

# VILLAGE BOARD MEETING AGENDA Tuesday, March 28, 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. Communications and Announcements
- 5. **Approval of Minutes** 
  - Village Board March 14, 2023
- 6. Citizens Reports (citizen comments are in-person only)
- 7. Committee Reports
  - A. Finance
    - 1. Approval of A/P checks
- 8. Ordinances and Resolutions
  - A. **Resolution 2023-19** Resolution Authorizing The Payment To Liberty Mutual For Auto Loss Claim Involving The Caledonia Fire Department
  - B. **Resolution 2023-20** Resolution Of The Village Board Of The Village Of Caledonia Approving An Amended Development Agreement For The Probio Development
  - C. **Resolution 2023-21** A Resolution Of The Village Board Of The Village Of Caledonia Approving The Installation Of A Retaining Wall With A Fence In An Existing 15' Drainage Easement In Lot 93 Of The Auburn Hills Subdivision
  - D. **Resolution 2023-22** A Resolution Of The Board Of Trustees Of The Village Of Caledonia Approving A Park Use Agreement For Caledonia Baseball/Softball League, Inc. For Use Of The Crawford Park
  - E. **Resolution 2023-23** Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Real Racine For Tourism Services
  - F. **Resolution 2023-25** Resolution Authorizing The Village Of Caledonia To Execute The Partial Release Of The Wispark Development Agreement For Lot 3 In Deback Farms Business Park For Individual Site Development In Tax Incremental District No. 4
- 9. **New Business**
- 10. Report from Village Administrator
- 11. Closed Session Items
  - A. The Village Board may take up a motion to go into CLOSED SESSION pursuant to Sec. 19.85(1) (g), Wis. Stat., conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: specifically to discuss the Litigation in Racine County Case Number 2022CV000520 Mark Gracyalny, Four Mile Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski vs. Village of Caledonia and Caledonia Sewer and Water Utility District **AND** Pursuant Sec. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing

of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically, to discuss potential infill residential developments **AND** Cooperative Boundary Agreement between the Village of Caledonia and the Village of Raymond.

- B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted.
- C. **Resolution 2023-24** Resolution Of The Village Board Of The Village Of Caledonia Authorizing The Village To Enter Into A Settlement Agreement In Racine County Case No. 2022-CV-520, Mark Gracyalny, Four Mile Road, LLC, Mark And Debra Hammond, Thomas Michels And Shirley Mozejewski V. Village Of Caledonia And Caledonia Sewer And Water Utility District

# 12. Adjournment

# 1 - Order

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

# 2 - Pledge of Allegiance

# 3 - Roll Call

Board: President Dobbs, Trustee Stillman, Trustee Weatherston, Trustee Martin, Trustee

McManus, Trustee Folk, and Trustee Wishau.

Absent: None.

Staff: Also present were Village Engineer Ryan Schmidt, Finance Director Wayne Krueger,

Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, and Administrator Kathy Kasper. Attorney Elaine Ekes was also present.

# 4 - Communications and Announcements

# 4A – Youth Development and Care Center Status Update

Presenter: Jonathan Delagrave, Racine County Executive

- Design and construction timeline presented
- Construction starts in June 2023
- Substantial completion and occupancy projected for September 2024
- 3D rendering of the building exterior presented
- Interior presentation to follow in the future

# 5 – Approval of Minutes

Village Board – February 28, 2023

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

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

None.

#### 7 – Committee Reports

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

Village - \$1,916,042.82 US Bank - \$32,105.76

Motion by Trustee Wishau to approve the A/P checks as presented for \$1,916,042.82. Seconded by Trustee Martin. Motion carried unanimously.

Motion by Trustee Wishau to approve the US Bank list as presented for \$32,105.76. Seconded by Trustee Martin. Motion carried unanimously.

# 8 – Ordinances and Resolutions

8A – Ordinance 2023-02 – An Ordinance To Amend The Planned Unit Development
Conditions And Restrictions Adopted In Ordinance No. 2020-19 For The Parcels Located At
5915, 5919 & 5945 Erie Street, Village Of Caledonia, Racine County, WI; CCM-Caledonia
LLC, Owner (Planning Commission: 02/27/2023, Motion carried 7/0).

Motion by Trustee Martin to approve Ordinance 2023-02 – An Ordinance To Amend The Planned Unit Development Conditions And Restrictions Adopted In Ordinance No. 2020-19 For The Parcels Located At 5915, 5919 & 5945 Erie Street, Village Of Caledonia, Racine County, WI; CCM-Caledonia LLC, Owner. Seconded by Trustee Weatherston. Motion carried unanimously.

8B - Resolution 2023-17 - Resolution Authorizing The Village Of Caledonia To Execute A Distribution Easement With The Wisconsin Electric Power Company For Electrical Service To The Public Safety Building - 5045 Chester Lane (Village Board Only).

Motion by Trustee Weatherston to approve Resolution 2023-17 – Resolution Authorizing The Village Of Caledonia To Execute A Distribution Easement With The Wisconsin Electric Power Company For Electrical Service To The Public Safety Building – 5045 Chester Lane subject to Legal review. Seconded by Trustee Folk. Motion carried unanimously.

8C — Resolution 2023-18 — A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct ±1,800 Square Foot Bathhouse And 76 Campsites On The Northern Portion Of Property Located 8425 STH 38, Village Of Caledonia, Scott Bender, Applicant, Bear Country Holdings LLC, Owner (Parcel ID No. 104-04-22-04-017-000) (Planning Commission: 02/27/2023, Motion carried 7/0).

Motion by Trustee Stillman to approve Resolution 2023-18 – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct ±1,800 Square Foot Bathhouse And 76 Campsites On The Northern Portion Of Property Located 8425 STH 38, Village Of Caledonia, Scott Bender, Applicant, Bear Country Holdings LLC, Owner (Parcel ID No. 104-04-22-04-017-000). Seconded by Trustee Weatherston. Motion carried unanimously.

# 9 – New Business 9A - REAL Racine

The Board discussed the restructuring of Real Racine and the use of room tax dollars. Contract must be in place before Village of Caledonia representation can be appointed to Real Racine. Trustee Martin was identified as a potential representative for that seat. The Board will consider a short-term contract at a future meeting.

### 9B – Cops Grant

Chief Botsch shared that a grant application has been submitted over the last two years with the goal of funding additional officers for his force. Despite the previous applications being unsuccessful, Chief Botsch expressed his desire to reapply for the grant to add two more officers to his team. He further explained the connection between the grant and the current referendum and how the grant would impact its funding.

Motion by Trustee Folk to authorize the Police Chief to apply for the Cops Grant. Seconded by Trustee Weatherston. Motion carried unanimously.

# 9C - Zoning Hub

Wagner gave an update on the recently launched Zoning Hub software, which is now accessible on the Village's website. He explained the different functionalities of the software and emphasized its value for users in various roles. Wagner highlighted that the software is a valuable resource for accessing zoning information and will serve as a useful tool.

# 10 – Report from Village Administrator

- Update on Water's Edge project.
- Cornerstone progress.
- Interest in South Hills property.
- A bi-county meeting is scheduled for this coming Saturday.
- Progress made on Caledonia, WI, recognized on zip codes project.

# 11 – Adjournment

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

Meeting adjourned at 6:39 p.m.

Respectfully submitted, Joslyn Hoeffert, Village Clerk

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Control   1988   ACH - QUADIENT FINANCE USA INC:   2.689.68   ACH - QUADIENT FINANCE USA INC:   2.689.68   ACH - QUADIENT FINANCE USA INC:   2.689.68   ACH - SUPERFLEET   2.220/2023   FEB-23; VEHICLE FUEL   0.314/2023   16.96   50-0-0-63200 Fuel, Oil, Fluids   5	Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - QUADIENT FINANCE USA INC:   2,899.69	ACH - QUADIENT FINANCE	E USA INC	;					
Total ACH - QUADIENT FINANCE USA INC:  ***CACH - SUPERFLEET*** Water Utility Fund 1730 ACH - SUPERFLEET** 1730 ACH - WCA GROUP HEALTH TRUST*  ***CACH - WCA GROUP HEALTH TRUST**  ***Total ACH - WCA GROUP HEALTH TRUST**  ***ACH - WC BENERGIES**  **	General Fund	3898	ACH - QUADIENT FINANCE USA	N9771272	POSTAGE METER LEASE 2/21/2	02/21/2023	690.69	100-90-62300 Office Equipment Rental & Main
ACH - SUPERPLEET Water Utility Fund 1730 ACH - SUPERPLEET 02/20/2023 FEB-23; VEHICLE FUEL 03/14/2023 16.96 500-06-83200 Fuel, Oil, Fluids Sewer Utility Fund 1730 ACH - SUPERPLEET 02/20/2023 FEB-23; VEHICLE FUEL 03/14/2023 16.97 501-09-63200 Fuel, Oil, Fluids 16.97 501-0	General Fund	3898	ACH - QUADIENT FINANCE USA	RACINE00000	POSTAGE FOR VILLAGE	01/31/2023	2,000.00	100-13-64040 Postage & Shipping
Name   Utility Fund   1730   ACH - SUPERFLEET   02/20/2023   FEB-23; VEHICLE FUEL   03/14/2023   16.98   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   16.97   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   03/14/2023   25/14.16   500-00-63200   Fuel, Oil, Fluids   FEB-23; VEHICLE FUEL   FUEL FUEL FUEL   FUEL FUEL FUEL FUEL FUEL FUEL FUEL FUEL	Total ACH - QUADIEN	T FINANC	E USA INC:				2,690.69	
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Total ACH - SUPERFLEET:   33.93	Water Utility Fund	1730	ACH - SUPERFLEET	02/20/2023	FEB-23; VEHICLE FUEL	03/14/2023	16.96	500-00-63200 Fuel, Oil, Fluids
ACH - WCA GROUP HEALTH TRUST:  General Fund 9142 ACH - WCA GROUP HEALTH TRUST:  252,714.16  Total ACH - WCA GROUP HEALTH TRUST:  252,714.16  ACH - WE ENERGIES  Water Utility Fund 380 ACH - WE ENERGIES 4458149502 JAN-23; GAS & ELECTRIC SERV 20/201/2023 1,817.33 500-00-64140 Utilities  Sewer Utility Fund 380 ACH - WE ENERGIES 4458149502 JAN-23; GAS & ELECTRIC SERV 20/201/2023 1,817.33 500-00-64140 Utilities  Sewer Utility Fund 380 ACH - WE ENERGIES 4458149502 JAN-23; GAS & ELECTRIC SERV 20/201/2023 216,86 500-20-64140 Utilities  Sewer Utility Fund 380 ACH - WE ENERGIES 4494602498 FEB-23; UTILITY GAS & ELECTRIC SERV 20/201/2023 214,86 500-00-64140 Utilities  Sewer Utility Fund 380 ACH - WE ENERGIES 4494602498 FEB-23; UTILITY GAS & ELECTRIC SERV 20/201/2023 214,86 500-00-64140 Utilities  Sewer Utility Fund 380 ACH - WE ENERGIES 4494602498 FEB-23; UTILITY GAS & ELECTRIC SERV 20/201/2023 214,88 500-00-64140 Utilities  Sewer Utility Fund 380 ACH - WE ENERGIES 4494602498 FEB-23; UTILITY GAS & ELECTRIC 30/202203 214,38 8 11 501-00-64140 Utilities  Total ACH - WE ENERGIES:  FEB-23; UTILITY GAS & ELECTRIC 30/202203 29,94 502-00-64140 Utilities  Total ACH - WE ENERGIES:  FEB-23; UTILITY GAS & ELECTRIC 30/202203 29,94 502-00-64140 Utilities  Total ACH - WE ENERGIES:  FEB-23; UTILITY GAS & ELECTRIC 30/202203 29,94 502-00-64140 Utilities  Total ACH - WE ENERGIES:  36,349.69  FILTERS FOR Q-RAE METERS 03/22/2023 65,62 100-35-64250 Equipment Repairs & Maintenanc  Total AFC INTERNATIONAL INC:  50-65.62  ALCIVIA  General Fund 680 ALCIVIA 4071 DIESEL FUEL FOR Q-10 03/22/2023 98,58 100-35-63200 Fuel, Oil, Fluids  Total ALCIVIA:  Total ALCIVIA:  4071 DIESEL FUEL FOR M-20 03/22/2023 98,58 100-35-63200 Fuel, Oil, Fluids  Total ALCIVIA:  4083 FUEL FOR M-20 03/22/2023 3,616,92 400-75-65025 PSB-VILLAGE SOURCED BLDG IMP	Sewer Utility Fund	1730	ACH - SUPERFLEET	02/20/2023	FEB-23; VEHICLE FUEL	03/14/2023	16.97	501-00-63200 Fuel, Oil, Fluids
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## ACH - WE ENERGIES	Total ACH - WCA GRO	OUP HEAL	TH TRUST:				252,714.16	
Sewer Utility Fund   380   ACH - WE ENERGIES   4458149502   JAN-23; GAS & ELECTRIC SERV   02/01/2023   236.36   502-00-64140   Utilities   5050m Water Utility Fund   380   ACH - WE ENERGIES   4458149502   JAN-23; GAS & ELECTRIC SERV   02/01/2023   236.36   502-00-64140   Utilities   5050m Water Utility Fund   380   ACH - WE ENERGIES   4494602498   FEB-23; UTILITY GAS & ELECTR   03/02/2023   14,348.81   501-00-64140   Utilities   501-00-64140   Uti	ACH - WE ENERGIES							
Storm Water Utility Fund   380   ACH - WE ENERGIES   4458149502   JAN-23; GAS & ELECTRIC SERV   02/01/2023   236.36   502-00-64140   Utilities   500-00-64140   Utilities   500-00-64	Water Utility Fund	380	ACH - WE ENERGIES	4458149502	JAN-23; GAS & ELECTRIC SERV	02/01/2023	1,817.33	500-00-64140 Utilities
Water Utility Fund   380   ACH - WE ENERGIES   4494602498   FEB-23; UTILITY GAS & ELECT   03/02/2023   2,141.68   500-00-64140   Utilities   501-00-64140	Sewer Utility Fund	380	ACH - WE ENERGIES	4458149502	JAN-23; GAS & ELECTRIC SERV	02/01/2023	17,505.87	501-00-64140 Utilities
Sewer Utility Fund   380   ACH - WE ENERGIES   4494602498   FEB-23; UTILITY GAS & ELECTR   03/02/2023   14,348.81   501-00-64140   Utilities   299.64   502-00-64140   Utilities   299.64   S02-00-64140   Utili	Storm Water Utility Fund	380	ACH - WE ENERGIES	4458149502	JAN-23; GAS & ELECTRIC SERV	02/01/2023	236.36	502-00-64140 Utilities
Storm Water Utility Fund   380   ACH - WE ENERGIES   4494602498   FEB-23; UTILITY GAS & ELECTR   03/02/2023   299.64   502-00-64140   Utilities	Water Utility Fund	380	ACH - WE ENERGIES	4494602498	FEB-23; UTILITY GAS & ELECT	03/02/2023	2,141.68	500-00-64140 Utilities
Total ACH - WE ENERGIES: 36,349.69  AFC INTERNATIONAL INC. General Fund 32 AFC INTERNATIONAL INC.: 66989 FILTERS FOR Q-RAE METERS 03/22/2023 65.62 100-35-64250 Equipment Repairs & Maintenanc  Total AFC INTERNATIONAL INC.: 65.62  ALCIVIA General Fund 680 ALCIVIA 4071 DIESEL FUEL FOR Q-10 03/22/2023 98.58 100-35-63200 Fuel, Oil, Fluids General Fund 680 ALCIVIA 4083 FUEL FOR M-20 03/22/2023 66.84 100-35-63200 Fuel, Oil, Fluids  Total ALCIVIA: 165.42  ALLIANCE LAUNDRY SYSTEMS Capital Projects Fund 9263 ALLIANCE LAUNDRY SYSTEMS 4688 25% EQUIPMENT DEPOSIT FOR 03/22/2023 3,616.92 400-75-65025 PSB-VILLAGE SOURCED BLDG IMP	Sewer Utility Fund	380	ACH - WE ENERGIES	4494602498	FEB-23; UTILITY GAS & ELECTR	03/02/2023	14,348.81	501-00-64140 Utilities
AFC INTERNATIONAL INC.  General Fund 32 AFC INTERNATIONAL INC. 66989 FILTERS FOR Q-RAE METERS 03/22/2023 65.62 100-35-64250 Equipment Repairs & Maintenanc  Total AFC INTERNATIONAL INC.: 65989 FILTERS FOR Q-RAE METERS 03/22/2023 65.62 100-35-64250 Equipment Repairs & Maintenanc  ALCIVIA  General Fund 680 ALCIVIA 4071 DIESEL FUEL FOR Q-10 03/22/2023 98.58 100-35-63200 Fuel, Oil, Fluids  General Fund 680 ALCIVIA 4083 FUEL FOR M-20 03/22/2023 66.84 100-35-63200 Fuel, Oil, Fluids  Total ALCIVIA: 165.42  ALLIANCE LAUNDRY SYSTEMS  Capital Projects Fund 9263 ALLIANCE LAUNDRY SYSTEMS 4688 25% EQUIPMENT DEPOSIT FOR 03/22/2023 3,616.92 400-75-65025 PSB-VILLAGE SOURCED BLDG IMP	Storm Water Utility Fund	380	ACH - WE ENERGIES	4494602498	FEB-23; UTILITY GAS & ELECTR	03/02/2023	299.64	502-00-64140 Utilities
Seneral Fund   32   AFC INTERNATIONAL INC.   66989   FILTERS FOR Q-RAE METERS   03/22/2023   65.62   100-35-64250   Equipment Repairs & Maintenanc	Total ACH - WE ENER	RGIES:					36,349.69	
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General Fund   680   ALCIVIA   4071   DIESEL FUEL FOR Q-10   03/22/2023   98.58   100-35-63200   Fuel, Oil, Fluids   100-35-63200   Fuel, Oil, Fluids   100-35-63200   Fuel, Oil, Fluids   100-35-63200   Fuel, Oil, Fluids   165.42   165	Total AFC INTERNATI	ONAL INC	t:				65.62	
General Fund   680   ALCIVIA   4083   FUEL FOR M-20   03/22/2023   66.84   100-35-63200   Fuel, Oil, Fluids	ALCIVIA							
Total ALCIVIA:  ALLIANCE LAUNDRY SYSTEMS  Capital Projects Fund 9263 ALLIANCE LAUNDRY SYSTEMS 4688 25% EQUIPMENT DEPOSIT FOR 03/22/2023 3,616.92 400-75-65025 PSB-VILLAGE SOURCED BLDG IMP	General Fund	680	ALCIVIA	4071	DIESEL FUEL FOR Q-10	03/22/2023	98.58	100-35-63200 Fuel, Oil, Fluids
ALLIANCE LAUNDRY SYSTEMS Capital Projects Fund 9263 ALLIANCE LAUNDRY SYSTEMS 4688 25% EQUIPMENT DEPOSIT FOR 03/22/2023 3,616.92 400-75-65025 PSB-VILLAGE SOURCED BLDG IMP	General Fund	680	ALCIVIA	4083	FUEL FOR M-20	03/22/2023	66.84	100-35-63200 Fuel, Oil, Fluids
Capital Projects Fund  9263 ALLIANCE LAUNDRY SYSTEMS 4688  25% EQUIPMENT DEPOSIT FOR 03/22/2023  3,616.92  400-75-65025 PSB-VILLAGE SOURCED BLDG IMP	Total ALCIVIA:						165.42	
	ALLIANCE LAUNDRY SYST	TEMS						
Total ALLIANCE LAUNDRY SYSTEMS: 3,616.92	Capital Projects Fund	9263	ALLIANCE LAUNDRY SYSTEMS	4688	25% EQUIPMENT DEPOSIT FOR	03/22/2023	3,616.92	400-75-65025 PSB-VILLAGE SOURCED BLDG IMP
	Total ALLIANCE LAUN	NDRY SYS	TEMS:				3,616.92	

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Marcian   Marc	Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total AMP LIPY GRAPHICS & BRANDING	AMPLIFY GRAPHICS & BR	ANDING						
Martin   M	General Fund	2127	AMPLIFY GRAPHICS & BRANDI	168971	2/1/23-2/28/23 SERVICE CONTR	03/15/2023	261.86	100-43-62100 Contracted Services
Control Fund   424   AMSTON TRAILER SALES   7213 HWY 41   7213 HWY 41   7213 HWY 41 AMSTON SUPPLY   1271/2022   1,588.00   100-23163-002   Amston Supply Deposit	Total AMPLIFY GRAPI	HICS & BF	RANDING:				261.86	
Total AMSTON TRAILER SALES:   1,588.00	AMSTON TRAILER SALES							
## ARAMARK   General Fund   128	General Fund	4224	AMSTON TRAILER SALES	7213 HWY 41	7213 HWY 41 AMSTON SUPPLY	12/31/2022	1,588.00	100-23163-002 Amston Supply Deposit
Semeral Fund   128   ARAMARK   6140089699   RUG DELIVERY - POLICE/HWY.   12/14/2022   476.17   100-43-62100   Contracted Services	Total AMSTON TRAILI	ER SALES	3:				1,588.00	
## A 16.17    Mater Utility Fund	ARAMARK							
## BADGER METER INC.  Water Utility Fund 163 BADGER METER INC. 1561604 600 M-25 METERS 02/27/2023 46.092.00 500-18701-107 CIP - Meters  ## A6.092.00 500-19701-107 CIP - Meters  ## A6.092.00 500-107-107 CIP - Meters  ## A6.092.00 500-107-107	General Fund	128	ARAMARK	6140089699	RUG DELIVERY - POLICE/HWY.	12/14/2022	476.17	100-43-62100 Contracted Services
Mare   Utility Fund   163   BADGER METER INC.   1561604   600 M-25 METERS   02/27/2023   46,092.00   46,092.00   46,092.00   46,092.00   46,092.00   46,092.00   46,092.00   40,041-65020   Building Improvements   46,092.00   40,041-65020   Building Improvements   2,250.00   40,041-65020   Building Improvements   2,250.00   40,041-65020   Building Improvements   2,250.00   40,041-65020   Building Improvements   2,250.00   40,041-65020   Building Improvements   40,092.00   40,041-65020   Building Repairs & Maintenance   40,092.00   40,042-40   40,092.00   40,042-40   40,092.00   40,042-40   40,092.00   40,092.00   40,042-40   40,092.00   40,092	Total ARAMARK:						476.17	
## A6.092.00  ## A0.041-65020 Building Improvements  ## A0.041-65020 Building Improvements  ## A0.041-65020 Building Repairs & Maintenance  ## A0.092.00  ## A0.	BADGER METER INC.							
## BADGER OIL EQUIPMENT  Capital Projects Fund 3837 BADGER OIL EQUIPMENT 10706A-03/22/ FUEL EQUIPMENT - HIGHWAY 03/22/2023 2,250.00 400-41-65020 Building Improvements  Total BADGER OIL EQUIPMENT:  ### SATTERIES PLUS  Water Utility Fund 176 BATTERIES PLUS P60337631 MISC BATTERIES 03/03/2023 14.58 500-00-64240 Building Repairs & Maintenance Sewer Utility Fund 176 BATTERIES PLUS P60337631 MISC BATTERIES 03/03/2023 148.23 501-00-64240 Building Repairs & Maintenance MISC BATTERIES PLUS 162.81  ### BUILDING PERMIT REFUND VENOW  General Fund 271 BUILDING PERMIT REFUND VE 10023163019 OEVELOPER DEPOSIT REFUND 12/31/2022 1,000.00 100-23163-019 Heinek, Keith General Fund 271 BUILDING PERMIT REFUND VE 20-ROP-05 REFUND 20-ROP-05 3718 JOHN 03/10/2023 500.00 100-23163-050 Greenword Family Ltd. P General Fund 271 BUILDING PERMIT REFUND VE 3500 FOURTE 3500 FOURTEEN POINT LN -TO 12/31/2022 1,455.00 100-23163-030 Top Flight Deposit - AW Oakes General Fund 271 BUILDING PERMIT REFUND VE 3605 S, 2TH ST DEV EXCEPT FAININ 12/31/2022 2,000.00 100-23163-032 Roje Flight Deposit - AW Oakes General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER DE 12/31/2022 2,000.00 100-23163-035 Bower Design + Construction General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER DE 12/31/2022 2,000.00 100-23163-038 Barley CSM General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER DE 12/31/2022 2,000.00 100-23163-038 Barley CSM General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER DE 12/31/2022 2,000.00 100-23163-038 Bower Design + Construction General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER DE 12/31/2022 2,000.00 100-23163-038 Barley CSM General Fund 271 BUILDING PERMIT REFUND VE 5806 4 MILE R DEVELOPER DE 12/31/2022 2,000.00 100-23163-028 Rower Design + Construction General Fund 271 BUILDING PERMIT REFUND VE 5806 4 MILE R 5806 4 MILE R DEVELOPER DE 12/31/2022 2,000.00 100-23163-028 Rower Design + Construction General Fund 271 BU	Water Utility Fund	163	BADGER METER INC.	1561604	600 M-25 METERS	02/27/2023	46,092.00	500-18701-107 CIP - Meters
Capital Projects Fund   3837   BADGER OIL EQUIPMENT   10706A-03/22/   FUEL EQUIPMENT - HIGHWAY   03/22/2023   2,250.00   400-41-65020   Building Improvements	Total BADGER METER	R INC.:					46,092.00	
## Total BADGER OIL EQUIPMENT:    Total BATTERIES PLUS								
## BATTERIES PLUS  Water Utility Fund 176 BATTERIES PLUS P60337631 MISC BATTERIES 03/03/2023 14.58 500-00-64240 Building Repairs & Maintenance 501-00-64240 Building Repairs & Maintenance 501-000-00-23163-001 Building Repairs & Maintenance 501-00-00-23163-001 Building Pairs & Maintenanc	Capital Projects Fund	3837	BADGER OIL EQUIPMENT	10706A-03/22/	FUEL EQUIPMENT - HIGHWAY	03/22/2023	2,250.00	400-41-65020 Building Improvements
Water Utility Fund   176   BATTERIES PLUS   P60337631   MISC BATTERIES   03/03/2023   14.58   500-00-64240   Building Repairs & Maintenance   501-00-64240   Building Repair	Total BADGER OIL EC	QUIPMEN <sup>-</sup>	Γ:				2,250.00	
Sewer Utility Fund   176   BATTERIES PLUS   P60337631   MISC BATTERIES   03/03/2023   148.23   501-00-64240   Building Repairs & Maintenance	BATTERIES PLUS							
BUILDING PERMIT REFUND VENDOR  General Fund 271 BUILDING PERMIT REFUND VE 10023163019 DEVELOPER DEPOSIT REFUND 12/31/2022 1,000.00 100-23163-019 Heinek, Keith 9 GREEN FUND 12/31/2022 1,000.00 100-23163-050 Greenword Family Ltd. P GREEN FUND 12/31/2022 1,850.00 100-23163-050 Greenword Family Ltd. P GREEN FUND 12/31/2023 500.00 100-23163-050 Greenword Family Ltd. P GREEN FUND FUND FUND FUND FUND FUND FUND FUN	•							<b>5</b> .
BUILDING PERMIT REFUND VENDOR  General Fund 271 BUILDING PERMIT REFUND VE 10023163019 DEVELOPER DEPOSIT REFUND 12/31/2022 1,000.00 100-23163-019 Heinek, Keith  General Fund 271 BUILDING PERMIT REFUND VE 104-04-22-34-0 GREENWOOD FAMILY LTD DEV 12/31/2022 1,850.00 100-23163-050 Greenword Family Ltd. P  General Fund 271 BUILDING PERMIT REFUND VE 20-ROP-05 REFUND 20-ROP-05 3718 JOHN 03/10/2023 500.00 100-23163-050 Greenword Family Ltd. P  General Fund 271 BUILDING PERMIT REFUND VE 3500 FOURTE 3500 FOURTEEN POINT LN - TO 12/31/2022 1,455.00 100-23163-032 Top Flight Deposit - AW Oakes  General Fund 271 BUILDING PERMIT REFUND VE 3900 7 MILE R RACINE CO. SHERIFF TRAININ 12/31/2022 2,000.00 100-23163-059 Racine Co Sheriff Training Cen  General Fund 271 BUILDING PERMIT REFUND VE 4365 S. 27TH 4365 S. 27TH ST DEVELOPER D 12/31/2022 2,000.00 100-23163-042 Anderson Trl - Bower Design  General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER D 12/31/2022 2,000.00 100-23163-025 Bower Design + Construction  General Fund 271 BUILDING PERMIT REFUND VE 5725 CHARLE BARTLEY CSM DEVELOPER D 12/31/2022 1,000.00 100-23163-062 5806 4 Mile Rd CSM - Maranger  General Fund 271 BUILDING PERMIT REFUND VE 5832 5 MILE R 5832 5 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-022 Kennedy, Marc	Sewer Utility Fund	176	BATTERIES PLUS	P60337631	MISC BATTERIES	03/03/2023	148.23	501-00-64240 Building Repairs & Maintenance
General Fund 271 BUILDING PERMIT REFUND VE 10023163019 DEVELOPER DEPOSIT REFUND 12/31/2022 1,000.00 100-23163-019 Heinek, Keith General Fund 271 BUILDING PERMIT REFUND VE 104-04-22-34-0 GREENWOOD FAMILY LTD DEV 12/31/2022 1,850.00 100-23163-050 Greenword Family Ltd. P General Fund 271 BUILDING PERMIT REFUND VE 20-ROP-05 REFUND 20-ROP-05 3718 JOHN 03/10/2023 500.00 100-23161-000 Road Opening Bonds 500.00 100-23163-032 Top Flight Deposit - AW Oakes General Fund 271 BUILDING PERMIT REFUND VE 3900 7 MILE R RACINE CO. SHERIFF TRAININ 12/31/2022 2,000.00 100-23163-032 Top Flight Deposit - AW Oakes General Fund 271 BUILDING PERMIT REFUND VE 4365 S. 27TH 4365 S. 27TH ST DEVELOPER D 12/31/2022 2,000.00 100-23163-042 Anderson Trl - Bower Design General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER D 12/31/2022 2,000.00 100-23163-025 Bower Design + Construction General Fund 271 BUILDING PERMIT REFUND VE 5725 CHARLE BARTLEY CSM DEVELOPER D 12/31/2022 1,000.00 100-23163-062 5806 4 Mile Rd CSM - Maranger General Fund 271 BUILDING PERMIT REFUND VE 5806 4 MILE R 5806 4 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-022 Kennedy, Marc	Total BATTERIES PLU	JS:					162.81	
General Fund 271 BUILDING PERMIT REFUND VE 104-04-22-34-0 GREENWOOD FAMILY LTD DEV 12/31/2022 1,850.00 100-23163-050 Greenword Family Ltd. P  General Fund 271 BUILDING PERMIT REFUND VE 20-ROP-05 REFUND 20-ROP-05 3718 JOHN 03/10/2023 500.00 100-23161-000 Road Opening Bonds  General Fund 271 BUILDING PERMIT REFUND VE 3500 FOURTE 3500 FOURTEEN POINT LN - TO 12/31/2022 1,455.00 100-23163-032 Top Flight Deposit - AW Oakes  General Fund 271 BUILDING PERMIT REFUND VE 3900 7 MILE R  General Fund 271 BUILDING PERMIT REFUND VE 4365 S. 27TH 4365 S. 27TH ST DEVELOPER D 12/31/2022 2,000.00 100-23163-059 Racine Co Sheriff Training Cen  General Fund 271 BUILDING PERMIT REFUND VE 4365 S. 27TH 4365 S. 27TH ST DEVELOPER D 12/31/2022 2,000.00 100-23163-042 Anderson Trl - Bower Design  General Fund 271 BUILDING PERMIT REFUND VE 5725 CHARLE BARTLEY CSM DEVELOPER D 12/31/2022 1,610.00 100-23163-038 Bartley CSM  General Fund 271 BUILDING PERMIT REFUND VE 5806 4 MILE R 5806 4 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-062 5806 4 Mile Rd CSM - Maranger  General Fund 271 BUILDING PERMIT REFUND VE 5832 5 MILE R 5832 5 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-022 Kennedy, Marc	BUILDING PERMIT REFUN	D VENDO	R					
General Fund 271 BUILDING PERMIT REFUND VE 20-ROP-05 REFUND 20-ROP-05 3718 JOHN 03/10/2023 500.00 100-23161-000 Road Opening Bonds  General Fund 271 BUILDING PERMIT REFUND VE 3500 FOURTE 3500 FOURTEEN POINT LN - TO 12/31/2022 1,455.00 100-23163-032 Top Flight Deposit - AW Oakes  General Fund 271 BUILDING PERMIT REFUND VE 3900 7 MILE R RACINE CO. SHERIFF TRAININ 12/31/2022 2,000.00 100-23163-032 Top Flight Deposit - AW Oakes  General Fund 271 BUILDING PERMIT REFUND VE 4365 S. 27TH 4365 S. 27TH ST DEVELOPER D 12/31/2022 2,000.00 100-23163-042 Anderson Trl - Bower Design  General Fund 271 BUILDING PERMIT REFUND VE 4739 NICHOLS BOWER DESIGN DEVELOPER D 12/31/2022 2,000.00 100-23163-025 Bower Design + Construction  General Fund 271 BUILDING PERMIT REFUND VE 5725 CHARLE BARTLEY CSM DEVELOPER D 12/31/2022 1,610.00 100-23163-038 Bartley CSM  General Fund 271 BUILDING PERMIT REFUND VE 5806 4 MILE R 5806 4 MILE RD DEVELOPER D 12/31/2022 1,000.00 100-23163-002 S806 4 Mile Rd CSM - Maranger  General Fund 271 BUILDING PERMIT REFUND VE 5832 5 MILE R 5832 5 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-022 Kennedy, Marc	General Fund	271	BUILDING PERMIT REFUND VE	10023163019	DEVELOPER DEPOSIT REFUND	12/31/2022	1,000.00	100-23163-019 Heinek, Keith
General Fund         271         BUILDING PERMIT REFUND VE         3500 FOURTE         3500 FOURTEEN POINT LN - TO         12/31/2022         1,455.00         100-23163-032         Top Flight Deposit - AW Oakes           General Fund         271         BUILDING PERMIT REFUND VE         3900 7 MILE R         RACINE CO. SHERIFF TRAININ         12/31/2022         2,000.00         100-23163-032         Top Flight Deposit - AW Oakes           General Fund         271         BUILDING PERMIT REFUND VE         4365 S. 27TH         4365 S. 27TH ST DEVELOPER D         12/31/2022         2,000.00         100-23163-042         Anderson Trl - Bower Design           General Fund         271         BUILDING PERMIT REFUND VE         4739 NICHOLS         BOWER DESIGN DEVELOPER         12/31/2022         2,000.00         100-23163-042         Anderson Trl - Bower Design           General Fund         271         BUILDING PERMIT REFUND VE         5725 CHARLE         BARTLEY CSM DEVELOPER DE         12/31/2022         1,610.00         100-23163-035         Bower Design + Construction           General Fund         271         BUILDING PERMIT REFUND VE         5806 4 MILE R         5806 4 MILE RD DEVELOPER D         12/31/2022         1,000.00         100-23163-025         5806 4 Mile Rd CSM - Maranger           General Fund         271         BUILDING PERMIT REFUND VE         5832 5 MILE RD DEVELOPER	General Fund	271	BUILDING PERMIT REFUND VE	104-04-22-34-0	GREENWOOD FAMILY LTD DEV	12/31/2022	1,850.00	100-23163-050 Greenword Family Ltd. P
General Fund         271         BUILDING PERMIT REFUND VE         3900 7 MILE R         RACINE CO. SHERIFF TRAININ         12/31/2022         2,000.00         100-23163-059         Racine Co Sheriff Training Cen           General Fund         271         BUILDING PERMIT REFUND VE         4365 S. 27TH         4365 S. 27TH ST DEVELOPER D         12/31/2022         2,000.00         100-23163-042         Anderson Trl - Bower Design           General Fund         271         BUILDING PERMIT REFUND VE         4739 NICHOLS         BOWER DESIGN DEVELOPER         12/31/2022         2,000.00         100-23163-025         Bower Design + Construction           General Fund         271         BUILDING PERMIT REFUND VE         5725 CHARLE         BARTLEY CSM DEVELOPER DE         12/31/2022         1,610.00         100-23163-038         Bartley CSM           General Fund         271         BUILDING PERMIT REFUND VE         5806 4 MILE R         5806 4 MILE RD DEVELOPER D         12/31/2022         1,000.00         100-23163-025         5806 4 Mile Rd CSM - Maranger           General Fund         271         BUILDING PERMIT REFUND VE         5832 5 MILE RD DEVELOPER D         12/31/2022         2,000.00         100-23163-022         Kennedy, Marc	General Fund	271	BUILDING PERMIT REFUND VE	20-ROP-05	REFUND 20-ROP-05 3718 JOHN	03/10/2023	500.00	100-23161-000 Road Opening Bonds
General Fund         271         BUILDING PERMIT REFUND VE         4365 S. 27TH         4365 S. 27TH ST DEVELOPER D         12/31/2022         2,000.00         100-23163-042         Anderson Trl - Bower Design           General Fund         271         BUILDING PERMIT REFUND VE         4739 NICHOLS         BOWER DESIGN DEVELOPER         12/31/2022         2,000.00         100-23163-042         Anderson Trl - Bower Design           General Fund         271         BUILDING PERMIT REFUND VE         5725 CHARLE         BARTLEY CSM DEVELOPER DE         12/31/2022         1,610.00         100-23163-038         Bartley CSM           General Fund         271         BUILDING PERMIT REFUND VE         5806 4 MILE R         5806 4 MILE RD DEVELOPER D         12/31/2022         1,000.00         100-23163-062         5806 4 Mile Rd CSM - Maranger           General Fund         271         BUILDING PERMIT REFUND VE         5832 5 MILE RD DEVELOPER D         12/31/2022         2,000.00         100-23163-022         Kennedy, Marc								
General Fund         271         BUILDING PERMIT REFUND VE         4739 NICHOLS         BOWER DESIGN DEVELOPER         12/31/2022         2,000.00         100-23163-025         Bower Design + Construction           General Fund         271         BUILDING PERMIT REFUND VE         5725 CHARLE         BARTLEY CSM DEVELOPER DE         12/31/2022         1,610.00         100-23163-038         Bartley CSM           General Fund         271         BUILDING PERMIT REFUND VE         5806 4 MILE R         5806 4 MILE RD DEVELOPER D         12/31/2022         1,000.00         100-23163-062         5806 4 Mile Rd CSM - Maranger           General Fund         271         BUILDING PERMIT REFUND VE         5832 5 MILE RD DEVELOPER D         12/31/2022         2,000.00         100-23163-022         Kennedy, Marc	General Fund	271	BUILDING PERMIT REFUND VE	3900 7 MILE R	RACINE CO. SHERIFF TRAININ	12/31/2022	2,000.00	100-23163-059 Racine Co Sheriff Training Cen
General Fund         271         BUILDING PERMIT REFUND VE         5725 CHARLE         BARTLEY CSM DEVELOPER DE         12/31/2022         1,610.00         100-23163-038         Bartley CSM           General Fund         271         BUILDING PERMIT REFUND VE         5806 4 MILE R         5806 4 MILE RD DEVELOPER D         12/31/2022         1,000.00         100-23163-062         5806 4 Mile Rd CSM - Maranger           General Fund         271         BUILDING PERMIT REFUND VE         5832 5 MILE R         5832 5 MILE RD DEVELOPER D         12/31/2022         2,000.00         100-23163-022         Kennedy, Marc								· ·
General Fund 271 BUILDING PERMIT REFUND VE 5806 4 MILE R 5806 4 MILE RD DEVELOPER D 12/31/2022 1,000.00 100-23163-062 5806 4 Mile Rd CSM - Maranger 271 BUILDING PERMIT REFUND VE 5832 5 MILE R 5832 5 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-022 Kennedy, Marc	General Fund	271	BUILDING PERMIT REFUND VE	4739 NICHOLS	BOWER DESIGN DEVELOPER	12/31/2022	2,000.00	100-23163-025 Bower Design + Construction
General Fund 271 BUILDING PERMIT REFUND VE 5832 5 MILE R 5832 5 MILE RD DEVELOPER D 12/31/2022 2,000.00 100-23163-022 Kennedy, Marc	General Fund	271	BUILDING PERMIT REFUND VE		BARTLEY CSM DEVELOPER DE		1,610.00	100-23163-038 Bartley CSM
· · · · · · · · · · · · · · · · · · ·	General Fund	271	BUILDING PERMIT REFUND VE	5806 4 MILE R				•
General Fund 271 BUILDING PERMIT REFUND VE 7215 BOTTING 7215 BOTTING RD - REFUND D 12/31/2022 1,931.97 100-23163-068 7215 Botting Rd - Nuno & Jorge	General Fund						2,000.00	100-23163-022 Kennedy, Marc
	General Fund	271	BUILDING PERMIT REFUND VE	7215 BOTTING	7215 BOTTING RD - REFUND D	12/31/2022	1,931.97	100-23163-068 7215 Botting Rd - Nuno & Jorge

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Fund Vendor Vendor Name Invoice Number Description Invoice Date Invoice Amount GL Account and Title General Fund 271 BUILDING PERMIT REFUND VE 7706 W. RIVER 7706 W. RIVER RD. DEVELOPE 12/31/2022 1,867.27 100-23163-020 Nyman Real Estate General Fund 271 BUILDING PERMIT REFUND VE 8210 NORTHW 8210 NORTHWESTER DEVELO 12/31/2022 100-23163-021 Racine Unified General Fund BUILDING PERMIT REFUND VE 8338 DOUGLA 8338 DOUGLAS AVE DEVELOPE 12/31/2022 100-23163-072 8338 Douglas - Bridger Tower General Fund BUILDING PERMIT REFUND VE 8401 HOLLAN 8401 HOLLANDER DRIVE DEVE 12/31/2022 2,820.00 100-23163-052 Caledonia Properties II, LLC General Fund 271 BUILDING PERMIT REFUND VE 8451 FRONTA 8451 FRONTAGE RD - VERIZON 12/31/2022 1.901.37 100-23163-041 TON 80 / VERIZON WIRELESS General Fund BUILDING PERMIT REFUND VE 8700 FOLEY R 8700 FOLEY RD DEVELOPER D 12/31/2022 2,000.00 100-23163-028 GREAT LAKES TREE & CLEARING General Fund BUILDING PERMIT REFUND VE A&W 13520 N 13520 NORTHWESTERN A&W D 100-23163-030 A&W - Welch's Restaurant 12/31/2022 2,000.00 General Fund 271 BUILDING PERMIT REFUND VE DEBACK LANE BADGER LIQUOR DEBACK LAN 12/31/2022 855.00 100-23163-054 Badger Liquor Company, Inc Total BUILDING PERMIT REFUND VENDOR: 31.734.04 BUY RIGHT, INC. Sewer Utility Fund 273 BUY RIGHT, INC. 14873-391201 4 MILE / HWY 31 PUMP # 1 OIL 02/28/2023 32.12 501-00-64240 Building Repairs & Maintenance General Fund 273 BUY RIGHT, INC. 392140 **OIL FILTER E-11** 03/15/2023 100-35-63300 Vehicle Repairs & Maintenance General Fund 273 BUY RIGHT, INC. 392554 **BRAKES FOR M-22** 03/15/2023 297.02 100-35-63300 Vehicle Repairs & Maintenance Total BUY RIGHT, INC .: 333.09 CLARK DIETZ, INC. Capital Projects Fund 9230 CLARK DIETZ, INC. 437029 CRAWFORD PARK MASTER GR 03/08/2023 6,260.00 400-70-66100 Park Improvements Total CLARK DIETZ, INC.: 6,260.00 CLEANCO RACINE, INC General Fund 9021 CLEANCO RACINE, INC 7300 03/15/2023 CLEANING SERVICE 03/15/2023 910.00 100-43-62100 Contracted Services Total CLEANCO RACINE, INC: 910.00 COMPASS MINERALS AMERICA General Fund 391 COMPASS MINERALS AMERICA 1152025 **BULK ROAD SALT 83.190 TN** 03/08/2023 100-41-64080 Snow & Ice Materials General Fund COMPASS MINERALS AMERICA 1152783 **BULK ROAD SALT 78.66 TN** 03/09/2023 8.332.45 100-41-64080 Snow & Ice Materials General Fund 1153329 **BULK ROAD SALT 321.01 TN** 03/10/2023 100-41-64080 Snow & Ice Materials 391 COMPASS MINERALS AMERICA 25.250.65 General Fund 6,513.05 100-41-64080 Snow & Ice Materials COMPASS MINERALS AMERICA 1158087 82.8000 LB BULK SALT 03/21/2023 Total COMPASS MINERALS AMERICA: 46,639.88 COMPLETE OFFICE OF WISCONSIN General Fund 392 COMPLETE OFFICE OF WISCO 436098 PAPER FOR VILLAGE 03/14/2023 100-13-64030 Office Supplies 659.49 General Fund 392 COMPLETE OFFICE OF WISCO 436111 HANDTOWEL & TISSUES 03/15/2023 173.27 100-35-64100 Janitorial Supplies Total COMPLETE OFFICE OF WISCONSIN: 832.76

Fund

Vendor

Vendor Name

	Paymen	t Approval Report - All Funds - Exclud Report dates: 9/1/2022-3/24/202	•		Page: Mar 24, 2023 08:33AN				
	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title				
	106029019	HEATING OIL GORNEY PARK	03/16/2023	1.286.39	100-41-63200 Fuel, Oil, Fluids				
	65152218	98 GAL BULK OIL	03/21/2023	*	100-41-63200 Fuel, Oil, Fluids				
	65152218	116 GAL HYDRAULIC	03/21/2023	1,099.68	100-41-63200 Fuel, Oil, Fluids				
				3,853.13					
	S440480	MISC WATERMAIN REPAIR PAR	03/01/2023	5,166.92	500-00-64240 Building Repairs & Maintenance				
				5,166.92					
2	377141	03/15/2023 - FSA PRIOR PLAN Y	03/15/2023	104.65	100-90-62100 Contracted Services				
				104.65					
	13423	REPLACE MAST, METER AND W	03/10/2023	1,050.00	220-00-62700 Grounds Services				
				1,050.00					
_	70004		00/45/05	400	700 00 04040 5 14 15 14 10				
E	78001	GENERAL OBLIGATION WATER	02/15/2023		500-00-61310 Banking/Financial Charges				
E	78002	GENERAL OBLIGATION COMMU	02/15/2023		413-00-61600 Village Services				
E F	78003 78004	GENERAL OBLIGATION COMMU	02/15/2023		413-00-61600 Village Services 414-00-61600 Village Services				
_	/ OUIU4	GENERAL OBLIGATION CORPO	02/15/2023	4()()()()	4 14-UU-D IDUU VIIIADE SERVICES				

CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	106029019	HEATING OIL GORNEY PARK	03/16/2023	1,286.39	100-41-63200 Fuel, Oil, Fluids
General Fund	3962	CONSERV FS INC.	65152218	98 GAL BULK OIL	03/21/2023	1,467.06	100-41-63200 Fuel, Oil, Fluids
General Fund	3962	CONSERV FS INC.	65152218	116 GAL HYDRAULIC	03/21/2023	1,099.68	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC	D.:				-	3,853.13	
CORE & MAIN LP							
Vater Utility Fund	405	CORE & MAIN LP	S440480	MISC WATERMAIN REPAIR PAR	03/01/2023	5,166.92	500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP	:				_	5,166.92	
DIVERSIFIED BENEFIT SER	VICES						
General Fund	525	DIVERSIFIED BENEFIT SERVIC	377141	03/15/2023 - FSA PRIOR PLAN Y	03/15/2023	104.65	100-90-62100 Contracted Services
Total DIVERSIFIED BEI	NEFIT SI	ERVICES:			_	104.65	
OON'S ELECTRIC							
Cemetery Fund	549	DON'S ELECTRIC	13423	REPLACE MAST, METER AND W	03/10/2023	1,050.00	220-00-62700 Grounds Services
Total DON'S ELECTRIC	<b>:</b> :				_	1,050.00	
EHLERS INVESTMENT PAR	TNERS						
Vater Utility Fund	584	EHLERS INVESTMENT PARTNE	78001	GENERAL OBLIGATION WATER	02/15/2023	400.00	500-00-61310 Banking/Financial Charges
ID #3 Fund	584	EHLERS INVESTMENT PARTNE	78002	GENERAL OBLIGATION COMMU	02/15/2023	400.00	413-00-61600 Village Services
ID #3 Fund	584	EHLERS INVESTMENT PARTNE	78003	GENERAL OBLIGATION COMMU	02/15/2023	400.00	413-00-61600 Village Services
TD #4 Fund	584	EHLERS INVESTMENT PARTNE	78004	GENERAL OBLIGATION CORPO	02/15/2023	400.00	414-00-61600 Village Services
ewer Utility Fund	584	EHLERS INVESTMENT PARTNE	78474	GENERAL OBLIGATION CORPO	03/13/2023	400.00	501-00-61000 Professional Services
Total EHLERS INVEST	MENT PA	ARTNERS:			-	2,000.00	
GM ARCHITECTS							
Capital Projects Fund	652	FGM ARCHITECTS	21-3278.01-17	CALEDONIA PUBLIC SAFETY FA	03/13/2023	41,268.00	400-75-65020 PSB-FGM Building Improvements
Total FGM ARCHITECT	S:				-	41,268.00	
OTH INFRASTRUCTURE &	ENVIRO	), LLC					
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82433	JAN-23; RIVERBEND SAFETY SI	02/24/2023	9,645.70	501-18725-000 CIP-Riverbend Safety Site
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82434	CADDY VISTA IMPROVEMENTS	02/24/2023	651.93	501-00-61340 Engineering Design Charges
ΓID #5 Fund	666	FOTH INFRASTRUCTURE & EN	82435	TID 5 DOMINICAN LIFT STATION	02/24/2023	5,240.91	415-00-61000 Professional Services
ID #5 Fund	666	FOTH INFRASTRUCTURE & EN	82436	TID 5 CENTRAL LIFT STATION	02/24/2023	23,963.96	415-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82437	JAN-23; HOODS CREEK BASIN	02/24/2023	40,875.86	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82438	N. KREMER WATERMAIN RELA	02/24/2023	6,953.56	500-18735-107 CIP - North Kremer Watermain

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Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	82439	TID 4 194 WATER DEMAN STUD	02/24/2023	9,769.60	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	82440	BLUFFSIDE	02/24/2023	257.49	100-23163-035 Bluffside
General Fund	666	FOTH INFRASTRUCTURE & EN	82441	PRAIRIE PATHWAYS - BUTTON	02/24/2023	266.50	100-23163-014 Prairie Pathways IV Deposit
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82442	JAN-23; WASHINGTON MEADO	02/24/2023	1,732.80	500-18737-107 CIP - WASHINGTON MEADOWS
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	82443	ADAMS RD WATER MAIN EXTE	02/24/2023	5,550.80	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	82444	ADAMS ROAD ELEVATED STOR	02/24/2023	9,470.80	414-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82446	GENERAL ENGINEERING	02/24/2023	840.60	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82446	GENERAL ENGINEERING	02/24/2023	2,239.80	501-00-61340 Engineering Design Charges
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82446	GENERAL ENGINEERING	02/24/2023	644.00	502-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82447	JAN-23; UPDATE CMOM REPOR	02/24/2023	1,159.20	501-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82448	JAN-23; UCMR 5 SAMPLING	02/24/2023	421.20	500-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82449	FEB-23; WATER SERVICE STUD	02/24/2023	494.80	500-00-61340 Engineering Design Charges
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82788	STH 32 RESTORATION	03/15/2023	2,451.62	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82789	WESTVIEW VILLAGE STORMWA	03/15/2023	125.80	502-00-65156 Westview Village Storm
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82790	STORM SEWER GPS LOCATES	03/15/2023	3,797.92	502-00-65152 GIS Update
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	82791	TID 5 DOMINICAN LIFT STATION	03/15/2023	2,269.28	415-00-61000 Professional Services
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	82792	TID 5 CENTRAL LIFT STATION	03/15/2023	25,266.98	415-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82793	FEB-23; HOODS CREEK BASIN	03/15/2023	25,792.58	501-18736-000 CIP-Hoods Creek Attenuation
Nater Utility Fund	666	FOTH INFRASTRUCTURE & EN	82794	FEB-23; N. KREMER WATERMAI	03/15/2023	3,414.20	500-18735-107 CIP - North Kremer Watermain
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	82795	TID 4 I94 WATER DEMAND STU	03/15/2023	8,858.30	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	82796	BLUFFSIDE DEVELOPMENT	03/15/2023	8,846.03	100-23163-035 Bluffside
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82797	WASHINGTON MEADOWS WAT	03/15/2023	6,727.13	500-18737-107 CIP - WASHINGTON MEADOWS
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	82798	ADAMS RD WATER MAIN EXTE	03/15/2023	825.00	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	82799	ADAMS ROAD ELEVATED STOR	03/15/2023	3,398.00	414-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82800	FEB-23; GENERAL ENGINEERIN	03/15/2023	221.90	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82800	FEB-23; GENERAL ENGINEERIN	03/15/2023	618.10	501-00-61340 Engineering Design Charges
Nater Utility Fund	666	FOTH INFRASTRUCTURE & EN	82801	FEB-23; UCMR5 SAMPLING	03/15/2023	588.80	500-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82802	WATER SERVICE INVENTORY	03/15/2023	18.40	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82803	FEB-23; RIVERBEND SAFETY SI	03/15/2023	1,872.35	501-18725-000 CIP-Riverbend Safety Site
Total FOTH INFRAST	RUCTURE	E & ENVIRO, LLC:				215,271.90	
FRANKSVILLE AUTOMOT	IVE LLC						
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14454	#206 4 NEW TIRES	03/10/2023	133.75	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14459	#205 4 NEW TIRES	03/13/2023	133.75	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14467	#217 OIL CHANGE	03/14/2023	64.89	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14470	#205 OIL CHANGE	03/14/2023	55.62	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14483	#216 TIRE REPAIR	03/16/2023	37.08	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14488	#208 OIL CHANGE	03/17/2023	55.62	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	14497	#206 OIL CHANGE	03/20/2023	55.62	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE	AUTOMOT	IVE LLC:				536.33	

Sewer Utility Fund

1096 KORTENDICK HARDWARE

156228

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Fund Vendor Vendor Name Invoice Number Description Invoice Date Invoice Amount GL Account and Title **GENERAL FIRE EQUIPMENT** General Fund 3832 GENERAL FIRE EQUIPMENT 148909 COLLAR BRASS, BUGLES AND 03/22/2023 1,254.34 100-35-64070 Work Supplies Total GENERAL FIRE EQUIPMENT: 1,254.34 GRAPHIC COMPOSITION, INC. General Fund 9260 GRAPHIC COMPOSITION, INC. POSTCARD MAILER #2; REFER 03/13/2023 2,007.00 100-90-61000 Professional Services 230672 Total GRAPHIC COMPOSITION, INC.: 2,007.00 IMAGE MANAGEMENT LLC General Fund 835 IMAGE MANAGEMENT LLC IMA1228J MAR-23; WEBSITE MAINTENAN 03/21/2023 653.75 100-90-64300 IT Maintenance & Subscriptions Total IMAGE MANAGEMENT LLC: 653.75 **JEFFERSON FIRE & SAFETY, INC.** BATTERY FOR THERMAL IMAGI General Fund 909 JEFFERSON FIRE & SAFETY, IN IN300831 03/22/2023 490.00 100-35-64250 Equipment Repairs & Maintenanc Total JEFFERSON FIRE & SAFETY, INC .: 490.00 JOHNSON CONTROLS SECURITY SOLUTIONS Water Utility Fund 969 JOHNSON CONTROLS SECURI 38592784 APR-JUN 2023; DISTRICT OFFIC 03/11/2023 311.92 500-00-64150 Communication Services Sewer Utility Fund 969 JOHNSON CONTROLS SECURI 38592784 APR-JUN 2023: DISTRICT OFFIC 03/11/2023 501-00-64150 Communication Services Total JOHNSON CONTROLS SECURITY SOLUTIONS: 623.83 JOURNAL TIMES General Fund 1565 JOURNAL TIMES 113567 SAL MART CLASS A PUBLICATI 03/21/2023 25.92 100-11-64010 Notifications/Publications Total JOURNAL TIMES: 25.92 KLAMM AUTO BODY, INC General Fund 9264 KLAMM AUTO BODY, INC 56247 ALIGNMENT FOR MED 12 03/22/2023 1,145.20 100-35-63300 Vehicle Repairs & Maintenance Total KLAMM AUTO BODY, INC: 1,145.20 KORTENDICK HARDWARE General Fund 1096 KORTENDICK HARDWARE 155961 PAINT SUPPLIES 02/20/2023 100-70-64070 Work Supplies Water Utility Fund 1096 KORTENDICK HARDWARE 156122 COUNTY LINE FLOOD SENSOR 03/01/2023 49.09 500-00-64240 Building Repairs & Maintenance Sewer Utility Fund 1096 KORTENDICK HARDWARE 156174 HOODS CREEK L.S. VALVE SWI 03/03/2023 133.32 501-00-64240 Building Repairs & Maintenance General Fund KORTENDICK HARDWARE PUSHBUTTON LOCK & DRILL BI 100-70-64070 Work Supplies 156211 03/06/2023 Sewer Utility Fund 1096 KORTENDICK HARDWARE 156214 HOODS CREEK L.S. VALVE PAR 03/06/2023 45.64 501-00-64240 Building Repairs & Maintenance

HOODS CREEK L.S. VALVE PAR

03/07/2023

54.63 501-00-64240 Building Repairs & Maintenance

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Sewer Utility Fund	1096	KORTENDICK HARDWARE	156265	4 MILE / HWY 31 L.S. LIGHT BUL	03/08/2023	15.29	501-00-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	156288	RSTP - ENAMEL RUST PREVEN	03/09/2023	15.29	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	156288	ICE MELT ROCK SALT - VILLAG	03/09/2023	20.97	100-43-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	156311	AIR COMPRESSOR ST12	03/15/2023	19.78	100-35-64250 Equipment Repairs & Maintenanc
General Fund	1096	KORTENDICK HARDWARE	156321	FASTENERS FOR E-11 SUCTIO	03/15/2023	20.73	100-35-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1096	KORTENDICK HARDWARE	156376	HOODS CREEK L.S. PARTS	03/14/2023	10.41	501-00-64240 Building Repairs & Maintenance
Total KORTENDICK	HARDWAR	E:				495.61	
LIBERTY MUTUAL							
General Fund	9265	LIBERTY MUTUAL	05137629-03	CLAIM 042137629-03; ACCIDEN	01/03/2023	1,584.50	100-90-60000 Insurance Deductible/Stop Loss
Total LIBERTY MUT	UAL:					1,584.50	
MID-STATES ORGANIZEI	D CRIME IN	FORMATION					
General Fund		MID-STATES ORGANIZED CRIM	2024706-IN	2022 MOCIC MEMBERSHIP (30-	01/24/2023	200.00	100-30-51320 Memberships/Dues
Total MID-STATES (	ORGANIZED	CRIME INFORMATION:				200.00	
MIDWEST FORMS & SUF	PPLY, LLC						
Sewer Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	6999	MARKING PAINT	03/15/2023	277.20	501-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	6999	MARKING PAINT	03/15/2023		502-00-64070 Work Supplies
Total MIDWEST FOI	RMS & SUP	PLY, LLC:				554.40	
MIDWEST METER INC.							
Sewer Utility Fund	1325	MIDWEST METER INC.	0152031-IN	CALIBRATE FLOW METERS	02/24/2023	900.00	501-00-64240 Building Repairs & Maintenance
Total MIDWEST ME	TER INC.:					900.00	
MILWAUKEE METROPOL	LITAN SEWA	AGE DISTRICT					
Sewer Utility Fund		MILWAUKEE METROPOLITAN S	049-23	Q1-23 SEWER TREATMENT SE	03/21/2023	9,156.93	501-00-62550 Sewer Treatment Charges
Total MILWAUKEE N	METROPOL	ITAN SEWAGE DISTRICT:				9,156.93	
MIRON CONSTRUCTION	CO. INC.						
Sewer Utility Fund	,	MIRON CONSTRUCTION CO., IN	Pay App # 7	PAY APP # 7 HOODS CREEK BA	03/10/2023	351,367.90	501-18736-000 CIP-Hoods Creek Attenuation
Total MIRON CONS	TRUCTION	CO., INC.:				351,367.90	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6260026	JUMBO BATH TISSUE & FUEL S	02/10/2023	215.10	100-43-64100 Janitorial Supplies

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Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total NASSCO, INC.:						215.10	
ATIONAL INSURANCE SE	RVICES						
eneral Fund	1381	NATIONAL INSURANCE SERVIC	CALDVIL-001	03/02/2023 MEDICAL CONSULTI	03/02/2023	15,625.00	100-90-62100 Contracted Services
Total NATIONAL INSU	IRANCE S	ERVICES:				15,625.00	
ETWORK SPECIALIST O	F RACINE	, INC.					
later Utility Fund	1390	NETWORK SPECIALIST OF RAC	43702	OFFICE ANYWHERE INSTALLAT	03/08/2023	1,750.00	500-00-64320 IT Infrastructure
ewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43702	OFFICE ANYWHERE INSTALLAT	03/08/2023	1,750.00	501-00-64320 IT Infrastructure
/ater Utility Fund	1390	NETWORK SPECIALIST OF RAC	43858	SOPHOS AV; 3-YEAR RENEWAL	03/10/2023	360.52	500-00-64320 IT Infrastructure
ewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43858	SOPHOS AV; 3-YEAR RENEWAL	03/10/2023	360.53	501-00-64320 IT Infrastructure
ater Utility Fund	1390	NETWORK SPECIALIST OF RAC	43892	APR-23; OFFICE ANYWHERE D	03/13/2023	250.00	500-00-64320 IT Infrastructure
ewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43892	APR-23; OFFICE ANYWHERE D	03/13/2023	250.00	501-00-64320 IT Infrastructure
/ater Utility Fund	1390	NETWORK SPECIALIST OF RAC	43904	APR-23; BACKUP SERVICE	03/13/2023	125.00	500-00-64320 IT Infrastructure
ewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43904	APR-23; BACKUP SERVICE	03/13/2023	125.00	501-00-64320 IT Infrastructure
Total NETWORK SPE	CIALIST C	OF RACINE, INC.:				4,971.05	
ORTHERN LAKE SERVIC	E, INC						
/ater Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2301831	Q1-23; WATER SAMPLES	02/20/2023	681.48	500-00-62560 Water Sampling and Testing
Total NORTHERN LAI	KE SERVI	CE, INC:				681.48	
AK CREEK WATER UTILI	TY						
/ater Utility Fund	1423	OAK CREEK WATER UTILITY	5164	FEB-23; BAC "T" SAMPLES	02/24/2023	365.00	500-00-62560 Water Sampling and Testing
ater Utility Fund	1423	OAK CREEK WATER UTILITY	5170	MAR-23; BAC "T" WATER SAMP	03/09/2023	365.00	500-00-62560 Water Sampling and Testing
/ater Utility Fund	1423	OAK CREEK WATER UTILITY	5171	MAR-23; O.C. SAMPLES	03/20/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WA	ATER UTIL	LITY:				1,095.00	
IL CHANGER							
eneral Fund	9247	OIL CHANGER	240022823	FEB-23; CAR WASHES	02/28/2023	81.96	100-30-63300 Vehicle Repairs & Maintenance
Total OIL CHANGER:						81.96	
NTECH SYSTEMS, INC							
eneral Fund	1071	ONTECH SYSTEMS, INC	75740	JAN-23; MONTHLY IT SUPPORT	01/31/2023	3,853.00	100-90-64310 IT Contracted Services
eneral Fund		ONTECH SYSTEMS, INC	75966	JAN-23; IT TICKET SUPPORT	01/31/2023	10,476.90	100-90-64310 IT Contracted Services
eneral Fund	1071	ONTECH SYSTEMS, INC	76221	FEB-23; IT TICKET SUPPORT	02/16/2023	8,224.40	
eneral Fund	1071	ONTECH SYSTEMS, INC	76412	JAN-23; MONTHLY BACKUP SE	02/16/2023	1,105.00	100-90-64310 IT Contracted Services
eneral Fund	4074	ONTECH SYSTEMS, INC	76723	FEB-23; IT TICKET SUPPORT	02/28/2023	0.200.42	100-90-64310 IT Contracted Services

Total ROSE PEST SOLUTIONS:

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General Fund	1071	ONTECH SYSTEMS, INC	76967	FEB-23; MONTHLY IT MANAGED	02/28/2023	3,941.00	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	77204	FEB-23; MONTHLY BACKUP SE	03/16/2023	1,105.00	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	77293	MAR-23; IT TICKET SUPPORT	03/16/2023	9,456.70	100-90-64310 IT Contracted Services
Total ONTECH SYS	TEMS, INC:					47,362.43	
PATS SERVICES INC.							
General Fund	1462	PATS SERVICES INC.	A-244852	SERVICE FOR UNIT AT TRAININ	03/22/2023	50.00	100-35-62100 Contracted Services
Total PATS SERVICE	ES INC.:					50.00	
RACINE COUNTY CLERK	(						
General Fund	1552	RACINE COUNTY CLERK	AUGUST 2022	AUGUST PARTISAN PRIMARY E	12/19/2022	350.00	100-12-64010 Notifications/Publications
General Fund	1552	RACINE COUNTY CLERK	AUGUST 2022	AUGUST PARTISAN PRIMARY E	12/19/2022	3,100.00	100-12-62100 Contracted Services
General Fund	1552	RACINE COUNTY CLERK	AUGUST 2022	AUGUST PARTISAN PRIMARYE	12/19/2022	60.00	100-12-64010 Notifications/Publications
Total RACINE COUN	NTY CLERK	:				3,510.00	
RACINE COUNTY TREAS	URER						
General Fund	1561	RACINE COUNTY TREASURER	02282023	FEBRUARY 2023 MUNI COURT	03/10/2023	2,447.46	100-00-45110 Muni Court Fines
Tax Collection	1561	RACINE COUNTY TREASURER	042330162000;	042330162000; 2022 PROPERTY	03/22/2023	5,292.91	290-26630-000 Advanced Tax Collections
Tax Collection	1561	RACINE COUNTY TREASURER	042331210240;	PARCEL 042331210240; 2022 P	03/22/2023	6,085.49	290-26630-000 Advanced Tax Collections
Total RACINE COUN	NTY TREAS	URER:				13,825.86	
RAY O'HERRON							
Capital Projects Fund	9176	RAY O'HERRON	2257400	HOLSTERS	03/10/2023	3,769.56	400-30-65030 Equipment
Total RAY O'HERRO	N:					3,769.56	
RDS TRUCK SERVICE IN	C.						
General Fund	1603	RDS TRUCK SERVICE INC.	00053574	SWITCH PANEL #24	03/02/2023	374.08	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00053605	FLASHER #23	03/08/2023	20.56	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00053624	BRAKE CHAMBER #23	03/14/2023	360.42	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK S	ERVICE IN	C.:				755.06	
ROSE PEST SOLUTIONS							
General Fund	1701	ROSE PEST SOLUTIONS	3282866	PEST CONTROL VILLAGE HALL	02/10/2023	68.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3282865	PEST CONTROL FIRE STATION	02/10/2023	68.00	100-43-62100 Contracted Services

136.00

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Fund Vendor Vendor Name Invoice Number Description Invoice Date Invoice Amount GL Account and Title SCHNABEL PRINTING AND INVITATION CENTER Water Utility Fund 1033 SCHNABEL PRINTING AND INVI 125320 DOOR HANGERS; METER CAR 03/01/2023 194.45 500-00-64030 Office Supplies Total SCHNABEL PRINTING AND INVITATION CENTER: 194.45 SHERWIN INDUSTRIES Water Utility Fund 1795 SHERWIN INDUSTRIES SC049960 KENTWOOD DR. / ERIE ST. WAT 417.12 500-00-64240 Building Repairs & Maintenance 02/22/2023 Total SHERWIN INDUSTRIES: 417.12 SIGN SHOP OF RACINE, INC. VINYL STICKERS (RECYCLE, P General Fund 1805 SIGN SHOP OF RACINE, INC 9681 03/07/2023 330.25 100-70-64070 Work Supplies Total SIGN SHOP OF RACINE, INC.: 330.25 STARNET TECHNOLOGIES Sewer Utility Fund DOMINICAN L.S. GEN. BLD.; 2N 93,496.00 501-18739-000 CIP-Dominican Lift Station 1855 STARNET TECHNOLOGIES 0092083-IN-2 05/31/2022 Total STARNET TECHNOLOGIES: 93,496.00 STATE OF WISCONSIN General Fund 1861 STATE OF WISCONSIN 02282023 FEB 2023 MUNI COURT FINES 03/10/2023 7,342.13 100-00-45110 Muni Court Fines Total STATE OF WISCONSIN: 7.342.13 **STREICHERS** General Fund 1895 STREICHERS L1620589 VEST REIMBURSEMENT MITCH 03/06/2023 1,000.00 100-30-50280 Clothing Allowance General Fund 1895 STREICHERS L1620728 VEST REIMBURSEMENT GARDI 03/07/2023 1,000.00 100-30-50280 Clothing Allowance Total STREICHERS: 2,000.00 STRYKER SALES CORPORATION **Donation Fund LUCAS 3 AND EQUIPMENT** 18,833.42 250-35-64198 Fire - Flext Grant Expenditure 8 STRYKER SALES CORPORATIO 4042438M 02/15/2023 Donation Fund 8 STRYKER SALES CORPORATIO 4047289M VIDEO LARYNGOSCOPES 02/16/2023 10,881.39 250-35-64198 Fire - Flext Grant Expenditure General Fund 8 STRYKER SALES CORPORATIO 4078149M LUCAS CAR CABLE 03/22/2023 446.66 100-35-64250 Equipment Repairs & Maintenanc Total STRYKER SALES CORPORATION: 30.161.47 TAX REFUND VENDOR Tax Collection 8997 TAX REFUND VENDOR 042330162000; 042330162000; 2022 TAX OVER 03/22/2023 283.89 290-26630-000 Advanced Tax Collections Tax Collection 8997 TAX REFUND VENDOR 042331210240; 042331210240; 2022 TAX OVER 03/22/2023 414.51 290-26630-000 Advanced Tax Collections

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Total TAX REFUND \	/ENDOR:					698.40	
REETOP PRODUCTS CO	NSOLIT						
Vater Utility Fund	2036	TREETOP PRODUCTS CONSOL	19941	TRAFFIC CONES	02/01/2023	399.37	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	2036	TREETOP PRODUCTS CONSOL	19941	TRAFFIC CONES	02/01/2023	266.24	501-00-64240 Building Repairs & Maintenance
Total TREETOP PRO	DUCTS CO	DNSOLIT:				665.61	
JTILITY VENDOR REFUN	D						
Vater Utility Fund	8996	UTILITY VENDOR REFUND	100-0500-00	UTILITY BILL REFUND (PAID WR	03/14/2023	46.29	500-00-46251 Residential Service
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	100-0500-00	UTILITY BILL REFUND (PAID WR	03/14/2023	143.94	501-00-46251 Residential Service
Vater Utility Fund	8996	UTILITY VENDOR REFUND	100-0500-00	UTILITY BILL REFUND (PAID WR	03/14/2023	13.15	500-00-46255 Public Fire Protection
Total UTILITY VEND	OR REFUN	D:				203.38	
VAREHOUSE DIRECT							
Vater Utility Fund	2099	WAREHOUSE DIRECT	5438754-0	COPY PAPER; TAPE	02/20/2023	72.75	500-00-64030 Office Supplies
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5438754-0	COPY PAPER; TAPE	02/20/2023	72.75	501-00-64030 Office Supplies
Total WAREHOUSE	DIRECT:					145.50	
Grand Totals:						1,300,620.16	

# **TOTALS BY FUND**

CAPITAL PROJECTS FUND	\$57,164.48
CEMETERY FUND	\$1,050.00
DONATIONS/GRANTS	\$29,714.81
GENERAL FUND	\$440,093.69
SEWER UTILITY FUND	\$574,045.21
STORM WATER FUND	\$7,832.54
TAX COLLECTION FUND	\$12,076.80
TID #3 FUND	\$800.00
TID #4 FUND	\$38,272.50
TID #5 FUND	\$56,741.13
WATER UTILITY FUND	\$82,829.00
TOTALS	\$1,300,620.16

# RESOLUTION NO. 2023-19 (3/14/2023)

# RESOLUTION AUTHORIZING THE PAYMENT TO LIBERTY MUTUAL FOR AUTO LOSS CLAIM INVOLVING THE CALEDONIA FIRE DEPARTMENT

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Finance Committee is hereby approved, and such claim shall be resolved by paying Liberty Mutual a total of \$1,584.50 upon the execution of a release in exchange for the settlement payment of the claim as set forth above.

this	Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, day of February 2023.
-	VILLAGE OF CALEDONIA
	By:
	James R. Dobbs
	Village President
	Attest:
	Joslyn Hoeffert
	Village Clerk

\*002578\* Liberty Mutual Insurance Company





Sara.Tarara@LibertyMutual.com

Direct: (508) 621-1404 Toll-Free: (800) 225-2467

Ext: 70948

Fax: (888) 268-8840

Liberty Mutual Insurance Company

P.O. Box 5014 Scranton PA 18505-5014

United States

LibertyMutual.com

P.O. Box 5014 Scranton PA 18505-5014

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հերային արարագրել |
հերային են հերային |
հերայ

Village of Caledonia 6922 Nicholson Rd Caldedonia, WI, 53108

February 2, 2023

Date of Incident: Claim Number:

01/03/2023 052137629-03

**Amount We Paid:** \$1,084.50 Our Insured's Deductible: \$500.00

**Total Subrogation Amount Due:** \$1,584.50

Dear Village of Caledonia,

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

#### Right of Recovery

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

### **Notice of Liability**

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

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

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





#### If You Were Insured

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

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

### If You Were Not Insured

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

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

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

# We're Here to Help

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

Sincerely,

SARA TARARA Claims Department

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

#### **RESOLUTION NO. 2023-20**

# RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING AN AMENDED DEVELOPMENT AGREEMENT FOR THE PROBIO DEVELOPMENT

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

**WHEREAS**, on March 15, 2019, the Village and Probio RE LLC and Centro Sperimentale Del Latte USA Inc. (together, "the Company") entered into an agreement ("Original Agreement") for the development of a new business facility on a property located in the Village's Tax Incremental District No. 3; and,

WHEREAS, the Original Agreement required the Company to invest a minimum of \$9 million in the new facility by no later than May 31, 2020 and to obtain substantial completion of the approximately 56,100 square foot facility by that same date; and,

**WHEREAS**, subsequently, pursuant to an amendment to the Original Agreement that was executed by the parties in August 2021, (1<sup>st</sup> Amendment), the Company's deadline to attain Substantial completion was extended to December 31, 2021; and,

**WHEREAS**, for various reasons, the Company was unable to attain its completion and investment guarantees by December 31, 2021, but the Company did attain an occupancy permit for Facility by December 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Village is agreeable to amending the Original Agreement, as previously amended by the 1<sup>st</sup> amendment, by pushing back the Company's Substantial Completion deadline to December 31, 2022, all as set forth in the amended agreement attached hereto, which is hereby approved.

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

# VILLAGE OF CALEDONIA

By:		
-	James R. Dobbs	
	Village President	
	_	
Attest	<u>:</u>	
	Joslyn Hoeffert	
	Village Clerk	

# 2<sup>nd</sup> AMENDED DEVELOPMENT AGREEMENT

THIS 2<sup>nd</sup> AMENDED DEVELOPMENT AGREEMENT ("2<sup>nd</sup> Amendment"), effective as of the date last executed by any party below, is made and entered into by and between PROBIO RE LLC ("PROBIO"), a Wisconsin Limited Liability Company and CENTRO SPERIMENTALE DEL LATTE USA INC. ("CSL"), a Wisconsin corporation, (PROBIO and CSL collectively "the Company"), and the VILLAGE OF CALEDONIA, a municipal corporation located in Racine County, Wisconsin (the "Village");

### **RECITALS:**

- A. On or about March 15, 2019, the Village and the Company entered into an agreement ("Original Agreement") for the development of a new business Facility on a Property, described in <a href="Exhibit A">Exhibit A</a>, which is located in the Village's Tax Incremental District No. 3 (unless otherwise stated, defined terms in this Amendment shall have the same meaning as in the Original Agreement); and,
- B. The Original Agreement required the Company to invest a Guaranteed Minimum Investment of \$9 million in, and to obtain Substantial Completion of, the approximately 56,100 square foot Facility by no later than May 31, 2020; and,
- C. Subsequently, pursuant to an amendment to the Original Agreement that was executed by the parties in August, 2021 ("1st Amendment"), the Company's deadline to attain Substantial Completion was extended to December 31, 2021; and,
- D. For various reasons, the Company was unable to attain Substantial Completion of the Facility by December 31, 2021, but the Company did attain an occupancy permit for the Facility by December 31, 2022; and,

E. The Village is agreeable to amending the Original Agreement, as previously amended by the 1<sup>st</sup> Amendment, by pushing back the Company's Substantial Completion deadline to December 31, 2022, all subject to the terms and conditions set forth in this Amendment.

# NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH THE PARTIES HEREBY ACKNOWLEDGE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
- 2. <u>Substantial Completion Date</u>. Notwithstanding the deadlines in the Original Agreement and the 1<sup>st</sup> Amendment, the Company is hereby required to have attained Substantial Completion of the Facility by no later than December 31, 2022. All other requirements of the Original Agreement pertaining to the Facility remain in effect, including, without limitation, the required approximate size of the Facility and the Company's required \$9 million Guaranteed Minimum Investment in the Facility by Substantial Completion. "Substantial Completion" is amended to mean "attainment of an occupancy permit for the Facility and an investment of the Guaranteed Minimum Investment in the Facility by no later than December 31, 2022."
- 2023, rather than 2021 as in the Original Agreement. Any Property Tax Increment paid by the Property prior to 2023 shall be retained by the Village exclusively. The formula, logistics, and conditions pursuant to which Development Incentive shall be paid to the Company beginning in 2023 under this 2<sup>nd</sup> Amendment shall be the same as under the Original Agreement, although the duration that Development Incentive is payable to the Company under this 2<sup>nd</sup> Amendment is

shorter, and hence the maximum possible Development Incentive the Company could have received under the Original Agreement is reduced, as compared to the Original Agreement, due to the delays reflected in the 1<sup>st</sup> Amendment and the 2<sup>nd</sup> Amendment. For the avoidance of any confusion, while the date on which the Village will begin paying the Company Development Incentive is later than under the Original Agreement, the date by which Development Incentive shall cease being paid by the Village to the Company is unchanged. The Bond pursuant to which the Village will pay Development Incentive to the Company is hereby amended to reflect this 2<sup>nd</sup> Amendment's delay in Development Incentive payment onset and changes to the definitions of defined terms used in the Bond.

4. Reminder of Original Agreement Unchanged. Except as set forth in this 2<sup>nd</sup>

Amendment, both the Original Agreement and the 1<sup>st</sup> Amendment are unchanged and remain in full force and effect according to their own terms.

[SIGNATURE PAGES FOLLOW]

PROBIO RE LLC	
By Cargo	03/16/2023 Date
Marco Caspani	President and CEO
Name	Title
Attest:	
	Date
Name	Title
CENTRO SPERIMENT USA INC.	FALE DEL LATTE
Ву:	
2)	Date
Per Pedersen Name	President & CEO
Attest:	
	Date
Name	Title

# VILLAGE OF CALEDONIA

Ву		
	James Dobbs, Village President	Date
Attest:		
ittost.	Joslyn Hoeffert, Village Clerk	Date

# RESOLUTION NO. 2023-21 (3/28/2023)

# A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA APPROVING THE INSTALLATION OF A RETAINING WALL WITH A FENCE IN AN EXISTING 15' DRAINAGE EASEMENT IN LOT 93 OF THE AUBURN HILLS SUBDIVISION.

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

- **WHEREAS**, the owner of the property at 3268 Bergamot Drive presented to the Village of Caledonia Engineering Department a plan to install a retaining wall in the rear yard to support a pool installation and other rear yard improvements in June of 2022 and again in March of 2023 and;
- WHEREAS, the property has fourteen feet of elevation change from the front of the home to the rear lot line that required small retaining walls to be installed as part of the original building permit to achieve 4:1 slopes on the lot and;
- **WHEREAS**, there is a 10' drainage and utility easement along the rear lot line and a 15' drainage easement along the north side lot line and;
- WHEREAS, the owners of 3268 Bergamot Drive have requested permission to allow a portion of their structural engineer designed and stamped retaining wall with fence to encroach into the 15' drainage easement to maximize the use and functionality of their backyard for the installation of said pool and rear yard improvements and;
- **WHEREAS**, the Owner and the Owner's Contractors will need to acquire all necessary permits from the Village of Caledonia Planning and Zoning Department and;
- WHEREAS, Village Staff has concerns regarding the placement and location of the pool in relation to the elevated uncovered deck attached to the primary dwelling and;
- WHEREAS, on March 20, 2023, the Village's Board of Public Works reviewed and discussed the encroachment with the Owner and Village Engineer. At this meeting, a motion to recommend approval of the encroachment was passed and moved to the Village Board for review and action and;
- **NOW THEREFORE BE IT RESOLVED THAT**, the Village Board of the Village of Caledonia adopts the findings of the Village Engineer as set forth in the Village Engineer's Memo dated March 15, 2023, attached hereto and incorporated herein as Exhibit A and approves the encroachment of the retaining wall with fence into the easement subject to the conditions listed below.

**BE IT FURTHER RESOLVED**, that the Village Board is willing to APPROVE the encroachment of the retaining wall with fence into the 15' drainage easement subject to the following conditions as listed in the Village Engineers Memo attached hereto as **Exhibit A** dated March 15, 2023 and presented to the Board of Public Works on March 20, 2023:

- The encroachment does not exceed 5' into the 15' Drainage Easement.
- An alternate location is found for pool equipment outside of said Drainage Easement.
- The owner enters into a Hold Harmless Agreement with the Village.
- The owner acquires waivers from the utility companies that may have right to install their utilities within this easement.
- The Contractor working on behalf of the owner maintains 4:1 slopes outside of the retaining wall within the easement.

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

# VILLAGE OF CALEDONIA

By:		
	James R. Dobbs	
	Village President	
Attest:		
	Joslyn Hoeffert	
	Village Clerk	

### **RESOLUTION NO. 2023-22**

# A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA APPROVING A PARK USE AGREEMENT FOR CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC. FOR USE OF THE CRAWFORD PARK.

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

**WHEREAS**, the Village of Caledonia owns and operates Crawford Park located at 5199 Chester LN, Racine, WI 53402, which is located in the Village of Caledonia; and

**WHEREAS** Caledonia Baseball/Softball League, INC. has a history of playing baseball at the ball diamond at Crawford Park; and

**WHEREAS**, the Village of Caledonia and Caledonia Baseball/Softball League, INC wish to enter into an agreement governing the use of Crawford Park by Caledonia Baseball/Softball League, INC;

**NOW THEREFORE BE IT RESOLVED THAT**, the Board of Trustees of the Village of Caledonia approves the agreement set forth in **Exhibit A** with an effective date of April 1, 2023.

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

# Village of Caledonia

By:		
·	James R. Dobbs	
	Village President	
Attest:		
	Joslyn Hoeffert	
	Village Clerk	

# PARK USE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA AND CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC.

This Park Use Agreement (the "Agreement") is made and entered into as of the date last executed by either Party below, (the "Effective Date"), by and between the VILLAGE OF CALEDONIA, (the "Owner"), and CALEDONIA BASEBALL/SOFTBALL LEAGUE, INC. (the "User"), as represented by a Board Member. Referenced together, the Owner and the User are the "Parties" to this Agreement.

# WITNESSETH:

WHEREAS, the Owner operates Crawford Park located at 5199 Chester Lane, Racine, WI 53402, (the "Park"), which is located in the Village of Caledonia (the "Village") and shown in **Appendix A**; and

WHEREAS, Appendix A also depicts the location LCpl Daniel R. Wyatt Ballpark, which includes a concession stand, two ball diamonds, and a maintenance garage located in the Park; and

WHEREAS, the User operates a youth baseball league for Caledonia children, which needs a baseball diamond to play its games, a concession stand to operate concessions, and a portion of the maintenance garage to store equipment; and

WHEREAS, the Parties wish to enter into an agreement governing the use of the Park by the User; and

**NOW THEREFORE**, the Parties do herewith, in consideration of mutual promises and other good and valuable consideration, agree as follows:

- 1) Term; Not Assignable. This Agreement shall be in effect for the period from April 1, 2023 through September 1, 2023 for baseball operations, use of a portion of the maintenance garage for storage of equipment, for the purpose of using and cleaning the concession stand, and for the purpose of using and cleaning the bathrooms and associated garbage cans. This Agreement shall have a term of one year from the effective date. It is intended that the Agreement will be renewed on a year-to-year basis. If the Agreement is not intended on being renewed the Village's Director of Public Services or Designee is authorized to give a notice of not to renew under this Agreement. Any notice of termination is required to be delivered between the month of September 1 and March 15. This Agreement is not assignable by the User.
- 2) **No Ownership Granted**. This Agreement does not grant any ownership interests.
- 3) Concession Stand. The User shall have all property removed from the concession stand and the stand completely cleaned by August 31, unless the Owner grants additional time in writing at least thirty (30) days in advance. Other than the dates indicated, such use of the concession stand is not exclusive, and the Village Board or Village staff reserves the right to rent the concession stand to third parties at all other times outside of the listed period without prior notification to the User. The Owner reserves the right to rent the shelter area

attached to the concession stand to any third party at any time it is not reserved by the User and without notice to the User.

- 4) **Ball Diamonds; Not Exclusive Use.** This Agreement allows the User use of the two ball diamonds at Crawford Park for the term above. This does not authorize exclusive-use of the ball diamonds; members of the public may use these areas before the fields have been prepped by the User or are not in-use for User activities and prior to 3:00 p.m. on weekdays. For avoidance of doubt, unless specifically authorized by the Village's Director of Public Services or Designee, the fields should not be prepped before 3:00 pm on weekdays.
- 5) **General use of the Park.** The Park is a public Park, and nothing in this Agreement prohibits use of the Park by the general public.
- 6) **Permits/Approvals.** The User shall be responsible for all required permits and approvals from any governmental entity related to the operation of the concession stand and for staffing the concession stand at any time it is in operation.
- 7) **Inventory/Equipment.** The User shall be solely responsible for providing and maintaining all inventory and equipment at the concession stand. The Owner reserves the right to refuse use of any inventory or equipment it deems unreasonable, excessive, or unsafe or that may damage the premises.
- 8) **Keys.** The User shall have access to four (4) keys for the concession stand, the accompanying storage room, and the adjacent restrooms at all times. If any keys are lost, the User shall be responsible for costs for rekeying the locks if determined necessary by the Owner. The User shall be responsible for ensuring that the restrooms are open and accessible to the general public at all times the concession stand is in use. The User shall lock the restrooms after the games have concluded or at the end of each day the facilities are used. The User shall also ensure that the restrooms are clean at the end of each day of use. The Owner will be responsible for unlocking the doors and restocking the restroom by noon (12pm) the following day for the General Public. The User shall return the keys to the Owner by August 31, 2023.
- maintenance of the LCpl Daniel R. Wyatt Ballpark area for the term of this Agreement during and after games and practices. The User shall make certain that the grounds, concession stand (daily cleaning after use), restrooms, and surrounding areas are always clean and presentable while in use. The User shall be responsible for maintaining the ball diamonds and returning them at the end of the season in a condition equal to or better than they were received at the start of the season. The Owner shall be responsible for the cleaning and general maintenance at all other times. The User shall ensure that the restrooms are clean at the end of each day of use by the User. The User shall place all bags of trash and boxes in the assigned area for pick-up. The bathrooms will be checked and fully stocked by the Owner at the beginning of each weekday. User shall be responsible to restock supplies in the bathrooms as needed each day during use. The dugout area shall be cleared of any trash or recycling after each day of use. Liquids shall be dumped from all

recyclable containers prior to disposal. If the trash is not removed as described above, a charge of \$50.00 per occurrence will be deducted from the User's deposit. If the restrooms are not cleaned as described above, a charge of \$50.00 per occurrence will be deducted from the User's deposit.

- 10) **Repairs.** Any repairs that are needed to the concession stand or grounds must be reported to the Owner in a timely manner, and a reasonable time must be allowed for repairs to be completed. Beyond the normal wear and depreciation of assets, the User is responsible for any damages to the premises and facility. The Owner reserves the right to bill the User for repairs and or maintenance as a result of any damage, waste and/or neglect caused by the User or its invitees and guests during the term of this Agreement.
- 11) Supplies. The User shall provide all supplies required for field preparation, including, but not limited to, chalk, "Quick Dry", and other related equipment. Any and all supplies that are stored in the Owner's Maintenance Building shall follow Section 13 of this Agreement. The User shall provide all first aid supplies to its participants, invitees, and guests. The Owner will spray for weeds as determined necessary prior to the season. Direction and assistance will be provided to the User to prepare the diamonds for the start of the season to ensure they are in compliance with Owner requirements. The Owner shall provide all supplies required for the bathrooms, including, but not limited to, toilet paper, hand towels, and soap for washing hands. The User shall restock supplies as needed over the course of the day. All supplies stored in the Maintenance Building shall be removed by August 31 to receive the deposit back. Any tools or supplies left in the Maintenance Building after August 31 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner.
- Improvements. Permanent improvements installed by the User or his/her designee are not allowed. Any and all improvements shall be discussed and agreed upon with the Owner prior to installation. Any permanent improvements to the premises not approved by the Owner will become property of the Village of Caledonia. Examples of permanent improvements include lighting, adding dirt to low areas, possible drain tiles and reseeding the grass. Temporary equipment and signage require prior approval by Owner. Banners may be temporarily placed on the premises with the prior approval of the Owner. Any banners placed shall be maintained in good condition or taken down if damaged. Owner reserves the right to sell advertising space and place permanent or temporary signs and banners on any part of the premises, including, but not limited to, fencing, scoreboards and permanent structures except for the areas referred to in Appendix B during the duration of this agreement. Banners may be displayed on the premises by the User for the duration of this agreement. See **Appendix B** for the Users placement of banners. In no case shall any banner be placed on the concessions building or bathroom building.
- 13) **Storage Space.** The User will be provided a dedicated space in the Maintenance Garage at Crawford Park to store one motorized piece of equipment to be used for dragging the fields and a limited number of manual tools and supplies needed for proper field upkeep and preparation, such as rakes, wheelbarrows, lining machines, etc. All items must be clearly marked as "Property of Caledonia Ball," or similar wording, and must be removed

by August 31, , unless granted specific permission in writing at least 30-days prior from the Owner to leave them in the Maintenance Garage. The Village of Caledonia, the Owner, and its employees, officials, volunteers and any agents thereof shall not be held responsible for any loss or damage to any items or property left on Park premises. All tools stored in the Maintenance Garage shall be removed by August 31 to receive the deposit back. Any tools or supplies left in the Maintenance Garage after August 31 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner.

- Insurance. Owner assumes no responsibility for any loss or damage to User's personal property while in use or stored at or on the Park. User shall maintain comprehensive liability insurance as required below, including full replacement of damaged property. No less than 15 days prior to the first calendared Event, User shall provide Owner with evidence of said coverages as set forth herein, including insurance certificates and all referenced riders and endorsements, in forms reasonably satisfactory to Owner. All insurance shall be issued by insurers with a license to do business in the State of Wisconsin. User's insurance coverage shall be primary and noncontributory as respects Owner, the Village, including all of its respective officials, officers, employees and agents. User's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
  - a) Comprehensive Commercial General Liability: One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) aggregate; policy shall provide coverage for volunteers and invitees and guests of User.
  - b) Owner, the Village of Caledonia, and its respective officials, officers, employees, and agents, shall be named as an additional insured for General Liability and Automobile Liability by specific endorsement.
  - c) Workers Compensation: When applicable- Statutory Limits;
- 15) Hold Harmless; Indemnification. The User agrees to protect, save, defend and hold harmless and indemnify the Village of Caledonia and its boards, commissions, committees, and each member of said boards, commissions and committees, and all Caledonia's officials, agents and employees, from any and all claims, liabilities, expenses or damages of any nature, including attorney fees and litigation costs, for injury or death of any person, or damage to Premises, including any liability under environmental protection laws, or interference with use of Premises, arising out of or in any way connected with the User's activities under this Agreement, other than with respect to any negligent acts, errors or omissions or willful misconduct by the Village of Caledonia, or its employees, officials or agents. This hold harmless shall apply to all liability regardless of whether any insurance policies are applicable, and any policy limits shall not act as a limitation upon the amount of indemnification to be provided. If the Village of Caledonia initiate legal or other action to enforce the terms of this Agreement and the outcome is in favor of the Village of Caledonia, the User shall be liable to the Village of Caledonia for reasonable attorney's fees and costs in enforcing the terms of this Agreement. User shall indemnify Owner, the

Village of Caledonia, along with all its respective officials, officers, agents, and employees, from, and hold them harmless against all liability, claims and demands on account of personal injuries, property damage and loss of any kind whatsoever, including workers' compensation claims, which arise out of User's use of the Park related to the novel virus COVID-19.

- OVID-19 Waiver of Liability: User, its employees, volunteers, players, parents, and other attendees, by utilizing Owner's park, may be exposed to or have an increased risk of contracting or spreading COVID-19. User hereby accepts the risk of contracting COVID-19 for User's employees, volunteers, players, parents, and other attendees. User, its employees, volunteers, players, parents, and other attendees, and User, its employees, volunteers, players, parents, and other attendees hereby forever releases and waives any right to bring suit against Owner, the Village of Caledonia, and Owner's officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Park. User understands that this waiver means User, its employees, volunteers, players, parents, and other attendees give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim they may have to seek damages, whether known or unknown, foreseen or unforeseen.
- 17) **Scheduling.** The User will provide the Owner a schedule of all games and events, such as tournaments, prior to April 1. The times presented in the schedule shall be considered reserved if the schedule is received by April 1. Every effort will be made by the Owner to block out additional weeknights and Saturday mornings during the listed period to allow for make-up games and team practices. The Owner cannot reserve or rent out the ball diamonds to a third party at Crawford Park for the listed period without written approval from the User unless the Owner is notified prior to April 1 of not more than 6 separate dates during the terms of this Agreement.
- Consideration. In exchange for assuming the upkeep of the fields and Ballpark area, no other remuneration will be required from the User for related expenses for the duration of this Agreement, except as may be required for repairs attributable to the use of the facilities by the User under this Agreement.
- 19) **Copies of permits and certificates**. The User shall provide copies of its certificate of insurance, permits related to the operation of the concession stand and User schedules prior to receiving keys on April 1.
- Pre-term and Post-term Walkthrough; Deposit. A representative of the Owner and a representative of the User will perform a walk-through of the facilities prior to the exchange of keys on or about April 1, at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$750, due by April 1, 2023. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to August 31, 2023. The Deposit will be refunded to the User within 30-days, minus any charges based on condition, damage, or deficiency attributable to the User.

- Termination. The Owner shall notify the User in writing of any conditions listed above that are not being followed by the User. The User will be required to resolve the defaulted condition within a reasonable amount of time and provide the Owner a written solution within 10 days. If the User does not provide the written solution within 10 days, the Owner will have the right to terminate this License under Agreement. The User shall be provided five (5) days advance written notice of termination and afforded the opportunity for corrective action before termination takes effect, except in the case of an emergency in which the premises are deemed unsafe or to prevent additional damage from occurring to the premises and in such case the Owner is not required to give notice prior to corrective action. If the Village incurs any costs for corrective action, User shall be responsible for the cost. The Village Director of Public Services is authorized to provide any necessary notice of Termination under this Agreement or notices to correct or violation.
- User Waiver. The User hereby waives all right to any claim for compensation for any loss or damage sustained by reason of and defect, deficiency, failure, or impairment to the water supply, drainage, electrical, or any systems provided by the Owner or the Village of Caledonia. The Owner and the Village of Caledonia shall not be liable for any claim if the premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or acts of God, which prevent the intended use provided for herein. The Owner and the Village of Caledonia shall have no liability to the User for any injury, or damage caused by third parties, or by any condition of the facilities.
- Safe Use Required. All standard Village Park Ordinances, rules and regulations apply to this use. The User, its employees, subcontractors, vendors, guests, patrons, and invitees shall use the premises in a safe, careful, and lawful manner, and use reasonable, best efforts not to allow any act to be done which will alter, mar, deface, or injure any part of the premises, or other property of Crawford Park. The User shall conduct all operations in compliance with all fire, health and safety standards specified by applicable law.
- No Discrimination. User shall not discriminate against any participant, employee or any applicant for employment because of race, religion, or national origin, and further agrees to likewise not discriminate for those same reasons against any person relative to admission, service or privileges offered to, or enjoyed by, the general public.
- Fee Structure. The fee schedule that sets forth the costs and charges for the use of Crawford Park Grounds and/or Services shall be in accordance with the fee schedule adopted by the Village of Caledonia from year-to-year. User agrees to pay Caledonia Village the fees specified in such adopted fee schedule that is on file with the Village of Caledonia.
- Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of

communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

Notices. All notices with respect to this Agreement shall be in writing, and e-mail shall constitute writing for the purposes of the foregoing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand or after posting via US Mail, to the party addressed as follows:

To User:

Caledonia Baseball/Softball League, Inc. Eric Laurence PO Box 194 Franksville, WI 53126

With a copy to the Registered Agent per WI DFI Record of User. To Owner:

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

With a copy to the Village of Caledonia Director of Public Services at the same address: Either party may designate a new address for purposes of this Agreement by written notice to the other party.

[The remainder of this page is intentionally left blank]

The Parties have executed this Agreement effective as of	2023.
VILLAGE OF CALEDONIA	
By: James Dobbs, Village President	
Attest: Joslyn Hoeffert, Village Clerk	
CALEDONIA BASEBALL/SOFTBALL	LEAGUE, INC.
By:	
Name:	
Title:	

# Appendix A



# Appendix B

Signage will be sold and placed in the following order:

- On the fence of the dugouts
   a. Dugouts facing the parking lot
- 2) On the fence a. Behind the Grandstand

- or b. Dugouts facing the walkway behind the concession stand
- 3) On the fence behind Homeplate











#### **RESOLUTION NO. 2023-23**

## RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH REAL RACINE FOR TOURISM SERVICES

**WHEREAS**, the Village of Caledonia has contracted with Real Racine for tourism services for many years and Real Racine has served as Racine County's Visitors and Convention Bureau; and

**WHEREAS**, in 2022, the Village of Caledonia terminated their contractual relationship with Real Racine as the contract at the time was outdated and not reflective of the current relationship; and

WHEREAS, Real Racine was experiencing significant changes in structure and form, the Village of Caledonia decided to not form a new contract immediately upon termination of the old contract; and

WHEREAS, contracting with Real Racine will allow the Village of Caledonia to have representation on the Real Racine board that will participate in how the organization moves forward in providing tourism and marketing services to the County members in the future; and

WHEREAS, Real Racine is still in the process of completing its rebranding and strategic planning activity with the intention to complete the activity by April 30<sup>th</sup>. Real Racine has proposed a short-term contract that would allow the Village of Caledonia participation in the Real Racine board and the Village of Caledonia would like to contract with Real Racine for a term beginning in October 2022 until July 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that a contract between the Village of Caledonia and the Real Racine for tourism services for October 2022 through July 2023 as set forth in **Exhibit A** which is attached hereto and incorporated herein, for 80% of room tax revenue is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

Adopted by the Village Board of the Village	of Caledonia	Racine County	Wisconsin	this
1 ,	or careaoma.	, reactific country,	** 1500115111,	tills
day of March, 2023.				
 <b>5</b>				

#### VILLAGE OF CALEDONIA

By:	
	James R. Dobbs, Village President
Attest:	
	Joslyn Hoeffert, Village Clerk

# AGREEMENT FOR TOURISM PROMOTION AND TOURISM DEVELOPMENT SERVICES

THIS AGREEMENT is entered into by and between Racine County Convention and Visitors Bureau, Inc. (d/b/a Real Racine), a Wisconsin non-stock corporation ("Real Racine"), and the Village of Caledonia, a Wisconsin municipal corporation (the "Municipality") (singularly a "Party" collectively "the Parties"). This Agreement will be in effect beginning October 1, 2022 through July 1, 2023 (the "Agreement").

#### RECITALS:

- A. The Municipality has implemented a room tax under Section 66.0615 of the Wisconsin statutes.
- B. Section 66.0615 of the Wisconsin Statutes requires a municipality collecting a room tax to forward at least 70% of the room tax collected by it to a tourism entity or a tourism commission to be spent on tourism promotion and tourism development (except where grandfathering allows the municipality to forward a lesser amount).
- C. Real Racine is a non-profit Tourism Entity, that meets the definition set forth in Sec. 66.0615(1), Wis. Stat., engaged in tourism promotion and tourism development within Racine County, Wisconsin with a mission to promote and advocate for the development of Racine County, Wisconsin as an attractive visitor destination in order to enhance the local economy.
- D. The parties wish to enter into an agreement whereby the Municipality will forward 80% of the room tax collected by the Municipality to Real Racine to be used by Real Racine for tourism promotion and tourism development within the Municipality.

NOW, THEREFORE, in consideration for the mutual covenants herein, and for other good and valuable consideration, it is agreed as follows:

- 1. **Recitals**. The above recitals are incorporated herein by reference as though set forth in their entirety.
- 2. Room Tax. The Municipality will forward 80% of the room tax collected by it to Real Racine in the manner required by Section 66.0615 of the Wisconsin Statutes to be spent by Real Racine on tourism promotion and tourism development. The room tax required to be forwarded by the Municipality to Real Racine hereunder shall be remitted to Real Racine monthly. In the case of any change in the percentage of room tax collections, the Municipality is required to forward to a tourism entity or commission under Section 66.0615 of the Wisconsin Statutes, whether due to a change in the law or a change in circumstances, then:
- (a) In the event the percentage the Municipality is required to forward to a tourism entity or commission increases above the percentage stated in this section, the percentage described in this section shall be automatically increased to match the percentage of room tax

collections the Municipality is required to forward to a tourism entity or commission under the then current version of the law as of the effective date of the change under the law, and

- (b) In the event the percentage the Municipality is required to forward to a tourism entity or commission decreases below the percentage stated in this section, the percentage described in this section may be decreased, upon written notice by the Municipality to Real Racine, to the lower percentage required under the then current version of the law (or a greater amount acceptable to the Municipality) with such change taking effect as of the date three (3) months after notice is given. Notwithstanding the above, if the decrease in the amount to be forwarded is mandatory, then the decrease shall be effective as the effective date of the change under the law. The notice from the Municipality shall include an explanation as to the reason for the decrease.
- 3. <u>Real Racine Services</u>. In exchange for the Municipality forwarding room tax as required by section 2 above, Real Racine agrees to serve as the tourism entity for the Municipality under Section 66.0615 of the Wisconsin statutes and to spend such room tax on tourism promotion and tourism development likely to result in paid overnight stays in the Municipality, including, without limitation, to:
- (a) Undertake marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, and efforts to recruit conventions, sporting events, or motorcoach groups to the greater Racine County area, including, to the Municipality.
  - (b) Provide transient informational services.
- (c) Promote and market events and attractions within the Municipality through the Municipality's normal marketing and advertising channels.
- (d) Generally promote and advocate for greater Racine County, including the Municipality, as an attractive destination for recreational, business, or educational purposes.
- (e) Attract events to the greater Racine County area that are likely to generate tourism and paid overnight stays in the Municipality.
- (f) Consult with the Municipality with respect to tangible development projects within the Municipality that are likely to generate tourism and paid overnight stays in the Municipality.
- (g) Employ destination marketing, professional and support staff, and consultants with the expertise to accomplish the above tasks as well as any special projects set forth in section 4 below.
- 4. <u>Special Projects</u>. In addition to the activities listed in section 3 above, Real Racine will undertake the following specified projects/activities with respect to tourism promotion and tourism development within the Municipality:

Caledonia Conservancy & Trails Caledonia Historical Village Parks and Recreation
Campgrounds and Local Events

5. Reporting. On or before April 1st of each year, Real Racine shall report the following information to the Municipality: (a) all expenditures of one thousand (\$1,000) Dollars or more by Real Racine with respect to tourism promotion and tourism development in the previous calendar year that Real Racine deemed reasonably likely to generate paid overnight stays in the Municipality; and (b) a list of each member of Real Racine's board of directors, and the name of the business entity the board member owns, operates, or is employed by, if any. It is agreed that Real Racine's board shall include at least one board member who is an owner or operator of a lodging facility that collects the room tax within the Municipality. The parties acknowledge and agree that tourism promotion and tourism development activities by Real Racine within the greater Racine County area shall constitute tourism promotion and tourism development in the Municipality to the extent such activities are reasonably likely to generate paid overnight stays within the Municipality.

What about Fran's appointment to the Board?

- 6. <u>Term and Termination</u>. This Agreement shall be effective from October 1, 2022 through July 1, 2023. The Parties shall review this agreement prior to expiration to determine if any extension, amendments or adjustments are needed. This Agreement continue in effect until terminated as follows:
- (a) Upon expiration or upon at least three (3) months' notice from either party to the other party
  - (b) Upon mutual agreement of the parties;
- (c) Upon the Municipality ceasing to collect a room tax pursuant to Section 66.0615 of the Wisconsin statutes or a successor statute.
- 7. <u>Independent Contractor Status</u>. Real Racine will be acting as an independent contractor in providing services hereunder and its employees shall remain Real Racine employees. Real Racine will have complete control over its own employees and the manner and means of performing its obligations hereunder, except that the performance of any services at the Municipality's facilities shall be subject to the rules, policies and procedures established therefor by the Municipality from time-to-time.
- 8. <u>Covenant / Indemnification</u>. Real Racine represents that it is a non-profit convention and visitors bureau engaged in tourism promotion and tourism development within Racine County, Wisconsin with a mission to promote and advocate for the development of Racine County, Wisconsin as an attractive visitor destination to enhance the local economy. Real Racine further represents that it is a Tourism Entity as that term is defined in Sec. 66.0615(f), Wis. Stat. Real Racine will use the room tax forwarded to it as provided in sections 3 and 4 above and will

provide the reporting described in section 5 above. Real Racine makes no other representations warranties, or covenants with respect to the Municipality's activities with respect to room tax, including, without limitation, as to whether such activities and the Municipality's performance of this Agreement comply with Section 66.0615 of the Wisconsin statutes. The Municipality agrees to indemnify, defend and hold Real Racine harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, Real Racine arising out of, related to, or connected with, allegations that the Municipality's performance under this Agreement or the Municipality's other room tax related activities are illegal or otherwise unlawful under Section 66.0615 of the Wisconsin statutes. Any indemnification by the City is limited to limits of municipal liability per Wisconsin Statutes and Wisconsin caselaw. Real Racine agrees to indemnify, defend and hold the Municipality harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, the Municipality arising out of, related to, or connected with, the Municipality's performance under this Agreement or an allegation that Real Racine's other room tax related activities are illegal or otherwise unlawful under Section 66.0615 of the Wisconsin Statutes. Nothing herein shall be construed to require any indemnification, hold harmless or defense of a claim by the Municipality that Real Racine breached this Agreement.

- 9. <u>Insurance</u>. Real Racine shall carry liability insurance in amounts deemed necessary by the Municipality. Real Racine shall add, by specific enforcement, the Municipality, its officials, officers, employees, agents and consultants as additional insureds on its liability policies. Real Racine shall provide certificates of insurance to the Municipality meeting these requirements on an annual basis and such Certificate shall provide that the Municipality shall receive a thirty (30) day notice of intent to not renew such insurance and/or cancellation of insurance for nonpayment of premium or for any other reason. In such instance, Real Racine shall provide a substitute certificate of insurance meeting the requirements of this section.
- 10. **Entire Agreement**. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement.
- 11. <u>Modification</u>. This Agreement may only be amended, supplemented, assigned or otherwise modified by a writing executed by both parties hereto.
- 12. <u>Assignment / Successors</u>. This Agreement shall not be assigned without the prior written permission from the Municipality. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns of the parties.
- 13. Governing Law / Venue. All matters relating to or arising out of this Agreement or the transaction contemplated herein and the rights of the parties will be governed by and construed and interpreted under the laws of the State of Wisconsin without regard to conflicts of laws principles that would require the application of any other law. The Venue for any legal action arising from this Agreement shall be in Racine County, Wisconsin.

- 14. <u>Attorneys' Fees</u>. In the event any proceeding is brought in respect of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any relief to which such party may be entitled.
- 15. <u>Notices</u>. All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when mailed to the following address by certified mail or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address:

**REAL RACINE**: Interim Executive Director

14015 Washington Avenue Sturtevant, Wisconsin 53177

MUNICIPALITY: Village of Caledonia

5043 Chester Lane Racine, WI 53402

16. <u>Severability</u>. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement as of the date below.

This Agreement has been signed by the parties through their duly authorized representatives but is effective as of the 1st day of October, 2022 through July 1, 2023.

## RACINE COUNTY CONVENTION BUREAU, INC.

By:\_\_\_\_\_\_
Cari Greving, Interim Director

Date Executed:\_\_\_\_\_

VILLAGE OF CALEDONIA

By:\_\_\_\_\_\_
James R. Dobbs, Village President

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

Date Executed: 770272.001(935) 3-24-23

(d/b/a Real Racine)

#### **RESOLUTION NO. 2023-25**

# RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE THE PARTIAL RELEASE OF THE WISPARK DEVELOPMENT AGREEMENT FOR LOT 3 IN DEBACK FARMS BUSINESS PARK FOR INDIVIDUAL SITE DEVELOPMENT IN TAX INCREMENTAL DISTRICT NO. 4

WHEREAS, Central Storage & Warehouse, LLC ("CSW") has indicated its intention to construct an expansion of its existing facilities on a parcel of land in Tax Incremental District No. 4 in the Village in the DeBack Farms Business Park; and

WHEREAS, the expansion, as planned, would be constructed in accordance with the DeBack Farms Business Park Development Agreement, as amended, governing the business park and in accordance with said agreement, the Village will authorize a partial release of said overall development agreement and certain utility agreements to allow for individual site development as set forth in the Partial Release attached hereto as Exhibit A (the "Partial Release");

**NOW THEREFORE BE IT RESOLVED**, that the Partial Release is hereby approved and the Village President and Village Clerk are authorized to execute such Partial Release in accordance with the DeBack Farms Business Park Development Agreement, as amended, to allow for this individual site development to occur.

Adopted by th	e Village Board of th	ne Village of Caledonia, Racine County, Wiscons
day of	, 2023.	
		VILLAGE OF CALEDONIA
		By: James R. Dobbs, President
		Attest:

770272.145(1)

#### PARTIAL RELEASE

**Document Number** 

**Document Title** 

#### Recording Area

Drafted by Name and Return Address

The Puchner Tries & Brady LLP

41 Wisconsin Avenue Milw Pe, WI 53202

^4 ^4-22-30-015-230

el Identification Number (PIN)

#### PARTIAL RELEASE

THIS PARTIAL RELEASE ("Partial Release") is made as of April \_\_\_\_\_, 2023, by and among VILLAGE OF CALEDONIA, Wisconsin, a Wisconsin municipal corporation (the "Village"), the VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT AND THE VILLAGE OF CALEDONIA WATER UTILITY DISTRICT, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin, (hereinafter jointly and severally referred to as the "District" in the singular tense), and WISPARK LLC, a Wisconsin limited liability company ("Wispark").

#### **RECITALS:**

WHEREAS, the Village and Wispark entered into that certain DeBack Farms Business Park Development Agreement pertaining to the Village of Caledonia Tax incremental District No. 4 dated as of July 27, 2016, as amended by that certain First Amendment to Development Agreement dated as of September 29, 2016, that certain Second Amendment to Development Agreement dated as of July 16, 2018, and that certain Third Amendment to Development Agreement dated as of May 3, 2021, with respect to the land described on Exhibit A attached hereto and all improvements located and to be located thereon (collectively, the "Property"). A Memorandum of Development Agreement was recorded with the Register of Deeds for Racine County ("Register of Deeds") on August 1, 2016, as Document No. 2441100, which document encumbers land which includes the Property, and a Memorandum of Second Amendment to Development Agreement was recorded with the Register of Deeds on July 18, 2018, as Document No. 2498871, which document encumbers the Property, and a Memorandum of Third Amendment to Development Agreement was recorded with the Register of Deeds on May 12, 2021, as Document No. 2591521, which document encumbers the Property A Partial Release of Development Agreement and Utility Agreement was recorded with the Register of Deeds on October 7, 2016 as Document No. 2447306, releasing a portion of the land that includes the Property, as set forth therein. A further Partial Release was recorded with the Register of Deeds on July 19, 2018, as Document No. 2498916, releasing Lot 1 of Certified Survey Map No. 3302, as more fully described therein. A further Partial Release dated as of April 5, 2021 (together with a Conditional Delivery Agreement) was recorded with the Register of Deeds on April 6 2021, as Document No. 2587359, releasing Lots 1, 2 and 3 and Outlot 4 of Certified Survey Map No. 3458, as more fully described therein. All of the documents in this Whereas clause are entitled the "Development Agreement."

WHEREAS, the Village, the District (or its predecessors) and Wispark entered into an agreement addressing the construction of sanitary sewer and water mains, entitled Agreement to Allow Private Construction of Sanitary Sewers and/or Watermains by Wispark LLC, dated September 29, 2016 (the "Original Utility Agreement") which was recorded with the Register of Deeds on September 29, 2016, as Document No. 2446496, which document encumbers land that includes the Property.

WHEREAS, the Village, the District (or its predecessors) and Wispark entered into a separate agreement addressing the construction of sanitary sewer and water mains, entitled Agreement to Allow Private Construction of Utility Infrastructure by Wispark LLC, dated July

- 16, 2018 (the "New Utility Agreement") which was recorded with the Register of Deeds on July 18, 2018, as Document No. <u>2498872</u>, which document encumbers the Property.
- **WHEREAS,** Wispark legally divided a portion of the Property by recording Certified Survey Map No. 3437 with the Register of Deeds on March 26, 2021 as Document No. 2586090, which created, among other things, Lot 3 as described on <u>Exhibit B</u> attached hereto;
- **WHEREAS**, Wispark is prepared to sell such Lot 3 for individual site development for a Project (the "Excluded Parcel"); and
- **WHEREAS,** Village, District and Wispark desire to release the Excluded Parcel from the Development Agreement, the Original Utility Agreement and the New Utility Agreement.
- **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:
- 1. <u>Capitalized Terms</u>. Capitalized terms used but not defined in this Partial Release shall have the meaning given to such terms in the Development Agreement.
- 2. <u>Partial Release</u>. The Excluded Parcel is hereby released from the Development Agreement (including, without limitation, all amendments thereto and memoranda for recording thereof), the Original Utility Agreement and the New Utility Agreement, and the partial release provided in this Section 2 shall apply to events occurring after the date of this Partial Release except that:
- a. The Excluded Parcel shall remain subject to the DeBack Farms Business Park Declaration of Development Standards and Protective Covenants recorded with the Racine County Register of Deeds as Document No. 2446964 and the Restrictive Covenant recorded with the Racine County Register of Deeds as Document No. 2441101.
- b. Notwithstanding this partial release of the Excluded Parcel, Wispark shall remain bound by all of the terms, covenants, and conditions of the Development Agreement, as amended, the Original Utility Agreement and the New Utility Agreement.
- c. Notwithstanding this partial release of the Excluded Parcel, the Excluded Parcel shall be bound by the Village of Caledonia Code of Ordinances, including the requirement of said owner thereof, to develop the site and pay for all infrastructure necessary to serve the development on said Excluded Parcel including but not limited to the construction of sewer main, watermain, watermain looping, and streets to serve the Excluded Parcel as required by the Village of Caledonia and its location requirements for sewer main and watermain within the DeBack Farms Business Park.
- d. Notwithstanding this partial release of the Excluded Parcel, the Excluded Parcel shall be subject to the Modification to DeBack Farms Business Park Declaration of Development Standards and Protective Covenants to be executed and recorded with the Racine County Register of Deeds as attached hereto as **Exhibit A** and incorporated herein.

- 3. <u>Effect of Partial Release</u>. Except as expressly modified herein, the Development Agreement, as amended, the Original Utility Agreement and the New Utility Agreement shall remain as executed in full force and effect.
- 4. <u>Counterparts</u>. This Partial Release may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.
- 5. <u>Successors and Assigns</u>. This Partial Release shall be binding upon and shall inure to the benefit of the undersigned and their respective successors and assigns as to the Excluded Parcel.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Partial Release as of the day, month and year first written above.

## WISPARK LLC

	By:	
		icole Harris, Vice President
STATE OF WISCONSIN	)	
MILWAUKEE COUNTY	) SS )	
	LC, to me known to be the	ne above-named Erica-Nicole Harris, e person who executed the foregoing k LLC.
	By:	
	Name Printed:	
	Notary Public,	State of Wisconsin
	My Commission	

## VILLAGE OF CALEDONIA

	By:
	values it. Booos, vinage President
	Attest:
	Joslyn Hoeffert, Village Clerk
STATE OF WISCONSIN )	SS
RACINE COUNTY )	55
Joslyn Hoeffert, on behalf of the Villa	March, 2023, the above-named James R. Dobbs and age of Caledonia, to me known to be the persons who d acknowledged the same on behalf of the Village of
	D.
	By:Name Printed:
	Notary Public, State of Wisconsin
	My Commission Expires:

## VILLAGE OF CALEDONIA UTILITY DISTRICT COMMISSION ON BEHALF OF THE VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT AND THE VILLAGE OF CALEDONIA WATER UTILITY DISTRICT

	By:
	Howard Stacey, President
	Attest:Michael Pirk, Secretary
STATE OF WISCONSIN	) ) SS
RACINE COUNTY	)
President and Michael Pirk, Sec Commission, to me known to	me on March, 2023, the above-named Howard Stacey, cretary, on behalf of the Village of Caledonia Utility District be the persons who executed the foregoing instrument and f of the Village of Caledonia Utility District Commission.
	By:
	Name Printed:
	Notary Public, State of Wisconsin
	My Commission Expires:

#### **EXHIBIT A**

#### THE PROPERTY

Lot 1 and Lot 2, 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.

Part of Tax Key: 104-04-22-30-015-200

Address: Adams Road

#### EXHIBIT B

#### **EXCLUDED PARCEL**

Lot 3, Certified Survey Map No. 3437, recorded in the Office of the Register of Deeds for Racine County on March 26, 2021, as Document No. 2586090, being a redivision of all of Lot 2 of 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.

Now Tax Key: 104-04-22-30-015-230

Address: Adams Road