

**VILLAGE BOARD MEETING AGENDA**  
**Tuesday, August 8, 2023 at 6:00 p.m.**  
**Caledonia Village Hall – 5043 Chester Lane**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
  - Village Board – July 11, 2023; July 25, 2023
5. **Citizens Reports (citizen comments are in-person only)**
6. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
  - B. Legislative & Licensing
    1. St. Rita's Festival Permit
7. **Ordinances and Resolutions**
  - A. **Ordinance 2023–11** – To Amend Zoning Code Sections 16–11–6(A)(1) And 16–11–6(A)(2) Of The Code Of Ordinances For The Village Of Caledonia Relating To Temporary Sign Permitting (*Plan Commission: 7/31/23 7,0*)
  - B. **Ordinance 2023–12** – To Amend The Planned Unit Development Conditions And Restrictions Adopted In Ordinance No. 2023–02 For The Condominium Development For The Parcels Located At Water's Edge Drive (Formerly 5915, 5919 & 5945 Erie Street) (*Plan Commission: 7/31/23 7,0*)
  - C. **Ordinance 2023–13** – An Ordinance To Amend Section 7–1–26(D)(4) Of The Code Of Ordinances Relating To Chicken Coops (*Legislative and Licensing Committee: 7/18/23 3,0; 8/1/23 3,0*)
  - D. **Resolution 2023–81** – Authorizing The Adoption Of A New, Standard Color For Use In All Village Materials (*Communications Committee: 7/18/23 3,0; Village Board: 7/25/23 laid over*)
  - E. **Resolution 2023–82** To Approve A Site, Building, & Operations Plan To Construct A 93–Unit Condominium Development With Multiple Housing Types Including Villas And Townhouses, Located At Waters Edge Drive (Formerly 5915, 5919, & 5945 Erie Street) (*Plan Commission: 7/31/23 7,0*)
  - F. **Resolution 2023–83** – To Approve A Site, Building, & Operations Plan To Construct A ±1,680 Square–Foot Storage Building For The Property Located At 4543 Douglas Avenue (*Plan Commission: 7/31/23 7,0*)
  - G. **Resolution 2023–84** – To Approve A Site, Building, & Operations Plan To Construct A ±864 Square–Foot Storage Building For The Property Located At 6633 Douglas Avenue (*Plan Commission: 7/31/23 7,0*)
  - H. **Resolution 2023–85** – To Approve A Site Plan To Construct A 234–Stall Parking Lot Expansion For Gifford School Located at 8332 Northwestern Avenue (*Plan Commission: 7/31/23 7,0*)
  - I. **Resolution 2023–86** – To Approve A Master Sign Plan For A Commercial Building For The Parcel Located At 4133 Courtney Road In The Village Of Raymond (*Plan Commission: 7/31/23 7,0*)
  - J. **Resolution 2023–88** – Authorizing The Village Of Caledonia To Execute A Storm Water Drainage Easement Agreement With Scott & Cheryl L. Brooks – 10126 Caddy Lane (*Caledonia Utility District Commission: 8/2/23 5,0*)

- K. **Resolution 2023–89** – Accepting Improvements In Bluffside (*Caledonia Utility District Commission: 8/2/23 5,0*)
- L. **Resolution 2023–90** – Authorizing The Payment To Liberty Mutual For An Auto Loss Claim On Behalf Of Cobey Corbitt (*Finance Committee: 7/25/23 3,0*)
- M. **Resolution 2023–91** – Authorizing The Payment To Liberty Mutual For A Medical Payment Claim On Behalf Of Sariyah Corbitt (*Finance Committee: 7/25/23 3,0*)

8. **New Business**

- A. Appointment to Parks & Rec Advisory Committee (*Village Board: 7/25/23 laid over*)

9. **Closed Session Items**

A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e) and (g), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: specifically the engagement of Arete Advisors, LLC and the cyber liability investigation and claim. (*Village Board Only*)

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

C. **Resolution 2023–87** – Authorizing The Village Of Caledonia To Approve A Master Services Agreement And Statement Of Work With Arete Advisors, LLC. (*Village Board only*)

10. **Adjournment**

**Village Board Meeting  
July 11, 2023**

**1 - Order**

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

**2 - Pledge of Allegiance**

**3 - Roll Call**

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

Absent: Trustee Hammes was excused.

Staff: Also present were Village Administrator Kathryn Kasper, Public Services Director Anthony Bunkelman, 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 and Attorney Alan Marcuvitz were also present.

**4 – Approval of Minutes**

Village Board – June 27, 2023

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

**5 – Citizens Reports (citizen comments are in-person only)**

Nakreisha McFarland provided her address but requested it not be included in the record and shared her experience. McFarland mentioned being pulled over and expressed worry about the officers' behavior. She played a video of the incident and provided additional context to support her concerns. McFarland mentioned the presence of five officers during the interaction. The possibility of filing a grievance related to the incident was discussed.

**6 – Committee Reports**

**6A - (Approval of A/P checks)**

Village – \$3,575,707.60

Motion by Trustee Wishau to approve the A/P checks as presented for \$3,575,707.60. Seconded by Trustee Martin. Motion carried, unanimously.

**7 – Ordinances and Resolutions**

**7A – Resolution 2023-70 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village Of Caledonia To Approve The Amended & Restated Development Agreement With CCM-Caledonia, LLC And Cardinal Capital Management, Inc. For Lands Within Tax Incremental District No. 5 For A Residential Condominium Development (Village Board only)**

Atty. Marcuvitz outlined the revised plan for the development focusing on lower-density buildings that could be sold and built more swiftly, responding to the market demand. The initial plan of three towers has been replaced with two and three-story buildings, retaining high quality while being less dense.

Trustee Martin sought clarification on the amendment's potential impact on development value, with assurances that the current guarantee remains valid. Trustee McManus preferred this version of the development over the initial plan. Trustee Stillman was concerned about the potential for the units to be rented rather than sold, which was addressed by Marcuvitz, clarifying that rentals would not be permitted for less than a year. The priority remains to promote sales over rentals.

CCM committed to starting construction by May next year and expects the units to sell swiftly. They confirmed a commitment to stable development with no possibility of short-term rentals and an increase in the guaranteed value of \$4 million, with the build-out timeline reduced by one year. Also highlighted were the development's community features, including pedestrian access to lake views. The financial guarantees by the parent company, Cardinal Capital, were confirmed as valid and reliable.

Motion by Trustee McManus to approve Resolution 2023-70 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village Of Caledonia To Approve The Amended & Restated Development Agreement With CCM-Caledonia, LLC And Cardinal Capital Management, Inc. For Lands Within Tax Incremental District No. 5 For A Residential Condominium Development. Seconded by Trustee Martin. Motion carried, unanimously.

**7B – Resolution 2023-71 – Resolution Of The Village Board Of The Village Of Caledonia Approving A Third Amendment To Loan Agreement Between CCM-Caledonia, LLC, Village Of Caledonia And Cardinal Capital Management, Inc. (Village Board only)**

Motion by Trustee McManus to approve Resolution 2023-71 – Resolution Of The Village Board Of The Village Of Caledonia Approving A Third Amendment To Loan Agreement Between CCM-Caledonia, LLC, Village Of Caledonia And Cardinal Capital Management, Inc. Seconded by Trustee Pierce.

The amendment pertains to the extension of the line of credit provided for improvements to the property. The need for the extension arises from the slight delay in construction. Trustee Martin affirmed that the sole modification was the extension of time.

Motion carried, unanimously.

**7C – Resolution 2023-72 – Resolution Of The Village Board Of The Village Of Caledonia To Approve The Final Plat Of The Glen At Waters Edge Which Proposes 30 Single-Family Residential Lots And 4 Outlots On Parcel Id Nos. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000 Submitted By John Wahlen, Applicant, Village Of Caledonia, Owner (Plan Commission: 06/26/23, 5/0)**

Motion by Trustee Martin to approve Resolution 2023-72 – Resolution Of The Village Board Of The Village Of Caledonia To Approve The Final Plat Of The Glen At Waters Edge Which Proposes 30 Single-Family Residential Lots And 4 Outlots On Parcel Id Nos. 104-04-23-16-021-000, 104-04-23-21-016-010, 104-04-23-21-016-000 & 104-04-23-21-021-000 Submitted By John Wahlen, Applicant, Village Of Caledonia, Owner. Seconded by Trustee Stillman. Motion carried, unanimously.

**7D – Resolution 2023-73 – Resolution Authorizing The Village Of Caledonia To Execute A Deposit Agreement With Robin L. & Raulph J. Vallin – 7431 5 Mile Road (Utility District Commission: 07/05/23, 5/0)**

Motion by Trustee Wishau to approve Resolution 2023-73 – Resolution Authorizing The Village Of Caledonia To Execute A Deposit Agreement With Robin L. & Raulph J. Vallin – 7431 5 Mile Road. Seconded by Trustee Martin. Motion carried, unanimously.

**7E – Resolution 2023-74 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing Tyler Helsel, Assistant Village Attorney, To Act As Village Prosecutor As Of July 1, 2023 (Village Board only)**

Motion by Trustee to approve Resolution 2023-74 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing Tyler Helsel, Assistant Village Attorney, To Act As Village Prosecutor As Of July 1, 2023. Seconded by Trustee. Motion carried, unanimously.

**7F – Resolution 2023-75 – A Resolution Of The Village Board Of The Village Of Caledonia Approving Reimbursement Agreement For A Proposed Development With Bear Development, LLC For A Residential Development Located Along 5 Mile Road In The Village Of Caledonia (Village Board only)**

Trustee Wishau opposed the proposal, citing his perception of the underperformance of current TIDs and the increasing debt service levels.

Motion by Trustee Wishau to deny Resolution 2023-75 – A Resolution Of The Village Board Of The Village Of Caledonia Approving Reimbursement Agreement For A Proposed Development With Bear Development, LLC. Seconded by Trustee Martin.

Given Trustee Wishau's concerns, Attorney Ekes suggested that the item be postponed until after the Closed Session.

Motion by Trustee McManus to move agenda item 7F to a position after the Closed Session item. Seconded by Trustee Stillman. Motion carried, unanimously.

Motion by Trustee Stillman to begin with item 8A and move agenda items 8B, 8C, & 8D to a position after the Closed Session item. Seconded by Trustee Pierce. Motion carried, unanimously.

## **8 – New Business**

### **8A. Discussion On Potential Infill Residential Development with Tax Increment District (Village Board only)**

Staff introduced the concept of a tax increment financing district that would include undeveloped residential areas west of Charles between 5 Mile & 5 1/2 Mile Road and parcels along the Douglas Avenue corridor from 4 Mile to 6 Mile. This conceptual TID idea was brought to the Village by Bear Development.

Ehlers provided an overview of tax incremental financing and the various types of tax incremental finance districts.

Bear Development noted that these districts depend on satisfying the “but for” test - without incremental tax financing, the development would not occur or would not occur in the manner and quality that the Village would like to see. They emphasized the importance of economically viable development and that the onus of success would fall on the developer, not the municipality. The project aimed to connect 5 Mile Rd, improve pedestrian connectivity, and offer single-family lots.

Ray Leffler spoke about his development and TIFs experience. He reiterated that the developer’s money, not the municipalities, would be lost if the project failed. Leffler spoke about the changing market dynamics and cost per unit. He suggested that TIF has been instrumental in moving other projects he was involved with forward.

The Board discussed the pros and cons of the validity of the 2011 Cost/Impact of Development analysis study performed by Ehlers as it applies to this potential development. Trustee Martin raised concerns about the benefit to existing residents and whether this development was appropriate for the Village.

Trustee Wishau urged for a thorough review of current TIDs before making any future moves and voiced his opposition until such a review was done.

Kasper stated that the Joint Review Board (JRB) annually reviews the TIDs and invites the Board members to the upcoming JRB meeting. Kasper also stated that the TIDs are reflected in the Village’s financial statements.

Caledonia Utility District Commission President Howard Stacey, who was on the Board and present for the 2011 Ehlers Study, suggested that while the study concept was valid, the study should be updated to apply to today’s circumstances.

## **9 – Closed Session Items**

### **9A. The Village Board may take up a motion to go into CLOSED SESSION Pursuant Sec. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session:**

**specifically, to discuss incentive requests for potential infill residential development with tax increment district.**

Motion by Trustee Stillman to go into CLOSED session. Seconded by Trustee McManus.

Trustee Pierce – aye                      Trustee Martin – aye  
Trustee McManus – aye                  Trustee Wishau – aye  
Trustee Stillman – aye                  President Weatherston – aye  
Motion carried, unanimously.

**9B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted.**

Motion by Trustee Pierce to go into OPEN session. Seconded by Trustee McManus.  
Motion carried, unanimously.

**7F – Resolution 2023-75 – A Resolution Of The Village Board Of The Village Of Caledonia Approving Reimbursement Agreement For A Proposed Development With Bear Development, LLC For A Residential Development Located Along 5 Mile Road In The Village Of Caledonia (Village Board only)**

Motion by Trustee Wishau to revoke his previous motion of denial. Seconded by Trustee Martin for the removal of her motion as well. Motion carried unanimously.

Trustee Martin expressed hesitancy about the project, stating that she still had concerns and felt it was premature without sufficient information.

Motion by Trustee Pierce to approve Resolution 2023-75 – A Resolution Of The Village Board Of The Village Of Caledonia Approving Reimbursement Agreement For A Proposed Development With Bear Development, LLC For A Residential Development Located Along 5 Mile Road In The Village Of Caledonia. Seconded by Trustee McManus. Motion carried, 5/1.

**8B. Discussion – Interview Room Equipment for Public Safety Facility as it Relates to Future Body-Worn Camera Replacement (Village Board only)**

Chief Botsch provided an overview of the need for installing a new room recording system in the Public Safety Building’s interview rooms. He explained that initially, it was believed that this would be included in the Riley project scope, but it was moved to owner-supplied equipment. There is a need to quickly select and install a room system before the building progresses further.

Two potential systems were presented: Convergent and Axon. Convergent is a standalone system that performs well in each room but does not integrate with other systems. Its current pricing is approximately \$121,000. On the other hand, Axon is a well-known and widely utilized solution that provides a comprehensive platform integrating body-worn cameras, squad cameras, and more. The equipment cost for Axon is around \$110,000, with additional per-user monthly fees for accessing evidence.com.

Chief Botsch wanted to move towards Axon as an overall platform due to its superior features and integration capabilities. He highlighted that other agencies in the area, including the District Attorney's office, already use Axon, making seamless information sharing possible. The goal is to discuss further and potentially adopt Axon for the entire package, including body-worn cameras and other systems when the current contract with Motorola expires in 2025.

Board members asked questions regarding the longevity of the system and the associated costs. Chief Botsch explained that Axon has operated for over 30 years and is a widely trusted platform. The cost includes equipment and user fees, but the efficiencies gained and the elimination of separate systems would offset some expenses.

This discussion aimed to inform the Board and lay the groundwork for future decisions.

### **8C. Discussion and Possible Action – Variance Request 5920 Sunshine (Village Board only)**

Schmidt addressed the variance request for 5920 Sunshine and explained the situation.

Motion by Trustee Wishau to Deny the Variance Request at 5920 Sunshine Lane for the installation of a retaining wall and shed within the 12' Storm Sewer Easement due to the direct violation of Building Permit 2021-299 and 21-FP-037. Any existing structures shall be removed from the easement, and permits must be acquired for the new shed and retaining wall placement. Seconded by Trustee Stillman.

Trustee McManus affirmed that this was included in the conditions.

The Board discussed the concern that the modular block retaining wall and gravel pad were installed before the final inspection. Pictures were taken as evidence.

Motion carried, unanimously.

### **8D. Branding of the Village - An Update on the Status of Branding Work on Behalf of the Village, Emphasizing Signs And The Need For Conformity (Communications Committee: 6/20/23)**

Pierce provided an overview of the current goals of the Communications Committee. She shared a PowerPoint presentation and requested guidance from the Board regarding fonts and colors/schemes to facilitate the Village's progress in this area. No specific recommendation was put forward during the discussion.

## **10 – Adjournment**

President Weatherston adjourned the meeting at 8:02 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk



**Special Village Board Meeting  
July 18, 2023**

Board Present: President Weatherston, Trustee Wishau, Trustee Hammes, Trustee Pierce, and Trustee Martin.  
Trustee McManus via teleconference.

Absent Trustee Stillman was excused.

Staff/Others: Administrator Kathy Kasper, Village Attorney/HR Manager Tyler Helsel, Finance Director Wayne Krueger, Police Chief Christopher Botsch, and Fire Chief Jeff Henningfeld. Attorney Elaine Ekes was also present.

**1. Call the meeting to order**

President Weatherston called the meeting to order at 5:01 p.m. at the Caledonia Village Hall.

**2. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e) and (g), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session; and conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: specifically a cyber liability investigation and claim.**

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

Trustee Pierce – aye	Trustee Hammes – aye
Trustee McManus – aye	Trustee Wishau – aye
Trustee Martin – aye	President Weatherston – aye

Motion carried unanimously.

**3. The Village Board reserves the right to RECONVENE INTO OPEN SESSION take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda.**

Motion by Trustee Wishau to go into open session. Seconded by Trustee Pierce. Motion carried unanimously.

No action was taken on closed session material.

**4. Adjournment**

Meeting adjourned by President Weatherston at 5:37 p.m.

Respectfully submitted,  
Joslyn Hoeffert, Village Clerk

**1 - Order**

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

**2 - Pledge of Allegiance**

**3 - Roll Call**

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

Absent: Trustee Wishau was excused.

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

**4 – Communications & Announcements**

**4A - Introduction of (2) new officers, Andrew Mitchell and Peyton West**

Deputy Shawn Engleman introduced two new police officers, Andrew Mitchell and Peyton West. Andrew started on January 3rd and is a Greenville High School graduate who later attended MATC's Oak Creek campus for Criminal Justice. He is in phase three of his field training, set to be completed in late August.

Peyton started on April 17th from Menasha and attended UW Milwaukee before completing her Associate's Degree in Criminal Justice Reform at MATC. Like Andrew, she is in phase three of her field training and expected to finish in late August.

In addition, Deputy Engleman informed the Board of a new officer set to start next week and attend the Police Academy. Both officers were warmly welcomed to the department and community.

Motion by Trustee Stillman to take the agenda out of order, Starting with 9 – New Business and continuing to the rest of the agenda as posted. Seconded by Trustee Martin. Motion carried, unanimously.

**9 – New Business**

**9A. Request to extend hours of Amplified Music Permit – Sonia Donoso**

The applicant, Sonia Donoso, was absent from this meeting.

Motion by Trustee Martin to lay over this agenda item to the end of the meeting if the applicant shows up later in the meeting. Seconded by Trustee Pierce. Motion carried, unanimously.

**9B. Request to extend hours of Amplified Music Permit – Colleen Patterson**

The applicant, Colleen Patterson, was present.

Ms. Patterson clarified that she had spoken to her neighbors and left notes for those she had not communicated directly with. The occasion for the request was her son's wedding.

The clerk pointed out that the event would not feature a live band or DJ but a Spotify playlist, suggesting it would be manageable. Board members commented on their familiarity with the area and confirmed it is moderately populated.

Motion by Trustee Martin to approve the Request to extend the hours of Amplified Music Permit – Colleen Patterson. Seconded by Trustee Pierce. Motion carried, unanimously.

**9C. Request to extend hours of Amplified Music Permit – Nelly & William Valdez**

The applicants, Nelly & William Valdez, were present.

The applicants informed the Board that the occasion was their daughter's Quinceañera and intended to have live music. They have hired a security company and two Caledonia officers for the event. They had also consulted their eight neighbors, all of whom approved.

Motion by Trustee Martin to approve the Request to extend hours of Amplified Music Permit – Nelly & William Valdez. Seconded by Trustee Hammes. Motion carried, unanimously.

The Clerk affirmed that they would follow up with the Police Department to inform them about the approval.

**9D. Appointment to Parks & Rec Advisory Committee**

Motion by Trustee McManus to layover this appointment to the next meeting. Seconded by Trustee Martin. Motion carried, unanimously.

**5 – Approval of Minutes**

Village Board – July 11, 2023

These minutes were not approved and will be deliberated at the next meeting.

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

None

**7 – Committee Reports**

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

Village – \$632,722.53

US Bank – \$45,476.74

Motion by Trustee Martin to approve the A/P checks as presented for \$632,722.53. Seconded by Trustee Stillman. Motion carried, unanimously.

Motion by Trustee Martin to approve the US Bank as presented for \$45,476.74. Seconded by Trustee Stillman. Motion carried, unanimously.

**8 – Ordinances and Resolutions**

**8A – Resolution 2023-76 – Resolution Of The Village Board Of The Village Of Caledonia To Deny The Request Of Matthew Albrecht To Install A Concrete Patio Within A Utility Easement & Storm Sewer Maintenance Easement At 5040 Candlelight Drive**

Bunkelman explained that Albrecht requested to install a concrete patio within a utility easement and storm sewer maintenance easement. The area in question involves a stormwater maintenance easement with a 36-inch clay tile. Both the Public Works Committee and the Utility District have recommended denial. The Board clarified that the clay tile within the easement, approximately 100 years old, has structural deficiencies, soap accumulation, and root intrusion. Hence, the Utility District plans to replace the system as a capital project in 2024. Albrecht's request is considered imprudent as it may interfere with the planned upgrade of the easement.

The homeowner, Albrecht, was then invited to comment. He clarified that his request was not to install something over the easement immediately but to change the approved variance the Board and Public Works granted in 2015 from a paver patio to a concrete patio due to issues with ground shifting. The Board clarified that the 2015 approval was only for a fence, not a patio. Albrecht agreed to withdraw his current request and revisit it next year after the sewer replacement is completed. He was advised to start the process once the work had commenced.

Motion by Trustee Stillman to approve the Withdraw of Albrecht's Request. Seconded by Trustee Martin. Motion carried, unanimously.

The resolution was withdrawn and not approved by the Board to clarify the record because the applicant withdrew his request.

**8B – Resolution 2023-77 – Resolution Of The Village Board Of The Village Of Caledonia To Deny The Request Of Donald Veselik To Keep A Block Retaining Wall And Stone Pad For A Proposed Shed Within The 12-Foot Storm Sewer Easement At 5920 Sunshine Lane**

The background information reveals that the variance request emerged from an Engineering Department field inspection for site grading and drainage bond refund. It was discovered that a retaining wall was installed, and a shed base was being prepared in an area that appeared to encroach upon the easement, violating the conditions of the building permit and plat of survey.

Motion by Trustee Pierce to approve Resolution 2023-77 – Resolution Of The Village Board Of The Village Of Caledonia To Deny The Request Of Donald Veselik To Keep A Block Retaining Wall And Stone Pad For A Proposed Shed Within The 12-Foot Storm Sewer Easement At 5920 Sunshine Lane. Seconded by Trustee Stillman.

Motion by Trustee Martin to amend Resolution 2023-77 – to deny the stone pad request but allow the block retaining wall with the condition of executing a hold harmless agreement. Seconded by Trustee Hammes.

Trustee Pierce – nay

Trustee Martin – aye

Trustee McManus – nay

Trustee Hammes – aye

Trustee Stillman – nay

President Weatherston – nay

**Motion fails, 2/4.**

*Returning to the original motion to deny the request:*

Motion by Trustee Pierce to approve Resolution 2023-77 – Resolution Of The Village Board Of The Village Of Caledonia To Deny The Request Of Donald Veselik To Keep A Block Retaining Wall And Stone Pad For A Proposed Shed Within The 12-Foot Storm Sewer Easement At 5920 Sunshine Lane. Seconded by Trustee Stillman. Motion carried, unanimously.

**8C – Resolution 2023-78 – Resolution Of The Village Board Of The Village Of Caledonia To Authorize The Issuance Of A Building Permit For Lot 14 Of The Glen At Waters Edge Subdivision Prior To Installation Of The Pavement And Acceptance Of The Subdivision System**

Motion by Trustee Stillman to approve Resolution 2023-78 – Resolution Of The Village Board Of The Village Of Caledonia To Authorize The Issuance Of A Building Permit For Lot 13 & 14 Of The Glen At Waters Edge Subdivision Prior To Installation Of The Pavement And Acceptance Of The Subdivision System. Seconded by Trustee Martin. Motion carried, unanimously.

**8D – Resolution 2023-79 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Purchase Of An Interview Room Recording System Through Axon Enterprise And Enter Into A 5-Year Contract To Include The Equipment, Installation, Online Platform, And Ongoing Support**

Motion by Trustee Martin to approve Resolution 2023-79 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Purchase Of An Interview Room Recording System Through Axon Enterprise And Enter Into A 5-Year Contract To Include The Equipment, Installation, Online Platform, And Ongoing Support. Seconded by Trustee Stillman. Motion carried, unanimously.

**8E – Resolution 2023-80 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Adoption Of A New, Standard Font For Use In All Village Materials**

Trustee Pierce motioned to postpone Resolution 2023-80 to the next meeting. This motion was seconded by Trustee Hammes.

Trustee Pierce noted the absence of Trustee Wishau, who was part of this design discussion, and preferred his presence for the adoption of the new standard font.

There was a discussion to move forward with the new font so that the Village could proceed with sign designs.

Motion by Trustee Martin to approve Resolution 2023-80 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Adoption Of A New, Standard Font For Use In All Village Materials. Seconded by Trustee Hammes.

Queries were raised about the similarity of the new font with the current one and the cost implications of changing signs.

Trustee Pierce clarified that there would be no change to existing signs as it won't incur a cost. Future signs will use the new font.

Motion carried unanimously.

**8F – Resolution 2023-81 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Adoption Of A New, Standard Color For Use In All Village Materials**

Motion by Trustee Pierce to layover Resolution 2023-81 – Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Adoption Of A New, Standard Color For Use In All Village Materials to the next meeting. Seconded by Trustee Hammes. Motion carried, unanimously.

**9A. Request to extend hours of Amplified Music Permit – Sonia Donoso**

The applicant, Sonia Donoso, was absent from the meeting.

Motion by Trustee Stillman to deny the Request to extend hours of Amplified Music Permit – Sonia Donoso. Seconded by Trustee McManus.

Motion by Trustee Martin to amend the motion to allow the Clerk to issue the permit if the applicant could provide proof of having contacted her neighbors within the next five days. Seconded by Trustee Pierce.

Trustee Pierce – aye

Trustee Martin – aye

Trustee McManus – nay

Trustee Hammes – aye

Trustee Stillman – nay

President Weatherston – nay

**Motion fails, 3/3.**

*Returning to the original motion to deny the request:*

Motion by Trustee Stillman to deny the Request to extend hours of Amplified Music Permit – Sonia Donoso. Seconded by Trustee McManus.

Discussion was had regarding the importance of maintaining consistency and setting precedents.

Trustee Pierce – nay

Trustee Martin – nay

Trustee McManus – aye

Trustee Hammes – aye

Trustee Stillman – aye

President Weatherston – aye

Motion carries, 4/2.

**10 – Adjournment**

President Weatherston adjourned the meeting at 6:57 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>3 RIVERS BILLING, INC.</b>							
General Fund	3	3 RIVERS BILLING, INC.	6285	07/31/2023 EMS RECEIPTS FOR	07/31/2023	9,937.32	100-35-61000 Professional Services
Total 3 RIVERS BILLING, INC.:						9,937.32	
<b>ACH - DELTA DENTAL</b>							
General Fund	498	ACH - DELTA DENTAL	689625	07/01/2023 DELTA DENTAL PRE	07/01/2023	3,905.09	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	689625	07/01/2023 DELTA DENTAL PRE	07/01/2023	4,705.36	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	689625	07/01/2023 DELTA DENTAL VISI	07/01/2023	936.00	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:						9,546.45	
<b>ACH - PETPARTNERS</b>							
General Fund	1501	ACH - PETPARTNERS	VC-20230802	08/02/2023 PET INSURANCE PR	08/02/2023	233.46	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						233.46	
<b>ACH - SUPERFLEET</b>							
General Fund	1730	ACH - SUPERFLEET	EJ994 051820	FUEL FOR CFD VEHICLES	05/26/2023	789.80	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9940618202	FUEL FOR CFD VEHICLES	06/28/2023	909.16	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9940718202	FUEL FOR CFD VEHICLES	07/25/2023	683.74	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						2,382.70	
<b>ACH - WCA GROUP HEALTH TRUST</b>							
General Fund	9142	ACH - WCA GROUP HEALTH TR	080123	08/01/2023 HEALTH INSURANC	07/31/2023	235,579.04	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						235,579.04	
<b>ACH - WE ENERGIES</b>							
General Fund	380	ACH - WE ENERGIES	4654303711	STREET LIGHTS 6/13/2023 TO 7	07/12/2023	11,531.16	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:						11,531.16	
<b>AERO COMPRESSED GASES</b>							
General Fund	29	AERO COMPRESSED GASES	471520	MEDICAL OXYGEN	08/02/2023	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						47.50	
<b>APPLIED CONCEPTS, INC.</b>							
Capital Projects Fund	9020	APPLIED CONCEPTS, INC.	414682	RADAR UNIT	02/17/2023	1,525.00	400-30-65030 Equipment



Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total APPLIED CONCEPTS, INC.:						1,525.00	
<b>ARAMARK</b>							
General Fund	128	ARAMARK	6140218189	JUL-23; RUG DELIVERY - POLIC	07/26/2023	574.01	100-43-62100 Contracted Services
Total ARAMARK:						574.01	
<b>AXON ENTERPRISE, INC.</b>							
General Fund	161	AXON ENTERPRISE, INC.	INUS171015	CARTRIDGES/BATTERY PACK	07/11/2023	820.00	100-30-64070 Work Supplies
Total AXON ENTERPRISE, INC.:						820.00	
<b>BADGER METER INC.</b>							
Water Utility Fund	163	BADGER METER INC.	1561603	1,000 WASHERS FOR METERS	02/27/2023	519.29	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1570404	STRAINER FOR WIND POINT M	04/06/2023	3,879.14	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1579352	BADGER METERS	05/15/2023	222.75	500-18701-107 CIP - Meters
Total BADGER METER INC.:						4,621.18	
<b>BAYCOM</b>							
General Fund	183	BAYCOM	EQUIPINV_044	BWC 3 YEAR LICENSE RENEW	07/05/2023	1,840.00	100-30-62100 Contracted Services
Total BAYCOM:						1,840.00	
<b>BUILDING PERMIT REFUND VENDOR</b>							
General Fund	271	BUILDING PERMIT REFUND VE	2022-697	7/31/2023 REFUND PERMIT #20	07/31/2023	282.50	100-00-44300 Building Permits
Total BUILDING PERMIT REFUND VENDOR:						282.50	
<b>BUY RIGHT, INC.</b>							
Water Utility Fund	273	BUY RIGHT, INC.	14873-406844	07/28/2023 DIESEL EXHAUST FL	07/28/2023	31.78	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-406844	07/28/2023 DIESEL EXHAUST FL	07/28/2023	31.78	501-00-63200 Fuel, Oil, Fluids
Total BUY RIGHT, INC.:						63.56	
<b>CALEDONIA BASEBALL AND SOFTBALL, INC.</b>							
General Fund	9245	CALEDONIA BASEBALL AND SO	REFUND 2023	2023 SUMMER YOUTH BASEBA	08/02/2023	750.00	100-00-46752 Parks Sport Revenue
General Fund	9245	CALEDONIA BASEBALL AND SO	REFUND 2023	LESS: MAINTENANCE FEES DU	08/02/2023	-575.00	100-00-46752 Parks Sport Revenue
Total CALEDONIA BASEBALL AND SOFTBALL, INC.:						175.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>CLARK DIETZ, INC.</b>							
Capital Projects Fund	9230	CLARK DIETZ, INC.	438153	CRAWFORD PARK MASTER GR	07/12/2023	1,530.00	400-70-66100 Park Improvements
Capital Projects Fund	9230	CLARK DIETZ, INC.	438154	4 MILE ROAD EMERGENCY SIG	07/12/2023	580.00	400-75-65025 PSB-VILLAGE SOURCED BLDG IMP
Total CLARK DIETZ, INC.:						2,110.00	
<b>CLIFTON LARSON ALLEN LLP</b>							
General Fund	378	CLIFTON LARSON ALLEN LLP	3804861	AUDIT SERVICES - PROGRESS	07/21/2023	9,429.00	100-90-61300 Audit Services
Total CLIFTON LARSON ALLEN LLP:						9,429.00	
<b>CONSERV FS INC.</b>							
General Fund	3962	CONSERV FS INC.	777004286	4000 GAL UNLEADED	07/31/2023	12,046.41	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						12,046.41	
<b>CUMMINS SALES AND SERVICES</b>							
General Fund	429	CUMMINS SALES AND SERVICE	F6-57473	SERVICE CALL ON GENERATO	07/26/2023	265.09	100-35-64240 Building Repairs & Maintenance
General Fund	429	CUMMINS SALES AND SERVICE	F6-57473	SERVICE CALL ON GENERATO	07/26/2023	265.10	100-30-64240 Building Repairs & Maintenance
General Fund	429	CUMMINS SALES AND SERVICE	F6-58336	REPAIRS TO GENERATOR ST. 1	07/26/2023	1,404.71	100-35-64240 Building Repairs & Maintenance
General Fund	429	CUMMINS SALES AND SERVICE	F6-58336	REPAIRS TO GENERATOR ST. 1	07/26/2023	1,404.70	100-30-64240 Building Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:						3,339.60	
<b>DIGGERS HOTLINE</b>							
Water Utility Fund	519	DIGGERS HOTLINE	230 7 68901 P	07/12/2023 DIGGERS HOTLINE	07/12/2023	1,288.84	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	519	DIGGERS HOTLINE	230 7 68901 P	07/12/2023 DIGGERS HOTLINE	07/12/2023	1,288.83	501-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	519	DIGGERS HOTLINE	230 7 68901 P	07/12/2023 DIGGERS HOTLINE	07/12/2023	1,288.83	502-00-64240 Building Repairs & Maintenance
Total DIGGERS HOTLINE:						3,866.50	
<b>DORNER COMPANY</b>							
Water Utility Fund	551	DORNER COMPANY	506781	POWERRAC WATER CYLINDER	07/21/2023	13,721.00	500-00-64240 Building Repairs & Maintenance
Total DORNER COMPANY:						13,721.00	
<b>FGM ARCHITECTS</b>							
Capital Projects Fund	652	FGM ARCHITECTS	21-3278.01-21	CALEDONIA PUBLIC SAFETY FA	07/13/2023	13,756.00	400-75-65020 PSB-FGM Building Improvements
Total FGM ARCHITECTS:						13,756.00	
<b>FIRE SERVICE INC.</b>							
General Fund	3900	FIRE SERVICE INC.	WI-7881	WINDSHIELD AND GASKET FO	07/26/2023	1,089.90	100-35-63300 Vehicle Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total FIRE SERVICE INC.:						1,089.90	
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>							
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	85170	TID 5 CENTRAL LIFT STATION P	07/28/2023	53,349.50	415-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	85173	PROF SERVICES THROUGH 7/7	07/28/2023	6,254.79	100-23163-035 Bluffside
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	85175	ADAMS RD WATER MAIN EXTE	07/28/2023	3,992.80	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	85176	ADAMS RD ELEVATED STORAG	07/28/2023	1,590.60	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	85178	PROF SERVICES THROUGH 7/7	07/28/2023	294.40	100-23163-088 Prairie Pathways V
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						65,482.09	
<b>FRANK BOUCHER</b>							
Water Utility Fund	673	FRANK BOUCHER	681065	SERVICE ON GMC SIERRA	06/02/2023	327.55	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	673	FRANK BOUCHER	681065	SERVICE ON GMC SIERRA	06/02/2023	327.54	501-00-63300 Vehicle Repairs & Maintenance
Total FRANK BOUCHER:						655.09	
<b>FRANKSVILLE AUTOMOTIVE LLC</b>							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14995	#217 OIL CHANGE	07/18/2023	64.89	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15051	#213 OIL CHANGE	08/01/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15052	#215 OIL CHANGE'	08/01/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						184.37	
<b>G &amp; F EXCAVATING</b>							
Sewer Utility Fund	687	G & F EXCAVATING	35839	626 JOHNSON AVENUE - RE-LA	06/29/2023	11,072.75	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35844	REPAIR WATER MAIN BREAK @	07/05/2023	3,457.50	500-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	687	G & F EXCAVATING	35861	CUT BRUSH @ 6921 DOUGLAS	07/19/2023	7,300.00	502-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35865	REPAIR WATER MAIN BREAK @	07/24/2023	4,385.00	500-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						26,215.25	
<b>GALLS LLC</b>							
General Fund	693	GALLS LLC	025007066	UNIFORM PATCHES	07/07/2023	612.50	100-30-50280 Clothing Allowance
Donation Fund	693	GALLS LLC	025033822	HANLEY HONOR GUARD	07/11/2023	298.96	250-30-64190 Police Dept Donations
Total GALLS LLC:						911.46	
<b>GLEASON REDI MIX</b>							
Capital Projects Fund	723	GLEASON REDI MIX	324361	7 YRDS SLURRY	08/01/2023	663.00	400-41-65080 Road Improvements

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total GLEASON REDI MIX:						663.00	
<b>HEAR WISCONSIN</b>							
Water Utility Fund	2072	HEAR WISCONSIN	20230725002	07/25/2023 AUDIOMETRIC TEST	07/25/2023	52.50	500-00-64190 Miscellaneous Expenses
Sewer Utility Fund	2072	HEAR WISCONSIN	20230725002	07/25/2023 AUDIOMETRIC TEST	07/25/2023	52.50	501-00-64190 Miscellaneous Expenses
General Fund	2072	HEAR WISCONSIN	20230725002	07/25/2023 AUDIOMETRIC TEST	07/25/2023	595.00	100-13-51100 Personnel Medical Exams
Total HEAR WISCONSIN:						700.00	
<b>HILLER FORD</b>							
General Fund	9211	HILLER FORD	1253684	MIRROR FOR SQUAD 213	07/25/2023	111.48	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						111.48	
<b>ID NETWORKS, INC.</b>							
General Fund	831	ID NETWORKS, INC.	281103	MAINTENANCE FEE/FINGERRO	07/21/2023	3,495.00	100-30-62100 Contracted Services
Total ID NETWORKS, INC.:						3,495.00	
<b>INDUSTRIAL NETWORKING SOLUTIONS</b>							
General Fund	9206	INDUSTRIAL NETWORKING SO	INV-1641149	2 PEPLINKS	07/19/2023	768.20	100-30-63300 Vehicle Repairs & Maintenance
Total INDUSTRIAL NETWORKING SOLUTIONS:						768.20	
<b>INTOXIMETERS</b>							
General Fund	850	INTOXIMETERS	739650	INTOXIMETERS EQUIPMENT O	07/27/2023	485.00	100-30-64070 Work Supplies
Total INTOXIMETERS:						485.00	
<b>JEFFERSON FIRE &amp; SAFETY, INC.</b>							
General Fund	909	JEFFERSON FIRE & SAFETY, IN	IN305105	FOAM	07/26/2023	1,500.00	100-35-63200 Fuel, Oil, Fluids
Total JEFFERSON FIRE & SAFETY, INC.:						1,500.00	
<b>JOHNS DISPOSAL SERVICE, INC.</b>							
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1103702	MAY-23; CONTRACTED GARBA	05/26/2023	96,239.46	240-00-62100 Contracted Services
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1103702	MAY-23; CONTRACTED RECYC	05/26/2023	47,463.08	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						143,702.54	
<b>JOURNAL TIMES</b>							
General Fund	1565	JOURNAL TIMES	122249	SUMMARY FOR 2023-10 REZON	07/06/2023	154.71	100-11-64010 Notifications/Publications

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1565	JOURNAL TIMES	RENEWAL 130	2023-2024 ANNUAL SUBSCRIPT	06/13/2023	969.00	100-13-51320 Memberships/Dues
Total JOURNAL TIMES:						1,123.71	
<b>KORTENDICK HARDWARE</b>							
General Fund	1096	KORTENDICK HARDWARE	157856	PAINT BRUSHES	07/18/2023	17.96	100-41-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158736	DRILLBIT	06/21/2023	23.38	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158767	UPHOLSTRY TACKS & CONCRE	06/22/2023	36.92	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158802	WEED/GRASS KILLER	06/23/2023	26.98	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158905	WEED/GRASS KILLER	06/08/2023	26.98	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158933	MISC. FASTNERS	06/29/2023	8.01	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	158933	TRASH BAGS	06/29/2023	30.58	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	158973	PEA STONE	06/30/2023	4.49	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	159002	ALL SEASON GARDEN HOSE	07/01/2023	35.09	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	159087	TRASH BAGS	07/06/2023	45.87	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	159154	CONCRETE	07/10/2023	107.82	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	159253	CONCRETE	07/14/2023	107.82	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	159282	FLAT PAINT AND PAINT BRUSH	07/17/2023	23.38	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	159311	PEA STONE	07/18/2023	26.95	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	159379	DRAIN CLEANER FOR URINALS	07/26/2023	5.39	100-35-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	159524	WETJET REFILL PADS, TRASH	07/28/2023	46.77	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	159569	PARTS FOR THE WEED TRIMM	08/02/2023	14.38	100-35-64110 Small Equipment
General Fund	1096	KORTENDICK HARDWARE	159575	CREDIT FOR RETURNED PART	08/02/2023	1.80	100-35-64110 Small Equipment
Cemetery Fund	1096	KORTENDICK HARDWARE	43129	START UP SERVICE @ CEMETE	05/31/2023	135.00	220-00-62700 Grounds Services
Total KORTENDICK HARDWARE:						725.57	
<b>KUSTOM SIGNALS, INC.</b>							
Capital Projects Fund	9274	KUSTOM SIGNALS, INC.	605136	COVERT RADAR SYSTEM	07/26/2023	2,987.24	400-30-65030 Equipment
Total KUSTOM SIGNALS, INC.:						2,987.24	
<b>LANGE ENTERPRISES, INC.</b>							
General Fund	1135	LANGE ENTERPRISES, INC.	84403	SIGNS / BLANK	07/27/2023	2,992.66	100-41-64090 Road Maintenance Materials
Total LANGE ENTERPRISES, INC.:						2,992.66	
<b>LIGHTHOUSE COMMUNICATIONS</b>							
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1180723	2ND QTR 2023 PRINTING OF BI	07/18/2023	1,273.56	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1180723	2ND QTR 2023 PRINTING OF BI	07/18/2023	1,273.57	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1180723	2ND QTR 2023 MAILING OF BIL	07/18/2023	3,754.64	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1180723	2ND QTR 2023 MAILING OF BIL	07/18/2023	3,754.63	501-00-64040 Postage & Shipping

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total LIGHTHOUSE COMMUNICATIONS:						10,056.40	
<b>MEA-SEW</b>							
General Fund	1265	MEA-SEW	070123	07/24/2023 - 2023-24 MEA-SEW	07/24/2023	30.00	100-13-51320 Memberships/Dues
Total MEA-SEW:						30.00	
<b>MONTAGE ENTERPRISES, INC</b>							
General Fund	3799	MONTAGE ENTERPRISES, INC	105603	MOWER/PULLEY	08/03/2023	683.27	100-41-63300 Vehicle Repairs & Maintenance
Total MONTAGE ENTERPRISES, INC:						683.27	
<b>MUNICIPAL COURT REFUNDS</b>							
General Fund	8998	MUNICIPAL COURT REFUNDS	B1361257-1 R	CHARGE DISMISSED	07/18/2023	124.00	100-00-45110 Muni Court Fines
Total MUNICIPAL COURT REFUNDS:						124.00	
<b>NASSCO, INC.</b>							
General Fund	1371	NASSCO, INC.	6314933	JUMBO BATH TISSUE & FUEL S	07/14/2023	50.44	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6314934	JUMBO BATH TISSUE - PARKS	07/14/2023	50.44	100-70-64100 Janitorial Services
General Fund	1371	NASSCO, INC.	6319329	REPAIR VILLAGE VACUUM CLE	07/27/2023	63.47	100-43-64250 Equipment Repairs & Maintenanc
Total NASSCO, INC.:						164.35	
<b>NATIONAL INSURANCE SERVICES</b>							
General Fund	1381	NATIONAL INSURANCE SERVIC	CALDVIL-03	Q3-23: MEDICAL CONSUTLING	07/13/2023	9,500.00	100-90-62100 Contracted Services
Total NATIONAL INSURANCE SERVICES:						9,500.00	
<b>NATURE SCAPE LAWN AND LANDSCAPE</b>							
General Fund	9124	NATURE SCAPE LAWN AND LA	GORNEY 2	2023 WEED CONTROL AT GOR	07/01/2023	636.00	100-70-62700 Grounds Service
Total NATURE SCAPE LAWN AND LANDSCAPE:						636.00	
<b>NETWORK SPECIALIST OF RACINE, INC.</b>							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44520	AUGUST 2023 - OFFICE ANYWH	07/10/2023	250.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44520	AUGUST 2023 - OFFICE ANYWH	07/10/2023	250.00	501-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44555	AUGUST 2023; REMOTE BACK-	07/10/2023	125.00	501-00-64320 IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44555	AUGUST 2023; REMOTE BACK-	07/10/2023	125.00	500-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						750.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>NEWPORT BUILDERS</b>							
General Fund	9144	NEWPORT BUILDERS	RECEIPT #322	REFUND CLEANUP BOND 6363	08/03/2023	1,000.00	100-23160-000 Clean-Up Bonds
Total NEWPORT BUILDERS:						1,000.00	
<b>ONTECH SYSTEMS, INC</b>							
General Fund	1071	ONTECH SYSTEMS, INC	80593	JUN-23; MONTHLY IT MANAGED	06/30/2023	3,929.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	80878	JUN-23; DIRECT IT SUPPORT TI	06/30/2023	7,664.40	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	81176	JUL-23; DIRECT IT SUPPORT TI	07/17/2023	4,844.70	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	81303	JUN-23; MONTHLYCLOUD BACK	07/17/2023	965.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	81415	JUL-23L MONTHLY IT MANAGE	07/31/2023	3,951.00	100-90-64300 IT Maintenance & Subscriptions
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	81955	SETTING UP NETWORK SWITC	07/31/2023	1,777.40	400-75-65025 PSB-VILLAGE SOURCED BLDG IMP
Total ONTECH SYSTEMS, INC:						23,131.50	
<b>PATS SERVICES INC.</b>							
General Fund	1462	PATS SERVICES INC.	A-251836	GORNEY - PORTABLE TOILET --	07/25/2023	150.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	A-251836	GORNEY - PORTABLE TOILET (	07/25/2023	120.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	A-251837	LINWOOD PARK - HANDICAP -	07/25/2023	150.00	100-70-62100 Contracted Services
Total PATS SERVICES INC.:						420.00	
<b>PAYNE &amp; DOLAN, INC.</b>							
General Fund	1474	PAYNE & DOLAN, INC.	1880088	1.45TNS HOT MIX	08/03/2023	102.01	100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:						102.01	
<b>POMPS TIRE SERVICE</b>							
Capital Projects Fund	1517	POMPS TIRE SERVICE	160137986	#46 TIRES; REFURBISHMENT O	07/20/2023	3,189.30	400-41-65040 Equipment-Vehicles
Total POMPS TIRE SERVICE:						3,189.30	
<b>RACINE COUNTY TREASURER</b>							
General Fund	1561	RACINE COUNTY TREASURER	2023 UNCLAIM	2023 UNCLAIMED FUNDS	08/03/2023	702.60	100-10-64070 Miscellaneous
Total RACINE COUNTY TREASURER:						702.60	
<b>RACINE RECOVERY</b>							
General Fund	1568	RACINE RECOVERY	23-04015	07/08/2023 TOW BILL FOR SQU	07/12/2023	485.00	100-30-63300 Vehicle Repairs & Maintenance
Total RACINE RECOVERY:						485.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>RACINE WATER &amp; WASTEWATER UTILITIES</b>							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	WAINV-16851	07/13/2023 BAC-T-SAMPLES AP	07/13/2023	1,350.00	500-00-62560 Water Sampling and Testing
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09296	07/21/2023 QUARTERLY SEWER	07/21/2023	540,462.11	501-00-62550 Sewer Treatment Charges
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09296	07/21/2023 QUARTERLY SEWER	07/21/2023	4,965.65	501-00-62550 Sewer Treatment Charges
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09296	07/21/2023 QUARTERLY SEWER	07/21/2023	216.82	501-00-62550 Sewer Treatment Charges
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09296	07/21/2023 QUARTERLY SEWER	07/21/2023	7,666.00	501-00-62550 Sewer Treatment Charges
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09296	07/21/2023 QUARTERLY SEWER	07/21/2023	478.24	501-00-62550 Sewer Treatment Charges
Total RACINE WATER & WASTEWATER UTILITIES:						555,138.82	
<b>REESMANS EXCAVATING &amp; GRADING</b>							
TID #4 Fund	1610	REESMANS EXCAVATING & GR	PAY AP #1, CA	08/01/2023 PAY APP #1 CALEDO	08/01/2023	359,792.69	414-23163-002 Badgerland-Intersections
Total REESMANS EXCAVATING & GRADING:						359,792.69	
<b>REVERE ELECTRIC</b>							
Sewer Utility Fund	1629	REVERE ELECTRIC	S4906990.004	07/26/2023 AB 2085-IF8 MICRO8	07/26/2023	1,132.34	501-00-64240 Building Repairs & Maintenance
Total REVERE ELECTRIC:						1,132.34	
<b>RILEY CONSTRUCTION COMPANY, INC.</b>							
Capital Projects Fund	9241	RILEY CONSTRUCTION COMPA	622709-12	GENERAL CONTRACTOR; GUA	07/31/2023	2,363,524.38	400-90-65020 Building Improvements
Total RILEY CONSTRUCTION COMPANY, INC.:						2,363,524.38	
<b>ROSS LANDCARE</b>							
General Fund	1945	ROSS LANDCARE	3925	TOPSOIL	07/31/2023	576.00	100-41-64090 Road Maintenance Materials
Total ROSS LANDCARE:						576.00	
<b>SHRED-IT USA</b>							
General Fund	1800	SHRED-IT USA	8004361546	JULY 2023; 1 -- ON SITE SHRED	07/25/2023	22.08	100-43-62100 Contracted Services
General Fund	1800	SHRED-IT USA	8004361655	JUL-23; MONTHLY SHREDDING	07/25/2023	22.08	100-30-62100 Contracted Services
Total SHRED-IT USA:						44.16	
<b>SIGN SHOP OF RACINE, INC.</b>							
General Fund	1805	SIGN SHOP OF RACINE, INC.	9857	CAL. PARKS LEAGUES TROPHI	07/20/2023	262.00	100-70-64070 Work Supplies
Total SIGN SHOP OF RACINE, INC.:						262.00	
<b>SME SEASONAL SERVICES LLC</b>							
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6752	MOWING -5 1/2 MILE AND CHA	07/04/2023	255.00	502-00-64260 Grounds Repairs & Maintenance



Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6765	SINGLE CUTTING OF ALL BASI	07/04/2023	2,300.00	502-00-64260 Grounds Repairs & Maintenance
Total SME SEASONAL SERVICES LLC:						2,555.00	
<b>SQUARE ONE HEATING &amp; COOLING</b>							
General Fund	1840	SQUARE ONE HEATING & COO	i38267	MAINTENANCE HVAC - VILLAG	07/07/2023	1,499.62	100-43-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:						1,499.62	
<b>STARNET TECHNOLOGIES</b>							
Water Utility Fund	1855	STARNET TECHNOLOGIES	0092417-IN	Q3 - 2023 NCC DATA MONITORI	07/18/2023	120.00	500-00-64150 Communication Services
Sewer Utility Fund	1855	STARNET TECHNOLOGIES	0092417-IN	Q3 - 2023 NCC DATA MONITORI	07/18/2023	360.00	501-00-64150 Communication Services
Storm Water Utility Fund	1855	STARNET TECHNOLOGIES	0092417-IN	Q3 - 2023 NCC DATA MONITORI	07/18/2023	60.00	502-00-64150 Communication Services
Total STARNET TECHNOLOGIES:						540.00	
<b>STRAND ASSOCIATES INC.</b>							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0199190	6/1/23-6/30/23 ILLICIT DISCHAR	07/12/2023	4,047.26	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						4,047.26	
<b>STREICHERS</b>							
General Fund	1895	STREICHERS	11646842	NEW HIRE KEEPER SET	07/28/2023	19.99	100-30-50280 Clothing Allowance
Total STREICHERS:						19.99	
<b>STRYKER SALES CORPORATION</b>							
Capital Projects Fund	8	STRYKER SALES CORPORATIO	9204270195	HEART MONITOR FOR SQUAD	07/19/2023	31,015.30	400-35-65030 Equipment
General Fund	8	STRYKER SALES CORPORATIO	9204280801	BP CUFF	07/26/2023	38.30	100-35-64280 Medical Supplies
General Fund	8	STRYKER SALES CORPORATIO	9204315480	POWER CORD	08/02/2023	33.10	100-35-64250 Equipment Repairs & Maintenanc
Total STRYKER SALES CORPORATION:						31,086.70	
<b>TELEFLEX</b>							
General Fund	9037	TELEFLEX	9507223902	MEDICAL SUPPLIES	08/02/2023	662.50	100-35-64280 Medical Supplies
Total TELEFLEX:						662.50	
<b>TERRY &amp; NUDO, LLC</b>							
General Fund	1934	TERRY & NUDO, LLC	20322	MAY-JUNE 2023; LITIGATION DE	07/14/2023	240.00	100-60-61000 Professional Services
Total TERRY & NUDO, LLC:						240.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
<b>THE DAILY REPORTER</b>							
Capital Projects Fund	9279	THE DAILY REPORTER	2523900	PUBLIC NOTICE - 4 MILE ROAD	07/26/2023	264.60	400-75-65025 PSB-VILLAGE SOURCED BLDG IMP
Total THE DAILY REPORTER:						264.60	
<b>TYLER TECHNOLOGIES, INC.</b>							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114578	07/13/2023 INSTALLMENT #6 OF	07/13/2024	7,083.33	100-90-62100 Contracted Services
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114579	07/13/2023 - INSTALLMENT #7 O	07/13/2023	2,987.50	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:						10,070.83	
<b>UNITED MECHANICAL, INC.</b>							
Storm Water Utility Fund	2042	UNITED MECHANICAL, INC.	26132	06/30/2023 CHECK VALVE REPL	06/30/2023	3,695.00	502-00-64240 Building Repairs & Maintenance
Total UNITED MECHANICAL, INC.:						3,695.00	
<b>UTILITY VENDOR REFUND</b>							
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	UTILITY SETT	CAL UTILITY SETTLEMENT; MON	06/26/2023	956.00	501-00-64190 Miscellaneous Expenses
Total UTILITY VENDOR REFUND:						956.00	
<b>VON BRIESEN &amp; ROPER SC</b>							
General Fund	2091	VON BRIESEN & ROPER SC	431847	LABOR AND PERSONNEL - PRO	08/01/2023	121.83	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:						121.83	
<b>WESTERN CULVERT &amp; SUPPLY INC.</b>							
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	068755	07/27/2023 CULVERT PIECES &	07/27/2023	10,273.60	502-00-65151 Culvert Replacements
Total WESTERN CULVERT & SUPPLY INC.:						10,273.60	
<b>WI DEPT OF JUSTICE-TIME</b>							
General Fund	2142	WI DEPT OF JUSTICE-TIME	455TIME-0000	Q3-2023; QUARTERLY TIME AC	07/10/2023	626.25	100-30-62100 Contracted Services
Total WI DEPT OF JUSTICE-TIME:						626.25	
						<b>TOTAL PAYMENTS BY FUND</b>	
Grand Totals:						\$2,420,812.22	3,989,323.95
	CAPITAL PROJECTS FUND					135.00	
	CEMETERY FUND					298.96	
	DONATION FUND					367,257.64	
	GENERAL FUND					47,463.08	
	RECYCLING FUND					96,239.46	
	REFUSE FUND					574,413.76	
	SEWER UTILITY FUND					29,219.69	
	STORM WATER UTILITY FUND					365,376.09	
	TID #4 FUND					53,349.50	
	TID #5 FUND					34,758.55	
	WATER UTILITY FUND						
	<b>TOTALS BY FUND</b>					<b>\$3,989,323.95</b>	

VILLAGE OF CALEDONIA  
5043 CHESTER LANE  
RACINE WI 53402

262-835-4451

Receipt No: 5.004354

Jul 13, 2023

ST. RITA CONGREGATION

Previous Balance:	.00
CHARGES TO THE PUBLIC - ST. RITA FAMILY FESTIVAL -- AUGUST 17, 2023 TO AUGUST 20, 2023	100.00
<hr/>	
Total:	100.00
<hr/>	
CHECKS            Check No: 50437	100.00
Payor: ST. RITA CONGREGATION	
Total Applied:	100.00
<hr/>	
Change Tendered:	.00
<hr/>	

07/13/2023 11:01 AM

2023



# SPECIAL EVENT APPLICATION

Village of Caledonia - Clerk's Office  
5043 Chester Lane, Racine, WI 53402  
Email: jhoeffert@caledonia-wi.gov  
Phone: (262) 835-6414  
FAX: (262) 835-2388

## EVENT ORGANIZER INFORMATION

Organization/Group Name: St. Rita Parish  
Address: 4339 Douglas Ave. City: Racine Zip: 53402  
Applicant's Name: Daniel L. Schrank Phone #: 414 510 2802 D.O.B: 12/6/1967  
Applicant's Address: 5450 Sunshine Ln City: Racine Zip: 53402  
Email Address: daniel-schrank@yahoo.com  
Vendor Name(s): See Attached City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Vendor Address/Place of Business: See Attached Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_ \*Submit a List for Multiple Vendors\*

## EVENT INFORMATION:

New Special Event  Recurring Special Event

Event Type: (Check all that apply)  Festival/Carnival/Amusement  Parade/Run/Walk/Bike Ride

Concert/March/Public Assembly Other \_\_\_\_\_

Event/Activity Name: St. Rita Family Festival

Purpose: Fund Raising / Fellowship

Location of Event and Attach Site Map: \_\_\_\_\_

Event Date(s): Aug. 17TH thru 20TH Start/End time: Thurs 5-10pm, Frid 5-11pm, Sat 12-11pm

Set-up Date/Time: Aug. 14TH / 9am Clean-up Time: Aug 21ST Sun 12-3pm

Assembly Area: See Attached

Proposed Parking and Access including disabled facilities (Attach Plan): See Attached

Proposed Security (Attach Plan): Racine County Sheriff

Proposed Temporary Construction if necessary (Attach Plan): See Attached

Proposed Utility and Sanitary Uses if necessary (Attach Plan): See Attached

Proposed Vending Sites for Alcohol Consumption if necessary (Attach Plan): See Attached

Estimated Attendance: 8,000 +/- or Number of Parade Units: 0

## Check Yes or No for each item:

Yes No

- Certificate of Insurance ✓
- Hold Harmless Agreement
- Beer/Wine Sales (requires special permit and license) ✓
- Portable Toilets (not provided by Village) ✓
- Tents (requires special permit)
- Street Closure (Requires permit; Quantity of barricades: \_\_\_\_\_)
- Electricity Needed ✓
- Security/Police Escort/Add'l Police Svcs (requires Police approval) ✓
- Concessions/Mobile/Food Prepared or Served (please see Racine County Health for the proper permits) ✓

Yes No

- Medical/Evacuation Plan (requires Fire/Police approval) ✓
- Fireworks (requires special permit)
- Bon Fire (requires Fire approval and protection)
- Carnival/Amusement Rides (requires state registration)
- Amplification Equipment/Musical Bands (requires special permit) ✓
- Animals (Description \_\_\_\_\_ Quantity \_\_\_\_\_)
- Surety Bond

~Please See Reverse Side~

The person/group named on this application will be responsible for the conduct of the special event and for facility condition. We will not deny anyone the benefits of, or otherwise subject anyone to discrimination because of race, color, creed, national origin, handicap or religion.

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless the VILLAGE OF CALEDONIA, a Wisconsin Municipal corporation located in Racine County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel and attorney fees, which I have or may, at any time incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the VILLAGE OF CALEDONIA, and each and every of its elected and appointed officials, employees, and agents, regardless of when or where, occurring or arising from this event.

*The undersigned acknowledges receipt of the Special Events Guidelines. It is the applicant's responsibility to read and determine the sections that apply to their event and comply with Chapter 12 Of Title 7 Licensing And Regulation Of Festivals, Amusement Parks, And Carnivals Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin*

Date 7/13/2023 Applicant's signature 

## SPECIAL EVENT FEES

### SPECIAL EVENT APPLICATION FEES:

Larger Event (over 750 in attendance) **\$100\* (non-refundable application fee)**

*\*Application fee will double if applications are not submitted within the required review time established in the Special Event Application. The Village reserves the right to deny a Special Event application if the application is submitted less than forty-five (45) days prior the event..*

### ADDITIONAL FEES/COSTS:

Events requiring police services exceeding the availability of on-duty personnel may be billed the actual costs incurred.

Events requiring fire services exceeding the availability of on-duty personnel may be billed the actual costs incurred.

### FOR OFFICE USE ONLY:

Date Received: 7/13/23 Recommended Department Due Date: 7/14/23

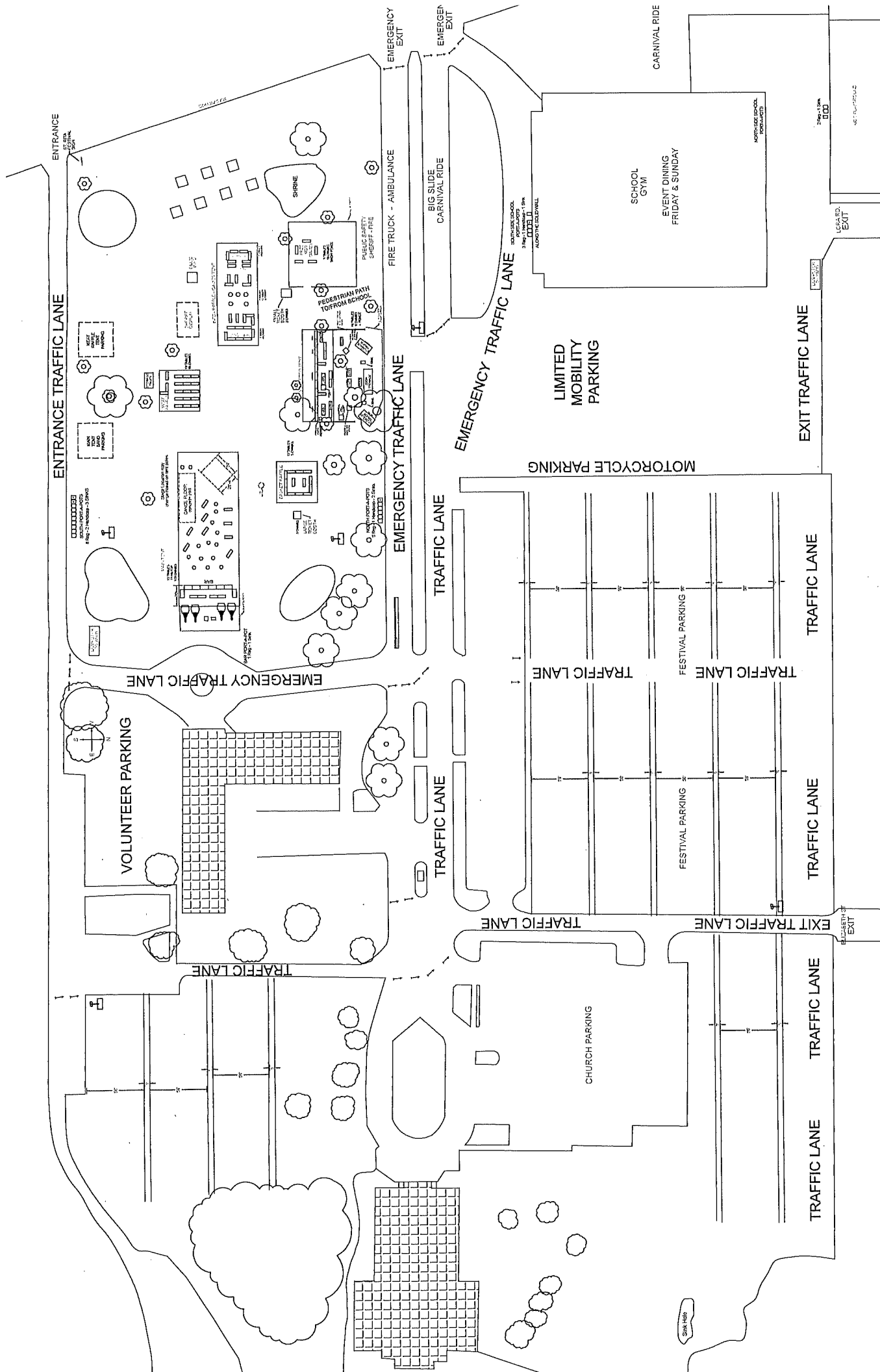
Application Fee: \$100 Total amount paid: \$100

Date Inspected By Police Department \_\_\_\_\_ Pass/Fail

Date Inspected By Fire Department \_\_\_\_\_ Pass/Fail

Date Inspected By Building Inspector and/or Public Services Director \_\_\_\_\_ Pass/Fail

Proof of Required State Inspections? Yes/No



# St. Rita Parish Festival Grounds

Kids Games Times  
In the Info Tent

Free Kids Games Times  
In the Greenway Church

Dinners in the School Gym

August 17 10 10 20 2022

  
St. Rita Parish

4339 Douglas Ave. Racine, WI 53402 • 262-639-3223 • parishoffice@stritaracine.org

July 11, 2023

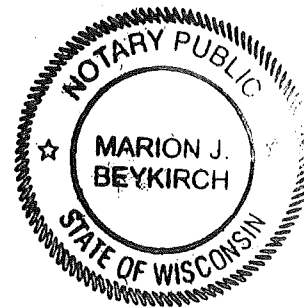
Village of Caledonia-Clerk's Office  
5043 Chester Lane  
Racine, WI 53402

To Whom It May Concern:

This letter is to serve as authorization for parish volunteer Daniel Schrank, in his role as Festival Director, to apply for a special event permit on behalf of St. Rita Parish. The festival will take place August 17-20, 2023.

Sincerely,

  
Rev. Michael C. Petersen, Pastor



Signed the 12<sup>th</sup> of July, 2023

Marion J. Beykirch

Marion J. Beykirch

Notary Commission expires 3-29-26  
County of Racine, State of Wisconsin

# Certificate of Coverage

Date: 7/13/2023

<b>Certificate Holder</b> Archdiocese of Milwaukee 3501 S. Lake Drive PO Box 070912 Milwaukee, WI 53207-0912	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
<b>Covered Location</b> ST RITA CHURCH 4339 DOUGLAS AVENUE RACINE, WI 53402-0000	<b>Company Affording Coverage</b> THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

**Coverages**

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
	Property				Real & Personal Property
	D. General Liability  <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8595	7/1/2023	7/1/2024	Each Occurrence
					500,000
					General Aggregate
					1,000,000
					Products-Comp/OP Agg
					Personal & Adv Injury
	Excess Liability	8595	7/1/2023	7/1/2024	Each Occurrence
					500,000
					Annual Aggregate
	Other				Each Occurrence
					Claims Made
					Annual Aggregate
					Limit/Coverage

**Description of Operations/Locations/Vehicles/Special Items** (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)  
 The Village of Caledonia, its agents, officers, and employees are named additional protected person for St Rita Church's Festival from August 17-21, 2023. Coverage only extends during the dates and times of the festival, and only for claims arising out of their negligent acts. Liquor Liability is included in general liability coverage.

<b>Holder of Certificate</b>	<b>Cancellation</b>
Additional Protected Person(s)  Village of Caledonia, its agents, officers, and employees 5043 Chester Lane Racine, WI 53402	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative

0065011132



## ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 8/17/2023  
Cancellation Date of Endorsement: 8/21/2023

Certificate Holder: Archdiocese of Milwaukee  
3501 S. Lake Drive  
PO Box 070912  
Milwaukee, WI 53207-0912

Location: ST RITA CHURCH  
4339 DOUGLAS AVENUE  
RACINE, WI 53402-0000

Certificate No. 8595 of The Catholic Mutual Relief Society of America is amended as follows:

### SECTION II - ADDITIONAL PROTECTED PERSON(S)

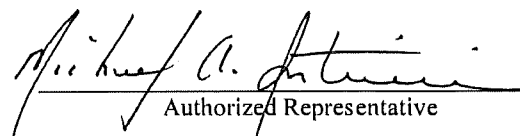
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)  
Village of Caledonia, its agents, officers, and employees  
5043 Chester Lane  
Racine, WI 53402

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

The Village of Caledonia, its agents, officers, and employees are named additional protected person for St Rita Church's Festival from August 17-21, 2023. Coverage only extends during the dates and times of the festival, and only for claims arising out of their negligent acts. Liquor Liability is included in general liability coverage.

  
Authorized Representative

VILLAGE OF CALEDONIA  
5043 CHESTER LANE  
RACINE WI 53402

262-835-4451

Receipt No: 5.004356

Jul 13, 2023

ST. RITA CONGREGATION

Previous Balance:	.00
CHARGES TO THE PUBLIC - PICNIC BEER/PICNIC WINE LICNESE - ST. RITA PARISH FAMILY FESTIVAL (8/17/2023 TO 8/20/2023)	10.00
CHARGES TO THE PUBLIC - NON-INTOXICANTS (ON SITE) - 8/17/203 TO 8/20/203	10.00
<hr/>	
Total:	20.00
<hr/> <hr/>	
CHECKS            Check No: 50436	20.00
Payor: ST. RITA CONGREGATION	
Total Applied:	20.00
<hr/>	
Change Tendered:	.00
<hr/> <hr/>	

07/13/2023 11:34 AM

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 04/19/2022

Town  Village  City of Caledonia

County of Racine

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 08/19/2022 and ending 08/21/2022 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →  Bona fide Club  Church  Lodge/Society  
 Chamber of Commerce or similar Civic or Trade Organization  
 Veteran's Organization  Fair Association

(a) Name St. Ritas Congregation

(b) Address 4339 Douglas Ave., Racine, WI 53402  
(Street)  Town  Village  City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Archbishop Jerome Listecky, 802 N Jackson Ave., Milw., WI 53202

Vice President Rev. Michael C. Petersen, 4339 Douglas Ave., Racine, WI 53402

Secretary Sharon Gierahn, 3813 North Ave., Franksville, WI 53126

Treasurer Dennis Collins, 5301 6 Mile Rd., Racine, WI 53402

(g) Name and address of manager or person in charge of affair: Daniel Schrank, 5450 Sunshine Ln, Racine, WI 53402

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 4339 Douglas Ave.

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: temporary tents on parish grounds

8/17 to 8/20 JD

3. Name of Event

(a) List name of the event St. Rita Parish Family Festival

(b) Dates of event August 19, 20, 21, 2022 (Thurs 5-10, Fri 5-11, Sat Noon-11pm + Sun Sat Noon-8)

### DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

St. Ritas Congregation

(Name of Organization)

Officer [Signature] 7-6-23  
(Signature/date)

Officer [Signature]  
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Officer [Signature]  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

VILLAGE OF CALEDONIA  
5043 CHESTER LANE  
RACINE WI 53402

Amount \$ \_\_\_\_\_  
Receipt No. \_\_\_\_\_  
Lic. No. \_\_\_\_\_

## APPLICATION FOR NON-INTOXICATING BEVERAGES

I/WE HEREBY APPLY FOR A LICENSE TO SELL AND/OR SERVICE IN THE VILLAGE OF CALEDONIA FOR THE PERIOD **7/1/2023 THROUGH 6/30/2024**, (UNLESS SOONER REVOKED) NON-INTOXICATING BEVERAGES SUBJECT TO THE LIMITATIONS IMPOSED BY SECTION 66.0433(1) & (2) OF THE WISCONSIN STATUTES, AND HEREBY AGREE TO COMPLY WITH ALL LAWS, RESOLUTIONS, ORDINANCES AND REGULATIONS AFFECTING THE SALE OF SUCH BEVERAGES IF A LICENSE IS GRANTED TO ME.

**\*LICENSE IS ISSUED TO AND DETERMINED BY LOCATION TO THE BUSINESS ADDRESS IN CALEDONIA WHERE NON-INTOXICATING BEVERAGES WILL BE SOLD AND/OR SERVICED.**

*PLEASE ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:*

**(Check All That Apply)**

LICENSE(S) APPLYING FOR:	NON-INTOXICATING BEVERAGES
	<input checked="" type="checkbox"/> \$10.00 Fee applies – <b>On-site</b>
	<input type="checkbox"/> \$ 5.00 Fee applies – <b>Off-site</b>
BUSINESS IS:	<input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> OTHER
(Please specify)	

\*PLEASE PROVIDE LEGAL NAME OF BUSINESS: St. Ritas Congregation

TRADE NAME: \_\_\_\_\_

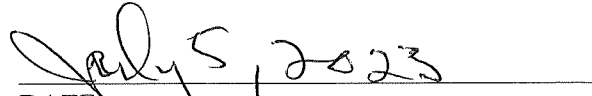
BUSINESS ADDRESS (complete address): 4339 Douglas Avenue, Racine, WI 53402

HOME ADDRESS (complete address): \_\_\_\_\_

BUSINESS PHONE: 262-639-3223 HOME PHONE: \_\_\_\_\_

  
SIGNATURE OF APPLICANT

Rev. Michael C. Petersen, Pastor  
PRINTED NAME

  
DATE

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 07/12/2023

Town  Village  City of Caledonia

County of Racine

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 08/17/2023 and ending 08/20/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →  Bona fide Club  Church  Lodge/Society  
 Chamber of Commerce or similar Civic or Trade Organization  
 Veteran's Organization  Fair Association

(a) Name St. Ritas Congregation

(b) Address 4339 Douglas Ave., Racine, WI 53402

(Street)

Town  Village  City

(c) Date organized \_\_\_\_\_

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Archbishop Jerome Listecky, 802 N Jackson Ave., Milw., WI 53202

Vice President Rev. Michael C. Petersen, 722 Melvin, Racine, WI 53402

Secretary Sharon Gierahn, 3813 North Ave., Franksville, WI 53126

Treasurer Dennis Collins, 5301 6 Mile Rd., Racine, WI 53402

(g) Name and address of manager or person in charge of affair: Daniel Schrank, 5450 Sunshine Ln, Racine, WI 53402

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 4339 Douglas Ave, Racine, WI 53402

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: temporary tents on parish grounds


## 3. Name of Event

(a) List name of the event St. Rita Parish Family Festival

(b) Dates of event August 17, 18, 19, 20, 2023

## DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer   
(Signature/date)

Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

(Name of Organization)

Officer   
(Signature/date)

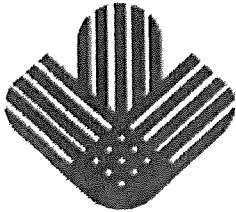
Officer   
(Signature/date)

Date Reported to Council or Board \_\_\_\_\_

License No. \_\_\_\_\_

**St. Rita Parish  
Festival Vendor Documentation Checklist**

2023 Vendor Name/Contact Person	Service Provided	Address	City/State/Zip	Phone #	Email	Fesitval Committee Contact
Matt Meyer	Musical Entertainment				<a href="mailto:mattmeyer@gmail.com">mattmeyer@gmail.com</a>	Myra Fox
Rebel Grace/TEC	Musical Entertainment	PO Box 510801	New Berlin, WI 53151	262-821-5098	<a href="mailto:john@rebelgrace.com">john@rebelgrace.com</a>	Myra Fox
Full Flavor	Musical Entertainment				<a href="mailto:agullis2000@gmail.com">agullis2000@gmail.com</a>	Myra Fox
Mean Jake	Musical Entertainment				<a href="mailto:crosswade@gmail.com">crosswade@gmail.com</a>	Myra Fox
Our House	Musical Entertainment				<a href="mailto:ourhouseband@ourhouseband.com">ourhouseband@ourhouseband.com</a>	Myra Fox
Almighty Vinyl	Musical Entertainment	5813 Spouth 113th St.	Hales Corners, WI 53130	(414) 350-3114	<a href="mailto:iamvynus@yahoo.com">iamvynus@yahoo.com</a>	Myra Fox
Mark Lake Enterprises	Carnival Rides/Concessions	421 Sherman St.	Eagle, WI 53119	(262) 719-5293	<a href="mailto:marklakeenterprises@yahoo.com">marklakeenterprises@yahoo.com</a>	
Brown's Service Wisconsin	Golf Carts	459 Madison, St.	Walworth, WI 53184	(262) 394-5505	<a href="mailto:brownswisconsin@gmail.com">brownswisconsin@gmail.com</a>	
Jack Pot Portables	Portable toilets	6621 39th Ave.	Kenosha, WI 53142	(262) 620-3521		
Payne & Dolan	Grounds lighting	1503 3 Mile Rd.	Racine, WI 53402	(262) 639-2411		
ANT Sound & Lighting	Band Sound Production	3881 West Klieforth Ave.	Cudahy, WI 53110	(414) 852-5228	<a href="mailto:antsoundlightingllc@gmail.com">antsoundlightingllc@gmail.com</a>	
American European Foods	Chicken Dinner	5625 W. North Ave.	Milwaukee, WI 53208	(414) 444-2121	<a href="mailto:americanEuropeanfoods@yahoo.com">americanEuropeanfoods@yahoo.com</a>	
Mermaid Aramae	Kid's Entertainment	2040 Main St.	Racine, WI 53402	(262) 822-0004	<a href="mailto:dinderbros@gmail.com">dinderbros@gmail.com</a>	
General Rental	Tent Rental	1120 N. Greenbay Rd.	Racine, WI 53406	(262) 886-6805		
Racine Sheriff Dept	Security	717 Wisconsin Ave.	Racine, WI 53403	(262) 886-2300	<a href="mailto:William.dale@racinecounty.com">William.dale@racinecounty.com</a>	
Caledonia Police Dept	Security	6900 Nicholson Rd.	Caledonia, WI 53108	(262) 835-4423	<a href="mailto:jeardiner@caledonia-wi.gov">jeardiner@caledonia-wi.gov</a>	
Caledonia Fire Dept./Wally Leininger	Medical	6900 Nicholson Rd.	Caledonia, WI 53108	(262) 835-2050		
Beechwood	Adult Beverages	5350 S. Emmer Dr	New Berlin, WI 53151	(262) 717-2831		
CJW	Adult Beverages	2437 Chicory Rd.	Mt. Pleasant, WI 53403	(262) 554-4288		
Pico's	Food Truck	3505 Spring St.	Racine, WI 53405	(262) 800-3488	<a href="mailto:info@picos-tacos.com">info@picos-tacos.com</a>	Dan Schrank
Blue Badger Grill	Food Truck	717 S. Sylvania Ave.	Sturtevant, WI 53177	(262) 898-8484	<a href="mailto:vreading@willkomms.com">vreading@willkomms.com</a>	Dan Schrank
Lori Wagnitz dba Made 4 You by Lori	Arts & Crafts	2104 N. 57th St.	Milwaukee, WI 53208	414-313-2956	<a href="mailto:made4youylori@gmail.com">made4youylori@gmail.com</a>	Diana Lerro
Veronica Arteaga dba Veronica's Luxe Jewelry	Arts & Crafts	2143 S 74th St.	Milwaukee, WI 53219	262-488-2779	<a href="mailto:sandrascreation@gmail.com">sandrascreation@gmail.com</a>	Diana Lerro
Jill Scheel dba Jill Scheel Art	Arts & Crafts	N 2210 Harvey Rd.	Neosho, WI 53059	262-853-8660	<a href="mailto:jillscheelart@yahoo.com">jillscheelart@yahoo.com</a>	Diana Lerro
Catherine Mondor dba Love's Warmth Creations	Arts & Crafts	2109 4 Mile Rd.	Racine, WI 53402	414-416-7735	<a href="mailto:l.warmth@gmail.com">l.warmth@gmail.com</a>	Diana Lerro
Vendor #5	Arts & Crafts					Diana Lerro
Vendor #6	Arts & Crafts					Diana Lerro



VILLAGE OF CALEDONIA
BUILDING PERMIT

5043 CHESTER LANE | RACINE, WI 53402 | Tel# (262) 835-4451

Issued Date: 07/13/2023
Applied for: 07/13/2023
Expires: 07/12/2024

Permit No. 2023-380
Type of Permit Accessory Structure
Parcel # 104042329194000
Receipt# P-1, 6002510

Property Address: 4339 DOUGLAS AVE

Lot: Block: Subdivision/CSM#:

Valuation Permit Fees
Square Feet Zoning/Planning 120.00
Owner CHURCH ST RITA'S
4339 DOUGLAS AVE
RACINE, WI 53402
262-639-3223

Contractor OWNER

Applicant CHURCH ST RITA'S
4339 DOUGLAS AVE
RACINE, WI 53402
262-639-3223

Paid in Full 120.00

EXPLANATION OF PROJECT:
TEMPORARY TENTS FOR PARISH FESTIVAL (AUGUST 17, 18, 19 & 20 2023)

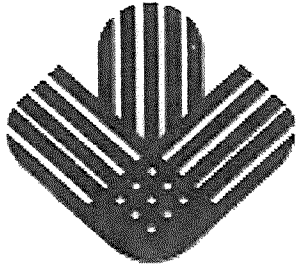
Contact Fire Department to schedule an inspection of the tents prior to occupancy.
07/13/2023 10:46 AM - pwagner

\*Applicant must arrange inspections with the Inspection Department at least 48 hours prior to desired appointment time.

James Keeker - Ph: 262-835-6406 - Email: jkeeker@caledonia-wi.gov
Senior Building Inspector - Residential | Residential Electrical | Residential Plumbing

Erika Waege - Ph: 262-835-6420 - Email: ewaege@caledonia-wi.gov
Building Inspector - Residential

I, the undersigned, agree to comply with all applicable codes, statutes, and ordinances and with the conditions of this permit; understand that the issuance of the permit creates no legal liability, express or implied, on the municipality; and certify that all the information provided is accurate. All work performed associated with this permit shall be my responsibility when it comes to ensuring compliance. Any plans, specifications, or other written information supplied to the department at time of application is conditionally approved upon the issuance of this permit. It is further understood that the department must verify compliance at various stages of construction by performing inspections. Said inspections must be scheduled a minimum of two business days (48 hours) in advance. Construction shall not proceed until approved by the department.



Accessory Structure

No. 2023-380

Please post this Card on the Front of the Building

**THIS CERTIFIES THAT A**

# **BUILDING PERMIT**

*Has been issued to CHURCH ST RITA'S  
in compliance with the requirements of the Zoning Ordinances and  
the Building Code of the Village of Caledonia at*

**4339 DOUGLAS AVE**

Date 07/13/2023

\_\_\_\_\_  
*James Keefer*  
BUILDING INSPECTOR



# Certificate of Coverage

Date: 7/13/2023

**Certificate Holder**  
 Archdiocese of Milwaukee  
 3501 S. Lake Drive  
 PO Box 070912  
 Milwaukee, WI 53207-0912

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Covered Location**  
 ST RITA CHURCH  
 4339 DOUGLAS AVENUE  
 RACINE, WI 53402-0000

**Company Affording Coverage**  
 THE CATHOLIC MUTUAL RELIEF  
 SOCIETY OF AMERICA  
 10843 OLD MILL RD  
 OMAHA, NE 68154

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	8595	7/1/2023	7/1/2024	Each Occurrence	500,000
<input checked="" type="checkbox"/> Occurrence				General Aggregate	1,000,000
<input type="checkbox"/> Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability	8595	7/1/2023	7/1/2024	Each Occurrence	500,000
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

**Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**  
 The Village of Caledonia, its agents, officers, and employees are named additional protected person for St Rita Church's Festival from August 17-21, 2023. Coverage only extends during the dates and times of the festival, and only for claims arising out of their negligent acts. Liquor Liability is included in general liability coverage.

**Holder of Certificate**

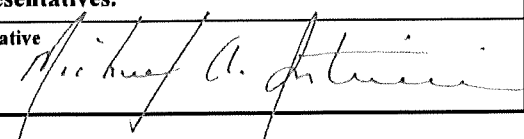
**Cancellation**

Additional Protected Person(s)

Village of Caledonia, its agents, officers, and employees  
 5043 Chester Lane  
 Racine, WI 53402

**Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative



0065011132

## ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 8/17/2023

Cancellation Date of Endorsement: 8/21/2023

Certificate Holder: Archdiocese of Milwaukee  
3501 S. Lake Drive  
PO Box 070912  
Milwaukee, WI 53207-0912

Location: ST RITA CHURCH  
4339 DOUGLAS AVENUE  
RACINE, WI 53402-0000

Certificate No. 8595 of The Catholic Mutual Relief Society of America is amended as follows:

### SECTION II - ADDITIONAL PROTECTED PERSON(S)

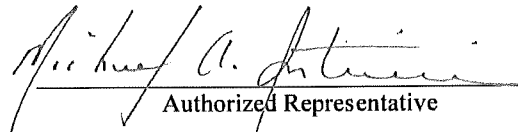
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)  
Village of Caledonia, its agents, officers, and employees  
5043 Chester Lane  
Racine, WI 53402

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

The Village of Caledonia, its agents, officers, and employees are named additional protected person for St Rita Church's Festival from August 17-21, 2023. Coverage only extends during the dates and times of the festival, and only for claims arising out of their negligent acts. Liquor Liability is included in general liability coverage.

  
Authorized Representative

Village of Caledonia Permit for Amplifying Device Request

Pursuant to Section 11-2-8 c(1)(2)(3), of the code of Ordinances of the Village of Caledonia, Wisconsin, a permit for the purpose of using an outdoor amplifying device must be applied for, and approved, by the Police Department. The Police Department shall have the authority to revoke this permit when it is believed such loudspeaker or amplifying device has become a nuisance because of the volume, the method in which it is being used, or the location in which it is being operated.

Name of Requestor: Daniel L. Schrank

Phone No. 414-510-2802

Address of Event: 4339 Douglas Ave. Racine, WI 53402

Number of Attendees/Guests: \_\_\_\_\_

Type of Event: St Rita Family Festival

Date of Event: Aug. 17, 18, 19, 20

Thurs & Fri. 5pm

Start Time: Sat & Sun Noon

End Time: Th. Fr. Sat 11pm 2023  
Sun. 8pm

Type of Amplified Device (circle one) Live Band DJ Other \_\_\_\_\_

Requestor's Signature Daniel L. Schrank Date: 7/11/2023

(Office Use Only)

Permit Request Reviewed By: [Signature]

Date: 7/23/23

Approved  Not Approved \_\_\_\_\_

Notes/Conditions: \_\_\_\_\_

**Ordinance No. 2023-11**

**AN ORDINANCE TO AMEND SECTIONS 16-11-6(a)(1) AND 16-11-6(a)(2) OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA RELATING TO TEMPORARY SIGN PERMITTING.**

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

1. That Section 16-11-6(a)(1) of the code of ordinances for the Village of Caledonia “Permits and Regulations” be, and hereby is, amended to read as follows:

“(1) A Temporary Sign Permit allows the display of no more than five (5) signs that do not individually exceed thirty-two (32) square feet in area on one side and sixty-four (64) feet in area on all sides and does not exceed twelve (12) feet in height, measured from the ground to the top of the sign.”

2. That Section 16-11-6(a)(2) of the code of ordinances for the Village of Caledonia “Permits and Regulations” be, and hereby is, amended to read as follows:

“(2) A temporary sign permit allows for multiple temporary signs to be displayed for a maximum of thirty (30) consecutive days and signs must be removed within twenty-four (24) hours of the expiration of the permit. No more than nine (9) temporary sign permits will be issued per business in a calendar year.”

That this ordinance shall take effect upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_ day of \_\_\_\_\_, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas R. Weatherston  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Clerk

**ORDINANCE NO. 2023-12**

**AN ORDINANCE TO AMEND THE PLANNED UNIT DEVELOPMENT CONDITIONS AND RESTRICTIONS ADOPTED IN ORDINANCE NO. 2023-02 FOR THE PARCELS LOCATED AT 5915, 5919 & 5945 ERIE STREET, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; CCM-CALEDONIA LLC, OWNER**

WHEREAS, on November 16, 2020, the Caledonia Village Board adopted Ordinance No. 2020-19, approving the rezone of the properties located at 5945 Erie Street from B-1, Neighborhood District to R-8 PUD, Planned Residential District, Planned Unit Development, and 5915 and 5919 Erie Street from P-1, Institutional Park District to R-8 PUD, Planned Residential, Planned Unit Development (the “PUD”); and

WHEREAS, the real property comprising the PUD was divided by Certified Survey Map to create three parcels ready for development in accordance with the prior approvals received from the Village; the legal descriptions and parcel layout of the real property in the PUD per the recorded Certified Survey Map attached hereto as **Exhibit A** and incorporated herein;

WHEREAS, the applicant, CCM-Caledonia LLC, is now requesting that the Conditions and Restrictions of the PUD be amended to change the unit counts, the minimum building setback requirements, parking requirements, amenity requirements, and update various sections to conform with current code; and

WHEREAS, the Plan Commission held a public hearing on said application to amend the PUD on July 31, 2023, at which time all interested parties appeared and were heard; and

WHEREAS, the Plan Commission reviewed the application and recommended that the proposed amendments to the PUD conditions and restriction as set forth in **Exhibit B** attached hereto and incorporated herein be approved.

Based on the foregoing recitals, the Village Board of the Village of Caledonia does hereby ordain as follows:

A. That the zoning map be, and hereby is amended to reflect an amended PUD with conditions and restrictions as set forth herein the following parcels of real property and as set forth on **Exhibit A**:

1. LEGAL DESCRIPTION

**5915 Erie Street (Parcel ID No. 104-04-23-21-003-030)**

**5919 Erie Street (Parcel ID No. 104-04-23-21-003-010)**

**5945 Erie Street (Parcel ID No. 104-04-23-21-003-020)**

Lots 1, 2 and 3 of Certified Survey Map No. 3464, recorded in the office of the Register of Deeds for Racine County, Wisconsin on August 19, 2021 in Volume \_\_\_ of Certified Survey Maps, Page \_\_\_, as Document No. 2602721, being a part of the Northeast Fractional 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

B. That the Village Clerk shall cause the official Zoning Map of the Village of Caledonia to be amended to reflect the amended PUD adopted herein;

C. That the Planned Unit Development overlay is bound by the amendment to the PUD conditions and restrictions as described in **Exhibit B** attached hereto and incorporated herein.

D. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_ /s/  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_ /s/  
Joslyn Hoeffert, Village Clerk

**EXHIBIT A  
CCM-CALEDONIA, LLC  
CERTIFIED SURVEY MAP  
5915, 5919 & 5945 ERIE STREET**

Document # **2602721**  
RACINE COUNTY REGISTER OF DEEDS  
August 19, 2021 1:46 PM

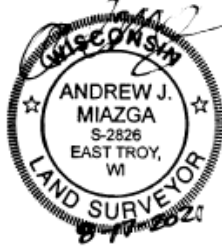
*Karin J. Pope*  
KARIN POPE  
RACINE COUNTY  
REGISTER OF DEEDS  
Fee Amount: \$37.00

Pages: 6

**CERTIFIED SURVEY MAP NO. 3464**

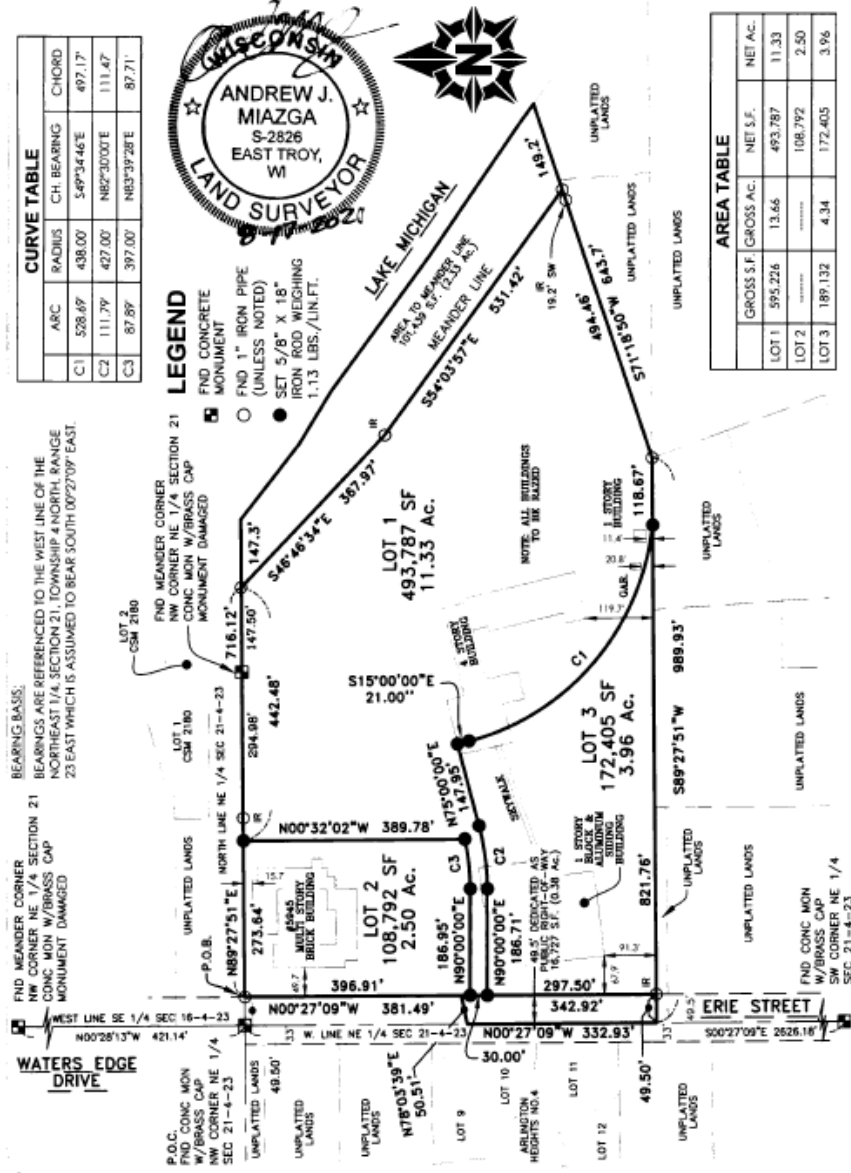
LANDS BEING A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 23 EAST, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

ARC	RADIUS	CH. BEARING	CHORD
C1	528.69'	S49°34'46"E	497.17'
C2	111.79'	N82°30'00"E	111.47'
C3	87.89'	N83°39'28"E	87.71'



**LEGEND**  
 FND CONCRETE MONUMENT  
 FND 1" IRON PIPE (UNLESS NOTED)  
 SET 5/8" X 18" IRON ROD WEIGHING 1.13 LBS./LIN.FT.

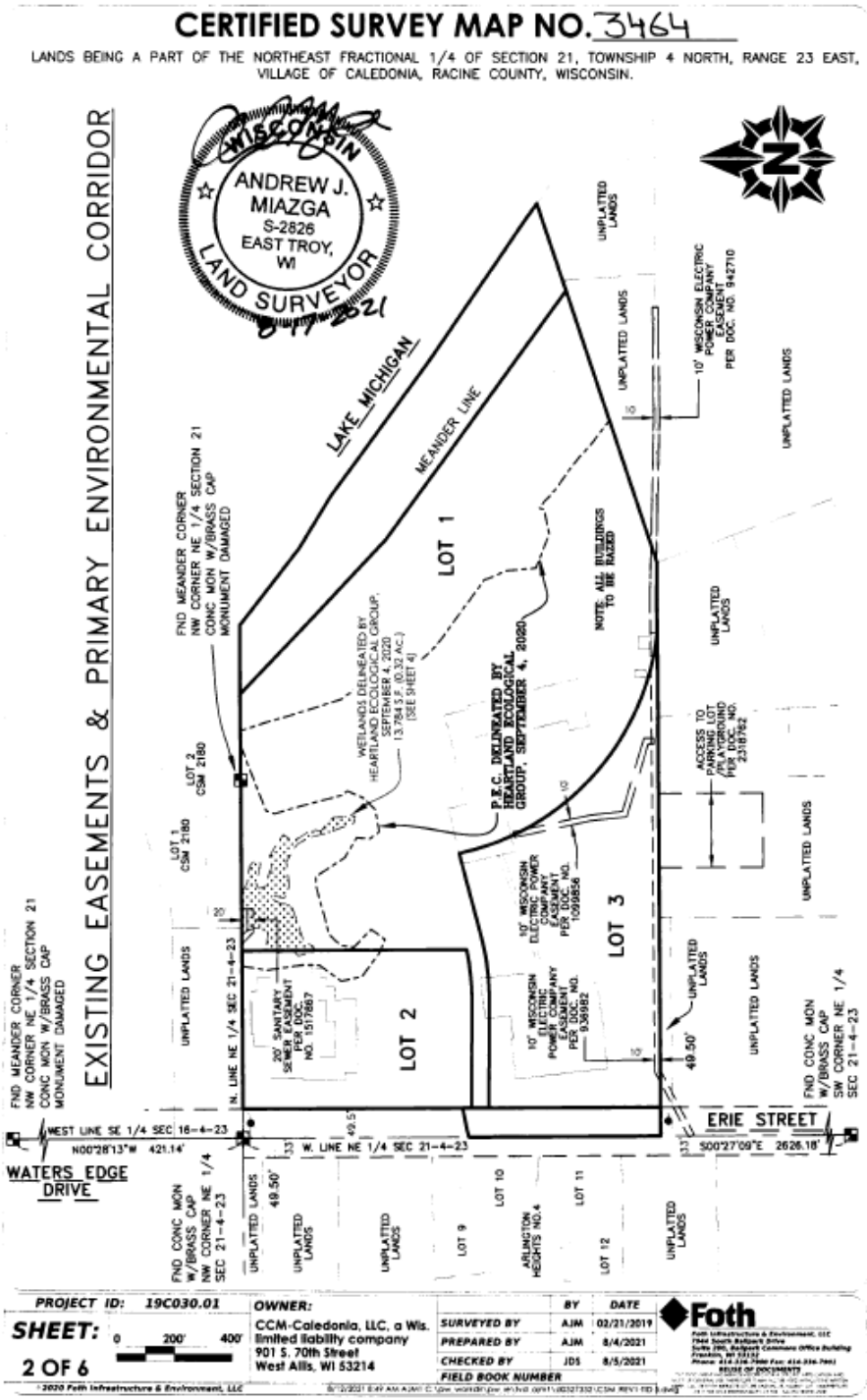
	GROSS S.F.	GROSS AC.	NET S.F.	NET AC.
LOT 1	595,226	13.66	493,787	11.33
LOT 2	108,792	2.50	108,792	2.50
LOT 3	189,132	4.34	172,405	3.96



<b>PROJECT ID:</b> 19C030.01	<b>OWNER:</b> CCM-Caledonia, LLC, a Ws. limited liability company 901 S. 70th Street West Allis, WI 53214	<b>SURVEYED BY:</b> AJM 02/21/2019	<b>BY:</b> AJM	<b>DATE:</b> 02/21/2019
<b>SHEET:</b> 1 OF 6		<b>PREPARED BY:</b> AJM 8/4/2021	<b>CHECKED BY:</b> JDS 8/5/2021	<b>FIELD BOOK NUMBER:</b>

**Foth**  
 Foth Infrastructure & Environment, LLC  
 2044 South Belknap Drive  
 Suite 200, Belknap Commons Office Building  
 Franklin, WI 53122  
 Phone: 414.224.2700 Fax: 414.224.7861  
 www.fothinc.com

**EXHIBIT A  
CCM-CALEDONIA, LLC  
CERTIFIED SURVEY MAP  
5915, 5919 & 5945 ERIE STREET**



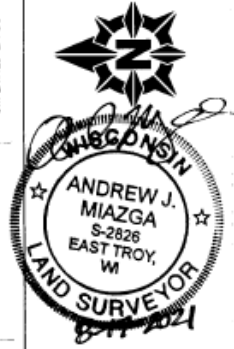
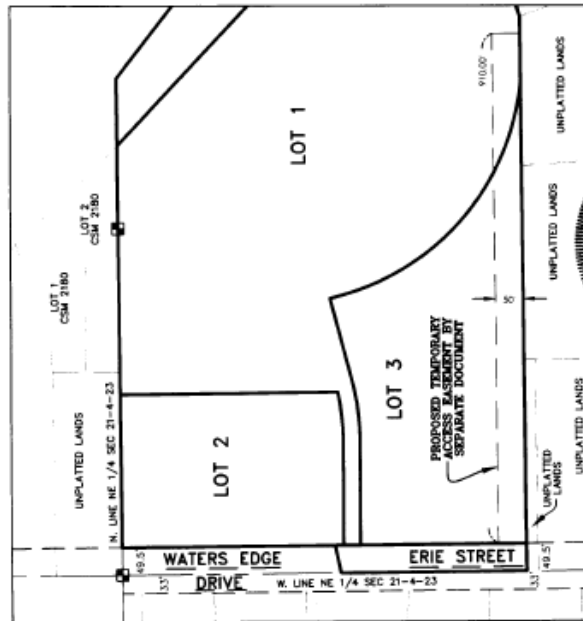
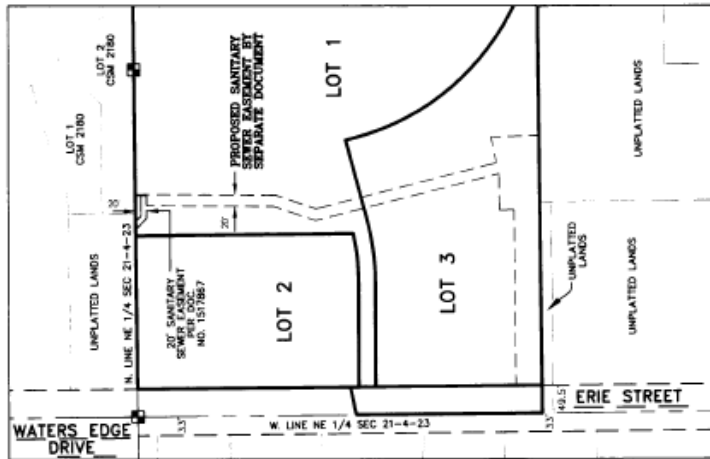


**EXHIBIT A  
CCM-CALEDONIA, LLC  
CERTIFIED SURVEY MAP  
5915, 5919 & 5945 ERIE STREET**

**CERTIFIED SURVEY MAP NO. 3464**

LANDS BEING A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 23 EAST, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

**PROPOSED EASEMENTS**

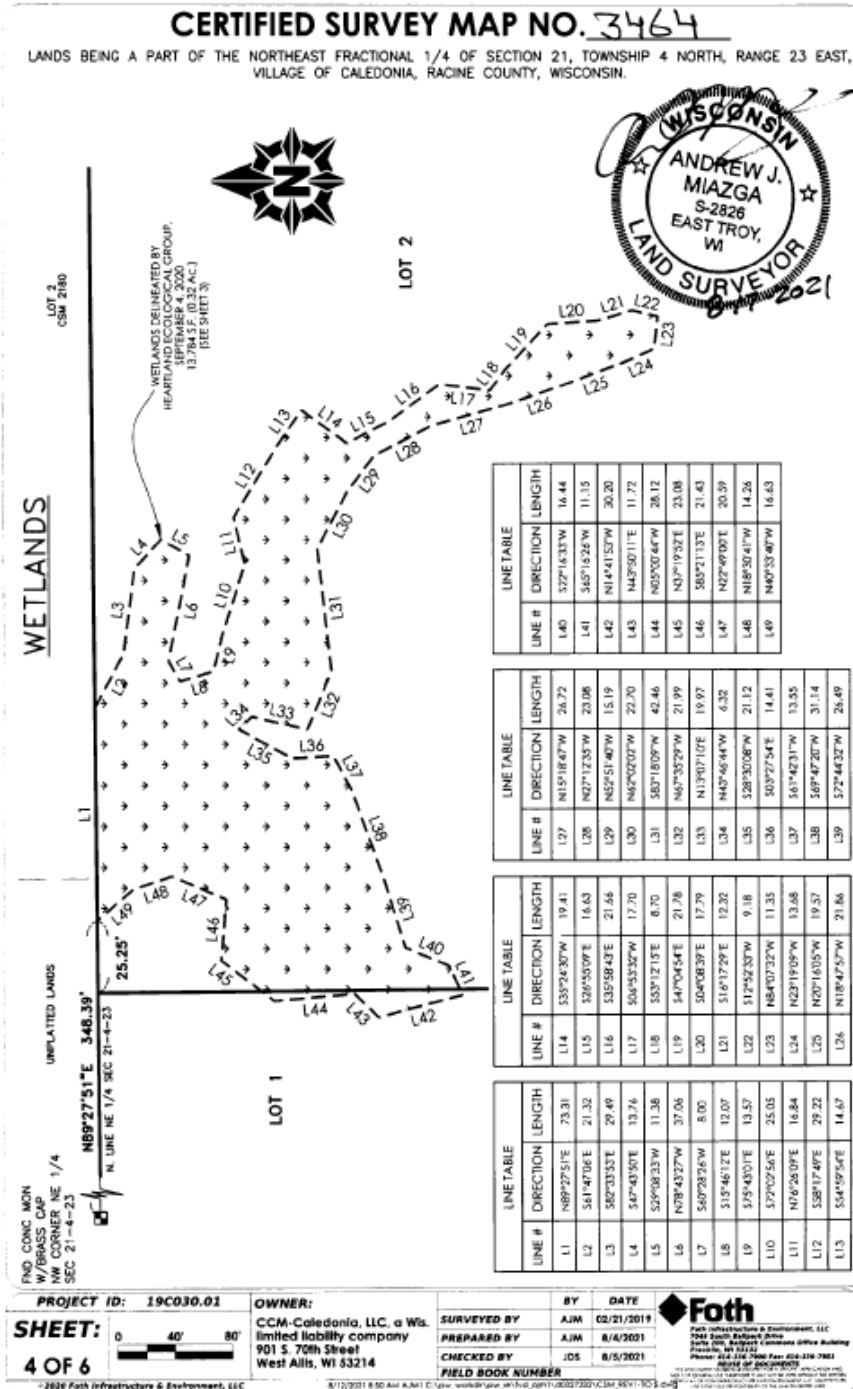


<b>PROJECT ID:</b> 19C030.01	<b>OWNER:</b> CCM-Caledonia, LLC, a Wis. limited liability company 901 S. 70th Street West Allis, WI 53214	<b>SURVEYED BY:</b> AJM 02/21/2019	<b>BY DATE:</b> AJM 02/21/2019
<b>SHEET:</b> 0 200' 400'		<b>PREPARED BY:</b> AJM 8/4/20210	<b>FOOTH</b> Footh Infrastructure & Environment, LLC 1000 South Eastwood Drive Suite 200, Bedford Commons Office Building Bedford, WI 53515 Phone: 414-220-7900 Fax: 414-220-7941 FEE: OF DOCUMENTS
<b>3 OF 6</b>		<b>CHECKED BY:</b> JDS 8/5/2021	
		<b>FIELD BOOK NUMBER</b>	

**EXHIBIT A  
CCM-CALEDONIA, LLC  
CERTIFIED SURVEY MAP  
5915, 5919 & 5945 ERIE STREET**

AND

**EXHIBIT B  
CONDITIONS**



**RESTRICTIONS FOR PLANNED UNIT DEVELOPMENT  
CCM-CALEDONIA, LLC**

**5915, 5919 & 5 EXHIBIT A  
CCM-CALEDONIA, LLC  
CERTIFIED SURVEY MAP  
5915, 5919 & 5945 ERIE STREET  
945 ERIE STREET**

**CERTIFIED SURVEY MAP NO. 3464**

LANDS BEING A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 23 EAST, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)  
COUNTY OF WALWORTH) SS

I, Andrew J. Miazga, professional land surveyor, do hereby certify:

That I have surveyed, divided, mapped and dedicated lands being part of the Northeast fractional 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, State of Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Northeast fraction 1/4, Thence North 89°27'51" East along the North line of said Northeast fractional 1/4 a distance of 49.50 feet to the East right-of-way line of "Waters Edge Drive" and the Point of Beginning of lands being described.


Thence continuing North 89°27'51" East along said North line 716.12 feet to a meander line; thence South 46°46'34" East along said meander line 367.97 feet; thence South 54°03'57" East 531.42 feet; thence South 71°18'50" West 494.46 feet; thence South 89°27'51" West 989.93 feet to the West line of said Northeast fractional 1/4; thence North 00°27'09" West along said West line 332.93 feet; thence North 78°03'39" East 50.51 feet to the East right-of-way line of "Waters Edge Drive"; thence North 00°27'09" West along said East right-of-way line 381.49 feet to the Point of Beginning.

Said lands containing 893,150 Gross square feet (20.50 Acres) of land.

I further certify that to the best of knowledge I have made such survey map by the direction of CCM-Caledonia, LLC, a Wisconsin limited liability company, by: Cardinal Capital Management, Inc. it's sole member, owner of said land; that such map is a representation of the exterior boundaries of the land surveyed and map thereof made; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.340) and the regulations of the Village of Caledonia in surveying, dividing and mapping the same.

  
Andrew J. Miazga, P.L.S. No. 

FROM [ALL OF]  
104-04-23-21-003-000  
104-04-23-21-005-000  
104-04-23-21-006-000  
TO  
LOT 1: 104-04-23-21-003-010  
LOT 2: 104-04-23-21-003-020  
LOT 3: 104-04-23-21-003-030

<b>PROJECT ID:</b> 19C030.01	<b>OWNER:</b> CCM-Caledonia, LLC, a Wis. limited liability company 901 S. 70th Street West Allis, WI 53214	<b>SURVEYED BY</b> AJM 02/21/2019	<b>BY</b> AJM	<b>DATE</b> 02/21/2019	 <b>Foth</b> Foth Infrastructure & Environment, LLC 7042 South Eastpark Drive Suite 200, East Troy, Wisconsin Office Building East Troy, WI 53120 Phone: 262-336-7900 Fax: 262-336-7902 <b>FIELD BOOK NUMBER</b> 19C030.01-003-000-000
<b>SHEET:</b> 0 40' 80'		<b>PREPARED BY</b> AJM 8/4/2021			
<b>5 OF 6</b>		<b>CHECKED BY</b> JDS 8/5/2021			
<small>©2020 Foth Infrastructure &amp; Environment, LLC</small>		<small>8/17/2021 8:50 AM AJM/C: /pwp work/draw/rev/d: cpm/19C030.01/CSM/REV1.RD LHM</small>			

**EXHIBIT A  
CCM-CALEDONIA, LLC  
CERTIFIED SURVEY MAP  
5915, 5919 & 5945 ERIE STREET**

Applicant: CCM-Caledonia LLC  
Property Address(es): 4915, 4919, & 4945 Erie Street

Approved by Plan Commission: July 31, 2023  
Approved by Village Board: \_\_\_\_\_

1. LEGAL DESCRIPTION

**CERTIFIED SURVEY MAP NO. 3464**

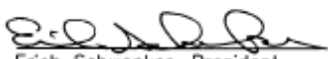
LANDS BEING A PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 4 NORTH, RANGE 23 EAST,  
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner, CCM-Caledonia, LLC, a Wisconsin limited liability company, by: Cardinal Capital Management, Inc. it's sole member, I hereby certify that we caused the land described on the map to be surveyed, divided, mapped and dedicated in accordance with the requirements of the Village of Caledonia as represented on this map. I also certify that this plat is required by s.236.10 or 236.12 to be submitted to the following for approval or objection:


VILLAGE OF CALEDONIA

In presence of:

  
Erich Schwenker, President

STATE OF Wisconsin )  
Dane COUNTY) SS

Personally came before me this 18<sup>th</sup> day of August, 2021, the above named Erich Schwenker, to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Notary Seal)  \_\_\_\_\_  
Notary Public, Nicklaus Jung, Wisconsin (state)

My Commission expires is permanent


**NICKLAUS J. JUNG**  
Notary Public  
State of Wisconsin


CALEDONIA VILLAGE BOARD APPROVAL:


That this Certified Survey Map located in the Village of Caledonia is hereby approved by the Village board, this 16 day of NOVEMBER, 2020

VILLAGE OF CALEDONIA

In presence of:

  
Joslyn M. Hoeffert, Village Clerk



PROJECT ID: 19C030.01	OWNER: CCM-Caledonia, LLC, a Wis. limited liability company 901 S. 70th Street West Allis, WI 53214	BY AJM	DATE 02/21/2019	 <small>Foth Infrastructure &amp; Environment, LLC 1040 South Eastlawn Drive Suite 200, Eastlawn Commons Office Building Franklin, WI 53122 Phone: 414-226-7900 Fax: 414-226-7901 www.foth.com</small>
SHEET: <u>6 OF 6</u>		SURVEYED BY AJM	8/4/2021	
		PREPARED BY AJM	8/5/2021	
		CHECKED BY JDS	8/5/2021	
		FIELD BOOK NUMBER		

© 2020 Foth Infrastructure & Environment, LLC      8/17/2021 8:07 PM AJM C:\pwworking\pwworking.com\19C030.01\19C030.01.dwg

**5945 Erie Street (Parcel ID No. 104-04-23-21-003-000)**

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section; run thence South 89°58'39" East 316.00 feet on the North line of said Section; thence South 00°05'51" West 299.37 feet; thence South 78°30'36" West 322.57 feet to the North-South 1/4 line of said Section 21; thence North 00°05'51" East, 363.75 feet on the said North-South 1/4 line to the point of beginning. Reserving therefrom the rights of the public in and to the Westerly 49.5 feet of the above described parcel for roadway purposes. Said land being in the Village of Caledonia, Racine County, Wisconsin.

**5919 Erie Street (Parcel ID No. 104-04-23-21-005-000)**

That part of the Northeast fractional 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section 21; thence South along the North and South 1/4 line of said Section, 724.41 feet; thence East parallel with the North line of said Section 1861.6 feet to water's edge of Lake Michigan; thence Northwesterly along said water's edge to the North line of said Section ; thence West along said North line of Section 21, 1088.5 feet to the place of beginning. EXCEPTING THEREFROM land conveyed by deeds as recorded on April 12, 1978 as Document No. 1024958 and as recorded on September 7, 1979 as Document No. 1059987, and ALSO EXCEPTING THEREFROM the following: That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, bounded as follows: Begin at the North 1/4 corner of said Section 21; run thence South 89°58'39" East 316.00 feet on the North line of said Section; thence South 00°05'51" West 299.37 feet; thence South 78°30'36" West 322.57 feet to the North and South 1/4 line of said Section 21; thence North 00°05'51" East 363.75 feet on the said North and South 1/4 line to the point of beginning. ALSO FURTHER EXCEPTING THEREFROM the following: That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a standard Racine County monument marking the North 1/4 corner of said Section 21; run thence South 00°27'09" East 391.48 feet to the point of beginning of this description; thence North 78°03'39" East 280.93 feet; thence South 06°52'21" East 356.68 feet; thence South 89°28'51" West 315.19 feet; thence North 00°27'09" West 298.87 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

**5915 Erie Street (Parcel ID No. 104-04-23-21-006-000)**

That part of the Northeast 1/4 of Section 21, Township 4 North, Range 23 East, described as follows: Commence at a standard Racine County monument marking the North 1/4 corner of said Section 21; run thence south 00°27'09" East 391.48 feet to the point of beginning of this description; thence North 78°03'39" East 280.93 feet; thence South 06°52'21" East 356.68 feet; thence South 89°28'51" West 315.19 feet; thence North 00°27'09" West 298.87 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

## 2. REQUIRED PLANS, EASEMENTS, AGREEMENTS AND PUBLIC IMPROVEMENTS

- A. All requirements of the Village of Caledonia Municipal Code are in effect and apply to this planned unit development unless modified as set forth herein.
- B. The planned unit development concept plan as set forth in the application, narrative, and concept site plan dated July 10, 2023 is incorporated hereby by reference and shall be modified to comply with these conditions and restriction. A precise detailed site plan for the area affected by the Planned Unit Development and phasing plan, including condominium plat, shall be submitted to, and approved by, the Plan Commission and Village Board prior to the issuance of any building or occupancy permits. This plan shall show and describe the following:

### **1) General Development Plan**

- a) Detailed building/structure location(s) with setbacks
- b) Square footage of all buildings/structures
- c) Area(s) for future expansion
- d) Area(s) to be paved
- e) Access drive(s) (width and location)
- f) Sidewalk location(s)
- g) Parking layout and traffic circulation
- i) Location(s) and future expansion
- ii) Number & type(s) of dwellings
- iii) Number of garage & surface parking spaces
- iv) Dimensions
- v) Setbacks
- h) Location(s) of loading berth(s)
- i) Location of sanitary sewer (existing & proposed)
- j) Location of water (existing & proposed)
- k) Location of storm sewer (existing & proposed)
- l) Location(s) of wetlands (field verified)
- m) Location(s) and details of sign(s)
- n) Location(s) and details of proposed fences/gates

### **2) Landscape Plan**

- a) Screening plan, including parking lot screening/berming
- b) Number, initial size, and type of plantings
- c) Percentage open/green space

### **3) Building Plan**

- a) Architectural elevations (w/dimensions)
- b) Building floor plans
- c) Materials of construction (including colors)

### **4) Lighting Plan**

- a) Types & color of fixtures
- b) Mounting heights
- c) Types & color of poles
- d) Photometrics of proposed fixtures

### **5) Grading, Drainage and Stormwater Management Plan**

- a) Contours (existing & proposed)
- b) Location(s) of storm sewer (existing and proposed)
- c) Location(s) of stormwater management structures and basins (if required)

### **6) Fire Protection**

- a) Locations of existing & proposed fire hydrants
- b) Interior floor plan(s)
- c) Materials of construction

- C. All plans for new buildings, additions, exterior remodeling, site modifications, and landscaping shall be submitted to the Plan Commission and Village Board for their review and approval prior to the issuance of a building permit.
- D. For any new buildings, additions, structures, and site modifications, site grading and drainage, stormwater management, and erosion control plans shall be submitted to the Village's Utility Director and Public Works Director for approval, if required. The Village's Utility Director's and Public Works Director's approval must be received prior to the issuance of any building permits.
- E. The Applicant shall comply with the amended Development Agreement between the Applicant, Cardinal Capital Management, Inc., and the Village dated as of July 11, 2022 (the "Development Agreement"). Pursuant to the Development Agreement, applicant shall enter into a subsequent agreement with the Village that addresses the anticipated on-site and off-site infrastructure including but not limited to private driveways, site grading and erosion controls, stormwater improvements, public sanitary sewer and water services by the Village Sewer Utility District and Water Utility District to implement the planned unit development in accordance with the Village's Code of Ordinances. The Applicant agrees to contract with or otherwise arrange with said Utility Districts for the furnishing of public sewer and water services to the Project. All such work shall be pursuant to plans and specifications approved by the Village and Utility Districts and the Village. Applicant acknowledges and agrees that it is responsible for all costs of on-site construction and installation of improvements required by the Village and Utility Districts in accordance with the Village's Code of Ordinances. These agreements are required so as to ensure the construction or installation of public or other improvements required in Item 1 above, and/or as specified by these conditions and restrictions.
- F. All new electric, telephone and cable TV service wires or cable shall be installed underground within the boundaries of these properties.
- G. For each phase of development, detailed landscaping plans showing location, types and initial plant sizes of all evergreens, deciduous trees and shrubs, and other landscape features such as statuary, art forms, water fountains, retaining walls, etc., shall be submitted to the Plan Commission for approval prior to the issuance of a building permit. Landscaping, in accordance with the approved plan, shall be installed for each phase prior to the issuance of occupancy permits for that phase. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall comply with Title 16 of the Village's Municipal Code. The Landscape Plan shall follow the Village of Caledonia planting requirements.

### 3. SITE & USE RESTRICTIONS, MAINTENANCE & OPERATION REQUIREMENTS

- A. There shall be up to twenty-eight (28) Villas and up to sixty-five (65) Townhomes (maximum height 45'). The development will have a total of up to ninety-three (93) units. Each unit will have a minimum of 3,127 square feet of Lot Area per unit. Accessory buildings, garages, a clubhouse, and a pool are permitted so long as they are compliant with all applicable provisions of the Municipal Code, these conditions and restrictions and applicable permits are applied for an obtained before construction.
- B. The proposed development will incorporate a minimum of 20% of the development area as privately owned common open space.
- C. Solid waste collection and recycling shall be the responsibility of the applicant.
- D. Removal of snow from off-street parking areas, walks, public sidewalks, private roads and access drives shall be the responsibility of the applicant. Snow shall not be stored in the public right-of-way.
- E. The clubhouse and pool shall be constructed as part of the initial phase of the planned unit development and must be completed prior to or concurrent with the issuance of occupancy permits for any residential buildings.



4. PARKING AND ACCESS

- A. A Traffic Impact Analysis (TIA) shall be performed and submitted to the Public Works Director for review prior to the submission of applications for Plan Commission review of site, building, landscaping, lighting, and similar plans. Required roadway improvements and modifications identified in the TIA shall be the responsibility of the applicant and all such improvements shall be installed prior to issuance of any occupancy permits and in accordance with a schedule established by the Public Works Director.
- B. The site plan shall include a minimum of 2.0 parking stalls/unit for the entire development. Parking stall dimensions shall be in accordance with Title 16, Chapter 12 of the Municipal Code. Parking shall include garage and surface parking.
- C. A cross-access easement relocating an access easement that runs to the benefit of the property to the south shall be provided to the Village prior to the issuance of any permits for any phase of this planned unit development and such easement shall be mapped and described on the certified survey map required for the properties. The easement shall be recorded with the Racine County Register of Deeds at the time of recording of the certified survey map.
- D. An easement providing access to the Village's lift station along the southern boundary line for the properties shall be granted to the Village prior to the issuance of any permits for any phase of this planned unit development and such easement shall be mapped and described on the certified survey map required for the properties. The form of the easement shall be in a form approved by the Village's Utility Director and shall be recorded with the Racine County Register of Deeds at the time of the recording of the certified survey map..

5. LIGHTING

Plans for new outdoor lighting shall be submitted for review and approval by the Electrical Inspector and Development Director in accordance with Title 16, Chapter 10, Section 4 of the Municipal Code. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway.

6. SETBACKS

The external setbacks for the planned unit development setbacks shall be at least as follows:

	Street Setback	Rear Setback	Side Setback
Townhomes & Villas	4 ft	10 ft	10 ft
Accessory Structure	30 ft	10 ft	10 ft
Parking	10 ft	5 ft	5 ft

7. TIME OF COMPLIANCE

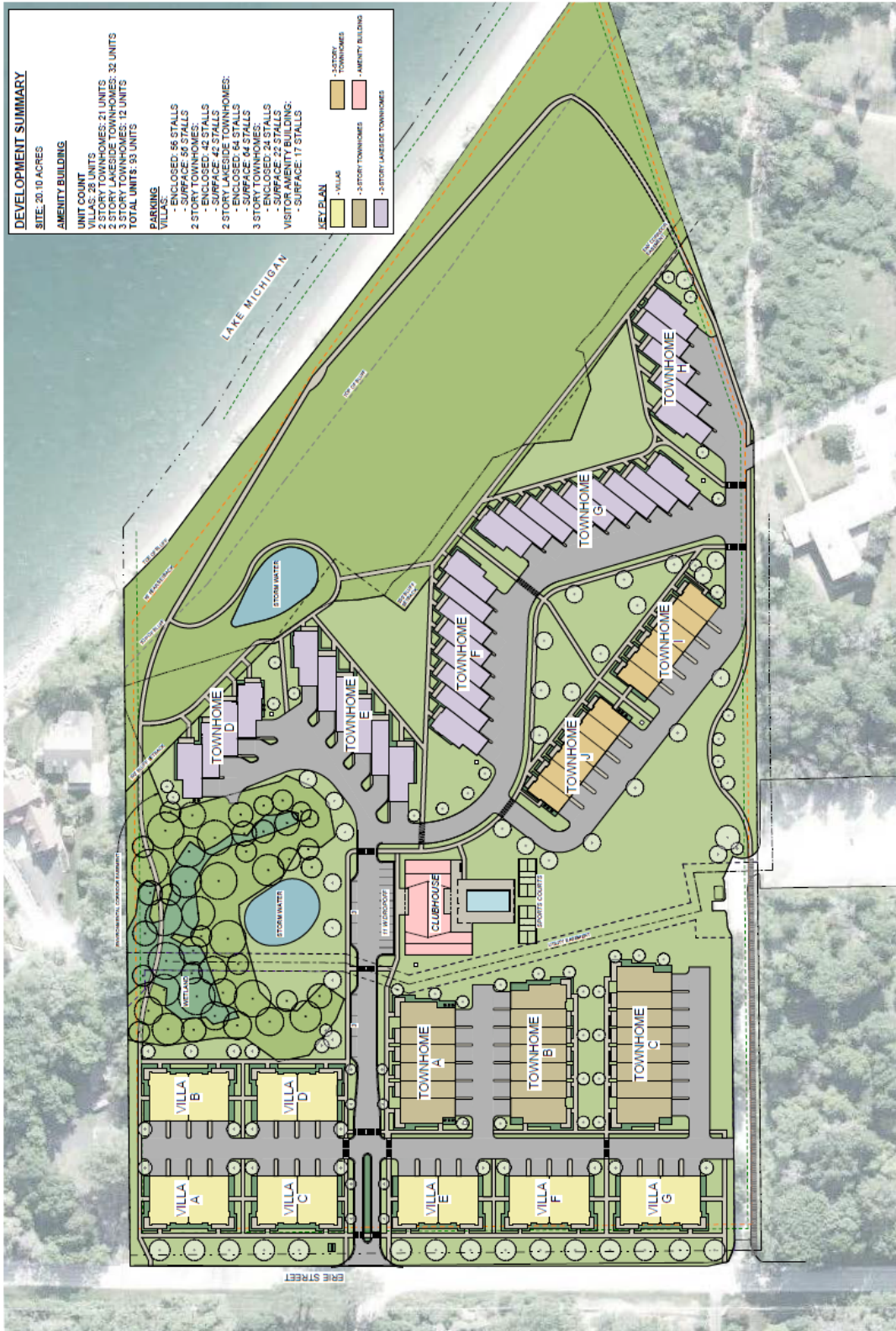
The operator of the Planned Unit Development shall commence work in accordance with these Conditions and Restrictions within eighteen (18) months from the date of adoption of the ordinance authorizing this Planned Unit Development. This Planned Unit Development approval shall expire within eighteen (18) months after the date of adoption of the ordinance if a building permit has not been issued for this use and substantial work has not commenced. The applicant shall re-apply for Planned Unit Development approval prior to recommencing work or construction.

8. OTHER REGULATIONS  
Compliance with all other applicable Village, State, DNR and Federal regulations, laws, Code, ordinances, and orders, as amended, not heretofore stated or referenced, is mandatory.
9. INTERNAL PRIVATE DRIVEWAY NETWORK  
The driveways in this planned unit development shall be private. The applicant is responsible for construction and maintenance of these driveways. Any portion of the proposed private driveways to be constructed to service a particular phase of the development must be constructed to standards acceptable to the Village of Caledonia before occupancy of any building associated with the subject phase is approved.
10. STORMWATER  
The applicant must contact the Village of Caledonia Stormwater Utility District regarding Stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
11. FIRE DEPARTMENT APPROVAL  
Applicant shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
12. CALEDONIA SEWER AND WATER UTILITY DISTRICTS  
Applicant must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required. All buildings shall connect to public sanitary sewer and water prior to occupancy.
13. DEMOLITION; BLUFF STABILIZATION  
The Applicant shall apply for all necessary raze permits and raze all existing structures in compliance with Village and State requirements prior to any building permits being issued for the planned unit development. The Applicant shall comply with all Village's, Racine County, State of Wisconsin and Federal (Army Corps of Engineers) bluff stabilization requirements and shall prepare such plans and obtain all necessary permits for such work. All required stabilization and revetment treatments shall be completed and accepted by the regulating agency prior to building permits being issued on the properties.
14. SIGNAGE  
The Village's signage requirements are set forth in Title 16 of the Village's Code of Ordinances. Any proposed advertising sign at the site will require a separate zoning permit prior to installation. Please contact Village Zoning staff for advertising sign regulations and permit procedures. Banners, balloons, flashing or animated signs are prohibited.
15. NO ACCUMULATION OF REFUSE AND DEBRIS  
Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
16. PROPERTY MAINTENANCE REQUIRED  
A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved or have placed upon them compacted recycled asphalt. All drives and parking areas shall be maintained in a dust free condition.

17. PERFORMANCE STANDARDS  
The applicant must comply with the provisions of Chapter 16, Chapter 10, Section 4 of Village Code of Ordinances, and any conditions established by subsequent Conditional Use Approvals.
18. ACCESS  
The applicant must allow any Village or Racine County employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
19. COMPLIANCE WITH LAW  
The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
20. REIMBURSE VILLAGE COSTS  
Applicant shall reimburse the Village all costs incurred by the Village for review of this rezoning and PUD Planned Unit Development Overlay District approval including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
21. AMENDMENTS TO PLANNED UNIT DEVELOPMENT  
No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
22. BINDING EFFECT  
These conditions bind and are applicable to the Applicant, property owner, successor and assigns, owner's association(s) and any other users of the Property with respect to the uses on the Property.
23. VIOLATIONS & PENALTIES  
Any violations of the terms of this conditions and restrictions of this Planned Unit Development shall be subject to enforcement and the issuance of citations in accordance with Village Code of Ordinances. If the owner, applicant or operator of the Planned Unit Development is convicted of two or more violations of these conditions and restrictions or any other municipal ordinances within any 12-month period the Village shall have the right to initiate revocation procedures for this Planned Unit Development, subject to the provisions of paragraph 9 herein. Nothing herein shall preclude the Village from commencing an action in Racine County Circuit Court to enforce the terms of this Planned Unit Development or to seek an injunction regarding any violation of this Planned Unit Development or any other Village ordinances.
24. REVOCAION  
Should an applicant, its heirs, successors or assigns and any other users of the properties including any owner's association(s), fail to comply with the conditions and restrictions of the approval issued by the Village Board, the Planned Unit Development approval may be revoked. The process for revoking an approval shall generally follow the procedures for approving a Planned Unit Development as set forth in the Municipal Code.
25. AGREEMENT  
Your acceptance as applicant of the rezoning/PUD Planned Unit Development Overlay District/Zoning Permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, CCM-Caledonia, LLC; its heirs, successors, and assigns, including all users, future owners, occupants and owner's association(s), are responsible for full compliance with the above conditions.
26. SUBSEQUENT OWNERS  
It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

# EXHIBIT B: Concept Development Plan

CONCEPTUAL | NOT FOR CONSTRUCTION



**Ordinance No. 2023-13**

**AN ORDINANCE TO AMEND SECTION 7-1-26(D)(4) OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO CHICKEN COOPS**

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

1. That Section 7-1-26(d)(4) of the Code of Ordinances for the Village of Caledonia be, and hereby is, created to read as follows:
  - "(4) **Coops.** Hen coops are required to house the Hens on a property in compliance with this ordinance. An accessory building permit is required for all Hen coops greater than 36 square feet. A Hen coop is a building structure that provides housing/shelter for Hens and shall meet the following requirements:
    - a. Hens must be provided at least 3 square feet of floor space each.
    - b. A coop must have minimum dimensions of 2 feet long by 2 feet wide by 4 feet tall.
    - c. There must be at least 2 nesting boxes per 5 hens.
    - d. Coops must include elevated perches to ensure chickens are able to rest in their natural position.
    - e. Coops must be structurally sound, insulated, moisture proof and kept in good repair.
    - f. Coops must have vents to ensure proper ventilation during all times of the year.
    - g. There must be a minimum of 1 foot of window for each 10 feet of wall space.
    - h. Coops must be clean, dry and kept in a neat and sanitary condition at all times and exist in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor, or other adverse impact.
    - i. Waste from Hens must be properly disposed of according to Sec. 7-1-10.
    - j. During the winter months to protect from inclement weather:
      1. Windows must be covered with clear plastic to minimize drafts. Air vents shall be installed to ensure adequate air quality for the Hens.
      2. Coops must be kept at a temperature of no less than 35° F.
      3. Water must not be frozen in the winter.
    - k. Coops must provide access to the chicken run, when required.
    - l. No coop shall be located closer than 20 feet to any residential lot line on an adjacent lot. Coops (and their runs) must be located in the rear yard and must meet requirements of accessory structures under Section 16-1-1(a)(11) of this Code.
    - m. Bedding. The material that covers the floor of a coop is commonly referred to as bedding and should be at least two inches thick. The primary function of the bedding is to absorb moisture from droppings, water spills, limit odors, and facilitate coop cleaning."

3. This ordinance shall take effect on August \_\_\_\_, 2023 and upon adoption and publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas R. Weatherston, President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Clerk

**RESOLUTION NO. 2023-81**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF  
CALEDONIA AUTHORIZING THE ADOPTION OF A NEW,  
STANDARD COLOR FOR USE IN ALL VILLAGE MATERIALS**

**WHEREAS**, the Village of Caledonia has identified that various fonts are currently being utilized on various materials associated with the Village; and

**WHEREAS**, the Village of Caledonia understands the need for appropriate branding documents; and

**WHEREAS**, the Ad-Hoc Communications Committee is recommending adoption of the color Canyon Copper Textured be adopted as the new standard color for the Village of Caledonia; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Caledonia, Racine County, Wisconsin, do hereby authorize the Village of Caledonia to adopt the standard color of Canyon Copper Textured.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of August 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas R. Weatherston  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Clerk

**RESOLUTION NO. 2023-82**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A CONDOMINIUM DEVELOPMENT WITH MULTIPLE HOUSING TYPES INCLUDING VILLAS AND TOWNHOUSES, LOCATED AT WATERS EDGE DRIVE (FORMERLY 5915, 5919, & 5945 ERIE STREET), VILLAGE OF CALEDONIA, RACINE COUNTY, WI; RINKA, APPLICANT, CCM-CALEDONIA LLC, OWNER**

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

**WHEREAS**, Rinka, Applicant, requested approval of a site, building, and operations plan to construct 93 condominium units consisting of villas and townhouses at Water’s Edge Drive (formerly 5915, 5919, and 5945 Erie Street), Parcel ID Nos. 104-04-23-21-003-000, 104-04-23-21-005-000, 104-04-23-21-006-000, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan for the following reasons:

1. The proposed use is allowed by underlying zoning and Planned Unit Development through the building, site, and operation plan review process.
2. The use is consistent with the 2035 Comprehensive Land Use Plan designation of high density residential.
3. The proposed development complies with conditions and restrictions as stated in the Planned Unit Development.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk



**RESOLUTION NO. 2023-83**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±1,680 SQUARE-FOOT STORAGE BUILDING FOR THE PROPERTY LOCATED AT 4543 DOUGLAS AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; MATTHEW AND CRYSTAL PICHELMAN, OWNERS**

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

**WHEREAS**, Matthew Pichelman, Applicant, has requested a site, building, and operations plan to construct a ±1,680 square-foot storage building for property located at 4543 Douglas Avenue, Parcel ID No. 104-04-23-29-450-000, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site & operation plan review process.
2. The proposed building is consistent with the existing use on the property.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

**RESOLUTION NO. 2023-84**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±864 SQUARE-FOOT STORAGE BUILDING FOR THE PROPERTY LOCATED AT 6633 DOUGLAS AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; KEVNIN JONES, APPLICANT, LADWIG & LADWIG LLC, OWNER**

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

**WHEREAS**, Kevin Jones, Applicant, has requested a site, building, and operations plan to construct a ±864 square-foot storage building for property located at 6633 Douglas Avenue, Parcel ID No. 104-04-23-18-008-010, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site & operation plan review process.
2. The proposed building is a permitted accessory use for a park zoning district.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

**RESOLUTION NO. 2023-85**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
TO APPROVE A SITE PLAN TO CONSTRUCT A 234-STALL PARKING LOT AS AN  
ACCESSORY USE FOR GIFFORD SCHOOL; 8332 NORTHWESTERN AVENUE;  
RACINE UNIFIED SCHOOL DISTRICT, OWNER; JAMES HOOPER, APPLICANT**

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

**WHEREAS**, James Hooper, Applicant, has requested to construct a 234-stall parking lot at Gifford School at 8332 Northwestern Avenue; Parcel Id. No. 104-04-22-34-064-000, Village of Caledonia, Racine County, WI; and

**WHEREAS**, the Village Plan Commission has recommended approval of the request for the following reasons:

1. The proposed use is allowed by underlying zoning through the site plan review process.
2. The proposed parking lot expansion is a permitted accessory use for a school.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

**RESOLUTION NO. 2023-86**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO APPROVE A MASTER SIGN PLAN FOR A COMMERCIAL BUILDING FOR THE PARCEL LOCATED AT 4133 COURTNEY ROAD IN THE VILLAGE OF RAYMOND UNDER THE COOPERATIVE PLAN DATED NOVEMBER 12, 2009 BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE OF RAYMOND UNDER SEC. 66.0307, WIS. STATS.**

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

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

**WHEREAS**, Dennis Sparkowski, Agent, requested approval of a master sign plan for the commercial building located at 4133 Courtney Road, Parcel ID Nos. 168-04-21-36-001-120 through 168-04-21-36-001-220 in the Village of Raymond. This tract of land is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

**WHEREAS**, the Village of Raymond has approved the sign plan for the commercial building and the Village of Caledonia Plan Commission has recommended approval of the master sign plan for the following reasons:

1. The proposed number, height and size of signs are permissible through the sign plan review process.
2. The proposed wall sign will not create sign clutter or confusion along the freeway corridor.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Caledonia that the requested master sign plan as set forth above is hereby approved, subject to the same conditions imposed by the Village of Raymond, as being consistent with the intent and requirements of the Cooperative Plan.

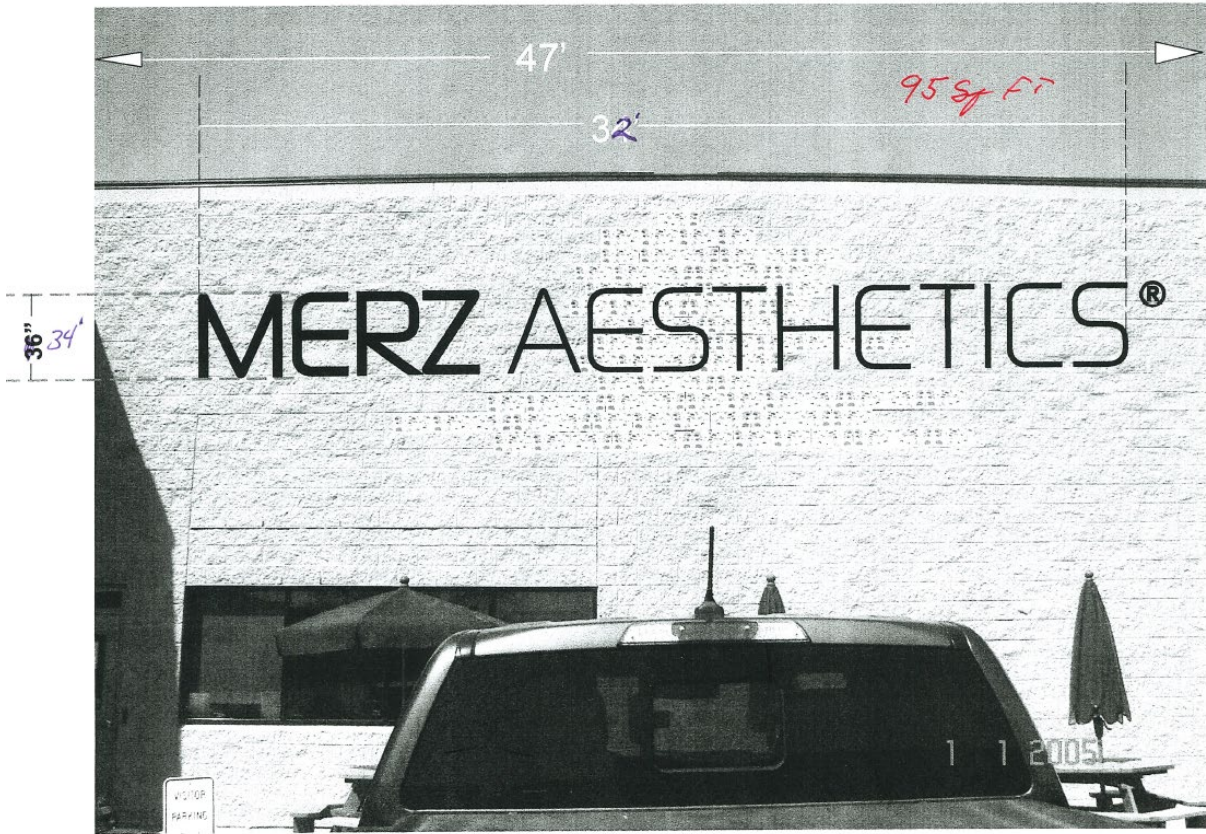
Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of August, 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

Raymond 4133 Courtey St Franklin



**RESOLUTION NO. 2023-88  
(8-8-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A  
STORM WATER DRAINAGE EASEMENT AGREEMENT WITH  
SCOTT & CHERYL L. BROOKS – 10126 CADDY LANE**

**WHEREAS**, in the year 2000, the Town of Caledonia as a condition of approval of constructing a single-family home on a lot at 10126 Caddy Lane, required a Storm Water Drainage Easement Agreement be granted over the drainage way that bisects the property.

**WHEREAS**, the original Storm Water Drainage Easement Agreement was executed by the owners (at the time) but was not recorded.

**WHEREAS**, the single-family home at 10126 Caddy Lane, recently burned and is in the process of being rebuilt.

**WHEREAS**, the Village of Caledonia as a condition of approval for reconstructing the single-family home at 10126 Caddy Lane, a Storm Water Drainage Easement Agreement is required to be granted over the drainage way that bisects the property.

**WHEREAS**, the Owners, Scott & Cheryl L Brooks have executed said Storm Water Drainage Easement Agreement.

**WHEREAS**, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Storm Water Drainage Easement Agreement at their August 2, 2023 meeting.

**WHEREAS**, the President and Clerk of the Village need to execute the Storm Water Drainage Easement Agreement in order to allow it to be recorded.

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

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August, 2023.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Thomas Weatherston, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

Document Number

**Storm Water Drainage Easement  
Agreement:  
Scott & Cheryl L. Brooks**

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

104-04-22-04-232-000  
Parcel Identification Number (PIN)

**STORM WATER DRAINAGE EASEMENT AGREEMENT:**  
**SCOTT BROOKS and CHERYL L. BROOKS**

This Storm Water Drainage Easement Agreement ("Agreement") is made the 19<sup>th</sup> day of July, 2023, by and between **SCOTT BROOKS** and **CHERYL L. BROOKS**, being husband and wife, residing at 10126 Caddy Lane, Caledonia, Wisconsin 53108, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

**RECITALS**

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the topographic Boundary Survey prepared by Surveying Associates, Inc. and Wisconsin Registered Land Surveyor stamped dated 5-5-23 attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees of the development of the Property, the Grantees have required the Owner to construct, at Owner's own cost and expense, a storm water drainage plan within the area of the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water drainage plan is hereinafter referred to in this Agreement as the "Plan". The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Plan and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Storm Water Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Storm Water Drainage Easement Area". The location of the Storm Water Drainage Easement Area with respect to the Property is as shown and described in Exhibit B.

D. The Grantees have requested that the Owner grant a permanent access easement (referred to in this Agreement as the "Ingress/Egress Easement") over the Owner's Property, that will grant to the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents, pedestrian and/or vehicular ingress and egress to and from Caddy Lane and the Storm Water Drainage Easement Area.

E. The Storm Water Drainage Easement Area and the Ingress/Egress Easement Area area collectively referred to in this Agreement as the "Utility Easement Area".

F. As used in this Agreement, the term "Drainage Facilities" shall mean the Plan, the Storm Water Drainage Easement Area, the Ingress/Egress Easement Area, the drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Utility Easement Area from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.



## AGREEMENT

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

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

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

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

4. Indemnification. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation,

cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

5. Insurance. Owner shall, at Owner's own cost and expense, and prior to the construction of the Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

6. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the Ingress/Egress Easement over, across, under, and through the Owner's Property, to and from Caddy Lane and the Storm Water Drainage Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Utility Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Utility Easement Area and the Drainage Facilities.

7. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Storm Water Drainage Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Storm Water Drainage Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area, or (ii) ingress and egress to the Storm Water Drainage Easement Area and Caddy Lane.
- (b) Remove any fences, structures or improvements located within the Storm Water Drainage Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area, or (ii) maintain ingress and egress to the Storm Water Drainage Easement Area and Caddy Lane.

8. Further Owner Requirements.

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

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

(c) Owner shall comply with (i) the provisions and requirements of the Site Grading & Drainage Improvements Plan for the Property, prepared by Survey Associates, Inc., dated and Wisconsin Registered Land Surveyor Stamped 5-25-23, as may be approved and/or amended from time to time by the Grantees.

9. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Storm Water Drainage Easement Area or (ii) ingress and egress to the Storm Water Drainage Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

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

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

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

13. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:

BY: *Scott Brooks*  
Scott Brooks

BY: *Cheryl L. Brooks*  
Cheryl L. Brooks

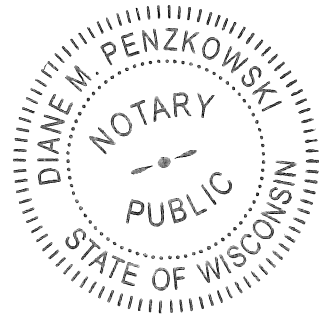
STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF RACINE )

Personally came before me this 19<sup>th</sup> day of July 2023, the above-named **Scott Brooks** and **Cheryl L. Brooks**, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

*Diane M. Penzkowski*  
Notary Public, State of Wisconsin

*Diane M. Penzkowski*

My Commission expires: 4-2-2024



**VILLAGE OF CALEDONIA**

BY: \_\_\_\_\_  
**Thomas R. Weatherston, President**

ATTEST: \_\_\_\_\_  
**Joslyn Hoeffert, Clerk**

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF RACINE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, the above-named **Thomas R. Weatherston, President** and **Joslyn Hoeffert, Clerk**, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

\_\_\_\_\_  
Notary Public, Racine County, WI

\_\_\_\_\_

My Commission expires: \_\_\_\_\_

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY: Howard Stacey  
Howard Stacey, President

ATTEST: Robert Kaplan  
Robert Kaplan, Secretary

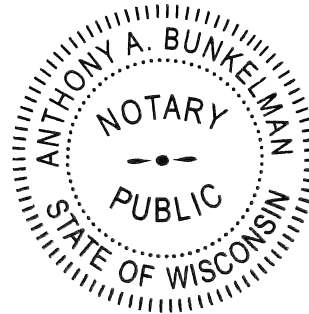
STATE OF WISCONSIN     )  
  ) SS  
COUNTY OF RACINE     )

Personally came before me this 2<sup>nd</sup> day of August 2023, the above-named, **Howard Stacey, President** and **Robert Kaplan, Secretary**, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Anthony A. Bunkelman  
Notary Public, State of Wisconsin

Anthony A. Bunkelman

My Commission expires: July 26, 2027



This Instrument Was Drafted By: Richard W. Sehrbrock

# EXHIBIT "A"

## TOPOGRAPHIC BOUNDARY SURVEY



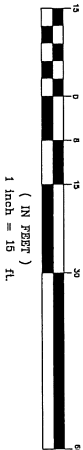
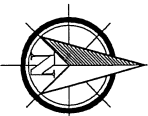
MARC C. PASSARELLI P.L.S.  
2554 N. 100TH STREET  
P.O. BOX 26396  
WAUWATOSA, WISCONSIN 53226  
(414) 257-2212 FAX: (414) 257-2443  
SMI@WILT.COM

10126 CADDY LANE 104-04-22-04-232-000

### LEGAL DESCRIPTION

Lot 42, Block "B", and Outlot "A", Block "B", Caddy Vista South Second Addition, being a Subdivision of a part of the Northwest 1/4 and a part of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 4 North, Range 22 East, in the Town of Caledonia, Racine County, Wisconsin.

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	115.00'	346.00'	S87°31'29"W	114.55'	18°00'24"
C2	40.00'	346.00'	N86°54'56"W	39.98'	6°15'44"
C3	75.00'	346.00'	S84°25'18"W	74.99'	11°44'28"

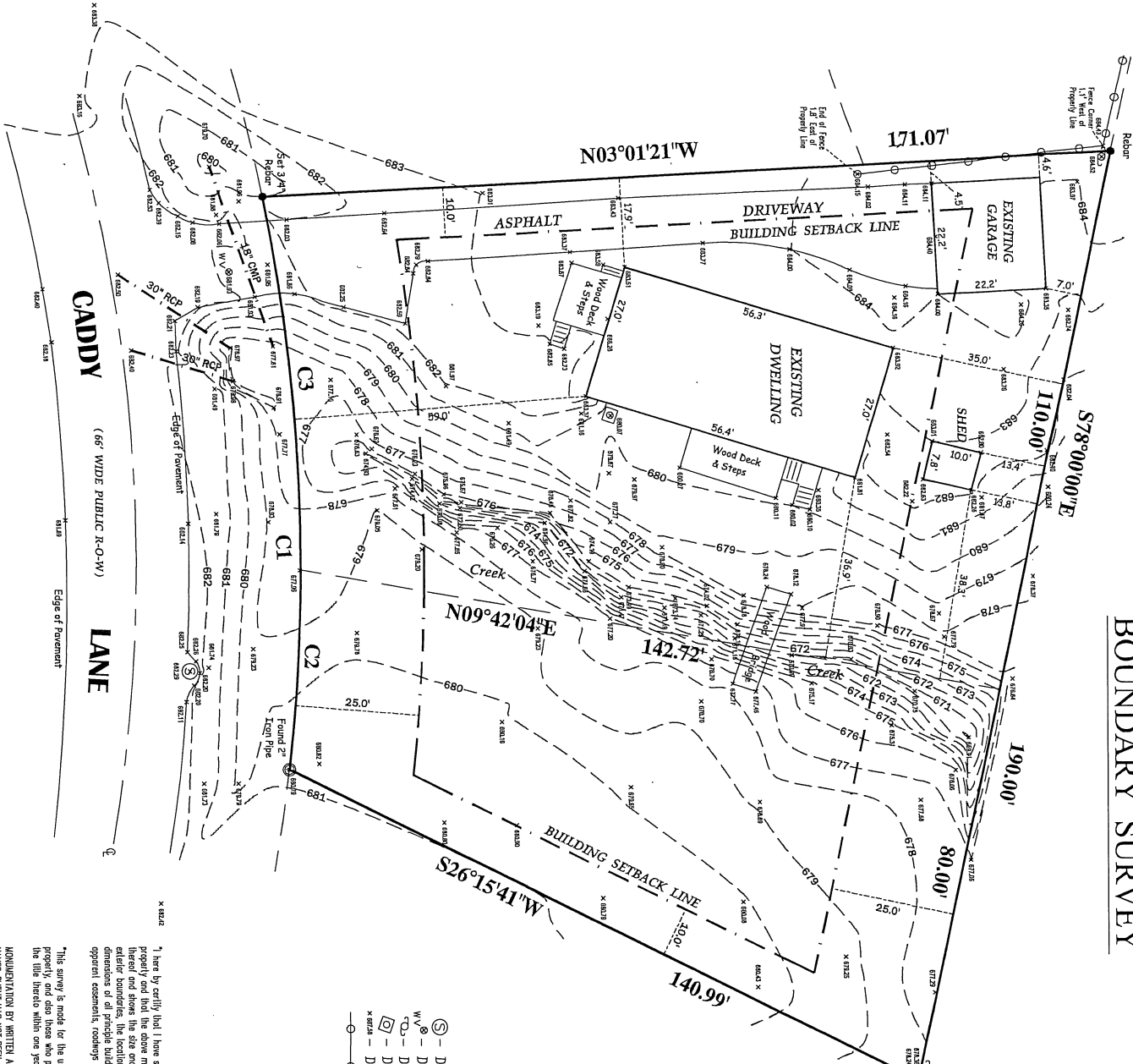


### LEGEND

- ⊙ - Denotes Existing Sewer Manhole
- ⊙ - Denotes Existing Water Valve
- ⊙ - Denotes Existing Power Pole
- ⊙ - Denotes Existing AC Unit
- ⊙ - Denotes Existing Spot Elevation
- ⊙ - Denotes Chain Link Fence

AREA OF PROPERTY  
22,434 Sq. Ft. / 0.515 Acre

**BENCHMARK FOR ELEVATIONS:**  
Concrete Monument with Brass Cap  
Marking the Northwest Corner of the  
Northwest 1/4 of Section 4-04-22  
Elevation: 669.21 NAVD 1983 Datum

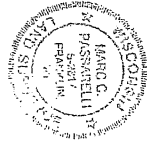


I have by certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the site and location of property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences and other enclosures, roadways and encroachments, if any.

This survey is made for the use of the present owners of the property and does those who purchase, mortgage, or guarantee the title hereon within one year from date hereof.

MONUMENTATION BY WRITTEN AGREEMENT WITH THE ABOVE NAMED CLIENT HAS NOT BEEN WAVED IN ACCORDANCE WITH A-E 7.01 (2) OF THE WISCONSIN ADMINISTRATIVE CODE.

Marc C. Passarelli  
Surveyor

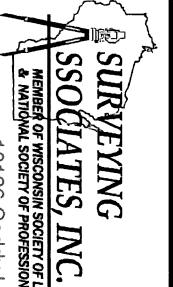


NOTE: THIS IS NOT AN ORIGINAL SURVEY. THE SEAL IS RED.

WISCONSIN REGISTERED LAND SURVEYOR

FIELD WORK BY	DATE	PROJECT NO.
JE/MMW	05/09/2023	36503
DRAWN BY	DATE	SCALE
MCP	05/25/2023	1" = 15'
APPROVED BY	DATE	
REVISION BY	DATE	SHEET NO.
		1 of 1

# TOPOGRAPHIC BOUNDARY SURVEY

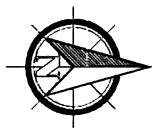


MARC C. PASSARELLI P.L.S.  
2554 N. 100TH STREET  
P.O. BOX 26296  
MILWAUKEE, WISCONSIN 53226  
(414) 257-2212 FAX: (414) 257-2414  
msl@vllt.com

10126 Caddy Lane Caledonia WI 53108  
Parcel # 104-04-22-04-232-000  
LEGAL DESCRIPTION

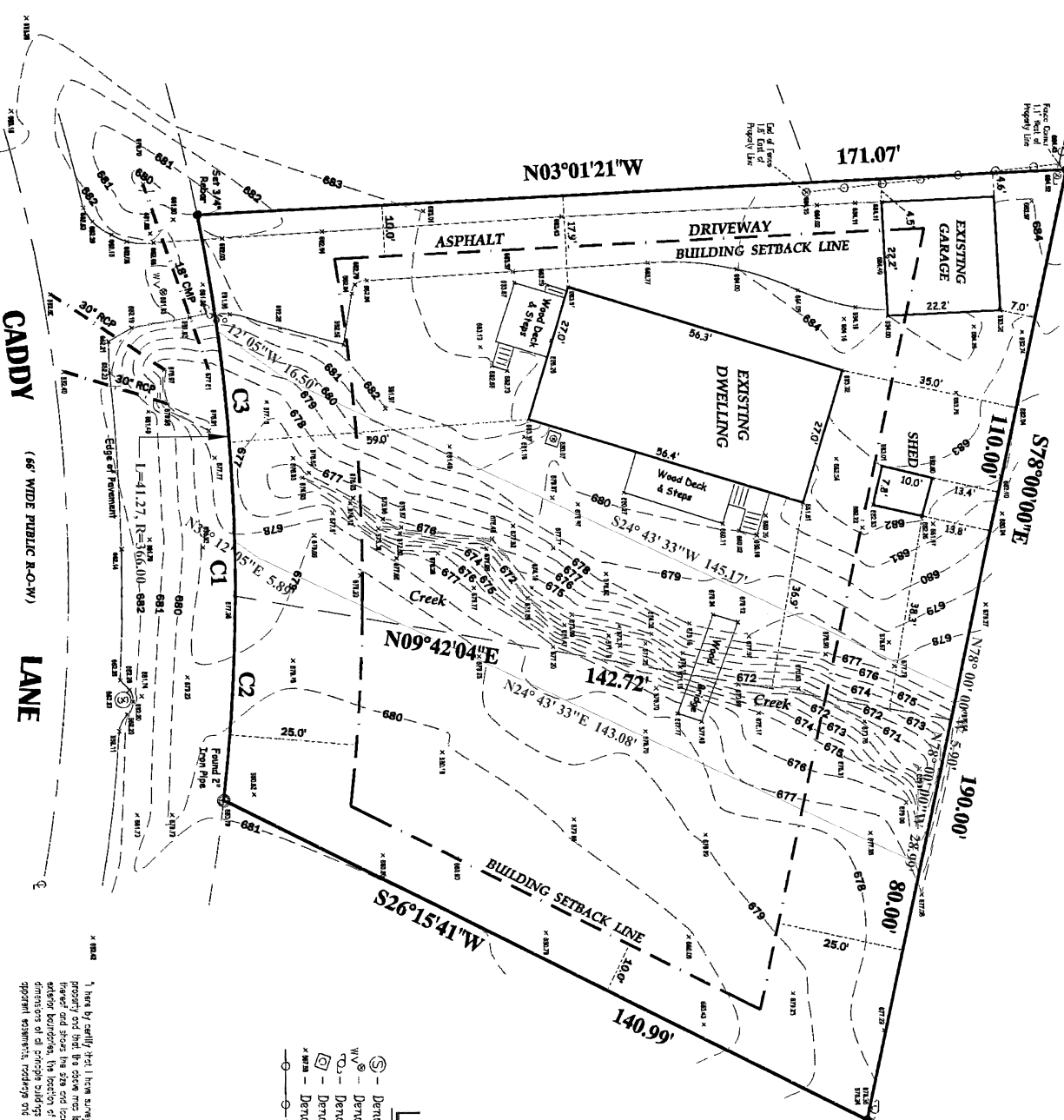
Lot 42, Block "B", and Outlot "A", Block "B", Caddy Vista South Second Addition, being a Subdivision of a part of the Northwest 1/4 and a part of the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 4 North, Range 22 East, in the Town of Caledonia, Racine County, Wisconsin.

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	115.00'	386.00'	S87°33'24"W	114.55'	1870.24'
C2	40.00'	386.00'	S86°34'36"W	39.98'	678.44'
C3	75.00'	386.00'	S84°23'18"W	74.99'	1174.28'



Not to Scale

GRAPHIC SCALE



- ### LEGEND
- ⊙ - Denotes Existing Sewer Manhole
  - ⊙ - Denotes Existing Water Valve
  - ⊙ - Denotes Existing Power Pole
  - ⊙ - Denotes Existing AC Unit
  - ⊙ - Denotes Existing Spot Elevation
  - ⊙ - Denotes Chain Link Fence

**AREA OF PROPERTY**  
22.434 Sq. Ft. / 0.515 Acre

**BENCHMARK FOR ELEVATIONS:**  
Concrete Monument with Brass Cap  
Marking the Northwest Corner of the  
Northwest 1/4 of Section 4-04-22  
Elevation: 669.21' NAVD 1983 Datum

This survey is made for the use of the present owners of the property and that the same may be a true representation hereof and shows the size and location of acreage, the exterior boundaries, the location of all visible structures and dimensions of all principal buildings, fences, boundary lines, apparent easements, roadways and encroachments, if any.

CONVEYANCE BY METEL AGREEMENT AT THE ABOVE MENTIONED PLACE HAS NOT BEEN MADE IN ACCORDANCE WITH A-E 7.01 (2) OF THE WISCONSIN ADMINSTRATIVE CODE.

*Marc C. Passarelli*  
REGISTERED LAND SURVEYOR



FIELD WORK BY	DATE	PROJECT NO.
JE / MMW	05/09/2023	36503
DRAWN BY	DATE	SCALE
MCP	05/25/2023	1" = 15'
APPROVED BY	DATE	
REMOVED BY	DATE	SHEET NO.
		1 of 1

EXHIBIT "B"  
Page 2 of 2

The land affected by the grant of this easement and right-of-way is located in the Village of Caledonia, Racine County, Wisconsin, and is more particularly described as follows:

(STORM WATER DRAINAGE EASEMENT) A PARCEL OF LAND BEING PART OF LOT 42 AND OUTLOT A, BLOCK B OF THE CADDY VISTA SOUTH SECOND ADDITION, BEING A SUBDIVISION LOCATED IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT #42:

Thence along a curve to the right having a radius of 366.00 and an arc length of 22.90 feet, being subtended by a chord of North 80° 20' 25" East for a distance of 22.90 feet, along the South line of said lot and the North Right of Way line of Caddy Lane to the point of beginning;

Thence along a curve to the right having a radius of 366.00 and an arc length of 41.27 feet, being subtended by a chord of North 85° 23' 18" East for a distance of 41.25 feet, along the South line of said lot and the North Right of Way line of Caddy Lane to a point;

Thence North 35° 12' 5" East for a distance of 5.89 feet to a point;

Thence North 24° 43' 33" East for a distance of 143.08 feet to a point on the North line of said Outlot A;

Thence North 78° 0' 0" West for a distance of 28.99 feet along said North line of said Outlot A to the Northeast corner of said Lot #42;

Thence North 78° 0' 0" West for a distance of 5.90 feet along said North line of said Lot #42 to a point;

Thence South 24° 43' 33" West for a distance of 145.17 feet to a point;

Thence South 35° 12' 5" West for a distance of 16.50 feet to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said easement contains 0.12 acres more or less and is part of parcel # 104-04-22-04-232-000. Address # 10126 Caddy Lane. See attached Exhibit "A".



**RESOLUTION 2023-89  
(8/8/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
ACCEPTING IMPROVEMENTS IN BLUFFSIDE**

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

RECITALS

1. The Village and Bluffside Estates LLC (the "Developer") entered into a Development Agreement pertaining to the development of 19 lots in Bluffside (the "Development") with respect to the land described therein and certain public improvements, including the Storm Water Utilities and the Subdivision System, which includes the sanitary sewerage system and the watermain system.

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

- a. Village Board acceptance and approval.
- b. Final Review of all Asbuilts
- c. Straighten Water Valve box (Gate Valve 26)
- d. Repaving of road patches for all Utility Crossings

**NOW THEREFORE BE IT RESOLVED THAT**, the certain public improvements, including the Storm Water Utilities and the Subdivision System are hereby accepted by the Village Board subject to the conditions recommended by the Village's Public Services Director as set forth above.

Adopted by the Village Board of the Village of Caledonia this \_\_\_\_\_ day of August 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas Weatherston, President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Clerk

**RESOLUTION NO. 2023-90**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING THE PAYMENT TO LIBERTY MUTUAL FOR AN AUTO  
LOSS CLAIM ON BEHALF OF COBEY CORBITT INVOLVING THE CALEDONIA FIRE  
DEPARTMENT**

**WHEREAS**, the Village of Caledonia is self-insured under CVMIC for all property and liability claims;

**WHEREAS**, the Village of Caledonia, through a Caledonia Fire Department Battalion 12 vehicle, was allegedly involved in a rear-end collision on January 3, 2023;

**WHEREAS**, the driver of Battalion 12 allegedly reached down to retrieve his phone and allegedly rear-ended the vehicle in front of him causing minor damages to the insured's vehicle;

**WHEREAS**, on February 2, 2023, Liberty Mutual submitted a claim on behalf of its insured, Cobey Corbitt, in the amount of \$1,584.50 requesting reimbursement for the amount they paid in connection with the vehicle accident damage and their insured's deductible in **Exhibit A**, attached hereto.

**WHEREAS**, on February 28, 2023, the Finance Committee recommended that the Village resolve this claim by paying Liberty Mutual a total of \$1,584.50;

**WHEREAS**, on March 28, 2023, the Village Board of Caledonia approved Resolution No. 2023-19, authorizing payment of \$1,584.50 after the execution of a release;

**WHEREAS**, on April 7, 2023, Liberty Mutual submitted an updated claim in the amount of \$3,824.49 requesting reimbursement for the amount they paid in connection with the vehicle accident damage and their insured's deductible in **Exhibit B**, attached hereto.

**WHEREAS**, on July 25, 2023, the Finance Committee recommended that the Village resolve this claim by paying Liberty Mutual a total of \$3,824.49 after the execution of a release; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Finance Committee is hereby approved, and such claim shall be resolved by paying Liberty Mutual a total of \$3,824.49 upon the execution of a release in exchange for the settlement payment of the claim as set forth above.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of August 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

Thomas Weatherston  
Village President

Attest: \_\_\_\_\_

Joslyn Hoeffert  
Village Clerk

\*002578\*  
Liberty Mutual Insurance Company  
P.O. Box 5014  
Scranton PA 18505-5014

EXHIBIT A



 CONTACT US



Village of Caledonia  
6922 Nicholson Rd  
Caldedonia, WI, 53108

Sara.Tarara@LibertyMutual.com

Direct: (508) 621-1404  
Toll-Free: (800) 225-2467  
Ext: 70948  
Fax: (888) 268-8840

**Liberty Mutual Insurance  
Company**  
P.O. Box 5014  
Scranton PA 18505-5014  
United States

February 2, 2023

LibertyMutual.com

Date of Incident: 01/03/2023  
Claim Number: 052137629-03

<b>Amount We Paid:</b>	\$1,084.50
<b>Our Insured's Deductible:</b>	\$500.00
<hr/>	
<b>Total Subrogation Amount Due:</b>	\$1,584.50

Dear Village of Caledonia ,

I'm writing with important information about claim number 052137629, which involved a vehicle either owned or operated by you. Please be advised that as a result of this accident, Liberty Mutual and our insured have incurred the loss amounts shown above.

**Right of Recovery**

Subrogation involves our right to recover from a negligent party the money we paid on our insured's behalf for property damage and related expenses. Our customer may also have incurred additional expenses that weren't covered by their policy and may pursue you directly for that amount.

**Notice of Liability**

Our initial review shows that you may have contributed to this loss. As a result, we are placing you on notice for reimbursement of damages paid under our insured's policy.

*This letter is official notice of our claim against you for these expenses.*

**Please Note:** Any payments you may have made to our Insured will not relieve your responsibility to reimburse us.

\*400000010001000001002578578\*





**If You Were Insured**

If you had insurance at the time of this loss, we ask that you take these steps:

- Promptly inform your insurance carrier of this notification.
- Please let us know once you contact your carrier. We will then communicate directly with them.

**If You Were Not Insured**

We would be happy to work with you in establishing a convenient payment plan with one of our subrogation partners.

Please include our claim number on your check for the total amount of damages shown above.

**Please forward payment to:  
Liberty Mutual  
Attn: Claims Financial Operations  
PO Box 2825  
New York, NY 10116-2825**

**We're Here to Help**

If you have any questions, please contact me directly and I'll be happy to help. I can assist you more quickly if you reference the claim number 052137629 in all communications.

Sincerely,

SARA TARARA  
Claims Department

PS: Please contact our office with your insurance carrier information or to discuss payment arrangements for our insured's damages.

# EXHIBIT B

## Gerber Collision & Glass - Racine

Highly Wreck - ommended!  
9501 Washington Ave, Racine, WI 53406  
Phone: (262) 583-4595

Workfile ID: APVR5TX9  
Federal ID: 51-0394062  
State ID: 456-1028893640-02  
Federal EPA: N/A  
State EPA: N/A

### Supplement of Record 7 with Summary

**RO Number: 6201215076**

Written By: Andrew Roberts, 3/13/2023 1:58:25 PM  
Adjuster: YARBROUGH, MISTY

Insured: Corbitt, Cobey      Policy #: AMC      Claim #: 052137629-0002  
Type of Loss: COLL - Other      Date of Loss: 1/3/2023 12:00 PM      Days to Repair: 4  
Point of Impact: 06 Rear

<b>Owner:</b> Corbitt, Cobey 3512 WASHINGTON AVE RACINE, WI 53405 (262) 221-2758 Cell	<b>Inspection Location:</b> Corbitt, Cobey 3512 WASHINGTON AVE RACINE, WI 53405 Home (262) 221-2758 Cell	<b>Insurance Company:</b> LIBERTY MUTUAL INSURANCE COMPANY Liberty Mutual Insurance P.O BOX 5014 SCRANTON, PA 18505-5014 (800) 225-2467 Business
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### VEHICLE

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

VIN: WAUBFAFL5BN031746	Interior Color:	Mileage In: 143,471	Vehicle Out: 3/11/2023
License: ANN9217	Exterior Color: Black	Mileage Out: 143,472	
State: WI	Production Date:	Condition:	Job #: Denny/jim

#### TRANSMISSION

Automatic Transmission  
Overdrive  
4 Wheel Drive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat  
Power Passenger Seat

#### DECOR

Dual Mirrors  
Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control

#### RADIO

AM Radio  
FM Radio  
Stereo

#### Search/Seek

CD Player  
Auxiliary Audio Connection  
Premium Radio  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags

#### Positraction

Hands Free Device

#### ROOF

Electric Glass Sunroof

#### SEATS

Leather Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Fog Lamps  
Traction Control  
Stability Control  
Signal Integrated Mirrors

**Supplement of Record 7 with Summary**

**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>WINDSHIELD</b>					
2	* S01	R&I RT Reveal molding				<u>0.2</u>	
3		<b>ROOF</b>					
4		R&I RT Roof molding matte black from 11/2009				0.8	
5	#	Clear Blend Outer Rail		1			0.5
6		<b>QUARTER PANEL</b>					
7	S01	Refn Tail lamp pocket					0.4
8	S01	Add for Clear Coat					0.1
9	* S01	Rpr RT Quarter panel				<u>7.0</u>	2.4
10	S01	Overlap Minor Panel					-0.2
11		Add for Clear Coat					0.9
12	#	Refn Color Blend from Repair Area & Clear Entire Panel					-0.3
13		Blnd Fuel door					0.2
14		R&I RT Wheelhouse liner				0.4	
15		R&I RT Qtr glass Audi w/black molding				1.8	
16	#	Repl Glass Urethane kit		1	25.00		
17	# S03	Repl RT Pressure vent	8K0-819-161-C	1	111.75	0.3	
18		<b>REAR BODY &amp; FLOOR</b>					
19	S01	R&I Side trim panel w/o map net				0.2	
20		<b>TRUNK LID</b>					
21	* S01	R&I Weatherstrip				<u>0.3</u>	
22	* S01	R&I RT Stop				<u>0.1</u>	
23		<b>REAR LAMPS</b>					
24	** S05	Repl RECOND RT Tail lamp assy	8K5945096E	1	279.00	0.4	
25		R&I LT Tail lamp assy				0.4	
26	* S03	Repl RT Tail lamp assy nut	8E0945299A	2	<u>6.94</u>		
27		<b>REAR BUMPER</b>					
28	S01	O/H rear bumper				1.8	
29	* S01	R&I R&I bumper cover				<u>Incl.</u>	
		Note: LABOR: Time is after tail lamp assemblies are removed.					
30	** S01	Repl Non OEM CAPA Spoiler 2.0 Liter w/o S-Line pkg	8K080752101C	1	153.00	Incl.	
31	* <> S01	Rpr Bumper cover w/o reverse sensors w/o S-line pkg				<u>7.0</u>	2.6
		Note: Time inc to plastic weld the crack and repair 2 mount tabs					
32		Overlap Major Non-Adj. Panel					-0.2
33		Add for Clear Coat					0.5
34	# S07	Refn Color Blend from Repair Area & Clear Entire Panel					-0.5
35	* S03	Repl RT Side support	8K5807890A	1	<u>22.45</u>	0.2	
36	* S03	Repl RT Side support pin	WHT002592	1	<u>11.65</u>		

**Supplement of Record 7 with Summary**

**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

37	*	S03	Repl	Tow eye cap w/o S-line pkg	8K5807441GRU	1	<u>37.86</u>	Incl.	0.2
38		S03		Add for Clear Coat					0.1
39	*	S03	Repl	LT Side support	8K5807889A	1	<u>35.49</u>	0.2	
40	<b>VEHICLE DIAGNOSTICS</b>								
41	*		Rpr	Post-repair scan			m	<u>0.5</u>	M
42	*	S04	Rpr	Pre-repair scan			m	<u>0.5</u>	M
				Note: Scan labor is for OPUS post scan. Shop has to hook up scanner and send up request along with being in communication with OPUS during scan					
43	#	S07	Subl	OEM post scan		1	120.00	X	
44	<b>MISCELLANEOUS OPERATIONS</b>								
45	#		Subl	Hazardous Waste Removal		1	3.50		
46	#		Repl	Cover Car		1	5.00	0.3	
47	#		Repl	Corrosion Protection		1	8.00	0.2	
48	#		Rpr	Rope Glass - Windshield				0.3	
49	#		Rpr	Rope Glass - Back Glass				0.3	
50	#	S05	Rpr	Tie Down				1.0	
51	#	S01	Rpr	Rough Body Pull				2.0	
				Note: QTR is pulled down causing the buckle in the qtr and tail lamp area					
52	#	S01	Repl	Trunk trim retainer		2	3.08		
53	#	S01	Repl	Torx body screw		6	13.14		
54	#	S01	Repl	Qtr liner retainer		2	6.08		
55	#	S01	Repl	Rear bumper push retainer		4	6.88		
56	#	S01	Repl	Seam sealer		1	17.01	0.3	
57	#	S03		HOUSING		1	13.20		
58	#	S03		PIN		1	11.65		
<b>SUBTOTALS</b>							<b>890.68</b>	<b>26.5</b>	<b>6.7</b>

**NOTES**

Prior Damage Notes:  
UNK

## Supplement of Record 7 with Summary

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**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

### ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					770.68
Body Labor	25.5 hrs	@	\$ 64.00 /hr		1,632.00
Paint Labor	6.7 hrs	@	\$ 64.00 /hr		428.80
Mechanical Labor	1.0 hrs	@	\$ 115.00 /hr		115.00
Paint Supplies	6.7 hrs	@	\$ 40.00 /hr		268.00
Miscellaneous					120.00
Subtotal					3,334.48
Sales Tax	\$ 3,214.48	@	5.0000 %		160.72
<b>Grand Total</b>					<b>3,495.20</b>
Deductible					500.00
Insurer Prepaid Amount					1,084.50
<b>CUSTOMER PAY</b>					<b>1,584.50</b>
<b>INSURANCE PAY</b>					<b>1,910.70</b>



**Supplement of Record 7 with Summary**

**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

**SUPPLEMENT SUMMARY**

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
<b>Changed Items</b>							
34	#	S06 Refn	Color Blend from Repair Area & Clear Entire Panel				0.3
34	#	S07 Refn	Color Blend from Repair Area & Clear Entire Panel				-0.5
43	#	S06 Subl	OEM post scan	1	-169.50 X		
43	#	S07 Subl	OEM post scan	1	120.00 X		
<b>SUBTOTALS</b>					<b>-49.50</b>	<b>0.0</b>	<b>-0.2</b>

**TOTALS SUMMARY**

Category	Basis	Rate	Cost \$
Parts			0.00
Paint Labor	-0.2 hrs @	\$ 64.00 /hr	-12.80
Paint Supplies	-0.2 hrs @	\$ 40.00 /hr	-8.00
Miscellaneous			-49.50
Subtotal			-70.30
Sales Tax	\$ -20.80 @	5.0000 %	-1.04
<b>Total Supplement Amount</b>			<b>-71.34</b>
<b>NET COST OF SUPPLEMENT</b>			<b>-71.34</b>

**CUMULATIVE EFFECTS OF SUPPLEMENT(S)**

Estimate	1,584.50	TIFFANY NICKOLAUSON
Supplement S01	1,513.12	Andrew Roberts
Supplement S02	-41.09	Andrew Roberts
Supplement S03	414.43	Andrew Roberts
Supplement S04	169.50	Andrew Roberts
Supplement S05	-145.31	Andrew Roberts
Supplement S06	71.39	Andrew Roberts
Supplement S07	-71.34	Andrew Roberts
<b>Job Total:</b>	<b>\$ 3,495.20</b>	
<b>CUSTOMER PAY:</b>	<b>\$ 1,584.50</b>	
<b>INSURANCE PAY:</b>	<b>\$ 1,910.70</b>	

## Supplement of Record 7 with Summary

---

**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

## Supplement of Record 7 with Summary

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### RO Number: 6201215076

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ERA1399, CCC Data Date 03/09/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Supplement of Record 7 with Summary**

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**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL

Please present this Appraisal to the repair facility before repairs begin.

We reserve the right to inspect any additional damage.

\*\* For supplement requests, please follow the instructions below:

\*\*\*\* If the ORIGINAL APPRAISAL was completed by a LIBERTY MUTUAL/SAFECO STAFF APPRAISER or an INDEPENDENT APPRAISER, please contact the appraiser directly; their email address and phone number can be located in the header of the appraisal or in the "APPRAISER INFORMATION" section at the top of the appraisal.

\*\*\*\* Instructions if the ORIGINAL APPRAISAL was completed by a LIBERTY MUTUAL/SAFECO GUARANTEED REPAIR NETWORK SHOP\*\*\*\*\*:

\*\*\*\*\* SHOPS USING CCC ESTIMATING SOFTWARE \*\*\*\*\*

--- PREFERRED METHOD --- Your facility can pull down the original estimate and add your supplement request using THE WORKFILE VIA ESTIMATE SHARE (AWE WORKFILE RETRIEVAL - instructions are listed below) If you are unable to complete these steps, the workfile can also be sent to you.

--- NON- PREFERRED METHOD --- Call the Liberty Mutual/Safeco Supplement Hotline at 855-837-1529 OR Email LIBERTYSUPP@CCCIS.COM with your shop name, a contact number. Note that you are a CCC One shop requesting a Liberty Mutual open shop supplement assignment. Please use the following subject line on your request "NEW CCC SUPPLEMENT FILE REQUEST FOR (INSERT CLAIM NUMBER)". After contacting CCC, they will send the original work file to your CCC One estimating system. Open and complete your supplement, LOCK it & upload with the attached photos and documentation.... The supplement has to be LOCKED to transfer through CCC to Liberty Mutual/Safeco. However, you can email as noted above.

\*\*\*\*\* FOR NON-CCC SHOPS OR IF YOUR SUPPLEMENT IS ALREADY COMPLETED IN CCC\*\*\* Email your written supplement PDF, photos and supporting documents to LIBERTYSUPP@CCCIS.COM for processing. Please use the subject line "NEW SUPPLEMENT REQUEST FOR NON CCC SHOP (INSERT CLAIM NUMBER)". To avoid a service delay, please include your shop name, and contact name and phone number. NOTE: You will not be able to merge or upload a supplement that was written prior to completing the download.

\*\*\*\*\*

If you have RENTAL COVERAGE or are entitled to a Rental due to this loss, Rental will be allowed for the reasonable period necessary to repair your vehicle, subject to any applicable policy provisions, laws or regulations.

If a rental vehicle has not been pre-authorized or you have any questions regarding your rental coverage or eligibility, please contact your adjuster prior to securing a rental vehicle.

Additional rental costs offered through the rental agency are not covered.

\*\*\*\*\*

Liberty Mutual/Safeco offers body shops fast and convenient service online through our Claim Information Portal. You can check claim status, obtain payment details, view liability status, and much more.

Visit CLAIMINFOPORTAL.LIBERTYMUTUAL.COM to register and login.

Customers and body shops may also contact a claims representative at the phone numbers below:

Liberty Mutual Insurance 1-800-225-2467

Safeco Insurance 1-800-332-3226

\*\*\*\*\*

THE INSURER GUARANTEES THAT IT WILL REPLACE ANY PART IDENTIFIED IN THIS ESTIMATE WHICH IS NOT A NEW ORIGINAL EQUIPMENT MANUFACTURER PART, INCLUDING RECYCLED PARTS MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER OR NEW PARTS NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER, IF A DEFECT IS DISCOVERED.

THIS GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THIS ESTIMATE, BUT IT IS NOT TRANSFERABLE TO ANY OTHER PARTY AT ANY TIME. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND PAINT AND MATERIALS, IF REQUIRED, AS WELL AS THE COST OF RENTAL OF A

**Supplement of Record 7 with Summary**

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**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

TEMPORARY REPLACEMENT VEHICLE DURING THE REPAIRS. THIS GUARANTEE DOES NOT COVER CONSEQUENTIAL DAMAGES.

IF A DEFECT IS DISCOVERED IN ANY RECYCLED PARTS MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER OR NEW PARTS NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER THAT ARE USED IN REPAIR OF YOUR VEHICLE, CONTACT YOUR ADJUSTER OR AGENT IMMEDIATELY, AND WE WILL REPLACE THE PART WITH A NEW ORIGINAL EQUIPMENT MANUFACTURER PART.

\*\*\*\*\*

AWE WORKFILE RETREVAL INSTRUCTIONS: In your CCC ONE Estimating, please select ACTION: IMPORT WORKFILE COPY, DOWNLOAD COPY OF WORKFILE FROM CCC <Click NEXT>. Then select the INSURANCE COMPANY listed in the appraisal (LM option), enter the CLAIM NUMBER and WORKFILE ID <Click NEXT>. This will push the assignment to your CCC ONE inbox. Open and complete your supplement, LOCK it & upload with the attached photos and documentation..

\*\*\*\*\*

**Supplement of Record 7 with Summary**

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**RO Number: 6201215076**

2011 AUDI A4 Premium Quattro Automatic 4D SED 4-2.0L Turbocharged Gasoline Electronic Fuel Injection Black

**PARTS SUPPLIER LIST**

<b>Line</b>	<b>Supplier</b>	<b>Description</b>	<b>Price</b>
24	Keystone-Insurance-A-Milwaukee 9532 W.CARMEN AVENUE MILWAUKEE WI 53225 (800) 924-8230 (414) 463-1019	#AU2805101R RECOND RT Tail lamp assy  Quote: 1641694043 Expires: 04/23/23	\$ 279.00
30	Keystone 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#AU1193103C Non OEM CAPA Spoiler 2.0 Liter w/o S-Line pkg Quote: 1627604476 Expires: 04/15/23	\$ 153.00



**Rental Company:** Enterprise Rent-A-Car  
**Invoice:** 4402D910FLY  
**Alternate Invoice Number:** 910FLY

**Bill To: LMI15TL**

LIBERTY MUTUAL/SAFECO/CERTAINLY INSURANCE COMPANIES  
 ATTN:RENTAL \*\*UNIT  
 27201 BELLA VISTA PKWY SUITE 4  
 WARRENVILLE, IL 605551619

**RENTER INFORMATION:**

Renter: CORBITT, COBEY  
 Address: 3512 WASHINGTON AVE  
 RACINE, WI 534052934  
 Home Phone: (262) 221-2758  
 Office Phone: (262) 583-1072

**RENTAL INFORMATION:**

**Rental Branch Location:**

ENTERPRISE RENT-A-CAR(4402)  
 9501 WASHINGTON AVE  
 RACINE, WI 534063755

**ADDITIONAL CLAIM INFORMATION:**

Claim Number: 05213762904  
 Claim Type: Insured  
 Vehicle Condition: Driveable  
 Date Of Loss: 01/03/2023  
 Insured Name:  
 Owner's Vehicle: 2011 AUDI  
 Office Code: PD414  
 Time Escalated:  
 Valet: No  
 Upgrade Requested: No  
 File Escalated: No  
 Split Bill: No  
 Policy Max Date: 03302023  
 Appraisal Channel: Guaranteed Repair Network Shop  
 Follow Up Date:  
 Company Identifier: Liberty  
 Total amount as of date above: 0.00  
 Follow Up Reason:  
 Date Escalated:  
 Waiting on Estimate:

**Repair Facility:**

GERBER-RACINE  
 RACINE, WI 534063927  
 (262) 583-4595

**RENTAL DETAIL:**

Rental Period: 03/01/2023 to 03/11/2023 (11 days)

**Billed Period: 03/01/2023 to 03/11/2023 (11 days)**

Description	Quantity	Rate	Amount
TIME & DISTANCE	11	\$27.60	\$303.60
TITLE AND REGISTRATION FEES	11	\$0.91	\$10.01
SALES TAX	1	5.00%	\$15.68
<b>Total Charges:</b>			\$329.29
<b>Less Amount Received:</b>			\$0.00
<b>Total Amount Due:</b>			<b>\$329.29</b>

**VEHICLES RENTED:**

Effective Date	Time	Year	Make	Model	VIN	Mileage
03/01/2023	8:32 AM	2022	NISN	ALTI	1N4BL4CV4NN394567	119

# Rental Invoice

---

Please Return This Portion with Remittance

**Make Payment To:**

**ENTERPRISE RENT-A-CAR**

P.O. BOX 840086

KANSAS CITY, MO 641840086

Federal ID: 43-0724835

**Total Charges:**

\$329.29

**Less Amount Received:**

\$0.00

**Total Amount Due.....**

**\$329.29**

Please Include on your Check:

Invoice:4402D910FLY



**NOTEBOOK:**

3/13/23	5:31 AM	Invoice sent for Approval/Payment AMOUNT DUE \$329.29
3/11/23	9:05 AM	Ticket 910FLY closed on 3/11/23 at 9:02 AM.
3/10/23	9:57 AM	Updated By: GERBER-RACINE From ARMS@ Automotive Partner. Revised Target Date from Shop Estimated Completion Date is 3/10/23.
3/10/23	9:36 AM	Updated By: GERBER-RACINE From ARMS@ Automotive. Labor Hours changed from 33.5 to 34.5 Detail Work in Progress Estimated Completion Date is 3/10/23.
3/8/23	1:35 PM	ARMS@ Auto RO Rec On 03/08 @ 01:35 PM (CST) RO# was updated to: 6201215076
3/8/23	1:30 PM	Updated By: GERBER-RACINE From ARMS@ Automotive Partner. Body Work in Progress Estimated Completion Date is 3/9/23. Updated By: GERBER-RACINE From ARMS@ Automotive Partner. Revised Target Date from Shop Estimated Completion Date is 3/9/23.
3/8/23	12:35 PM	Rental extension requested for -7 day(s). ARMS@ Auto RO Rec On 03/08 @ 12:35 PM (CST) RO# was updated to: 6201215076 Total Hours --33.5 / Total Cost --\$1551.57 Labor Hours changed from 16.8 to 33.5 RO Date-In- 03/01/2023 RO Original Date- 03/09/2023
3/2/23	1:50 PM	Authorization changed by BASEL, ALBERT at 1:50 PM. Rental extended by BASEL, ALBERT at 1:50 PM for 9 day(s). Current authorized date is 3/15/23. Extended 9 days up to \$30.00/day. Repairs within Target Note to self by BASEL, ALBERT. ERAC: Repair Network Location: GERBER-RACINE Per NAVIGATOR When did the vehicle arrive: 03/01/23 (Navigator) "Repairs In Progress" ECD: Check back 03/15/23 Message sent by BASEL, ALBERT at 1:50 PM. ERAC: Repair Network Location: GERBER-RACINE Per NAVIGATOR When did the vehicle arrive: 03/01/23 (Navigator) "Repairs In Progress" ECD: Check back 03/15/23
3/2/23	1:47 PM	Authorization changed by BASEL, ALBERT at 1:47 PM. Rental transferred from 0414 WARRENVILLE SOC to 0414 WARRENVILLE GRN Rental transferred by BASEL,ALBERT at 1:47 PM. Note to self by BASEL, ALBERT. ERAC: Policy Max Date changed to 03302023 Upgrade Requested changed to No Message sent by BASEL, ALBERT at 1:47 PM. ERAC:
3/1/23	3:02 PM	Rental extended by ARMS, SYSTEM at 3:02 PM for 3 day(s). Current authorized date is 3/6/23.

ARMS® Auto RO Rec On 01/30 @ 09:09 PM (CST)  
RO# was updated to: 6201215076  
Total Hours --16.8 / Total Cost --\$1084.50  
Labor Hours changed from 0.0 to 16.8  
RO Original Date- 03/07/2023

3/1/23	8:42 AM	Authorization changed by ARMS, SYSTEM at 8:42 AM. Secondary Owner is ERAC, RMS Managed By changed from Ticket 910FLY opened on 3/1/23 at 8:32 AM.
3/1/23	8:41 AM	Repair Facility changed from GERBER COLLISON AND GLASS to GERBER-RACINE.
2/27/23	12:18 PM	Priority Pass Information updated by Renter.
2/27/23	11:18 AM	Authorization confirmed by Enterprise at 11:18 AM. Reservation number Y188CK. Authorization sent at 11:18 AM for 3 days up to \$30.00/day. Authorization sent with \$30.00/day / \$900.00/max. Authorized by NAVIGATOR, USER. File Owner is File is Managed By Direct Bill Authorization set at 100 % Mobile: (262) 221-2758 Rental Ready all customers. If veh is drivable shop must begin repair and parts must be at shop or customer may owe rental days, preferred Mon-Wed start. DO NOT DISCUSS SPECIFIC # OF DAYS AUTH. In-house will manage extensions.

\* All times are in CST

**RESOLUTION NO. 2023-91**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING THE PAYMENT TO LIBERTY MUTUAL FOR A MEDICAL PAYMENT  
CLAIM ON BEHALF OF SARIYAH CORBITT INVOLVING THE CALEDONIA FIRE  
DEPARTMENT**

**WHEREAS**, the Village of Caledonia is self-insured under CVMIC for all property and liability claims;

**WHEREAS**, the Village of Caledonia, through a Caledonia Fire Department Battalion 12 vehicle, was allegedly involved in a rear-end collision on January 3, 2023;

**WHEREAS**, the driver of Battalion 12 allegedly reached down to retrieve his phone and allegedly rear-ended the vehicle in front of him causing minor damages to the insured's vehicle;

**WHEREAS**, on February 2, 2023, Liberty Mutual submitted a claim in the amount of \$1,000.00 requesting reimbursement for an amount they paid in connection with medical payments they made on behalf of Sariyah Corbitt, shown in **Exhibit A**, attached hereto.

**WHEREAS**, on July 25, 2023, the Finance Committee recommended that the Village resolve this claim by paying Liberty Mutual a total of \$1,000.00 after the execution of a release; and

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Finance Committee is hereby approved, and such claim shall be resolved by paying Liberty Mutual a total of \$1,000.00 upon the execution of a release in exchange for the settlement payment of the claim as set forth above.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of August 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

Thomas Weatherston  
Village President

Attest: \_\_\_\_\_

Joslyn Hoeffert  
Village Clerk

Liberty Mutual Insurance Company  
P.O. Box 5014  
Scranton PA 18505-5014



[Corinne.Smith@LibertyMutual.com](mailto:Corinne.Smith@LibertyMutual.com)

Direct: (509) 960-3331  
Toll-Free: (800) 225-2467  
Ext: 25866  
Fax: (888) 268-8840

**Liberty Mutual Insurance  
Company**  
P.O. Box 5014  
Scranton PA 18505-5014  
United States

[LibertyMutual.com](http://LibertyMutual.com)

Village of Caledonia  
6922 Nicholson Rd  
Caldedonia, WI 53108  
US

May 23, 2023

Your Insured: Village of Caledonia  
Your Claim Number: 0  
Date of Incident: 01/03/2023

Our Claim Number: 052137629-01  
Our Insured: Cobey Corbitt

Dear claims,

I'm writing with important information about your insured's claim number 0. Based on our investigation, we believe your insured is responsible for 100% of the injuries sustained by SARIYAH CORBITT as a result of this loss.

**Pending - Amount Paid to Date** \$1,000.00

Please include our claim number on your check for the total amount shown above.

**Please forward payment to:**

**Liberty Mutual  
Attn: Claims Financial Operations  
PO Box 2825  
New York, NY 10116-2825**

**We're Here to Help**

If you have any questions, please contact me directly and I'll be happy to help. I can assist you more quickly if you reference your claim number in all communications.

Sincerely,

CORINNE SMITH  
Claims Department

**RESOLUTION NO. 2023-87**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA  
TO MEMORIALIZE AND APPROVE A MASTER SERVICES AGREEMENT  
AND STATEMENT OF WORK WITH ARETE ADVISORS, LLC**

**WHEREAS**, the Village of Caledonia's email system was compromised in five different mailboxes; and

**WHEREAS**, the Village of Caledonia was contacted by a party posing as a commonly used vendor to change the payment method from check to automated clearing house (ACH); and

**WHEREAS**, the Village of Caledonia's actual vendor never received payment that was sent in the amount of \$113,382.16; and

**WHEREAS**, as soon as Village staff became aware of the fraudulent activity, the Village of Caledonia took immediate steps to file a police report, contact the cyber insurance company, and engage a cyber threat investigation company and cyber legal counsel; and

**WHEREAS**, the Village of Caledonia engaged Arete Advisors, LLC to examine the scope and scale of the cyber incident and infiltration into the Village's email system; and

**NOW, THEREFORE, BE IT RESOLVED** that the Village Board of the Village of Caledonia, Racine County, Wisconsin, does hereby memorialize and approve the engagement of Arete Advisors, LLC and the Master Services Agreement and Statement of Work, executed by Village staff in accordance with the emergency clause in the purchasing policy, and attached hereto as **Exhibit A**.

**NOW BE IT FURTHER RESOLVED**, that the Village Administrator and Village staff are authorized to take such actions as may be provided for under the Arete Contract and in furtherance of the intentions of said contract.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of August 2023.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
Thomas R. Weatherston, President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Clerk



## **EXHIBIT A STATEMENT OF WORK**

This Statement of Work (“SOW”), dated July 14, 2023, is entered into pursuant to the Master Services Agreement (“Agreement”), dated July 14, 2023, and among Arete Advisors, LLC, a Florida limited liability company having a place of business at 4800 T-Rex Avenue, Suite 350, Boca Raton, FL 33431 (“Arete”), Thompson Hine LLP, a law firm having a place of business at 3900 Key Center, 127 Public Square, Cleveland, OH 44114 (“Counsel”), as counsel for and on behalf of Village of Caledonia, having a place of business at 5043 Chester Lane, Racine, WI 53402 (“Client”) (Arete, Counsel, and Client are each a “Party,” and collectively the “Parties”). All capitalized terms not otherwise defined in this SOW shall be defined as set forth in the Agreement.

### **1. Services.**

Overview: Arete Advisors will perform forensics investigative services including:

- Conduct a forensics analysis to determine scope of attack, whether there was exfiltration of data, and assure a clean bill of health.

#### **I. Incident Response Support**

- Arete will provide support for the overall Investigation effort including recommendations, validation of measures taken, review of architecture and security controls and malware specific mitigation measures.
- Provide client updates and coordination.

#### **II. Forensics Analysis Artifacts and Malware - Logs**

- Arete will perform analysis on the available email logs consisting of message trace logs, unified audit logs, and exchange logs looking for malicious behavioral patterns, evidence of compromise, indications of financial or wire fraud, rule creation, and evidence of access to and/or exfiltration of sensitive data.
- Arete will analyze one (1) email instance for evidence of threat actor behavior. This analysis is limited to one (1) M365 Email Tenant (“Tenant Environment”) or one (1) MS Exchange Server (“Exchange Environment”) only. Additional hours are required for analysis of any environment other than Tenant Environment or Exchange Environment.
- Arete will examine the mailboxes of up to three (3) identified compromised accounts within the Tenant Environment or Exchange Environment for phishing emails and external outbound email transfers. Additional hours are required for examination of activity beyond three (3) instances/transfers/ or accounts, including multiple frauds, multiple accounts, or wire transfers.

#### **III. OPTIONAL - Report of Findings**

- Arete’s analysis will include the production of a forensic update presentation and technical appendix to Client and Counsel, if requested by Counsel, containing the findings of the forensics investigation and security validation.
- Arete will produce a written report for an additional fee, if requested by Counsel.



#### IV. OPTIONAL - Targeted Message Extraction

- Only if requested by counsel, a report will be generated indicating MessageID's that were accessed (if available). Arete will perform a custom extraction to process and export the accessed messages for further review. Flat fee pricing for this service is as follows:
  - 0-50 GB of data: \$1,000
  - 51-100 GB of data: \$2,000
  - 100+ GB of data: custom quote
  - Under flat fee, up to 250 documents will be included for DBAS document review to identify and report on PII/PHI within identified extracted messages.

#### 2. Hourly Rates.

Arete shall perform all work at the **GAIG** discounted rate as detailed below:

Task	Notes	Rate/Hour	Hours Estimate	Task Price	Optional Task	Total with Optional
Business Email Compromise				\$5,900.00		\$5,900.00
OPTIONAL - Report of Findings					\$2,430.00	\$2,430.00
OPTIONAL - Targeted Message Extraction					\$2,000.00	\$2,000.00
Sub Total Labor				\$5,900.00	\$4,430.00	\$10,330.00
Project Management & Administration				\$420.00		\$420.00
	Estimated Labor			\$6,320.00	\$4,430.00	\$10,750.00
	Travel Expense at Cost			TBD if needed		
	Estimated Labor Cost			\$6,320.00	\$4,430.00	\$10,750.00
* Estimated Price is a time and materials estimate. Travel and Other Direct Costs (ODC) costs, if specified, are in addition to labor and are generally estimated to be less than 20% of the labor price. Travel hours will be billed at 50% of the labor rate. Our estimate is based upon information known at this time. We will not exceed estimated price without prior client written approval.						

3. Schedule for provision of Services and Deliverables. Work will commence on a mutually agreed upon date. All work to be completed on a time and materials basis shall be accompanied by an estimate.

4. Materials. Arete may purchase equipment, materials, software, and other non-labor items necessary for providing Services under a SOW ("Materials"). The Client and Counsel must first approve the purchase of any such Materials. The ownership of Materials purchased by Arete in connection with the Services performed under the SOW shall be set forth therein.



5. Travel and Expenses. Client, and not Counsel, shall reimburse Arete for pre-approved direct expenses reasonably incurred in connection with the performance of Services (“Expenses”). Arete shall keep records sufficient to substantiate all Expenses claimed.

6. Invoices. Invoices from Arete shall include a summary of all costs, fees, and/or Expenses to be reimbursed by Client. Invoices shall be sent via direct or electronic mail to the following point of contact:

**Client Point of Contact:**

Village of Caledonia 5043 Chester Lane Racine, WI 53402 Attention: Kathy Kasper Email: Kasper1448@gmail.com
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7. Payment. Unless otherwise specified herein, Arete shall submit invoices to Client for Services on a monthly basis. Such invoices shall be supported by appropriate documentation as required by the Client and Counsel. Client shall pay Arete for the Services performed within thirty (30) days of the date of invoice. Arete acknowledges and agrees that Counsel has no payment responsibilities under this Agreement and will look solely to Client for payment hereunder.

**Payment Obligations:**

Notwithstanding the foregoing, any failure to make such contact or obtain such approval from the Client’s insurance provider shall not provide any limitations to Arete’s right to collect payment under this SOW. Similarly, any failure of Client’s insurance provider to pay the applicable amounts to Arete, payment shall be Client’s sole and exclusive liability and Client shall promptly make any such payments directly to Arete upon a provider’s failure to pay.

Please remit payments to:

By Check:	By EFT:
Arete Advisors, LLC	Bank: Bank United N.A.
PO Box 27073	Routing Number: 267090594
Newark, NJ 07101	Account Number 9855408790

Late Payments: Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest of 1% per month after the payment due date. The Client shall also reimburse Arete for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.





The following Arete point of contact shall be responsible for the billing and collection of payment by Client:

Arete Accounts Receivable  
Arete Advisors, LLC  
4800 T-Rex Avenue, Suite 350  
Boca Raton, FL 33431  
Email: AR@areteir.com

8. Taxes. The pricing set forth herein or otherwise provided by Arete under this Agreement for Services does not include applicable federal and state sales and use taxes (collectively "Taxes"). Arete will include Taxes as a separate line item in its invoice(s) to Client, and Client will pay all Taxes incurred or due under the Project.

**By checking this box, Client confirms it is a tax-exempt organization. Upon providing documentation confirming its tax-exempt status, Arete shall not include applicable taxes upon the Services provided.**

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

<p><b>ARETE ADVISORS, LLC</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Evelyn Minnick</i></span>  <small>4F7CD8DA932746E...</small></p> <p>Evelyn Minnick  Chief Administrative Officer  Arete Advisors, LLC</p>  <p>Date: <u>7/14/2023</u></p>	<p><b>THOMPSON HINE LLP</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Steve Stransky</i></span>  <small>106EA9FBAA93459...</small></p> <p>Steve Stransky  Partner  Thompson Hine LLP</p>  <p>Date: <u>7/14/2023</u></p>   <p><b>VILLAGE OF CALEDONIA</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Kathy Kasper</i></span>  <small>80D0DEF9564842F...</small></p> <p>Kathy Kasper  Administrator  Village of Caledonia</p>  <p>Date: <u>7/14/2023</u></p>
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## MASTER SERVICES AGREEMENT

This Master Services Agreement, together with any related Statements of Work ("Agreement"), date as of July 14, 2023 ("Effective Date"), is entered into by and among Arete Advisors, LLC, a Florida limited liability company having a place of business at 4800 T-Rex Avenue, Suite 350, Boca Raton, FL 33431 ("Arete"), Thompson Hine LLP, a law firm having a place of business at 3900 Key Center, 127 Public Square, Cleveland, OH 44114 ("Counsel"), as counsel for and on behalf of Village of Caledonia, having a place of business at 5043 Chester Lane, Racine, WI 53402 ("Client") (Arete, Counsel, and Client are each a "Party," and collectively the "Parties"). This Agreement is made for purposes of Arete's provision of services and assistance to Counsel in anticipation of litigation or provision of legal advice to Client.

### RECITALS

**WHEREAS**, Arete is in the business of providing cybersecurity consulting, data breach remediation, digital forensics, cybersecurity compliance, and other cybersecurity services.

**WHEREAS**, from time to time, the Parties may enter into separate Statements of Work, where Arete may provide services for the purpose of enabling Counsel to provide legal advice to Client or to assist Counsel in connection with anticipated litigation. The purpose of this Agreement is to provide a basis for rapid execution of formal contractual agreements executed through the Statements of Work template attached hereto as Exhibit A.

**NOW, THEREFORE**, in consideration of the agreements, representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the foregoing and as follows:

### 1. AGREEMENT FRAMEWORK

1.1 **Statements of Work.** This Agreement shall be implemented through one or more Statements of Work ("SOW"). For the purposes of this Agreement, the Party or Parties performing the work under an executed SOW shall be referred to as the Performing Party ("Performing Party"), which in all cases is Arete unless the SOW clearly states otherwise. The Party receiving the work shall be referred to as the Receiving Party ("Receiving Party"), which in all cases is Counsel unless the SOW clearly states otherwise.

1.2 **Requirements.** Each SOW under this Agreement shall become effective only upon execution by an authorized representative of each of the Parties. The Performing Party's services contemplated by this Agreement ("Services") shall be set forth and agreed to in one or more SOW. A SOW shall be deemed an integrated part of this Agreement. Any individual SOW may be terminated without affecting this Agreement or any other SOW. The Parties may agree to modify or amend a SOW by written agreement executed by all Parties. If there are any executed SOW in effect as of the termination of this Agreement, the respective Parties are responsible for the completion of the then-executed Services and delivery of any relevant deliverables, and payment for each of the same, as set forth in such SOW or this Agreement. In the event of any conflict between the terms of this Agreement and a SOW, the terms of this Agreement shall control.



## 2. TERM

2.1 Term of Agreement. This term of this Agreement shall begin on the Effective Date and shall remain in effect until either: (1) the lapse of six months from the first date upon which no SOW under this Agreement is then in effect; or (2) is otherwise terminated in accordance with Section 3 (the "Term").

2.2 Term of Statements of Work. The term for each SOW executed under this Agreement shall be set forth in each SOW. If a SOW does not include a term, the term of the SOW shall last until the earlier of the Performing Party completes the Services or a Receiving Party elects to terminate the SOW upon notice to the Performing Party.

## 3. TERMINATION

3.1 Termination for Convenience. Any Party may terminate this Agreement, and Receiving Party may terminate any SOW, without cause (at will) upon thirty (30) calendar days written notice to the other party, provided that upon receipt of the notice, the Performing Party shall promptly stop work and wind down its Services as and when instructed by the Receiving Party. The Client, and not Counsel, shall pay for all Services performed by Performing Party through the date of termination. Arete acknowledges and agrees that Counsel has no payment responsibilities under this Agreement and will look solely to Client for payment hereunder.

3.2 Termination for Cause. In the event of any material breach of this Agreement by a Party, either of the other Parties may terminate this Agreement upon receipt of written notice if the breaching Party fails to cure such breach within thirty (30) calendar days of receiving written notice of the breach ("Cure Period"); provided, however, that this Agreement shall not terminate at the end of the Cure Period if the Party in breach has cured the breach to the reasonable satisfaction of the non-breaching Party prior to the expiration of the Cure Period. This Section 3.2 does not limit termination rights under other Sections of this Agreement.

3.3 Termination for Insolvency. Any Party may terminate this Agreement, and the Performing Party and the Receiving Party may terminate any executed SOW, without notice if any Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party (except for involuntary bankruptcies which are dismissed within sixty (60) days), or has a receiver or trustee appointed for substantially all of its property.

3.4 Termination Effect and Charges. No termination fees or penalties shall be payable by any Party in connection with any termination or expiration of this Agreement, any SOW, or the delivery of any Services, in any case in whole or in part, unless a SOW expressly designates a specific fee or expense ("Termination Charge"). Any such Termination Charges shall be each Party's sole and exclusive liability to the other Parties, and the terminating Party's sole and exclusive remedy from the other Parties, resulting from the terminating Party's exercise of its termination rights under this Agreement, and in no event shall a Party be liable for any other fees, penalties, liabilities, losses, costs, damages or expenses with regard to any Party's termination. Any Termination Charges payable by a Party shall be proportionately reduced to reflect any prior partial terminations.



#### 4. PRICES AND PAYMENT

4.1 Prices. Client shall pay Arete for Services pursuant to the prices and other related terms set forth in each executed SOW. Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest of 1% per month after the payment due date. The Client shall also reimburse Arete for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

#### 5. RELATIONSHIP BETWEEN PARTIES; NO RECOMMENDATIONS

5.1 Independent Contractor. The relationship between the Parties shall only be that of independent contractors. No Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Parties in any respect whatsoever. Personnel assigned by Performing Party to perform Services hereunder shall at all times remain employees of Performing Party and not employees of Client or Counsel.

5.2 No Partnership or Agency. The Parties hereto have not created a partnership and nothing contained in this Agreement or executed SOW shall be deemed or construed as creating a joint venture or partnership between the Parties, nor create any fiduciary relationship between them for any purpose whatsoever. Each Party agrees that it does not have, nor shall it hold itself out as having, any right, power, or authority to create any contract obligation, express or implied, on behalf of, in the name of, or binding upon the other and agrees not to undertake any action which would tend to mislead anyone in this regard. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of any Party.

5.3 Privileges. The communication of Arete and the Services performed by Arete will be protected, to the fullest extent legally possible, by the attorney-work-product and attorney-client communication privileges. The purpose of the Agreement and the Services performed hereunder is to enable Counsel to render legal advice to Client in anticipation of litigation or in connection with an internal compliance investigation. Accordingly, Arete's communications with Client and Counsel, Arete's work product, and all information and data received from Client or Counsel are covered by attorney-client privilege and/or attorney work product doctrine and shall be treated and regarded as Confidential Information and subject to the confidentiality requirements of Section 14. Arete agrees to work under the direct supervision, instruction and direction of Counsel.

5.4 No Recommendations. It is the policy of Arete that any payment of ransom is a last resort that should be considered only after a rigorous ransom impact assessment has been conducted and it has been determined that the Client has no other reasonable option. To the extent the Services include any ransomware negotiation, obtaining ransomware decryption key or validation of ransomware decryption key, bitcoin or other cryptocurrency payment, or similar ransomware services, Client and Counsel expressly acknowledge and agree that (a) Arete is performing the Services only at the request of and at the direction of Client and Counsel, (b) Arete's actions are solely for the facilitation of Services requested by Client and Counsel and (c) in no circumstances is Arete providing guidance, advice or recommendations to Client or Counsel related to Client's determination in how to respond to ransom requests and/or whether or how to pay any ransom requests.



## 6. ASSIGNMENT AND SUBCONTRACTING

6.1 Assignment. This Agreement shall be binding on, and for the benefit of, the Parties and their respective permitted successors and assigns. No Party may assign any of its rights under this Agreement, except with the prior written consent of the other Parties, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this Section 6.1.

6.2 Subcontractors. Performing Party may perform its obligations hereunder using one or more subcontractors, provided that the Performing Party remains responsible for the performance of such obligations in accordance with this Agreement and any executed SOW. Where Performing Party engages a subcontractor, the Performing Party shall ensure that the subcontractor adheres to the standards for protection of the Receiving Party's or Client's data as set forth in this Agreement.

## 7. INTELLECTUAL PROPERTY

7.1 Work Product. Subject to this Section 7, work product resulting from the Services performed by the Performing Party shall be the sole and exclusive property of Receiving Party.

7.2 Proprietary Materials. Performing Party may utilize in its performance of the Services its proprietary software programs and source code, ideas, concepts, trade secrets, know-how, tools, models, processes, methodologies and techniques that have been originated or developed by Performing Party (either before or during the provision of Services) or that have been purchased by or licensed to Performing Party, and/or any other concept, compilation or process eligible for federal copyright or patent protection (collectively, the "Performing Party Proprietary Materials"). Receiving Party and Client agree that Performing Party shall retain sole and exclusive right, title, and interest in and to all Performing Party Proprietary Materials. Receiving Party may: (i) modify existing Performing Party workflows; (ii) utilize enhanced Performing Party workflows developed by Performing Party; or (iii) develop new source code and computer programs (collectively, "Customized Code") to automate Services at the indicated cost, however, neither Receiving Party nor its Client shall own or have any rights to the Customized Code created or customized by Performing Party in performance of the Services other than as expressly set forth under this Section. If applicable, Performing Party shall be billed for the time to create or customize Customized Code used to enhance the Services being provided to Client. Additionally, Performing Party is under no obligation to support, upgrade, or otherwise maintain Customized Code unless otherwise expressly agreed in writing between the parties and subject to additional fees as agreed. Customized Code shall be licensed to the Receiving Party or Client under the same licensing terms, conditions and restrictions of any software license agreement between Receiving Party and Performing Party with which such Customized Code is utilized.

7.3 Trademarks. No Party shall use any service mark or trademark of the other Parties, or refer to any other Party in connection with any product, equipment, promotion, or publication without the prior written consent of the applicable Party.



## 8. NON-EXCLUSIVITY

This Agreement is not exclusive. Each Party reserves the right to contract with other firms, companies, partnerships, individuals, or any other entities during the Term of this Agreement and thereafter to provide or procure services of any kind, including services similar to the Services performed by the Performing Party hereunder.

## 9. DISCLAIMER OF WARRANTIES; WAIVER

9.1 Warranties. *Performing Party warrants that its personnel are adequately trained and competent to perform the Services, and the Services shall be performed in a professional manner in accordance with the applicable SOW and this Agreement. Except as expressly stated in this Agreement, Performing Party (including its affiliates, subcontractors and agents) and each of their respective employees, directors and officers makes no express or implied warranties with respect to any of the products, Services or customer reports, including but not limited to, any warranty of merchantability, fitness for a particular purpose, performance, suitability or non-infringement, or any warranty relating to third-party purchases.*

## 10. INDEMNIFICATION

10.1 Indemnify. Each Party each agrees to indemnify, defend and hold harmless the other Parties and their affiliates, directors, officers, partners, counsel and of-counsel, associates, employees, agents, successors and assigns (collectively, the “Other Party Indemnitees”) from and against all liabilities, losses, damages and costs (including reasonable attorneys’ fees) (collectively, “Losses”) they may suffer as the result of third party actions, judgments, claims, suits, or demands against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party; (b) the failure by the indemnifying Party to comply with applicable laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the indemnifying Party. The foregoing indemnification obligation shall not apply to Losses to the extent that such Losses result from or arise out of: (i) the gross negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the Other Party Indemnitees to comply with applicable laws; or (iii) any breach of this Agreement by the Other Party Indemnitees. The indemnified Party agrees to promptly notify the indemnifying Party in writing of any indemnifiable claim and give such indemnifying Party the opportunity to defend or negotiate a settlement of any such claim, at such indemnifying Party’s expense, in defending or settling such claim. Notwithstanding the foregoing, the indemnified Party may, at its own expense, assist in such defense if it so chooses. This Section 10.1 shall survive any expiration or termination of this Agreement.



10.2 Company Data. Each Party retains responsibility for compliance with all laws, regulations, or other authorities governing any data, information, materials, software, or other items of any nature provided by such Party to the other Parties in connection with this Agreement, or to which a Party provides access or authorizes the other Parties to access in connection with this Agreement (such data of Client, “Company Data”). Each Party represents and warrants that it has sufficient rights under applicable law to permit the other Parties to access, use or otherwise process any personal data it makes available to such other Parties. Counsel and Client will provide Performing Party with access and use of Company Data to the extent required to perform the Services under this Agreement or applicable SOW.

## 11. LIMITATION OF LIABILITY

11.1 General Liability. *Absent gross negligence or intentionally harmful acts on the part of a Party, in no event shall any Party’s aggregate liability (including any liability of its affiliates, or its or their directors, partners, counsel or of-counsel, associates, officers, employees, shareholders, vendors, subcontractors, representatives and agents) for damages arising under or in relation to this Agreement exceed the total amount paid or payable by Client under the Agreement, however caused, regardless of whether arising under contract, tort (including negligence), strict liability or otherwise, and regardless of whether such party knew, had reason to know or should have known of the possibility of such damages. This Section does not limit any Party’s indemnification obligations or any liability arising from a breach of the confidentiality provisions contained in Section 14 of this Agreement.*

11.2 Performance Liability. *Without limiting the generality or applicability of the foregoing, and absent a written disclaimer on that limitation set forth in an applicable SOW, Receiving Party shall not seek, and Performing Party shall not be liable for, any damages arising from or in relation to any actual or alleged failure by Performing Party to: (a) detect or identify any security or network threats to or vulnerabilities of Client’s networks or other facilities, assets, or operations; (b) prevent intrusions into or any damage to Client’s networks or other facilities, assets, or operations; or (c) meet or help Client meet any industry standard or any other requirements, including the payment card industry data security standard. In no event shall this Section 11.2 be deemed to have failed of its essential purpose, and Client shall not allege or claim the foregoing.*

11.3 Inherent Risk. Both Receiving Party and Client acknowledge and agree that, due to the nature of the Services, the provision of Services may cause, and Performing Party is not liable for, any disruptions of and/or damage to the information systems, or the information and data contained therein, of the Receiving Party, Client or any other third party. This includes any or all of the following:

1. loss or corruption of data;
2. denial of service resulting in downtime or loss of network connectivity in or at facilities, servers, workstations, network appliances, web applications, and web sites owned or operated by the Receiving Party, Client, or other third party;
3. the corruption of any server or workstation operating system;





4. the potential loss of data in the event that Performing Party determines that performance of its Services requires reload or reinstallation of an operating system on any server, workstation, or other appliance;
5. access to corporate user accounts;
6. viewing of data on network including email traffic, web traffic, and file transfer traffic;
7. any potential impact to production systems resulting in transaction loss; or
8. the potential compromise of any computer, server, workstation, or other system resulting from work performed by the Performing Party that may make any such device vulnerable to attack.

## 12. EXCLUSION OF CONSEQUENTIAL DAMAGES

*In no event shall any Party or their affiliates, or its affiliates, directors, partners, counsel or of-counsel, associates, officers, shareholders, employees, representatives and agents, vendors, subcontractors, be liable for any consequential, indirect, punitive, incidental or other special damages of any kind arising under or in relation to this Agreement, however caused, including loss of profits or revenue, work interruption, loss of data, increased cost of work, or any claims or demands against it by any other entity, regardless of whether arising under contract, tort (including negligence), strict liability or otherwise, and regardless of whether such party knew, had reason to know or should have known of the possibility of such damages. In no event shall this Section 12 be deemed to have failed of its essential purpose, and neither party shall allege or claim the foregoing. This Section does not limit any Party's indemnification obligations or any liability arising from a breach of confidentiality.*

## 13. COLLABORATION

13.1 Cooperation. Client agrees to comply with all reasonable requests from Performing Party that are necessary for it to perform the Services and to provide access to all documents, artifacts, systems, networks, computers, and any other Client information reasonably necessary for Performing Party to perform its duties under this Agreement. In providing Performing Party with access to such documents, artifacts, systems, networks, computers, and any other Client information, Counsel acknowledges and represents that it has the authority to provide Performing Party and, where applicable, its subcontractors with such access. Performing Party shall be entitled to rely upon any instructions by Counsel regarding this Agreement or the Services performed under any SOW. Performing Party agrees to comply with reasonable requests of Counsel in order for Performing Party to perform its duties under this Agreement. Client further acknowledges and agrees that in connection with a ransomware negotiation, it may be necessary to provide encrypted file samples to a third party to determine "proof of life" or proof of decryption capability. These files could contain personal data for which Client is solely responsible. By granting permission to Arete to upload encrypted file samples in connection with proof of life decryption validation, Client agrees to indemnify, defend, and hold harmless Arete as set forth in Section 10.1.

13.2 Reasonable Efforts. Performing Party agrees to use good faith and commercially reasonable efforts to avoid any damage to the information systems or data of Client or any third party, and, if possible, to provide Client and Counsel with advance notice of any activity for which there is a reasonable likelihood that such systems or data could be damaged.



## 14. CONFIDENTIAL INFORMATION

14.1 Identification. The party disclosing Confidential Information or otherwise deemed the owner of the Confidential Information is the conveyor (“Conveyor”) and the party receiving Confidential Information is the recipient (“Recipient”).

14.2 Confidential Information. For the purpose of this Agreement, confidential information means information relating to the Conveyor or its current or proposed business, Client’s data, including, but not limited to, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, hardware, methods, analyses, strategies, marketing plans, business plans, Derivative Materials (defined below), and other confidential information, whether provided or accessed orally, in writing, or by any other media, that was or will be provided or shown to, or obtained by, the Recipient. Confidential information also includes any information that is conspicuously marked or otherwise identified as confidential or proprietary at the time of disclosure; or should reasonably be understood by the Recipient to be confidential based upon the nature of the information disclosed or the circumstances of the disclosure (collectively, “Confidential Information”). Arete will be providing Services under the direction of Counsel as legal counsel to Client in anticipation of litigation or other legal proceedings, and/or for the purpose of assisting Counsel in providing legal advice or related legal services to Client, Arete shall cooperate with Counsel in protecting the Parties' communications and work product from disclosure under the attorney-client privilege, work product doctrine or other applicable privileges or protections. If in the course of examination of computers, telephones, or other electronic devices, digital storage media or other electronic media, software content or materials in any format, Arete observes or otherwise encounters what it believes to be illegal contraband, including but not limited to child pornography, Arete reserves the right to disclose such materials and all facts concerning such materials and discovery to civil and/or criminal law enforcement authorities, with or without prior notice to Client or Client’s legal counsel.

14.3 Derivative Materials. For the purpose of this Agreement, derivative materials mean all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of Confidential Information (the “Derivative Materials”).

14.4 Notification. The Conveyor shall identify Confidential Information disclosed orally within three (3) days of disclosure. The Conveyor’s failure to identify information as Confidential Information is not an acknowledgment or admission by the Conveyor that that information is not confidential, and is not a waiver by the Conveyor of any of its rights with respect to that information



14.5 Permitted Use and Disclosure. Recipient shall use Confidential Information only for the purpose of, and in connection with, (i) where Arete is the Recipient, to perform Services under the Agreement; and (ii) where Client and Counsel are the Recipients, to receive the benefit of the Services under this Agreement. Recipient may disclose Confidential Information to its directors, officers, employees, contractors, advisors, and agents (collectively, “Representatives”), so long as such individuals have a need to know in their work for Recipient in furtherance of the potential or continued business transaction or relationship and are bound by obligations of confidentiality at least as restrictive as those imposed on Recipient in this Agreement.

14.6 No Reverse Engineering. The Recipient or its representatives may not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Conveyor’s Confidential Information and that are provided to the Recipient under this Agreement.

14.7 Protection Period. The Recipient shall, and shall require its Representatives to, maintain the confidentiality and security of the Conveyor’s Confidential Information until the earlier of: (i) such time as all Confidential Information of the Conveyor disclosed under this Agreement becomes publicly known and is made generally available through no action or inaction of the Recipient or (ii) the fifth anniversary of the disclosure. However, to the extent that the Conveyor has disclosed information to the Recipient that constitutes a trade secret under law, the Recipient shall protect that trade secret for as long as the information qualifies as a trade secret.

14.8 Data Protection. Notwithstanding Section 10.2, Performing Party agrees and acknowledges that in the course of performing the Services it may possess in systems at Receiving Party’s facility electronically stored information (“Stored Information”) that satisfies the definition of Confidential Information. Performing Party agrees to use commercially reasonable efforts to protect such information from the access or acquisition of such data by an unauthorized third party. To the extent that the Performing Party utilizes the services of a subcontractor, Performing Party acknowledges that this Section 14 applies equally to any subcontractor and Performing Party warrants that any subcontractor will possess a level of security and data protection equal to the Performing Party.

14.9 Irreparable Harm. The Parties acknowledge that the Confidential Information under this Agreement may constitute unique, valuable and special trade secret and business information of the Conveyor, and that disclosure thereof may cause irreparable injury to the Conveyor. Accordingly, the Parties acknowledge and agree that monetary damages may not be adequate in the event of a default of this Section 14 by the Recipient and, therefore, that the Conveyor may be entitled to injunctive or other affirmative relief and/or to terminate this Agreement, without such constituting an election of remedies.

14.10 Return of Confidential Information. If a Conveyor requests, the Recipient shall, and shall cause each Recipient Representative to promptly (and no later than thirty (30) days after the request) return all Confidential Information to the Conveyor and destroy all Derivative Material and, within thirty (30) days of this destruction, provide a written certificate to the Conveyor confirming this destruction.



**14.10.1 Data Retention and Deletion for Incident Response Engagements.** In addition to any request made under Section 14.9 by Client as Conveyor for return and destruction of data, Client otherwise understands and agrees that Client data for incident response engagements will be maintained by Arete until thirty (30) days after the forensic investigation report is delivered to Counsel (or Client if no Counsel) or if no report is requested, thirty (30) days after the final forensics update call, at which time Arete will provide written notice to Counsel of project closure and the deadline to request return of data. After thirty (30) days, Arete will no longer be responsible for Client data and will have it deleted.

**14.10.2 Data Retention and Deletion for Data Mining Breach Notification Services Engagements.** In addition to any request made under Section 14.9 by Client as Conveyor for the return and destruction of data, Client otherwise understands and agrees that Client data for data mining breach notification services engagements will be maintained by Arete for sixty (60) days after the breach notification report is delivered to Counsel for Client as the project is complete. After sixty (60) days, data hosting charges will apply in accordance with the monthly per gb rate stated in the SOW.

14.11 Confidential Information Exclusions.

The obligations and restrictions of this Agreement do not apply to that part of the Confidential Information (excluding personal data) that the Recipient demonstrates:

- (a) was or becomes generally publicly available other than as a result of a disclosure by the Recipient in violation of this Agreement;
- (b) was or becomes available to the Recipient on a nonconfidential basis before its disclosure to the Recipient by the Conveyor, but only if:
  - (i) the source of such information is not bound by a confidentiality agreement with the Conveyor or is not otherwise prohibited from transmitting the information to the Recipient or a Recipient Representative by a contractual, legal, fiduciary, or other obligation; and
  - (ii) the Recipient provides the Conveyor with written notice of such prior possession either: (A) before the execution and delivery of this Agreement or (B) if the Recipient later becomes aware (through disclosure to the Recipient) of any aspect of the Confidential Information as to which the Recipient had prior possession, promptly on the Recipient so becoming aware; or
- (c) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, unless prohibited by law, the Recipient shall:



- (i) provide the Conveyor with prompt notice of any such request or requirement before disclosure so that the Conveyor may seek an appropriate protective order or other appropriate remedy; and
- (ii) provide reasonable assistance to the Conveyor in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Conveyor grants a waiver under this Agreement, then the Recipient may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Conveyor, the Recipient is legally compelled or otherwise required to disclose. The Recipient shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed;

- (d) or was developed by the Recipient independently without breach of this Agreement.

Notwithstanding any of the foregoing confidentiality provisions or other provisions herein to the contrary, Client and Counsel hereby agrees that any digital storage devices provided to Arete for examination or analysis may have previously existing damage or defects for which Arete is not responsible, and for which Arete assumes no liability. If at any time Arete becomes aware of or have reason to believe that any digital storage devices provided or made available to Arete contain contraband, for example contraband images, which we reasonably believe are unlawful to possess, we reserve the right to inform appropriate authorities.

## 15. LEGAL COMPLIANCE

To the extent the Services include any ransomware negotiation, obtaining ransomware decryption key or validation of ransomware decryption key, bitcoin or other cryptocurrency payment, or similar ransomware services, Arete will perform any applicable diligence required by the Office of Foreign Assets Control of the US Treasury Department, including utilizing the Specialty Designated Nationals and Blocked Persons List, and Arete will also perform any applicable diligence required of a Money Services Business by the Financial Crimes Enforcement Network, including utilizing Suspicious Activity Reports as part of its AML program. Notwithstanding the foregoing, Arete's obligations under this Section shall be limited to performing the applicable diligence, and any reporting required of it under applicable law. Any reporting obligations to the United States Federal Bureau of Investigations or any other obligations or compliance matters shall be the sole and exclusive obligation of Counsel and Client, and Client shall indemnify, defend and hold harmless Arete and its agents and representatives from any Losses resulting from the same.



## **16. ENTIRE AGREEMENT; MODIFICATIONS**

This Agreement, along with any SOW executed and incorporated herein by reference, contains the entire understanding and agreement between the Parties relating to the Services or the subject matter hereof, and supersedes all prior and collateral understandings, and agreements, if any, between the Parties (in any form, including written or oral). Each Party acknowledges and agrees that no representations, inducements, promises, understandings or agreements, orally or otherwise, have been made by either Party, or anyone acting on behalf of either Party, that is not contained in this Agreement, and that no other representation, inducement, promise, understanding or agreement not contained in this Agreement or subsequent SOW executed under this Agreement will be valid or binding. This Agreement is not subject to change or modification except by written agreement signed by the Parties.

## **17. GOVERNING LAW**

17.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the laws applicable therein, without reference to its principles of conflict of laws. All controversies or disputes arising out of this Agreement shall be heard in either the State of Florida courts residing in Palm Beach County, Florida or the U. S. District Court for the Southern District of Florida.

17.2 Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, all disputes, controversies or claims between the Parties arising under or in relation to this Agreement (a "Dispute") shall be settled, to the extent possible, by good faith negotiations within thirty (30) calendar days following a request by either Party for resolution of a Dispute.

## **18. PUBLICITY**

Any publicity or advertising in connection with the subject matter of this Agreement or executed SOW proposed by a Party shall be subject to the prior written approval of the other Parties, as applicable.

## **19. FORCE MAJEURE**

No failure or omission by the Parties in the performance of any obligation of this Agreement will be deemed a breach of this Agreement or create any liability if the same arises from any cause or causes beyond the control of the Parties, including, but not limited to, the following: acts of God; acts or omissions of any government; any rules, regulations or orders issued by any governmental authority or by any officer, department, agency or instrumentality thereof; fire; flood; storm; earthquake; accident; war; rebellion; insurrection; riot; and invasion ("Force Majeure Event"). The affected Party shall notify the other Parties of such Force Majeure Event as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such event. If the period of nonperformance due to a Force Majeure Event exceeds three (3) calendar days from receipt of the notice of the Force Majeure Event, then the non-affected Parties may terminate this Agreement immediately upon written notice to the affected Party.



## **20. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be ineffective only to the extent of such invalidity or unenforceable, and the remaining provisions of this Agreement shall not be affected thereby, and each such remaining provision of this Agreement will continue in full force and effect without being impaired or invalidated in any way.

## **21. NON-WAIVER**

The failure of a Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Parties shall not be deemed a waiver of that term, covenant, or condition. No Party's failure or neglect to enforce any of the rights under this Agreement will be deemed a waiver of that Party's rights.

## **22. SURVIVAL**

All provisions that logically ought to survive termination of this Agreement shall survive.

## **23. NOTICES**

Any notices required to be given under this Agreement by a Party to the others shall be in writing and shall be sent as follows (and shall be deemed to have been duly given as indicated in parenthesis in the following): (a) personally served (at the time of delivery); (b) pre-paid nationally recognized overnight courier service with evidence of receipt required for delivery (upon receipt as indicated by such evidence of receipt); (c) registered or certified mail, return receipt requested, postage prepaid (upon receipt, as indicated by such return receipt); or (d) e-mail with evidence of receipt and followed by delivery of a copy of the notice by first class mail (upon receipt); in all such cases addressed to the Parties at the addresses set forth below. Either Party may change its address to which said notice shall be delivered by giving written notice of such change to the other Party, as herein provided



Notice shall be provided to:

<p>Notices to Arete shall be sent to:</p> <p>Arete Advisors, LLC          4800 T-Rex Avenue, Suite 350          Boca Raton, FL 33431          Attention: Evelyn Minnick          Email: eminnick@areteir.com</p>	<p>Notices to Counsel shall be sent to:</p> <p>Thompson Hine LLP          3900 Key Center, 127 Public Square          Cleveland, OH 44114          Attention: Steve Stransky          Email: Steve.Stransky@ThompsonHine.com</p>
<p>Notices to Client shall be sent to:</p> <p>Village of Caledonia          5043 Chester Lane          Racine, WI 53402          Attention: Kathy Kasper          Email: Kasper1448@gmail.com</p>	

## 24. INTERPRETATION

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. Each Party hereto has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and consequently this Agreement shall be interpreted without reference to any rule or precept of law to the effect that any ambiguity in a document be construed against the drafter.

## 25. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts taken together shall constitute one and the same agreement. Signatures delivered by email or facsimile shall be effective.

## 26. ELECTRONIC SIGNATURES

The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**[SIGNATURE PAGE FOLLOWS]**





**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

<p><b>ARETE ADVISORS, LLC</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Evelyn Minnick</i></span>  <small>4F7CD8DA932746E...</small></p> <p>Evelyn Minnick  Chief Administrative Officer  Arete Advisors, LLC</p>  <p>Date: <u>7/14/2023</u></p>	<p><b>THOMPSON HINE LLP</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Steve Stransky</i></span>  <small>106EA9FBAA93459...</small></p> <p>Steve Stransky  Partner  Thompson Hine LLP</p>  <p>Date: <u>7/14/2023</u></p>   <p><b>VILLAGE OF CALEDONIA</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Kathy Kasper</i></span>  <small>80D0DEF9564842F...</small></p> <p>Kathy Kasper  Administrator  Village of Caledonia</p>  <p>Date: <u>7/14/2023</u></p>
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## **EXHIBIT A STATEMENT OF WORK**

This Statement of Work (“SOW”), dated July 14, 2023, is entered into pursuant to the Master Services Agreement (“Agreement”), dated July 14, 2023, and among Arete Advisors, LLC, a Florida limited liability company having a place of business at 4800 T-Rex Avenue, Suite 350, Boca Raton, FL 33431 (“Arete”), Thompson Hine LLP, a law firm having a place of business at 3900 Key Center, 127 Public Square, Cleveland, OH 44114 (“Counsel”), as counsel for and on behalf of Village of Caledonia, having a place of business at 5043 Chester Lane, Racine, WI 53402 (“Client”) (Arete, Counsel, and Client are each a “Party,” and collectively the “Parties”). All capitalized terms not otherwise defined in this SOW shall be defined as set forth in the Agreement.

### **1. Services.**

Overview: Arete Advisors will perform forensics investigative services including:

- Conduct a forensics analysis to determine scope of attack, whether there was exfiltration of data, and assure a clean bill of health.

#### **I. Incident Response Support**

- Arete will provide support for the overall Investigation effort including recommendations, validation of measures taken, review of architecture and security controls and malware specific mitigation measures.
- Provide client updates and coordination.

#### **II. Forensics Analysis Artifacts and Malware - Logs**

- Arete will perform analysis on the available email logs consisting of message trace logs, unified audit logs, and exchange logs looking for malicious behavioral patterns, evidence of compromise, indications of financial or wire fraud, rule creation, and evidence of access to and/or exfiltration of sensitive data.
- Arete will analyze one (1) email instance for evidence of threat actor behavior. This analysis is limited to one (1) M365 Email Tenant (“Tenant Environment”) or one (1) MS Exchange Server (“Exchange Environment”) only. Additional hours are required for analysis of any environment other than Tenant Environment or Exchange Environment.
- Arete will examine the mailboxes of up to three (3) identified compromised accounts within the Tenant Environment or Exchange Environment for phishing emails and external outbound email transfers. Additional hours are required for examination of activity beyond three (3) instances/transfers/ or accounts, including multiple frauds, multiple accounts, or wire transfers.

#### **III. OPTIONAL - Report of Findings**

- Arete’s analysis will include the production of a forensic update presentation and technical appendix to Client and Counsel, if requested by Counsel, containing the findings of the forensics investigation and security validation.
- Arete will produce a written report for an additional fee, if requested by Counsel.



#### IV. OPTIONAL - Targeted Message Extraction

- Only if requested by counsel, a report will be generated indicating MessageID's that were accessed (if available). Arete will perform a custom extraction to process and export the accessed messages for further review. Flat fee pricing for this service is as follows:
  - 0-50 GB of data: \$1,000
  - 51-100 GB of data: \$2,000
  - 100+ GB of data: custom quote
  - Under flat fee, up to 250 documents will be included for DBAS document review to identify and report on PII/PHI within identified extracted messages.

#### 2. Hourly Rates.

Arete shall perform all work at the **GAIG** discounted rate as detailed below:

Task	Notes	Rate/Hour	Hours Estimate	Task Price	Optional Task	Total with Optional
Business Email Compromise				\$5,900.00		\$5,900.00
OPTIONAL - Report of Findings					\$2,430.00	\$2,430.00
OPTIONAL - Targeted Message Extraction					\$2,000.00	\$2,000.00
Sub Total Labor				\$5,900.00	\$4,430.00	\$10,330.00
Project Management & Administration				\$420.00		\$420.00
	Estimated Labor			\$6,320.00	\$4,430.00	\$10,750.00
	Travel Expense at Cost			TBD if needed		
	Estimated Labor Cost			\$6,320.00	\$4,430.00	\$10,750.00
* Estimated Price is a time and materials estimate. Travel and Other Direct Costs (ODC) costs, if specified, are in addition to labor and are generally estimated to be less than 20% of the labor price. Travel hours will be billed at 50% of the labor rate. Our estimate is based upon information known at this time. We will not exceed estimated price without prior client written approval.						

3. Schedule for provision of Services and Deliverables. Work will commence on a mutually agreed upon date. All work to be completed on a time and materials basis shall be accompanied by an estimate.

4. Materials. Arete may purchase equipment, materials, software, and other non-labor items necessary for providing Services under a SOW ("Materials"). The Client and Counsel must first approve the purchase of any such Materials. The ownership of Materials purchased by Arete in connection with the Services performed under the SOW shall be set forth therein.



5. Travel and Expenses. Client, and not Counsel, shall reimburse Arete for pre-approved direct expenses reasonably incurred in connection with the performance of Services (“Expenses”). Arete shall keep records sufficient to substantiate all Expenses claimed.

6. Invoices. Invoices from Arete shall include a summary of all costs, fees, and/or Expenses to be reimbursed by Client. Invoices shall be sent via direct or electronic mail to the following point of contact:

**Client Point of Contact:**

Village of Caledonia 5043 Chester Lane Racine, WI 53402 Attention: Kathy Kasper Email: Kasper1448@gmail.com
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7. Payment. Unless otherwise specified herein, Arete shall submit invoices to Client for Services on a monthly basis. Such invoices shall be supported by appropriate documentation as required by the Client and Counsel. Client shall pay Arete for the Services performed within thirty (30) days of the date of invoice. Arete acknowledges and agrees that Counsel has no payment responsibilities under this Agreement and will look solely to Client for payment hereunder.

**Payment Obligations:**

Notwithstanding the foregoing, any failure to make such contact or obtain such approval from the Client’s insurance provider shall not provide any limitations to Arete’s right to collect payment under this SOW. Similarly, any failure of Client’s insurance provider to pay the applicable amounts to Arete, payment shall be Client’s sole and exclusive liability and Client shall promptly make any such payments directly to Arete upon a provider’s failure to pay.

Please remit payments to:

By Check:	By EFT:
Arete Advisors, LLC	Bank: Bank United N.A.
PO Box 27073	Routing Number: 267090594
Newark, NJ 07101	Account Number 9855408790

Late Payments: Except for invoiced payments that the Client has successfully disputed, all late payments shall bear interest of 1% per month after the payment due date. The Client shall also reimburse Arete for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys’ fees.



The following Arete point of contact shall be responsible for the billing and collection of payment by Client:

Arete Accounts Receivable  
Arete Advisors, LLC  
4800 T-Rex Avenue, Suite 350  
Boca Raton, FL 33431  
Email: AR@areteir.com

8. Taxes. The pricing set forth herein or otherwise provided by Arete under this Agreement for Services does not include applicable federal and state sales and use taxes (collectively "Taxes"). Arete will include Taxes as a separate line item in its invoice(s) to Client, and Client will pay all Taxes incurred or due under the Project.

**By checking this box, Client confirms it is a tax-exempt organization. Upon providing documentation confirming its tax-exempt status, Arete shall not include applicable taxes upon the Services provided.**

[SIGNATURE PAGE FOLLOWS]



**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

<p><b>ARETE ADVISORS, LLC</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Evelyn Minnick</i></span>  <small>4F7CD8DA932746E...</small></p> <p>Evelyn Minnick  Chief Administrative Officer  Arete Advisors, LLC</p>  <p>Date: <u>7/14/2023</u></p>	<p><b>THOMPSON HINE LLP</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Steve Stransky</i></span>  <small>106EA9FBAA93459...</small></p> <p>Steve Stransky  Partner  Thompson Hine LLP</p>  <p>Date: <u>7/14/2023</u></p>   <p><b>VILLAGE OF CALEDONIA</b></p>   <p>Signed: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">DocuSigned by: <i>Kathy Kasper</i></span>  <small>80D0DEF9564842F...</small></p> <p>Kathy Kasper  Administrator  Village of Caledonia</p>  <p>Date: <u>7/14/2023</u></p>
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