

COMMITTEE OF THE WHOLE MEETING AGENDA

Tuesday, October 10, 2023

Starting at 6:30 p.m. or immediately following the 6:00 p.m.

Village Board meeting, whichever is later

Caledonia Fire Station 11 - 6900 Nicholson Road

1. **Meeting called to order**
2. **Approval of Minutes** – Committee of the Whole: 9/25/2023, 9/26/2023A, 9/26/2023B; Public Works: 9/11/2023
3. **Public Comment** - Provides a two-minute opportunity for citizens to voice opinions to the Committee of the Whole. The Committee of the Whole cannot respond as this may conflict with open meeting requirements.
4. **New Business**
 - A. Legislative & Licensing (*Trustee Martin*)
 - B. Public Works (*Trustee Stillman*)
 1. Heavy Trucking Signage Discussion for Meadow Drive, Tabor Road, Harvest Lane and Matthew Drive
 2. Request for Variance at 3900 Valley Road
 - C. Personnel (*Trustee Stillman*)
 - D. Finance (*Trustee Wishau*)
 1. Sole source request for drug testing equipment for new public safety facility
 2. New EMS billing services provider contract approval request
 3. Honor Guard fundraising efforts discussion
 - E. General
 1. Discussion – Village Board Vacancy
 2. Suggested Agenda Items To Be Placed On The Next Meeting Agenda (With No Action)
5. **Old Business**
 - A. Legislative & Licensing (*Trustee Martin*)
 1. Title 2 Chapter 3 suggested revision review (*Legislative & Licensing Committee: 5/16/23, 3/0; 8/29/23; Committee of the Whole: 9/26/23 laid over*)
 2. Attendance Policy for Village Board, Committee(s) and Commission(s) (*Legislative & Licensing Committee: 8/1/23; 8/29/23; Committee of the Whole: 9/26/23 laid over*)
 3. Title 2 Chapter 6 – Ethical Standards Discussion on Language Revisions to the Ordinance (*Legislative & Licensing Committee: 7/18/2023, 8/1/23; 8/29/23; Committee of the Whole: 9/26/23 laid over*)
6. **Adjournment**

**Committee of the Whole Meeting
September 25, 2023**

1 - Order

President Weatherston called the Committee of the Whole meeting to order at 5:00 p.m. at the Caledonia Village Hall.

2 - Roll Call

Board: President Weatherston, Trustee Stillman, Trustee Martin, Trustee McManus, and Trustee Wishau. Trustee Pierce arrived at 5:45 p.m.,

Absent: Trustee McManus and Trustee Hammes were excused.

Staff: Also present were Administrator Kathryn Kasper, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Finance Director Wayne Krueger, and Village Attorney/HR Manager Tyler Helsel.

3 – Public Comment (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)

None

4 – New Business

4A – Finance (Trustee Wishau)

4A1. Review of the 2024 proposed Village of Caledonia budget

The Administrator's 2024 proposed budget was presented to the board with highlights given on significant changes from 2023 to 2024 with much of the discussion centering on changes caused by the successful April 2023 referendum.

A list of follow-up items was requested that included:

- Breakdown between the Police and Fire Department regarding the Public Safety Referendum dollar amount
- Debt payment schedule
- John's Disposal current recycling market rate.

5 – Adjournment

President Weatherston adjourned the meeting at 8:06 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Committee of the Whole Meeting (a)
September 26, 2023

1 - Order

President Weatherston called the Committee of the Whole meeting to order at 5:00 p.m. at the Caledonia Village Hall.

2 - Roll Call

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

Absent: Trustee Hammes was excused.

Staff: Also present were Administrator Kathryn Kasper, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Finance Director Wayne Krueger, and Village Attorney/HR Manager Tyler Helsel.

3 – Public Comment (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)

None.

4 – New Business

4A – Finance (Trustee Wishau)

4A1. Review of the 2024 proposed Village of Caledonia budget

Trustee Wishau stated that the Board had exhausted budget the previous evening, waiting on follow-up to inquiries. Krueger provided material that was requested Discussion was had on regarding a reduction in anticipated increase to health insurance. Helsel suggested enhancing the HRA to remain competitive to potential employees, a proposal the Board supported. They instructed staff to incorporate this into the proposed budget.

5 – Adjournment

President Weatherston adjourned the meeting at 5:45 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Committee of the Whole Meeting (b)
September 26, 2023

1 - Order

President Weatherston called the Committee of the Whole meeting to order at 6:30 p.m. at the Caledonia Village Hall.

2 - Roll Call

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

Absent: Trustee Hammes was excused.

Staff: Also present were Administrator Kathryn Kasper, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Finance Director Wayne Krueger, and Village Attorney/HR Manager Tyler Helsel. Village Attorney Elaine Ekes was also present.

3 – Approval of Minutes

Legislative & Licensing Committee 8/29/2023; Finance Committee 9/12/2023

Motion by Trustee Martin to approve the Legislative & Licensing Committee minutes of the following meeting(s) as printed. Seconded by Trustee Pierce. Motion carried unanimously.

Motion by Trustee Wishau to approve the Finance Committee minutes of the following meeting(s) as printed. Seconded by Trustee Martin. Motion carried unanimously.

4 – Public Comment (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)

None

5 – New Business

5A – Finance (Trustee Wishau)

5A1. Ehlers presentation on Village of Caledonia TID districts

Harry Allen from Ehlers gave a presentation on the TID districts within the Village. The presentation provides a overview of tax increment districts and the current landscape of the specific districts that the village currently has open. Allen presented projections for the TID districts and discussed potential developments that could significantly influence these districts.

5A2. Status of Corrbitt Subrogation Claim Release (Finance Committee: 7/25/23 3,0; Village Board: 8/8/23 6,0)

An update was provided, noting that the board had approved the claims based on the provided signatures and releases. These releases were sent out, and while they have been acknowledged, they have not been returned yet.

5B – Legislative & Licensing (Trustee Martin)

5B1.Outside Employment Policy suggested verbiage (Legislative & Licensing Committee: 8/1/23; 8/29/23)

Helsel expressed a desire to make additional edits to the document and that the changes to the policy be incorporated into the employee handbook.

5B2.Title 2 Chapter 3 suggested revision review (Legislative & Licensing Committee: 5/16/23, 3/0; 8/29/23)

Item 5B2 was laid over to the next meeting.

5B3.Attendance Policy for Village Board, Committee(s) and Commission(s) (Legislative & Licensing Committee: 8/1/23; 8/29/23)

Item 5B3 was laid over to the next meeting.

5B4.Title 2 Chapter 6 – Ethical Standards Discussion on Language Revisions to the Ordinance (Legislative & Licensing Committee: 7/18/2023, 8/1/23; 8/29/23)

Item 5B4 was laid over to the next meeting.

5C.Public Works (Trustee Stillman)

None.

5D.Personnel (Trustee Stillman)

None.

5E.Finance (Trustee Wishau)

5E1.Review of the 2024 proposed Village of Caledonia budget

The Board chose to defer discussions on the budget to the October budget meeting. This allows for any necessary revisions before the budget's final adoption in November.

5F.General

5F1.Suggested Agenda Items To Be Placed On The Next Meeting Agenda (With No Action)

Trustee McManus proposed that this topic be added to Public Works – Heavy Trucking Signage for Matthew Drive.

Trustee Wishau requested to review certain financial policies and procedures with Finance Director Krueger and bring it back to the Committee of the Whole for review.

6 – Adjournment

President Weatherston adjourned the meeting at 7:58 p.m.


Respectfully submitted,

Joslyn Hoeffert, Village Clerk

MEMORANDUM

DATE: Thursday, October 5, 2023

TO: Committee of the Whole

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

RE: Request for Variance to Construct a Single-Family Home on a lot with frontage on an Undedicated, Unimproved Road with insufficient Right of Way – 3900 Valley Road – Jake Stacey, Absolute Construction, Contractor – David & Elsa Milaeger, Owner

BACKGROUND INFORMATION

David & Elsa Milaeger are the owners of and currently reside at 3900 Valley Road. The owners are looking to construct a new Single-Family Home on the Western portion of their property and raze their existing home after the new home is constructed. The lot that they own (Parcel ID 104-04-23-30-177-000) is located on the East end of Valley Road along the Root River. There is a private Right of Way that serves as access for the existing home and bisects the lot. See the attached exhibits for information.

Right of Way

Valley Road is located off of State Trunk Highway 31, North of Armstrong Park. Valley Road has 60' of Right of Way from State Trunk Highway 31 to a point approximately 1,810' East of Highway 31. The western portion of Valley Road for approximately 1,507' is constructed, dedicated, and maintained by the Village of Caledonia. From the end of the constructed and dedicated road (+1,507' East of Highway 31), Valley Road has an additional 60' Right of Way for approximately 303' which is dedicated, but unimproved. The first 1,417' of Valley Road was dedicated in 1958 by Volume 626 Page 414. The next 393' was dedicated in 1986 by Volume 1815 Pages 435-440. After the dedicated portion of Valley Road, approximately 1,810' East of Highway 31, the balance of Valley Road is a private road. At the East end of the dedicated Right of Way there appears to be a 30' Undedicated, Unimproved, Private Right of Way recorded in Volume 522 Pages 673 -674 between 2 previous property owners, East approximately 620', then this 30' Right of Way extends both North and South bisecting several lots. A second document recorded as Volume 2905 Pages 868-869, for the home at 4002 Valley Road, was also found describing the same private Right of Way. While this document is not the original document creating the private Right of Way (it is a deed transfer), it closely mirrors the private road layout for the lot at 3900 Valley Road.

In total, the undedicated, unimproved, private road of Valley Road serves 6 homes on 7 properties.

The Owners are requesting a Variance to construct a single-family home on the property from the following Ordinance.

Village Ordinance 15-1-6(f)(4) states:

“Highway Access. If the land does not abut upon a public highway which has been laid out, constructed and improved as required by the ordinances of the Town of Caledonia, the Building Inspector shall deny such permit. If the land abuts upon more than one (1) public highway, all such highways shall have been laid out, constructed and improved as required by the ordinances of the Town as a condition to the issuance of a building permit. If the land abuts upon a public highway which is less than four (4) rods in width, the Building Inspector shall deny such permit unless any such highway of lesser width has theretofore been laid out, constructed, improved, accepted and used by the governmental unit having jurisdiction over such public highway. Any such application denied by the Building Inspector shall be referred by him to the Town Board, and the Building Inspector shall deny such permit unless and until the applicant shall comply with the requirements of the Town Board as to the dedication of additional right-of-way reasonably required to create a four (4) rod public highway.”

The owners have provided a letter to the Public Services Director about their intentions to construct a new single-family home on the Western portion of their lot. Their letter is provided in this packet.

For reference of past practice on Valley Road, the home at 4310 Valley Road (Parcel ID 104-04-23-30-174-000) was required at the time of construction of the single-family home (1986), that Valley Road be constructed as a Village Road an approximate distance of 90' to include a temporary tee to the North of 33' x 33'. It is assumed that 90' was the minimum frontage required by the Zoning of the lot at the time. The construction of the road was performed and paid for by the owners of 4310 Valley Road and the balance of the recorded agreement in Volume 1815 Pages 435-440 requires that the owners of the parcel would be liable for the costs of the future road construction to their East property line, approximately 303'.

The lot on which David & Elsa Milaeger desire to build a new single-family home on is located approximately 468.4' from the dedicated Right of Way and 771.4' from the constructed/improved Right of Way of Valley Road.

By Ordinance, the Building Permit should be denied.

Road Reservations

If the home is allowed to be constructed, there should be Road Right of Way Reservations put in place to ensure that Valley Road has the appropriate Right of Way for future road construction. A 10' Road Reservation would be recommended along the North lot line which would overlap the Southern 10' of the 30' private road Right of Way. A 60' Road Reservation would be recommended centered over the existing 30' North/South private road Right of Way. See the recommended Road Reservations shown on the attached exhibit.

Building Setbacks

The new single-family home should be placed on the lot so that when a future road is constructed in the Road Reservations, the single-family home would be a conforming structure. This is recommended to avoid a non-conforming structure in the future. The Owner's Board of Appeals Variance for setbacks has expired. The layout as shown does not meet the zoning setbacks. The current zoning requires a 30' Street Yard Setback, 10'

Side Yard Setback, and a 30' Rear Yard Setback. The West portion of the lot after the Road Reservations and Building Setbacks would allow for approximately a 6,000 square foot building pad. See the recommended setbacks shown on the attached exhibit.

Vision Triangle

With a future road being located within the proposed Road Reservations and the lot being considered a corner lot by the Road Reservations and the existing private road Right of Way there shall be a 25' x 25' Vision Corner Easement located at the intersection. This Vision Corner Easement would restrict the area from any vegetation and structures that would restrict vision at the current and future intersection.

Sanitary Sewer & Water

In addition to the Right of Way, the property is located within the Caledonia Utility District. All new construction within the Utility District is required to connect to Sanitary Sewer and Water. While there is Sanitary Sewer available for the new home to connect to, the water is located 480' from the property line and with a minimum 30' rear yard setback the home would be more than 500' from the municipal watermain. With the watermain over 500' away from the new home, it would be considered that municipal water is not available. Since municipal water is not considered available, in order to construct the single-family home, the owners will need to execute a Declaration of Restrictive Covenants Document requiring the owners to connect to municipal water when it becomes available.

2 Primary Structures on 1 Lot

Zoning Code does not allow 2 primary structures on 1 lot. With the construction of a new single-family home on the lot, the lot would have 2 primary structures on the lot, as the Owners currently reside in a home on the East portion of the lot. The Owner's have requested that they be allowed to construct the new single-family home on the lot and after the Occupancy Permit is issued, the Owner's anticipate 60 to 90 days to complete the move, disconnect utilities, and raze the home. It is recommended that an Agreement be drafted to memorialize this requirement and it is also recommended that a Financial Guarantee is put in place to ensure the work is completed.

RECOMMENDATION

If the Committee of the Whole does not desire to grant a Variance to allow David & Elsa Milaeger to construct a new single-family home on the Western portion of their lot on Valley Road, the following motion is recommended.

Move to deny a Variance to David & Elsa Milaeger to construct a new single-family home on the Western portion of the lot at 3900 Valley Road due to the following:

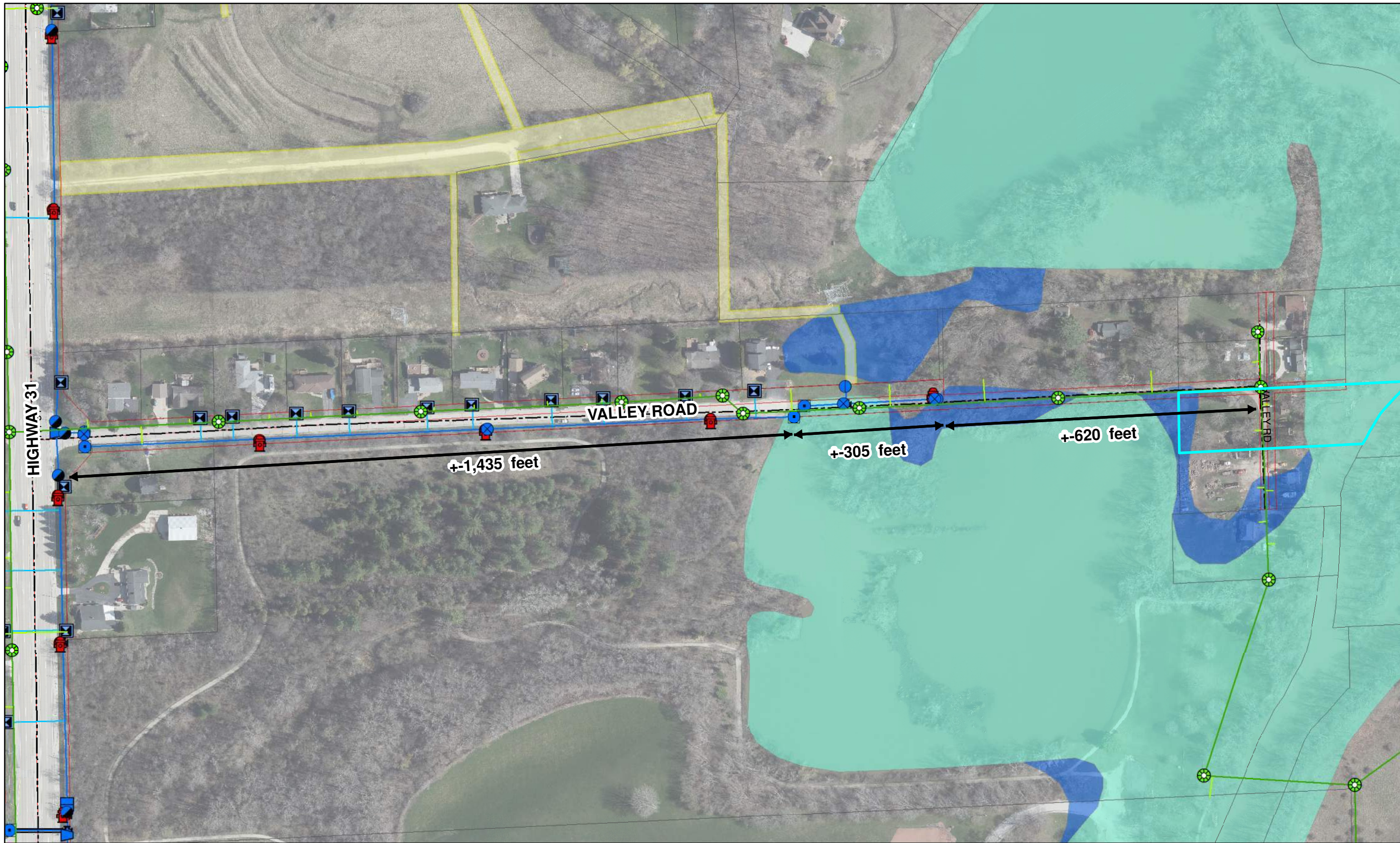
- The Lot on which a new single-family home is proposed to be constructed does not abut a Public Highway which has been laid out, constructed, and improved as required by the Ordinances of the Village of Caledonia.
- The new single-family home that is proposed does not have setbacks that meet the Zoning classification of the lot.
- The Lot on which a new single-family home is proposed to be constructed already has a primary structure located on it and the Zoning Code does not allow for 2 primary structures on 1 lot.

If the Committee of the Whole desires to allow David & Elsa Milaeger to construct a new single-family home on the Western portion of their lot on Valley Road, the following motion is recommended.

Move to grant a Variance to David & Elsa Milaeger to construct a new single-family home on the Western portion of the lot at 3900 Valley Road subject to the following:

- The Village Board waives the requirement of the land abutting upon a public highway which has been laid out, constructed, and improved to construct a single-family home per Ordinance 15-1-6(f)(4).
- The Village Board waives the requirement of a 4-rod road (66' Right of Way) and allows a 60' Right of Way in its place to have a consistent Right of Way on Valley Road.
- The Owner's execute a Road Reservation Agreement for a 10' Road Reservation along the North lot line which would overlap the Southern 10' of the 30' private road Right of Way and a 60' Road Reservation centered over the existing 30' North/South private road Right of Way.
- The Owner's execute a Road Construction Cost Share Agreement for the portion of Right of Way abutting their Parcel (ID 104-04-23-30-177-000) within the Road Reservation areas.
- The proposed single-family home is located on the lot to meet the current Zoning setbacks of the lot to (30' Street Yard, 10' Side Yard, & 30' Rear Yard) so that a non-conforming lot issue does not exist when and if the balance of Valley Road is constructed, improved, and accepted by the Village. The current Zoning setbacks provide for an approximate 6,000 square foot building pad.
- A 25' x 25' Vision Corner Easement is granted at the intersection of the future public road / existing private Right of Way to ensure proper vision of the intersection.
- The Owner's execute a Declaration of Restrictive Covenants Document to require the new single-family home to connect to municipal water when it becomes available.
- The Village Board allow the Owner's to construct a new single-family home on their lot, allowing the existing structure to remain in place until the new single-family home is granted Occupancy. Then within 60 to 90 days of Occupancy the existing home on the Eastern portion of the lot be razed. The Owner's execute an Agreement memorializing the terms and provide a financial guarantee to ensure that the existing home is razed.
- All other necessary submittals/requirements for a new single-family home Building Permit are provided/followed.

The Village Board has the authority to add or delete any of the conditions listed above.



Received for Record 21st day of July A. D. 1958 at 9:18 o'clock P. M. and recorded in Volume 626 of Deeds page 414

Stanley J. Bialecki Register of Deeds

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO

James E. Congdon

\$ 1.50

THIS INDENTURE, Made this First day of May A. D., 1958, between Myrtle L. Ottman, Albert C. Manke, Myrtle M. Manke, Fred Barth, Floyd W. Peterson, Genevieve M. Barth parties of the first part and Town of Caledonia party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of less than One Hundred (\$100.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released and quit-claimed, and by these presents do give, grant, bargain, sell, remise, release and quit-claim, unto the said party of the second part, and to heirs and assigns forever, the following described real estate, situated in the County of Racine, State of Wisconsin, to-wit:

That part of the Southwest 1/4 of Section 30, Township 4 North, of Range 23 East, bounded as follows: Begin at a point on the West line of said Southwest 1/4 of Section 30, located 782.39 feet North of the Southwest corner of said section; run thence North 60.04 feet along the West line of said Section 30; thence North 88° 00' 50" East, 1416.89 feet; thence South 1° 59' 10" East, 60 feet; thence South 88° 00' 50" West, 1418.97 feet to the place of beginning.

Said land being in the Town of Caledonia, County of Racine, Wisconsin.

Consideration less than \$100.00.

(DESCRIPTION CONTINUED ON REVERSE SIDE)

To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, either in possession or expectancy of, to the only proper use, benefit and behoof of the said party of the second part, heirs and assigns forever.

In Witness Whereof, parties of the first part have hereunto set their hands and seals this First day of May, A. D., 1958.

SIGNED AND SEALED IN PRESENCE OF

Katherine Schemming, Katherine Schemming, Fred W. Schemming

Myrtle L. Ottman (SEAL), Myrtle L. Ottman, Albert C. Manke (SEAL), Albert C. Manke, Myrtle M. Manke (SEAL), Myrtle M. Manke, Floyd W. Peterson (SEAL), Floyd W. Peterson

STATE OF WISCONSIN,

Racine County, ss. Personally came before me, this First day of May, A. D., 1958, the above named Genevieve M. Barth

to me known to be the person who executed the foregoing instrument and acknowledged the same.



Fred W. Schemming, Notary Public, Racine County, Wis. My Commission expires June 12, A. D., 1960

VALLEY ROAD



VOL 626
PAGE 414

Valley Road



1202789

Racine County, Wis.)
Received for Record 13th day of
August A.D. 1986 at 8:30
o'clock A. M. and recorded in Volume 1815
of Records on page 435
440

AGREEMENT

Helen M. Schuttler
Register of Deeds

THIS AGREEMENT made and entered into this 14-21st day of July, 1986, by and between ROBERT D. JENSEN and PAMELA JENSEN, his wife, hereinafter referred to as the "Owners", and the TOWN OF CALEDONIA, a body corporate located in Racine County, Wisconsin, hereinafter referred to as the "Town";

W I T N E S S E T H :

WHEREAS, the Owners are the owners of a certain parcel of land in the Town of Caledonia, Racine County, Wisconsin, described as follows: C30-20-3-B 04-23-30-174-000

That part of the North 35 acres of the South 60 acres of the Southwest 1/4 of Section 30, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin, bounded as follows: Commence at a point on the West line of said Section 30 located 414.40 feet North of the Southwest corner of said Section, said point being the Southwest corner of the North 35 acres of the South 60 acres of the Southwest 1/4 of said Section; run thence North 88°00'50" East 1232.04 feet on the South line of said North 35 acres of the South 60 acres of said Southwest 1/4 of said Section; thence North 1°59'10" West 367.95 feet to the South line of Valley Road; thence North 88°00'50" East 200.00 feet on the South line of Valley Road; thence North 1°59'10" West 60.00 feet to the North line of Valley Road and the point of beginning of this description; continue North 1°59'10" West 140.90 feet to the North line of the aforementioned South 60 acres of said Southwest 1/4 Section; thence North 88°00'50" East 394.86 feet on said North line; thence South 1°04'50" East 141.00 feet; thence South 88°00'50" West 392.72 feet on the North line of Valley Road projected to the point of beginning. Containing 1.274 acres.

WHEREAS, the Owners are desirous of constructing a residential building on the aforesaid parcel of land and seek a building permit from the Town; and

WHEREAS, said parcel of land does not front upon a public highway, being served by a private road as an extension of the public road known as Valley Road, which was dedicated to a point just west of the Owners' parcel of land; and

WHEREAS, the ordinances of the Town require that as a condition to the granting of a building permit that the parcel front upon a public highway laid out, constructed and improved in accord with the ordinances of the Town for road construction; and

WHEREAS, the Owners are prepared to cause the necessary

Ret:
Town of Caledonia
- Caledonia, WI 53109

land along the South boundary of the aforesaid parcel to be dedicated for public road purposes and to enter into an agreement with the Town to cause and/or pay for the construction and improvement of said road in accord with Town road construction standards; and

WHEREAS, the ordinances of the Town permit the Town to enter into a suitable contract with landowners relative to the construction of road and other improvements within the Town; and

WHEREAS, the legal descriptions of the lands to be dedicated for highway purposes are described in Exhibit "A" which is attached hereto and made a part hereof; and

WHEREAS, the Town is prepared to enter into an agreement relative to the dedication, acceptance and construction of such road on the terms and conditions as hereinafter set forth.

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

FIRST: All agreements specified herein pertain exclusively to the dedication, acceptance and construction of the road described in Exhibit "A" attached hereto and made a part hereof.

SECOND: The Owners hereby dedicate the lands described in Exhibit "A" to the Town for public highway purposes. The Town shall accept the dedication of the lands described in Exhibit "A" for highway purposes.

THIRD: The Owners shall be responsible for the construction and installation of that segment of the road which is described in Exhibit "A", which construction and installation will comply with the ordinances of the Town as of the time of such construction governing the construction and installation of town roads, and any agreement entered into between the Town and the Owner with respect to said construction and installation, including this agreement. All such construction and installation shall be subject to the approval of the Town Engineer and the Town Board.

FOURTH: The Owners shall cause that portion of the road to be constructed in accord with Town road standards easterly from the west property line of the aforesaid parcel to a point east of the residential building proposed to be constructed on said

parcel a sufficient distance to permit the construction of a one-armed "T" on the north side of the road to the east of the Owners' proposed residential building. Such construction shall include the construction of such "T" and the installation of an acceptable culvert under the "T" and along the ditch line of Valley Road. The Owners shall grant to the Town a temporary easement for such "T", being a parcel 33 feet in length and in width, which easement shall terminate upon the construction of the road easterly from such "T" in accord with Town road standards. The Owners shall also provide the Town with an easement for drainage of storm and surface waters away from the road and northeasterly across the Owners' parcel.

When the Town Board determines that the road should be extended easterly, the Owners shall be liable for the costs of construction to the east line of the Owners' parcel as herein provided.

FIFTH: Road construction hereunder shall proceed as follows: The Owners shall present plans for the proposed road construction in a form acceptable to the Town. After approval of such plans, said road shall first be constructed by the Owners in all aspects as required by the Town road construction standards in effect as of the time of construction, except only asphaltting and final shouldering of the same. Before acceptance of said work and in lieu of asphaltting and final shouldering, the Owners shall deposit such money as the Town Board determines in the form of cash or an unconditional letter of credit acceptable to the Town. The Town shall use such funds for the asphaltting and final shouldering of said road and materials necessary therefor. Any portion of said funds remaining after completion of such work shall be refunded to the Owners. In the event such funds are inadequate to pay for such work, the Owners, upon written demand by the Town, shall pay to the Town any such deficiency. The Town Treasurer shall credit to the aforesaid funds any interest earned on the same while on deposit with the Town, and the Town Treasurer is authorized to invest such funds in interest bearing accounts or certificates of deposit of public depositories of the Town.

SIXTH: The Owners shall guarantee the aforesaid road construction for a period of one year after acceptance of the construction work. In the event any work is required to be done on said road during such period in order to bring the same into compliance with the ordinances of the Town and any agreements of the Town and the Owners concerning said road, the Owners shall have five (5) days within which to bring said road into compliance following receipt of written notification from the Town Engineer that said road must be brought into compliance. If the Owners fail to bring said road into compliance as aforesaid within said period of time, the Town or its agents will perform or cause to be performed any and all necessary work in order to perform the same, and the Owners shall be charged by the Town for the entire cost of the same, including manpower, equipment and material costs, except as otherwise provided for herein.

SEVENTH: In order to guarantee the performance of the covenants herein, the Owners shall concurrently herewith deposit with the Town security in the sum of \$6,300.00 in the form of a cash bond, surety bond, or an unconditional letter of credit in such form and issued by such person or institution as are acceptable to the Town Board. In the event the amount of cash bond, surety bond or letter of credit shall be inadequate to pay the costs of construction or installation as herein specified, by or for the Town, the Owners shall be liable to the Town for any such deficiency. After the guaranty period provided for in Article SIXTH has expired, the balance of any such cash bond, surety bond or letter of credit over and above any claims hereunder shall be released, discharged and/or paid over to the Owners.

EIGHTH: The Owners shall be liable to the Town for all reasonable costs in the form of engineering planning, review and inspection, and legal and administrative expenses incurred by the Town in reviewing and approving plans, agreements and work relating to the aforesaid road extension. Such costs shall include the costs of the Town's own engineers, attorneys or other employees computed on a pro rata hourly basis.

NINTH: The Town shall grant a building permit for the construction of a single family residence upon the Owners' parcel following execution of this agreement.

TENTH: This agreement shall be jointly and severally binding upon the Owners and upon the successors in title or assigns of the Owners, and the provisions hereof shall be covenants running with the land and shall be binding upon the Owners and all subsequent owners of the lands of the Owners described heretofore.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

Robert D. Jensen
Robert D. Jensen

Pamela Jensen
Pamela Jensen

TOWN OF CALEDONIA

By: Patrick F. Motley
Patrick F. Motley, Chairman

Attest: Anne Smith
Anne Smith, Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally appeared before me this 18th day of July, 1986, the above-named Robert D. Jensen and Pamela Jensen, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James J. Smith
Notary Public, Racine County, WI
My Commission: is permanent

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally appeared before me this 21st day of July, 1986, the above-named Patrick F. Motley and Anne Smith, Chairman and Clerk, respectively, of the Town of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same, being duly authorized to do so.

Melody R. Schmitz
Notary Public, Racine County, WI
My Commission: July 15, 1990

This instrument was drafted by
Kenneth F. Hostak

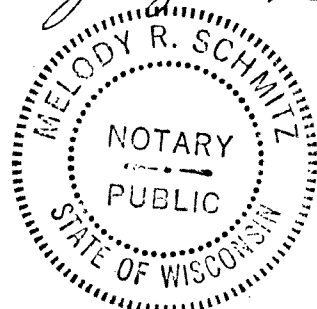


EXHIBIT "A"

Lands to be Dedicated for
Highway Purposes

A strip of land 60 feet in width lying immediately adjacent to and South of the following described parcel: That part of the North 35 acres of the South 60 acres of the Southwest 1/4 of Section 30, Township 4 North, Range 23 East, bounded as follows: Commence at a point on the West line of said Section 30 located 414.40 feet North of the Southwest corner of said Section, said point being the Southwest corner of the North 35 acres of the South 60 acres of the Southwest 1/4 of said Section; run thence North 88°00'50" East 1232.04 feet on the South line of said North 35 acres of the South 60 acres of said Southwest 1/4 of said Section; thence North 1°59'10" West 367.95 feet to the South line of Valley Road; thence North 88°00'50" East 200.00 feet on the South line of Valley Road; thence North 1°59'10" West 60.00 feet to the North line of Valley Road and the point of beginning of this description; continue thence North 1°59'10" West 140.90 feet to the North line of the aforementioned South 60 acres of said Southwest 1/4 Section; thence North 88°00'50" East 394.86 feet on said North line; thence South 1°04'50" East 141.00 feet; thence South 88°00'50" West 392.72 feet on the North line of Valley Road projected to the point of beginning.



Valley Road

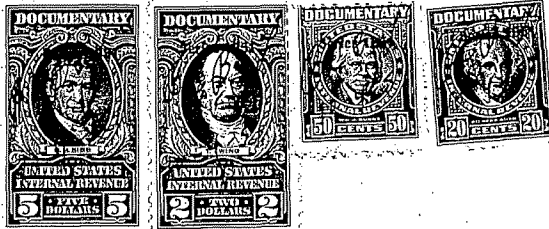


This Indenture, Made this 4th day of October, A. D., 1951,
 between CHARLES O. DIEM, a single person,
 part Y of the first part,
 and WALLACE KRIVSKY and JULIA KRIVSKY, his wife, as joint tenants and not
 as tenants in common, part IES of the second part.

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of
 One Dollar (\$1.00) and other good and valuable consideration,

to him in hand paid by the said part IES of the second part, the receipt whereof is hereby confessed and
 acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by
 these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said part IES
 of the second part, their heirs and assigns forever, the following described real estate, situated
 in the County of Racine and State of Wisconsin, to-wit:

That part of the North 35 acres of the South 60 acres of the South-
 west 1/4 of Section 30, Township 4 North, Range 23 East, bounded as
 follows: Begin at a point that is 2285.9 feet East and 257.25 feet
 North of the Southwest corner of above said 35 acres; thence North
 120.0 feet; thence East 354.4 feet more or less to the center line
 of Root River; thence Southerly along the said center line 120 feet
 more or less to point due East of the place of beginning; thence
 West to the place of beginning, containing 1 acre.
 Together with a right of way described as follows: A part of North
 35 acres of South 60 acres of the Southwest 1/4 Section 30, Township
 4 North, Range 23 East, described as follows: The following described
 line is center line of right of way that is 30 feet wide, 15 feet on
 each side of said line: Begin at a point on the West line of said
 Southwest 1/4 that is 186.0 feet South of North line of said North
 35 acres; thence East 2461.9 feet; thence South 245.75 feet to a
 point 137.25 feet North of South line of said North 35 acres, which
 is Southern terminus of said right of way.
 Subject to a right of way described as the North 10 feet of the
 premises herein described, excepting the West 176 feet thereof, and
 extending from the Southerly point of the main right of way above
 described 10 feet in width in an Easterly direction to water's edge.
 Said land being in the Town of Caledonia, County of Racine and State
 of Wisconsin.



Together, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise
 appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part Y of the first
 part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their
 hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto
 the said part IES of the second part, and to their heirs and assigns FOREVER.

And the said Charles O. Diem

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for himself, his heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensembling and delivery of these presents he is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever,

and that the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, he will forever WARRANT AND DEFEND.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal this 4th day of October, A. D., 19 51

SIGNED AND SEALED IN PRESENCE OF

Louis Hardy

Louis Hardy

Mary Botting

Mary Botting

Charles O. Diem (SEAL)

Charles O. Diem

(SEAL)

(SEAL)

(SEAL)

STATE OF WISCONSIN,
RACINE County, } ss.

Personally came before me, this 4th day of October, A. D., 19 51, the above named CHARLES O. DIEM, a single person,

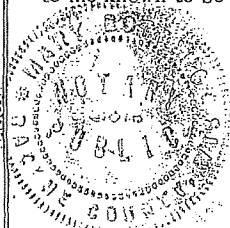
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Mary Botting

Mary Botting

Notary Public, Racine County, Wis.

My Commission expires April 26 A. D., 19 53.



(Section 59.51 (1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary)

No. 578904

Charles O. Diem, single

TO

Wallace Krivsky and

Julia Krivsky, his wife

WARRANTY DEED

REGISTER'S OFFICE,
STATE OF WISCONSIN,

Racine County.

Received for Record this 5 day of

October A. D., 19 51,

at 10:30 o'clock A. M., and recorded in

Vol. 522 of Deeds on page 673-674

Louis H. Peterson
Register of Deeds

Deputy

170

Belle City, Wis. 10/5/51



VOL 522
PAGE 673

Valley Road



DOCUMENT #

1680406

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 5 - 1982
PERSONAL REPRESENTATIVE'S DEED

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 APR 21 PM 4:05

MARK A. LADD
REGISTER OF DEEDS

VOL 2905
PAGE 868

Nancy Jobe,

as Personal Representative of the estate of

Walter N. Nelson

("Decedent"),

for a valuable consideration conveys, without warranty, to Jennifer M. Tyrvyter and her husband, Andrew Tyrvyter as survivorship marital property.

Grantee,
County,

the following described real estate in Racine

State of Wisconsin (hereinafter called the "Property"):

WI REAL ESTATE
TRANSFER FEE

\$ 435.00

12
THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Gerald M. Crawford
Box 600

004 04-23-30-160-000
PARCEL IDENTIFICATION NUMBER

All that certain piece or parcel of land lying, situate and being in the Town of Caledonia, County of Racine, State of Wisconsin, known and described as follows, viz: That part of the North Thirty-five (N 35) acres of the South Sixty (60) acres of the Southwest One-quarter (SW 1/4) of Section Thirty (30), Township Four (4) North, Range Twenty-three (23) East, Town of Caledonia, Racine County, Wisconsin, bounded as follows: Begin at the Southwest corner of the above said North Thirty-five (N 35) acres; thence North along the West line of said Southwest One-quarter (SW 1/4), Three Hundred Eighty-three and No Tenths (383.0) feet; thence East One Thousand Eight Hundred Seventeen and Five Tenths (1817.5) feet to beginning of this description; thence East Four Hundred Sixty-eight and Four Tenths (468.4) feet; thence North One Hundred Eighty-six and No Tenths (186.0) feet to the North line of said North Thirty-five (N 35) acres of the South Sixty (60) acres of said Southwest One-quarter (SW 1/4) as occupied; thence West along said North line of said North Thirty-five (N 35) acres Four Hundred Sixty-eight and Four Tenths (468.4) feet; thence South One Hundred Eighty-six and No Tenths (186.0) feet to beginning, containing Two (2) acres.

Personal Representative by this deed does convey to Grantee all of the estate and interest in the Property which the Decedent had immediately prior to Decedent's death, and all of the estate and interest in the Property which the Personal Representative has since acquired.

Dated this 15th day of April, 1999

(SEAL)

Personal Representative

Nancy Jobe

(SEAL)

Nancy Jobe, Personal Representative
of the Estate of Walter N. Nelson

AUTHENTICATION

Signature of Nancy Jobe, Personal Rep.
of the Estate of Walter N. Nelson

authenticated this 15th day of April, 1999

Gerald M. Crawford

Gerald M. Crawford

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Gerald M. Crawford

(414) 634-6659

(Signatures may be authenticated or acknowledged. Both are not necessary.)

R53956

ACKNOWLEDGMENT

State of Wisconsin,

County,

ss.

Personally came before me this _____ day of _____, 19____, the above named

to me known to be the person _____ who executed the foregoing instrument and acknowledge the same.

Notary Public, _____ County, Wis.
My commission is permanent. (If not, state expiration date: _____, 19____.)

* Names of persons signing in any capacity should be typed or printed below their signatures.

Together with a right of way over, upon and along all that part of the North Thirty-five (N 35) acres of the South Sixty (60) acres of the Southwest One-quarter (SW $\frac{1}{4}$) of Section Thirty (30), Township Four (4), North, of Range Twenty-three (23) East, Town of Caledonia, Racine County, Wisconsin described as follows: Begin at a point on the West line of said Southwest One-quarter (SW $\frac{1}{4}$) that is Two Hundred One and No Tenths (201.0) feet South of the Northwest corner of said Thirty-five (35) acres as occupied, which point is Three Hundred Sixty-eight and No Tenths (368.0) feet North of the Southwest corner of said North Thirty-five (N 35) acres; thence East parallel to the North line of said North Thirty-five (N 35) acres, Two Thousand Four Hundred Forty-six and Nine Tenths (2446.9) feet; thence South Two Hundred Thirty and Seventy-five One Hundredths (230.75) feet to a point that is One Hundred Thirty-seven and Twenty-five One Hundredths (137.25) feet North of the South line of said Thirty-five (35) acres as occupied; thence East Thirty and No Tenths (30.0) feet; thence North One Hundred Ten and No Tenths (110.0) feet; thence East One Hundred Sixty-three and Four Tenths (163.4) feet to the East line of said Southwest One-quarter (SW $\frac{1}{4}$); thence North Twenty and No Tenths (20.0) feet; thence West One Hundred Sixty-three and Four Tenths (163.4) feet; thence North One Hundred and No Tenths (100.0) feet; thence East One Hundred Sixty-three and Four Tenths (163.4) feet to the East line of said Southwest One-quarter (SW $\frac{1}{4}$); thence North Twenty and No Tenths (20.0) feet; thence West One Hundred Sixty-three and Four Tenths (163.4) feet; thence North One Hundred Eighty-one and Seventy-five One Hundredths (181.75) feet to the North line of said North Thirty-five (N 35) acres as occupied; thence West Thirty and No Tenths (30.0) feet; thence South One Hundred Seventy-one and No Tenths (171.0) feet; thence West Two Thousand Four Hundred Forty-six and Nine Tenths (2446.9) feet to the West line of said Southwest One-quarter (SW $\frac{1}{4}$); thence South Thirty and No Tenths (30.0) feet to beginning. This right-of-way- is for the right of ingress and egress for all owners of property situated in the above said North Thirty-five (N 35) acres and all properties through which this right-of-way passes are subject to its use.



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PAGE 869

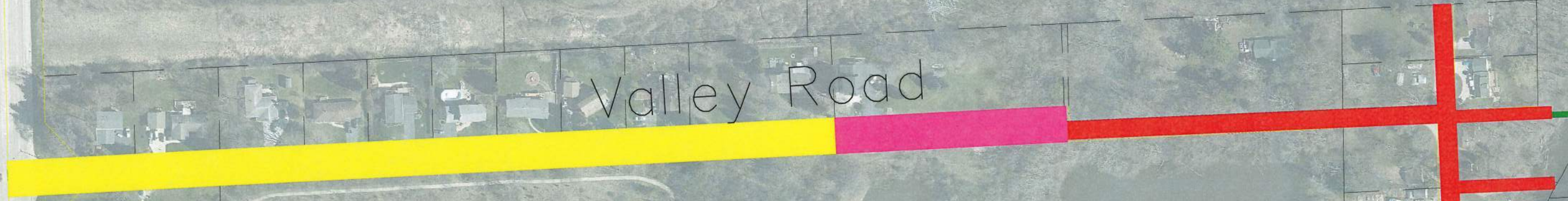
Valley Road





OVERLAP MAPPING

Valley Road



September 17, 2023

To: Caledonia Public Service Director

Our existing home at 3900 Valley Road (tax ID: 51-104-04-23-30-177-000) is used as our primary dwelling since we purchased it in March 2013. The previous occupants, Wallace Krivsky and Juilia Krivsky, are referred to in documents dating to 1951, thereby showing evidence that this property has been acknowledged by Caledonia as a residential dwelling parcel for at least 73 years.

In 2021 we applied for and were granted a zoning variance to build a new home on the east side of our property. After designing and preparing to build at that location, additional requirements were made by Caledonia which complicated the project to the point of having to reconsider the location. After confirming with Caledonia and our builder and designer we considered building further to the west on our property. Caledonia zoning and engineering preferred this location, so we prepared new sight plans and architectural drawings for this alternate location, which again, had been preferred and suggested by Caledonia.

Once plans were drawn and submitted to Caledonia for review we were told by Caledonia to include construction of a road – more specifically to convert our private drive into a public road. This requirement was added after the meeting where Caledonia said they preferred the west side build. The expense of this road construction then put us so far over our budget for house construction that we could not afford to build our house. This caused us to have to reconsider building on the east side once again, but the added retaining wall newly required by Caledonia along with other restrictions also created a financial burden on the project.

Recent information from the Caledonia zoning department states that the zoning variance will not be extended or renewed, which gives us no other option than to build on the west portion of our lot, which is now cost prohibitive if we must also construct a new road.

We are requesting a waiver from 15-1-6 (f)(4) in order that we can build on our property without the requirement of the road construction.

- Once this waiver is granted we will also agree to have the existing home razed, but we must be able to live in the existing home until we receive occupancy permit at the new home. We would expect a 60-90 day period between the new occupancy permit and actual demolition of the old residence in order to move, properly disconnect utilities, and schedule demolition work based on weather. For example: January / February may not be available for this type of demolition based on weather conditions.
- Please refer to the “proposed” site plan updated on 9/14/2023 for “right of way” and set back information regarding the “west side” build.
- Once the waiver is granted we will work with the Fire Department for their driveway requirements.
- Floodplain and wetlands are shown on the site plan by Nielsen Madsen and Barber.
- Easements are shown on the site plan by Nielsen Madsen and Barber.
- Once the waiver is granted a sewer lateral to service the new house will be engineered and submitted. The existing lateral to the old house will be capped or terminated as directed by the Caledonia Engineering Department.

- Once the waiver is granted and the Fire Department approves the driveway approach the well location will be determined more precisely.
- Once the waiver is granted, a professional erosion control plan will be submitted to Caledonia and the DNR.
- The site grading plan is included but will be updated if required based on our waiver approval and related adjustments.
- The driveway is shown on the site plan but will also be updated as required after the waiver is granted and after approval from Caledonia and the Fire Department.
- Once the waiver is granted, the neighboring garage slab elevation will be noted on the site plan.

We submit this waiver request in our fourth attempt to build a new home at this location, and improve our personal quality of life, and also that of the neighborhood. We love our location on the wonderful Root River, but we need a larger home to accommodate our growing family. Your consideration and time are much appreciated. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave and Elsa Milaeger". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.

Dave and Elsa Milaeger

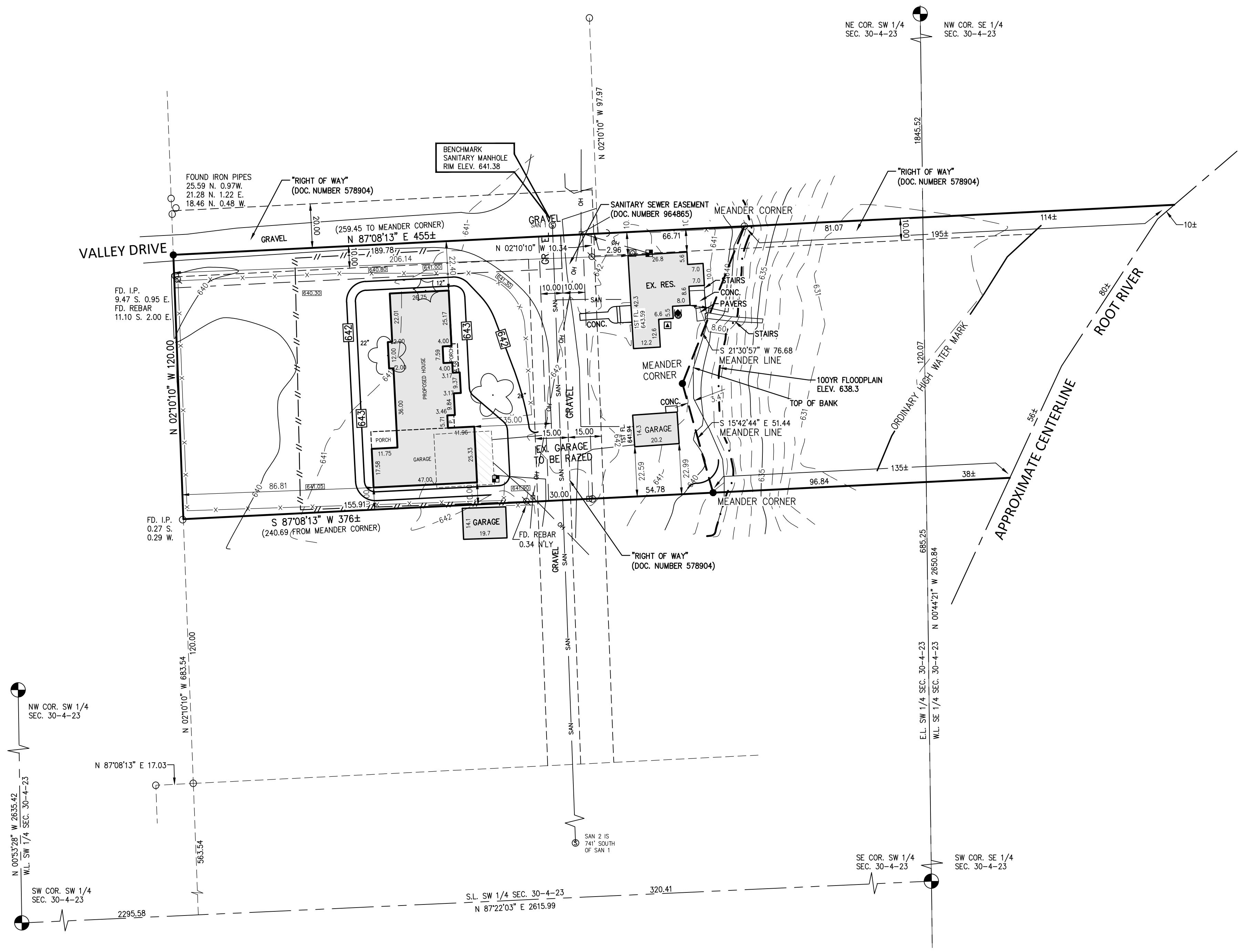
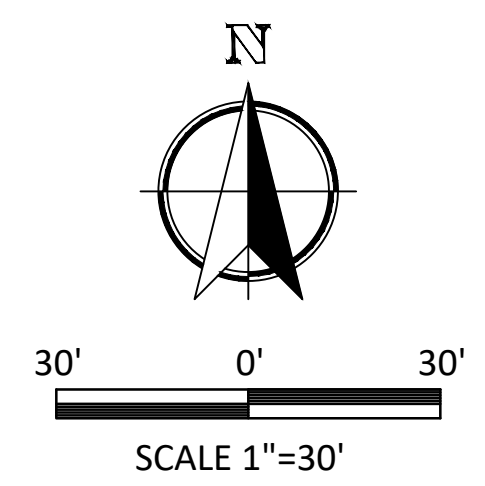
Plat of a survey for David N. Milaeger of:

Description of Record: That part of the North 35 acres of the South 60 acres of the Southwest 1/4 of Section 30, Township 4 North, Range 23 East, bounded as follows: Begin at a point that is 2285.9 feet East and 257.25 feet North of the Southwest corner of above said 35 acres; thence North 120.0 feet; thence East 354.4 feet more or less to the center line of Root River; thence Southerly along said center line 120 feet more or less to the point due East of the place of beginning; thence West to the place of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

Description as Surveyed: That part of the Southwest 1/4 and the Southeast 1/4 of Section 30, Township 4 North, Range 23 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 30; run thence N87°22'03"E, 2295.58 feet along the South line of the Southwest 1/4 of said Section 30; thence N02°10'10"W, 683.54 feet to the point of beginning of this description; continue thence N02°10'10"W, 120.00 feet; thence N87°08'13"E, 259.45 feet to a meander corner located 195 feet West, more or less, of the approximate centerline of the Root River; thence S21°30'57"W, 76.68 feet along a meander line; thence S15°42'44"E, 51.44 feet along a meander line to a meander corner located 135 feet West, more or less, of the approximate centerline of the Root River; thence S87°08'13"W, 240.69 feet to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin. Containing 49,261 square feet or 1.131 acres, more or less, to the centerline of the Root River.

Certificate The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

09-14-2023



- 1 GRAVEL ACCESS DRIVE REC'D. MIN 6" DEPTH, 2" TO 3" AGG. 10' WIDE X 35 L.F.
2 SILT FENCE, 280 L.F. ±, ALSO REC'D. AT SPOIL STOCKPILE TOE SLOPE.

NOTES REFER TO A CURRENT TITLE REPORT FOR POSSIBLE RECORDED EASEMENTS, CONDITIONS, RESTRICTIONS, COVENANTS, ETC. WHICH MAY AFFECT THIS PARCEL. BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011. ALL ELEVATIONS REFER TO NAVD 1988 (12). FIELD WORK: 08-18-2020 BY: JWP

LEGEND section with symbols for: SET 3/4" REBAR, IRON STAKE FOUND, REBAR W/CAP FOUND, COMMUNICATION BOX, SANITARY MANHOLE, SANITARY SEWER, ELEC METER, GAS METER, POWER POLE, GUY WIRE, EX. SPOT GRADE, HVAC, FENCE, OVERHEAD WIRES, WELL, WATER CONTROL VALVE, DRAINAGE, PROP. SPOT GRADE, EX. SPOT GRADE.

mb logo, Nielsen Madsen + Barber CIVIL ENGINEERS AND LAND SURVEYORS, 1458 Horizon Blvd., Suite 200, Racine, WI. 53406, Tele: (262)634-5588 Website: www.nmbssc.net

PT. SW 1/4 & PT. SE 1/4 SEC. 30-4-23 PLAT OF SURVEY WITH TOPOGRAPHY FOR DAVID N. MILAEGER VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN

Table with columns: NO., REVISION, BY, DATE. Contains multiple empty rows for tracking changes.

PROJ. MGR: MRM, DRAFTED: SCB/ETH/DMB, DATE: 09-14-2023, CHECKED: MRM, DATE: 09-14-2023

2020.0181.01 SHEET 1 OF 2

Plat of a survey for David N. Milaeger of:

Description of Record:

That part of the North 35 acres of the South 60 acres of the Southwest 1/4 of Section 30, Township 4 North, Range 23 East, bounded as follows: Begin at a point that is 2285.9 feet East and 257.25 feet North of the Southwest corner of above said 35 acres; thence North 120.0 feet; thence East 354.4 feet more or less to the center line of Root River; thence Southerly along said center line 120 feet more or less to the point due East of the place of beginning; thence West to the place of beginning. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin.

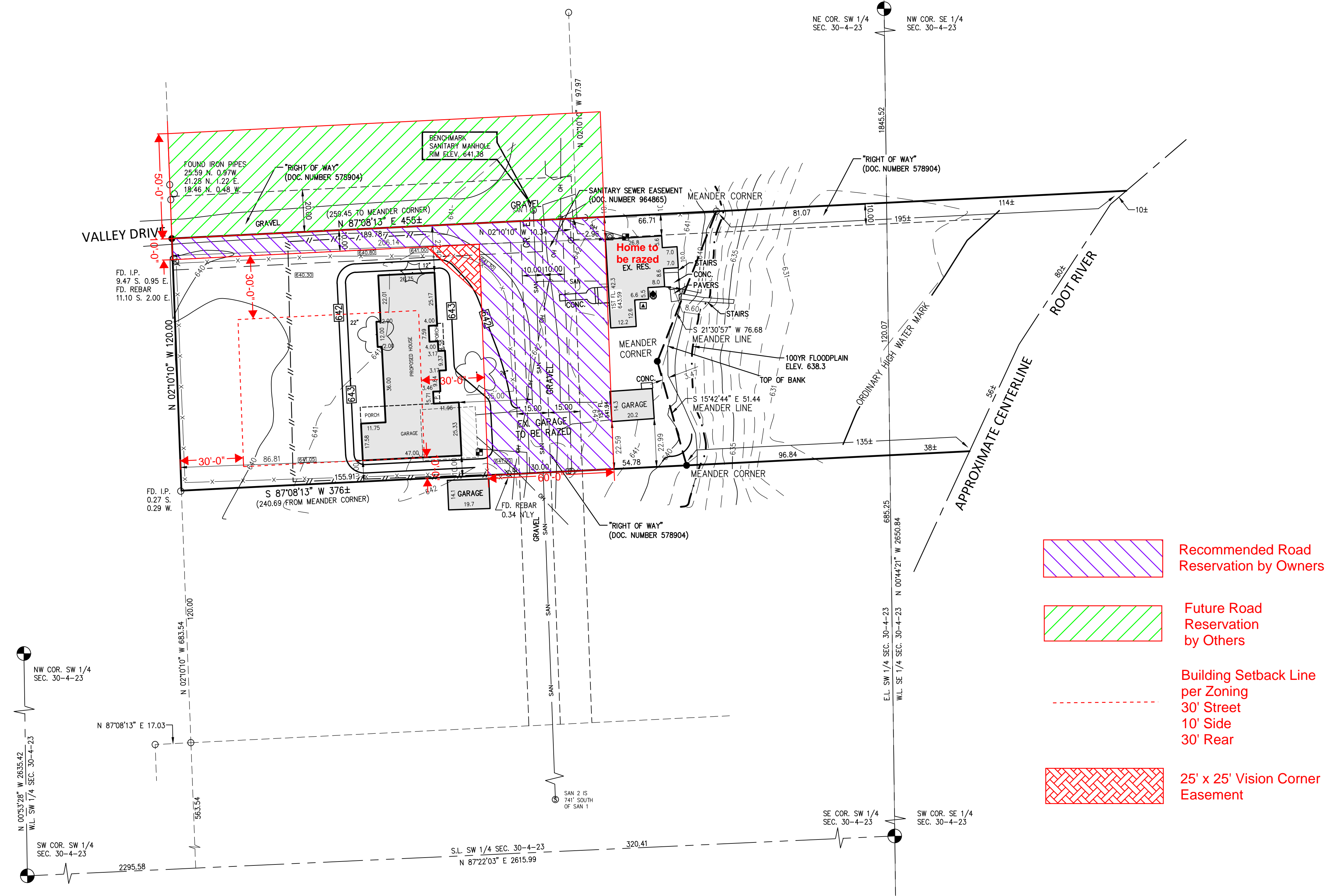
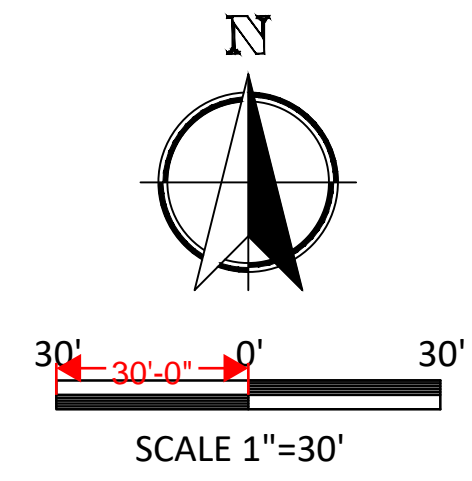
Description as Surveyed:

That part of the Southwest 1/4 and the Southeast 1/4 of Section 30, Township 4 North, Range 23 East of the Fourth Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of the Southwest 1/4 of said Section 30; run thence N87°22'03"E, 2295.58 feet along the South line of the Southwest 1/4 of said Section 30; thence N02°10'10"W, 683.54 feet to the point of beginning of this description; continue thence N02°10'10"W, 120.00 feet; thence N87°08'13"E, 259.45 feet to a meander corner located 195 feet West, more or less, of the approximate centerline of the Root River; thence S21°30'57"W, 76.68 feet along a meander line; thence S15°42'44"E, 51.44 feet along a meander line to a meander corner located 135 feet West, more or less, of the approximate centerline of the Root River; thence S87°08'13"W, 240.69 feet to the point of beginning of this description. Said land being in the Village of Caledonia, County of Racine and State of Wisconsin. Containing 49,261 square feet or 1.131 acres, more or less, to the centerline of the Root River.

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

09-14-2023



- Recommended Road Reservation by Owners
- Future Road Reservation by Others
- Building Setback Line per Zoning
30' Street
10' Side
30' Rear
- 25' x 25' Vision Corner Easement

- ① GRAVEL ACCESS DRIVE REQ'D. MIN 6" DEPTH, 2" TO 3" AGG. 10' WIDE X 35' L.F.
- ② SILT FENCE, 280 L.F. ±, ALSO REQ'D. AT SPOIL STOCKPILE TOE SLOPE.

NOTES

REFER TO A CURRENT TITLE REPORT FOR POSSIBLE RECORDED EASEMENTS, CONDITIONS, RESTRICTIONS, COVENANTS, ETC. WHICH MAY AFFECT THIS PARCEL.

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011.

ALL ELEVATIONS REFER TO NAVD 1988 (12).

FIELD WORK: 08-18-2020 BY: JWP

LEGEND

- = SET 3/4" REBAR
- ☒ = ELEC METER
- X— = FENCE
- DRAINAGE
- = IRON STAKE FOUND
- ⊗ = GAS METER
- OH— = OVERHEAD WIRES
- x 999.99 PROP. SPOT GRADE
- ⊘ = REBAR W/CAP FOUND
- ⊞ = POWER POLE
- ⊙ = WELL
- x 999.99 EX. SPOT GRADE
- ⊠ = COMMUNICATION BOX
- ← = GUY WIRE
- ⊕ = WATER CONTROL VALVE
- ⊚ = SANITARY MANHOLE
- x 999.99 = EX. SPOT GRADE
- SAN— = SANITARY SEWER
- ⊠ = HVAC

mb
Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
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 Tele: (262)634-5588 Website: www.nmbssc.net

**PT. SW 1/4 & PT. SE 1/4
 SEC. 30-4-23
 PLAT OF SURVEY WITH TOPOGRAPHY
 FOR
 DAVID N. MILAEGER**
 VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: _____MRM
 DRAFTED: SCB/ETH/DMB
 DATE: 09-14-2023
 CHECKED: _____MRM
 DATE: 09-14-2023

2020.0181.01
 SHEET
1 OF 2



COST PROPOSAL

Caledonia Police Department

Date: September 28, 2023

Drug Testing Station for New PSB

Attached is a quote for a Sirchie NARKsafe 36" Powder Safety Workstation manufactured by Air Clean Systems in the amount of \$10,561.86 + \$388.74 for shipping and handling for an order total of \$10,950.60. This specific brand of drug testing station was recommended by FGM Architects as they are the most commonly used drug testing station for law enforcement forensic laboratories. They have specific filtering systems for drugs encountered by law enforcement.

Per village policy I researched comparable products to get the best cost but could only find self-contained fume hood workstations that are for applications in the healthcare and science field.

In addition, during my research for comparable drug testing stations, I was unable to locate any that were 36" in size which is required for the space in the evidence lab per FGM Architects. All other comparable products were 48", which is too large for the space allotted.

I also tried to find other vendors for this specific model but determined that Sirchie is the exclusive distributor of the Air Clean NARKsafe Testing station. The sole source letter from Sirchie is attached.

I request approval for the purchase of the NARKsafe 36" Powder Safety Workstation as it is the only product that meets the space needs and function.

Respectfully,

Shawn Engleman
Deputy Chief of Police



9/08/2023

Village of Caledonia
6900 Nicholson Road
Shawn Engleman
Caledonia WI 53108

SOLE SOURCE CERTIFICATION

Sirchie Acquisition Company, LLC hereby certifies that the *Air Clean NARKsafe Testing Enclosure, model ACDD770*, as well as all related accessories including the main HEPA and Bonded Carbon Activated Filters, are manufactured exclusively for Sirchie Acquisition Company, LLC by AirClean Systems of Raleigh, NC and that Sirchie Acquisition Company, LLC is the sole and exclusive domestic distributor for the law enforcement market of these units and accessories for Air Clean Systems.

If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Jennifer Paschall

Jennifer Paschall
Sales Account Representative

100 Hunter Place
Youngsville, NC 27596
(800) 356-7311

VILLAGE OF CALEDONIA

FISCAL NOTE: SOLE SOURCE REQUEST FOR DRUG TESTING STATION FOR NEW PUBLIC SAFETY BUILDING

FISCAL YEAR: **2023**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	YEAR TO DATE EXPENDITURES	CURRENT BALANCE	BUDGET MODIFICATION	BUDGET AFTER MODIFICATION	REMAINING BUDGET BALANCE
--------------	----------------	----------------	---------------------------	-----------------	---------------------	---------------------------	--------------------------

DEPARTMENT: CAPITAL - PUBLIC SAFETY BUILDING

Capital Projects Fund: PSB -

Village Sourced Bldg

Improvements	400-75-65025	\$ 650,000	\$ 159,649	\$ 490,351	\$ -	\$ 650,000	\$ 490,351
		<u>\$ 650,000</u>	<u>\$ 159,649</u>	<u>\$ 490,351</u>	<u>\$ -</u>	<u>\$ 650,000</u>	<u>\$ 490,351</u>

NOTE: Funds were previously budgeted for as part of the Public Safety Building Project, so a Budget Modification is not required for the Sole Source purchase request.



100 Hunter Place
 Youngsville, NC 27596
 Phone: (919) 554-2244, (800) 356-7311
 Fax: (919) 554-2266, (800) 899-8181
 www.sirchie.com

Quote Number: 1074092
 Quote Date: 9/25/2023
 Prepared by: Jen Paschall
 Email: jpaschall@sirchie.com
 Modified by:
 RE: RFQ RFQ Engleman
 FOB

Extended Sales Hours Monday - Friday, 8AM-7PM EST

QUOTE

Cust No: 0053108
Attention: Shawn Engleman
Fax No.:
Phone No.: (262) 835-4423

Bill to Address:
 City of Caledonia
 6900 Nicholson Road
 Accounts Payable
 Caledonia, WI 53108

Ship to Address:
 Caledonia Police Department
 6900 Nicholson Road
 Shawn Engleman (262) 435-4799
 Caledonia, WI 53108

E-mail: sengleman@caledonia-wi.gov

Qty	Description	Unit Price	Total
1	ACDD760 NARKsafe 36" Powder Safety Wor Shawn Engleman (262) 435-4799	\$10,561.86	\$10,561.86

Payment Details

Terms: NET 30 DAYS
 Expected Delivery: 14-16 Weeks ARO
 Expiration: 90 Days
 Federal ID No.: 26-1186682

Net Order: 10,561.86
 Less Discount: 0.00
 Shipping & Handling: 388.74
 Sales Tax: 0.00
Order Total: 10,950.60

Thank you for your continued interest in SIRCHIE products. When placing your order, please reference your quote number provided above. If you have any questions or concerns, please do not hesitate to call.

Signature: _____

Jen Paschall

By placing this order, you are acknowledging you are a United States purchaser and agree not to ship products internationally and /or engage in a subsequent resale leading to the export of these items. Certain commodities cannot be exported from the United States without specific approval from the Department of Commerce (Part 730 et seq., U.S. Export Administration Regulations) and/or the Department of State (22 C.F.R. 120-130, ITAR). Diversion contrary to U.S. law is prohibited.

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the TOWN OF CALEDONIA, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User’s access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User’s access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 6.5% percent of “Net Collections” and and/or 5.5% for Fire/MVA for as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are

paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on September 1, 2023 and shall thereafter continue through August 31, 2026 (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Town of Caledonia
PO Box 1
Caledonia, NY 14423

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103
Contracts@emsbilling.com

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Town of Caledonia

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act”

(Signature of Finance Officer)

(Print Name)

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2023, by and between the Town of Caledonia hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Town of Caledonia

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

CHAPTER 3

Village Board

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
2-3-1	Village Board; Elections to.	Charter 2006-001	02-20-06
2-3-2	General Powers and Duties of the Village Board		
2-3-3	Reserved <u>Miscellaneous Powers of the Village Board</u> Chairperson <u>President</u>		
2-3-4	Powers and Duties of Village Board Chairperson <u>President</u>		
2-3-5	Internal Powers of the Board		
2-3-6	Meetings of the Village Board	2016-02	01/18/16
2-3-7	Special Meetings of the Board	2016-02	01/18/16
2-3-8	Open Meetings		
2-3-9	Quorum		
2-3-10	Presiding Officer		
2-3-11	Order of Business		
2-3-12	Introduction of Business, Resolutions and Ordinances; Disposition of Communications	2019-17	12/03/19
2-3-13	Conduct of Deliberations		
2-3-14	Procedure at Public Hearings		
2-3-15	Reconsideration of Questions		
2-3-16	Call for the Previous Question		
2-3-17	Publication or Posting of Ordinances and Resolutions	2008-06 2016-02	06/17/08 01/18/16
2-3-18	Suspension of Rules		
2-3-19	Committees of Village Board	2006-06 2019-08	02-20-06 06/03/19

SEC. 2-3-1 VILLAGE BOARD; ELECTIONS TO.

[DRAFTER'S NOTE: Sec. 2-3-1(a) will need to be adopted by a separate charter ordinance]

(a) Election. The Village Board of the Village of Caledonia shall consist of a President and five ~~sevensix (675) Supervisors~~Trustees. Each office shall have a term of two years. They shall include a ~~Chairperson~~President and ~~Supervisors~~Trustees numbered One through ~~Six~~Four. The ~~Chairperson~~President and ~~Supervisors~~Trustees ~~One, and Three~~ and Five shall be elected in the odd-numbered years. ~~Supervisors~~Trustees ~~Two, and Four~~ and Six shall be elected in the even-numbered years. Notwithstanding any other provision of law to the contrary, no person shall be eligible to be nominated, elected or to serve in more than one

(1) of the numbered seats for the office of Trustee of the Village of Caledonia at the same time or in one (1) of the numbered seats and as President at the same time.

~~(b)~~

~~(c) **Quorum.** The quorum for any meeting of the Village Board shall be three ~~four (4)~~ Supervisors Trustees.~~

~~(be) **Acting Chairperson President.** The Chairperson President may designate another Supervisor Trustee to chair Village Board meetings in his absence or wWhen they remove s themhimself temporarily from the chair for purposes of debate or the making or seconding of a motion. This Section does not require the Chairperson President to remove himself from the chair in order to debate or make or second a motion.~~

~~(d) Subsequent to the Village's first regular spring election to be held on April 4, 2006, Village Trustees shall be nominated and elected for non-partisan primaries and elections at large by numbered seats. The three individuals receiving the highest number of votes on April 4, 2006 shall be elected to two-year Village Trustee terms and shall be assigned seats numbered two (2), four (4), and six (6). The three individuals receiving the next highest number of votes on April 4, 2006 shall be elected to one-year Village Trustee terms and shall be assigned seats numbered one (1), three (3), and five (5). The Village Board shall determine the manner in which the three (3) even-numbered seats and the three (3) odd-numbered seats are assigned to particular two-year and one-year Trustees, respectively. Notwithstanding any other provision of law to the contrary, no person shall be eligible to be nominated, elected or to serve in more than one (1) of the numbered seats for the office of Trustee of the Village of Caledonia at the same time.~~

State Law Reference: ~~Section Wis. Stats § 610.20, Wis. Stats.~~

SEC. 2-3-2 GENERAL POWERS AND DUTIES OF THE VILLAGE BOARD.

~~(a) **Charge of Village Affairs.** The Village Board shall have charge of all affairs of the Village not committed by law to another body or officer or to Village employee(s) and all powers of a Village as outlined set forth in Wis. Stats. Chapter 61.~~

~~(b) **Charge of Actions.** The Village Board has charge of any action or legal proceeding to which the Village is a party.~~

~~(c) **Village Powers.** As authorized under Sec. 60.10(2)(c), Wis. Stats., and Sec. 2-1-2 of this Code, the Village Board shall exercise powers relating to villages and conferred on village boards under Ch. 61, Wis. Stats., except those powers which conflict with statutes relating to villages and village boards.~~

~~(d) **Pursue Certain Claims of Village.** The Village Board shall demand payment of penalties and forfeitures recoverable by the Village and damages incurred by the Village due to breach of official bond, injury to property or other injury. If, following demand, payment is not made, the Board shall pursue appropriate legal action to recover the penalty, forfeiture or damages.~~

State Law Reference: Sections 60.10(2)(c) and 60.22, Wis. Stats.

SEC. 2-3-3 MISCELLANEOUS POWERS OF THE VILLAGE BOARD.

The Village Board may:

- (a) ~~**Joint Participation.** Cooperate with the state, counties and other units of government under Sec. 66.30, Wis. Stats., including cooperative arrangements revolving the acquisition, development, remodeling, construction, equipping, operation and maintenance of land, buildings and facilities for regional projects, whether or not located in the Village.~~
- (b) ~~**Utility Districts.** Establish utility districts under Sec. 66.072, Wis. Stats., and provide that any convenience or public improvement in the district be paid for under that Section.~~
- (c) ~~**Appropriations for Civic and Other Functions.** If authorized under Sec. 60.10(3)(b), Wis. Stats., appropriate reasonable amounts of money for gifts or donations to be used to:

 - (1) ~~Further civic functions and agricultural societies.~~
 - (2) ~~Advertise the attractions, advantages and natural resources of the Village.~~
 - (3) ~~Attract industry.~~
 - (4) ~~Establish industrial complexes.~~
 - (5) ~~Establish, maintain and repair ecological areas. Provide for the organization, equipment and maintenance of a municipal band or for the employment of other bands to give concerts and municipal entertainment in the Village.~~~~
- (d) ~~**Village Industrial Development Agency.** In order to promote and develop the resources of the Village, appropriate money for and create a Village industrial development agency or appoint an executive officer and provide staff and facilities for a nonprofit organization organized to act under this Subsection. A Village industrial development agency created under this Subsection and Sec. 60.23(4), Wis. Stats., may:

 - (1) ~~Develop data regarding the industrial needs of, advantages of and sites in the Village.~~
 - (2) ~~Engage in promotional activities to acquaint prospective purchasers with industrial products manufactured in the Village.~~
 - (3) ~~Coordinate its activities with the Regional Planning Commission, the Wisconsin Department of Development and private credit development organizations.~~
 - (4) ~~Engage in any other activity necessary for the continued improvement of the Village's industrial climate.~~~~
- (e) ~~**Cooperation in County Planning.** Cooperate with the county in rural planning under Secs. 27.015, 59.07(65) and 59.97, Wis. Stats.~~
- (f) ~~**Conservation of Natural Resources.** If authorized by the Village meeting under Sec. 60.10(3)(a), Wis. Stats., appropriate money for the conservation of natural resources or for payment to a bona fide nonprofit organization for the conservation of natural resources within the Village or beneficial to the Village. No payment may be made to a nonprofit organization unless the organization submits and the Village Board approves a detailed plan of the work to be done. The plan shall include the name of the owner of any property on which work is to be performed.~~
- (g) ~~**Obstructions in Non-navigable Waters.** Remove, at the expense of the Village, any obstruction located in the Village which prevents the natural flow of water in a non-navigable stream. One or more Supervisors, or a designee of the Board, may enter upon any land if necessary to remove the obstruction.~~
- (h) ~~**Emergency Pest and Disease Control.** Appropriate money for the control of insects, weeds or plant or animal diseases if:

 - (1) ~~An emergency arises within the Village due to insects, weeds or plant or animal diseases; and~~
 - (2) ~~The Board determines that any delay resulting from calling a special Village meeting to authorize the Village Board to appropriate money for this purpose under Sec.~~~~

~~60.10(3)(c), Wis. Stats., would result in serious harm to the general welfare of the Village.~~

- ~~(i) **Bowling Alleys, Pool Tables and Amusement Devices.** Regulate, including the licensing of, bowling alleys, billiard and pool tables and other amusement devices maintained in commercial facilities. If a license is required; the Board shall establish the term of the license, not to exceed one (1) year, and the license fee. The Board may suspend or revoke, for cause, a license issued under this Subsection. Any person violating a regulation adopted under this Subsection shall forfeit to the Village an amount established by the Village Board.~~
- ~~(j) **Reimbursement of School Districts for Providing Transportation in Hazardous Areas.** Reimburse a school district for costs incurred by the district under Sec. 121.54(9), Wis. Stats., in transporting pupils who reside in the Village.~~
- ~~(k) **Exchange Tax Credit for County Land.** Authorize the Village Treasurer to exchange any credit the Village has with the county, arising from delinquent real estate taxes, for county-owned lands.~~
- ~~(l) **Associations of Villages.** Appropriate money to purchase membership in any association of village boards, village officials or village government for the protection of village interests and improvement of village government.~~
- ~~(m) **Vacation of Alleys.** Vacate any alley in the Village under Sec. 66.296, Wis. Stats. The Village Board may not vacate, under this Subsection, an alley adjacent to land fronting a state or county trunk highway.~~
- ~~(n) **Cemeteries.** Provide for cemeteries under Ch. 157, Wis. Stats.~~
- ~~(o) **Change Street Names.** Name, or change the name of, any street in the Village under Sec. 81.01(11), Wis. Stats.~~
- ~~(p) **Neighborhood Watch Program and Signs.** Authorize a neighborhood watch program. The Village Board may place within the right-of-way of a street or highway under the jurisdiction of the Village a neighborhood watch sign of a uniform design approved by the Department of Transportation. If the Village Board obtains the approval of the County Board, the Village Board may place a sign under this Subsection within the right-of-way of a county trunk highway within the limits of the Village. No sign under this Subsection may be placed within the right-of-way of a highway designated as part of the national system of interstate and defense highways.~~
- ~~(q) **Use of Firearms.** Regulate the careless use of firearms and impose forfeitures for violation of the regulations.~~
- ~~(r) **Fences in Subdivisions.** Require a subdivider to construct a fence under Sec.90.02, Wis. Stats., on the boundary of a subdivision, as defined under Sec. 236.02(8), Wis. Stats., as a condition of plat approval by the Village. The fence shall be maintained under Sec. 90.05 2), Wis. Stats., and repaired under Sees. 90.10 and 90.11.~~
- ~~(s) **Disposition of Dead Animals.** Notwithstanding Sections 59.07(84) and 95.50(3), Wis. Stats., dispose of any dead animal within the Village or contract for the removal and disposition with any private disposal facility. The Village may enter into a contract with any other governmental unit under Sec. 66.30 to provide for the removal and disposition, The Village may recover its costs under this Subsection by levying a special assessment under Sec. 66.345, Wis. Stats.~~

State Law Reference: Section 60.23, Wis. Stats.

SEC. 2-3-4 POWERS AND DUTIES OF VILLAGE BOARD CHAIRPERSON PRESIDENT.

~~The Ppresident shall be, by virtue of the office a Ttrustee, and preside at all meetings of the Bboard. The President shall be counted for purposes of a quorum, and shall have a vote as Ttrustee, and sign all ordinances, rules, bylaws, regulations, commissions, licenses and permits adopted or authorized by the Bboard and all orders drawn on the Ttreasury except as provided by Wis. Stat. § s-66.0607. The Ppresident shall maintain peace and good order, see that the ordinances are faithfully obeyed, and in case of disturbance, riot or other apparent necessity appoint as many special marshals as the Ppresident shall deem necessary, who for the time being shall possess all the powers and rights of constables. The Ppresident shall have charge of the Vvillage jail, which the Ppresident shall conduct in the manner provided in Wis. Stat. s§. 62.09 (13) (c); but the Ppresident may delegate this duty to the constable or any police officer of the village.~~

~~(a) — **General Powers and Duties.** The Village Board Chairperson shall:~~

[DRAFTER’S NOTE: The offices of constable and marshal have been abolished already.]

State law reference: Wis. Stat. § 61.24.

- ~~(1) — Preside at Board meetings. Preside over meetings of the Village Board.~~
- ~~(2) — Preside at Village meetings. Preside over Village meetings as provided under Sec. 60.13, Wis. Stats., and Sec. 2-2-5 of this Code.~~
- ~~(3) — Sign documents.
 - a. — Sign all ordinances, resolutions, bylaws, orders, regulations, commissions, licenses and permits adopted or authorized by the Village Board unless the Village Board, by ordinance, authorizes another officer to sign specific types of documents in lieu of the Chairperson. The Board, by ordinance, may authorize use of a facsimile signature.
 - b. — Sign all drafts, order checks and transfer orders as provided under Sec. 66.042, Wis. Stats.~~
- ~~(4) — Assure Administration of Statutes. Supervise the administration of the Wisconsin Statutes relating to the Village and Village operations to see that they are faithfully executed.~~
- ~~(5) — Act on behalf of Board. Act, on behalf of the Village Board, to:

 - a. — See that Village orders and Ordinances are obeyed.
 - b. — See that peace and order are maintained in the Village.
 - c. — Obtain necessary assistance, if available, in case of emergency, except as provided under Ch. 166. Wis. Stats.~~
- ~~(6) — Act on authorization of Board. If authorized by the Village Board, act on behalf of the Board to:

 - a. — Direct, as appropriate, the solicitation of bids and quotations for the Village's purchase of equipment, materials and services and submit the bids and quotations to the Village Board for approval.
 - b. — Represent, or designate another officer to represent, the Village at meetings of, and hearings before, governmental bodies on matters affecting the Village.~~
- ~~(b) — **Administer Oaths.** The Chairperson may administer oaths and affidavits on all matters pertaining to the affairs of the Village.~~
- ~~(c) — **Other Responsibilities.** In addition to the powers and duties under this Section, the Chairperson has the following responsibilities:~~

- ~~(1) — Nominate election officials when the Village Board disapproves the nominee of a party committee under Sec. 7.30(4)(b)2, Wis. Stats.~~
- ~~(2) — Serve as caucus official under Sec. 8.05(1)(c), Wis. Stats.~~
- ~~(3) — Sue on official bonds under Sec. 19.015, Wis. Stats.~~
- ~~(4) — Execute and sign a certificate of indebtedness in connection with obtaining a state trust fund loan under Sec. 24.67, Wis. Stats.~~
- ~~(5) — Serve as Village fire warden under Sees. 26.13 and 26.14, Wis. Stats.~~
- ~~(6) — Appoint members of the Board of Harbor Commissioners under Sec. 30.37(3), Wis. Stats.~~
- ~~(7) — Appoint members of library boards under Sees. 43.54(1)(a) and 43.60(3), Wis. Stats.~~
- ~~(8) — Exercise the powers and duties specified for a mayor under Sec. 62.13, Wis. Stats., if the Village creates a joint board of police and fire commissioners or joint police or fire department with a village under Sec. 61.65(3g)(d)2, Wis. Stats., or a board of police and fire commissioners under Sec. 60.57, Wis. Stats.~~
- ~~(9) — Provide an annual estimate of funds necessary for any utility district established under Sec. 66.072(2), Wis. Stats.~~
- ~~(10) — Publish annually a notice regarding noxious weeds and appoint one (1) or more commissioners of noxious weeds under Sees. 66.96 to 66.99, Wis. Stats.~~
- ~~(11) — Sign general obligation bonds issued by the Village under Sec. 67.08(1), Wis. Stats.~~
- ~~(12) — If authorized by the Village Board, represent the interests of the Village in connection with appearances before the State Tax Appeals Commission under Sec. 70.64(5), Wis. Stats.~~
- ~~(13) — Approve the bond of the Village Treasurer delivered to the County Treasurer under Sec. 70.67(1), Wis. Stats.~~
- ~~(14) — Perform duties in connection with selection of jurors in actions relating to the taking of property to provide access to a cemetery, fairground or land used for industrial expositions under Sec. 80.48(3) and (4), Wis. Stats.~~
- ~~(15) — Sign orders for payment of work performed and materials furnished on Village highways under Sec. 81.04, Wis. Stats.~~
- ~~(16) — See that all tunnels in the Village are constructed under Sec. 81.35, Wis. Stats., and that they are kept in good repair.~~
- ~~(17) — If applicable, serve as a member of the County Highway Committee under Sec. 83.015(1)(d), Wis. Stats.~~
- ~~(18) — If applicable, close county trunk highways when rendered dangerous for travel and notify the Highway Commissioner under Sec. 83.09, Wis. Stats.~~
- ~~(19) — If applicable, appoint members to Airport commissions under Sec. 114.14(2), Wis. Stats.~~
- ~~(20) — Perform the Village Chairperson's duties related to jewelry auction sales under Sec. 130.07, Wis. Stats.~~
- ~~(21) — Under Sec. 167.10, Wis. Stats., enforce regulation of fireworks.~~
- ~~(22) — Perform the Village Chairperson's duties related to stray animals and lost goods under Ch. 170, Wis. Stats.~~
- ~~(23) — Perform the Village Chairperson's duties related to distrained animals under Ch. 172, Wis. Stats.~~
- ~~(24) — Perform the Village Chairperson's duties related to animals that have caused damage in the Village under Ch. 173, Wis. Stats.~~
- ~~(25) — Perform the Village Chairperson's duties related to municipal power and water districts under Ch. 198, Wis. Stats.~~

- ~~(26) Cause actions to be commenced for recovery of forfeitures for violations of Village Ordinances that can be recovered in municipal court under Sec. 778.11, Wis. Stats.~~
- ~~(27) Notify the district attorney of forfeitures which may not be recovered in municipal court under Sec. 778.12, Wis. Stats.~~
- ~~(28) Approve bonds furnished by contractors for public works under Sec. 779.14(1), Wis. Stats.~~
- ~~(29) Designate, at a duly called meeting of the Village Board, an Acting Chairperson from among the remaining Village Supervisors. Such person shall assume the powers and duties of the Village Board Chairperson, and preside over meetings of the Village Board, in the absence of the Chairperson. Such designation shall remain in effect until changed at a subsequent Village Board meeting.”~~

State Law Reference: Section 60.24, Wis. Stats.

The president shall be by virtue of the office a trustee and preside at all meetings of the board and have a vote as trustee, sign all ordinances, rules, bylaws, regulations, commissions, licenses and permits adopted or authorized by the board and all orders drawn on the treasury except as provided by s. 66.0607. The president shall maintain peace and good order, see that the ordinances are faithfully obeyed, and in case of disturbance, riot or other apparent necessity appoint as many special marshals as the president shall deem necessary, who for the time being shall possess all the powers and rights of constables. The president shall have charge of the village jail, which the president shall conduct in the manner provided in s. 62.09 (13) (c); but the president may delegate this duty to the constable or any police officer of the village.

SEC. 2-3-5 INTERNAL POWERS OF THE BOARD.

The Village Board has power to preserve order at its meetings, compel attendance of [Supervisors](#) [Trustees](#) and punish nonattendance.

[DRAFTER’S NOTE – Does the Village want to add additional provisions here?]

SEC. 2-3-6 MEETINGS OF THE VILLAGE BOARD.

Regular meetings of the ~~Caledonia~~ Village Board shall be as scheduled and noticed by the Village Board. All meetings of the Board shall be held at the Village Hall of the Village of Caledonia unless specified otherwise in the minutes of the preceding meeting or by written notice posted at the regular meeting place at least twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. Sec. § 19.84(3), ~~Wis. Stat.~~ The Clerk shall cause public notice to be posted in at least one (1) public place likely to give notice to persons affected and placed electronically on an Internet site maintained by the Village no less than twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. Sec. § 19.84(3), ~~Wis. Stat.~~.

SEC. 2-3-7 SPECIAL MEETINGS OF THE BOARD.

Special meetings may be called by the ~~Village~~ President or by any two (2) Trustees by notifying the Clerk no less than twenty-four (24) hours prior to the specified time of the meeting. The Clerk shall immediately notify all Trustees of the time and place of the meeting and shall cause public notice to be posted in at least one (1) public place likely to give notice to persons affected and placed electronically on an Internet site maintained by the Village no less than twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. ~~See~~ § 19.84(3), Wis. Stat.

SEC. 2-3-8 OPEN MEETINGS.

All Village Board and Village Committee meetings shall be open to the public pursuant to law and be held in compliance with Wisconsin's Open Meeting Law under Ch. 19 of the Wisconsin Statutes.

State Law Reference: Wis. Stat. Ch. 19, Subch. IV, ~~Wis. Stats.~~

SEC. 2-3-9 QUORUM.

~~Three-Four (43) Supervisors-Trustees~~ shall constitute a quorum, but a lesser number may adjourn if a majority is not present.

SEC. 2-3-10 PRESIDING OFFICER.

The ~~Chairperson-President~~ shall preside at all meetings of the Village Board when present. In the absence of the ~~Chairperson-President~~, the Acting ~~Chairperson-President~~ shall preside. In their absence, the Village Board may select another ~~Supervisor-Trustee~~ to preside and, in such case, the Clerk shall call the meeting to order and preside until the Village Board selects a ~~Supervisor-Trustee~~ to preside.

SEC. 2-3-11 ~~ORDER OF BUSINESS. MEETING AGENDAS.~~

DRAFTER'S NOTE: does this match the recent changes made to the agenda order of items?]

- (a) ~~Order of Business Agenda Items~~. At all meetings, the following ~~order-items~~ may be ~~observed-addressed~~ in conducting the business of the Village Board:
- (1) Call to Order by presiding officer;
 - (2) Roll call;
 - (3) Reading and correcting the financial report and the minutes of the last preceding meeting or meetings;
 - ~~(3)~~(4) Citizen Comments;
 - ~~(4)~~(5) Presentation of petitions and communications;
 - ~~(5)~~(6) Reports from officials of the Village;

- ~~(6)~~(7) Reports from committees;
- ~~(7)~~(8) Unfinished business remaining from preceding sessions in the order in which it was introduced;
- ~~(8)~~(9) New business; ordinances and resolutions may be introduced and considered; Business as may be presented by the ~~Chairperson-President, and Supervisors Trustees~~ and/or Village Administrator;
- ~~(9)~~(10) Any other business permitted by law;
- ~~(10)~~(11) Adjournment.

(b) **Agenda Preparation.**

- (1) The Village Administrator and Village Clerk shall prepare an agenda incorporating the matters comprising the order of business; and
- ~~(2) There be included on said agenda a time for hearing citizens wishing to address the Board; and~~
- ~~(23) No matter requiring research, investigation or decision shall be placed on the agenda of the Village Board unless a request to do so is made to the Village Administrator or Village Clerk at least two (2) days prior to the meeting, unless _____, nor shall the agenda be amended to include said matter, either prior to ordering the meeting, except when the members of the Board unanimously agree to the agenda addition.~~
[SHOULD DISCUSS STRICT RULE]

(c) **Agenda Order to be Followed; Citizen Comments Length.** No business shall be taken up out of order on a posted agenda unless by unanimous consent of all ~~Supervisors Trustees~~ present and in the absence of any debate whatsoever. The ~~Chairperson-President~~ or presiding officer may impose a time limit on the length of time citizens may address the Board.

(d) ~~Agenda Roll Call Attendance; Procedure When Quorum Not in Attendance.~~ As soon as the Board shall be called to order, the Clerk shall proceed to call the names of the members in alphabetical order, noting who are present and who are absent, and whether such absence is excused, and record the same in the proceedings minutes of the Village Board. If it shall appear that there is not a quorum present, the fact shall be entered on the journal and the Board may shall adjourn.

SEC. 2-3-12 INTRODUCTION OF BUSINESS, RESOLUTIONS AND ORDINANCES; DISPOSITION OF COMMUNICATIONS.

(a) **Ordinance Adoption Procedures.**

~~(1) Ordinances to be in Writing.~~ All ordinances submitted to the Village Board shall be in writing and shall include at the outset a brief statement of the subject matter and a title. ~~All written material introduced shall be read and then discussed and acted upon as the Village Board deems appropriate.~~

~~(1)~~

~~(1) (2)~~

~~(2)~~ (2) Subject and Numbering of Ordinances. Each Ordinance shall be related to no more than one (1) subject. Amendment or repeal of Ordinances shall only be accomplished if the amending or repealing Ordinance contains the section number and title of the Ordinance to be amended or repealed, and title of amending and repealing Ordinances shall reflect their purpose to amend or repeal.

- (3) Notice. The Village Board may take action on an Ordinance only if it appears on the written agenda for the meeting at which action is requested in order to provide proper legal notice.
 - (4) Reading. An ordinance may, at the discretion of the Village Board, be acted upon at the same meeting it is introduced. An ordinance shall be read by title only before a final vote is taken, unless requested by a Trustee to be read in full.
 - (5) Special Meetings. A reading of an ordinance may be had at any special Village Board meeting called for the purpose of considering such an ordinance or where such ordinance is added to the written agenda providing proper legal notice.
- (b) **Disposition of Petitions, Communication, Etc.** Every petition or other writing of any kind, addressed to the Board, Clerk or other Village officer for reference to the Village Board, shall be delivered by the Clerk or such other Village officer to the Chairperson-President or to the presiding officer of the Board as soon as convenient after receipt of same and, in any event, prior to or at the opening of the next meeting of the Board following the receipt of same.

SEC. 2-3-13 CONDUCT OF DELIBERATIONS.

- (a) A roll call shall not be necessary on any questions or motions except as follows:
 - (1) When the ayes and noes are requested by any member.
 - (2) On confirmation and on the adoption of any measure assessing or levying taxes, appropriations or disbursing money, or creating any liability or charge against the Village or any fund thereof.
 - (3) When ~~requested~~required by the State Statutes of Wisconsin.
- (b) All aye and nay votes shall be recorded in the official minutes.
- (c) Except as provided below, the Village Board shall, in all other respects, determine the roles of its procedure, which shall be governed by Robert's Rules of Order, which is hereby incorporated by reference, unless otherwise provided by Ordinance or Statute, except when otherwise limited or modified by this Code of Ordinances:
 - (1) No ~~Supervisor-Trustee~~ shall address the Board until ~~they~~he ~~has~~aves been recognized by the presiding officer. ~~They~~He shall thereupon address ~~them~~himself~~ves~~sf to the ~~chairman~~President and confine ~~their~~his remarks to the question under discussion and avoid all personalities.
 - (2) When two (2) or more members simultaneously seek recognition, the presiding officer shall name the member who is to speak first.
 - (3) No person other than a member shall address the Board except under order of business, except that citizens may address the Board with the permission of the presiding officer as to matters which are being considered by the Board at the time.
 - (4) No motion shall be discussed or acted upon unless and until it has been seconded. No motion shall be withdrawn ~~or amended~~ without the consent of the person making the same and the person seconding it.

[DRAFTER'S NOTE: Do you want to revise this section? Chapter 3 is intended to apply to the Village Board so broader application of the next few sections is incorrect. We suggest a new chapter – Title 2 Chapter 8 that can govern all public hearings.]

SEC. 2-3-14 PROCEDURE AT PUBLIC HEARINGS.

- (a) The ~~Chairperson~~ President shall ~~then~~ call on ~~those~~ persons ~~who~~ wishing to speak in favor ~~for~~ of the proposition. Each person wishing to speak for the proposition shall give his or her name and address.
- ~~(b)~~ Each person speaking on behalf of the proposition ~~shall be limited in time of five (5) minutes.~~
- ~~(be)~~ The ~~Chairperson~~ President shall then call on those persons who wish to speak in to ~~opposition~~ of the proposition. Each person wishing to speak in opposition to the proposition shall give his or her name and address and shall be limited to five (5) minutes.
- ~~(d)~~ ~~Each such person wish to speak in opposition to the proposition shall give his or her name and address and shall also be limited to five (5) minutes.~~
- ~~(ec)~~ Any person wishing to speak in rebuttal to any statements made may do so, with the permission of the ~~Chairperson~~ President, ~~do so, p~~ Provided, ~~however~~, such rebuttal statement shall be limited to three (3) minutes by any one (1) individual per person.
- ~~(f)~~ (d) When the ~~Chairperson~~ President, in their ~~his~~ discretion, is satisfied that the proposition has been heard, ~~they~~ he shall announce the fact that the hearing is concluded and ask for a motion to close the public hearing.

[DRAFTER’S NOTE: Do you want an individual chapter indicating that Robert’s Rules apply to all bodies and which can capture the next few sections. It could be Ch. 9 of Title 2.]

SEC. 2-3-15 RECONSIDERATION OF QUESTIONS.

~~It shall be in order for any~~ Any member ~~if~~, in the majority, ~~may to~~ move for ~~the~~ reconsideration of any vote in question at the same meeting or at the next succeeding regular adjourned meeting. A motion to reconsider being put and lost shall not be renewed.

SEC. 2-3-16 CALL FOR THE PREVIOUS QUESTION.

Any member desirous of terminating the debate may call the previous question when the question announced by the ~~Chairperson~~ President shall be "shall the main question be put?" If a majority of the members present vote in the affirmative, the main question shall be put to a vote without further debate, and its effect shall be to put an end to all debate and bring the Board to a direct vote, first upon ~~the~~ any pending amendment and then upon the main question.

SEC. 2-3-17 PUBLICATION OR POSTING OF ORDINANCES AND RESOLUTIONS.

- (a) **General Requirement.** The Village Clerk shall publish as a Class 1 notice under Wis. Stat. Ch. 985, ~~Wis. Stats.~~, or post in at least one (1) public place in the Village likely to give notice to the public and persons affected and placed electronically on an Internet site maintained by the Village, the following, within one (1) week after passage or adoption, unless otherwise required by applicable Wisconsin Statute:

- (1) Notice of newly created ordinances adopted by the Village Board that includes the information required under ~~Section Wis. Stat. § 61.50(3), Wis. Stats.~~, if published; or if posted, the ordinance must be posted in its entirety.
 - (2) Resolutions if required by another applicable Wisconsin Statute.
- (b) **Exception for Municipal Obligations.** Nothing under Subsection (a) may be deemed to require notice under this Subsection of the passage of any resolution authorizing the issuance of municipal obligations, as defined under ~~See Wis. Stat. § 67.01, Wis. Stats.~~
- (c) **Requirement for Forfeitures.** If an Ordinance imposes a forfeiture, posting may not be used in lieu of publication under Subsection (a).
- (d) **Effective Upon Publication.** An Ordinance or resolution ~~required to be published or posted under this Section shall take effect the day after its publication or posting, or at a later date if expressly provided in the Ordinance~~ or resolution.
- (e) **Affidavit of Posting.** If an Ordinance or resolution, is published or posted under this Section, the Village Clerk shall sign an affidavit attesting that the item was published or posted as required by this Section and stating the date and place of posting. The affidavit shall be filed with other records under the jurisdiction of the Clerk.

State Law Reference: ~~Wis. Stat. Ch. 985, Wis. Stats.~~

SEC. 2-3-18 SUSPENSION OF RULES.

Any of the provisions of Sections 2-3-13 through 2-3-16, inclusive, of this Code may be suspended temporarily by a majority of the Board members present at any meeting.

SEC. 2-3-19 COMMITTEES OF VILLAGE BOARD.

- (a) **Establishment.** The following shall be the standing committees of the Village Board:
- (1) Finance;
 - (2) Legislative and Licensing;
 - (3) Personnel;
 - (4) Public Works; and
 - (5) Committee of the Whole.
- (b) **Committee Membership.**
- (1) Standing committees of the Village Board shall consist of at least two (2) members.
 - (2) Every trustee shall serve on at least one committee.
 - (3) No trustee shall serve on more than two (2) standing committees.
- (c) **Committee Operations.**
- (1) The ~~Village~~ President shall appoint members of the Village Board to the standing committees, except that the Committee of the Whole shall consist of all of the members of the Village Board.

- (2) Appointments shall be made annually following election of members to the Village Board. In addition, at ~~his or her~~their pleasure, from time-to-time the Village President may remove members and appoint other members to the committees.
- (3) The ~~Village~~ President shall designate one of the members of a committee as Chairperson of the committee.
- (4) The ~~Village~~ President shall be an ex officio, non-voting member of any committee of which he or she is not otherwise a member. However, the ~~Village~~ President shall be entitled to vote on all matters presented to the Board. The ~~Village~~ President, at the request of the committee chairperson, shall be considered in determining if a committee quorum is present only if his presence is needed to obtain a quorum and in which case, he shall be entitled to vote on said committee. In those instances, where the ~~Village~~ President is not needed to make a quorum, he may still vote to break a tie vote of committee members.
- (5) If an appointed member of a committee ~~will is~~be absent, the committee member may designate an alternate member of the Village Board to attend one or more committee meetings on his or her behalf so that the committee meeting can proceed as scheduled. In the absence of a designation of an alternate member, the Village President may act under subsection (4) above or may designate a member of the Village Board to act as an alternate for the appointed member for one or more meetings during an absence of the appointed member. Any alternates designated hereunder shall be counted for purposes of determining a quorum and shall have the same powers to vote on all matters that may come before the committee.

~~(5)~~ —

(d) **Meetings.**

- (1) Meetings of committees shall be noticed, held and recorded in accord with the Open Meetings of Governmental Bodies, ~~See Wis. Stat. § 19.834, et. seq. of the Wisconsin Statutes.~~
- (2) The chairperson of the committee shall be responsible ~~for to set~~setting the agenda for the committee meetings.

————— A majority of the members of a committee shall constitute a quorum for purposes of a committee meeting. If after a meeting is called to order with a quorum being present, one or more members shall depart so that there shall be less than a quorum present, the remaining member or members shall constitute a quorum merely for the purpose of taking information. Such a lesser quorum shall not take any other action on any matters.

(3)

(e) **General Duties and Powers.**

- (1) Each standing committee shall study, conduct investigations, and make recommendations and shall perform such other duties as the Village Board may from time-to-time direct relative to their areas of responsibility, or as set forth in the Village's Code of Ordinances.
- (2) Each standing committee shall meet as necessary with officials of the appropriate departments, boards or commissions.
- ~~(3) All appointments, including reappointments to boards, commissions, department head positions or to committees, except the standing committees,~~

~~shall be referred by the President of the Village Board to one or more appropriate standing committees for review and recommendation. The committee(s) shall investigate, study and interview prospective appointees and nominees and shall perform such other duties as the Village Board may from time to time direct relative to such reviews. The committee(s) shall may interview prospective appointees and nominees with respect to their familiarity with the Village, their expertise and qualifications for service on the committee, board, commission, or position in question, their understanding of the rules of procedure and due process, and their philosophy with respect to any issue or concern which the committee, board, commission, or department in question will, in all likelihood, face or be subjected to.~~

~~(4)~~(3) In the event of referral to more than one committee, action must be taken separately by each committee, although joint meetings may be held, and joint reports may be issued.

~~(5)~~(4) Each standing committee may refer matters relating to their areas of responsibility to the Village Board.

(5) Each standing committee shall place an item on its agenda for citizens' comments and shall report to the Village Board such concerns as expressed by citizens. Each standing committee ~~shall~~ may refer ~~endeavor to respond to~~ the citizens' comments and inquiries ~~when requested~~ to requested by ~~citizensto~~ Village Staff for follow up.

~~(6)~~
(f)

Committee Applications and Appointments

(1) All appointments, including reappointments to boards, commissions, department head positions or to committees, except the standing committees and the Plan Commission, shall be referred by the President of the Village Board to one or more appropriate standing committees for review and recommendation (the "Reviewing Committee" as used in this Section).

(2) The Reviewing Committee may take applications, references, and other information from applicants for any of the committee(s). The Reviewing Committee shall then investigate, study and interview prospective appointees and nominees and shall perform such other duties as the Village Board may from time-to-time direct relative to such reviews.

(3) Any interview of prospective appointees and nominees held by the Reviewing Committee will relate to the applicant's familiarity with the Village, their expertise and qualifications for service on the committee, board, commission, or position in question, their understanding of the rules of procedure and due process, and their philosophy with respect to any issue or concern which the committee, board, commission, or department in question will, in all likelihood, face or be subjected to.

(4) Said applications and interviews to boards, commissions, and committees, shall take place after the election in April of each year. The Reviewing Committee's recommendations for appointments shall be made ~~no later than the final Village Board meeting of April~~ prior to first board meeting in May.

[DRAFTER'S NOTE: Do you mean Dept. Heads above?

(g) **Oversight Authority and Areas of Responsibility.** The committees shall perform such duties as follows and as are directed or provided from time-to-time by the Village Board:

- (1) **Finance Committee.** All matters relating to purchasing, finance, taxes, budgets, assessments, audits, insurance, and the sale, lease, purchase or disposition of any Village lands or buildings which are to come before the Village Board shall be referred to the Finance Committee.
- (2) **Legislative and Licensing Committee.** All matters relating to the policies and rules of procedure of the Village Board, intergovernmental relations, intergovernmental communications, pending or proposed legislation and other governmental matters and all matters related to or affecting licenses and permits which are to come before the Village Board shall be referred to the Legislative and Licensing Committee. The committee shall also have the authority to review, hold public hearings and act upon licenses and permits as delegated by the Village Board or applicable ordinance.
- (3) **Personnel Committee.** All matters relating to personnel matters arising out of Wisconsin Statutes Chapter 111, employment relations, employee classification, reclassification, labor contracts, collective bargaining, employee safety and working conditions, insurance related to employee benefits and risk management which are to come before the Village Board shall be referred to the Personnel Committee.
- (4) **Public Works.** All matters relating to highways, streets, dams, parks, recreation, and the Department of Public Works and all matters relating to major repairs, remodeling, expansion, construction, demolition, purchase, sale or lease of all Village buildings and grounds which are to come before the Village Board shall be referred to the Public Works Committee.

CHAPTER 3

Village Board

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
2-3-1	Village Board; Elections to.	Charter 2006-001	02-20-06
2-3-2	General Powers and Duties of the Village Board		
2-3-3	Reserved		
2-3-4	Powers and Duties of Village Board President		
2-3-5	Internal Powers of the Board		
2-3-6	Meetings of the Village Board	2016-02	01/18/16
2-3-7	Special Meetings of the Board	2016-02	01/18/16
2-3-8	Open Meetings		
2-3-9	Quorum		
2-3-10	Presiding Officer		
2-3-11	Order of Business		
2-3-12	Introduction of Business, Resolutions and Ordinances; Disposition of Communications	2019-17	12/03/19
2-3-13	Conduct of Deliberations		
2-3-14	Procedure at Public Hearings		
2-3-15	Reconsideration of Questions		
2-3-16	Call for the Previous Question		
2-3-17	Publication or Posting of Ordinances and Resolutions	2008-06 2016-02	06/17/08 01/18/16
2-3-18	Suspension of Rules		
2-3-19	Committees of Village Board	2006-06 2019-08	02-20-06 06/03/19

SEC. 2-3-1 VILLAGE BOARD; ELECTIONS TO.

[DRAFTER'S NOTE: Sec. 2-3-1(a) will need to be adopted by a separate charter ordinance]

- (a) **Election.** The Village Board of the Village of Caledonia shall consist of a President and six (6) Trustees. Each office shall have a term of two years. They shall include a President and Trustees numbered One through Six. The President and Trustees One, Three and Five shall be elected in the odd-numbered years. Trustees Two, Four and Six shall be elected in the even-numbered years. Notwithstanding any other provision of law to the contrary, no person shall be eligible to be nominated, elected or to serve in more than one (1) of the numbered seats for the office of Trustee of the Village of Caledonia at the same time or in one (1) of the numbered seats and as President at the same time.

- (b) **Acting President.** The President may designate another Trustee to chair Village Board meetings in his absence or when they remove themselves temporarily from the chair for purposes of debate or the making or seconding of a motion. This Section does not require the President to remove himself from the chair in order to debate or make or second a motion.

State Law Reference: Wis. Stats § 61.20.

SEC. 2-3-2 GENERAL POWERS AND DUTIES OF THE VILLAGE BOARD.

The Village Board shall have charge of all affairs of the Village not committed by law to another body or officer or to Village employee(s) and all powers of a Village as set forth in Wis. Stat. Chapter 61.

SEC. 2-3-4 POWERS AND DUTIES OF VILLAGE BOARD PRESIDENT.

The President shall be, by virtue of the office a Trustee, and preside at all meetings of the Board. The President shall be counted for purposes of a quorum, shall have a vote as Trustee, and sign all ordinances, rules, bylaws, regulations, commissions, licenses and permits adopted or authorized by the Board and all orders drawn on the Treasury except as provided by Wis. Stat. § 66.0607.

[DRAFTER’S NOTE: The offices of constable and marshal have been abolished already.]

State law reference: Wis. Stat. § 61.24.

SEC. 2-3-5 INTERNAL POWERS OF THE BOARD.

The Village Board has power to preserve order at its meetings, compel attendance of Trustees and punish nonattendance.

[DRAFTER’S NOTE – Does the Village want to add additional provisions here?]

SEC. 2-3-6 MEETINGS OF THE VILLAGE BOARD.

Regular meetings of the Village Board shall be as scheduled and noticed by the Village Board. All meetings of the Board shall be held at the Village Hall of the Village of Caledonia unless specified otherwise in the minutes of the preceding meeting or by written notice posted at the regular meeting place at least twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. § 19.84(3), The Clerk shall cause public notice to be posted in at least one (1) public place likely to give notice to persons affected and placed electronically on an Internet site maintained by the Village no less than twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. § 19.84(3).

SEC. 2-3-7 SPECIAL MEETINGS OF THE BOARD.

Special meetings may be called by the President or by any two (2) Trustees by notifying the Clerk no less than twenty-four (24) hours prior to the specified time of the meeting. The Clerk shall immediately notify all Trustees of the time and place of the meeting and shall cause public notice to be posted in at least one (1) public place likely to give notice to persons affected and placed electronically on an Internet site maintained by the Village no less than twenty-four (24) hours prior to the time specified for the meeting, except as may be allowed under Wis. Stat. § 19.84(3).

SEC. 2-3-8 OPEN MEETINGS.

All Village Board and Village Committee meetings shall be open to the public pursuant to law and be held in compliance with Wisconsin's Open Meeting Law under Ch. 19 of the Wisconsin Statutes.

State Law Reference: Wis. Stat. Ch. 19, Subch. V

SEC. 2-3-9 QUORUM.

Four (4) Trustees shall constitute a quorum, but a lesser number may adjourn if a majority is not present.

SEC. 2-3-10 PRESIDING OFFICER.

The President shall preside at all meetings of the Village Board when present. In the absence of the President, the Acting President shall preside. In their absence, the Village Board may select another Trustee to preside and, in such case, the Clerk shall call the meeting to order and preside until the Village Board selects a Trustee to preside.

SEC. 2-3-11 MEETING AGENDAS.

DRAFTER’S NOTE: does this match the recent changes made to the agenda order of items?]

(a) **Agenda Items.** At all meetings, the following items may be addressed in conducting the business of the Village Board:

- (1) Call to Order by presiding officer;
- (2) Roll call;
- (3) Reading and correcting the financial report and the minutes of the last preceding meeting or meetings;
- (4) Citizen Comments;
- (5) Presentation of petitions and communications;
- (6) Reports from officials of the Village;
- (7) Reports from committees;

- (8) Unfinished business remaining from preceding sessions in the order in which it was introduced;
 - (9) New business; ordinances and resolutions may be introduced and considered; Business as may be presented by the President, Trustees and/or Village Administrator;
 - (10) Any other business permitted by law;
 - (11) Adjournment.
- (b) **Agenda Preparation.**
- (1) The Village Administrator and Village Clerk shall prepare an agenda incorporating the matters comprising the order of business; and
 - (2) No matter requiring research, investigation or decision shall be placed on the agenda of the Village Board unless a request to do so is made to the Village Administrator or Village Clerk at least two (2) days prior to the meeting, unless _____.
[SHOULD DISCUSS STRICT RULE]
- (c) **Agenda Order to be Followed; Citizen Comments Length.** No business shall be taken up out of order on a posted agenda unless by unanimous consent of all Trustees present and in the absence of any debate whatsoever. The President or presiding officer may impose a time limit on the length of time citizens may address the Board.
- (d) **Attendance;** As soon as the Board shall be called to order, the Clerk shall proceed to call the names of the members, noting who are present and who are absent, and whether such absence is excused, and record the same in the minutes of the Village Board. If it shall appear that there is not a quorum present, the fact shall be entered on the journal and the Board shall adjourn.

SEC. 2-3-12 INTRODUCTION OF BUSINESS, RESOLUTIONS AND ORDINANCES; DISPOSITION OF COMMUNICATIONS.

- (a) **Ordinance Adoption Procedures.**
- (1) Ordinances to be in Writing. All ordinances submitted to the Village Board shall be in writing and shall include at the outset a brief statement of the subject matter and a title.
 - (2) Subject and Numbering of Ordinances. Each Ordinance shall be related to no more than one (1) subject. Amendment or repeal of Ordinances shall only be accomplished if the amending or repealing Ordinance contains the section number and title of the Ordinance to be amended or repealed, and title of amending and repealing Ordinances shall reflect their purpose to amend or repeal.
 - (3) Notice. The Village Board may take action on an Ordinance only if it appears on the written agenda for the meeting at which action is requested in order to provide proper legal notice.
 - (4) Reading. An ordinance may, at the discretion of the Village Board, be acted upon at the same meeting it is introduced. An ordinance shall be read by title only before a final vote is taken, unless requested by a Trustee to be read in full.
 - (5) Special Meetings. A reading of an ordinance may be had at any special Village Board meeting called for the purpose of considering such an ordinance or where such ordinance is added to the written agenda providing proper legal notice.

- (b) **Disposition of Petitions, Communication, Etc.** Every petition or other writing of any kind, addressed to the Board, Clerk or other Village officer for reference to the Village Board, shall be delivered by the Clerk or such other Village officer to the President or to the presiding officer of the Board as soon as convenient after receipt of same and, in any event, prior to or at the opening of the next meeting of the Board following the receipt of same.

SEC. 2-3-13 CONDUCT OF DELIBERATIONS.

- (a) A roll call shall not be necessary on any questions or motions except as follows:
 - (1) When the ayes and noes are requested by any member.
 - (2) On confirmation and on the adoption of any measure assessing or levying taxes, appropriations or disbursing money, or creating any liability or charge against the Village or any fund thereof.
 - (3) When required by the State Statutes of Wisconsin.
- (b) All aye and nay votes shall be recorded in the official minutes.
- (c) Except as provided below, the Village Board shall, in all other respects, determine the rules of its procedure, which shall be governed by Robert's Rules of Order, which is hereby incorporated by reference, unless otherwise provided by Ordinance or Statute, except when otherwise limited or modified by this Code of Ordinances:
 - (1) No Trustee shall address the Board until they have been recognized by the presiding officer. They shall thereupon address themselves to the President and confine their remarks to the question under discussion and avoid all personalities.
 - (2) When two (2) or more members simultaneously seek recognition, the presiding officer shall name the member who is to speak first.
 - (3) No person other than a member shall address the Board except under order of business, except that citizens may address the Board with the permission of the presiding officer as to matters which are being considered by the Board at the time.
 - (4) No motion shall be discussed or acted upon unless and until it has been seconded. No motion shall be withdrawn without the consent of the person making the same and the person seconding it.

[DRAFTER’S NOTE: Do you want to revise this section? Chapter 3 is intended to apply to the Village Board so broader application of the next few sections is incorrect. We suggest a new chapter – Title 2 Chapter 8 that can govern all public hearings.

SEC. 2-3-14 PROCEDURE AT PUBLIC HEARINGS.

- (a) The President shall call on persons wishing to speak in favor of the proposition. Each person wishing to speak for the proposition shall give his or her name and address. Each person speaking on behalf of the proposition shall be limited in time of five (5) minutes.
- (b) The President shall then call on those persons who wish to speak in opposition of the proposition. Each person wishing to speak in opposition to the proposition shall give his or her name and address and shall be limited to five (5) minutes.
- (c) Any person wishing to speak in rebuttal to any statements made may do so, with the permission of the President. Provided, such rebuttal statement shall be limited to three (3) minutes per person.

- (d) When the President, in their discretion, is satisfied that the proposition has been heard, they shall announce the fact that the hearing is concluded and ask for a motion to close the public hearing.

[DRAFTER’S NOTE: Do you want an individual chapter indicating that Robert’s Rules apply to all bodies and which can capture the next few sections. It could be Ch. 9 of Title 2.

SEC. 2-3-15 RECONSIDERATION OF QUESTIONS.

Any member in the majority, may move for reconsideration of any vote in question at the same meeting or at the next succeeding regular adjourned meeting. A motion to reconsider being put and lost shall not be renewed.

SEC. 2-3-16 CALL FOR THE PREVIOUS QUESTION.

Any member desirous of terminating the debate may call the previous question when the question announced by the President shall be "shall the main question be put?" If a majority of the members present vote in the affirmative, the main question shall be put to a vote without further debate, and its effect shall be to put an end to all debate and bring the Board to a direct vote, first upon any pending amendment and then upon the main question.

SEC. 2-3-17 PUBLICATION OR POSTING OF ORDINANCES AND RESOLUTIONS.

- (a) **General Requirement.** The Village Clerk shall publish as a Class 1 notice under Wis. Stat. Ch. 985, or post in at least one (1) public place in the Village likely to give notice to the public and persons affected and placed electronically on an Internet site maintained by the Village, the following, within one (1) week after passage or adoption, unless otherwise required by applicable Wisconsin Statute:
 - (1) Notice of newly created ordinances adopted by the Village Board that includes the information required under Wis. Stat. § 61.50(3), if published; or if posted, the ordinance must be posted in its entirety.
 - (2) Resolutions if required by another applicable Wisconsin Statute.
- (b) **Exception for Municipal Obligations.** Nothing under Subsection (a) may be deemed to require notice under this Subsection of the passage of any resolution authorizing the issuance of municipal obligations, as defined under Wis. Stat. § 67.01.
- (c) **Requirement for Forfeitures.** If an Ordinance imposes a forfeiture, posting may not be used in lieu of publication under Subsection (a).
- (d) **Effective Upon Publication.** An Ordinance or resolution required to be published or posted under this Section shall take effect the day after its publication or posting, or at a later date if expressly provided in the Ordinance or resolution.
- (e) **Affidavit of Posting.** If an Ordinance or resolution, is published or posted under this Section, the Village Clerk shall sign an affidavit attesting that the item was published or posted as required by this Section and stating the date and place of posting. The affidavit shall be filed with other records under the jurisdiction of the Clerk.

State Law Reference: Wis. Stat. Ch. 985

SEC. 2-3-18 SUSPENSION OF RULES.

Any of the provisions of Sections 2-3-13 through 2-3-16, inclusive, of this Code may be suspended temporarily by a majority of the Board members present at any meeting.

SEC. 2-3-19 COMMITTEES OF VILLAGE BOARD.

- (a) **Establishment.** The following shall be the standing committees of the Village Board:
- (1) Finance;
 - (2) Legislative and Licensing;
 - (3) Personnel;
 - (4) Public Works; and
 - (5) Committee of the Whole.
- (b) **Committee Membership.**
- (1) Standing committees of the Village Board shall consist of at least two (2) members.
 - (2) Every trustee shall serve on at least one committee.
 - (3) No trustee shall serve on more than two (2) standing committees.
- (c) **Committee Operations.**
- (1) The President shall appoint members of the Village Board to the standing committees, except that the Committee of the Whole shall consist of all of the members of the Village Board.
 - (2) Appointments shall be made annually following election of members to the Village Board. In addition, at their pleasure, from time-to-time the Village President may remove members and appoint other members to the committees.
 - (3) The President shall designate one of the members of a committee as Chairperson of the committee.
 - (4) The President shall be an ex officio, non-voting member of any committee of which he or she is not otherwise a member. However, the President shall be entitled to vote on all matters presented to the Board. The President, at the request of the committee chairperson, shall be considered in determining if a committee quorum is present only if his presence is needed to obtain a quorum and in which case, he shall be entitled to vote on said committee. In those instances, where the President is not needed to make a quorum, he may still vote to break a tie vote of committee members.
 - (5) If an appointed member of a committee is absent, the committee member may designate an alternate member of the Village Board to attend one or more committee meetings on his or her behalf so that the committee meeting can proceed as scheduled. In the absence of a designation of an alternate member, the Village President may act under subsection (4) above or may designate a member of the Village Board to act as an alternate for the appointed member for one or more meetings during an absence of the appointed member. Any

alternates designated hereunder shall be counted for purposes of determining a quorum and shall have the same powers to vote on all matters that may come before the committee.

(d) **Meetings.**

- (1) Meetings of committees shall be noticed, held and recorded in accord with the Open Meetings of Governmental Bodies, Wis. Stat. § 19.83.
- (2) The chairperson of the committee shall be responsible for setting the agenda for the committee meetings.
- (3) A majority of the members of a committee shall constitute a quorum for purposes of a committee meeting. If after a meeting is called to order with a quorum being present, one or more members shall depart so that there shall be less than a quorum present, the remaining member or members shall constitute a quorum merely for the purpose of taking information. Such a lessor quorum shall not take any other action on any matters.

(e) **General Duties and Powers.**

- (1) Each standing committee shall study, conduct investigations, and make recommendations and shall perform such other duties as the Village Board may from time-to-time direct relative to their areas of responsibility, or as set forth in the Village’s Code of Ordinances.
- (2) Each standing committee shall meet as necessary with officials of the appropriate departments, boards or commissions.
- (3) In the event of referral to more than one committee, action must be taken separately by each committee, although joint meetings may be held, and joint reports may be issued.
- (4) Each standing committee may refer matters relating to their areas of responsibility to the Village Board.
- (5) Each standing committee shall place an item on its agenda for citizens’ comments and shall report to the Village Board such concerns as expressed by citizens. Each standing committee may refer the citizens’ comments and inquiries to Village Staff for follow up.

(f) **Committee Applications and Appointments**

- (1) All appointments, including reappointments to boards, commissions, **department head positions** or to committees, except the standing committees and the Plan Commission, shall be referred by the President of the Village Board to one or more appropriate standing committees for review and recommendation (the “Reviewing Committee” as used in this Section).
- (2) The Reviewing Committee may take applications, references, and other information from applicants for any of the committee(s). The Reviewing Committee shall then investigate, study and interview prospective appointees and nominees and shall perform such other duties as the Village Board may from time-to-time direct relative to such reviews.
- (3) Any interview of prospective appointees and nominees held by the Reviewing Committee will relate to the applicant’s familiarity with the Village, their expertise and qualifications for service on the committee, board, commission, or position in question, their understanding of the rules of procedure and due process, and their philosophy with respect to any issue or concern which the committee, board, commission, or department in question will, in all likelihood, face or be subjected to.

- (4) Said applications and interviews to boards, commissions, and committees, shall take place after the election in April of each year. The Reviewing Committee's recommendations for appointments shall be made prior to first board meeting in May.

[DRAFTER'S NOTE: Do you mean Dept. Heads above?

- (g) **Oversight Authority and Areas of Responsibility.** The committees shall perform such duties as follows and as are directed or provided from time-to-time by the Village Board:

- (1) **Finance Committee.** All matters relating to purchasing, finance, taxes, budgets, assessments, audits, insurance, and the sale, lease, purchase or disposition of any Village lands or buildings which are to come before the Village Board shall be referred to the Finance Committee.
- (2) **Legislative and Licensing Committee.** All matters relating to the policies and rules of procedure of the Village Board, intergovernmental relations, intergovernmental communications, pending or proposed legislation and other governmental matters and all matters related to or affecting licenses and permits which are to come before the Village Board shall be referred to the Legislative and Licensing Committee. The committee shall also have the authority to review, hold public hearings and act upon licenses and permits as delegated by the Village Board or applicable ordinance.
- (3) **Personnel Committee.** All matters relating to personnel matters arising out of Wisconsin Statutes Chapter 111, employment relations, employee classification, reclassification, labor contracts, collective bargaining, employee safety and working conditions, insurance related to employee benefits and risk management which are to come before the Village Board shall be referred to the Personnel Committee.
- (4) **Public Works.** All matters relating to highways, streets, dams, parks, recreation, and the Department of Public Works and all matters relating to major repairs, remodeling, expansion, construction, demolition, purchase, sale or lease of all Village buildings and grounds which are to come before the Village Board shall be referred to the Public Works Committee.

VILLAGE OF CALEDONIA BOARDS, COMMISSIONS, AND COMMITTEES ATTENDANCE POLICY

SECTION I. APPLICATION

This policy applies to all Village Boards, Commissions, and Committees except the Village Board and the Police and Fire Commission.

SECTION II. POLICY; GENERALLY.

The Village of Caledonia's Boards, Commissions, and Committees are crucial in offering advice and recommendations to the Village Board. Attendance at Boards, Commissions, and Committees is required. If a member of a Board, Commission, or Committee ("Member" as used herein) misses two (2) consecutive regular meetings or three (3) meetings in a calendar year without an excuse, their position may be declared vacant by the Village President.

SECTION III. REPORTING ABSENCES

Members of the Board, Commissions, and Committees are anticipated to attend all Regular Meetings and Special Meetings. However, in the event that a Member is unable to attend a meeting, the Member should report that absence to the Board, Commission, or Committee Chair by email, in person, or phone at least twenty-four (24) hours prior to the scheduled meeting.

In cases of emergencies, Members should report the absence as soon as reasonably possible.

SECTION IV. DEFINITIONS

- **Excused Absence:** Excused non-attendance of a Member at a scheduled meeting by providing notice to the appropriate party as set forth in this Policy.
- **Regular Meeting:** The standard, predetermined meetings of a Board, Commission, or Committee.
- **Special Meeting:** A properly noticed meeting held on a non-standard, predetermined time.