

VILLAGE BOARD MEETING AGENDA
Tuesday, October 24, 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 – October 10, 2023; Special Village Board – October 17, 2023
5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
6. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
 2. Approval of US Bank list
7. **Ordinances and Resolutions**
 - A. **Resolution 2023–110** – Resolution To Execute A Municipal Watermain & Storm Sewer Easement Agreement With Central Storage & Warehouse, LLC – 12725 4 Mile Road (*Caledonia Utility District 10/09/23 5,0*)
 - B. **Resolution 2023-111** - Resolution To Accept A Law Enforcement Mental Health And Wellness Grant From The U.S. Department Of Justice – Office Of Community Oriented Policing (*Village Board only*)
 - C. **Resolution 2023–112** – Resolution To Approve A Billing Services Agreement With EMS Management & Consultants, Inc. (*Village Board only*)
8. **New Business**
 - A. Attendance Policy for Village Board, Committee(s) and Commission(s) (*Legislative & Licensing Committee: 8/1/23; 8/29/23; Committee of the Whole: 9/26/23 laid over, 10/10/23 3,0*)
9. **Closed Session Items**
 - A. The Village Board will take up a motion to go into CLOSED SESSION for the following purpose(s): to discuss personnel issues as it pertains to specific employees, pursuant to Wis. Stat. Sec. 19.85(1)(c) and (f), Considering employment, promotion, compensation or performance evaluation data of public employees over which the governmental body has jurisdiction or exercises responsibility; and considering financial, medical, social or personal histories or disciplinary data of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data; specifically to discuss a personnel matter for employees in a Village department.
 - B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the item(s) discussed during the CLOSED SESSION and to move on to the remaining item(s) on this agenda or other agendas as posted.
10. **Adjournment**

**Village Board Meeting
October 10, 2023**

1 - Order

President Weatherston called the Village Board meeting to order at 6:00 p.m. at the Caledonia Fire Station 11, located at 6900 Nicholson Road.

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: None.

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

4 – Approval of Minutes

Village Board – September 26, 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 – Public Comment- Park Topic (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)

Judith Michel, 4318 Michel Court, also owner of the property located at 6127 STH 31, which is next to 6121 Hey 31, a property that has received many code violations. She reiterated the concerns she had six months prior and was hoping for an update.

Teri Nitka, 6744 Westlake Drive, requested that the Board consider there be a nuisance law for dirt bikes, especially for smaller lots.

Christopher Nitka, 6744 Westlake Drive, echoed his wife’s concerns.

6 – Committee Reports

6A - (Approval of A/P checks)

Village – \$ 2,602,800.47

Motion by Trustee Wishau to approve the A/P checks as presented for \$ 2,602,800.47. Seconded by Trustee Martin. Motion carried, unanimously.

7 – Ordinances and Resolutions

7A – Ordinance 2023–15 – An Ordinance To Create A New Section 12-1-9 And To Amend Title 12 Chapter 1, Relating To Permitting Dogs In The Park (Legislative & Licensing Committee 6/20/23 2,0; Parks and Rec Advisory Committee 6/12/23 5,0)

Motion by Trustee Martin to approve Ordinance 2023–15 – An Ordinance To Create A New Section 12-1-9 And To Amend Title 12 Chapter 1, Relating To Permitting Dogs In The Park (Legislative & Licensing Committee 6/20/23 2,0; Parks and Rec Advisory Committee 6/12/23 5,0). Seconded by Trustee McManus. Motion carried, unanimously.

7B – Resolution 2023–108 – Resolution Authorizing To Enter Into A Contract With The Wisconsin Humane Society For Humane Animal Control Services For 2024 (Village Board only)

Motion by Trustee Pierce to approve Resolution 2023–108 – Resolution Authorizing To Enter Into A Contract With The Wisconsin Humane Society For Humane Animal Control Services For 2024 (Village Board only). Seconded by Trustee Martin. Motion carried, unanimously.

7C – Resolution 2023–109 – Resolution Authorizing A Memorandum Of Understanding With The Wisconsin Elections Commission Regarding The Badger Books Electronic Poll Book (Village Board only)

Motion by Trustee Hammes to approve Resolution 2023–109 – Resolution Authorizing A Memorandum Of Understanding With The Wisconsin Elections Commission Regarding The Badger Books Electronic Poll Book (Village Board only). Seconded by Trustee Pierce. Motion carried, unanimously.

7D – Resolution 2023–100 – Resolution To Approve A Settlement Agreement With Darlene Daines For The 4 Mile Road Watermain And Sewer Assessment (Caledonia Utility District 09/01/23 5,0; Village Board 9/12/23 laid over)

Motion by Trustee Stillman to layover to the meeting in November. Seconded by Trustee Martin. Motion carried, unanimously.

7E – Resolution 2023–101 – Resolution To Approve A Settlement Agreement With Rebecca Keeku For The 4 Mile Road Watermain And Sewer Assessment (Caledonia Utility District 09/01/23 5,0; Village Board 9/12/23 laid over)

Motion by Trustee Stillman to layover to the meeting in November. Seconded by Trustee Martin. Motion carried, unanimously.

7F – Resolution 2023–102 – Resolution To Approve A Settlement Agreement With William & Judith Hurtienne For The 4 Mile Road Watermain And Sewer Assessment (Caledonia Utility District 09/01/23 5,0; Village Board 9/12/23 laid over)

Motion by Trustee Stillman to layover to the meeting in November. Seconded by Trustee Martin. Motion carried, unanimously.

8 – New Business

8A – 2024 Proposed Budget

Changes were made as discussed during the budget sessions. The next step will be the public hearing set for November 14th.

9 – Closed Session Items

9A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e) Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to confer with legal counsel regarding the acquisition of interests in land necessary as set forth under Resolution No. 2019-117 - Relocation Order of the Village of Caledonia affecting properties in the Tax Incremental District #4 and providing for the extension of sanitary sewer facilities project in the Village.

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

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

9B. Reconvene into open to consider any motions on the items discussed during the closed session, including to authorize the expenditure of funds for the costs associated with finalizing the land acquisitions and to acquire the land interests necessary for the project, including the issuance of jurisdictional offers, completing the purchases and if necessary, the issuance of award of damages, and to move to remaining items on the agenda as posted.

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

Motion by Trustee Martin to authorize the issuance of jurisdictional offers and awards of damages to complete the acquisition of land interests necessary for the project as discussed in closed session. Seconded by Trustee McManus. Motion carried unanimously.

10 – Adjournment

President Weatherston adjourned the meeting at 6:32 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

**Special Village Board Meeting
October 17, 2023**

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

Absent Trustee Stillman and Trustee Wishau were excused.

Staff/Others: Administrator Kathy Kasper, Village Attorney/HR Manager Tyler Helsel, Finance Director Wayne Krueger.

1. Call the meeting to order

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

2. The Village Board will take up a motion to go into CLOSED SESSION for the following purpose(s): to discuss personnel issues as it pertains to specific employees, pursuant to Wis. Stat. Sec. 19.85(1)(c) and (f), Considering employment, promotion, compensation or performance evaluation data of public employees over which the governmental body has jurisdiction or exercises responsibility; and considering financial, medical, social or personal histories or disciplinary data of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data; specifically to discuss a personnel matter for employees in a Village department.

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

Trustee Pierce – aye

Trustee Hammes – aye

Trustee McManus – aye

President Weatherston – aye

Trustee Martin – 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 Martin 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 6:31p.m.

Respectfully submitted,

Kathryn Kasper, Village Administrator

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ994091823	FUEL FOR CFD VEHICLES	09/26/2023	1,246.21	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,246.21	
ACH - WE ENERGIES							
General Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	954.03	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	1,836.84	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	218.55	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	2,413.99	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	328.47	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	1,159.18	100-90-64290 Street Lighting
Cemetery Fund	380	ACH - WE ENERGIES	4762578304	BILLING PERIOD 9/5/2023 TO 10	10/06/2023	17.10	220-00-64140 Utilities
Total ACH - WE ENERGIES:						6,928.16	
AERO COMPRESSED GASES							
General Fund	29	AERO COMPRESSED GASES	473418	OXYGEN FOR MEDICAL USE	10/11/2023	191.37	100-35-64280 Medical Supplies
General Fund	29	AERO COMPRESSED GASES	473941	OXYGEN FOR MEDICAL USE	10/11/2023	47.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						238.87	
AMPLIFY GRAPHICS & BRANDING							
General Fund	2127	AMPLIFY GRAPHICS & BRANDI	173998	SEP-23; SERVICE CONTRACT C	10/10/2023	178.23	100-43-62100 Contracted Services
Total AMPLIFY GRAPHICS & BRANDING:						178.23	
ARAMARK							
General Fund	128	ARAMARK	6140257258	OCT-23; RUG DELIVERY - VILLA	10/04/2023	346.47	100-43-62100 Contracted Services
Total ARAMARK:						346.47	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	23-PV-073	10/11/2023 OVERPAID PERMIT F	10/11/2023	75.00	100-00-44310 Engineering Permits/Fees
Total BUILDING PERMIT REFUND VENDOR:						75.00	
BUY RIGHT, INC.							
General Fund	273	BUY RIGHT, INC.	14873-413590	ANTIFREEZE/WASHER FLUID	10/03/2023	64.56	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	413812	OIL CHANGE M-11	10/11/2023	70.33	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	414291	COOLANT FOR E-32	10/18/2023	47.48	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	414490	FUSE FOR M-11	10/18/2023	3.43	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	414513	CASE OF COOLANT FOR INVEN	10/18/2023	77.94	100-35-63200 Fuel, Oil, Fluids

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	273	BUY RIGHT, INC.	414552	OIL FILTER FOR M-32	10/18/2023	18.54	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	414740	FUSE FOR M-32	10/18/2023	3.43	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	414742	BATTERY FOR M-32	10/18/2023	182.79	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	414794	RELAY FOR T-12	10/18/2023	15.57	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						484.07	
CALEDONIA FEED & SUPPLY							
General Fund	276	CALEDONIA FEED & SUPPLY	58408	GRASS SEED	09/29/2023	416.25	100-41-64090 Road Maintenance Materials
Total CALEDONIA FEED & SUPPLY:						416.25	
CLARK DIETZ, INC.							
Capital Projects Fund	9230	CLARK DIETZ, INC.	438915	SEP-23; CONSULTING SERVICE	10/11/2023	687.50	400-70-66100 Park Improvements
Total CLARK DIETZ, INC.:						687.50	
CLEANCO RACINE, INC							
General Fund	9021	CLEANCO RACINE, INC	8414	OCT-23; DPW BUILDING CLEAN	10/16/2023	615.48	100-41-62100 Contracted Services
General Fund	9021	CLEANCO RACINE, INC	8415	10/15/2023 CLEANING SERVICE	10/15/2023	910.00	100-43-62100 Contracted Services
Total CLEANCO RACINE, INC:						1,525.48	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	562143	KITCHEN PAPER TOWEL	10/05/2023	27.14	100-43-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	564724	GARBAGE BAGS	10/11/2023	39.06	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	565574	GARBAGE BAGS	10/11/2023	40.23	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	567336	RETURN OF GARBAGE BAGS T	10/18/2023	-39.06	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	569363	VELCRO	10/18/2023	32.83	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	569363	HARDWOUND PAPER TOWEL	10/18/2023	88.58	100-35-64100 Janitorial Supplies
Total COMPLETE OFFICE OF WISCONSIN:						188.78	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	46000502	4002.0 GAL UNLEAD GAS	10/10/2023	11,141.57	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						11,141.57	
EMS MANAGEMENT & CONSULTANTS, INC.							
General Fund	9299	EMS MANAGEMENT & CONSUL	EMS-000358	AUG-23; EMS BILLING CONTRA	08/31/2023	1,977.54	100-35-61000 Professional Services
General Fund	9299	EMS MANAGEMENT & CONSUL	EMS-001089	SEP-23; EMS BILLING CONTRA	09/30/2023	738.57	100-35-61000 Professional Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total EMS MANAGEMENT & CONSULTANTS, INC.:						2,716.11	
FIRE SERVICE INC.							
General Fund	3900	FIRE SERVICE INC.	WI-9495	OVERFLOW TANK CAP FOR E-1	10/11/2023	75.32	100-35-63300 Vehicle Repairs & Maintenance
Total FIRE SERVICE INC.:						75.32	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	86214	TID 5 CENTRAL LIFT STATION	09/28/2023	36,382.57	415-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						36,382.57	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15329	#206 OIL CHANGE	10/03/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15331	#213 OIL CHANGE	10/03/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15332	#216 OIL CHANGE	10/03/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15367	#214 OIL CHANGE	10/12/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	84566	#215 OIL CHANGE'	10/16/2023	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						298.70	
IBD LLC							
General Fund	828	IBD LLC	100695295	VEHICLE BATTERIES	10/11/2023	291.90	100-35-63300 Vehicle Repairs & Maintenance
Total IBD LLC:						291.90	
IMAGE MANAGEMENT LLC							
General Fund	835	IMAGE MANAGEMENT LLC	IMA1265F	WEBSITE PROGRAMING; UPDA	10/17/2023	237.50	100-90-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:						237.50	
INTERIOR INVESTMENTS LLC							
Capital Projects Fund	9290	INTERIOR INVESTMENTS LLC	186040-DEPO	PROJECT 130-258; PROPOSAL	10/17/2023	199,100.00	400-75-65025 PSB-Village Sourced Bldg Impr
Total INTERIOR INVESTMENTS LLC:						199,100.00	
KORTENDICK HARDWARE							
General Fund	1096	KORTENDICK HARDWARE	160880	DRILL BIT AND COUPLING NUT	10/03/2023	14.92	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	160888	ORANGE RATCHET STRAPS	10/03/2023	17.99	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	161008	FILLER CAP FOR E-11 SAW	10/11/2023	12.09	100-35-64250 Equipment Repairs & Maintenanc
General Fund	1096	KORTENDICK HARDWARE	161035	VELCRO FOR SQUADS	10/10/2023	10.78	100-30-63300 Vehicle Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	161071	STIHL BACKPACK BLOWERS F	10/18/2023	1,507.95	100-35-64110 Small Equipment

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total KORTENDICK HARDWARE:						1,563.73	
LANGE ENTERPRISES, INC.							
General Fund	1135	LANGE ENTERPRISES, INC.	85232	BLANK SIGN MATERIALS	10/09/2023	2,023.80	100-41-64090 Road Maintenance Materials
General Fund	1135	LANGE ENTERPRISES, INC.	85233	SUBDIVISION SIGNS - THE GLE	10/10/2023	879.65	100-23163-077 Glen At Waters Edge/6020 Erie
Total LANGE ENTERPRISES, INC.:						2,903.45	
MAYER REPAIR							
General Fund	1260	MAYER REPAIR	19964S	REPAIRS FOR E-11	10/19/2023	2,274.94	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:						2,274.94	
MECHANICAL MASTERS, INC							
General Fund	9288	MECHANICAL MASTERS, INC	9562	REPAIR PUMPS	10/11/2023	970.22	100-90-60000 Insurance Deductible/Stop Loss
Total MECHANICAL MASTERS, INC:						970.22	
MEDPRO MIDWEST GROUP							
General Fund	1268	MEDPRO MIDWEST GROUP	00021191	Q3-23; QTRLY BILLING FOR CO	10/04/2023	294.50	100-35-64250 Equipment Repairs & Maintenanc
General Fund	1268	MEDPRO MIDWEST GROUP	00021196	COT SERVICE; FUEL CHARGE	10/11/2023	49.00	100-35-62100 Contracted Services
Total MEDPRO MIDWEST GROUP:						343.50	
MENARDS RACINE							
General Fund	1281	MENARDS RACINE	73718	BRAKE CLEANER & CLIPS	09/28/2023	134.65	100-41-64070 Work Supplies
Total MENARDS RACINE:						134.65	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6344444	TORK PAPER TOWEL, ANGEL S	10/04/2023	235.48	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6344845	HIGH DENSITY CAN LINERS, A	10/05/2023	158.71	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						394.19	
NATIONAL INSURANCE SERVICES							
General Fund	1381	NATIONAL INSURANCE SERVIC	CALDVIL-04	Q4-23 MEDICAL CONSULTING F	10/10/2023	9,562.50	100-90-62100 Contracted Services
Total NATIONAL INSURANCE SERVICES:						9,562.50	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	83806	VILLAGE HALL; REPLACEMENT	10/16/2023	3,719.28	100-90-64320 IT Infrastructure

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	83806	PSB; UPS, BATTERIES, RACK M	10/16/2023	11,168.19	400-75-65025 PSB-Village Sourced Bldg Impr
General Fund	1071	ONTECH SYSTEMS, INC	84190	SEP-23; MONTHLY DATA CLOU	10/16/2023	1,035.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	84203	OCT-23; DIRECT IT TICKET SUP	10/16/2023	5,444.70	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:						21,367.17	
PATS SERVICES INC.							
General Fund	1462	PATS SERVICES INC.	992571	10/18/2023 PUMP MOUND AND	10/04/2023	880.00	100-90-60000 Insurance Deductible/Stop Loss
Total PATS SERVICES INC.:						880.00	
PAUL CONWAY SHIELDS							
General Fund	1466	PAUL CONWAY SHIELDS	0512524	WORK GLOVES	10/04/2023	570.00	100-35-64070 Work Supplies
General Fund	1466	PAUL CONWAY SHIELDS	0513127	NEW FF HELMETS	10/18/2023	1,980.00	100-35-64070 Work Supplies
Total PAUL CONWAY SHIELDS:						2,550.00	
PAYNE & DOLAN, INC.							
General Fund	1474	PAYNE & DOLAN, INC.	1895930	326.94 TN TB	10/09/2023	4,168.50	100-41-64090 Road Maintenance Materials
General Fund	1474	PAYNE & DOLAN, INC.	1896063	.53 TN HOT MIX	10/09/2023	36.23	100-41-64090 Road Maintenance Materials
General Fund	1474	PAYNE & DOLAN, INC.	1897554	217.32 TN 3/4 TB	10/12/2023	2,770.86	100-41-64090 Road Maintenance Materials
General Fund	1474	PAYNE & DOLAN, INC.	1897728	2.10 TN HOT MIX	10/12/2023	137.44	100-41-64090 Road Maintenance Materials
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253778-02	2023 PAVING PROJECT PHASE	10/03/2023	286,397.56	400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:						293,510.59	
PETE'S CRETE II, LLC							
Capital Projects Fund	9302	PETE'S CRETE II, LLC	INV-231	MAPLE PARK CONCRETE SLAB	09/20/2023	23,301.00	400-70-66100 Park Improvements
Total PETE'S CRETE II, LLC:						23,301.00	
PETTY CASH							
General Fund	1493	PETTY CASH	10162023	PETTY CASH REPLENISHMENT	10/16/2023	158.88	100-30-64070 Work Supplies
Total PETTY CASH:						158.88	
PRIME MEDIA							
General Fund	9191	PRIME MEDIA	0246234-IN	SQUAD PAPER	10/10/2023	331.20	100-30-64070 Work Supplies
Total PRIME MEDIA:						331.20	
PRUITT, EKES & GEARY, SC							
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	HINTZ BIOSOLIDS STORAGE	10/05/2023	1,096.20	100-90-61100 Legal Fees

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	MUNICIPAL PROSECUTIONS-PL	10/05/2023	208.80	100-90-61110 Attorney - Municipal Court
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	POLICE AND FIRE COMMISSIO	10/05/2023	870.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	CSM OR OTHER REIMBURSABL	10/05/2023	34.80	100-90-61100 Legal Fees
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3190	TID 4	10/05/2023	783.00	414-00-61000 Professional Services
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3190	TID 4 - CALEDONIA PROSPECT	10/05/2023	191.40	414-00-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	SCANNELL	10/05/2023	295.80	100-23163-043 Scannel Properties 499-DeBack
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	DOUGLAS AVE.	10/05/2023	34.80	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	BEAR/NEWPORT DEVELOPME	10/05/2023	539.40	100-23163-096 Bear/Newport
TID #4 Fund	1534	PRUITT, EKES & GEARY, SC	3190	ASHLEY CAPITAL - SOUTH HILL	10/05/2023	139.20	414-00-61000 Professional Services
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	ORDINANCES, RESOLUTIONS	10/05/2023	330.60	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	CONTRACT REVIEW NEGOTIAT	10/05/2023	522.00	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	OPINIONS/LEGAL INTERPRETA	10/05/2023	1,161.50	100-90-61100 Legal Fees
General Fund	1534	PRUITT, EKES & GEARY, SC	3190	GENERAL LITIGATION AND HEA	10/05/2023	104.40	100-90-61100 Legal Fees
Total PRUITT, EKES & GEARY, SC:						6,311.90	
RACINE COUNTY							
General Fund	1548	RACINE COUNTY	CALEDONIA S	4TH QUARTER 2023 -CALEDONI	10/03/2023	40,652.00	100-31-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	CALEDONIA S	4TH QUARTER 2023 -CALEDONI	10/03/2023	40,652.25	100-35-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	NORTH BAY S	4TH QUARTER 2023 -NORTH BA	10/03/2023	1,283.50	100-35-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	WIND POINT S	4TH QUARTER 2023 - WIND POI	10/03/2023	7,701.75	100-35-62200 Community Dispatch Services
Total RACINE COUNTY:						90,289.50	
RACINE COUNTY TREASURER							
General Fund	1561	RACINE COUNTY TREASURER	SEPTEMBER 2	SEPTEMBER 2023 COURT FINE	10/05/2023	3,398.90	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:						3,398.90	
RAY O'HERRON							
Capital Projects Fund	9176	RAY O'HERRON	2300684	AMMUNITION	10/13/2023	128.50	400-30-65030 Equipment
Total RAY O'HERRON:						128.50	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00054750	BLOWER MOTOR	10/12/2023	66.63	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						66.63	
RELIABLE DOOR AND DOCK, INC.							
Capital Projects Fund	9303	RELIABLE DOOR AND DOCK, IN	PAY APP 1 RE	PSB OVERHEAD DOORS	09/29/2023	86,400.00	400-90-65020 PSB - Riley Construction

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total RELIABLE DOOR AND DOCK, INC.:						86,400.00	
RELIANT FIRE APPARATUS, INC.							
Capital Projects Fund	1619	RELIANT FIRE APPARATUS, INC	I23-22710	REPLACEMENT FIRE ENGINE;	09/22/2023	812,491.00	400-35-65040 Equipment-Vehicles
Total RELIANT FIRE APPARATUS, INC.:						812,491.00	
ROSE PEST SOLUTIONS							
General Fund	1701	ROSE PEST SOLUTIONS	3488251	OCT-23; MONTHLY PEST CONT	10/10/2023	65.00	100-30-62100 Contracted Services
Total ROSE PEST SOLUTIONS:						65.00	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8004963121	SEP-23; MONTHLY SHRED TOT	10/18/2023	61.77	100-35-62100 Contracted Services
Total SHRED-IT USA:						61.77	
SIRCHIE FINGER PRINT LABS							
General Fund	1808	SIRCHIE FINGER PRINT LABS	0613701-IN	SWABS	10/09/2023	95.31	100-30-64070 Work Supplies
General Fund	1808	SIRCHIE FINGER PRINT LABS	0614328-IN	DRUG TESTING KITS	10/12/2023	199.92	100-30-64070 Work Supplies
Total SIRCHIE FINGER PRINT LABS:						295.23	
STATE OF WISCONSIN							
General Fund	1861	STATE OF WISCONSIN	SEPTEMBER 2	SEPTEMBER 2023 COURT FINE	10/05/2023	10,568.72	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:						10,568.72	
STREICHERS							
General Fund	1895	STREICHERS	11657749	OFC SEPANSKI UNIFORM	10/02/2023	409.93	100-30-50280 Clothing Allowance
General Fund	1895	STREICHERS	11657756	OFC SEPANSKI UNIFORM	10/02/2023	59.99	100-30-50280 Clothing Allowance
Total STREICHERS:						469.92	
STRUCKN DESIGN							
Capital Projects Fund	9199	STRUCKN DESIGN	1848	GRAPHICS FOR SQUADS 208, 2	10/04/2023	2,175.00	400-30-65040 Equipment-Vehicles
Total STRUCKN DESIGN:						2,175.00	
STRYKER SALES CORPORATION							
Capital Projects Fund	8	STRYKER SALES CORPORATIO	9204672381	JUL-23 TO JUL-24; DATA SERVI	10/05/2023	444.60	400-35-65030 Equipment
Capital Projects Fund	8	STRYKER SALES CORPORATIO	9204717746	CABLES FOR NEW DEFIB	10/05/2023	780.06	400-35-65030 Equipment

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Capital Projects Fund	8	STRYKER SALES CORPORATIO	9204751012	NEW DEFIB ATTACHMENTS	10/11/2023	2,741.23	400-35-65030 Equipment
Donation Fund	8	STRYKER SALES CORPORATIO	9204765499	BATTERIES FOR THE LIFEPAK	10/11/2023	1,794.38	250-35-64916 Fire - ARPA Funding Expenses
Total STRYKER SALES CORPORATION:						5,760.27	
TYLER TECHNOLOGIES, INC.							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114832	OCTOBER 2023 INSTALLMENT	10/09/2023	7,083.34	100-90-62100 Contracted Services
Total TYLER TECHNOLOGIES, INC.:						7,083.34	
VON BRIESEN & ROPER SC							
TID #4 Fund	2091	VON BRIESEN & ROPER SC	438905	TID 4 - SPECIAL ASSESSMENT -	10/12/2023	157.50	414-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:						157.50	
WI DEPT OF JUSTICE-TIME							
General Fund	2142	WI DEPT OF JUSTICE-TIME	455YIME-0000	Q4-23; QUARTERLY TIME ACCE	10/10/2023	626.25	100-30-62100 Contracted Services
Total WI DEPT OF JUSTICE-TIME:						626.25	
WOLTER INC							
General Fund	2198	WOLTER INC	522340446	VILLAGE HALL GENERATOR RE	08/23/2023	2,083.53	100-43-64250 Equipment Repairs & Maintenanc
Total WOLTER INC:						2,083.53	
Grand Totals:						1,651,237.67	

PAYMENT TOTALS BY FUND

Capital Projects Fund	\$1,425,814.64
Cemetery Fund	\$ 17.10
Donation Fund	\$ 1,794.38
General Fund	\$ 185,957.88
TID #4 Fund	\$ 1,271.10
TID #5 Fund	\$ 36,382.57
TOTALS	\$1,651,237.67

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD							
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-5156421-7	PAPER	100-41-64030 Office Supplies	40.43
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-5156421-7	PAPER	100-42-64030 Office Supplies	40.43
General Fund	2434	US BANK CORPORATE CARD	UPS	12308251761B	UPS SHIPPING; STEALTHSTAT	100-30-64040 Postage & Shipping	36.07
General Fund	2434	US BANK CORPORATE CARD	STAPLES	9914256261	HEADPHONES, DRY ERASE, PA	100-30-64030 Office Supplies	288.59
General Fund	2434	US BANK CORPORATE CARD	UPS	000000F5A536	POSTAGE TO MAIL PACKAGE	100-35-64040 Postage & Shipping	7.88
General Fund	2434	US BANK CORPORATE CARD	RACINE AREA MANUFACTURES	09212023 - AN	RAMAC ANNUAL MTG REG; KK	100-13-51300 Education/Training/Confe	87.62
General Fund	2434	US BANK CORPORATE CARD	RACINE AREA MANUFACTURES	09212023 - AN	RAMAC ANNUAL MTG REG; TW	100-10-51320 Memberships/Dues	87.62
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2951678-2	FLUID LEVEL GAUGE	100-41-63300 Vehicle Repairs & Mainte	35.62
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-3415751-6	10X13 ENVELOPES	100-42-64030 Office Supplies	47.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7550780-7	ULTRASONIC CLEANER FOR M	100-35-64110 Small Equipment	269.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7550780-7	CEILING LIGHT FIXTURE, BULB	100-35-64240 Building Repairs & Mainte	38.77
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7550780-7	SCRUB SPONGES, DISH RACK	100-35-64100 Janitorial Supplies	32.92
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-9605275-5	TRUSTEE LAPTOPS (7)	100-10-64190 Miscellaneous Expenses	3,183.04
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	71848	1 - 30 YD CONTAINER	241-00-62800 Waste Disposal	465.00
General Fund	2434	US BANK CORPORATE CARD	MILWAUKEE TRACTOR & EQUIP	IM10313	TRACTOR PARTS MISC	100-41-63300 Vehicle Repairs & Mainte	130.33
General Fund	2434	US BANK CORPORATE CARD	US POSTAL SERVICE	POSTAGE 8-2	SURVEY EQUIP SHIPPING	100-42-64250 Equipment Repair	12.19
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-3644219-7	POST IT NOTE DISPENSER	100-30-64030 Office Supplies	13.15
General Fund	2434	US BANK CORPORATE CARD	LOCAL GOVERNMENT EDUCATI	IN-774811	2023 PRESIDENTIAL ELECTION	100-12-51300 Education/Training/Confe	179.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-2353145-8	ADDRESS LABELS	100-30-64030 Office Supplies	26.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-2451788-5	INDUSTRIAL LUMBER MARKIN	100-40-64070 Work Supplies	13.80
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6341879-3	E-11 STRUT	100-35-63300 Vehicle Repairs & Mainte	14.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-9139214-6	HOSE ROLLER CHARGER	100-35-64250 Equipment Repairs & Mai	44.46
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-3476737-6	SPINNER KNOB	100-41-63300 Vehicle Repairs & Mainte	19.49
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	50716462	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	139.74
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	G61115	CONDUIT	100-41-64090 Road Maintenance Materi	17.99
General Fund	2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	ID-408045	MIS AUTO PARTS	100-41-63300 Vehicle Repairs & Mainte	438.09
General Fund	2434	US BANK CORPORATE CARD	QUILL CORP	107709318	LABEL MAKER, BINDER CLIPS	100-30-64030 Office Supplies	59.87
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-3329321-7	LEGAL PADS	100-40-64030 Office Supplies	25.48
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7572724-8	PRINTER INK	100-41-64030 Office Supplies	70.98
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	71907	3 - 30 CU YD CONTAINERS	241-00-62800 Waste Disposal	1,395.00
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536908142	INTERNET SERVICES 8/14/23-9/	500-00-64150 Communication Services	89.99
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536908142	INTERNET SERVICES 8/14/23-9/	501-00-64150 Communication Services	89.99
General Fund	2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	106689	MOWER PARTS	100-41-63300 Vehicle Repairs & Mainte	337.58
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-7817193-7	PAPER CLIPS, BALL POINT PEN	100-13-64030 Office Supplies	374.99
Water Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	113-4099751-5	GPS RECEIVERS-2	500-18701-107 CIP - Meters	99.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	11-7817193-70	BALANCE OF ORDER (SIGN HE	100-13-64030 Office Supplies	27.06
General Fund	2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	301221	1 TON TRUCK TIRES	100-41-63300 Vehicle Repairs & Mainte	1,580.00
General Fund	2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20230	AUG-23; MONTHLY TLO CHARG	100-30-62100 Contracted Services	101.60
General Fund	2434	US BANK CORPORATE CARD	THE WEBSTAUANT STORE	89394576	KITCHEN SUPPLIES ST. 11	100-35-64070 Work Supplies	90.07
General Fund	2434	US BANK CORPORATE CARD	UNIFIRST CORPORATION	AUG-23; 14297	AUG-23; RAGS AND COVERALL	100-41-62100 Contracted Services	229.72

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0603801-6	NOTEPADS	100-40-64070 Work Supplies	34.67
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	113-0402310-6	APPOINTMENT BOOKS	100-40-64070 Work Supplies	86.36
Water Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	113-5076174-4	LAPTOP CHARGERS-2	500-00-64070 Work Supplies	63.29
General Fund	2434	US BANK CORPORATE CARD	WALTER CURTIS COMPANY	33062	BADGE, LANYARD, STAND; ENG	100-30-64070 Work Supplies	54.00
General Fund	2434	US BANK CORPORATE CARD	AT & T	414R05002108	08/13/2023 COMMUNICATION S	100-43-64150 Communication Services	395.02
General Fund	2434	US BANK CORPORATE CARD	HALLMAN LINDSAY PAINTS	E0172694	PAINT SPRAYER PARTS	100-41-64090 Road Maintenance Materi	298.71
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-3336533-0	PUB-ED SUPPLIES	100-35-64070 Work Supplies	95.70
General Fund	2434	US BANK CORPORATE CARD	POSITIVE PROMOTIONS	29173045	PUB ED AND OPEN HOUSE SU	100-35-64070 Work Supplies	511.61
General Fund	2434	US BANK CORPORATE CARD	GROVE OUTDOOR POWER	33008	SAW PARTS	100-41-64250 Equipment Repairs & Mai	234.57
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	G65768	MECHANIC SUPPLIES	100-41-63300 Vehicle Repairs & Mainte	71.06
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051033	0.57 TN COLD PATCH	100-41-64090 Road Maintenance Materi	99.18
General Fund	2434	US BANK CORPORATE CARD	ANDERSON TRAILERS, LLC	095312	TRAIL JACK WHEEL	100-41-64250 Equipment Repairs & Mai	22.66
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-9045538-8	PUB-ED SUPPLIES FOR OPEN	100-35-64070 Work Supplies	31.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7732168-4	FUEL PUMP	100-41-63300 Vehicle Repairs & Mainte	63.02
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2579968	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	199.80
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	51702542	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	446.04
General Fund	2434	US BANK CORPORATE CARD	PAYPAL POLICE	70S-31777	CANON LENS	100-30-64070 Work Supplies	1,171.45
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	71966	1 - 30 CU YD CONTAINER	241-00-62800 Waste Disposal	465.00
General Fund	2434	US BANK CORPORATE CARD	ARAMARK	860112340083	AUG-23; UNIFORMS	100-35-62100 Contracted Services	651.39
General Fund	2434	US BANK CORPORATE CARD	RITTERTECH	D00605001	CRIMP HOSE ASSEMBLY	100-41-64070 Work Supplies	269.21
Sewer Utility Fund	2434	US BANK CORPORATE CARD	CUMMINS SALES AND SERVICE	F6-61435	CADDY VISTA GENERATOR MAI	501-00-64250 Equipment Repairs & Mai	995.62
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051088	0.56 TN COLD PATCH	100-41-64090 Road Maintenance Materi	97.44
Sewer Utility Fund	2434	US BANK CORPORATE CARD	INSTRUMART	SO641862; SA	SC641862; SALES TAX REFUND	501-00-64240 Building Repairs & Mainte	-92.55
General Fund	2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR0245	SEP-23; WISCONSIN ONLINE B	100-11-61000 Professional Services	91.00
General Fund	2434	US BANK CORPORATE CARD	HARBOR FREIGHT	01342664	ORGANIZERS FOR NEW EVIDE	100-30-64070 Work Supplies	33.56
General Fund	2434	US BANK CORPORATE CARD	GLACIER CANYON LLC	05388617	HOTEL FOR TRAINING	100-30-51300 Education/Training/Confe	101.03
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-5429292-9	FIRST AID KIT, LETTER OPENE	100-30-64030 Office Supplies	30.70
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7560004-0	BUDGET BINDERS AND TABS	100-14-64030 Office Supplies	50.64
General Fund	2434	US BANK CORPORATE CARD	ELEVATORKEY	35533	ELEVATOR KEYS FOR ALL RIGS	100-35-64110 Small Equipment	239.99
Water Utility Fund	2434	US BANK CORPORATE CARD	L-COM	WL5184268	ANTENNA FOR METER READIN	500-00-64070 Work Supplies	226.78
General Fund	2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	WS2EVA01067	CONVENIENCE FEE	100-30-51300 Education/Training/Confe	3.00
General Fund	2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	WS2EVA01067	REGISTRATION FEE MUELLER	100-30-51300 Education/Training/Confe	150.00
General Fund	2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	WS2EVA01067	DC COMMAND COLLEGE	100-30-51300 Education/Training/Confe	3.00
General Fund	2434	US BANK CORPORATE CARD	DOJ WS2 EVA EPAY SALE FEE	WS2EVA01067	DC COMMAND COLLEGE	100-30-51300 Education/Training/Confe	150.00
General Fund	2434	US BANK CORPORATE CARD	GLOCK PROFESSIONAL INC	1000246734	ADAPTER FOR GLOCK	100-30-64070 Work Supplies	29.35
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-3124299-8	RELAY	100-41-63300 Vehicle Repairs & Mainte	29.99
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	39800183	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	107.29
Sewer Utility Fund	2434	US BANK CORPORATE CARD	CUMMINS SALES AND SERVICE	F6-61443	WIND POINT LIFT STATION GEN	501-00-64250 Equipment Repairs & Mai	960.27
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	G70177	TANK SPRAYER	100-41-64070 Work Supplies	26.09
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0288355-8	PUMPKIN DECORATING ITEMS	250-30-64190 Police Dept Donations	43.65
General Fund	2434	US BANK CORPORATE CARD	QUILL CORP	04-2896127	COPY PAPER	100-30-64030 Office Supplies	259.95

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-3117486-2	DESK MAT, MOUSE PAD, PAD P	100-13-64030 Office Supplies	21.83
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-4158974-2	CALCULATOR; POST IT NOTES	100-40-64030 Office Supplies	39.15
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2582098	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	53.69
Water Utility Fund	2434	US BANK CORPORATE CARD	IN * INLAD / US UPFITTERS	35517	VAN SHELVES	500-00-64250 Equipment Repairs & Mai	716.47
Sewer Utility Fund	2434	US BANK CORPORATE CARD	IN * INLAD / US UPFITTERS	35517	VAN SHELVES	501-00-64250 Equipment Repairs & Mai	716.46
Sewer Utility Fund	2434	US BANK CORPORATE CARD	IN * INLAD / US UPFITTERS	35518	VAN SHELVES; DIVIDERS	501-00-64250 Equipment Repairs & Mai	60.76
Water Utility Fund	2434	US BANK CORPORATE CARD	IN * INLAD / US UPFITTERS	35518	VAN SHELVES; DIVIDERS	500-00-64250 Equipment Repairs & Mai	60.76
General Fund	2434	US BANK CORPORATE CARD	WALMART	383257652473	PHONE CASE FOR BUREAU	100-30-64030 Office Supplies	42.00
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	53143328	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	564.15
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72020	2 - 30 CU YD CONTAINER	241-00-62800 Waste Disposal	930.00
General Fund	2434	US BANK CORPORATE CARD	NATIONAL GYM SUPPLY INC	7595536	PARTS FOR TREADMILL ST. 11	100-35-64250 Equipment Repairs & Mai	114.77
General Fund	2434	US BANK CORPORATE CARD	STAPLES	9914812797	COPY PAPER	100-30-64030 Office Supplies	209.95
Water Utility Fund	2434	US BANK CORPORATE CARD	DNR EPAY	WS2EM10106	DNR CERTIFICATION FEE	500-00-51320 Memberships/Dues	45.00
Water Utility Fund	2434	US BANK CORPORATE CARD	DNR EPAY	WS2EM10106	DNR CERTIFICATION RENEWAL	500-00-51320 Memberships/Dues	.90
Sewer Utility Fund	2434	US BANK CORPORATE CARD	U. S. CELLULAR	0603924486	SEPTEMBER 23; HOODS CREE	501-00-64150 Communication Services	7.02
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0177219-7	PUMPKIN EVENT/PSS SUPPLIE	100-30-64030 Office Supplies	79.47
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0288355-8	REFUND FOR RETURNED ITEM	100-30-64000 Community Engagement	-6.49
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-3033599-5	TRAILER HITCH COVER AND D	100-35-63300 Vehicle Repairs & Mainte	53.12
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-8969446-3	CANDY FOR PUB-ED EVENTS	100-35-64070 Work Supplies	55.93
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2459651-2	O-RING REPAIR KIT	100-41-64090 Road Maintenance Materi	15.97
Water Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2023 UTILITIES PHONE C	500-00-64150 Communication Services	189.95
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2023 UTILITIES PHONE C	501-00-64150 Communication Services	189.95
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2023 POLICE PHONE CHA	100-30-64150 Communication Services	1,362.04
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2023 FIRE DEPT. PHONE	100-35-64150 Telephone	917.89
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2023 VILLAGE HALL PHO	100-43-64150 Communication Services	681.01
Donation Fund	2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	3501	FOOD FOR LOUIE	250-30-64192 Police K9	60.85
General Fund	2434	US BANK CORPORATE CARD	NATIONAL GYM SUPPLY INC	7595536 TAX	CREDIT FOR TAX CHARGED AT	100-35-64250 Equipment Repairs & Mai	-5.47
General Fund	2434	US BANK CORPORATE CARD	SAI SUBCRPTN 8002299066	SAI-CB-368138	2023-2024 ANNUAL COMPUTER	100-41-64090 Road Maintenance Materi	808.99
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501090	SEPTEMBER 23; INTERNET SE	100-43-64150 Communication Services	1,501.26
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6260374-8	EAR MUFF HEARING PROTECT	100-35-64070 Work Supplies	35.96
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-9962247-5	AC WATER PUMP REPLACEME	100-35-63300 Vehicle Repairs & Mainte	18.38
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-9615770-6	CANDY FOR OCTOBER COMMU	100-30-64000 Community Engagement	82.41
Capital Projects Fun	2434	US BANK CORPORATE CARD	IN*AK ATHLETIC EQUIPMENT	5417924	ATHLETIC EQUIPMENT; WORK	400-75-65025 PSB-Village Sourced Bld	2,942.71
General Fund	2434	US BANK CORPORATE CARD	PAYPAL POLICE	70S-31777-1	REFUND FOR TAXES ON LENS	100-30-64070 Work Supplies	-71.50
General Fund	2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	107185	MOWER PARTS	100-41-63300 Vehicle Repairs & Mainte	495.95
Storm Water Utility	2434	US BANK CORPORATE CARD	OIL CHANGER	4868738	FORD F150 OIL CHANGE	502-00-63300 Vehicle Repairs & Mainte	69.47
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	001441609022	SEPT 2023 PHONE AND INTERN	100-43-64150 Communication Services	1,853.58
Water Utility Fund	2434	US BANK CORPORATE CARD	TDS METROCOM	090123	09/01/2023 UTILITIES PHONE LI	500-00-64150 Communication Services	39.11
Sewer Utility Fund	2434	US BANK CORPORATE CARD	TDS METROCOM	090123	09/01/2023 UTILITIES PHONE LI	501-00-64150 Communication Services	39.12
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-3059303-9	CAR PHONE CHARGER; BINDE	100-42-64030 Office Supplies	41.96
General Fund	2434	US BANK CORPORATE CARD	GROVE OUTDOOR POWER	33177	CHAIN SAW PARTS	100-41-64250 Equipment Repairs & Mai	141.40

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	4817007	ROLLING LADDER	100-41-64070 Work Supplies	190.83
Water Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9943340068	SCADA ALARM SYSTEM 8/2/23-	500-00-64150 Communication Services	20.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9943340068	SCADA ALARM SYSTEM 8/2/23-	501-00-64150 Communication Services	20.01
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-7817193-7	BIC WHITE OUT CORRECTION	100-13-64030 Office Supplies	6.25
General Fund	2434	US BANK CORPORATE CARD	BROWNELLS, INC.	3001381954	BRUSHES/PATCHES/APPLICAT	100-30-64070 Work Supplies	101.77
General Fund	2434	US BANK CORPORATE CARD	ZOOM	INV220414059	SEP-OCT 2023; ZOOM SERVICE	100-90-61000 Professional Services	31.98
Total US BANK CORPORATE CARD:							34,631.80
Grand Totals:							34,631.80

PAYMENT TOTALS BY FUND

Capital Projects Fund	\$ 2,942.71
Donation Fund	\$ 104.50
General Fund	\$23,721.24
Recycling Fund	\$ 3,255.00
Sewer Utility Fund	\$ 2,986.65
Storm Water Fund	\$ 69.47
Water Utility Fund	\$ 1,552.23
TOTALS	\$34,631.80

**RESOLUTION NO. 2023-110
(10-24-2023)**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
MUNICIPAL WATERMAIN & STORM SEWER EASEMENT AGREEMENT WITH
CENTRAL STORAGE & WAREHOUSE, LLC – 12725 4 MILE ROAD**

WHEREAS, Central Storage & Warehouse LLC is the owner and developer of Pad C in DeBack Farms Business Park and has recently purchased Pad E in DeBack Farms Business Park to continue expanding the Central Storage & Warehouse LLC development.

WHEREAS, there are existing storm sewers and proposed watermain on Pad E that will need to be relocated as part of the continued expansion of Central Storage & Warehouse LLC.

WHEREAS, Central Storage & Warehouse LLC has worked with staff to determine an acceptable location for the relocated facilities.

WHEREAS, the Village of Caledonia and Caledonia Utility District require a Municipal Watermain and Storm Sewer Easement be granted to encompass the relocated facilities.

WHEREAS, the Owner, Central Storage & Warehouse LLC has executed said Municipal Watermain and Storm Sewer Easement Agreement.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Municipal Watermain & Storm Sewer Easement Agreement at their October 9, 2023 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Municipal Watermain & Storm Sewer 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 Municipal Watermain & Storm Sewer 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 Municipal Watermain & Storm Sewer Easement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of October, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Document Number

**Municipal Watermain & Storm Sewer
Easement Agreement**

Name and Return Address

Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Racine, Wisconsin 53402

51-104-04-22-30-015-201

Parcel Identification Number (PIN)

MUNICIPAL WATERMAIN & STORM SEWER EASEMENT AGREEMENT
(Between Caledonia and Central Storage & Warehouse, LLC)
(Permanent Watermain & Storm Sewer Easement for a 12" Watermain, Related Watermain
Infrastructure, a 42" Storm Sewer, and Related Storm Sewer Infrastructure)

This agreement ("Agreement") is made and entered into as of the 8th day of September 2023 (the "Effective Date"), by and between:

- a) CENTRAL STORAGE & WAREHOUSE, LLC, being a Delaware limited liability company with local offices located at 4309 Cottage Grove Road, Madison, Wisconsin 53716 (hereinafter referred to as "Owner"); and
- b) The VILLAGE OF CALEDONIA, being a municipal corporation and village created under the laws of the State of Wisconsin, with its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402 (hereinafter referred to as the "Village"); and
- c) The VILLAGE OF CALEDONIA UTILITY DISTRICT, being a utility district established by the Village of Caledonia under the laws of the State of Wisconsin, with utility district offices located at 333 4 ½ Mile Road, Racine, Wisconsin 53402 (hereinafter referred to as the "Utility District").

Introduction

The Village is located in Racine County, Wisconsin. The Village, through the Utility District, owns and operates a municipal watermain system (hereinafter referred to as the "District System") and owns and operates a municipal storm sewer system (hereinafter referred to as the "District Storm Water System").

Owner is the sole record-title owner of the parcel of real property (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, that is described, in part, in attached Exhibit A.

Certified Survey Map No. 3302, recorded with the Racine County Register of Deeds on July 13, 2018 as Document No. 2498467 ("CSM 3302"), established Lot 1 in which the Owner developed Phase 1 and Phase 2 of Central Storage & Warehouse.

Certified Survey Map No. 3437, recorded with the Racine County Register of Deeds on March 26, 2021 as Document No. 2586090 ("CSM 3437"), established Lot 3 in which the Owner is proposing to develop Phase 2.5, Phase 3, and Phase 4 of Central Storage & Warehouse.

Special Warranty Deed, recorded with the Racine County Register of Deeds on July 6, 2023 as Document No. 2657610 ("Special Warranty Deed"), combined Lot 1 of CSM 3302 with Lot 3 of CSM 3437 creating a single parcel pursuant to Section 70.28 of the Wisconsin State

CSM 3302, established a Thirty Foot (30') Water Main Easement over a portion of the Property, that runs in a generally North/South direction through the Property to the South property line of Lot 1 and also established an Eighteen Foot (18') Water Main Easement in an East/West direction along the South property line of Lot 1 to Smerchek Lane. This Water Main Easement was previously terminated by a new Municipal Watermain Easement Agreement, recorded with the Racine County Register of Deeds on March 24, 2021 as Document No. 2585789.

A Municipal Watermain Easement Agreement, recorded with the Racine County Register of Deeds on March 24, 2021 as Document No. 2585789, established a Thirty Foot (30') Watermain Easement that, in part, runs in a generally North/South direction near the West property line of Lot 3 of CSM 3437 and runs in a generally East/West direction along the North property line of Lot 3 of CSM 3437. The parties hereto now desire to by this instrument to terminate the portion of the Municipal Watermain Easement that is located on Lot 3 of CSM 3437 in all respects.

This present Agreement is being entered into by the above-named parties for the purpose of creating a new Watermain Easement Area and Storm Sewer Easement Area (as defined below).

It is required that with the development of Phase 2.5 of Central Storage & Warehouse on the Property, that the Owner shall construct and install, at the Owner's expense: (i) municipal watermains, (ii) related customary watermain infrastructure (iii) municipal storm sewers, and (iv) related customary storm sewer infrastructure (collectively the "Construction Project") in, on, and under the Watermain & Storm Sewer Easement Area (as defined below), and that upon approval of the Village, the said watermains and related infrastructure shall become part of the District System, and said storm sewer and related infrastructure shall become part of the Storm Water System.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. Introduction is Correct: The foregoing "Introduction" is true and correct, and along with its Exhibits A and B are hereby incorporated into this Agreement.
2. Termination of Existing North/South and East/West Watermain Easement: The Existing North/South and East/West Watermain Easement located on the former Lot 3 of CSM 3437, is hereby terminated and released from the Property. The balance of the 30' Watermain Easement (not on Lot 3 of CSM 3437) that was granted in the Municipal Watermain Easement Agreement, recorded with the Racine County Register of Deeds on March 24, 2021 as Document No. 2585789, shall remain in full force and effect.

3. Easement Granted: Owner hereby grants to the Village and the Utility District a permanent Watermain & Storm Sewer Easement in, on, and under the portion of the Property described below as the Watermain & Storm Sewer Easement Area, on which the Owner shall, at the Owners cost and expense, with the development of Phase 2.5 of Central Storage & Warehouse on the Property, undertake the Construction Project and construct and install watermains, related watermain infrastructure (collectively, the “Watermains”), storm sewer, and related storm sewer infrastructure (collectively, the “Storm Sewers”). Upon completion of the Construction Project (to the satisfaction of the Village), the Village shall approve and accept the said installed/constructed Watermains and related infrastructure, as a part of the District System, and the Village shall approve and accept the said installed/constructed Storm Sewers and related infrastructure, as part of the Storm Water System, and after the one (1) year warranty period, the Village and/or Utility District shall, at its own expense, inspect, operate, maintain, repair, and/or replace the Watermains and Storm Sewer, to keep such facilities in good condition and repair at all times. If the Watermain & Storm Sewer Easement Area is encumbered by any restrictions, created by a written agreement to which the Village is a signatory party, that require all such facilities to be underground, they shall be underground or on the surface of the ground (but excluding valves, fire hydrants, and manholes).
4. Watermain & Storm Sewer Easement Area: Attached as Exhibit B is (i) an exhibit showing the Watermain & Storm Sewer Easement Area granted by the Owner on the Property to the Village and the Utility District, and (ii) the legal description of such Watermain & Storm Sewer Easement Area (referred to herein as the “Watermain & Storm Sewer Easement Area”).
5. Access to Watermain & Storm Sewer Easement Area: The Village, the Utility District, and/or their officials, officers, employees, contractors, engineers, consultants, and agents are hereby given the permanent non-exclusive right to go upon and enter the Watermain & Storm Sewer Easement Area, as such times as the Village and/or the Utility District reasonably need, for the purpose of exercising the easement rights granted herein.
6. Restrictions on Owner: Owner shall not construct (nor allow any third party to construct) any type of structure and/or place any type of obstruction in, over, under, on, or upon the Watermain & Storm Sewer Easement Area, and shall not materially impede or obstruct the exercise of the easement rights granted hereunder. Notwithstanding the foregoing, however, Owner (and/or his/her/its assignee, successor(s) in title, or tenant) may construct, install, and maintain pedestrian pathways, driveways, parking lots, and/or roadways over the Watermain & Storm Sewer Easement Area, provided that such construction and use does not damage the Watermain, Storm Sewer, and related infrastructure located in the Watermain & Storm Sewer Easement Area.
7. Restoration of Disturbed Areas: To the extent the Village and/or Utility District, in its reasonable discretion, deem it necessary for the exercise of its easement rights granted

hereunder, the Village/Utility District may remove from the Watermain & Storm Sewer Easement Area obstructions, and/or any plants, shrubs, bushes, trees, or other vegetation, and the Village/Utility District shall not be required to restore or replace such items, except, however, the Village/Utility District shall restore any disturbed portion of the natural vegetation and/or landscaping of such Watermain & Storm Sewer Easement Area by seeding the same with grass seed. In addition, the Village/Utility District shall promptly repair and restore any pedestrian pathways, driveways, parking lots, and/or roadways (to its previously existing condition) located in the Watermain & Storm Sewer Easement Area that may be damaged by the Village or Utility District.

8. Runs with the Land: This Agreement shall run with the land of the Property described herein, and shall inure to the benefit of, and be binding upon, the parties to this Agreement and their respective successors and assigns (including, but not limited to, the successors in Title to the Property).
9. Governing Law: This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
10. Recording: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns. This Agreement shall be recorded by the Village at the Office of the Register of Deeds for Racine County, Wisconsin.

[Signature Pages to follow]

OWNER:

BY:

[Signature]
SAM KRIEG
Co-CEO, Managing Member
Central Storage & Warehouse, LLC

STATE OF WISCONSIN)

) SS

COUNTY OF RACINE)

Personally came before me this 8th day of September 2023, the above-named **SAM KRIEG** as the Co-CEO & Managing Member of Central Storage & Warehouse, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

[Signature]

BRIAN ROGGA
Notary Public, State of Wisconsin

Print Name: Brian Rogga
Notary Public, State of Wisconsin

My Commission expires: 8/10/25

VILLAGE OF CALEDONIA:

BY:

THOMAS WEATHERSTON
President

ATTEST:

JOSLYN HOFFERT
Clerk

STATE OF WISCONSIN)

) SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2023, the above-named **THOMAS WEATHERSTON**, President and **JOSLYN HOFFERT**, Clerk of the Village of Caledonia, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Print Name: _____
Notary Public, State of Wisconsin

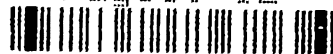
My Commission expires: _____

EXHIBIT A

Lot 1 CSM 3302

Lot 3 CSM 3437

Special Warranty Deed



Handwritten signature/initials

CERTIFIED SURVEY MAP NO. 3302

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

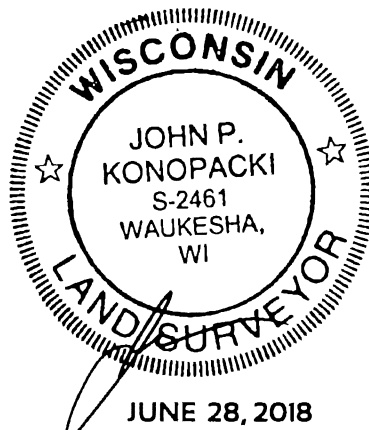
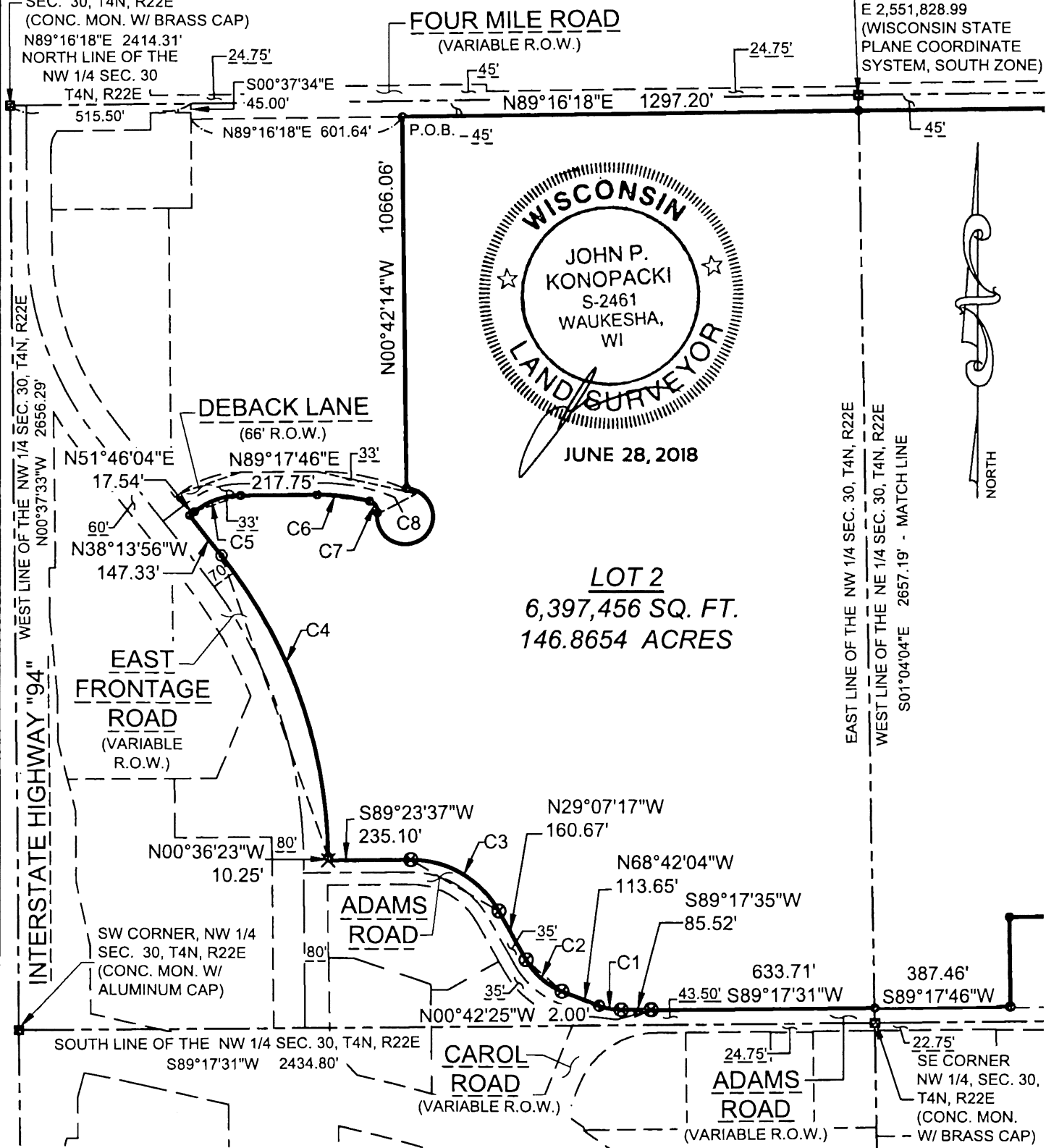
- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- //// - Denotes No Access

Subject Property Zoning:
 M-3: Heavy Industrial District
 Tax Key Number:
 #104-04-22-30-015-200

- SEE SHEET 7 FOR BOUNDARY
 CURVE & LINE TABLES
 - SEE SHEET 9 FOR NO ACCESS
 AND VISION CORNERS DETAIL

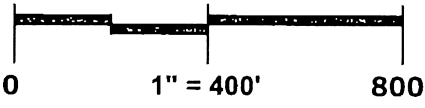
NW CORNER, NW 1/4
 SEC. 30, T4N, R22E
 (CONC. MON. W/ BRASS CAP)

NE CORNER, NW 1/4
 SEC. 30, T4N, R22E
 (CONC. MON.
 W/ BRASS CAP)
 N 293,230.43
 E 2,551,828.99
 (WISCONSIN STATE
 PLANE COORDINATE
 SYSTEM, SOUTH ZONE)



LOT 2
 6,397,456 SQ. FT.
 146.8654 ACRES

GRAPHICAL SCALE (FEET)



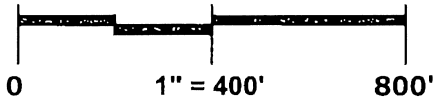
Prepared By:
PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

Prepared for:
 WISPARK LLC
 231 W. Michigan Street
 Milwaukee, WI 53203

CERTIFIED SURVEY MAP NO. 3302

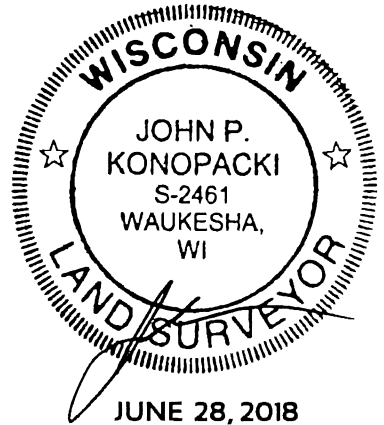
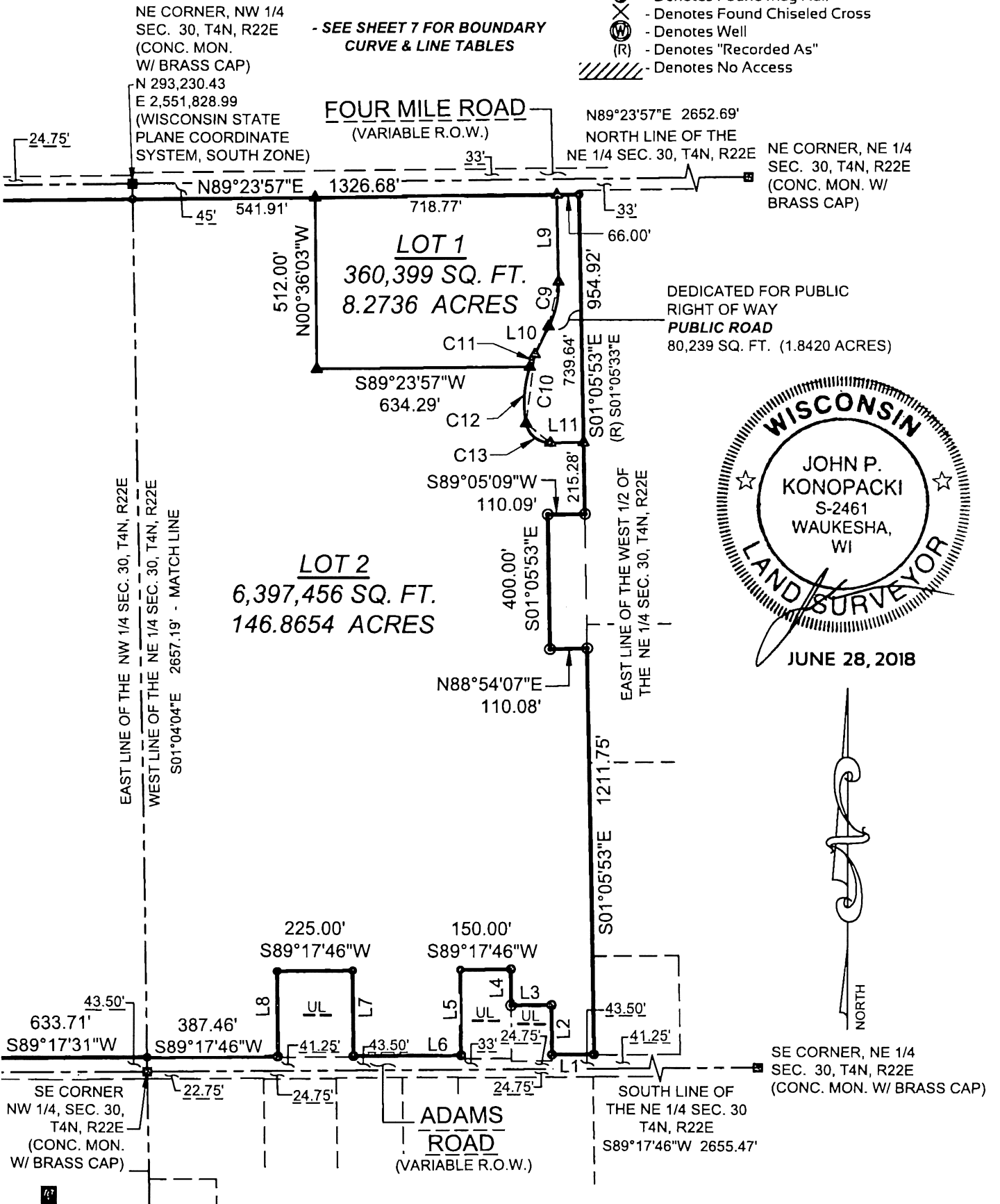
Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

GRAPHICAL SCALE (FEET)



LEGEND:

- Denotes Found 1" Iron Pipe
- Denotes Found 3/4" Iron Pipe
- Denotes Found Capped 1/2" Iron Rebar
- Denotes Found 3/4" Iron Rebar
- Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- Denotes Found Mag Nail
- Denotes Found Chiseled Cross
- Denotes Well
- Denotes "Recorded As"
- Denotes No Access



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

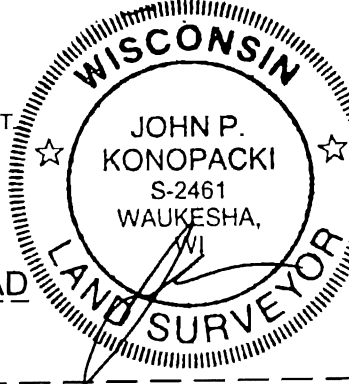
PEGJOB#390.10
SHEET 2 OF 12

CERTIFIED SURVEY MAP NO. 3300

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- ⊘ - Denotes No Access



JUNE 28, 2018

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)

EAST LINE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NOTES:

- Wetlands delineated by Wetland & Waterway Consulting, LLC. on September 24, 2015.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0087D with an effective date of MAY 02, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.

LOT 1
C.S.M. NO. 3219

DEBACK LANE
(66' R.O.W.)

WEST LINE OF THE NW 1/4 SEC. 30, T4N, R22E
N00°37'33"W 2656.29'

EAST FRONTAGE ROAD
(VARIABLE R.O.W.)

UNPLATTED LANDS

SW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
ALUMINUM CAP)

SOUTH LINE OF THE NW 1/4 SEC. 30, T4N, R22E
S89°17'31"W 2434.80'

ADAMS ROAD

LOT 1
C.S.M. NO. 3123

LOT 2

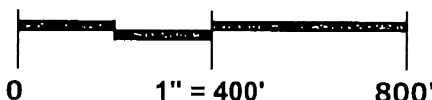
LOT 3

CAROL ROAD
(VARIABLE R.O.W.)

LOT 2

POND

GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
SHEET 3 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

NOTES:

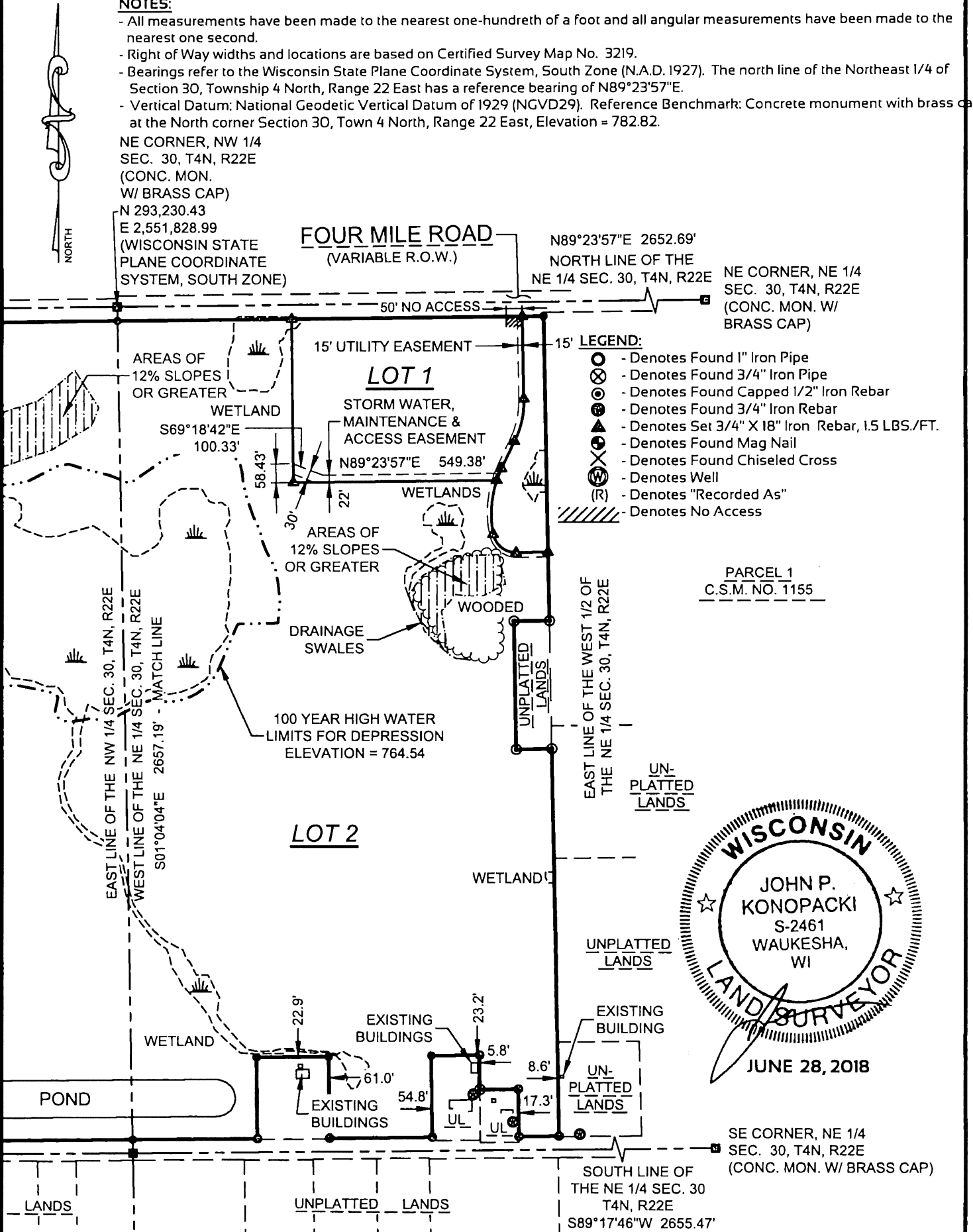
- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Right of Way widths and locations are based on Certified Survey Map No. 3219.
- Bearings refer to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 30, Township 4 North, Range 22 East has a reference bearing of N89°23'57"E.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the North corner Section 30, Town 4 North, Range 22 East, Elevation = 782.82.

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

FOUR MILE ROAD
(VARIABLE R.O.W.)

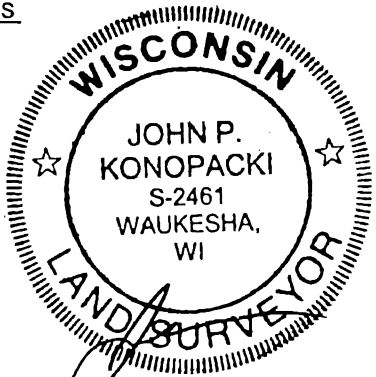
N89°23'57"E 2652.69'
NORTH LINE OF THE
NE 1/4 SEC. 30, T4N, R22E

NE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
BRASS CAP)



- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - ⊗ - Denotes Found 3/4" Iron Pipe
 - ⊙ - Denotes Found Capped 1/2" Iron Rebar
 - ⊕ - Denotes Found 3/4" Iron Rebar
 - ⊗ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - ⊕ - Denotes Found Mag Nail
 - ⊗ - Denotes Found Chiseled Cross
 - ⊙ - Denotes Well
 - (R) - Denotes "Recorded As"
 - ▨ - Denotes No Access

PARCEL 1
C.S.M. NO. 1155

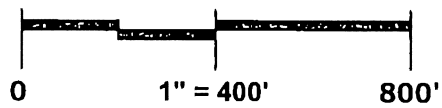


JUNE 28, 2018

SE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)

SOUTH LINE OF
THE NE 1/4 SEC. 30
T4N, R22E
S89°17'46"W 2655.47'

GRAPHICAL SCALE (FEET)



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. 5-2461

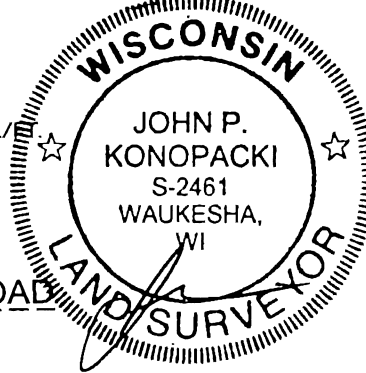
PEG JOB#390.10
SHEET 4 OF 12

CERTIFIED SURVEY MAP NO. 3307

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- ⊕ - Denotes Found 3/4" Iron Rebar
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- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- ⊘ - Denotes No Access

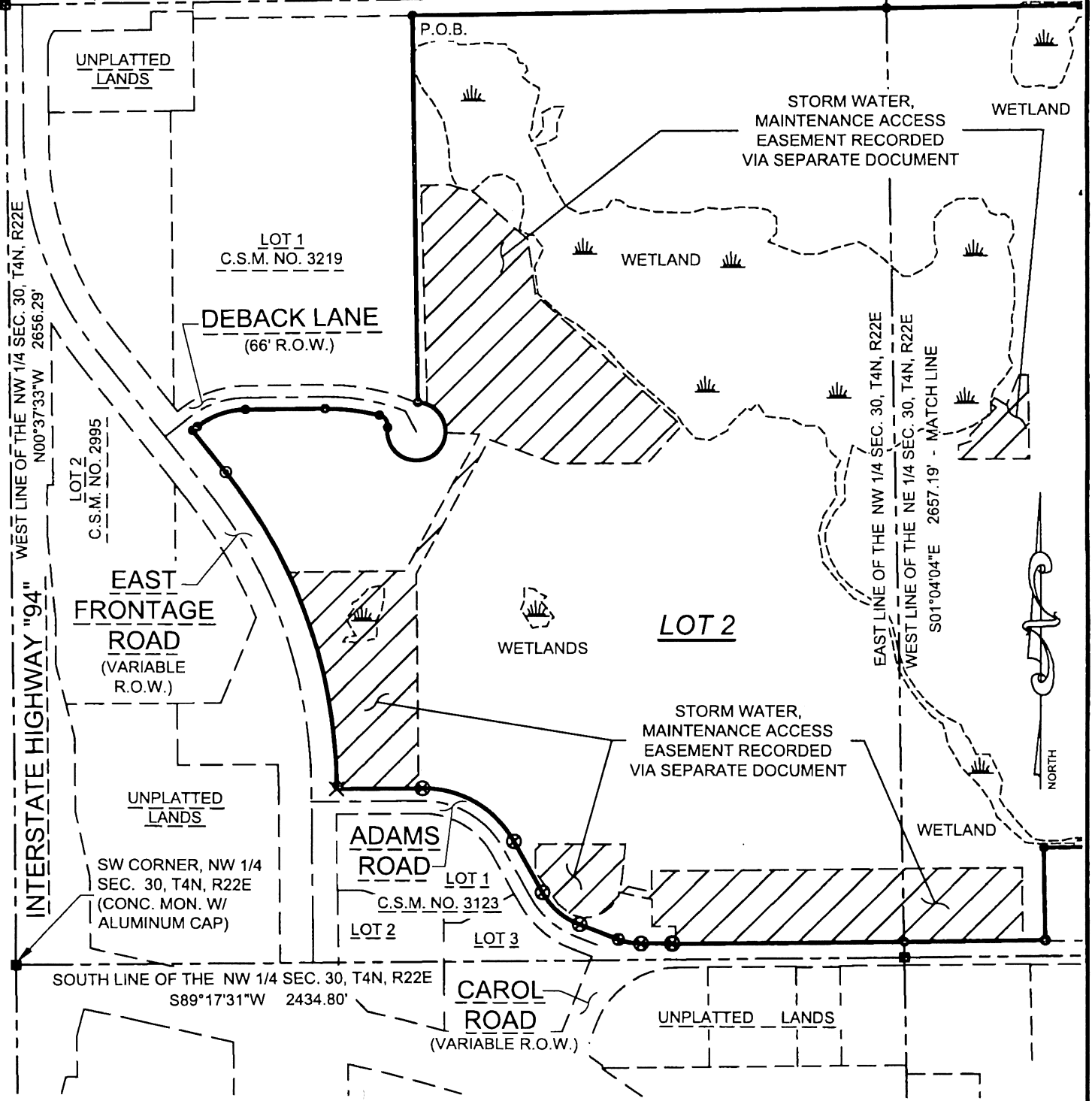


JUNE 28, 2018

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)



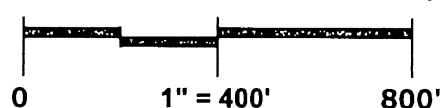
WEST LINE OF THE NW 1/4 SEC. 30, T4N, R22E
N00°37'33"W 2656.29'

LOT 2
C.S.M. NO. 2995

EAST LINE OF THE NW 1/4 SEC. 30, T4N, R22E
WEST LINE OF THE NE 1/4 SEC. 30, T4N, R22E
S01°04'04"E 2657.19' - MATCH LINE

NORTH

GRAPHICAL SCALE (FEET)



Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

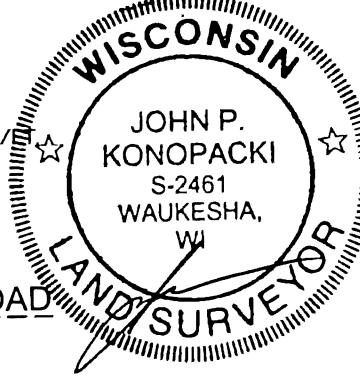
PEG JOB#390.10
SHEET 5 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

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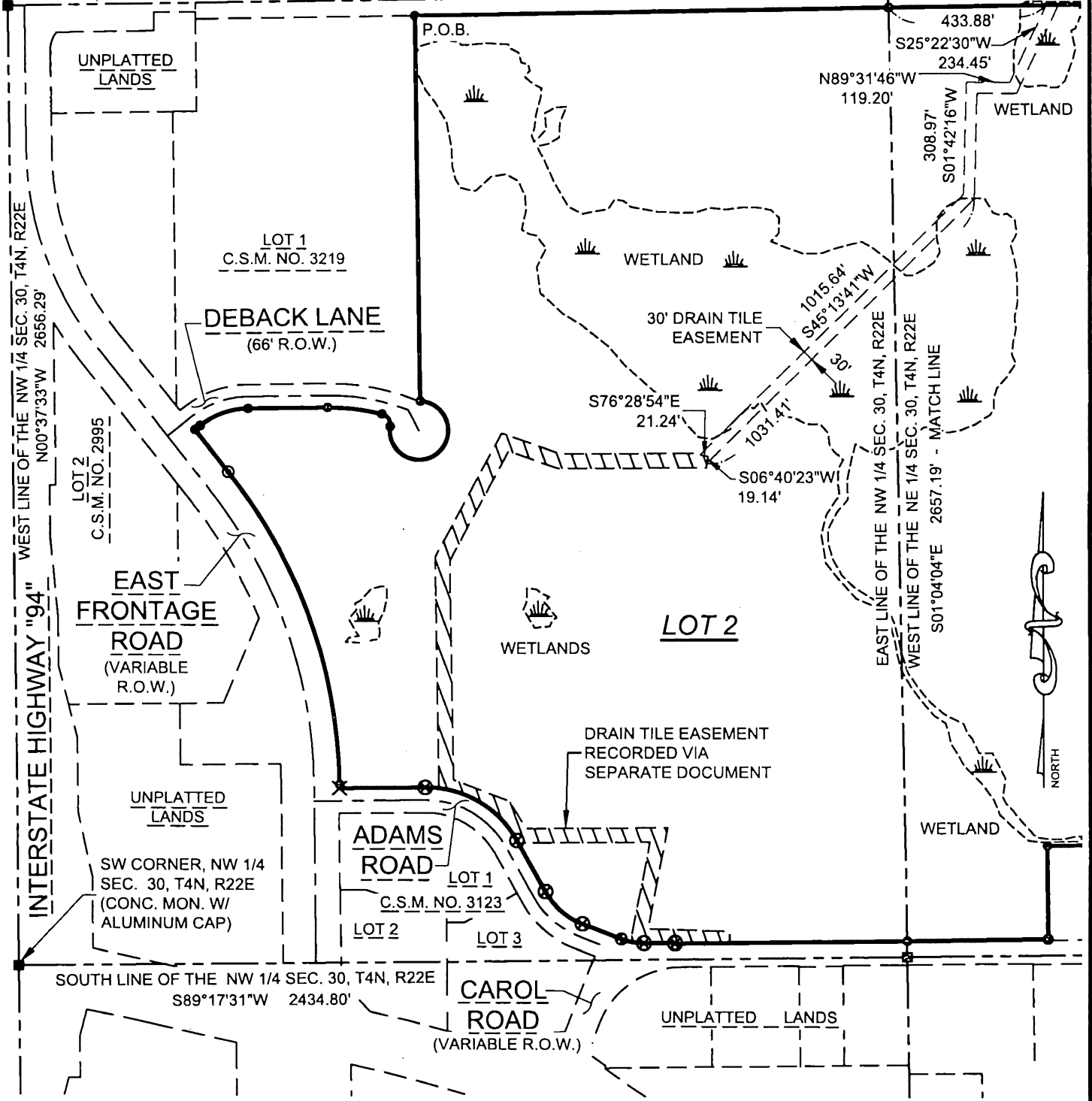


JUNE 28, 2018

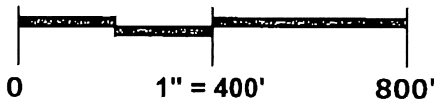
NE CORNER, NW 1/4 SEC. 30, T4N, R22E
 (CONC. MON. W/ BRASS CAP)
 N 293,230.43
 E 2,551,828.99
 (WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4 SEC. 30, T4N, R22E
 (CONC. MON. W/ BRASS CAP)
 N89°16'18"E 2414.31'
 NORTH LINE OF THE NW 1/4 SEC. 30
 T4N, R22E

FOUR MILE ROAD
 (VARIABLE R.O.W.)



GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP
 15850 BLUEMOUND ROAD | SUITE 210
 BROOKFIELD, WI 53005
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

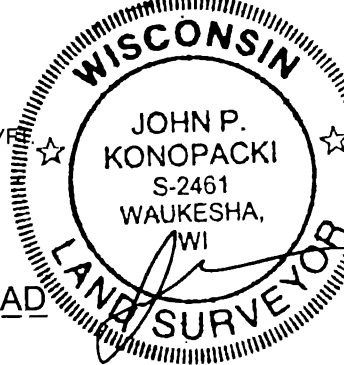
PEGJOB#390.10
 SHEET 6 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

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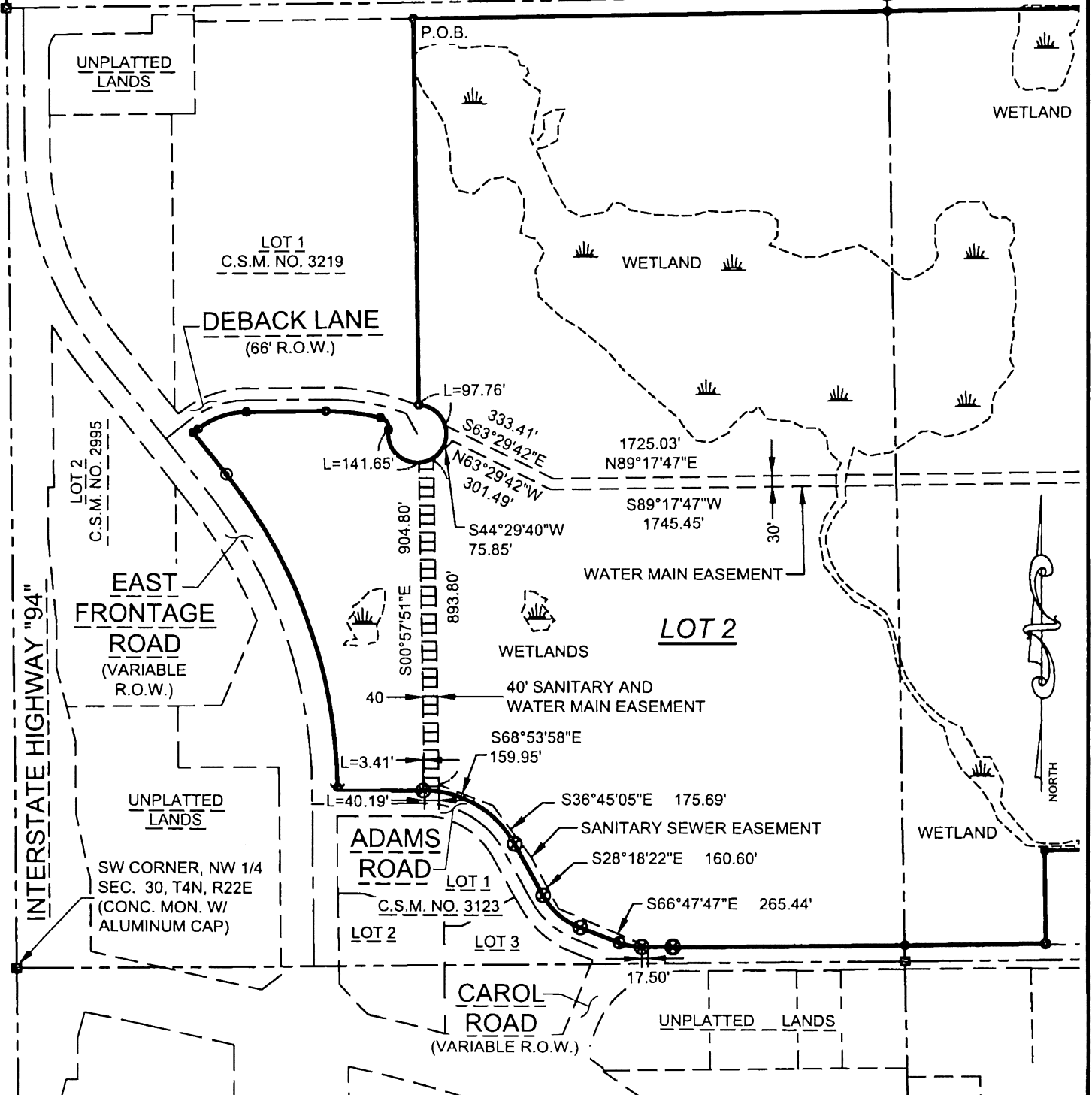


JUNE 28, 2018

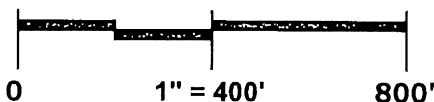
NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)

FOUR MILE ROAD
(VARIABLE R.O.W.)



GRAPHICAL SCALE (FEET)



NOTE: STORM WATER,
SANITARY SEWER AND
WATER MAIN EASEMENTS
TO BE RECORDED VIA
SEPARATE DOCUMENT

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
SHEET 7 OF 12

CERTIFIED SURVEY MAP NO. 3300

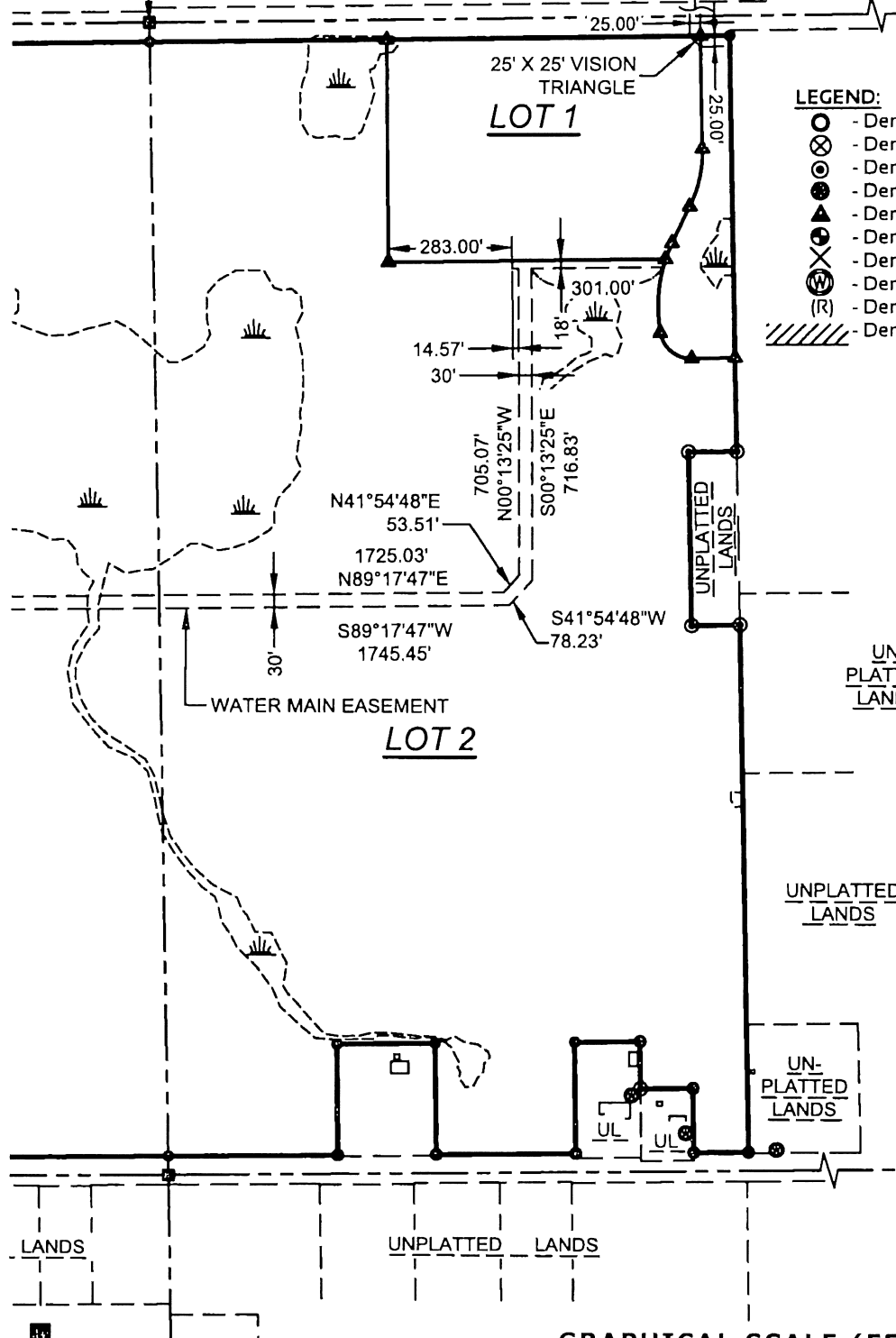
Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin



NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

FOUR MILE ROAD
(VARIABLE R.O.W.)

JUNE 28, 2018



NE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
BRASS CAP)

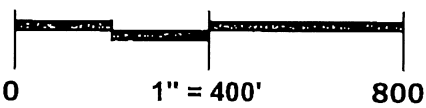
LEGEND:

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- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
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PARCEL 1
C.S.M. NO. 1155



GRAPHICAL SCALE (FEET)



SE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)

NOTE: STORM WATER,
SANITARY SEWER AND
WATER MAIN EASEMENTS
TO BE RECORDED VIA
SEPARATE DOCUMENT

Prepared By:
PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

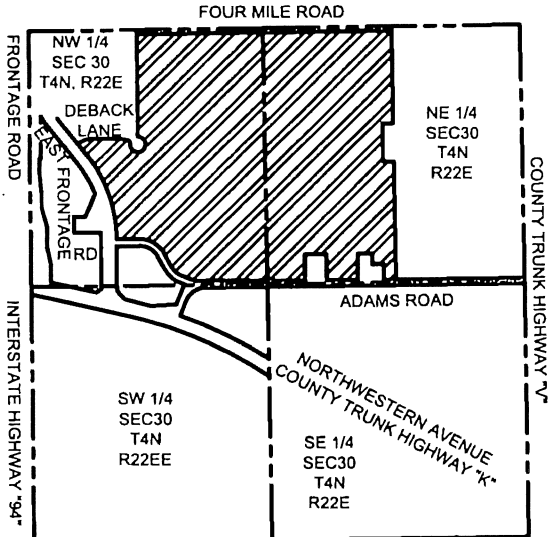
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#390.10
SHEET 8 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

VICINITY MAP SCALE 1"=2000'

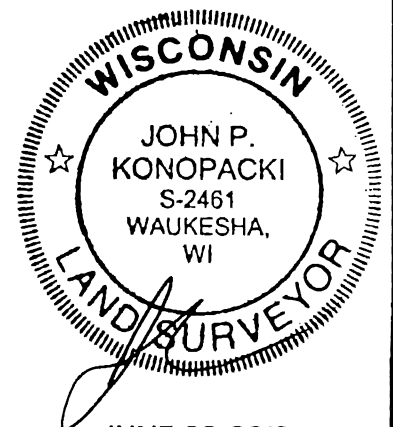


BOUNDARY LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°17'46"W	124.98'
L2	N00°42'14"W	148.00'
L3	S89°17'46"W	120.00'
L4	N00°42'14"W	108.17'
L5	S00°42'14"E	256.17'
L6	S89°17'46"W	320.00'
L7	N00°42'14"W	256.17'
L8	S00°42'14"E	256.17'
L9	S01°05'53"E	258.41'
L10	S25°30'07"W	93.65'
L11	N88°54'07"E	98.70'

BOUNDARY CURVE TABLE							
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	63.37'	165.00'	022°00'21"	N79°42'15"W	62.98'	N89°17'35"E	S68°42'04"E
C2	138.16'	200.00'	039°34'47"	N48°54'41"W	135.43'	S68°42'04"E	N29°07'17"W
C3	305.84'	285.00'	061°29'06"	N59°51'50"W	291.37'	N29°07'17"W	S89°23'37"W
C4	932.12'	1420.00'	037°36'36"	N19°25'38"W	915.47'	N00°37'19"W	N38°13'56"W
C5	142.13'	217.00'	037°31'42"	N70°31'55"E	139.61'	S89°17'46"W	S51°46'04"W
C6	151.13'	567.00'	015°16'18"	S83°04'05"E	150.68'	N75°25'56"W	S89°17'46"W
C7	43.64'	30.00'	83°20'42"	S33°45'35"E	39.89'	N07°54'47"E	N75°25'56"W
C8	384.45'	80.00'	275°20'23"	N50°14'35"E	107.74'	S87°25'36"E	N07°54'47"E
C9	137.42'	296.00'	026°36'00"	S12°12'07"W	136.19'	S01°05'53"E	S25°30'07"W
C10	211.54'	333.00'	036°23'54"	S7°18'10"W	208.01'	S25°30'07"W	S10°53'47"E
C11	39.79'	333.00'	006°50'50"	S22°04'42"W	39.77'		
C12	171.75'	333.00'	029°33'04"	S3°52'45"W	169.85'		
C13	100.78'	72.00'	080°12'06"	S50°59'50"E	92.76'	S10°53'47"E	N88°54'07"E

WETLAND RESTRICTIONS

1. Grading and filling are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased or dying vegetation may be removed.
4. Grazing by domesticated animals, ie., horses, cows, etc., is prohibited.
5. The introduction of plant material not indigenous to the existing environment of the Wetland area is prohibited.
6. Ponds may be permitted subject to the approval of the municipality and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings is prohibited.



JUNE 28, 2018

Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
SHEET 9 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and redivided all of Lot 2 of Certified Survey Map No. 3219, recorded in the Office of the Register of Deeds for Racine County on October 4, 2016 as Document No. 2446965, located in the in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, which is bounded and described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 30; thence North 89°16'18" East along the north line of said Northwest 1/4, 515.50 feet; thence South 00°37'34" East, 45.00 feet to the south right of way line of Four Mile Road; thence North 89°16'18" East along said south right of way line, 601.64 feet to the point of beginning:

Thence continuing North 89°16'18" East along said south right of way line, 1297.20 feet; thence North 89°23'57" East along said south right of way line, 1326.68 feet to the east line of the West 1/2 of said Northeast 1/4; thence South 01°05'53" East along said east line, 954.92 feet; thence South 89°05'09" West, 110.09 feet; thence South 01°05'53" East, 400.00 feet; thence North 88°54'07" East, 110.08 feet to the aforesaid east line; thence South 01°05'53" East along said east line, 1211.75 feet to the north right of way line of Adams Road; thence South 89°17'46" West along said north right of way line, 124.98 feet; thence North 00°42'14" West, 148.00 feet; thence South 89°17'46" West, 120.00 feet; thence North 00°42'14" West, 108.17 feet; thence South 89°17'46" West, 150.00 feet; thence South 00°42'14" East, 256.17 feet to the aforesaid north right of way line; thence South 89°17'46" West along said south line, 320.00 feet; thence North 00°42'14" West, 256.17 feet; thence South 89°17'46" West, 225.00 feet; thence South 00°42'14" East, 256.17 feet to the aforesaid north right of way line; thence the following courses along said north right of way line: South 89°17'46" West, 387.46 feet; South 89°17'31" West, 633.71 feet; North 00°42'25" West, 2.00 feet; South 89°17'35" West, 85.52 feet to a point of curvature; Northwesterly 63.37 feet along the arc of said curve to the right, whose radius is 165.00 feet and whose chord bears North 79°42'15" West, 62.98 feet; North 68°42'04" West, 113.65 feet to a point of curvature; Northwesterly 138.16 feet along the arc of said curve to the right, whose radius is 200.00 feet and whose chord bears North 48°54'41" West, 135.43 feet; North 29°07'17" West, 160.67 feet to a point of curvature; Northwesterly 305.84 feet along the arc of said curve to the left, whose radius is 285.00 feet and whose chord bears North 59°51'50" West, 291.37 feet; South 89°23'37" West, 235.10 feet to the east right of way line of East Frontage Road; thence North 00°36'23" West along said east right of way line, 10.25 feet to a point of curvature; thence Northwesterly 932.12 feet along the arc of said curve to the left and said east right of way line, whose radius is 1420.00 feet and whose chord bears North 19°25'38" West, 915.47 feet; thence North 38°13'56" West along said east right of way line, 147.33 feet to south right of way line of Deback Lane; thence the following courses along the south and then north right of way line of said Deback Lane: North 51°46'04" East, 17.54 feet to a point of curvature; Northeasterly 142.13 feet along the arc of said curve to the right, whose radius is 217.00 feet and whose chord bears North 70°31'55" East, 139.61 feet to point of tangency; North 89°17'46" East, 217.75 feet to a point of curvature; Southeasterly 151.13 feet along the arc said curve to the right, whose radius is 567.00 feet and whose chord bears South 83°04'05" East, 150.68 to a point of compound curvature; Southeasterly 43.64 feet along the arc of said curve to the right, whose radius is 30.00 feet and whose chord bears South 33°45'35" East, 39.89 feet of reverse curve; Northeasterly 384.45 feet along the arc of said curve to the left, whose radius is 80.00 feet and whose chord bears North 50°14'35" East, 107.74 feet; thence North 00°42'14" West along the west line of said Certified Survey Map No. 3219, 1066.06 feet to the Point of Beginning.

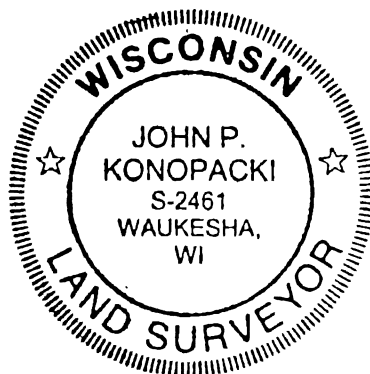
Containing 6,838,094 square feet (156.9810 acres) of land, more or less.

That I have made such survey, land division and map by the direction of WISPARK, LLC, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the same.

Date: JUNE 28, 2018



[Signature]
John P. Konopacki
Professional Land Surveyor S-2461

Prepared By:

PINNACLE ENGINEERING GROUP
15850 BLUEMOUND ROAD | SUITE 210
BROOKFIELD, WI 53005
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

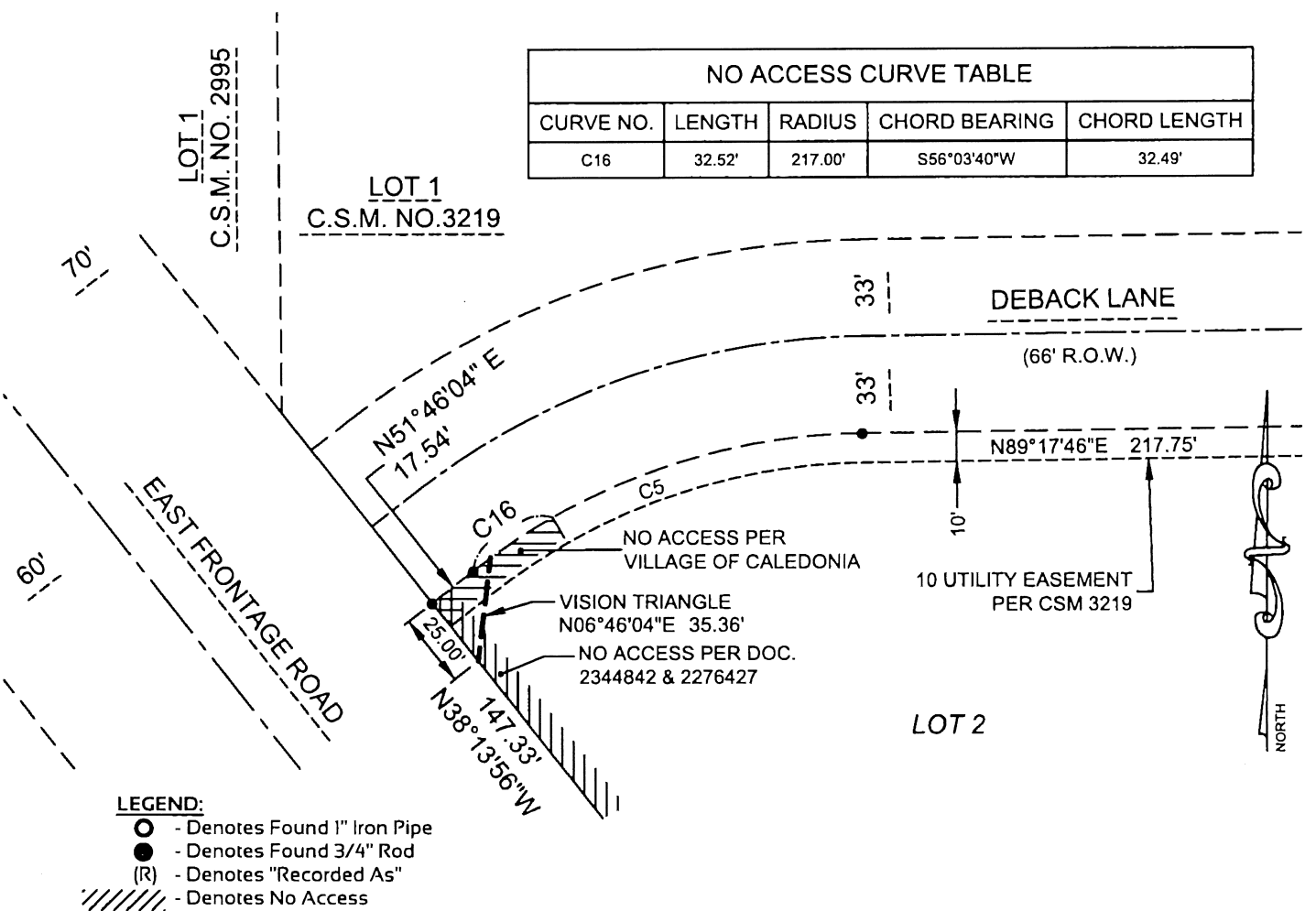
PEG JOB#390.01
SHEET 10 OF 12

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

NO ACCESS AND VISION CORNER EASEMENT DETAIL

SCALE=1"=60'



NO ACCESS NOTE:

WISPARK, LLC, as owner, hereby restricts all lots in that no owner possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with East Frontage Road, as shown on this certified survey map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin State Statues, and shall be enforceable by the Department of Transportation.

VISION CORNER EASEMENT RESTRICTIONS:

No structure or improvements of any kind is permitted within the vision corner.
No vegetation within the vision corner may exceed 30 inches in height.



JUNE 28, 2018

Prepared By:

PINNACLE ENGINEERING GROUP

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

CERTIFIED SURVEY MAP NO. 3308

Being a redivision of all of Lot 2, Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

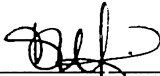
WISPARK, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

I also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. Village of Caledonia

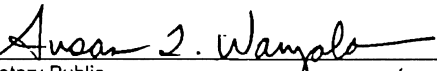
IN WITNESS WHEREOF, the said WISPARK, LLC has caused these presents to be signed by (name) ERICA-NICOLE HARRIS, (title) vice president, at Milwaukee, Milwaukee County, Wisconsin, on this 10th day of July, 2018.

In the presence of: WISPARK, LLC

signature 
ERICA-NICOLE HARRIS,
VICE PRESIDENT

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 10 day of July, 2018 (name) Erica-Nicole Harris, (title) Vice President, to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public
Name: Susan L. Warzala
State of Wisconsin
My Commission Expires: 2/2/2021



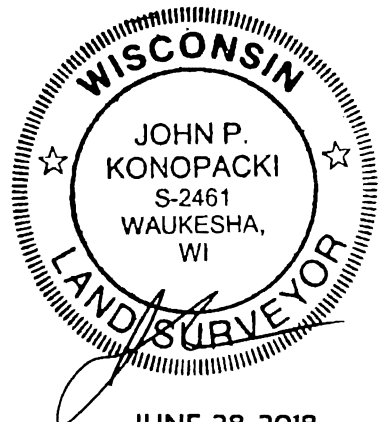
VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia on this 7th day of July, 2018.

7/11/2018
Date


Karie Torkilsen, Village Clerk

FROM ALL OF:
104-04-22-30-015-200
TO:
LOT 1: 104-04-22-30-015-201
LOT 2: 104-04-22-30-015-202



JUNE 28, 2018

PEG JOB#390.10
SHEET 12 OF 12

Karie Y. Pope

KARIE POPE
 RACINE COUNTY
 REGISTER OF DEEDS
 Fee Amount: \$44.00

Pages: 13

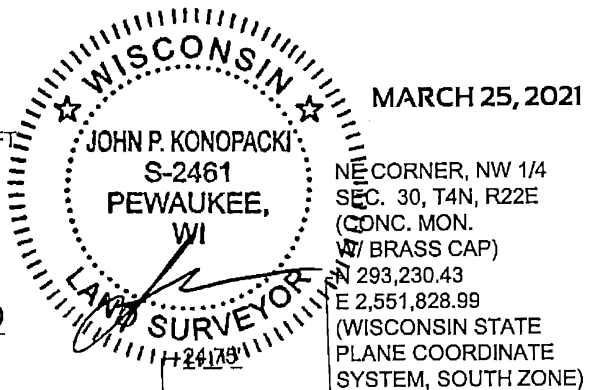
30-13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

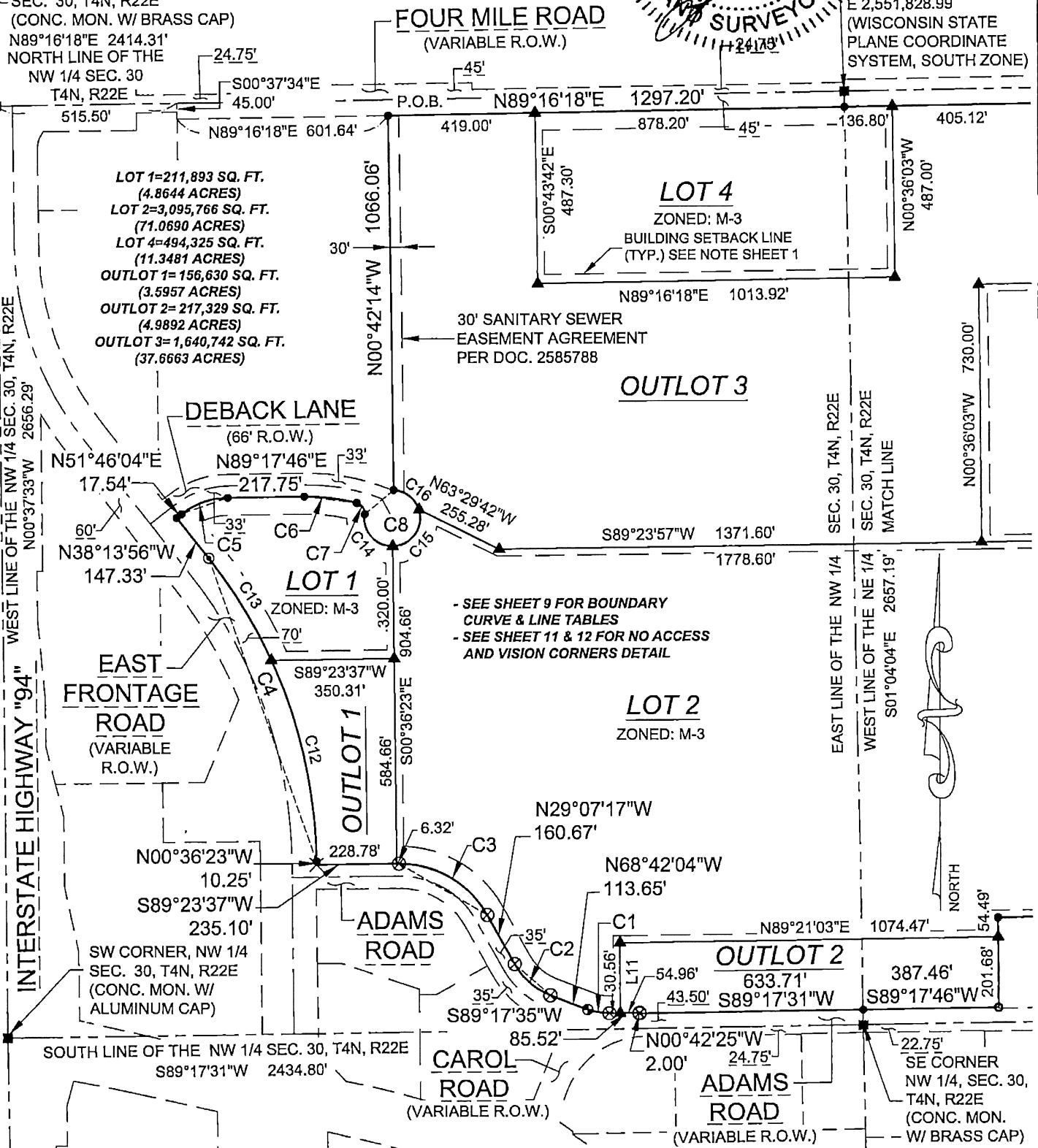
Subject Property Zoning:
 M-3: Heavy Industrial District
 Setbacks:
 STREET: 50 FEET
 REAR: 25 FEET
 SIDE: 20 FEET
 Tax Key Number:
 #104-04-22-30-015-202

- LEGEND:**
- - Denotes Found 1" Iron Pipe
 - ⊗ - Denotes Found 3/4" Iron Pipe
 - ⊙ - Denotes Found Capped 1/2" Iron Rebar
 - - Denotes Found 3/4" Iron Rebar
 - ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
 - ⊕ - Denotes Found Mag Nail
 - ⊗ - Denotes Found Chiseled Cross
 - ⊙ - Denotes Well
 - (R) - Denotes "Recorded As"
 - //// - Denotes No Access



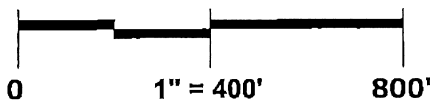
NW CORNER, NW 1/4
 SEC. 30, T4N, R22E
 (CONC. MON. W/ BRASS CAP)
 N89°16'18"E 2414.31'
 NORTH LINE OF THE
 NW 1/4 SEC. 30

NE CORNER, NW 1/4
 SEC. 30, T4N, R22E
 (CONC. MON.
 W/ BRASS CAP)
 N 293,230.43
 E 2,551,828.99
 (WISCONSIN STATE
 PLANE COORDINATE
 SYSTEM, SOUTH ZONE)



- SEE SHEET 9 FOR BOUNDARY CURVE & LINE TABLES
 - SEE SHEET 11 & 12 FOR NO ACCESS AND VISION CORNERS DETAIL

GRAPHICAL SCALE (FEET)



Prepared for:
 WISPARK LLC
 231 W. Michigan Street
 Milwaukee, WI 53203

Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD 1 SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

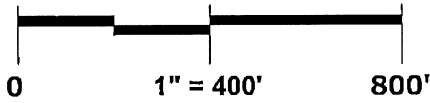
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
 SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

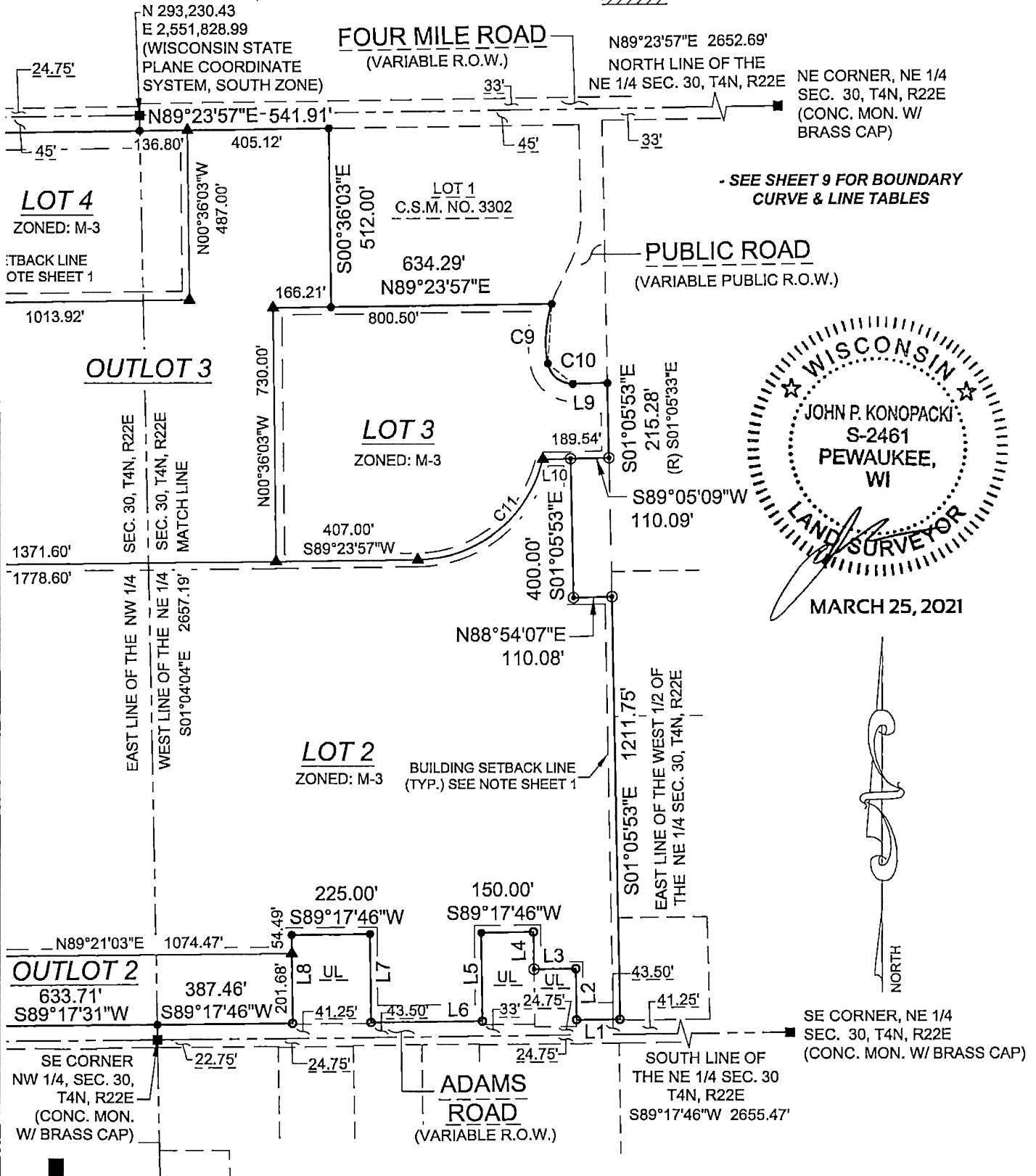
GRAPHICAL SCALE (FEET)



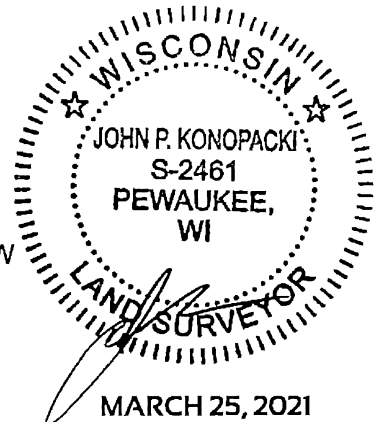
LOT 2=3,095,766 SQ. FT.
(71.0690 ACRES)
LOT 3= 580,771 SQ. FT.
(13.3327 ACRES)
LOT 4=494,325 SQ. FT.
(11.3481 ACRES)
OUTLOT 2= 217,329 SQ. FT.
(4.9892 ACRES)
OUTLOT 3=1,640,742 SQ. FT.
(37.6663 ACRES)

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- //// - Denotes No Access



- SEE SHEET 9 FOR BOUNDARY CURVE & LINE TABLES



Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

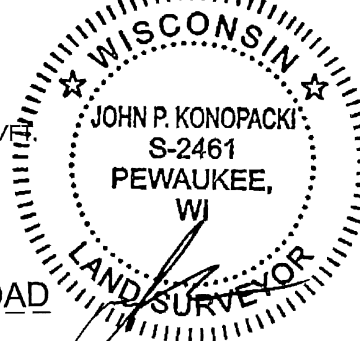
PEG JOB#390.10
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

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- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ⬆ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- - Denotes No Access



MARCH 25, 2021

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)

NOTES:

- Wetlands delineated by Wetland & Waterway Consulting, LLC. on September 24, 2015.
- Nonfederal Wetland Exemption Determination per State of Wisconsin Department of Natural Resources EXE-SE-2021-52-00788 dated March 12, 2021.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 5510IC0087D with an effective date of MAY 02, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.

DEBACK LANE
(66' R.O.W.)

OUTLOT 3
100 YEAR HIGH WATER LIMITS FOR DEPRESSION
ELEVATION = 764.54

WEST LINE OF THE NW 1/4 SEC. 30, T4N, R22E
N00°37'33"W 2656.70'

LOT 2
C.S.M. NO. 2995

SEC. 30, T4N, R22E
SEC. 30, T4N, R22E
MATCH LINE

NO ACCESS PER
DOC. 2344842 &
2276427

10 UTILITY EASEMENT
PER CSM 3219

EAST FRONTAGE ROAD
(VARIABLE R.O.W.)

LOT 2

OUTLOT 1

POND EASEMENT
AGREEMENT PER
DOC. 2348196.

UNPLATTED LANDS

SW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
ALUMINUM CAP)

ADAMS ROAD
C.S.M. NO. 3123

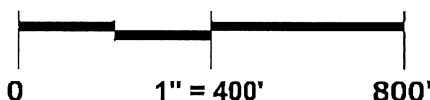
OUTLOT 2

SOUTH LINE OF THE NW 1/4 SEC. 30, T4N, R22E
S89°17'31"W 2434.80'

CAROL ROAD
(VARIABLE R.O.W.)

UNPLATTED LANDS

GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#390.10
SHEET 3 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot and all angular measurements have been made to the nearest one second.
- Bearings refer to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Northeast 1/4 of Section 30, Township 4 North, Range 22 East has a reference bearing of N89°23'57"E.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the North corner Section 30, Town 4 North, Range 22 East, Elevation = 782.82.
- The 30' Drain Tile Easement as created in Certified Survey Map No. 3302 modified as described in Municipal Drain Tile Easement Agreement by and between Wispark LLC, Village of Caledonia and Village of Caledonia Utility District, Document No. 2585787.
- Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 5510IC0087D with an effective date of MAY 02, 2012. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

FOUR MILE ROAD
(VARIABLE R.O.W.)

N89°23'57"E 2652.69'
NORTH LINE OF THE
NE 1/4 SEC. 30, T4N, R22E

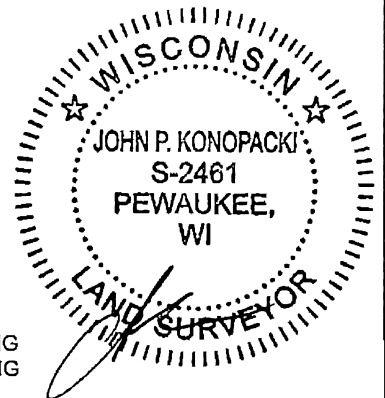
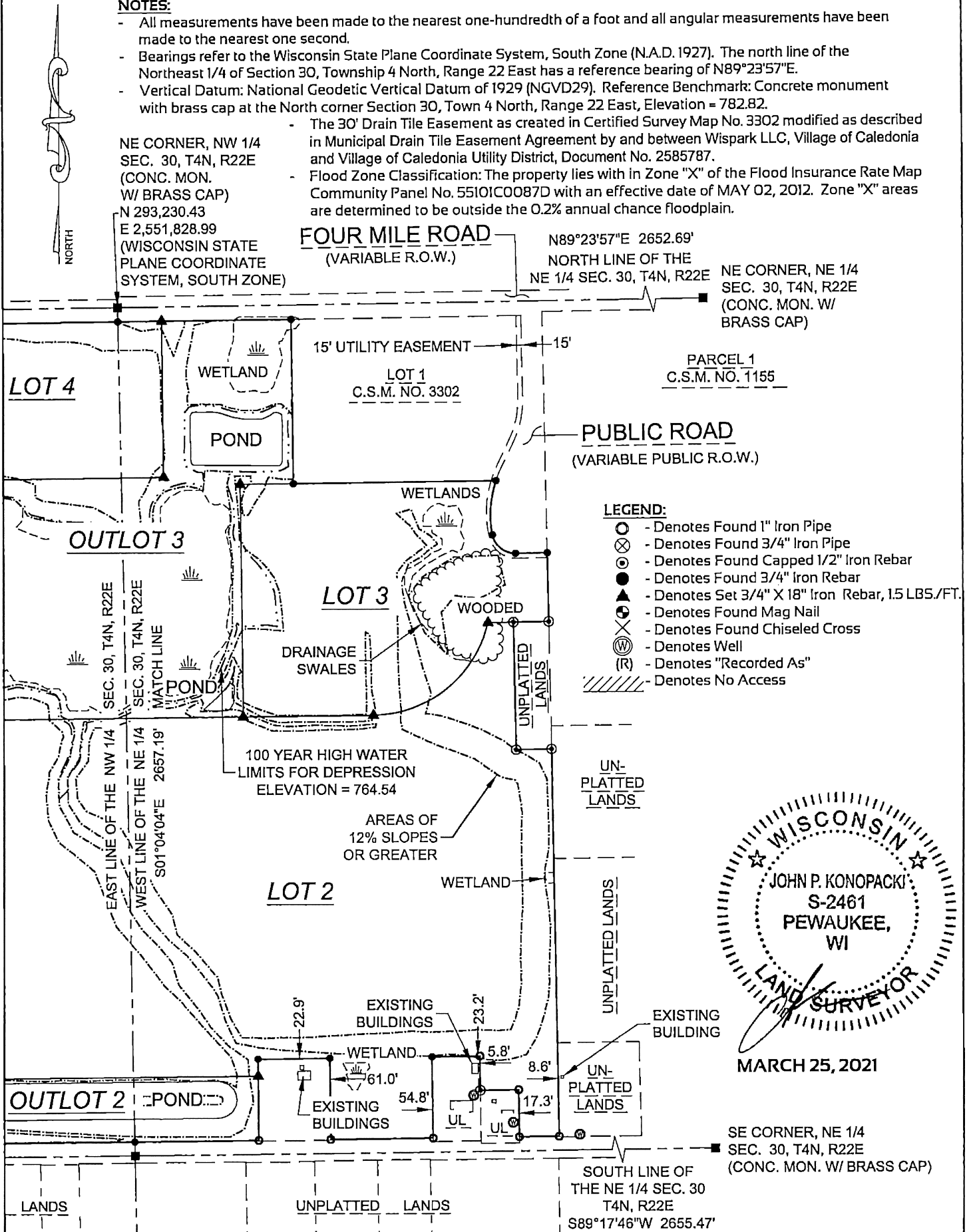
NE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
BRASS CAP)

PARCEL 1
C.S.M. NO. 1155

PUBLIC ROAD
(VARIABLE PUBLIC R.O.W.)

LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LB5./FT.
- ⊗ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- /// - Denotes No Access

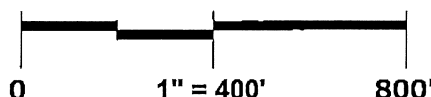


MARCH 25, 2021

SE CORNER, NE 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)

SOUTH LINE OF
THE NE 1/4 SEC. 30
T4N, R22E
S89°17'46"W 2655.47'

GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

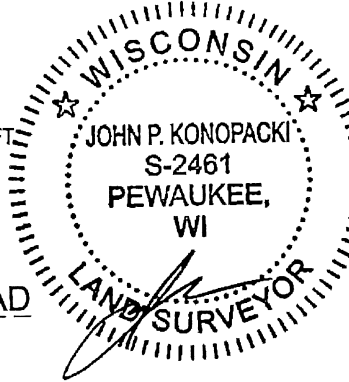
PEGJOB#390.10
SHEET 4 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

LEGEND:

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- ⊙ - Denotes Well
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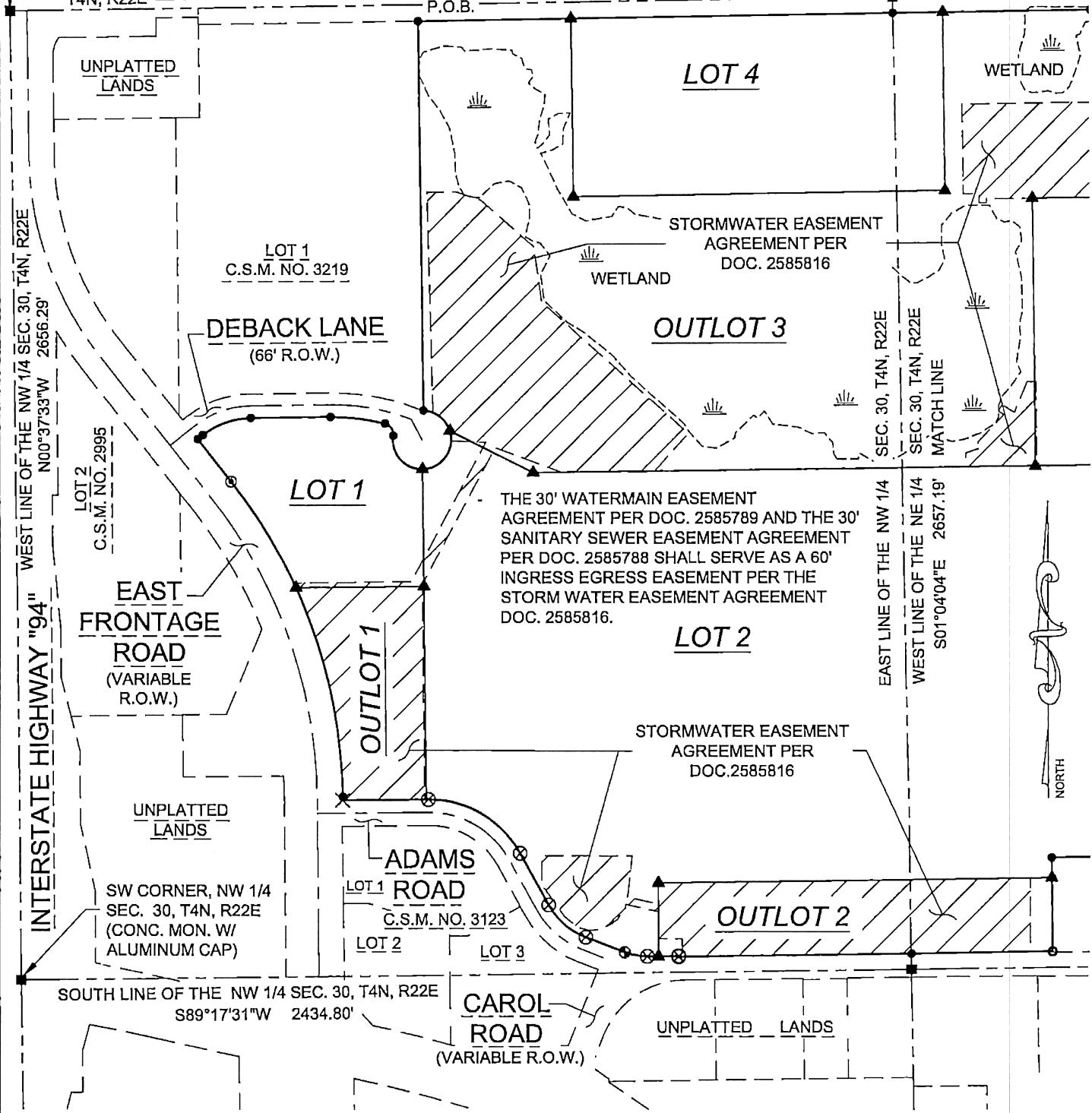


MARCH 25, 2021

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)



THE 30' WATERMAIN EASEMENT AGREEMENT PER DOC. 2585789 AND THE 30' SANITARY SEWER EASEMENT AGREEMENT PER DOC. 2585788 SHALL SERVE AS A 60' INGRESS EGRESS EASEMENT PER THE STORM WATER EASEMENT AGREEMENT DOC. 2585816.

STORMWATER EASEMENT AGREEMENT PER DOC. 2585816

LOT 2

LOT 4

LOT 1

LOT 1
C.S.M. NO. 3219

DEBACK LANE
(66' R.O.W.)

EAST FRONTAGE ROAD
(VARIABLE R.O.W.)

ADAMS ROAD
C.S.M. NO. 3123

CAROL ROAD
(VARIABLE R.O.W.)

OUTLOT 2

UNPLATTED LANDS

UNPLATTED LANDS

SW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ ALUMINUM CAP)

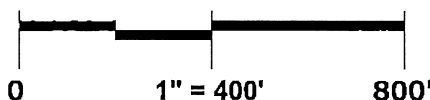
SOUTH LINE OF THE NW 1/4 SEC. 30, T4N, R22E
S89°17'31"W 2434.80'

EAST LINE OF THE NW 1/4
WEST LINE OF THE NE 1/4
S01°04'04"E 2657.19'

SEC. 30, T4N, R22E
SEC. 30, T4N, R22E
MATCH LINE



GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

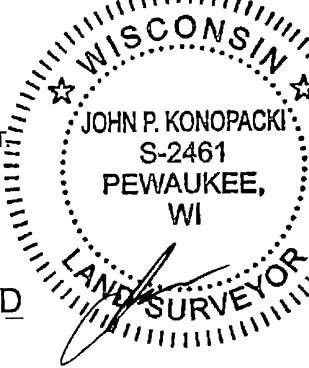
PEG JOB#390.10
SHEET 5 OF 13

CERTIFIED SURVEY MAP NO. 3437

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- ⊗ - Denotes Found Chiseled Cross
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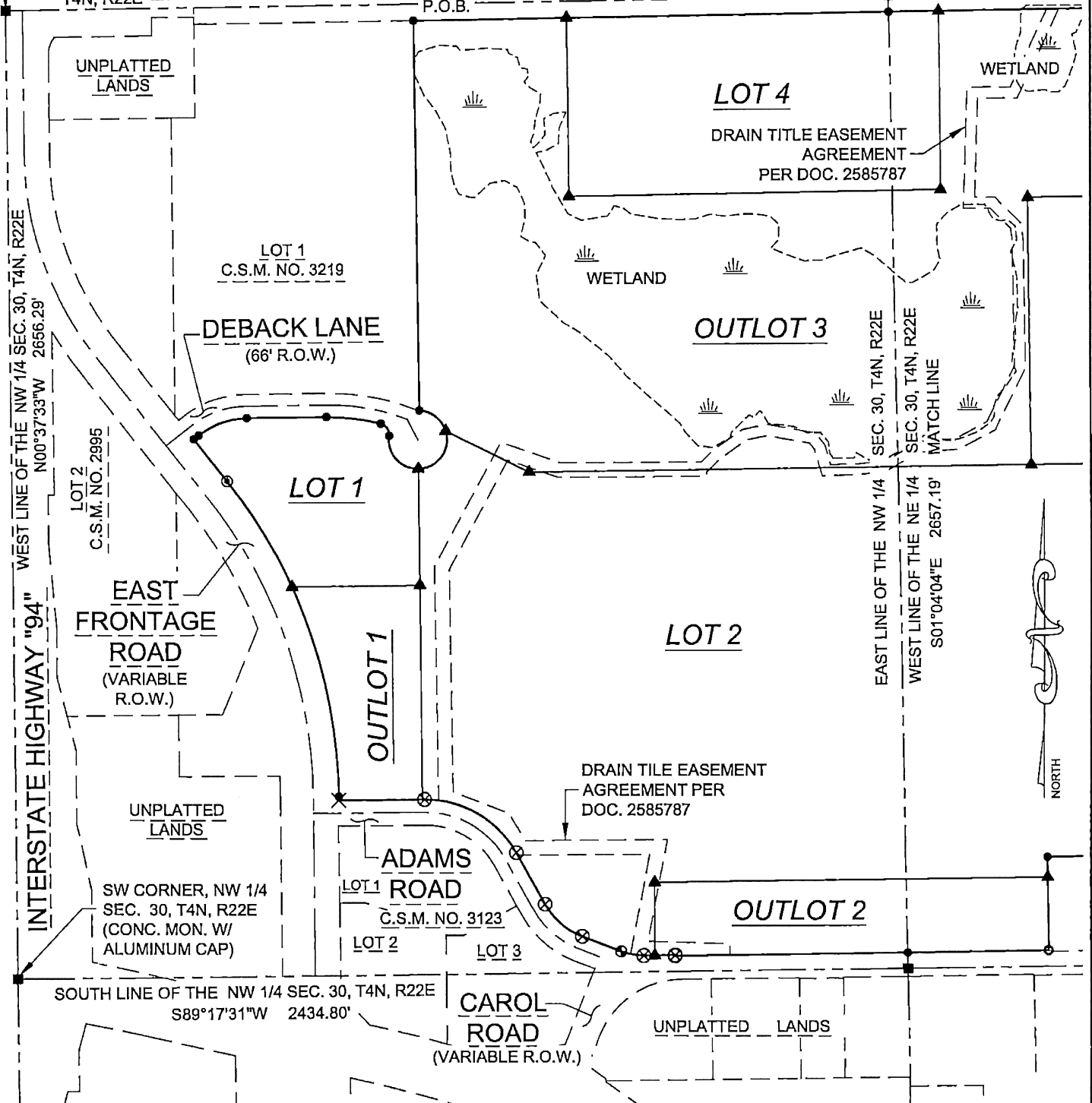


MARCH 25, 2021

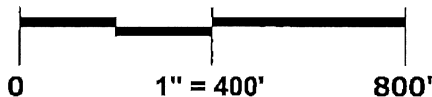
THE CORNER, NW 1/4
SEC. 30, T4N, R22E
CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)
N89°16'18"E 2414.31'
NORTH LINE OF THE
NW 1/4 SEC. 30
T4N, R22E

FOUR MILE ROAD
(VARIABLE R.O.W.)



GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD 1 SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#390.10

SHEET 6 OF 13

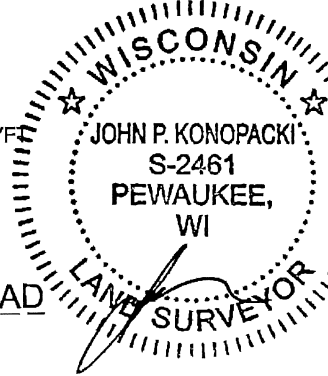
CERTIFIED SURVEY MAP NO. 3437

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NW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/ BRASS CAP)



MARCH 25, 2021

NE CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON.
W/ BRASS CAP)
N 293,230.43
E 2,551,828.99
(WISCONSIN STATE
PLANE COORDINATE
SYSTEM, SOUTH ZONE)

FOUR MILE ROAD
(VARIABLE R.O.W.)

P.O.B.

UNPLATTED
LANDS

LOT 1
C.S.M. NO. 3219

DEBACK LANE
(66' R.O.W.)

LOT 2
C.S.M. NO. 2995

EAST
FRONTAGE
ROAD
(VARIABLE
R.O.W.)

LOT 1

OUT
LOT
1

UNPLATTED
LANDS

SW CORNER, NW 1/4
SEC. 30, T4N, R22E
(CONC. MON. W/
ALUMINUM CAP)

ADAMS
ROAD

LOT 1
C.S.M. NO. 3123

LOT 2

LOT 3

CAROL
ROAD
(VARIABLE R.O.W.)

UNPLATTED LANDS

LOT 4

WETLAND

WETLAND

OUTLOT 3

30' SANITARY SEWER EASEMENT
AGREEMENT PER DOC. 2585788

30' WATERMAIN EASEMENT
AGREEMENT PER DOC. 2585789

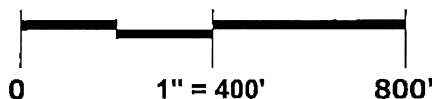
40' SANITARY AND
WATER MAIN EASEMENT
PER CSM 3302

SANITARY SEWER
EASEMENT PER
CSM 3302

LOT 2

OUTLOT 2

GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#390.10

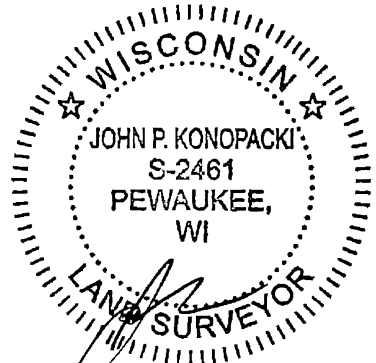
SHEET 7 OF 13

CERTIFIED SURVEY MAP NO. 3437

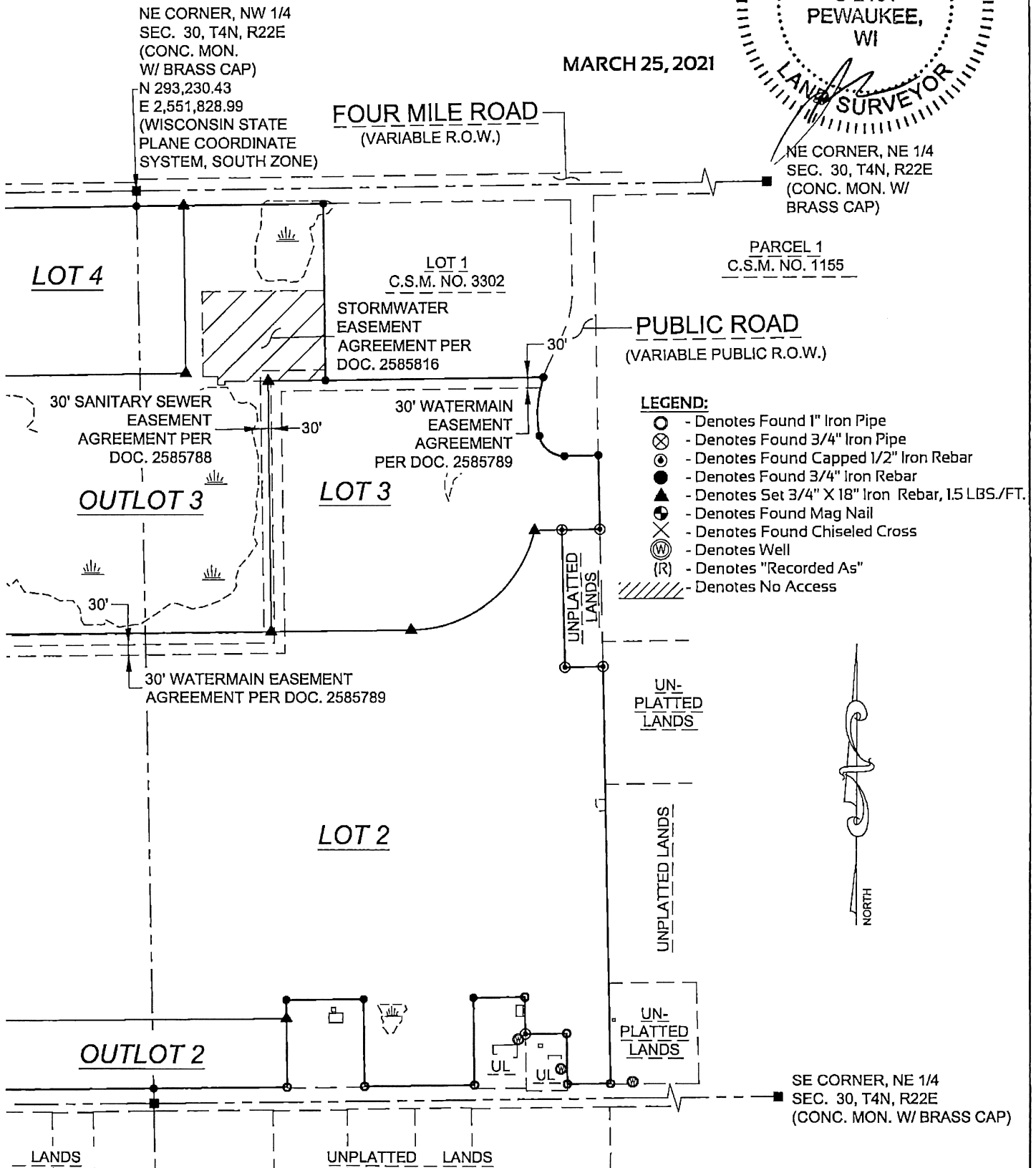
Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

NOTE:

- 30' Watermain Easement created in Certified Survey Map No. 3302 modified as described in Municipal Watermain Easement Agreement by and between Wispark LLC, Village of Caledonia and Village of Caledonia Utility District, Document No. 2585789.



MARCH 25, 2021

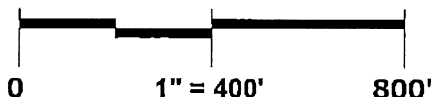


LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
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- (R) - Denotes "Recorded As"
- ▨ - Denotes No Access



GRAPHICAL SCALE (FEET)



Prepared By:

PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

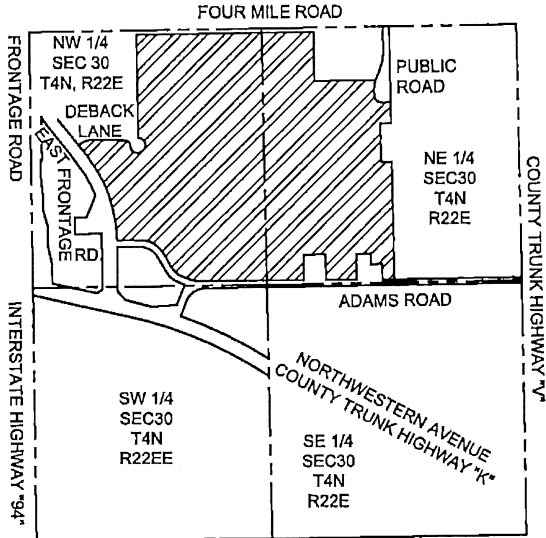
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
SHEET 8 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

VICINITY MAP SCALE 1":2000'



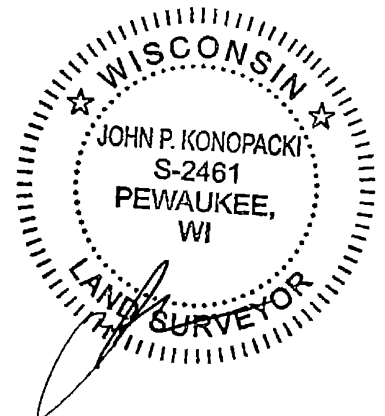
BOUNDARY LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S89°17'46"W	124.98'
L2	N00°42'14"W	148.00'
L3	S89°17'46"W	120.00'
L4	N00°42'14"W	108.17'
L5	S00°42'14"E	256.17'
L6	S89°17'46"W	320.00'
L7	N00°42'14"W	256.17'
L8	S00°42'14"E	256.17'
L9	N88°54'07"E	98.70'
L10	S89°05'09"W	79.45'
L11	N00°13'48"W	200.76'

BOUNDARY CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	63.37'	165.00'	022°00'21"	N79°42'15"W	62.98'	N89°17'35"E	S68°42'04"E
C2	138.16'	200.00'	039°34'47"	N48°54'41"W	135.43'	S68°42'04"E	N29°07'17"W
C3	305.84'	285.00'	061°29'06"	N59°51'50"W	291.37'	N29°07'17"W	S89°23'37"W
C4	932.12'	1420.00'	037°36'36"	N19°25'38"W	915.47'	N00°37'19"W	N38°13'56"W
C5	142.13'	217.00'	037°31'42"	N70°31'55"E	139.61'	S89°17'46"W	S51°46'04"W
C6	151.13'	567.00'	015°16'18"	S83°04'05"E	150.68'	N75°25'56"W	S89°17'46"W
C7	43.64'	30.00'	83°20'42"	S33°45'35"E	39.89'	N07°54'47"E	N75°25'56"W
C8	384.45'	80.00'	275°20'23"	N50°14'35"E	107.74'	S87°25'36"E	N07°54'47"E
C9	171.75'	333.00'	029°33'04"	S03°52'45"W	169.85'	S18°39'18"W	S10°53'47"E
C10	100.78'	72.00'	080°12'06"	S50°59'50"E	92.76'	S10°53'47"E	N88°54'07"E
C11	498.18'	373.00'	076°31'29"	S51°08'13"W	461.97'	N89°23'57"E	N12°52'28"E
C12	591.39'	1420.00'	023°51'43"	N12°33'11"W	587.12'	N00°37'19"W	N24°29'02"W
C13	340.73'	1420.00'	013°44'54"	N31°21'29"W	339.91'	N24°29'02"W	N38°13'56"W
C14	137.56'	80.00'	098°31'10"	S41°20'48"E	121.23'	S07°54'47"W	N89°23'37"E
C15	149.13'	80.00'	106°48'19"	N35°59'27"E	128.46'	N89°23'37"E	N17°24'42"W
C16	97.76'	80.00'	070°00'54"	N52°25'09"W	91.79'	N17°24'42"W	N87°25'36"W

WETLAND RESTRICTIONS

1. Grading and filling are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc., is prohibited, with the exception that dead, diseased or dying vegetation may be removed.
4. Grazing by domesticated animals, ie., horses, cows, etc., is prohibited.
5. The introduction of plant material not indigenous to the existing environment of the Wetland area is prohibited.
6. Ponds may be permitted subject to the approval of the municipality and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings is prohibited.



MARCH 25, 2021

Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
 SHEET 9 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and redivided all of Lot 2 of Certified Survey Map No. 3302, recorded in the Office of the Register of Deeds for Racine County as Document No. 2498467, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northwest 1/4 of said Section 30; thence North 89°16'18" East along the north line of said Northwest 1/4, 515.50 feet; thence South 00°37'34" East, 45.00 feet to the south right of way line of Four Mile Road; thence North 89°16'18" East along said south right of way line, 601.64 feet to the point of beginning:

Thence continuing North 89°16'18" East along said south right of way line, 1297.20 feet; thence North 89°23'57" East along said south right of way line, 541.91 feet to the west line of Lot 1 of Certified Survey Map No. 3302; thence South 00°36'03" East along said west line, 512.00 feet to the south line of said Lot 1; thence North 89°23'57" East along said east line, 634.29 feet to the westerly right of way line of a Public Road and a point on a curve; thence southerly 171.75 feet along the arc of said curve to the left and said right of way line, whose radius is 333.00 feet and whose chord bears South 03°52'45" West, 169.85 feet to a point of compound curve; thence southeasterly 100.78 feet along the arc of said compound curve to the left and said right of way line, whose radius is 72.00 feet and whose chord bears South 50°59'50" East, 92.76 feet; thence North 88°54'07" East along said right of way line, 98.70 feet to the east line of the West 1/2 of said Northeast 1/4; thence South 01°05'53" East along said east line, 215.28 feet; thence South 89°05'09" West, 110.09 feet; thence South 01°05'53" East, 400.00 feet; thence North 88°54'07" East, 110.08 feet to the aforesaid east line; thence South 01°05'53" East along said east line, 1211.75 feet to the north right of way line of Adams Road; thence South 89°17'46" West along said north right of way line, 124.98 feet; thence North 00°42'14" West, 148.00 feet; thence South 89°17'46" West, 120.00 feet; thence North 00°42'14" West, 108.17 feet; thence South 89°17'46" West, 150.00 feet; thence South 00°42'14" East, 256.17 feet to the aforesaid north right of way line; thence South 89°17'46" West along said north right of way line, 320.00 feet; thence North 00°42'14" West, 256.17 feet; thence South 89°17'46" West, 225.00 feet; thence South 00°42'14" East, 256.17 feet to the aforesaid north right of way line; thence the following courses along said north right of way line: South 89°17'46" West, 387.46 feet; South 89°17'31" West, 633.71 feet; North 00°42'25" West, 2.00 feet; South 89°17'35" West, 85.52 feet to a point of curvature; Northwesterly 63.37 feet along the arc of said curve to the right, whose radius is 165.00 feet and whose chord bears North 79°42'15" West, 62.98 feet; North 68°42'04" West, 113.65 feet to a point of curvature; Northwesterly 138.16 feet along the arc of said curve to the right, whose radius is 200.00 feet and whose chord bears North 48°54'41" West, 135.43 feet; North 29°07'17" West, 160.67 feet to a point of curvature; Northwesterly 305.84 feet along the arc of said curve to the left, whose radius is 285.00 feet and whose chord bears North 59°51'50" West, 291.37 feet; South 89°23'37" West, 235.10 feet to the east right of way line of East Frontage Road; thence North 00°36'23" West along said east right of way line, 10.25 feet to a point of curvature; thence Northwesterly 932.12 feet along the arc of said curve to the left and said east right of way line, whose radius is 1420.00 feet and whose chord bears North 19°25'38" West, 915.47 feet; thence North 38°13'56" West along said east right of way line, 147.33 feet to south right of way line of Deback Lane; thence the following courses along the south and then north right of way line of said Deback Lane: North 51°46'04" East, 17.54 feet to a point of curvature; Northeasterly 142.13 feet along the arc of said curve to the right, whose radius is 217.00 feet and whose chord bears North 70°31'55" East, 139.61 feet to point of tangency; North 89°17'46" East, 217.75 feet to a point of curvature; Southeasterly 151.13 feet along the arc said curve to the right, whose radius is 567.00 feet and whose chord bears South 83°04'05" East, 150.68 to a point of compound curvature; Southeasterly 43.64 feet along the arc of said curve to the right, whose radius is 30.00 feet and whose chord bears South 33°45'35" East, 39.89 feet of reverse curve; Northeasterly 384.45 feet along the arc of said curve to the left, whose radius is 80.00 feet and whose chord bears North 50°14'35" East, 107.74 feet to the east line of Lot 1 of Certified Survey Map No. 3219; thence North 00°42'14" West along said east line, 1066.06 feet to the Point of Beginning.

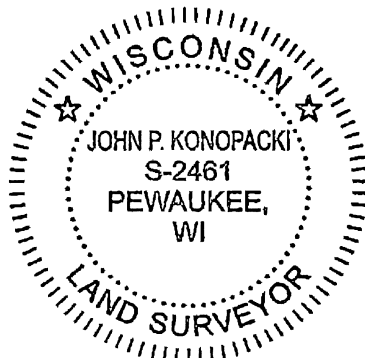
Containing 6,397,456 square feet (146.8654 acres) of land, more or less.

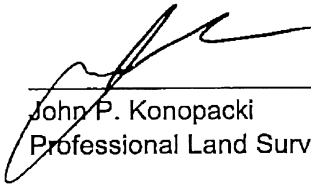
That I have made such survey, land division and map by the direction of WISPARK LLC, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the same.

Date: MARCH 25, 2021




John P. Konopacki
Professional Land Surveyor S-2461

Prepared By:

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100

BROOKFIELD, WI 53186

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

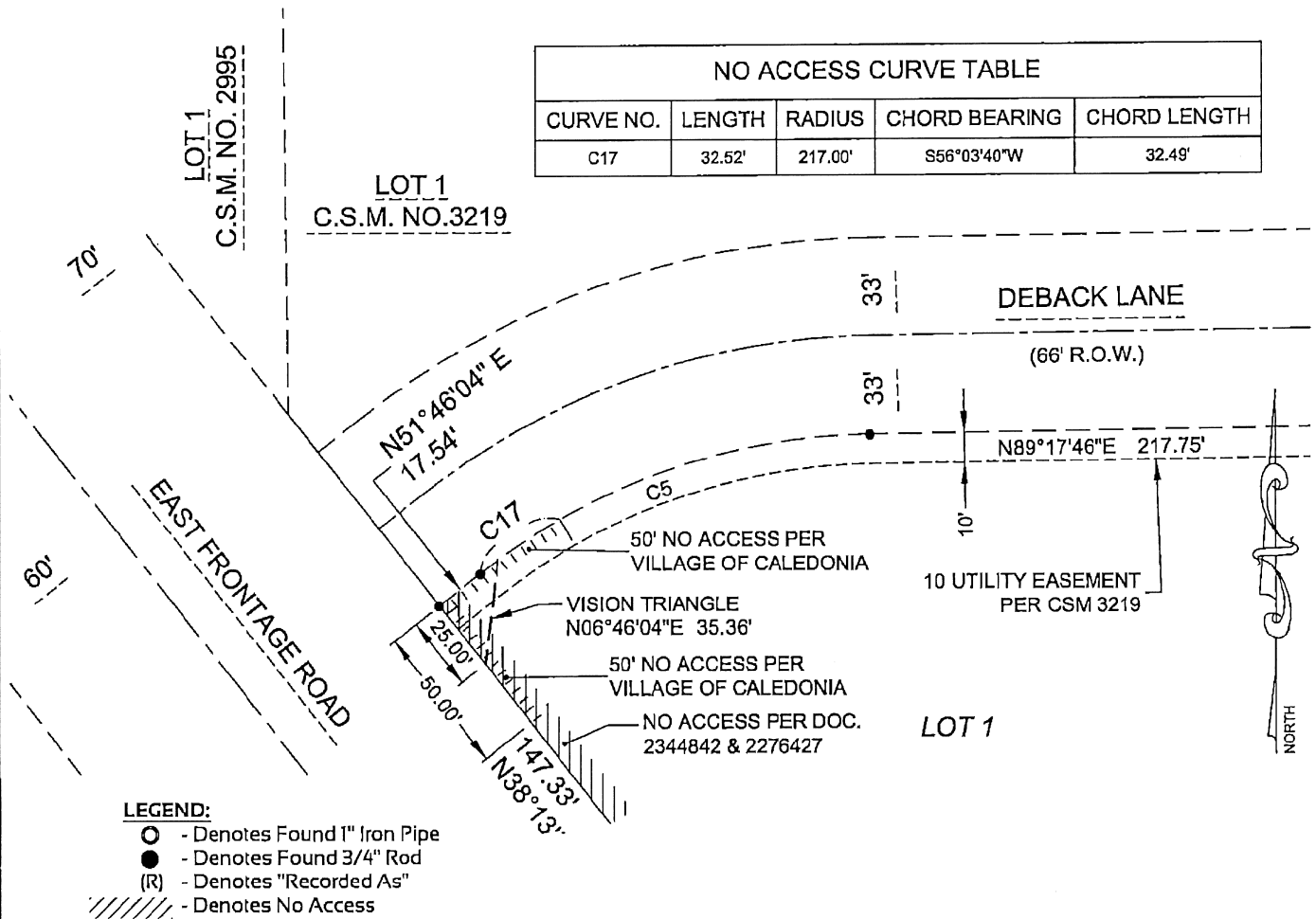
PEG JOB#390.01
SHEET 10 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

NO ACCESS AND VISION CORNER EASEMENT DETAIL

SCALE=1"=60'

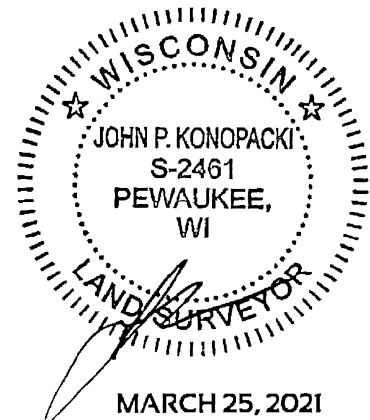


NO ACCESS NOTE:

WISPARK, LLC, as owner, hereby restricts all lots in that no owner possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with East Frontage Road, as shown on this certified survey map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin State Statutes, and shall be enforceable by the Department of Transportation.

VISION CORNER EASEMENT RESTRICTIONS:

No structure or improvements of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.



MARCH 25, 2021

Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEGJOB#390.10
SHEET II OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

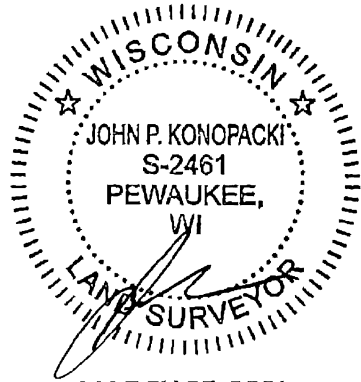
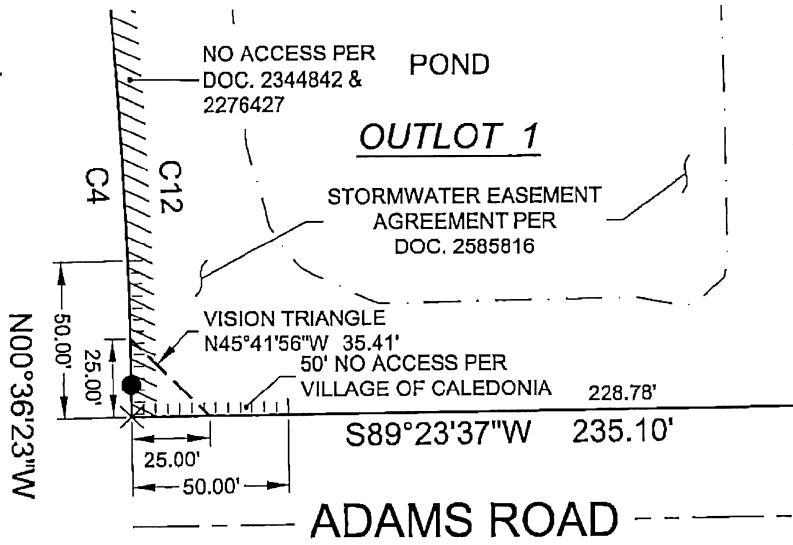
LEGEND:

- - Denotes Found 1" Iron Pipe
- ⊗ - Denotes Found 3/4" Iron Pipe
- ⊙ - Denotes Found Capped 1/2" Iron Rebar
- - Denotes Found 3/4" Iron Rebar
- ▲ - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
- ⊕ - Denotes Found Mag Nail
- ⊗ - Denotes Found Chiseled Cross
- ⊙ - Denotes Well
- (R) - Denotes "Recorded As"
- //// - Denotes No Access

NO ACCESS AND VISION CORNER EASEMENT DETAILS

SCALE=1"=60'

EAST FRONTAGE ROAD



MARCH 25, 2021

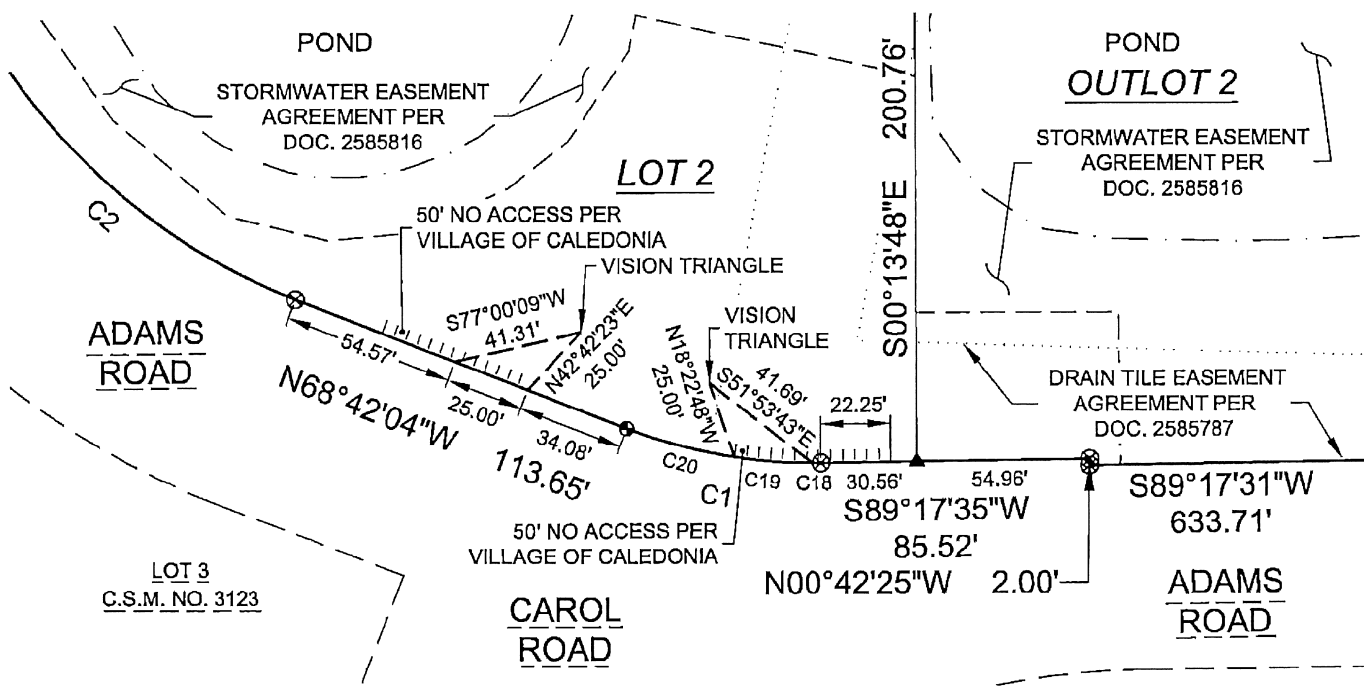
NO ACCESS NOTE:

WISPARK, LLC, as owner, hereby restricts all lots in that no owner possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with East Frontage Road, as shown on this certified survey map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin State Statutes, and shall be enforceable by the Department of Transportation.

VISION CORNER EASEMENT RESTRICTIONS:

No structure or improvements of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.

VISION TRIANGLE EASEMENT CURVE TABLE				
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C18	2.74'	165.00'	S89°46'08"W	2.74'
C19	25.02'	165.00'	N85°24'38"W	25.00'
C20	35.61'	165.00'	N74°53'01"W	35.54'



Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PL5-License No. S-2461

PEGJOB#390.10
SHEET 12 OF 13

CERTIFIED SURVEY MAP NO. 3437

Being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin

OWNER'S CERTIFICATE OF DEDICATION

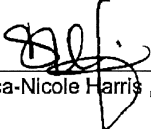
WISPARK LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

I also certify that this certified survey map is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1. Village of Caledonia

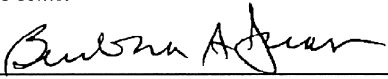
IN WITNESS WHEREOF, the said WISPARK LLC has caused these presents to be signed by Erica-Nicole Harris, Vice President, at Milwaukee, Milwaukee County, Wisconsin, on this 25th day of March, 2021.

In the presence of: WISPARK LLC


Erica-Nicole Harris, Vice President

STATE OF WISCONSIN)
Milwaukee COUNTY) SS

Personally came before me this 25th day of March, 2021, Erica-Nicole Harris, Vice President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

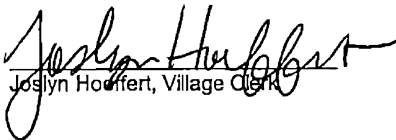

Notary Public
Name: _____
State of Wisconsin: _____ Barbara A. Juran
My Commission Expires: _____ Notary Public, State of Wisconsin
My commission expires August 24, 2024



VILLAGE BOARD APPROVAL

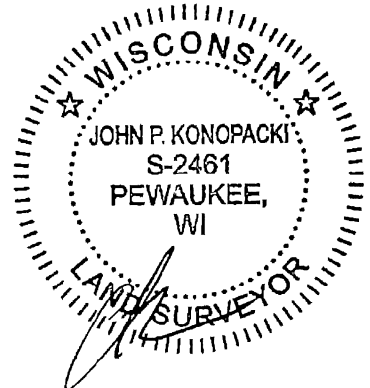
Approved by the Village Board of the Village of Caledonia on this 15th day of MARCH, 2021.

3/26/21
Date


Joslyn Hoofert, Village Clerk

FROM ALL OF:
104-04-22-30-015-202

TO:
LOT 1 104-04-22-30-015-210
LOT 2 104-04-22-30-015-220
LOT 3 104-04-22-30-015-230
LOT 4 104-04-22-30-015-240
OUTLOT 1 104-04-22-30-015-250
OUTLOT 2 104-04-22-30-015-260
OUTLOT 3 104-04-22-30-015-270



MARCH 25, 2021

Prepared By:
PINNACLE ENGINEERING GROUP
20725 WATERTOWN ROAD | SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#390.10
SHEET 13 OF 13

State Bar of Wisconsin Form 6-2003
SPECIAL WARRANTY DEED

Karie Pope
KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Document Number

Document Name

THIS DEED (this "Deed"), made between Central Storage & Warehouse LLC, a Delaware limited liability company ("Grantor," whether one or more), and Central Storage & Warehouse LLC, a Delaware limited liability company ("Grantee," whether one or more). Grantor conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Racine County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

See Exhibit A attached hereto and incorporated herein by reference.

The parcels described on Exhibit A attached hereto (the "Parcels") are contiguous. The ownership of the Parcels is identical, and all delinquent taxes with respect to the Parcels have been paid in full. This Deed is intended to combine the Parcels into a single parcel pursuant to Section 70.28 of the Wisconsin State Statutes. The conveyance contemplated by this Deed is not a conveyance under Section 77.21 of the Wisconsin State Statutes and is exempted from fee and transfer form.

Recording Area

Name and Return Address

Andrew Sucoff, Esq.
Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

104-04-22-30-015-230; 104-04-22-30-015-201

Parcel Identification Number (PIN)

This is not homestead property.
(*) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances arising by, through, or under Grantor except those matters of record as of the date hereof.

Dated as of June 28, 2023.

SEE ATTACHED SIGNATURE PAGES

_____(SEAL)_____(SEAL)
* _____ *

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN _____)

authenticated on _____

_____) ss:
_____ COUNTY _____)

* _____

Personally came before me on _____,
the above named _____

TITLE: MEMBER STATE BAR OF WISCONSIN

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

to me known to be the person(s) who executed the foregoing
instrument and acknowledge the same.

THIS INSTRUMENT DRAFTED BY:

James A. Adams, Esq.

* _____

Goodwin Procter LLP

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

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

SPECIAL WARRANTY DEED

© 2003 STATE BAR OF WISCONSIN

FORM NO. 6-2003

*Type name below signatures.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

As to Parcel I:

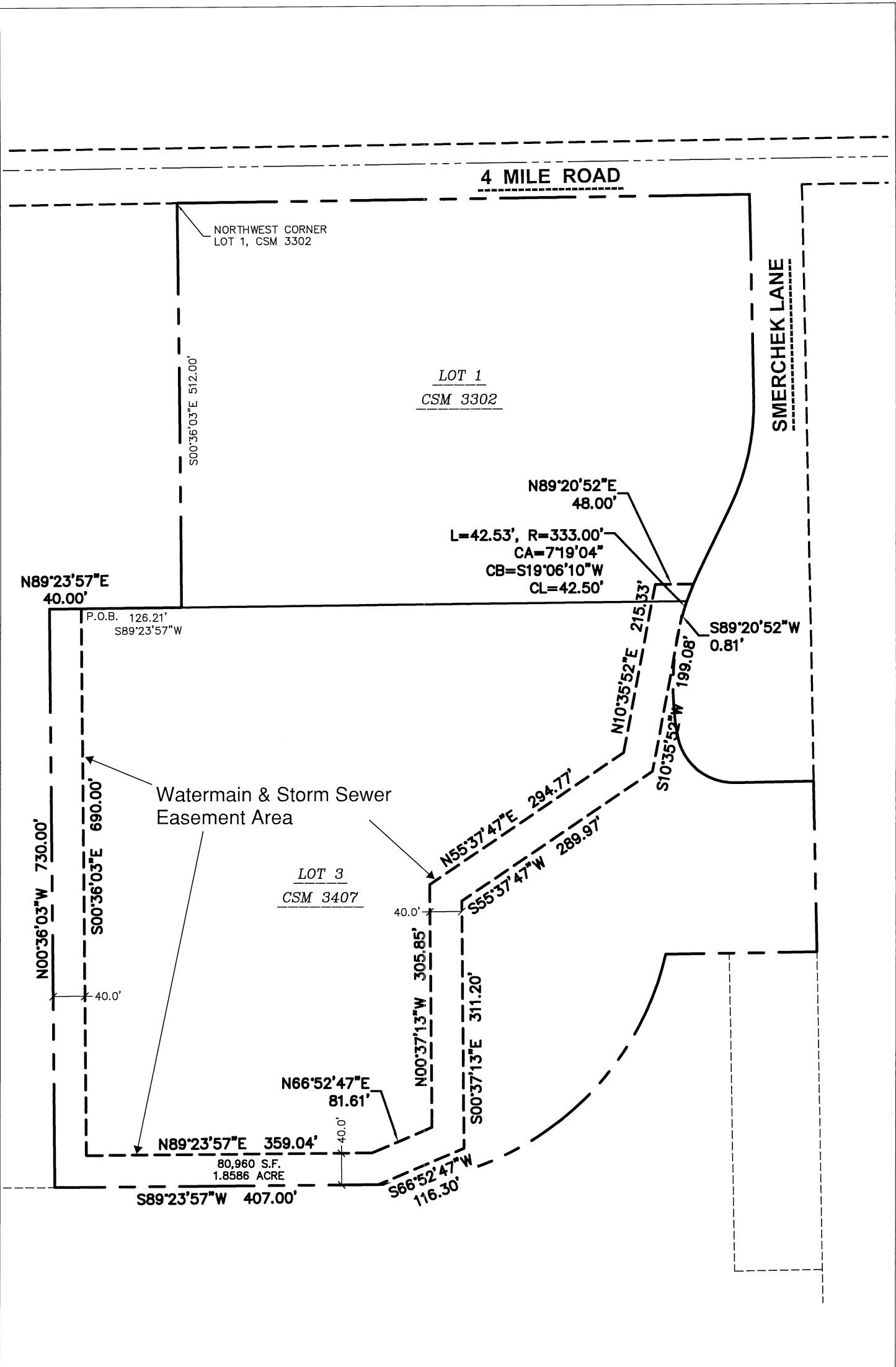
Lot 1, Certified Survey Map No. 3302, recorded on July 13, 2018, in Volume 10 of Certified Survey Maps, pages 918-929, as Document No. 2498467, being a redivision of all of Lot 2 of Certified Survey Map No. 3219, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

As to Parcel II:

Lot 3 of Certified Survey Map No. 3437, recorded in the Office of the Register of Deeds for Racine County, Wisconsin on March 26, 2021, as Document No. 2586090, being a redivision of all of Lot 2, Certified Survey Map No. 3302, located in the Southwest 1/4 and Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northwest 1/4 of the Northwest 1/4 of Section 30, Township 4 North, Range 22 East, Village of Caledonia, County of Racine, State of Wisconsin.

EXHIBIT B

File: R:\2018\18-8537E\DWG\188537E Exhibit - Easement_Utilities.dwg Layout: Sheet 1 User: deponjr Plotdate: Aug 25, 2023 - 8:16am Xref's



PROPERTY EXHIBIT
40' Watermain & Storm Sewer Easement

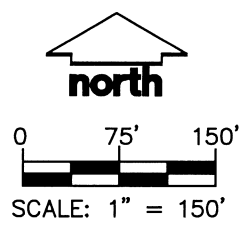
SURVEYED BY:

MILWAUKEE REGIONAL OFFICE
 W238 N 1610 BUSSE ROAD, SUITE 100
 WAUKESHA, WISCONSIN 53188
 P. 262.513.0666

SURVEYED FOR:
CSW
PHASE IIA
 12725 4 MILE RD
 CALEDONIA, WI

PROJECT NO: 18-8537E
FIELDBOOK/PG: —
SHEET NO: 1 OF 2

SURVEYED BY: JSD
DRAWN BY: DHS



LEGAL DESCRIPTION


PART OF LOT 1 OF CERTIFIED SURVEY MAP NO. 3302 AND PART LOT 3 OF CERTIFIED SURVEY MAP NO. 3437, BEING PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID CERTIFIED SURVEY MAP (CSM) 3302; THENCE S00°36'03"E ALONG THE WESTERLY LINE OF SAID CSM 512.00 FEET TO THE SOUTHWEST CORNER OF SAID CSM; THENCE S89°23'57"W ALONG THE NORTH LINE OF SAID CSM 3437, 126.21 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S00°36'03"E 690.00 FEET; THENCE N89°23'57"E 359.04 FEET; THENCE N66°52'47"E 81.61 FEET; N00°37'13"W 305.85 FEET; THENCE N55°37'47"E 294.77 FEET; THENCE N10°35'52"E 215.33 FEET; THENCE N89°20'52"E 48.00 FEET TO A POINT ON THE WEST LINE OF SMERCHEK LANE, A PUBLIC ROAD; THENCE SOUTHWESTERLY 42.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND WEST LINE OF SAID ROAD, WHOSE CENTER LIES TO THE SOUTHEAST, WHOSE RADIUS IS 333.00 FEET AND WHOSE CHORD BEARS S19°06'10"W 42.50 FEET; THENCE S89°20'52"W 0.81 FEET; THENCE S10°35'52"W 199.08 FEET; THENCE S55°37'47"W 289.97 FEET; THENCE S00°37'13"E 311.20 FEET; THENCE S66°52'47"W 116.30 FEET TO A POINT ON THE SOUTH LINE OF SAID CSM 3437; THENCE S89°23'57"W ALONG SAID SOUTH LINE 407.00 FEET TO THE SOUTHWEST CORNER OF SAID CSM; THENCE N00°36'03"W ALONG THE WEST LINE OF SAID CSM 730.00 FEET; THENCE N89°23'57"E 30.00 FEET TO THE POINT OF BEGINNING.

LANDS CONTAINING 80,960 SQUARE FEET OR 1.8586 ACRES

File: R:\2018\18-8537E\DWG\188537E Exhibit - Easement Utility.dwg Layout: Sheet 2 User: dpanzer Plotted: Aug 25, 2023 8:16am Xref:

PROPERTY EXHIBIT
40' Watermain & Storm Sewer Easement

SURVEYED BY:  MILWAUKEE REGIONAL OFFICE W238 N 1610 BUSSE ROAD, SUITE 100 WAUKESHA, WISCONSIN 53188 P. 262.513.0666	SURVEYED FOR: CSW PHASE IIA 12725 4 MILE RD CALEDONIA, WI	PROJECT NO: <u>18-8537E</u> FIELDBOOK/PG: <u>-</u> SHEET NO: <u>2 OF 2</u>	SURVEYED BY: <u>JSD</u> DRAWN BY: <u>DHS</u>
	(Empty space for notes or additional information)		

RESOLUTION NO. 2023-111

**RESOLUTION AUTHORIZING THE VILLAGE OF
CALEDONIA TO ACCEPT A LAW ENFORCEMENT MENTAL
HEALTH AND WELLNESS GRANT FROM THE U.S. DEPARTMENT OF
JUSTICE – OFFICE OF COMMUNITY ORIENTED POLICING**

WHEREAS, In February of 2023, the United States Department of Justice (DOJ) Office of Community Oriented Policing (COPS) posted a grant opportunity for a Law Enforcement Mental Health and Wellness Grant.

WHEREAS, The grant solicitation aims to support law enforcement agencies seeking to implement new or enhance existing programs that offer training and/or services for officer mental health, peer mentoring, suicide prevention, stress reduction, and police officer family services.

WHEREAS, the Caledonia Police Department applied for the grant opportunity with the goal of a multifaceted approach to mental health and wellness to include neck-up check-ups, wellness educational opportunities, critical incident stress debriefings, ride-alongs with a trained counselor, professional counseling visits, etc.

WHEREAS, on October 13th the Caledonia Police Department was advised we have been awarded a grant in the amount of \$24,540.00 for a two-year period beginning in 2024.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Caledonia, Racine County, Wisconsin, do hereby authorize the acceptance an award for a Law Enforcement Mental Health and Wellness Grant through U.S. DOJ – COPS Office for \$24,540.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin on this ____ day of October 2023.

By: _____
Thomas R. Weatherston, President

Attest: _____
Joslyn Hoeffert, Village Clerk

VILLAGE OF CALEDONIA

FISCAL NOTE: BUDGET MODIFICATION FOR RECEIPT OF A HEALTH AND WELLNESS GRANT FOR THE CALEDONIA POLICE DEPARTMENT
FROM THE US DEPARTMENT OF JUSTICE-OFFICE OF COMMUNITY ORIENTED POLICING

FISCAL YEAR: **2023**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	YEAR TO DATE EXPENDITURES	CURRENT BALANCE	BUDGET MODIFICATION	BUDGET AFTER MODIFICATION	REMAINING BUDGET BALANCE
DEPARTMENT: POLICE							
MENTAL HEALTH GRANT REVENUE	250-30-48907	\$ -	\$ -	\$ -	\$ 24,540	\$ 24,540	\$ 24,540
MENTAL HEALTH GRANT EXPENDITURES	250-30-64198	\$ -	\$ -	\$ -	\$ 24,540	\$ 24,540	\$ 24,540
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,540</u>	<u>\$ 24,540</u>	<u>\$ 24,540</u>

Note: All unspent grant funds will be automatically carried forward to preceedng years within the grant period.

RESOLUTION NO. 2023-112

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA
TO APPROVE A BILLING SERVICES AGREEMENT WITH EMS
MANAGEMENT & CONSULTANTS, INC.**

WHEREAS, the Village of Caledonia’s provider for EMS billing services (3Rivers) was sold; and

WHEREAS, EMS MANAGEMENT & CONSULTANTS, INC., a nationally recognized emergency medical services billing company, purchased 3Rivers and assumed the existing accounts and

WHEREAS, EMS MANAGEMENT & CONSULTANTS, INC. will contractually provide an equal or higher level of routine billing, bill processing, and fee collection services at the same terms as the current contract with 3Rivers.

WHEREAS, village staff and legal counsel have reviewed the proposed billing services agreement with EMS MANAGEMENT & CONSULTANTS, INC. and recommend approval with an initial three-year term.

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Caledonia, Racine County, Wisconsin, that a contract between the Village of Caledonia and EMS Management & Consultants, Inc. is authorized and approved subject to the final form of the agreement being reviewed and approved by the Village Administrator and Village Attorney.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of October 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, President

Attest: _____
Joslyn Hoeffert, Clerk

BILLING SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

1. ENGAGEMENT.

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

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

2. EMS|MC Responsibilities.

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

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

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

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

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

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

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

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC shall provide thirty (30) days written notice of its intention to charge Client on a going forward basis for any assistance provided by EMS|MC at EMS|MC's then current hourly rates which rates shall be included with such notice. After such notice, Client shall only be charged for such assistance if Client utilizes such assistance going forward.

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

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

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

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

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

- iv. Providing any service not expressly required of EMS|MC by this Agreement.

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

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

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

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

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

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

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

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

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

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

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

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

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

4. EMS|MC WEB PORTALS.

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

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

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 6.5% percent of "Net Collections" and and/or 5.5% for

Fire/MVA for as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts.

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

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 30th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via ACH draft initiated by EMS|MC into EMS|MC's bank account.

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

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

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on September 1, 2023 and shall thereafter continue through August 31, 2026 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration

of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

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

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

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

d. **Termination for any other Reason.** Either party may terminate this Agreement for any reason with written notice at least 90 days before the intended termination date.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts

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

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

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

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

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

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

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct,

designation of a compliance officer, quality assurance policy and effective training and education programs.

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

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

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending one (1) year after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and

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

b. *Confidentiality; Public Records.* The Parties acknowledge that each Party will receive information that is required to be kept confidential under this Agreement and that is governed by HIPPA or is proprietary. Client is a municipal corporation subject to the Wisconsin public records law. EMS|MC agrees to provide any and all records related to the services provided under this Agreement available to Client as soon as practicable and without delay upon request of Village for any period of time the Vendor maintains such records. EMS|MC shall have the right to deny the release of any record that would qualify for an exemption under the public records law including any records EMS|MC determines is protected under HIPPA or is proprietary. EMS|MC also agrees to maintain all records directly related to its services provided under this Agreement during the term of this Agreement or any extension thereof and for an additional period of seven (7) years after the termination of this Agreement or any extension thereof. Further, EMS|MC agrees to defend, indemnify and hold the Client harmless from any claims, damages and causes of action including payment of actual attorney's fees incurred by Client resulting from the EMS|MC breach of this section of this Agreement.

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

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

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

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

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

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

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the thirty-six (36) months prior to the event giving rise to the Claim or the limits of available insurance whichever is greater (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; or one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived.

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

h. EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any claims, fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's breach of contract, negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought except to the extent that EMS/MC disputes inclusion of amounts within said

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

i. In any action at law between the Parties regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party subject to applicable limits of municipal liability under Wisconsin statutory and caselaw, the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, court filing fees, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

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

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

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service,

according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

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

EMS|MC:

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

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

e. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin, notwithstanding any conflicts of law rules to the contrary and shall be venued in the Racine County Circuit Court and the State of Wisconsin

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

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

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

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

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

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

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

m. Insurance. EMS/MC shall provide the Client with a Certificate of Insurance evidencing proof of comprehensive business liability and errors and omissions insurance in amounts standard in its industry.

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

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

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

Village of Caledonia

By: _____

By: _____

Print Name: _____

Print Name: Thomas Weatherston__

Title: _____

Title: Village President_____

Date: _____

Date: _____

Attest: _____

By: _____

Title: _____

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

(Signature of Finance Officer)

(Print Name)

Attachment 1 Business Associate Addendum

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

WITNESSETH:

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

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

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

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

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

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

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

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

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

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

1. the disclosures are required by law; or

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

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

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

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

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

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

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

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port

scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

V. OBLIGATIONS OF COVERED ENTITY

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

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

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

VI. TERM AND TERMINATION

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

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

c. Effect of Termination.

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

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

VII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

Village of Caledonia

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

VILLAGE OF CALEDONIA BOARDS, COMMISSIONS, AND COMMITTEES ATTENDANCE POLICY

SECTION I. APPLICATION

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

SECTION II. POLICY; GENERALLY.

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

SECTION III. REPORTING ABSENCES

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

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

SECTION IV. DEFINITIONS

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