
***REVISED* VILLAGE BOARD MEETING AGENDA**

Tuesday, January 23, 2024 at 6:00 p.m.

Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes** - Village Board – January 9, 2024
5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
6. **Ordinances and Resolutions**
 - A. **Ordinance 2023-27** – To Amend And Renumber Chapter 3, Chapter 5 And Chapter 6 Of Title 15 With The Amended Chapters To Be As Follows: Chapter 5 - Fences, Chapter 7 – Fair Housing, And Chapter 9 – Property Address Signs; To Repeal Chapter 4 - Grievances Regarding Access To Public Buildings By Handicapped Persons; And To Renumber Title 15 Chapter 2 – Construction Site Erosion Control Ordinance To Be Chapter 6; To Create Chapter 3 – Regulations For Moving And Razing Buildings, And To Create Chapter 4 – Swimming Pools; All Placed Within Title 15 Of The Code Of Ordinances For The Village Of Caledonia, Racine County, Wisconsin (*Legislative & Licensing 4/4/23 laid over, 5/2/23 laid over, 5/16/23 3,0, Committee of the Whole 11/28/23, 7,0, Village Board – send back to COW, 12/12/23, 6,0, Committee of the Whole 1/9/2024, 6-0*)
 - B. **Resolution 2024-004** –Authorizing The Village Of Caledonia To Enter Into A Contract With The Racine County Economic Development Corporation For Economic Development Technical Assistance For 2024 (*Village Board only*)
 - C. **Resolution 2024-005** - Authorizing The First Amendment To The Payment In Lieu Of Taxes Agreement Between The Village Of Caledonia And Racine County For The Property Located Along Three Mile Road, Lots 2 And 3 Of CSM 1499 In The Village Of Caledonia, Wisconsin (*Village Board only*)
 - D. **Resolution 2024-006** – Resolution Of The Village Board Of The Village Of Caledonia Disallowing the Claim of Melissa and Joseph Stancato Dated October 14, 2023 and Filed With the Village on November 16, 2023 (*Committee of the Whole 1/9/2024*)
 - E. **Resolution 2024-007** - Approving A Budget Amendment To Purchase & Install Salting Equipment For A Public Works Plow Truck (*Committee of the Whole 1/9/2024, 6-0*)
 - F. **Resolution 2024-008** – Authorizing A Waiver To Ordinance 18-1-4-(D)(4) Allowing a Second Driveway Access To The Property At 7521 5 Mile Road Parcel Id – 104-04-22-22-001-000; Michael Leiber – Owner (*Committee of the Whole 1/9/2024, 4-2*)
 - G. **Resolution 2024-009** Resolution Approving Reimbursement Agreement for a Proposed Development Located in Tax Incremental District No. 4 in the Village Of Caledonia (*Village Board only*)
 - H. **Resolution 2024-010** Resolution Approving Park Use Agreement for Angels Youth Softball Association, Inc. for Use of Crawford Park (*Committee of the Whole 1/9/2024*)
7. **New Business**
 1. Approval of A/P checks
 2. Approval of US Bank list
8. **Adjournment**

**Village Board Meeting
January 09, 2024**

1 - Order

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

2 - Pledge of Allegiance

3 - Roll Call

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

Absent: Trustee Pierce was excused

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

4 – Approval of Minutes

4A. Village Board – December 12, 2023

Motion by Trustee Stillman to approve the Village Board minutes of the 12/12/23 meeting as printed. Seconded by Trustee Lambrecht. Motion carried unanimously.

4B. Joint Meeting Plan Commission & Village Board – December 18, 2023

Trustee Martin asked for a correction to the minutes to reflect comments regarding residents in flood plain. Motion to approve as amended made by Trustee Lambrecht. Motion seconded by Trustee Stillman. Motion carried unanimously.

5 – Public Comment

None

6 - Committee Reports

6A. Committee of The Whole

1. Approval of A/P checks

Motion by Trustee Wishau to approve A/P checks. Seconded by Trustee McManus. Motion carried unanimously.

7 - Ordinances and Resolutions

7A. Resolution 2024-001 - Authorizing An Amendment To The Contract Between Tyler Technologies, Inc. And The Village Regarding Personal Property Tax

Motion by Trustee McManus to approve the contract amendment. Seconded by Trustee Martin. Motion carried unanimously.

7B. Resolution 2024-002 - Authorizing The Payment To State Farm Mutual Automobile Insurance Company For An Auto Loss Claim On Behalf Of Elsie Sasan Involving A Village Park's Department Vehicle

Motion by Trustee Lambrecht to approve the payment. Seconded by Trustee Stillman. Motion carried unanimously.

7C. Resolution 2024–003 Resolution Appointing Village Clerk/Treasurer Jennifer Olsen

Motion by Trustee Stillman to appoint Jennifer Olsen Village Clerk/Treasurer. Seconded by Trustee McManus. Motion carried unanimously.

8. New Business

8A. Appointments to Parks Advisory Committee

Motion by Trustee McManus to appoint Larry Pedrazoli to the Village to the Parks Advisory Committee. Seconded by Trustee Wishau. Motion carried unanimously.

9. Closed Session Items:

9A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to update the Village Board on discussions with a developer regarding properties near Golf Road in Tax Incremental District No. 4.

Motion by Trustee McManus to go into closed session, seconded by Trustee Wishau.

Trustee McManus – aye
Trustee Wishau – aye
Trustee Stillman – aye

Trustee Martin – aye
Trustee Lambrecht – aye
President Weatherston – aye

9B. The Village Board reserves the right to go back into OPEN SESSION, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.

Motion by Trustee Stillman to go back into open session. Seconded by Trustee Lambrecht. Motion carried unanimously.

9C. Resolution to approve a Reimbursement Agreement for a Proposed Development located in Tax Incremental District No. 4 in the Village of Caledonia.

Motion by Trustee Martin to defer action on a reimbursement agreement for a Proposed Development located in Tax Incremental District No. 4 in the Village of Caledonia to the 1/23/24 meeting. Seconded by Trustee Lambrecht. Motion carried unanimously.

10 – Adjournment

President Weatherston adjourned the meeting at 6:18 p.m.

Respectfully prepared and submitted,

Jennifer Olsen, Village Clerk

Ordinance No. 2023-27

AN ORDINANCE TO DO THE FOLLOWING:

**TO AMEND AND RENUMBER CHAPTER 3, CHAPTER 5 AND CHAPTER 6 OF
TITLE 15 WITH THE AMENDED CHAPTERS TO BE AS FOLLOWS:
CHAPTER 5 - FENCES, CHAPTER 7 – FAIR HOUSING, AND
CHAPTER 9 – PROPERTY ADDRESS SIGNS;**

**TO REPEAL CHAPTER 4 - GRIEVANCES REGARDING ACCESS TO PUBLIC
BUILDINGS BY HANDICAPPED PERSONS;**

**AND TO RENUMBER TITLE 15 CHAPTER 2 – CONSTRUCTION SITE EROSION
CONTROL ORDINANCE TO BE CHAPTER 6;**

**TO CREATE CHAPTER 3 – REGULATIONS FOR MOVING AND RAZING
BUILDINGS, AND TO CREATE CHAPTER 4 – SWIMMING POOLS;**

**ALL PLACED WITHIN TITLE 15 OF THE CODE OF ORDINANCES FOR THE
VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN**

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

1. That Chapter 3 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

**“CHAPTER 7
FAIR HOUSING**

“SEC. 15-7-1 FAIR HOUSING; COMPLAINTS.

The Village Clerk shall have available in the office the form provided by the State of Wisconsin for a complaint to be filed under Section 106.50, Wis. Stats., as amended, and shall provide any person alleging a violation thereof in the Village of Caledonia with a copy of the form to file a complaint thereunder with the Wisconsin Department of Workforce Development, Equal Rights Division, for enforcement of Section 106.50, Wis. Stat., as amended.

State Law Reference: Wis. Stat. §§ 66.1011; 106.50; 101.132”

2. That Chapter 4 of Title 15 of the Code of Ordinances for the Village of Caledonia entitled Grievances regarding access to public buildings by handicapped persons be, and hereby is, repealed.

3. That Chapter 5 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

**“CHAPTER 5
FENCES**

SEC. 15-5-1 DECLARATION OF POLICY.

- (a) The intent of this Ordinance is to establish standards for the location and design characteristics of and permits for fences within residential, commercial, institutional and industrial zoned areas, including non-agricultural uses in A2 districts and including agricultural uses bordering on residentially zoned property but only as to the written mutual agreement prohibited materials under Section 15-5-3(b)(3), within the Village of Caledonia.
- (b) The intent of this Ordinance is also to provide a policy as to fences currently located within public drainage, sanitary sewer or water easements or public rights-of-way within the Village of Caledonia.

SEC. 15-5-2 DEFINITIONS.

- (a) **Fence.** A fence is an artificial structure of posts and boards, wire, pickets, panels, rails or similar materials that is used as an enclosure of land. For purposes of this Chapter, a fence shall not include vegetation, nor shall it include a retaining wall that retains or supports earth. Additionally, a fence shall not include a temporary snow fence that is installed and removed within the months of November through April, nor shall it include a temporary fence required to be erected by this Code.
- (b) **Primary frontage.** The primary frontage is a boundary of a lot bordering a public Right of Way. If a lot borders more than one public Right of Way, the primary frontage is the boundary of a lot bordering a public Right of Way geographically situated in relation to and most convenient to the main entrance of the building.
- (c) **Front yard.** The front yard of a residential property is the portion of a lot between the front of the residence and public Right of Way bordering the primary frontage located between the side-yard property lines.
- (d) **Front of the residence.** The front of the residence is any portion of the residence, including attached garages, but not including architectural appurtenances, facing the primary frontage.
- (e) **“Good” side.** The good side of the fence is the side of the fence that by virtue of design and appearance would generally be considered as the most aesthetically pleasing side of the fence.
- (f) **District.** The Village of Caledonia Utility District operating in the Village of Caledonia.

SEC. 15-5-3 DESIGN.

- (a) **Height.**
 - (1) Residential properties.

- a. A fence within the front yard may not exceed four (4) feet in height, unless it is located more than seventy-five (75) feet from the public Right of Way extending across the primary frontage of the property and may not exceed any visual clearance requirements established by any applicable Zoning Ordinance or condition or by Village Ordinance.
- b. A fence within a back or side yard or located more than seventy-five (75) feet from the public Right of Way extending across the primary frontage of the property may not exceed six (6) feet in height and may not exceed any visual clearance requirements established by any applicable Zoning Ordinance or condition or by Village Ordinance.
- c. A fence which is located in a front yard and which abuts a business, manufacturing, or industrial park property may exceed the height as per Sec. 15-5-3(a)(1)a but may not exceed six (6) feet in height and may not exceed any visual clearance requirements established by any applicable Zoning Ordinance or condition or by Village Ordinance.
- d. No fence, including fence posts, shall exceed eight (8) feet in height.
- e. A supporting fence post that is set into the ground may exceed the heights specified in Sec. 15-5-3(a)(1)a through d by six (6) inches.
- f. In no event shall any provision of this Chapter shall be construed to permit a spite fence in violation of Section 844.10, Wisconsin Statutes.

(2) Livestock Fences.

Fences for the containment of livestock on residential properties shall follow the standards set forth in this Section.

- a. All fences shall be constructed of a sufficient height and of sufficient materials so as not to allow the animal to run at large.
- b. Boards shall be allowed to be placed on the inside of posts, and electric wire if applicable, to properly contain the livestock, subject to any requirements under Sec. 15-5-3(b) below.
- c. A fence located within seventy-five (75) feet of the public Right of Way and extending across the frontage of the property may exceed four (4) feet in height so long as the acreage of the parcel is at least five (5) acres in size, the type of fence is of post and rail design and not solid or stockade. The Village Engineer shall determine if the proposed fence design is of post and rail type. In no case shall any fence exceed eight (8) feet in height. All fences shall comply with the location requirements of Sec. 15-5-4.
- d. All other requirements of this Chapter shall apply, unless specifically waived or modified by this Subsection.
- e. Any fence inadequately containing the livestock shall be deemed a public nuisance and the property owner may be proceeded against in accordance with Title 11, Chapter 6, of the Village's Code of Ordinances.

(3) Commercial and industrial properties.

- a. Fences on commercial and industrial properties shall not exceed eight (8) feet in height, unless provided otherwise in a Conditional Use Permit/Site Plan Review applicable to the property.

- b. A fence located within a street yard setback, as defined by the applicable Zoning Ordinance, may not exceed four (4) feet high, unless provided otherwise by a Conditional Use Permit/Site Plan Review.
 - c. A supporting fence post that is set into the ground may exceed the heights specified in Sec. 15-5-3(a)(2)a through b by six (6) inches.
- (b) **Prohibited Materials.**
 - (1) No person shall construct or cause to be constructed, in whole or in part, a fence with barbed wire or electrified wire within a residentially zoned district, unless as specifically allowed under Sec. 15-5-3(a)(2) above for electrified fencing of livestock.
 - (2) No person shall construct or cause to be constructed, in whole or in part, a fence with barbed wire or electrified wire in a commercially zoned district unless so provided in a Conditional Use Permit/Site Plan Review under the applicable Zoning Ordinance.
 - (3) No person shall construct or cause to be constructed a fence with electrified wire within ten (10) feet of a parcel boundary line between lands used for farming or grazing and residential property without a written, mutual agreement of the property owners as provided in Section 90.02(1m)(h), Wisconsin Statutes.
- (c) **Maintenance.** A fence shall be maintained in a structurally adequate condition. Posts, supports, rails, boards, panels, etc. shall be repaired or replaced as reasonably required toward that purpose.
- (d) **Aesthetics.**
 - (1) The “good” side of a fence shall face toward the adjoining property and toward the public Right of Way if any portion of a fence extending along the public Right of Way is within fifty (50) feet of the public Right of Way. However, if the purpose of the fence is to contain livestock, the boards shall be allowed to be placed on the inside of the posts.
 - (2) The Village Engineer shall determine which side of a fence is the “good” side and shall provide property owners with his determination upon request. The Village Engineer may require the property owner to provide sufficient evidence to make

said determination. The determination of the Village Engineer may be appealed to the Public Works Committee of the Village Board, whose determination shall be final.

SEC. 15-5-4 LOCATION.

- (a) A fence may not be located within a public drainage, sanitary sewer, or watermain easement or within the public Right of Way unless authorized elsewhere in this Chapter.
- (b) A fence may be located within street, side, rear, and shore yard setbacks as permitted by applicable Zoning Ordinances, unless otherwise prohibited or restricted herein or unless prohibited or restricted by a Conditional Use Permit/Site Plan Review or variance.
- (c) Fences abutting alleys shall be set back a minimum of two (2) feet from the lot line extending along the alley.
- (d) No fence shall be constructed in any front yard of a B-1, B-2, B-3, B-4, B-5, B-6 or B-7 Zoned District, unless said fencing is approved in conjunction with a Conditional Use Permit/Site Plan Review under the applicable Zoning Ordinance.

SEC. 15-5-5 PERMITS.

- (a) No person shall install or construct or cause to be installed or constructed a fence within the Village of Caledonia without first obtaining a Fence Permit from the Village of Caledonia as herein provided.
- (b) Any person desiring a Fence Permit for the installation or construction of a fence within the Village of Caledonia shall file a written application form provided by the Village.
- (c) The Fence Permit fee shall be established by and as may be modified from time to time by Resolution of the Village Board of the Village of Caledonia.
- (d) A Fence Permit issued pursuant to this Chapter shall be valid and permit construction of the fence for a period of one (1) year from date of issuance. If the fence is not completed within such period, a new Permit shall be required.
- (e) The Village Engineer or his representative shall have a right to enter upon the premises to inspect the fence and its construction to insure compliance with the Fence Permit and the provisions of this Chapter.
- (f) As a condition of receiving a Fence Permit under this Section, the owner agrees to defend, indemnify and hold the Village of Caledonia harmless from and against all claims, including boundary disputes, for injury or damage received or sustained by any person or entity in connection with the installation or construction of a permitted fence.

SEC. 15-5-6 EXCEPTIONS.

- (a) Fences located within the public Right of Way shall not be permitted and shall be removed.

- (b) A fence currently located within a public drainage, sanitary sewer, or watermain easement in the Village of Caledonia shall be permitted to remain unless in the opinion of the Village Engineer, the fence is determined to obstruct the purpose for which the easement was obtained or the maintenance of the easement, including underground lines. If the easement is under the jurisdiction of the Village of Caledonia Utility District, the Village Engineer shall consult with the District in rendering an opinion under this Subsection. The determination of the Village Engineer as to the existence of an obstruction may be appealed as set forth below.
- (c) Any fence that is required to be removed and is removed, either by the owner or the Village, because of a violation of this Chapter, may be replaced at the cost of the owner if in the opinion of the Village Engineer the fence could not obstruct the purpose for which the public drainage, sanitary sewer, or watermain easement was obtained or the maintenance related to such easement; provided that the owner shall agree to be responsible for the removal of the fence in the event of future interference with the purpose for which the easement was obtained or the operation or maintenance of the easement including underground lines; and provided that a Fence Permit is applied for and issued as provided in Section 15-5-5.
- (d) The Village Engineer may order any fence located within the Village of Caledonia contrary to the provisions of this Chapter to be removed, repaired or otherwise corrected, as the case may be. Such notice shall be in writing and delivered to the last known owner of the property where the fence is located, either delivered in person or by certified mail, addressed to the last known address of the owner, directing the work or action which is required to be taken. The work or action shall be completed within thirty (30) days after receipt of the notice in the case of personal delivery or after the mailing of the notice in the case of mailing. Upon written request of the Owner, and for good cause shown, the Village Board may extend the time for compliance with the Order provided the Owner waives any appeal rights set forth below.
- (e) Any person shall have a right to request a review of the determination of the Village Engineer under 15-5-6(b)-(c) or an Order served under 15-5-6(d) by filing a request for review in accordance with Title 4 of the Code of Ordinances. Failure to comply with the notice of required action shall permit the Village of Caledonia to enter upon the premises and complete such action. Any cost to the Village of Caledonia shall be charged as a special charge against the property as provided in Section 66.60(16), Wisconsin Statutes.
- (f) Fences existing in any Residential District prior to the effective date of this Chapter which do not meet the regulations of this Chapter are permitted to be:
 - (1) Repaired for ordinary maintenance, including painting, staining, and cleaning. No Permit shall be required for such work.
 - (2) Replaced; provided, however, that a Fence Permit is obtained for the construction of the replacement fence. No Permit fee shall be required for a Fence Permit for a replacement fence.
- (g) As an exception to any notice requirements set forth above, the Village President may order the emergency removal of a fence, or a portion thereof, where there is an immediate danger to persons or property, or a significant maintenance concern. This determination shall be made by the Village President, upon the recommendation of the Village Engineer.

SEC. 15-5-7 VARIANCE REQUESTS.

The Village Engineer may grant a variance, including an encroachment upon an easement, from the provisions of this Ordinance for good and sufficient cause as determined by the Village Engineer, based upon the special circumstances of the particular case and the criteria set forth in the Village of Caledonia Administrative Policy and Procedure Manual, but no variance shall be granted which is unjustly discriminatory in nature. As to any variance request involving a drainage, sanitary sewer, or watermain easement granted to the Village of Caledonia Utility District, a written recommendation indicating the Utility District's position and the reasons therefor shall be obtained from the Utility District and filed with the Village Engineer before a variance request will be considered. The Village Engineer may accept or reject the Utility District's recommendation, as he or she deems appropriate. Any person shall have a right to request a review of the Village Engineer's decision by filing a request for review in accordance with Title 4 of the Code of Ordinances. If the Village Engineer rejects the Utility District's recommendation and grants a variance request, notice of the decision shall be given to the Utility District and the variance shall not be effective until at least five (5) working days after notice of the decision is delivered to the Utility District.

SEC. 15-5-8 APPEAL FROM REVIEW OF INITIAL DETERMINATION.

The Village Board shall hear any appeals from the decision reviewing the initial determination in accordance with Title 4 of the Code of Ordinances. After such hearing, the Village Board shall issue its final determination as to the existence of an obstruction, the order of the Village Engineer to remove or repair a fence, or the decision of the Village Engineer with respect to a variance request. As to any appeal involving a drainage, sanitary sewer, or watermain easement granted to the Utility District, a written recommendation indicating the Utility District's position and the reasons therefor shall be obtained from the Utility District and filed with the Village Board before a hearing under this Section may be scheduled. The Village Board may accept or reject the Utility District's recommendation, as it deems appropriate.

SEC. 15-5-9 PENALTIES.

In addition to any other remedies allowed by this Code, any person violating any of the provisions of this Chapter, including, but not limited to, failing to comply with the terms of a variance, shall, upon conviction, be subject to a forfeiture of not more than Five Hundred Dollars (\$500.00), together with the costs of prosecution. It shall be the responsibility of the offender to abate the violation as expeditiously as possible, and each day of such violation shall constitute a separate offense.

SEC. 15-5-10 SEVERABILITY.

Any section, clause, sentence or provision of this Chapter determined to be invalid for any reason shall not affect the validity of any other section, clause, sentence or provision of this Chapter."

4. That Chapter 6 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered and amended to read as follows:

**“CHAPTER 9
Property Address Signs**

SEC. 15-9-1 PROPERTY ADDRESS SIGNS REQUIRED.

- (a) **Single and two-family buildings.** All single family and two-family residential buildings shall have street numbers, not less than 2-1/2 inches high, placed on the exterior wall of the principal building that faces the street, road or service drive providing access to the building.
- (b) **Multi-family buildings.** All multi-family buildings shall have street numbers, not less than 2-1/2 inches high, placed on the exterior wall of the principal building that faces the street, service drive or parking lot and located adjacent to the individual unit entrances to the buildings. In addition, each building shall be identified by a letter or number, not less than 12 inches high, and located near the top of the building wall facing the street, service drive, or parking lot serving the building. At the entrance of each access drive, there shall be a directory listing of the street numbers and building identifications that are accessible from the access drive.
- (c) **Commercial & Industrial buildings.** All commercial or industrial buildings shall have street numbers, not less than 6 inches high, placed on the exterior wall of the principal building facing the street, service drive, or parking lot providing access to that building and located adjacent to any primary entrance door. All commercial or industrial structures, which have a rear service door, shall identify the occupant and the street address conspicuously on the rear door in contrasting and reflective letters and numbers not less than 6 inches in height, which shall be continually maintained.
- (d) **Requirements.** All street number signs shall be readily visible from the street, road, or service drive, have a contrasting background from the numerals, and if possible be reflective.
- (e) **Exception.** For those buildings that are not readily visible from the street, there shall be an address sign posted within 3 feet of the property's Right of Way, at the driveway, with numerals of the proper size as required for visible buildings as provided in this Section.
- (f) **Enforcement and Penalty.** The Village of Caledonia Building Inspection and Police Departments shall have the authority to enforce compliance with the provision of this Ordinance. Any person who violates the provisions of this Ordinance shall, upon conviction, forfeit not less than \$25 nor more than \$200 and the costs of prosecution for each violation, and in default of payment of such forfeiture and costs, may be imprisoned in the county jail until payment is made, but not exceeding six months. Each day a violation exists or continues shall constitute a separate offense. Any person charged with a violation under this Section may pay the amount of \$75 plus costs at the Caledonia Police Department in lieu of a court appearance.”

5. That Chapter 2 of Title 15 of the Code of Ordinances for the Village of Caledonia be, and hereby is, renumbered to read as follows:

“CHAPTER 6

Construction Site Erosion and Sediment Control Ordinance

SEC. 15-6-1 AUTHORITY.

- (a) This Ordinance is adopted under the authority granted by Sec. 61.354, Wis. Stat. This Ordinance supersedes all provisions of an Ordinance previously enacted under Sec. 61.35, Wis. Stat. that relate to construction site erosion control. Except as otherwise specified in Sec. 61.354, Wis. Stat., Sec. 61.35, Wis. Stat., applies to this Ordinance and to any amendments to this Ordinance.
- (b) The provisions of this Ordinance are deemed not to limit any other lawful regulatory powers of the Village Board.
- (c) The Village Board hereby designates the Village Engineer to administer and enforce the provisions of this Ordinance.
- (d) The requirements of this Ordinance do not pre-empt more stringent erosion and sediment control requirements that may be imposed by any of the following:
 - (1) Wisconsin Department of Natural Resources administrative rules, permits or approvals including those authorized under Sec. 281.16 and 283.33, Wis. Stat.
 - (2) Targeted non-agricultural performance standards promulgated in rules by the Wisconsin Department of Natural Resources under Sec. NR 151.004, Wis. Adm. Code.

SEC. 15-6-2 FINDINGS OF FACT.

The Village Board acknowledges that runoff from land disturbing construction activities carries a significant amount of sediment and other pollutants to the waters of the state in the Village of Caledonia.

SEC. 15-6-3 PURPOSE.

It is the purpose of this Ordinance to maintain safe and healthful conditions; prevent and control water pollution; prevent and control soil erosion and sediment discharge; protect spawning grounds, fish and aquatic life; control building sites, placement of structures and land uses; preserve ground cover and scenic beauty; and promote sound economic growth, by minimizing the amount of sediment and other pollutants carried by runoff or discharged from land disturbing construction activity to waters of the state in the Village of Caledonia.

SEC. 15-6-4 APPLICABILITY AND JURISDICTION.

- (a) **Applicability.**

- (1) Except as provided under Sec. 15-6-4(a)(2) below, this Ordinance applies to any construction site as defined under Sec. 15-6-5(f) of this Ordinance and the following land disturbing construction activities:
- a. Those requiring a subdivision plat approval.
 - b. Those requiring a certified survey map approval.
 - c. Those involving grading, removal of protective ground cover or vegetation, excavation, land filling or other land disturbing activity affecting a surface area of four thousand (4,000) square feet or more.
 - d. Those involving excavation or filling or a combination of excavation and filling affecting one-hundred fifty (150) cubic yards or more of dirt, sand or other excavation or other fill material
 - e. Those involving street, highway, road or bridge construction, enlargement, relocation or reconstruction.
 - f. Those involving the laying, repairing, replacing or enlarging of an underground pipe or facility for a distance of three hundred (300) feet or more.
- (2) This Ordinance does not apply to the following:
- a. Transportation facilities, except transportation facility construction projects that are part of a larger common plan of development such as local roads within a residential or industrial development.

Note to Users: Transportation facility projects directed and supervised by Wisconsin Department of Transportation are not subject to this Ordinance. Notwithstanding this Ordinance, a municipality is required to comply with the construction site transportation facility performance standards in Subch. IV of NR 151, Wis. Adm. Code, for its own transportation-related projects. For the activities over which the Village has jurisdictional oversight of another local unit of government, the performance standards in Sec. NR 151.225(3) and 151.23(4m), Wis. Adm. Code, shall apply as described in this Ordinance under Sec. 15-6-9(c)(1).

- b. A construction project that is exempted by federal statutes or regulations from the requirement to have a national pollutant discharge elimination system permit issued under Chapter 40, Code of Federal Regulations, part 122, for land disturbing construction activity.
- c. Nonpoint discharges from agricultural facilities and practices.
- d. Nonpoint discharges from silviculture activities.
- e. Routine maintenance for project sites that have less than 5 acres of land disturbance if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility.
- f. Agricultural facilities and practices, and growing and tending of gardens, provided that the limitation on excavation and/or filling set forth in Sec. 15-6-4(a)(1)d is not violated.

- (3) Notwithstanding the applicability requirements in Subsections 15-6-4 (a)(1) and (2), this Ordinance applies to construction sites of any size that, as determined by the Village Engineer, are likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, or that increases water pollution by scouring or transporting of particulate.
- (b) **Jurisdiction.**
This Ordinance applies to land disturbing construction activity on lands within the boundaries and jurisdiction of the Village of Caledonia, as well as the extraterritorial division of land subject to an Ordinance enacted pursuant to Sec. 236.45(2) and (3), Wis. Stat.
- (c) **Exclusions.**
This Ordinance is not applicable to activities conducted by a state agency, as defined under Sec. 227.01 (1), Wis. Stat.

SEC. 15-6-5 DEFINITIONS.

- (a) **“Administering authority”** means the Village Engineer designated by the Village Board to administer this Ordinance
- (b) **“Agricultural facilities and practices”** has the meaning in Sec. 281.16(1), Wis. Stat.
- (c) **“Best management practice” or “BMP”** means structural or non-structural measures, practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state.
- (d) **“Business day”** means a day the office of the Village Engineer is routinely and customarily open for business.
- (e) **“Cease and desist order”** means a court-issued order to halt land disturbing construction activity that is being conducted without the required permit or in violation of a permit issued by the Village Engineer.
- (f) **“Construction site”** means an area upon which one or more land disturbing construction activities occur, including areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan. A long-range planning document that describes separate construction projects, such as a 20-year transportation improvement plan, is not a common plan of development.
- (g) **“Design Storm”** means a hypothetical discrete rainstorm characterized by a specific duration, temporal distribution, rainfall intensity, return frequency and total depth of rainfall.
- (h) **“Division of land”** means the creation from one parcel of two or more parcels or building sites of any size where such creation occurs at one time or through the successive partition within a 5-year period.
- (i) **“Erosion”** means the process by which the land’s surface is worn away by the action of wind, water, ice or gravity.

- (j) **“Erosion and sediment control plan”** means a comprehensive plan developed to address pollution caused by erosion and sedimentation of soil particles or rock fragments during construction.
- (k) **“Extraterritorial”** means the unincorporated area within 3 miles of the corporate limits of a first, second, or third class city, or within 1.5 miles of a fourth class city or village.
- (l) **“Final stabilization”** means that all land disturbing construction activities at the construction site have been completed and that a uniform perennial vegetative cover has been established, with a density of at least 70 percent of the cover, for the unpaved areas and areas not covered by permanent structures, or that employ equivalent permanent stabilization measures.
- (m) **“Governing Body”** means the Village Board of Trustees.
- (n) **“Land disturbing construction activity”** means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.
- (o) **“Landowner”** means any person holding fee title, an easement or other interest in property, which allows the person to undertake cropping, livestock management, land disturbing construction activity or maintenance of storm water BMPs on the property.
- (p) **“MEP” or “maximum extent practicable”** means the highest level of performance that is achievable but is not equivalent to a performance standard identified in this Ordinance as determined in accordance with Sec. 15-6-6 of this Ordinance.
- (q) **“Performance standard”** means a narrative or measurable number specifying the minimum acceptable outcome for a facility or practice.
- (r) **“Permit”** means a written authorization made by the Village Engineer to the applicant to conduct a land disturbing construction activity or to discharge post-construction runoff to waters of the state.
- (s) **“Pollutant”** has the meaning given in Sec. 283.01 (13), Wis. Stat.
- (t) **“Pollution”** has the meaning given in Sec. 281.01 (10), Wis. Stat.
- (u) **“Responsible party”** means any Landowner or any other entity performing services to meet the requirements of this Ordinance through a contract or other agreement.
- (v) **“Runoff”** means storm water or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.
- (w) **“Sediment”** means settleable solid material that is transported by runoff, suspended within runoff or deposited by runoff away from its original location.
- (x) **“Silviculture activity”** means activities including tree nursery operations, tree harvesting operations, reforestation, tree thinning, prescribed burning, and pest and fire control. Clearing and grubbing of an area of a construction site is not a silviculture activity.
- (y) **“Site”** means the entire area included in the legal description of the land on which the land disturbing construction activity is proposed in the permit application.

- (z) **“Stop work order”** means an order issued by the Village Engineer which requires that all construction activity on the site be stopped.
- (aa) **“Technical standard”** means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.
- (bb) **“Transportation facility”** means a highway, a railroad, a public mass transit facility, a public-use airport, a public trail or any other public work for transportation purposes such as harbor improvements under Sec. 85.095 (1)(b), Wis. Stat. “Transportation facility” does not include building sites for the construction of public buildings and buildings that are places of employment that are regulated by the Department pursuant to Sec. 281.33, Wis. Stat.
- (cc) **“Waters of the State”** includes those portions of Lake Michigan and Lake Superior within the boundaries of this state, and all lakes, bays, rivers, streams, springs, ponds, wells, impounding reservoirs, marshes, watercourses, drainage systems and other surface water or groundwater, natural or artificial, public or private, within this state or its jurisdiction.

Sec. 15-6-6 APPLICABILITY OF MAXIMUM EXTENT PRACTICABLE.

Maximum extent practicable applies when a person who is subject to a performance standard of this Ordinance demonstrates to the Village Engineer’s satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall take into account the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

SEC. 15-6-7 TECHNICAL STANDARDS.

(a) Design Criteria, Standards and Specifications.

All BMPs required for compliance with this Ordinance shall meet design criteria, standards and specifications based on any of the following:

- (1) Design guidance and technical standards identified or developed by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.
- (2) Soil loss prediction tools (such as the Universal Soil Loss Equation (USLE)) when using an appropriate rainfall or runoff factor (also referred to as the R factor) or an appropriate design storm and precipitation distribution, and when considering the geographic location of the site and the period of disturbance.

Note to Users: The USLE and its successors RUSLE and RUSLE2, utilize an R factor which has been developed to estimate annual soil erosion, averaged over extended time periods. The R factor can be modified to estimate monthly and single-storm erosion.

- (3) **Other Standards.** Other technical standards not identified or developed in Sec. 15-6-7(a) may be used provided that the methods have been approved by the Village Engineer.

SEC. 15-6-8 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES UNDER ONE ACRE.

- (a) **Responsible Party.** The responsible party shall comply with this Section.
- (b) **Erosion And Sediment Control Practices.** Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
 - (1) The deposition of soil from being tracked onto streets by vehicles.
 - (2) The discharge of sediment from disturbed areas into on-site storm water inlets.
 - (3) The discharge of sediment from disturbed areas into adjacent waters of the state.
 - (4) The discharge of sediment from drainage ways that flow off the site.
 - (5) The discharge of sediment by dewatering activities.
 - (6) The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - (7) The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this subdivision.
- (c) **Location.** The BMPs shall be located so that treatment occurs before runoff enters waters of the state.
- (d) **Implementation.** The BMPs used to comply with this section shall be implemented as follows:
 - (1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin.
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.
 - (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.

15-6-9 PERFORMANCE STANDARDS FOR CONSTRUCTION SITES OF ONE ACRE OR MORE.

- (a) **Responsible Party.** The responsible party shall comply with this section and implement the erosion and sediment control plan developed in accordance with Sec. 15-6-11

- (b) **Erosion And Sediment Control Plan.** A written site-specific erosion and sediment control plan shall be developed in accordance with Sec. 15-6-11 of this Ordinance and implemented for each construction site.

Note to Users: The written plan may be that specified within Sec. NR 216.46, Wis. Adm. Code, the erosion and sediment control portion of a construction plan or other plan.

- (c) **Erosion and Other Pollutant Control Requirements.** The erosion and sediment control plan required under sub. (2) shall include the following:
- (1) **Erosion And Sediment Control Practices.** Erosion and sediment control practices at each site where land disturbing construction activity is to occur shall be used to prevent or reduce all of the following:
- a. The deposition of soil from being tracked onto streets by vehicles.
 - b. The discharge of sediment from disturbed areas into on-site storm water inlets.
 - c. The discharge of sediment from disturbed areas into adjacent waters of the state.
 - d. The discharge of sediment from drainage ways that flow off the site.
 - e. The discharge of sediment by dewatering activities.
 - f. The discharge of sediment eroding from soil stockpiles existing for more than 7 days.
 - g. The discharge of sediment from erosive flows at outlets and in downstream channels.
 - h. The transport by runoff into waters of the state of chemicals, cement, and other building compounds and materials on the construction site during the construction period. However, projects that require the placement of these materials in waters of the state, such as constructing bridge footings or BMP installations, are not prohibited by this Ordinance.
 - i. The transport by runoff into waters of the state of untreated wash water from vehicle and wheel washing.
- (2) **Sediment Performance Standards.** In addition to the erosion and sediment control practices under par. (1), the following erosion and sediment control practices shall be employed:
- a. BMPs that, by design, discharge no more than 5 tons per acre per year, or to the maximum extent practicable, of the sediment load carried in runoff from initial grading to final stabilization.
 - b. No person shall be required to employ more BMPs than are needed to meet a performance standard in order to comply with maximum extent practicable. Erosion and sediment control BMPs may be combined to meet the requirements of this subsection. Credit may be given toward meeting the sediment performance standard of this paragraph for limiting the duration or area, or both, of land disturbing construction activity, or for other appropriate mechanisms.
 - c. Notwithstanding Sec. 15-6-9(2)(a), if BMPs cannot be designed and implemented to meet the sediment performance standard, the erosion and

sediment control plan shall include a written, site-specific explanation of why the sediment performance standard cannot be met and how the sediment load will be reduced to the maximum extent practicable.

- (3) **Preventive Measures.** The erosion and sediment control plan shall incorporate all of the following:
 - a. Maintenance of existing vegetation, especially adjacent to surface waters whenever possible.
 - b. Minimization of soil compaction and preservation of topsoil.
 - c. Minimization of land disturbing construction activity on slopes of 20 percent or more.
 - d. Development of spill prevention and response procedures.
- (4) **Location.** The BMPs used to comply with this section shall be located so that treatment occurs before runoff enters waters of the state.

Note to Users: While regional treatment facilities are appropriate for control of post-construction pollutants, they should not be used for construction site sediment removal.

- (d) **Implementation.** The BMPs used to comply with this section shall be implemented as follows:
 - (1) Erosion and sediment control practices shall be constructed or installed before land disturbing construction activities begin in accordance with the erosion and sediment control plan developed in 15-6-9(b).
 - (2) Erosion and sediment control practices shall be maintained until final stabilization.
 - (3) Final stabilization activity shall commence when land disturbing activities cease and final grade has been reached on any portion of the site.
 - (4) Temporary stabilization activity shall commence when land disturbing activities have temporarily ceased and will not resume for a period exceeding 14 calendar days.
 - (5) BMPs that are no longer necessary for erosion and sediment control shall be removed by the responsible party.
- (e) **Alternate Requirements.** The Village Engineer may establish storm water management requirements more stringent than those set forth in this Section if the Village Engineer determines that an added level of protection is needed for sensitive resources.

SEC. 15-6-10 PERMITTING REQUIREMENTS, PROCEDURES AND FEES.

- (a) **Permit Required.** No responsible party may commence a land disturbing construction activity subject to this Ordinance without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Village Engineer.
- (b) **Permit Application and Fees.** The responsible party that will undertake a land disturbing construction activity subject to this Ordinance shall submit an application for a permit and

an erosion and sediment control plan that meets the requirements of Sec. 15-6-11 and shall pay an application fee to the Village in the amount as established in Sec. 15-6-12. By submitting an application, the applicant is authorizing the Village Engineer to enter the site to obtain information required for the review of the erosion and sediment control plan.

(c) **Permit Application Review and Approval.**

The Village Engineer shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

- (1) Within thirty (30) business days of the receipt of a complete permit application, as required by Sec. 15-6-10(b), the Village Engineer shall inform the applicant whether the application and erosion and sediment control plan are approved or disapproved based on the requirements of this Ordinance.
- (2) If the permit application and erosion and sediment control plan are approved, the Village Engineer shall issue the permit.
- (3) If the permit application or erosion and sediment control plan is disapproved, the Village Engineer shall state in writing the reasons for disapproval.
- (4) The Village Engineer may request additional information from the applicant. If additional information is submitted, the Village Engineer shall have ten (10) business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
- (5) Failure by the Village Engineer to inform the permit applicant of a decision within thirty (30) business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued, unless the time to act is extended by mutual, written agreement between the applicant and the Village Engineer.

(d) **Surety Bond.** As a condition of approval and issuance of the permit, the Village Engineer may require the applicant to deposit a surety bond or irrevocable letter of credit to guarantee a good faith execution of the approved erosion and sediment control plan and any permit conditions.

(e) **Permit Requirements.** All permits shall require the responsible party to:

- (1) Notify the Village Engineer within 48 hours prior to commencing any land disturbing construction activity.
- (2) Notify the Village Engineer of completion of any BMPs within 14 days after their installation.
- (3) Obtain permission in writing from the Village Engineer prior to any modification pursuant to Sec.15-6-11(c) of the erosion and sediment control plan.
- (4) Install all BMPs as identified in the approved erosion and sediment control plan.
- (5) Maintain all road drainage systems, storm water drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
- (6) Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities and document repairs in a site inspection log.
- (7) Inspect the BMPs within 24 hours after each rain of 0.5 inches or more which results in runoff during active construction periods, and at least once each week. Make needed repairs and install additional BMPs as necessary, and document these

activities in an inspection log that also includes the date of inspection, the name of the person conducting the inspection, and a description of the present phase of the construction at the site.

- (8) Allow the Village Engineer to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan. Keep a copy of the erosion and sediment control plan at the construction site.
- (f) **Permit Conditions.** Permits issued under this Section may include conditions established by Village Engineer in addition to the requirements set forth in 15-6-10(e), where needed to assure compliance with the performance standards in Sec.15-6-8 or Sec. 15-6-9.
- (g) **Permit Duration.** Permits issued under this Section shall be valid for a period of 180 days, or the length of the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Village Engineer may grant one or more extensions not to exceed 180 days cumulatively. The Village Engineer may require additional BMPs as a condition of an extension if they are necessary to meet the requirements of this Ordinance.
- (h) **Maintenance.** The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this Ordinance until the site has undergone final stabilization.
- (i) **Additional Permit Requirements for Construction Related to Major Land Divisions.**
 - (1) In addition to the above requirements, permits for land disturbing construction activities related to proposed subdivision plats shall not be issued until the following requirements have been satisfied:
 - a. The subdivision must have received preliminary plat approval from Racine County and the Village Board.
 - b. Grading and drainage plans shall have been submitted to the Village Engineer, and initial review completed by the Engineering Department.
 - c. The Subdivider must execute a hold harmless/indemnification agreement.
 - d. The Subdivider must submit a letter of credit, in accord with the terms of the Village's standard Development Agreement, for the entire amount of subdivision improvements plus contingency. Where the cost for the improvements is not yet known, the Village Engineer may accept a letter of credit in an amount sufficient to cover initial grading and filling work plus contingency. However, no additional work shall be commenced by the Subdivider until the letter of credit amount is increased to cover the cost of all subdivision improvements plus contingency.
 - e. The Subdivider shall execute a revised Predevelopment Agreement with provisions related to this early start procedure.
 - f. Where applicable, the Subdivider shall submit to the Village Engineer a copy of the executed agreement with the applicable sanitary or utility district for sewer and/or water construction.
 - g. A copy of the above materials, with the exception of the grading and drainage plans, must be delivered by the developer to the office of the Village Attorney.

- h. The Village Board must approve issuance of the permit. A copy of the approved permit shall be provided to the Village of Caledonia Storm Water Utility District.
- i. Additional conditions may be required by the Village Engineer or Village Attorney to address unforeseen or special circumstances.
- j. The Subdivider may not install sewer utilities, water utilities and storm water utilities, or conduct any road construction or asphalt work until after approval of final plans, final plat and execution of the required Development Agreement. The Subdivider may be permitted by the Village Engineer to do initial grading prior to the final plans, final plat and Development Agreement being approved.
- k. Failure to comply with these provisions shall subject the violator to the enforcement remedies set forth in Sec. 15-6-14 including, without limitation, revocation of the permit and prosecution for said violations.”

SEC. 15-6-11 EROSION AND SEDIMENT CONTROL PLAN, STATEMENT, AND AMENDMENTS.

- (a) **Erosion And Sediment Control Plan Statement.** For each construction site identified under Sec. 15-6-4(a), an erosion and sediment control plan statement shall be prepared. This statement shall be submitted to the Village Engineer. The erosion and sediment control plan statement shall briefly describe the site, the development schedule, and the BMPs that will be used to meet the requirements of the Ordinance. A site map shall also accompany the erosion and sediment control plan statement.
- (b) **Erosion and Sediment Control Plan Requirements.**
 - (1) An erosion and sediment control plan shall be prepared and submitted to the Village Engineer.
 - (2) The erosion and sediment control plan shall be designed to meet the performance standards in Sec.15-6-8, Sec. 15-6-9 and other requirements of this Ordinance.
 - (3) The erosion and sediment control plan shall address pollution caused by soil erosion and sedimentation during construction and up to final stabilization of the site. The erosion and sediment control plan shall include, at a minimum, the following items:
 - a. Name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant, together with the name of the applicant’s principal contact at such firm. The application shall also include start and end dates for construction.
 - b. Description of the construction site and the nature of the land disturbing construction activity, including representation of the limits of land disturbance on a United States Geological Service 7.5 minute series topographic map.
 - c. Description of the intended sequence of major land disturbing construction activities for major portions of the construction site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary

- erosion and sediment control measures, and establishment of permanent vegetation.
 - d. Estimates of the total area of the construction site and the total area of the construction site that is expected to be disturbed by land disturbing construction activities.
 - e. Calculations to show the compliance with the performance standard in Sec. 15-6-9(c)(2)(a).
 - f. Existing data describing the surface soil as well as subsoils.
 - g. Depth to groundwater, as indicated by Natural Resources Conservation Service soil information where available.
 - h. Name of the immediate named receiving water from the United States Geological Service 7.5 minute series topographic maps.
- (4) The erosion and sediment control plan shall include a site map. The site map shall include the following items and shall be at a scale not greater than 100 feet per inch and at a contour interval not to exceed two feet.
- a. Existing topography, vegetative cover, natural and engineered drainage systems, roads and surface waters. Lakes, streams, wetlands, channels, ditches and other watercourses on and immediately adjacent to the site shall be shown. Any identified 100-year flood plains, flood fringes and floodways shall also be shown.
 - b. Boundaries of the construction site.
 - c. Drainage patterns and approximate slopes anticipated after major grading activities.
 - d. Areas of soil disturbance.
 - e. Location of major structural and non-structural controls identified in the erosion and sediment control plan.
 - f. Location of areas where stabilization BMPs will be employed.
 - g. Areas which will be vegetated following land disturbing construction activities.
 - h. Area(s) and location(s) of wetland on the construction site and locations where storm water is discharged to a surface water or wetland within one-quarter mile downstream of the construction site.
 - i. Area(s) used for infiltration of post-construction storm water runoff.
 - j. An alphanumeric or equivalent grid overlying the entire construction site map.
- (5) Each erosion and sediment control plan shall include a description of appropriate control BMPs that will be installed and maintained at the construction site to prevent pollutants from reaching waters of the state. The erosion and sediment control plan shall clearly describe the appropriate erosions and sediment control BMPs for each major land disturbing construction activity and the timing during the period of land disturbing construction activity that the erosions and sediment control BMPs will be implemented. The description of erosion and sediment control BMPs shall include, when appropriate, the following minimum requirements:
- a. Description of interim and permanent stabilization practices, including a BMP implementation schedule. The erosion and sediment control plan shall

- ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized.
 - b. Description of structural practices to divert flow away from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from the site. Unless otherwise specifically approved in writing by the Village Engineer, structural measures shall be installed on upland soils.
 - c. Management of overland flow at all areas of the construction site, unless otherwise controlled by outfall controls.
 - d. Trapping of sediment in channelized flow.
 - e. Staging land disturbing construction activities to limit exposed soil areas subject to erosion.
 - f. Protection of downslope drainage inlets where they occur.
 - g. Minimization of tracking at all vehicle and equipment entry and exit locations of the construction site.
 - h. Clean up of off-site sediment deposits.
 - i. Proper disposal of building and waste material
 - j. Stabilization of drainage ways.
 - k. Installation of permanent stabilization practices as soon as possible after final grading.
 - l. Minimization of dust to the maximum extent practicable.
- (6) The erosion and sediment control plan shall require that velocity dissipation devices be placed at discharge locations and along the length of any outfall channel, as necessary, to provide a non-erosive flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected.

Note to Users: The erosion and sediment plan requirements of this subsection will meet the erosion control plan requirements of Sec. NR 216.46, Wis. Adm. Code, when prepared in accordance with good engineering practices and the design criteria, standards and specifications published by the Wisconsin Department of Natural Resources under Subchapter V of Chapter NR 151, Wis. Adm. Code.

- (c) **Erosion and Sediment Control Plan Amendments.** The applicant shall amend the erosion and sediment control plan if any of the following occur:
- (1) There is a change in design, construction, operation or maintenance at the site which has the reasonable potential for the discharge of pollutants to waters of the state and which has not otherwise been addressed in the erosion and sediment control plan.
 - (2) The actions required by the erosion and sediment control plan fail to reduce the impacts of pollutants carried by construction site runoff.
 - (3) The Village Engineer notifies the applicant of changes needed in the erosion and sediment plan.

SEC. 15-6-12 FEE SCHEDULE.

The fees referred to in other Sections of this Ordinance shall be established by the Village Board and may from time to time be modified by Resolution. A schedule of the fees established by the

Village Board shall be available for review in Village Clerks office of the Village Hall of the Village of Caledonia.

SEC. 15-6-13 INSPECTION.

If land disturbing construction activities are occurring without a permit required by this Ordinance, the Village Engineer may enter the land pursuant to the provisions of Sec. 66.0119(1), (2), and (3), Wis. Stat.

SEC. 15-6-14 ENFORCEMENT.

- (a) The Village Engineer may post a stop-work order if any of the following occurs:
 - (1) Land disturbing construction activity regulated under this Ordinance is occurring without a permit.
 - (2) The erosion and sediment control plan is not being implemented in good faith.
 - (3) The conditions of the permit are not being met.

Note to Users: The Village Engineer should inspect any construction site that holds a permit under this Chapter at least once a month between March 1 and October 31, and at least 2 times between November 1 and February 28 to ensure compliance with the approved erosion and sediment control plan.

- (b) If the responsible party does not cease activity as required in a stop-work order posted under this Section or fails to comply with the erosion and sediment control plan or permit conditions, the Village Engineer may revoke the permit.
- (c) If the responsible party, where no permit has been issued or the permit has been revoked, does not cease the activity after being notified by the Village Engineer or if a responsible party violates a stop-work order posted under Sec. 15-6-14(a), the Village Engineer may request the Village Attorney to obtain a cease and desist order in any court with jurisdiction.
- (d) The Village Engineer may retract the stop-work order issued under Sec. 15-6-14(a) or the permit revocation under Sec. 15-6-14(b).
- (e) After posting a stop-work order under Sec. 15-6-14(a), the Village Engineer may issue a notice of intent to the responsible party of its intent to perform work necessary to comply with this Ordinance. The Village Engineer may go on the land and commence the work after issuing the notice of intent. The costs of the work performed under this subsection by the Village Engineer, plus interest at the rate authorized by Village Board shall be billed to the responsible party. In the event a responsible party fails to pay the amount due, the clerk shall enter the amount due on the tax rolls and collect as a special assessment against the property pursuant to Subchapter VII of Ch. 66, Wis. Stat.
- (f) Any person violating any of the provisions of this Ordinance shall be subject to a forfeiture of not less than \$25.00 nor more than \$500.00 and the costs of prosecution for each violation. Each day a violation exists shall constitute a separate offense.
- (g) Compliance with the provisions of this Ordinance may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before resorting to injunctive proceedings.

SEC. 15-6-15 APPEALS.

- (a) **Board of Appeals.** The Board of Appeals created pursuant to Sec. 16-1-5 pursuant to Sec. 61.354, Wis. Stat.:
- (1) Shall hear and decide appeals where it is alleged that there is error in any order, decision or determination made by the Village Engineer in administering this Ordinance except for cease and desist orders obtained under Sec. 15-6-14(c).
 - (2) May authorize, upon appeal, variances from the provisions of this Ordinance which are not contrary to the public interest and where owing to special conditions a literal enforcement of the provisions of the Ordinance will result in unnecessary hardship; and
 - (3) Shall use the rules, procedures, duties and powers authorized by Statute in hearing and deciding appeals and authorizing variances.
- (b) **Who May Appeal.** Appeals to the Board of Appeals may be taken by any aggrieved person or by any office, officer, department, board, commission or committee of the Village of Caledonia affected by any decision of the Village Engineer.

SEC. 15-6-16 SEVERABILITY.

If a court of competent jurisdiction determines any Section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of the Ordinance shall remain in force and not be affected by such judgment.

SEC. 15-6-17 EFFECTIVE DATE.

This Ordinance shall be in force and effect from and after its adoption and publication. The above and foregoing Ordinance was duly adopted by the Village Board of the Village of Caledonia on the 4th day of April, 2016 and renumbered approved 12th of December, 2023.”

6. That Chapter 3 of Title 15 of the Code of Ordinances for the Village of Caledonia entitled Regulations for Moving and Razing Buildings be, and hereby is, created to read as follows:

“CHAPTER 3

SEC. 15-3-1 REGULATIONS FOR MOVING AND RAZING BUILDINGS.

- (a) **General.** No person shall move any building or structure upon any of the public Right of Way Permit in the Village without first obtaining a Permit therefor from the Building Inspector and upon the payment of the required fee. Every such Permit issued by the Building Inspector for the moving of a building shall designate the route to be taken, the conditions to be complied with, and shall limit the time during which said moving operations shall be performed.
- (b) **Moving Damaged Buildings.** No buildings shall be repaired, altered or moved within or into the Village that have deteriorated, have been damaged by any cause (including such moving and separation from its foundation and service connections in case of moved buildings) by fifty percent (50%) or more of its equalized value; and no Permit shall be granted to repair, alter or move such building within or into the Village.

- (c) **Continuous Movement.** The movement of buildings shall be a continuous operation during all the hours of the day and day by day until such movement is fully completed. All of such operations shall be performed with the least possible obstruction to thoroughfares. No building shall be allowed to remain overnight upon any street crossing or intersection or so near thereto as to prevent easy access to any fire hydrant or any other public facility. Adequate lighting shall be kept in conspicuous places at each end of the building during the night.
- (d) **Street Repair.** Every person receiving a Permit to move a building shall, within one (1) day after said building reaches its destination, report that fact to the Building Inspector who shall thereupon, in the company of the Village Highway Superintendent, inspect the streets and highways over which said building has been moved and ascertain their condition. If the removal of said building has caused any damage to any street or highway, the person to whom the Permit was issued shall forthwith place them in good repair as they were before the Permit was granted. On the failure of the said permittee to do so within ten (10) days thereafter to the satisfaction of the Village Board, said Village Board shall repair the damage done to such streets and highways and hold the person obtaining such permit and the sureties on his bond responsible for the payment of the same.
- (e) **Conformance with Code.** No Permit shall be issued to move a building within or into the Village and to establish it upon a location within the Village until the Building Inspector has made an investigation of such building at the location from which it is to be moved and is satisfied from such investigation that said building is in a sound and stable condition and of such construction that it will meet the requirements of this Building Code in all respects. A complete plan of all further repairs, improvements, and remodeling with reference to such building shall be submitted to the Building Inspector; and the Building Inspector shall make a finding of fact to the effect that all such repairs, improvements, and remodeling are in conformity with the requirements of this Building Code and that when the same are completed the building, as such, will so comply with said Building Code. In the event a building is to be moved from the Village to some point outside the boundaries thereof, the provisions with respect to the furnishing of plans and specifications for proposed alterations to such building may be disregarded.
- (f) **Bond.**
 - (1) Before a Permit is issued to move any building over any public Right-of-Way in the Village, the party applying therefor shall give a bond to the municipality in a sum to be fixed by the Building Inspector and which shall not be less than One Thousand Dollars (\$1,000.00), said bond to be executed by a corporate surety or two (2) personal sureties to be approved by the Village Board or designated agent conditioned upon, among other things, the indemnification to the Village for any costs or expenses incurred by it in connection with claims for damages to any persons or property and the payment of any judgment, together with the costs and expenses incurred by the Village in connection therewith arising out of the removal of the building for which the Permit is issued.
 - (2) Unless the Building Inspector, upon investigation, shall find it to be a fact that the excavation exposed by the removal of such building from its foundation shall not be so close to a public Right-of-Way as to permit the accidental falling therein of travelers or the location, nature and physical characteristics of the premises and the falling onto such excavation of children under twelve (12) years of age unlikely,

the bond required by Subsection (f)(1) shall be further conditioned upon the permittee erected adequate barriers and within forty-eight (48) hours filling in such excavation or adopting and employing such other means, devices or methods approved by the Building Inspector and reasonably adopted or calculated to prevent the occurrences set forth herein.

- (g) **Insurance; Hold Harmless.** The Building Inspector shall require, in addition to said bond above indicated, public liability insurance covering injury to one (1) person in the sum of not less than Two Million Dollars (\$2,000,000.00) and for one (1) accident in a sum not less than One Million Dollars (\$1,000,000.00), together with property damage insurance in a sum not less than Five Hundred Thousand Dollars (\$500,000.00), or such other coverage as deemed necessary. The permittee shall add, by specific enforcement, the Village, its officials, officers, employees, agents and consultants as additional insureds on its required liability policies. Certificate of insurance shall be provided to the Village and such Certificate shall provide that the Village 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, the permittee shall provide substitute certificates of insurance meeting the requirements of this Section. The permittee shall comply with all local, state and federal laws, rules, regulations. As a condition of the Permit, permittee agrees to indemnify, defend and hold the Village harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, the Village arising out of, related to, or connected with, the moving of the building and/or the permit issued hereunder.

(h) **Architectural Approval.**

- (1) No such Permit shall be issued unless it has been found as a fact by the Village Board by at least a majority vote after an examination of the application for the Permit, which shall include exterior elevations of the building and accurate photographs of all sides and views of the same, and in case it is proposed to alter the exterior of said building, plans and specifications of such proposed alterations and after a view of the building proposed to be moved and of the site at which it is to be located that the exterior architectural appeal and functional plans of the building to be moved or moved and altered will not be so at variance with either the exterior architectural appeal and functional plan of the buildings already constructed or in the course of construction in the immediate neighborhood for the character of the applicable district established by the Zoning Ordinances governing the Village, or any Ordinance amendatory thereof or supplementary thereto, as to cause a substantial depreciation in the property values of said neighborhood within said applicable district. In case the applicant proposes to alter the exterior of said building after moving the building the applicant shall submit with his application papers complete plans and specifications for the proposed alterations. Before a Permit shall be issued for a building to be moved and altered, the applicant shall give a bond to the Village Board, which shall not be less than One Thousand Dollars (\$1,000.00) to be executed in the manner provided in Subsection (f) hereof to the effect that the applicant will, within a time to be set by the Village Board, complete the proposed exterior alterations to said building in the manner set forth in his plans and specifications. This bond shall be in addition to any other bond or surety which

may be required by other application Ordinances of the Village. No Certificate of Occupancy shall be issued for said building until the exterior alterations proposed to be made have been completed.

- (2) Upon application being made to the Building Inspector, he shall request a meeting of the Village Board to consider applications for moving permits which he has found comply in all respects with all other Ordinances of the Village. The Village Board may, if it desires, hear the applicant for the Moving Permit in question and/or the owner of the lot on which it is proposed to locate the building in question, together with any other persons, either residents or property owners, desiring to be heard, giving such notice of meeting as they may deem sufficient. Such meeting may be adjourned for a reasonable length of time; and within five (5) days after the close of the meeting, the Village Board shall, in writing, make or refuse to make the finding required by this Subsection and file it in the office of the Village Clerk who shall send a copy of it to the Building Inspector.

SEC. 15-3-2 RAZING BUILDINGS.

- (a) **Authority; Raze Order.** The Building Inspector is hereby authorized to act for the Village under the provisions of Sec. 66.0413 of the Wisconsin Statutes relating to the razing of buildings and all acts amendatory thereof and supplementary thereto. The Village Treasurer is authorized to assess and collect, as a special charge against the real property, the costs incurred by the Village for proceeding in accordance with Wis. Stat. § 66.0413.
- (b) **Utilities; Excavations To Be Filled.** Before a building can be demolished or removed, the owner or agent shall notify all utilities having service connections within the building, such as water, electric, gas, sewer, and other connections. A Permit to demolish or to remove a building shall not be issued until it is ascertained that service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner. Excavations shall be filled with solid fill to match lot grade within five (5) days of removal of the structure. Any excavation shall be protected with appropriate fences, barriers and/or lights.
- (c) **Permit Procedure.** No building shall be razed, as defined in Section 66.0413, Wis. Stat., in the Village without a raze permit issued by the Building Inspector. The Building Inspector shall issue or deny requests for Raze Permits within sixty (60) days of receiving a Permit application. In their review of the Permit application, the Building Inspector shall, investigate the historical significance, if any, of the building to be razed, and consider other facts that affect the issuance of a Raze Permit such as the health and safety of the public, the condition of the building, history of violations, and other fact specific inquiries. The Village Board shall set an application fee for such raze permit by Resolution from time-to-time. A permit to raze a building that is issued by the Building Inspector shall be transmitted to the Village Assessor.”

7. That Chapter 4 of Title 15 of the Code of Ordinances for the Village of Caledonia entitled Swimming Pools be, and hereby is, created to read as follows:

“CHAPTER 4 SWIMMING POOLS

15-4-1 SWIMMING POOLS.

The purpose of these regulations is to insure the safe and proper in installation and/or alteration of swimming pools in relation to property, dwellings, and safety.

- (a) **Definition.** "Private swimming pool" means a receptacle for water or an artificial pool of water having a depth at any point of more than 2 feet, whether above or below ground.
- (b) **General Guidelines.** Private swimming pools shall:
 - (1) Require a Building Permit, unless, the pool is 99 square feet in area or less, is less than 4 feet in depth, and is removed by November 1st, for the winter. (All 3 conditions must be met not require a Building Permit.)
 - (2) Not be located in the front yard.
 - (3) Not be closer than 8 feet to any dwelling or outbuilding(s).
 - (4) Be completely enclosed by a fence not less than 48 inches in height and be constructed in such a manner so that a ball 6 inches in diameter cannot pass through the fence.
 - (5) Have ladders or stairs that can be removed or secured in such a manner as to prevent access when unattended.
 - (6) Not be filled until fencing is completely installed.
 - (7) Be equipped with a lock or self-closing, self-latching device placed at the top of the gate.
 - (8) Have equipment, including circulating pumps and filters be located so as not to create a nuisance or noise problem, and if necessary, be shielded or protected by a barrier.
 - (9) Be maintained in such a way as to not create a nuisance, hazard, eyesore or have an adverse effect on neighboring properties or be detrimental to public health, safety, or welfare.
 - (10) Be constructed so as to not allow water from the pool to drain into any sanitary sewer or septic tank, nor to overflow on or cause damage to, any adjoining property. Provisions may be made for draining the contents of any swimming pool into a storm sewer, but such installation shall be subject to prior approval of the Residential Plumbing Inspector.
- (c) **Permit Required.**
 - (1) No person shall construct, install, enlarge, or alter any swimming pool or erect a covering over or around any swimming pool unless a Building Permit has been obtained from the Residential Building Inspector.
 - (2) An application for a Building Permit shall be accompanied by plans drawn to scale, showing the following:
 - (a) Location of pool on lot, with distances from all lot lines and structures.
 - (b) Fence height (48 inches, minimum).

- (c) Specifications of pool.
- (d) A plat of survey or accurate drawing indicating existing structures, fences, and utility lines.
- (e) Any decks to be constructed around or adjacent to the pool.
- (3) All permit work shall be inspected by the Building Inspector and Residential Electrical Inspector upon completion of work, prior to use.
- (d) **Exceptions.** No fence shall be required for above ground pools that are at least 4 feet above grade.
- (e) **Filling of Pool.** The filling of a pool from a residential hose sill cock shall be anti-siphonic and acceptable to the Residential Plumbing Inspector. In filling a pool or replenishing the water supply of such pool, the device used to convey the water supply shall not be submerged at any time into the existing or present water contents.
- (f) **Enforcement.** The Department of Building Inspection shall be responsible for enforcing the standards of this Section.
- (g) **Penalty.** Any person convicted of violating this Section shall forfeit not less than \$250 nor more than \$500 per violation, or upon default of payment be imprisoned for not more than 20 days."

8. This ordinance shall take effect upon adoption and publication as provided by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of January, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
Jennifer Olsen, Clerk

770272.001(924) 1-10-24

RESOLUTION NO. 2024-004

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH THE RACINE COUNTY ECONOMIC DEVELOPMENT
CORPORATION FOR ECONOMIC DEVELOPMENT TECHNICAL ASSISTANCE
FOR 2024**

WHEREAS, the Village of Caledonia has contracted with the Racine County Economic Development Corporation for economic development technical assistance for many years, and RCEDC has been very helpful in the Caledonia Business Park improvements, the creation and expansion of TID #4, and various other economic development activities in the Village; and

WHEREAS, the Village of Caledonia would like to continue contracting with RCEDC in 2024.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and the Racine County Economic Development Corporation for economic development technical assistance for 2024 as set forth in Exhibit A, which is attached hereto and incorporated herein, at the cost of \$45,088 is authorized and approved, and the Village President and Village Clerk are authorized to execute said contract.

BE IT FURTHER RESOLVED that the funds for the said contract shall be allocated based on annual activity between current TIDs.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of January, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

January 2, 2024

Tom Weatherston
Village President
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

Dear Mr. Weatherston:

This letter is intended to serve as a letter agreement between the Village of Caledonia hereinafter referred to as "Caledonia" and the Racine County Economic Development Corporation (RCEDC). In accordance with this agreement, the RCEDC agrees to continue to provide economic development technical assistance to Caledonia. Such assistance will be coordinated on a day-to-day basis with the Administration and, regarding policy-related issues coordinated with the Village Administrator, Village President and Village Board.

PURPOSE

The purpose of the agreement is to further the overall goals of economic development by facilitating job growth and investment, resulting in new tax base for Caledonia, through interagency cooperation and services provided by the RCEDC.

AGREEMENT

The RCEDC agrees to provide direct economic development assistance to Caledonia in accordance with the objectives promulgated by the Village President, Village Board and Village Administrator. The RCEDC has assigned Laura Million, Deputy Director as the lead economic development staff person to Caledonia with direct support from Jordan Brown, Business Recruitment Specialist. Ms. Million will act as the Village's economic development advocate, in partnership with other RCEDC staff. RCEDC will expend its best efforts to promote industrial, residential, and commercial development; entrepreneurship and business growth; talent attraction; and collaborative efforts to support Caledonia and its companies.

This agreement is broken into two sections. First, RCEDC's 2024 strategic plan focuses efforts to deliver financial and technical resources in the Village and throughout Racine County as described in Sections I-IV. Second, the Village leadership has assigned a number of special projects to RCEDC to complete (Section V). The RCEDC Board of Directors adopted the 2024 RCEDC Strategic Plan at its December 2023 meeting.

In addition to the regularly scheduled meetings and ongoing communications, RCEDC will deliver written and if allowed, verbal semi-annual reports to the Village President, Village Board, and Village Administrator.

I. Priority: Seize the potential of our existing land, assets, and physical attributes by aggressively promoting Racine County.

This priority focuses on actions that can leverage Racine County's competitive advantages including geographical location, public infrastructure, affordability, and ease of doing business to attract industrial development and residential and commercial development.

In 2024, RCEDC's Business Attraction activities will include the following:

Industrial Development

- A. Work in partnership with Milwaukee 7, Wisconsin Economic Development Corporation, and private developers to proactively secure new investments and businesses/tenants in Racine County.
- B. Focus recruitment outreach on northern Illinois by engaging with AIRE, international chambers, and upper Midwest Site Selectors.
- C. Focus recruitment efforts on industries that align with local industry and regional workforce concentrations that include the following:
 - Mechanical Manufacturing
 - Energy, Power and Controls
 - Food and Beverage
 - Water Technology
 - Medical Technology
 - Financial and Corporate Services
 - Datacenter and Information Technology Services
- D. Work with local municipalities to identify and support land development opportunities for developers, site selectors, and businesses.
- E. Work cooperatively with local municipalities to explore creative ways to attract tenants to vacant buildings or encourage the development of underutilized lands.

Residential and Commercial Development

- F. Work with local municipalities to identify areas prime for residential development.
- G. Develop and implement strategies to recruit residential and mixed-use development.

II. PRIORITY: Support New and Established Businesses and Entrepreneurs to Thrive in Racine County.

This priority focuses on technical and financial assistance provided to advance the local economy and entrepreneurs in our area. In 2024, RCEDC's Business Expansion and Entrepreneurial activities will include the following:

Business Expansion

- A. Continue the robust outreach program to engage businesses and intermediaries that facilitate business expansions, including commercial lenders, real estate professionals, attorneys, accountants, chambers of commerce, and municipal officials.
- B. Facilitate business expansion projects by proactively providing concierge services, excellent customer service, and technical and financial resources that result in private investment.

Entrepreneurs and Start-Ups

- C. Support access to resources for entrepreneurs. This priority will focus on rolling out the BizStarts program in Racine. The primary emphasis will be on technical assistance, providing skills and knowledge that entrepreneurs need to start, sustain, and grow their businesses.
- D. Develop a targeted small business loan fund to help new or smaller businesses access capital.

III. PRIORITY: Racine County is the Destination of Choice for Talent.

This priority will uncover and share examples of Racine County's talent attraction success stories. It will help tell our story of being an amazing place to work and live. It will focus on the reasons why people relocate to live and work here. We will also include our post-secondary institutions that nurture and produce new talent. In 2024, RCEDC's Talent Attraction activities will include the following:

- A. Through the Greater Racine County website and social media channels, promote Racine County's assets, geography, and attractions to increase talent to live and work in Racine County.
- B. Influence internal and external perceptions of Racine County by:
 - Continuing the internal marketing efforts that boost community pride.
 - Seeking funding to leverage RCEDC resources to continue external marketing and communication efforts that highlight Racine County differentiators and successes.
- C. Increasing our engagement with area educational institutions to ensure students and graduates are aware of the employment opportunities in Racine County.
 - Volunteer on relevant committees to support this collaboration between educators and businesses.
 - Seek to regularly present and engage with college classes to promote Racine County, explore career opportunities, and answer questions.
 - Continue to explore opportunities such as the Greater Philly collaborative work to increase interface between college students and local employers.

- Promote and support academic programs that advance the local economy.

IV. Grow our Relationships & Explore New Opportunities.

RCEDC recognizes that a key to success will be to continue to work collaboratively, support relationships that add value to Racine County, and continue to stay innovative in how we do our work.

- A. Commit to continue and enhance what's working and has been impactful.
- B. Strengthen collaborations and partnerships that focus on adding value and not duplicating the efforts of others.
- C. Explore bold opportunities including new approaches to existing programs and activities.
- D. Support and collaborate with area chambers of commerce and other relevant nonprofit organizations that align with RCEDC's mission to further economic development goals including but not limited to business outreach, resource awareness and community promotion.

V. RCEDC Special Projects, Caledonia Specific Activities

In addition to the above activities, RCEDC will work in partnership with the Village on the special projects detailed below:

- a. Assist in implementation of recruitment plan for Highway K development.
- b. Assist in the creation and implementation of recruitment plans for key sites, including but not limited to commercial and residential sites on Douglas Avenue; the former Kmart building; and Caledonia Business Park.

TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2024 to December 31, 2024. The annual cost of this assistance to Caledonia is \$45,088. Payments will be made during the first week of each quarter, upon the receipt of an invoice from the RCEDC. The cost of developing any additional materials and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

INDEPENDENT CONTRACTOR

RCEDC shall be an independent contractor of Caledonia. Neither RCEDC nor any of its officers, employees, or agents shall be considered to be an employee of Caledonia as a result of the obligations undertaken pursuant to this agreement. RCEDC's officers, employees and agents shall make no commitments or representations to third parties without prior approval of Caledonia. In addition, RCEDC hereby holds harmless Caledonia and its departments, officers, employees and agents from and against all claims, demands and liability for damages to third persons of any type whatever arising solely out of the actions of RCEDC under this agreement.

LIABILITY INSURANCE

The RCEDC is to carry liability insurance and list Caledonia as an additional insured on the policy.

TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for thirty (30) days following written notice of such default.

NOTICES

Notices under this agreement shall be mailed by registered mail to the Caledonia Village President and Village Administrator, 5043 Chester Lane, Racine, WI 53402, for Caledonia, and to Jenny Trick, Executive Director, 2320 Renaissance Blvd., Sturtevant, WI 53177, for RCEDC, or shall be personally served on either said person or the person in charge of either respective office.

ASSIGNMENT

RCEDC agrees that it will not assign this agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written permission of the Village.

If the terms and conditions of this proposal are satisfactory, please sign the two original documents where indicated and return to the RCEDC for RCEDC final signature.

Sincerely,



Jenny Trick, Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the ____ day of _____, 2024.

VILLAGE OF CALEDONIA

By: _____
Tom Weatherston, Village President

Witness: _____
Village Clerk

**RACINE COUNTY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Jenny Trick, Executive Director

MEMORANDUM

TO: TOM WEATHERSTON, CALEDONIA VILLAGE BOARD PRESIDENT
CALEDONIA VILLAGE BOARD

FROM: LAURA MILLION, DEPUTY DIRECTOR

RE: 2023 YEAREND REPORT RCEDC ACTIVITIES

DATE: JANUARY 18, 2024

The Village of Caledonia contracts with Racine County Economic Development Corporation (RCEDC) to provide economic and community development technical assistance to the Village.

RCEDC's work was guided by RCEDC's 2023 Strategic Plan and with oversight and guidance provided by the Village Administrator and Village President.

The attached Economic Development Dashboard summarizes RCEDC's activities and outcomes during 2023 across Racine County. This memo highlights business activities and projects that occurred in the Village of Caledonia.

- I. **Business Retention and Expansion.** RCEDC connects existing Racine County businesses with financial and technical resources to continue operation and growth. In 2023, RCEDC provided:
 - A. Technical assistance to 264 businesses with 16 occurring in the Village. Assistance included connecting entrepreneurs to provide start-up resources and business plan support, providing grant and financial program overviews, providing initial site search support, introducing businesses to talent and HR support, and introductions to bank and business partner resources.
 - B. Outreach to 393 businesses to learn more about challenges and opportunities and share financial and technical program information. Outreach included business call visits with 9 Village businesses, in addition to sending snail mail to industrial businesses.

- C. Project support with incentives, loans, and grants to assist two (2) Caledonia businesses:
 - 1. Ultimate Home Makeovers (CDBG-CV Grant)
 - 2. Righteous Autos (Matching Grant)

II. Business Recruitment

- A. Highlighted Caledonia opportunities to real estate professionals, developers, and site selectors.
- B. Engaged with 34 business recruitment prospects with interest in the Village of Caledonia. 15 continue to actively consider the Village.

III. Talent Attraction

- A. Promoted Racine County, including the Village of Caledonia through GreaterRacineCounty.com and social media messaging.
- B. Promoted Racine County job opportunities through the Greater Racine County Digital Advertising Campaign. Supported by a consortium of local manufacturers and resources from the Wisconsin Economic Development Corporation.
- C. A total of 132 businesses registered on the Greater Racine County website and job board; content shared in a digital campaign directed at northern Chicago.
- D. Hosted community familiarization tour for local HR Professionals showcasing Eastern Racine County's quality of life, including housing, education, and recreation.
- E. Partnered with Kenosha Area Business Alliance to host Intern Mixer to increase young talent engagement.

IV. Entrepreneurship

- A. Coordinate resources with partner organizations serving entrepreneurs. Developed a virtual resource center posted on RCEDC's website.
- B. Promoted certification options for disadvantaged enterprises to grow business opportunities, working with Domina Consulting.
- C. Identified new program opportunities to support entrepreneurial development. Programming to be launched in 2024.

V. Community Development and Promotions and Marketing

- A. Incorporate tourism messaging as a part of Greater Racine County through GreaterRacineCounty.com, social media channels, and the production of three (3) videos.
- B. Provide managerial support to Racine County's Convention and Visitors Bureau (previously Real Racine, now Visit Racine County).

VI. Special Projects

- A. Engaged with prospects regarding priority sites, including Kmart and Caledonia Business Park.
- B. Engaged in discussions regarding creation of new TID to encourage new housing development on the east side of the Village.
- C. Promotion of Hwy K development opportunities through responses to request for information and engagement with developers.

2023 STRATEGIC PLAN YEAR-END REPORT

RCEDC staff connected with almost **500 real estate professionals, bankers, site selectors, and businesses**, in 2023. These outreach activities ensure that our partners and businesses are aware of available financial and technical resources. These conversations also keep us informed about the trends affecting business relocation and expansion decisions. This year-end update shares trends from our conversations, updates on Racine County development projects and RCEDC activities.



BUSINESS RECRUITMENT & EXPANSION

- Businesses are carefully evaluating expansion and relocation projects. The **high costs of construction, higher interest rates, and uncertainty in the economy** are resulting in longer timelines for project decisions and in some cases projects being shelved.
- RCEDC continues to have an active pipeline of industrial businesses seeking a location in Southeast Wisconsin between Chicago and Milwaukee. **Our location and the availability of speculative industrial buildings and shovel-ready land sites** make Racine County a competitive location for business attraction projects.
- Construction is underway at Microsoft's 315-acre data center campus in Mount Pleasant. Microsoft purchased additional 1,030 acres in December 2023.

OUR MISSION

Ensuring the economic vitality of Racine County by working with our partners to support innovation and creativity that leads to business investment.

OUR GOAL

Facilitate business expansion projects that result in the creation and retention of jobs and increase the tax base in Racine County.



- BRP announced a \$14 million planned expansion in Sturtevant.
- The availability of a **variety of housing options** is important to attracting and retaining talent for businesses. Approximately **4,000 housing units have been announced or are under construction** in Racine County since RCEDC started focusing on housing development in 2019.
- RCEDC celebrated with **Wangard Partners** the **groundbreaking for the second phase of Tivoli Green Apartments Homes** in Mount Pleasant, with **Hovde Properties** the groundbreaking of **Breakwater 233** in Racine, and the **start of phase VI commercial and housing development for J. Jeffers & Co. at Belle City Square** in the City of Racine.
- We also welcomed the opening of **Hotel Verdant** in the City of Racine and **Home2Suites** in Sturtevant.

Business Recruitment & Expansion	Annual Goals	2023 Year-End	% of Target
Total Businesses Assisted	75	64	85%
Total Private Investment	\$150,000,000	\$1,363,775,688	909%
Total Construction Investment	\$75,000,000	\$1,055,049,466	1407%
Technical Assistance	210	264	126%
Outreach Activities	330	393	119%
Financial assistance provided through loans, grants and incentives, \$	\$21,300,000	\$17,943,008	84%
Loan Closings, \$	\$27,800,000	\$16,156,779	58%
Leadership Training Programs	2	2	100%

TALENT ATTRACTION

- **Available talent** continues to be important to businesses considering expansion and new investment in Racine County. Wisconsin Department of Revenue's November 2023 report predicts tight labor markets persisting into 2024, with slower job growth mid 2024.
- New businesses considering a location in Racine County are seeking more data about the **availability, location and costs** of talent. In response, RCEDC developed a talent resource sheet to assist prospective businesses and development partners.
- Funding from WEDC and local manufacturing companies in 2023 supported **updates to the Greater Racine County website, the creation of new videos** featuring Spee-Dee Packaging, Modine Manufacturing, and Twin Disc, and the continuation of a digital marketing campaign to promote Racine County as a great place to visit, work and live.
- While fewer businesses are posting hiring signs, businesses are seeking people to fill key positions and are working on strategies to **improve employee retention**. In 2023, RCEDC partnered with Living As A Leader and Elevate Talent to encourage HR best practice.
- Attracting and retaining **young talent** benefits our communities and businesses. RCEDC partnered with the Kenosha Area Business Alliance to host a **summer intern mixer** and supported Modine's **Accelerated-Internship program**.



Talent Attraction	Annual Goals	2023 Year-End	% of Target
Front Door to Talent: Engage local employers and HR professionals (Active Business Profiles Monthly/Job Seekers on Job Board)	40/240	53/258	132%/107%
Facilitate best practice sharing between HR professionals through talent-related events	3	2	67%
Digital Manufacturing Campaign (Ad Clicks/Video Views per Month)	500 / 1,000	4,246 / 54,773	850% / 5,477%

SMALL BUSINESS & ENTREPRENEURIAL SUPPORT - NEW IN 2023

- Entrepreneurs are an important part of our business community. **Sixty-one percent of Racine County businesses have fewer than 10 employees** and provide important products and services for our residents.
- RCEDC and our partners are working to improve **awareness of resources to support entrepreneurs** and have added an entrepreneurial resource hub at rcedc.org/bre/starting-a-business/
- Obtaining **business certifications can open opportunities**. Domina Consulting is offering an online series and technical assistance to assist Racine County businesses seeking business certifications including **disadvantaged, minority-owned, women-owned, and veteran-owned businesses**.
- New program development planned for 2024.



RESOLUTION NO. 2024-005

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING THE FIRST AMENDMENT TO THE PAYMENT IN LIEU OF TAXES
AGREEMENT BETWEEN THE VILLAGE OF CALEDONIA AND RACINE COUNTY
FOR THE PROPERTY LOCATED ALONG THREE MILE ROAD, LOTS 2 AND 3 OF
CSM 1499 IN THE VILLAGE OF CALEDONIA, WISCONSIN**

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

WHEREAS, the Village and Racine County entered into an agreement for payments in lieu of taxes effective as of May 15, 2023 (the "Agreement"); and

WHEREAS, the Village and Racine County have determined that they desire to amend the Agreement to modify the payment due date for the first payment under the Agreement as further set forth in **Exhibit A** attached hereto (the "First Amendment");

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the First Amendment substantially in the form attached hereto as **Exhibit A** is authorized and approved.

BE IT FURTHER RESOLVED by the Village Board that the Village President and Clerk are authorized to execute any agreements, amendments, or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____, 2024.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston

Village President

Attest: _____

Jennifer Olsen

Village Clerk

**FIRST AMENDMENT TO PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
VILLAGE OF CALEDONIA AND RACINE COUNTY FOR THE PROPERTY
LOCATED ALONG THREE MILE ROAD, LOTS 2 AND 3 OF CSM 1499
IN THE VILLAGE OF CALEDONIA, WISCONSIN 53402
PARCEL ID NOS. 104-04-23-32-001-020 AND 104-04-23-20-001-030**

This First Amendment to an Agreement for payments in lieu of taxes ("Pilot Payments") is made and entered into by and between the **VILLAGE OF CALEDONIA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, with principal offices at 5043 Chester Lane, Racine, WI 53402 ("VILLAGE") and **RACINE COUNTY**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin with principal offices located at 730 Wisconsin Avenue, Racine, WI 53403 (OWNER") (the "First Amendment").

RECITALS

A. The parties entered into an agreement for payments in lieu of taxes effective as of May 15, 2023, a copy of which is attached hereto as **Exhibit A** (the "Agreement"); and

B. The parties have determined that they desire to amend the Agreement to modify the payment due date for the first payment due under the Agreement.

Now, therefore, in consideration of the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The above recitals, which are incorporated herein by reference, are true and correct.

2. Section 3(B) of the Development Agreement. Section 3(B) of the Agreement is amended and restated to read in its entirety as follows:

B. Payment Due Date.

The Pilot Payments shall be imposed and billed on the date that tax bills are issued by the VILLAGE in the **second** year following the year that the SRCCCY Facility begins operating on the PROPERTY in the Village of Caledonia and shall be due and payable in full on or before July 31 of the year following the calendar year for which the PILOT Payment was imposed and billed. **For the avoidance of doubt, the parties anticipate that the first payment will be due and paid in year 2026.** If OWNER fails to pay the PILOT Payments when due, OWNER agrees that VILLAGE may place amounts due and unpaid on the next succeeding tax bill.

3. **Scope.** Except as set forth in this First Amendment, the Agreement, as amended, shall remain in full force and effect. Capitalized terms used but not defined in this First Amendment shall have the meanings given to such terms in the Agreement. The parties hereby reaffirm their obligations in accordance with the terms and provisions of the Agreement, as amended, and this First Amendment.

4. **Recording.** The VILLAGE shall cause this First Amendment to be recorded with the Racine County Register of Deeds and deliver a copy of the recorded Agreement to OWNER.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

[Signatures appear on the following pages]

RACINE COUNTY:

By: _____
Name: JONATHAN DELAGRAVE
Title: RACINE COUNTY EXECUTIVE

Date: _____

By _____
Racine County Clerk Date

ACKNOWLEDGEMENT

State of Wisconsin
County of Racine

This instrument was acknowledged before me on _____, 2024, by Jonathan Delagrave as Racine County Executive.

Notary Public, Wisconsin
My Commission (expires) (is) _____

ACKNOWLEDGEMENT

State of Wisconsin
County of Racine

This instrument was acknowledged before me on _____, 2024, by Wendy Christensen as Racine County Clerk/

Notary Public, Wisconsin
My Commission (expires) (is) _____

Certified to be correct as to form

By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

Sign Date

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

By: _____
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
) SS.
RACINE COUNTY)

Personally came before me this _____ day of _____, 2024, Thomas Weatherston, Village President, and Jennifer Olsen, Village Clerk, of the above named municipal corporation, Village of Caledonia, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, by their authority, pursuant to a resolution adopted by their Village of Caledonia Village Board on the ____ day of January, 2024.

Notary Public, Racine County, WI
My commission expires: _____
Dated this _____ day of _____, 2024.

This Agreement was drafted by
Elaine Sutton Ekes
State Bar No. 1028252
Pruitt, Ekes & Geary, S.C.
Village Attorney
Village of Caledonia

EXHIBIT A

Agreement Attached

**PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN
VILLAGE OF CALEDONIA AND RACINE COUNTY FOR THE
PROPERTY LOCATED ALONG THREE MILE ROAD, LOTS 2
AND 3 OF CSM 1499 IN THE VILLAGE OF CALEDONIA,
WISCONSIN 53402 PARCEL ID NOS. 104-04-23-32-001-020
AND 104-04-23-20-001-030**

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

**The above recording information verifies
this document has been electronically recorded**
Returned to Village of Caledonia
Pages: 13

LEGAL DESCRIPTION:

Lot 2 and 3 of Certified Survey Map No. 1499 recorded in the office of the Register of Deeds for Racine County, Wisconsin, on November 19, 1990 in Volume 4 of Certified Survey Maps, at Page 623, as Document No. 1325671, being a redivision of part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin. EXCEPTING THEREFROM lands described in Quit Claim Deed recorded July 19, 2007 as Document No. 2140377.

Return to **Name** and **Address** Below:

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

Parcel ID Number(s)

**104-04-23-32-001-020 and
104-04-23-32-001-030**

Prepared by:

Elaine S. Ekes
Pruitt, Ekes & Geary, S.C.

**PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN VILLAGE OF
CALEDONIA AND RACINE COUNTY FOR THE PROPERTY LOCATED
ALONG THREE MILE ROAD, LOTS 2 AND 3 OF CSM 1499
IN THE VILLAGE OF CALEDONIA, WISCONSIN 53402
PARCEL ID NOS. 104-04-23-32-001-020 AND 104-04-23-20-001-030**

This Agreement for payments in lieu of taxes ("PILOT Payments") is made and entered into by and between the **VILLAGE OF CALEDONIA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, with principal offices at 5043 Chester Lane, Racine, WI 53402 ("VILLAGE") and **RACINE COUNTY**, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin with principal offices located at 730 Wisconsin Avenue, Racine, WI 53403 (OWNER") (the "Agreement").

RECITALS

A. OWNER is a tax exempt municipal entity and the owner of the real property legally described on **Exhibit A** attached hereto (the "PROPERTY").

B. OWNER was the applicant for a conditional use permit to establish and operate a Youth Development Center and Care Center – a secured residential care center for children and youth and a juvenile detention facility, as defined in Wisconsin Statutes Sec. 938.02(10r) and (15g), on the Property which shall generally consist of an approximately 70,000 square foot building with a capacity of 48-beds for youths and various ancillary and supporting services and amenities (the "SRCCCY Facility") as further set forth in Village of Caledonia Resolution No. 2022- VL conditionally approving the Conditional Use Permit on February 21, 2022; and

C. OWNER recognizes that, notwithstanding the fact that the PROPERTY qualifies for tax exempt status, valuable government services and benefits will be provided to it and the PROPERTY, which services and benefits directly or indirectly relate to the public health, safety, and welfare, and which include, but are not limited to: fire and police protection; paved streets

and streetlights; snow removal; benefits associated with living in an organized community; and

D. OWNER agrees for itself and its successors and assigns, to make PILOT Payments to VILLAGE in recognition of the services and benefits referred to herein; and

E. It is the intent of this Agreement to have OWNER and all future owners of the PROPERTY, any parcel or building which is within the PROPERTY or any portion thereof, to make PILOT Payments, when the PROPERTY or any portion thereof is or becomes exempt from payment of property taxes, in order to assure the financial viability of the VILLAGE in the provision of its aforesaid services and benefits and avoiding an unfair burden on other Village taxpayers; and

F. Under Wisconsin Statutes, the PROPERTY may be or become exempt from the imposition of general property taxes, but will enjoy the same level of municipal services as provided for similar non-exempt properties in the VILLAGE; and

G. OWNER and the VILLAGE have each determined that it is in their best interests to enter into this Agreement in connection with the application for and approval of Resolution No. 2022- 11 to allow for the development and operation of the aforesaid SRCCCY Facility on the Property; and

H. As long as OWNER is a tax exempt entity or operates a tax-exempt and related activities at the PROPERTY, OWNER is willing to make PILOT Payments in recognition of the municipal services the PROPERTY will receive and benefit from on the terms set forth below.

NOW, THEREFORE, in consideration of mutual benefits, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. INCORPORATION OF RECITALS.

The parties hereby acknowledge that the above recital clauses are part of this Agreement.

2. VILLAGE SERVICES.

A. Services Typically Covered by Property Tax.

The VILLAGE agrees to continue to furnish governmental services and benefits to the PROPERTY of the same type, and to the extent, as are furnished from time to time, without cost or charge (except usually by means of property tax and authorized fees and charges), to other similarly situated buildings and projects in the VILLAGE. Nothing in this Agreement shall be construed to give OWNER or its successors and assigns a contractual right to specific governmental services, or to impose upon the VILLAGE any additional duties, it being the parties' intent that the VILLAGE provide public services to the PROPERTY subject to the same terms and conditions as apply to properties owned by other property owners in the Village. Such services and benefits include, but are not limited by specific enumeration herein, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, and street lighting. The VILLAGE shall not have breached its obligations hereunder if it is prevented from providing benefits and/or services to the PROPERTY because of typical *force majeure* reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, pandemic, natural disaster, etc.), because of budgetary constraints, or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

B. Special Assessments, Special Charges and Fees.

Notwithstanding paragraph 2.A., or any future property tax exempt status of the PROPERTY, OWNER understands that the PROPERTY will be subject to applicable special assessments, special charges, and special taxes as defined in Wis. Stat. § 74.01 (and as also referred to in Wis. Stat. Ch. 66) and fees charged by the VILLAGE in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to similarly situated properties and the PROPERTY within the VILLAGE.

This provision shall not affect the VILLAGE's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the PROPERTY and/or similarly situated property pursuant to this paragraph 2.B. Nothing contained herein shall preclude OWNER or its successors and assigns from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by the VILLAGE, except for the PILOT Payments.

3. PILOT PAYMENTS.

A. Amount.

The parties have determined that the Property will be receiving benefits approximately equal to the amount of property taxes that would be levied as the annual general property tax upon the real and personal property were it not exempt from taxation. In recognition of those services and benefits covered by paragraph 2.A. of this Agreement, beginning in the year following the year that the PROPERTY becomes exempt from property tax, and so long as the PROPERTY continues to be exempt, in whole or in part, under Wis. Stat. § 70.11, or other statutory provision, OWNER or its successors and assigns shall pay the VILLAGE an annual PILOT Payment for the PROPERTY which is exempt for each calendar year;. The amount of the PILOT Payment each year shall be One Hundred Thousand Dollars (\$100,000.00).

B. Payment Due Date.

The PILOT Payment shall be imposed and billed on the date that tax bills are issued by the VILLAGE in the year following the year that the SRCCCY Facility begins operating on the PROPERTY in the Village of Caledonia and shall be due and payable in full on or before July 31 of the year following the calendar year for which the PILOT Payment was imposed and

billed. If OWNER fails to pay the PILOT Payments when due, OWNER agrees that VILLAGE may place amounts due and unpaid on the next succeeding tax bill.

C. Duration. The PILOT Payment shall be imposed and billed for ten (10) consecutive years at the amount specified in Section 3(A) above. At the time of the billing of the PILOT Payment for the 10th year, the parties agree to meet and confer on the amount and duration of the continued PILOT Payment for subsequent years. The intent of this Section is to confirm that the parties have contemplated continuing a PILOT Payment into the subsequent years beyond the initial 10 year period described herein that is approximately equal to the amount that would be levied as the annual general property tax upon the real and personal property were it not exempt from taxation and to address impacts from the use as a SRCCCY Facility.

D. Use. The VILLAGE may use and expend PILOT Payments hereunder in any manner consistent with this Agreement.

E. Mandatory Payment for Services or Levying of Property Taxes to Offset PILOT Payment.

Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property or to the extent that the PROPERTY becomes subject to property taxation, PILOT Payments shall be reduced dollar for dollar by any such mandatory payment or property tax payment paid by OWNER or its successors or assigns to the VILLAGE.

4. EXEMPT STATUS.

At such time that OWNER obtains tax exempt status pursuant to Wis. Stat. § 70.11, or other statutory provision, OWNER shall then make PILOT Payments pursuant to this Agreement. No

PILOT Payment under this Agreement is due from OWNER until such time that the PROPERTY is deemed to be exempt from payment of property taxes pursuant to Wis. Stat. § 70.11, or other statutory provision.

The VILLAGE Assessor's Office may review the PROPERTY's exempt status under Wis. Stat. § 70.11, or other applicable statutory provision from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the VILLAGE, as a result of those reviews or otherwise, determines that all of the PROPERTY no longer qualifies (or does not qualify) for exemption from property tax: (i) the VILLAGE will provide notice of such determination to OWNER or its successor(s) or assign(s); and (ii) the PROPERTY, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply and OWNER shall be responsible for paying the difference between any taxes due and the amount of the PILOT Payments for the term of this Agreement. If OWNER or its successor(s) or assign(s) disagree with the VILLAGE's determination that the PROPERTY or any part thereof no longer qualifies for tax exemption, OWNER or its successor(s) or assign(s) may challenge such determination by following the procedure set forth in Wis. Stat. § 74.35 or as otherwise provided by law.

OWNER, on its behalf and that of its successors and assigns acknowledges that if it leases, or otherwise allows another person to use, lease, operate and/or occupy, all or a portion of the PROPERTY, such use may affect the PROPERTY's exempt status. See, e.g. the preamble of Wis. Stat. § 70.11, Wis. Stat. § 70.1105, and *Deutsches Land, Inc. v. VILLAGE of Glendale*, 225 Wis. 2d 70, 591 N.W.2d 583 (1999). Notwithstanding changes of the tax exempt status of the PROPERTY, for so long as the SRCCCY Facility remains on the PROPERTY, the OWNER shall make the full PILOT Payments hereunder within the term prescribed

5. SUCCESSORS AND ASSIGNS.

All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. TERM.

This Agreement shall remain in effect in perpetuity absent the occurrence of any of the following potential termination condition(s) event(s). This Agreement shall terminate effective on December 31 of the year immediately prior to the year during which the VILLAGE Assessor concludes that as of or prior to the determination date any of the following events has occurred:

- a. The VILLAGE determines that the PROPERTY no longer supports or provides for the use and with such change of use no longer qualifies for property tax exemption;
- b. Enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property and in such case any mandatory payments shall be subtracted from the amount of the PILOT Payments due and the OWNER shall be responsible for any balance due under this Agreement;
- c. The PROPERTY becomes subject to general property taxes.
- d. Repeal by the State of Wisconsin of the property tax exemption for the PROPERTY and other similarly situated property; and/or
- e. Upon a determination by the Village that continuation of the Agreement is not in the best interest of the Village and after 180 days written notice to Owner.

Notwithstanding any termination of this Agreement, Owner shall continue to be liable to the Village for all PILOT Payments due and payable under this Agreement until the effective date of termination hereof.

7. AMENDMENT.

The VILLAGE and OWNER expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties and recorded with the Racine County Register of Deeds. Any amendment, modification, or termination of this Agreement shall require approval by a two-thirds vote (five of the seven members elect) of the VILLAGE Board to be effective or a similar vote of any successor municipal entity thereto.

8. SEVERABILITY; GOVERNING LAW.

If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of this Agreement and/or the application of the Agreement to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the VILLAGE of Caledonia shall be the governing law with respect to this Agreement.

9. AUTHORITY.

OWNER represents and warrants to the VILLAGE that its officers executing this Agreement have been duly authorized to execute this Agreement pursuant to Racine County Board Resolution No. 2021-106. The VILLAGE represents and warrants to OWNER that the undersigned VILLAGE officials are duly authorized to execute and to enter into this Agreement pursuant to Village of Caledonia Board Resolution No. 2022-11.

10. MISCELLANEOUS.

a. **List of Remedies not Exclusive.** No remedy or right conferred upon either Party in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other

right and remedy given under this Agreement, or now or hereafter existing at law or in equity or by statute.

b. **Delay in Exercise of Rights not Waiver.** No delay or omission to exercise any right or power accruing to any Party upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

c. **Written Waiver Required.** In the event this Agreement is breached by the either Party and such breach is expressly waived in writing by the Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous, or subsequent breach hereunder. A Party's acquiescence in not enforcing any portion of this Agreement shall not provide a basis for the application of estoppel or other like defense or otherwise constitute waiver. Any waiver of any provision of this agreement by either Party must be express and in writing.

d. **Neutral Construction.** This Agreement is the result of a negotiated agreement by the Parties, and prior to the execution of this Agreement, each Party had sufficient opportunity to have review the Agreement by legal counsel of such Party's choosing. Nothing in the Agreement shall be constructed more strictly for or against either Party because that Party's attorney drafted this Agreement or any portion thereof or any attachments hereto.

11. RECORDING.

The VILLAGE shall cause this Agreement to be recorded with the Racine County Register of Deeds and deliver a copy of the recorded Agreement to OWNER. The VILLAGE also shall cause a termination of this Agreement to be recorded if this Agreement is terminated and deliver a copy of the recorded termination to OWNER.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of MAY, 2023.

RACINE COUNTY:

By: _____

Name: JONATHAN DELAGRAVE

Title: RACINE COUNTY EXECUTIVE

Date: 3/15/2023

By: Wendy M. Christensen 3/15/2023

Racine County Clerk

Date

ACKNOWLEDGEMENT

State of Wisconsin

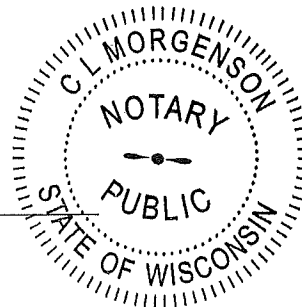
County of Racine

This instrument was acknowledged before me on March 15, 2023, by Jonathan Delagrave as Racine County Executive.

C L Morgenson

Notary Public, Wisconsin

My Commission (expires) (is) 2/2/2026



ACKNOWLEDGEMENT

State of Wisconsin

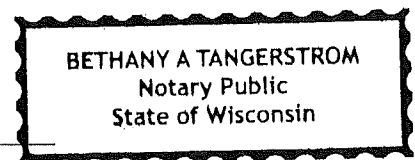
County of Racine

This instrument was acknowledged before me on March 15, 2023, by Wendy Christensen as Racine County Clerk/

Bethany A. Tangerstrom

Notary Public, Wisconsin

My Commission (expires) (is) July 9, 2023



Certified to be correct as to form

By: _____
Racine County Corporation Counsel

3-16-2023

REVIEWED BY FINANCE DIRECTOR

Sign Date

By: James R. Dobbs
James Dobbs, Village President

By: Joslyn Hoeffert, Village Clerk

THOMAS WEATHERSTON

Deane M. Penkowski
Notary Public, Racine County, WI

11

Exhibit A Legal Description

*Parcel ID Number: 104-04-23-32-001-020 and 104-04-23-32-001-030

Lot 2 and 3 of Certified Survey Map No. 1499 recorded in the office of the Register of Deeds for Racine County, Wisconsin, on November 19, 1990 in Volume 4 of Certified Survey Maps, at Page 623, as Document No. 1325671, being a redivision of part of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 32, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin. EXCEPTING THEREFROM lands described in Quit Claim Deed recorded July 19, 2007 as Document No. 2140377.

RESOLUTION 2024-006

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
DISALLOWING THE CLAIM OF MELISSA AND JOSEPH STANCATO DATED
OCTOBER 14, 2023 AND FILED WITH THE VILLAGE ON NOVEMBER 16, 2023.**

WHEREAS, Melissa and Joseph Stancato presented a Citizen Claim and Damage Form pursuant to Section 893.80, Wis. Stat., dated October 14, 2023 and filed with the Village Public Services Director on November 16, 2023 ("Stancato Claim");

NOW THEREFORE, BE IT RESOLVED that the Village Board of the Village of Caledonia disallows the Stancato Claim pursuant to Section 893.80, Wis. Stat., dated October 14, 2023 and filed with the Village on November 16, 2023, and that the Village Clerk is directed to provide written notice of disallowance as required by Section 893.80(1g), Wis. Stat. and without waiving any and all other defenses, procedural and substantive, of the Village as allowed by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of January, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk



Citizen Claim and Damage Form

NOTICE OF CLAIM

Name: Joseph & Melissa Stancato
Address: 3010 Yorktown St
Racine WI 53404
Phone: 410-562-6113

Incident/Accident Information
Date: October 14, 2023
Time: 5 AM
Place: Our Property

CIRCUMSTANCES OF CLAIM

In the space below briefly describe the circumstances of your claim. (Attach additional sheets, if necessary.) For auto damages, attach a copy of police report, if any, and attach a diagram of the accident scene indicating north, south, east or west corners if the accident occurred at an intersection. For bodily injury, indicate nature of injury and whether or not medical attention was given and give the name of the physician. Also identify any witnesses to the incident/accident.

At 5AM on October 14th, a tree from the easement
belonging to the Village of Caledonia fell onto our house
and garage. Creative Construction inspected the damages and proposed
it will cost \$17,700 to repair.

Signed: Melissa Stancato Date: 11/16/23

CLAIM

(NOTE: You are not required to make a claim at this time. As long as you have filed the above Notice of Claim you may file a claim with the Village at any time consistent with the applicable statute of limitations. However, in order for the Village to formally accept or deny your claim at this time, the following claim must be completed and signed.)

The undersigned hereby makes a claim against the City/Village of arising out of the circumstances described above in the amount of \$ 17,700 .

To process this claim it is necessary to detail all damages being sought.

Signed: _____ Date: _____
Address: _____



2129 South 55th Street
West Allis, WI 53219
www.CallCreativeConstruction.com
414-397-4072
DC- 110900004 DCQ – 120900026
EDI # WI-20

DATE: October 24, 2023

CUSTOMER NAME: Melissa Stancato
CUSTOMER ADDRESS: 3010 Yorktown St.
Racine, WI 53404
CUSTOMER PHONE: 410-562-6113
CUSTOMER EMAIL: melstancato1@gmail.com
FOR WORK AT: 3010 Yorktown St., Racine, WI 53404

PROPOSAL

Contractor proposes to furnish labor and materials for work to be performed in accordance with the following specifications:

Description of work: *To repair roof, gutters, and fascia due to tree damage from storm as agreed between Bingo Emmons of Creative Construction of WI. Inc. and Melissa Stancato, owner. This includes removing damaged: shingles (13'x34'), felt, substrate, southside gutter, and west side fascia. After removal and disposal of listed damaged materials, they will be replaced with similar products. Colors to match existing as close as possible.*

Cost of work: \$17,700.00

Down Payment: \$8,850.00

Balance due upon Completion: \$8,850.00

The down payment will be half of the total cost of the work and is due at signing. The remaining balance will be due upon completion of the work.

By signing below, you are representing that you are the owner(s) or authorized representative(s) of the owner of the property on which the work is to be performed and for which the labor and materials are to be provided, and you are accepting the specifications set forth above and authorizing Contractor to perform the work as specified above, subject to the terms and conditions set forth on the following three pages, which are part of this Proposal.

CUSTOMER SIGNATURE: _____ DATE: _____

PRINT NAME: _____ *Please initial the following pages.*

CUSTOMER'S RIGHT TO CANCEL

You may cancel this Agreement by mailing a written notice to Creative Construction of WI. Inc., 2129 S. 55th Street, West Allis, WI 53219, before midnight of the third business day after you signed this Agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.

Serving South Eastern Wisconsin for the past 5 Generations



TERMS AND CONDITIONS

DEFINITIONS

1. The term "CONTRACTOR" and the term "builder" refers to Creative Construction of WI. Inc.
2. The term "CUSTOMER" and the term "buyer" refers to the person/agent to whom the CONTRACTOR is rendering its services.
3. If CONTRACTOR must obtain access to others' properties in the course of work, CUSTOMER shall secure permission for such access and hold harmless and indemnify CONTRACTOR and its employees and agents against all actions and consequences arising out of or relating to the use of said properties, including, but not limited to, damage done in the normal course of work, excluding negligence, and for securing access to said property and its contents during and after work.
4. CUSTOMER shall secure, remove, and protect all property and its contents and remove and replace any obstruction from inside floors, walls, or ceiling if inside work is necessary. CONTRACTOR is not responsible for damage caused by CUSTOMER'S failure to do so.
5. CUSTOMER must furnish water and electricity for installation of the work.
6. CUSTOMER acknowledges that CONTRACTOR'S performance of the Work will necessarily involve the production of dust, debris, and noise at the Project Site. CONTRACTOR agrees to employ best efforts to attempt to keep noise and disruption to a reasonable level for the Work being performed at the Project Site.
7. Plaster repairs may include the removal of bad materials, lath, scratch, base, and finish coats of Gypsum-based products to match existing. Repaired areas to be primed and painted to match existing as close as possible but exact match may not be possible, if requested.
8. Unless specifically included in the proposal, CONTRACTOR is not responsible for or liable for damage to landscaping of any type, including, but not limited to, the survival of lawn, shrubs, or trees, except for limited restoration.
9. CONTRACTOR has the right to subcontract services as required to perform the work.
10. All work is done on a fixed, flat rate. The price includes labor, materials, and tax. No breakdown will be provided.
11. CONTRACTOR will not perform any other work or trade other than that which is specified herein, unless specified in writing. Unless otherwise stated, work that is not included in the scope of this Agreement and such items are the responsibility of CUSTOMER.
12. CUSTOMER agrees to allow CONTRACTOR to display its sign on the Project Site, provided such display does not violate any subdivision covenant, municipal ordinance, or other applicable law. CUSTOMER agrees to allow CONTRACTOR, or an agent thereof, to take photographs or video of the Project Site before, during, and after completion of the Work and to use such photographs/video in CUSTOMER'S marketing and promotional materials, without limitation. CUSTOMER shall not be entitled to any compensation for CONTRACTOR'S display of its sign on the Project Site or for the use of such photographs/video in CONTRACTOR'S marketing and promotional materials.

UNFORESEEN CONDITIONS

13. An "Unforeseen Condition" is a hidden, concealed and condition that is not readily observable or easily discovered when inspecting the property to estimate and perform the work specified within the context of

this Contract. Examples of such conditions may include, but are not necessarily limited to, defective plumbing, hidden pipes or wires in walls that cannot be anticipated or observed from the basement or roof venting; unexposed rot; old septic tanks; covered wells and cisterns; prior fires; structural, mechanical or workmanship deficiencies; bad soil conditions that increase the costs of excavation and/or foundations; or any other unusual conditions that are beyond that which is specified in the Contract.

14. Unless specifically noted in the Proposal, the price for the work is based on the conditions that are visible at the property. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions or unknown physical conditions of an unusual nature, either of which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of CONTRACTOR and further agrees to pay for any labor or materials, including repair to damaged equipment of CONTRACTOR.
15. If CONTRACTOR encounters an Unforeseen Condition, CONTRACTOR shall provide notice to CUSTOMER as soon as reasonably possible. CONTRACTOR will not disturb the Differing Site Condition prior to notification and direction from CUSTOMER except as necessary to protect the safety of personnel, the Project Site, and the Work. Any changes to the Contract Price and the Substantial Completion Date as a result of the Differing Site Condition shall be reflected in a Change Order.
16. Any additional work outside the scope of this Proposal will be billed Time and Material to be paid weekly as billed \$137.50 per hour per man hour plus materials.
17. If the building was built before 1978; all lead-safe precautions will have to be taken when removing the damaged materials.
18. The Contractor shall not be responsible for damages to the landscape, organic material replacement or removal due to the use of equipment including, but not limited to scaffolding and lift, that is used on the job site. Contractor is also not responsible for acts of God including, but not limited to, hurricanes, tornados, thunderstorms, meteor strikes, flooding, drought, locust swarms, freezes, etc., or damage caused by any person other than the Contractor's employees or any event outside our scope of maintenance.

LIMITED WARRANTY

19. CONTRACTOR warrants all work to be completed in a good and workmanlike manner and warrants that all work will be free from defects in workmanship for a period of one (1) year from the date that the work is completed. This warranty does not cover damage caused by CUSTOMER'S misuse, negligence, or damage caused by acts of God. This warranty is given to CUSTOMER and is non-transferable to any subsequent purchaser of the property upon which the work set forth in this Agreement is performed. Warranty work shall not extend the original warranty period.
20. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPAIR, REPLACEMENT, OR REFUND IS BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL CONTRACTOR'S LIABILITY UNDER THIS WARRANTY EXCEED THE CONTRACTED PRICE OF ITS WORK GIVING RISE TO THE WARRANTY CLAIM. CONTRACTOR BEARS NO LIABILITY FOR LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXPENSES.**
21. CUSTOMER shall provide written notice to CONTRACTOR within twenty-four hours (24) of discovery of any issue giving rise to a warranty claim. CONTRACTOR shall respond with reasonable promptness during regular business hours, Monday through Friday, and excluding holidays and weekends.

CHANGES

22. Any alteration or deviation from the scope of work set forth in this Agreement that involves extra costs will be effective only upon a written change order and will become an extra charge over and above the cost of the work set forth in this Agreement.
23. CUSTOMER agrees that CONTRACTOR has the right to substitute materials with materials of equal or superior quality, should the materials listed in the description of the work become unavailable for any reason. CONTRACTOR has the right to make such substitution without notice to or permission from the CUSTOMER.

DELAYS

24. CONTRACTOR is not responsible for or liable for any damages due to delays in completion of the work caused by unusual weather conditions or any other circumstances beyond CONTRACTOR'S control including, but not limited to lightning strikes, accidents, and acts of God.
25. If the CONTRACTOR'S work is delayed because the work is dependent on other's work being performed at the job site before the CONTRACTOR can proceed with its work under the Agreement, and the other work was not timely performed, CUSTOMER agrees to pay CONTRACTOR for its extra costs incurred due to such delays.

PAYMENT

26. Unless otherwise specified in writing by CONTRACTOR, payment for the work described in this Agreement shall be due as follows: 50% of the total cost at the signing of this Agreement and 50% of the total cost when the work due upon completion. CONTRACTOR will issue invoices and payment is due upon receipt of the invoice.
27. Past due payments will be subject to a 1.5% per month interest charge. In the event that CONTRACTOR hires an attorney to collect money due under this Agreement, CUSTOMER is responsible for all costs of collection, including actual attorney fees and costs.
28. No deduction shall be made from payments due CONTRACTOR on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to other contractors or on account of the cost of changes or defects in the work. Furthermore, CUSTOMER agrees and recognizes that payment for services performed by CONTRACTOR when payment is due is an express condition precedent to CONTRACTOR continuing work as herein described in this Agreement. CUSTOMER recognizes that the failure to pay for services when payment is due shall entitle CONTRACTOR to terminate work immediately without further notice. In the event that CONTRACTOR terminates work for non-payment as herein described, CONTRACTOR shall be entitled to all of its reasonable expenses, including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law. All warranties will be void if work is terminated as described in this paragraph.

SCOPE OF AGREEMENT

29. **This proposal and these terms and conditions together constitute the entire Agreement, which covers all the work to be done under this Agreement, and there are no prior representations, either oral or written, outside of this Agreement, and the CUSTOMER has not relied on representations other than those contained in this Agreement. Any subsequent modification or change in this proposal must be in writing and signed by CUSTOMER and an authorized representative of CONTRACTOR.**

LIEN NOTICES

30. As required by the Wisconsin Construction Lien Law, builder hereby notifies buyer that persons or companies furnishing labor or materials for and on the buyer's land may have lien rights on buyer and builders if not paid. Those entitled to lien rights in addition to the undersigned builder, are those who contract directly with the buyer or those who give the buyer notice within 60 days after they furnish labor and materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and owner's lender, if any, to see that all potential lien claimants are duly paid.
31. **Notice of Consumer's Right to Receive Lien Waivers.** If a consumer requests lien waivers, a seller of home improvement services must provide lien waivers from all contractors, subcontractors, and material suppliers. This Wisconsin law protects consumers from having liens filed against their property. Lien waivers prevent the filing of a lien on your home in the event that a contractor does not pay suppliers or subcontractors.
32. CUSTOMER has the right to receive partial waivers of lien for partial payments, upon request, and a complete waiver of lien will be furnished after final payment.
33. CONTRACTOR shall have the right to cure any conditions alleged to be defective work.

RIGHT TO CURE

34. **Notice Concerning Construction Defects:** Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer.
35. Section 895.07(2) and (3) of the Wisconsin Statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obliged to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions. The Wisconsin Right To Cure Pamphlet is Attached to this Contract and it shall be presumed that Owner has received and reviewed the pamphlet unless Owner provides notice of non-receipt within 3 days of signing this Contract.

DISPUTE RESOLUTION

36. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH THEREOF MAY, AT THE ELECTION OF THE CONTRACTOR, BE RESOLVED BY ARBITRATION CONDUCTED BY THE NATIONAL ASSOCIATION OF REMODELERS MILWAUKEE BRANCH. IN THE EVENT THAT CUSTOMER FILES A CLAIM AGAINST CONTRACTOR AND IT IS DETERMINED THAT THE CONTRACTOR IS WITHOUT FAULT, THE CONTRACTOR SHALL BE ENTITLED TO ITS ACTUAL ATTORNEYS FEES AND COSTS.

[THE REMAINING SPACE IS INTENTIONALLY LEFT BLANK.]

Wisconsin “Right to Cure Law”

The “Right to Cure Law” provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the “Right to Cure Law” process before arbitration or before legal action.

The 2005 Wisconsin Act 201, the “Right to Cure Law,” says that consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond to claims.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs. Claims may be made by owners, tenants, or property associations.

This document highlights some of the provisions of the “Right to Cure Law”, and is not a complete description of the law, and is not a substitute for legal representation.

Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
- Access must be provided in a timely fashion for inspections, tests, and repairs.
- Additional claims made or discovered after an original claim, are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.
- Failure by the claimant, contractor, or supplier to follow the “Right to Cure Law” can result in delay or dismissal of legal or arbitration actions.

The Department Safety and Professional Services prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the “Right to Cure Law” process, by the state’s court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.

The Department Safety and Professional Services does not discriminate on the basis of sex, race, religion, age, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Industry Services Division at 608-266-2112, or TTY 800-947-3529.

Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor’s Response—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

Step Three: Claimant’s Response—If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor’s Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant’s Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

Rev. 9/14



2129 South 55th Street
West Allis, WI 53219
www.CallCreativeConstruction.com
414-397-4072
DC- 110900004 DCQ – 120900026
EDI # WI-20

DATE: October 24, 2023

CUSTOMER NAME: Melissa Stancato
CUSTOMER ADDRESS: 3010 Yorktown St.
Racine, WI 53404
CUSTOMER PHONE: 410-562-6113
CUSTOMER EMAIL: melstancato1@gmail.com
FOR WORK AT: 3010 Yorktown St., Racine, WI 53404

PROPOSAL

Contractor proposes to furnish labor and materials for work to be performed in accordance with the following specifications:

Description of work: *To repair roof, gutters, and fascia due to tree damage from storm as agreed between Bingo Emmons of Creative Construction of WI. Inc. and Melissa Stancato, owner. This includes removing damaged: shingles (13'x34'), felt, substrate, southside gutter, and west side fascia. After removal and disposal of listed damaged materials, they will be replaced with similar products. Colors to match existing as close as possible.*

Cost of work: \$17,700.00

Down Payment: \$8,850.00

Balance due upon Completion: \$8,850.00

The down payment will be half of the total cost of the work and is due at signing. The remaining balance will be due upon completion of the work.

By signing below, you are representing that you are the owner(s) or authorized representative(s) of the owner of the property on which the work is to be performed and for which the labor and materials are to be provided, and you are accepting the specifications set forth above and authorizing Contractor to perform the work as specified above, subject to the terms and conditions set forth on the following three pages, which are part of this Proposal.

CUSTOMER SIGNATURE: _____ DATE: _____

PRINT NAME: _____ *Please initial the following pages.*

CUSTOMER'S RIGHT TO CANCEL

You may cancel this Agreement by mailing a written notice to Creative Construction of WI. Inc., 2129 S. 55th Street, West Allis, WI 53219, before midnight of the third business day after you signed this Agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.

Serving South Eastern Wisconsin for the past 5 Generations



TERMS AND CONDITIONS

DEFINITIONS

1. The term "CONTRACTOR" and the term "builder" refers to Creative Construction of WI. Inc.
2. The term "CUSTOMER" and the term "buyer" refers to the person/agent to whom the CONTRACTOR is rendering its services.
3. If CONTRACTOR must obtain access to others' properties in the course of work, CUSTOMER shall secure permission for such access and hold harmless and indemnify CONTRACTOR and its employees and agents against all actions and consequences arising out of or relating to the use of said properties, including, but not limited to, damage done in the normal course of work, excluding negligence, and for securing access to said property and its contents during and after work.
4. CUSTOMER shall secure, remove, and protect all property and its contents and remove and replace any obstruction from inside floors, walls, or ceiling if inside work is necessary. CONTRACTOR is not responsible for damage caused by CUSTOMER'S failure to do so.
5. CUSTOMER must furnish water and electricity for installation of the work.
6. CUSTOMER acknowledges that CONTRACTOR'S performance of the Work will necessarily involve the production of dust, debris, and noise at the Project Site. CONTRACTOR agrees to employ best efforts to attempt to keep noise and disruption to a reasonable level for the Work being performed at the Project Site.
7. Plaster repairs may include the removal of bad materials, lath, scratch, base, and finish coats of Gypsum-based products to match existing. Repaired areas to be primed and painted to match existing as close as possible but exact match may not be possible, if requested.
8. Unless specifically included in the proposal, CONTRACTOR is not responsible for or liable for damage to landscaping of any type, including, but not limited to, the survival of lawn, shrubs, or trees, except for limited restoration.
9. CONTRACTOR has the right to subcontract services as required to perform the work.
10. All work is done on a fixed, flat rate. The price includes labor, materials, and tax. No breakdown will be provided.
11. CONTRACTOR will not perform any other work or trade other than that which is specified herein, unless specified in writing. Unless otherwise stated, work that is not included in the scope of this Agreement and such items are the responsibility of CUSTOMER.
12. CUSTOMER agrees to allow CONTRACTOR to display its sign on the Project Site, provided such display does not violate any subdivision covenant, municipal ordinance, or other applicable law. CUSTOMER agrees to allow CONTRACTOR, or an agent thereof, to take photographs or video of the Project Site before, during, and after completion of the Work and to use such photographs/video in CUSTOMER'S marketing and promotional materials, without limitation. CUSTOMER shall not be entitled to any compensation for CONTRACTOR'S display of its sign on the Project Site or for the use of such photographs/video in CONTRACTOR'S marketing and promotional materials.

UNFORESEEN CONDITIONS

13. An "Unforeseen Condition" is a hidden, concealed and condition that is not readily observable or easily discovered when inspecting the property to estimate and perform the work specified within the context of

this Contract. Examples of such conditions may include, but are not necessarily limited to, defective plumbing, hidden pipes or wires in walls that cannot be anticipated or observed from the basement or roof venting; unexposed rot; old septic tanks; covered wells and cisterns; prior fires; structural, mechanical or workmanship deficiencies; bad soil conditions that increase the costs of excavation and/or foundations; or any other unusual conditions that are beyond that which is specified in the Contract.

14. Unless specifically noted in the Proposal, the price for the work is based on the conditions that are visible at the property. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions or unknown physical conditions of an unusual nature, either of which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of CONTRACTOR and further agrees to pay for any labor or materials, including repair to damaged equipment of CONTRACTOR.
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LIMITED WARRANTY

19. CONTRACTOR warrants all work to be completed in a good and workmanlike manner and warrants that all work will be free from defects in workmanship for a period of one (1) year from the date that the work is completed. This warranty does not cover damage caused by CUSTOMER'S misuse, negligence, or damage caused by acts of God. This warranty is given to CUSTOMER and is non-transferable to any subsequent purchaser of the property upon which the work set forth in this Agreement is performed. Warranty work shall not extend the original warranty period.
20. **THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY OF REPAIR, REPLACEMENT, OR REFUND IS BUYER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS WARRANTY. IN NO EVENT SHALL CONTRACTOR'S LIABILITY UNDER THIS WARRANTY EXCEED THE CONTRACTED PRICE OF ITS WORK GIVING RISE TO THE WARRANTY CLAIM. CONTRACTOR BEARS NO LIABILITY FOR LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXPENSES.**
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CHANGES

22. Any alteration or deviation from the scope of work set forth in this Agreement that involves extra costs will be effective only upon a written change order and will become an extra charge over and above the cost of the work set forth in this Agreement.
23. CUSTOMER agrees that CONTRACTOR has the right to substitute materials with materials of equal or superior quality, should the materials listed in the description of the work become unavailable for any reason. CONTRACTOR has the right to make such substitution without notice to or permission from the CUSTOMER.

DELAYS

24. CONTRACTOR is not responsible for or liable for any damages due to delays in completion of the work caused by unusual weather conditions or any other circumstances beyond CONTRACTOR'S control including, but not limited to lightning strikes, accidents, and acts of God.
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27. Past due payments will be subject to a 1.5% per month interest charge. In the event that CONTRACTOR hires an attorney to collect money due under this Agreement, CUSTOMER is responsible for all costs of collection, including actual attorney fees and costs.
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SCOPE OF AGREEMENT

29. This proposal and these terms and conditions together constitute the entire Agreement, which covers all the work to be done under this Agreement, and there are no prior representations, either oral or written, outside of this Agreement, and the CUSTOMER has not relied on representations other than those contained in this Agreement. Any subsequent modification or change in this proposal must be in writing and signed by CUSTOMER and an authorized representative of CONTRACTOR.

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30. As required by the Wisconsin Construction Lien Law, builder hereby notifies buyer that persons or companies furnishing labor or materials for and on the buyer's land may have lien rights on buyer and builders if not paid. Those entitled to lien rights in addition to the undersigned builder, are those who contract directly with the buyer or those who give the buyer notice within 60 days after they furnish labor and materials for the construction and should give a copy of each notice received to the mortgage lender, if any. Builder agrees to cooperate with the owner and owner's lender, if any, to see that all potential lien claimants are duly paid.
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RIGHT TO CURE

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DISPUTE RESOLUTION

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More Highlights

- Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.
- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.
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Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One Notice of Claim—At least 90 working days before commencing an action against a contractor or window or door supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor’s Response—The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

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Step Four: Contractor’s Supplemental Response—If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant’s Response—If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

Rev. 9/14





RESOLUTION NO. 2024-007

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING A BUDGET AMENDMENT TO PURCHASE & INSTALL SALTING
EQUIPMENT FOR A PUBLIC WORKS PLOW TRUCK.**

WHEREAS, the Department of Public Works provides winter maintenance of Village owned roadways by means of plowing and salt application; and

WHEREAS, the Public Works crews used less salt in 2022-23 due to higher temperatures and fewer salting events which resulted in the Department coming in under budget; and

WHEREAS, Village Staff's goal is to improve salting efficiency for public roadways through the use of improved technology and equipment on our plowing vehicles; and

WHEREAS, Village staff have received a quote, included with the Village Engineer's memo as **Exhibit A**, to upgrade the existing salting equipment with a new spreader controller, ground speed control spinner, and brine storage tank to salt the Village Roadways more effectively and efficiently. This type of equipment is becoming the standard for modern plow trucks and will fit new trucks as they are ordered; and

NOW THEREFORE, BE IT RESOLVED, by the Caledonia Village Board that the 2023 budget be amended for the purpose of purchasing salting equipment per the fiscal note as shown in **Exhibit B** not to exceed \$17,000 based on the quote included in **Exhibit A**.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____, 2024.

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston

Village President

Attest: _____


Jennifer Olsen

Village Clerk

MEMORANDUM

Date: January 3, 2024

To: Committee of the Whole

From: Ryan Schmidt, P.E.
Village Engineer 

Re: **Fund Transfer Operating to Capital – Salt Improvements**

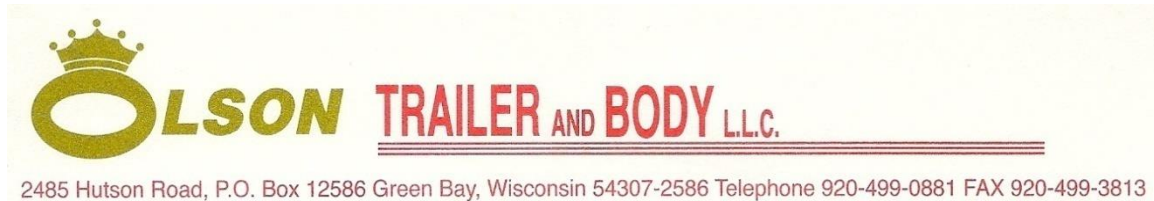
BACKGROUND INFORMATION

The Village used approximately 2300 TON of salt in the 2022-23 season compared to that of 2021-22 when we used nearly 3600 TON of salt (our facility can hold 4000 TON and is currently full). Salt usage can vary year to year due to weather conditions as evidenced by the salt purchases annually, which has a large impact on budget. The Highway Department Snow and Ice Expenditures came in significantly under budget for 2023. Due to the remaining budget, staff is recommending that the Highway Division upgrade the existing vehicle's salting equipment capabilities with a portion of the remaining funds.

The recommendation is to upgrade an existing Tandem Axle's salt spreader control to a Force America 5100 EX, new valve enclosures, 150-gallon tailgate tank, and ground speed control spreader (amongst other cables and meters). The estimated cost to perform this vehicle upgrade is \$16,590.00. This equipment upgrade will allow us to control our salting application more efficiently and effectively, allow our spreader and spinner to recognize the vehicle is stopped without having to adjust the controls, more effectively test and calibrate how much material we put down during an event, and allows for the addition of liquid brine to pre-wet our salt. Pre-wetting the salt allows the salt to stick better and reduces the "bounce" of the dry material into ditches and front lawns. The brine purchasing process is still in discussion phase as the Public Works team looks to meet with neighboring communities to discuss options.

RECOMMENDATION

Move to forward to Village Board and recommend approval of a budget transfer from Snow and Ice Materials to Capital Equipment account for the purchase and installation of salting equipment improvements for the Public Works Department not to exceed \$17,000.



VILLAGE OF CALEDONIA

Quote: 72416-WH-2
 Date: 11/30/23
 Delivery Date: TBD
 Terms: NET
 Ship Via: FOB GREEN BAY
 Quoted By: WALLY HENDERSON

Quantity	Part or Model No.	Description	Price	
		FURNISH AND INSTALL		
		FORCE AMERICA HYDRAULICS TO ADD PRE-WET TO		
		EXSISTING TRUCK TO INCLUDE NEW:		
		*5100EX SPREADER CONTROL, VALVE SECTION FOR		
		PRE-WET, NEW VALVE ENCLOSURE, CABLES, AND		
		FLOW METER TO WORK WITH VARI-TECH 150 GALLON		
		POLY PREWET TANK SYSTEM TO INCLUDE STAINLESS		
		STEEL TAILGATE FRAME		
		INCLUDES REMOVAL OF VALVE ENCLOSURE, HOSES,		
		CABLES, BREAK DOWN OF VALVE AND INSTALL OF		
		NEW SECTION, MOUNTING 5100EX IN CAB, RUNNING		
		ALL WIRING, AND MOUNTING OF TANK ASSEMBLY		
		TOTAL:	\$16590	00
		NOTE: ADDITIONAL CHARGES FOR HOSES MAY BE		
		NEEDED BASED ON CONDITION		

This Quotation is Subject to the Additional Terms & Conditions on the Reverse Side

<input type="checkbox"/> If This Box is Checked you Accept As Shown.	
Please Sign and Return Acceptance Copy	Authorized Signature Date

THE PRICE QUOTED HEREIN MAY BE CHANGED BY US WITHOUT NOTICE AFTER 30 DAYS. CONTACT OFFICE FOR VERIFICATION AFTER THAT TIME.

All orders Accepted will be Subject to the Following Unless Specified Otherwise in our Current Price Lists. Schedules or Quotations:

TERMS AND CONDITIONS:

1. Prices and terms are subject to change without notice.
2. Regular Terms on approved credit are: Net 10 Days
3. Prices are FOB Seller's dock. If stated on current price lists or quotations, freight will be allowed on orders as specified. No Allowance for freight or for cartage will be made if buyer accepts delivery at the factory or warehouse.
4. All orders are taken subject to seller's acceptance.
5. Seller Shall be excused and not liable for delays caused by Buyer's request, labor troubles, shortages in materials, damage to plant, governmental regulations or other cause, similar or otherwise, beyond Seller's control.

6. **Warranty:**

We warrant products manufactured by us to be free from defects in material and workmanship for 90 day period from our invoice date. As to any products not manufactured by us, the warranty is that of the manufacturer. Our obligation and liability under this warranty is expressly limited to replacing or repairing at our option: the defective part only, and only after satisfactory inspection and proof of defect. We make no other warranty, expressed or implied.

Our obligation shall not include any liability allegedly caused by use of the merchandise resulting in property damage or personal injury. We do not accept liability for transportation charges, labor charges or any direct, indirect or consequential damage or delay. No warranty against patent infringement is made or is to be implied.

Products or parts for which a warranty claim is made are to be returned, transportation prepaid to our warehouses unless authorized in writing by us prior to shipment.

Any improper use, misapplication, operation beyond rated capacity, substitution of parts or any alteration or repair by others in such manner as in our judgment affects the product materially and adversely, shall void this warranty. No employee or representative is authorized to change this warranty in any way or to grant any other warranty, expressed or implied.

7. The goods manufactured by us will be produced in compliance with requirements of the Fair Labor Standards Act of 1938, as amended and in compliance with regulations and orders of the U.S. Department of Labor issued there under.
8. Seller does not agree to any terms and conditions except those set forth herein and in its current price schedules and in its quotation, if any. Shipment of any merchandise by Seller will be on said terms and conditions and no modification shall be effected by the acknowledgement or acceptance of any purchase order forms containing different terms and conditions from those set forth herein.

OLSON TRAILER AND BODY
GREEN BAY, WISCONSIN

VILLAGE OF CALEDONIA

FISCAL NOTE: TRANSFER APPROVED OPERATING EXPENDITURE BUDGET AUTHORITY TO CAPITAL EQUIPMENT- SALT IMPROVEMENTS

FISCAL YEAR: 2023

ACCOUNT NAME		ACCOUNT NUMBER	CURRENT BUDGET	YEAR TO DATE EXPENDITURES	CURRENT BALANCE	BUDGET MODIFICATION	BUDGET AFTER MODIFICATION	REMAINING BUDGET BALANCE
DEPARTMENT: DPW (HIGHWAY)								
General Fund: Highway-								
Snow & Ice Materials		100-41-64080	\$ 250,000	\$ 212,873	\$ 37,127	\$ (17,000)	\$ 233,000	\$ 20,127
Capital Projects Fund:								
Highway Equipment-Vehicles		400-41-65040	\$ 417,000	\$ 243,901	\$ 173,099	\$ 17,000	\$ 434,000	\$ 190,099
			\$ 667,000	\$ 456,774	\$ 210,226	\$ -	\$ 667,000	\$ 210,226

RESOLUTION NO. 2024-008

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
AUTHORIZING A WAIVER TO ORDINANCE 18-1-4-(d)(4) ALLOWING A SECOND
DRIVEWAY ACCESS TO THE PROPERTY AT 7521 5 MILE ROAD
PARCEL ID – 104-04-22-22-001-000; MICHAEL LEIBER - OWNER**

WHEREAS, the Owner of 7521 5 Mile Road petitioned to the Committee of the Whole for a waiver to Ordinance 18-1-4-(d)(4), allowing a secondary driveway access onto a principal throughfare; and

WHEREAS, the Owner requested the second access to allow a new driveway at the highpoint of the roadway on 5 Mile Road and opposite the other property he owns and resides in across the street to the north. The new access is intended to be used for farming both properties and safer travel of farming equipment to each site; and

WHEREAS, the Village Engineer recommended denial of the request, as provided in the Village Engineers Memo dated November 8, 2023 and included hereto as **Exhibit A**, as it violated Ordinance 18-1-4-(d)(4) and recommended that only one driveway be installed at the highpoint and removed from the its current location near the intersection for traffic safety purposes. The intersection and segment of 5 Mile Road is expected to be drastically improved through a Wisconsin DOT project to install a roundabout for traffic safety which will impact the right-of-way of the property; and

WHEREAS, on January 9, 2024, the Committee of the Whole voted 4-2 in favor of authorizing a waiver to the Ordinance; and

NOW THEREFORE, BE IT RESOLVED THAT, that the Village Board will approve a waiver to Ordinance 18-1-4-(d)(4) to authorize a second access onto 5 Mile Road, a principal thoroughfare, from the property located at 7521 5 Mile Road; and

NOW THEREFORE, BE IT FURTHER RESOLVED THAT, the Property Owner must acquire, at the minimum, a Right-of-Way Access Permit prior to any work being performed in the Village Right-of-Way and locate the driveway at the high point of the roadway.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____, 2024.

VILLAGE OF CALEDONIA


By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

MEMORANDUM

Date: November 8, 2023

To: Committee of the Whole

From: Ryan Schmidt, P.E.
Village Engineer 

Re: **Variance Request to Add Second Driveway on Principal Thoroughfare at 7521 5 Mile Road (Ordinance 18-1-4-(d)-(4))**

BACKGROUND INFORMATION

The Engineering Department has received a request for a variance to Ordinance 18-1-4-(d)-(4) requiring all properties on principal thoroughfares be limited to 1 access. The property in question is 7521 5 Mile Road and the property owner Michael Leiber has reached out to gain a second property access to get to his farm field. 5 Mile Road is considered a principal thoroughfare in the Village.

This property just recently changed hands in September and the previous owner/existing property has only had the one access to the property to have it farmed. The access is shown below on the east side of the property abutting 5 Mile Road. There is no access on STH 38. The new owner is requesting the access to be located at the high point of the roadway even with the driveway of his other property across the street to the north in addition to the existing access to the home further east.

This property will be undergoing modifications to the Right of Way, to the elevation of the hill adjacent to it, and to the intersection by completely removing and replacing it with a roundabout due to the significant safety concerns. 5 Mile Road is proposed to be reconstructed beyond the limits of this property and will be acquiring additional Right-of-Way to make it possible. This hill will be lowered up to 5' as currently proposed amongst any other changes as the design continues.

Village Ordinance limits road access to maintain safety on the traveled roadway, promote general safety and welfare of the public, to conserve the open rural character along public roads, amongst many other factors. This request does not meet Village Ordinance for access to a principal thoroughfare and therefore is not recommended for approval.

RECOMMENDED MOTION

Motion to deny the request for a waiver to Ordinance 18-1-4-(d)-(4) due to the following:

- **Lot of record is permitted only one vehicular access point to a principal thoroughfare and an extra driveway access would violate this ordinance.**





RESOLUTION NO. 2024-009

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING A REIMBURSEMENT AGREEMENT FOR A PROPOSED
DEVELOPMENT LOCATED IN TAX INCREMENTAL DISTRICT NO. 4 IN THE
VILLAGE OF CALEDONIA**

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

WHEREAS, a developer has proposed to develop property in the Village containing a proposed development for consideration by the Village within Tax Incremental District No. 4; and

WHEREAS, the Village will study and consider the Development and any applications, and conceptual, preliminary and final plans associated with the Development, and review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Development of the same can be done without unreasonable expense to the Village's taxpayers by the Developer agreeing to reimburse the Village for such costs as further set forth in the agreement attached hereto and incorporated here as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED THAT the Village Board of the Village of Caledonia approves the Reimbursement Agreement attached hereto and incorporated herein as **Exhibit A**.

BE IT FURTHER RESOLVED, that the Village President and Clerk are authorized to execute such agreement and the Village Administrator and Village staff are authorized to take such actions in furtherance of such agreement.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, on the ____ day of January, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

**REIMBURSEMENT AGREEMENT FOR A PROPOSED DEVELOPMENT FOR A
DEVELOPMENT LOCATED IN TAX INCREMENTAL DISTRICT NO. 4 IN THE
VILLAGE OF CALEDONIA, WI**

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of _____, 2024 (the "Effective Date") by and between the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (the "Village") and **ASHLEY VENTURES, LLC**, a Florida limited liability company qualified to do business in the State of Wisconsin ("Developer"), with regard to a proposed development in the Village of Caledonia:

RECITALS

1. Developer has proposed to develop property in the Village containing the proposed Development as defined below. Developer will be submitting Development concepts for consideration by the Village within Tax Incremental District No. 4 ("TIF District"), and the Village may offer to provide financial support for infrastructure improvements and may offer to incentivize development by offering pay as you go incentives for the Development of the property located at approximately 3047 USH 41 and Golf Road, Parcel I.D. No(s): 104-04-22-31-022-000, 104-04-22-31-023-000, 104-04-22-31-024-000, and 104-04-22-31-008-000, and legally described as set forth on **Exhibit A** (the "Development"), and Developer intends to request Village approval of this Development in accordance with applicable State laws and Village Ordinances.

2. The Village agrees to study and consider the Development and any applications, and conceptual, preliminary and final plans associated with the Development, and review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Development if the same can be done without unreasonable expense to the Village's taxpayers.

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

PART A

**REIMBURSEMENT OF ENGINEERING, PLANNING, FINANCIAL CONSULTANTS,
LEGAL AND ADMINISTRATIVE COSTS**

1. Developer, agrees to be liable for and shall pay to and reimburse the Village for any and all costs to study the Development within the TIF District, including engineering, preconstruction site inspection, planning, financial consultants, legal, and administrative fees and expenses reasonably incurred by the Village with respect to the following (the "Reimbursable Costs"):

a) a feasibility analysis including property tax increment projections and proforma analysis as a possible TIF District development conducted by the Village's financial consultant;

b) processing, reviewing, direction on revising, and acting on any entitlement applications, submittals, conceptual, preliminary or final Development plans, including but not limited to, consultation reasonably required to address issues and problems encountered during the application and review process for the Development, and consultation and work reasonably required to address the extension of sanitary sewer and water facilities to service the Development, amongst other parcels of land in the Village;

c) processing, reviewing, revising, drafting and acting on any agreements, easements, deed restrictions or other documents associated with the proposed Development; and

d) considering the anticipated construction, installation, anticipated inspection and approval of all improvements provided for in the Development, including, but not limited to, consultation reasonably required to address any problems encountered during the course of the design of the Development and its infrastructure that serves the Development. The reimbursement of costs shall be retroactive to capture costs incurred by the Village for the period from August 1, 2023 through November 30, 2023, in the amount of Two Thousand Two Hundred Dollars (\$2,200.00), as well as costs beginning on December 1, 2023.

The Reimbursable Costs shall include the standard applicable costs of the Village's own engineers and inspectors (if any), and reasonable costs of outside services for attorneys, planners, financial consultants, agents, ecologists, sub-contractors, consulting engineers and the Village's own employees. The cost for Village employees' time shall be based upon the classification of the employee and the rates established by the Village Board, from time-to-time, for each such classification. Such costs shall also include, but not be limited to, those for attendance at telephone conferences and meetings, whether virtual or in-person. The cost for outside services shall be the direct cost incurred by the Village.

Attached hereto as **Exhibit B** is a good faith estimate of the Reimbursable Costs (the "Good Faith Estimate") in the amount of Seventy-Six Thousand Five Hundred Dollars (\$76,500.00). The Village shall reasonably endeavor to keep costs to a minimum. In furtherance of that endeavor, when the Village has billed an amount representing sixty percent (60%) of the Good Faith Estimate, the parties will meet and confer to review the additional anticipated costs and scope within thirty (30) days of that sixty percent (60%) billing. Developer understands that changes in scope, design, and configuration of the Development plans, will cause the Village to incur additional review and processing costs.

2. Developer understands that the planning, legal, engineering, and/or other consultants retained by the Village are acting exclusively on behalf of the Village and not Developer. Developer understands that invoices from Village legal counsel and other consultants may be confidential and subject to attorney client work product privilege and may only be available in redacted form.

3. For the avoidance of doubt, this Agreement is meant to address preconstruction activities in the planning and design of the Development, and the extension of utilities, leading up to the parties entering into a Development Agreement (as defined below) for the Development. Such Development Agreement shall then address the continued reimbursement of reasonable and

customary Village expenses during the review and inspection services required by the Village during the construction of the Development and associated infrastructure required to serve the Development, including any construction in the public right-of-way that may be necessitated by the Development, and any changes in scope or redesign of the Development. It is anticipated that costs for such additional services will exceed the Good Faith Estimate provided herein.

PART B

GUARANTEE OF PAYMENT

1. Developer shall deposit with the Village Treasurer the sum of Twenty-Five Thousand Dollars (\$25,000.00) in the form of a check. The Village shall cash such check and apply such funds toward payment of the Reimbursable Costs relating to the Development in accordance with this Agreement. The Village shall provide Developer with monthly summaries of the application of deposited funds toward the Reimbursable Costs, along with all backup third-party invoices which may be redacted for confidential attorney client work product privilege reasons.

2. If at any time said deposit becomes insufficient to pay Reimbursable Costs incurred by the Village in accordance with this Agreement, Developer shall deposit required additional amounts within fifteen (15) days of written demand by the Village Finance Director setting forth the amount requested and including an itemization, together with reasonable evidence, of the Reimbursable Costs incurred and/or paid to date by the Village (except for costs for outside services not yet billed to Village) ("Itemized Costs"). The written demand shall identify those Reimbursable Costs owed but not paid by Developer (except for costs for outside services not yet billed to Village) ("Unpaid Itemized Costs") and anticipated Reimbursable Costs, if known by Village. Until the required funds necessary to pay any Itemized Costs and Unpaid Itemized Costs not yet paid by Developer are received as well as sufficient funds to replenish the deposit to a balance of original balance of Twenty-Five Thousand Dollars (\$25,000.00), no additional work or review will be performed by the Village as to the Development plan under consideration (if Developer has failed to pay the same within such fifteen (15) day period). If Reimbursable Costs remain unpaid by Developer after thirty (30) days of billing by the Village, the Village may stop all reviews and work on the Development and may postpone the approval of such Development plans and applications under consideration until the required funds have been paid to the Village. All Reimbursable Costs shall be paid prior to issuance of any permits. If the Reimbursable Costs remain unpaid by Developer after sixty (60) days of billing by the Village, the Village may deny the pending applications for the Development plans and Developer expressly agrees that such denial shall be allowed for nonpayment of Reimbursable Costs.

3. Subject to Section B.4 below, if Developer fails to replenish the required deposits or to reimburse the Village for Reimbursable Costs the Village has incurred within any applicable notice/cure periods, Developer hereby consents to the Village's imposing a special charge upon the real property comprising the Development for any amounts due to the Village under this Agreement, plus any reasonable costs the Village has incurred in attempting to collect the amounts due, after thirty (30) days prior written notice to Developer and at Developer's request, to any mortgage lenders provided Developer provides the Village with the applicable contact

information. This special charge shall become a lien upon the Development property. Developer hereby waives any rights it may have to any notices or hearings with respect to the special charge imposed under Wis. Stat. Sec. 66.0627.

4. Notwithstanding anything to the contrary contained herein, in the event that Developer notifies the Village that Developer has decided not to proceed with the Development, then the Village shall stop all reviews and work on the Development, and Developer shall only be responsible for Reimbursable Costs that have accrued up to the time of such notice. In such event, any portion of Developer's deposit that is not applied toward such accrued Reimbursable Costs shall be promptly refunded to Developer.

PART C

TERMINATION OF GUARANTEE; EXCESS COSTS

Within 60 days after occupancy permit issuance, or upon written notice of abandonment of the application or conceptual plan, prior to final approval (including abandonment or denial due to rejection by any reviewing agency), the Village shall furnish Developer with final statements of all Reimbursable Costs remaining unpaid by Developer under this Agreement. In the case of any issuance, abandonment or denial, any excess funds held by the Village shall be promptly remitted to Developer, and, subject to the terms hereof, any Reimbursable Costs in excess of such deposit shall be paid by Developer within thirty (30) days after receipt of the final statements. In the case of an approval, this Development will require a written development agreement with the Village as to public infrastructure construction or any other public financial considerations, and such deposit shall carry forward under the terms of the development agreement entered into between the parties ("Development Agreement"). Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

If the Reimbursable Costs under this Agreement exceed One Hundred Thousand Dollars (\$100,000) (the amount in excess of \$100,000 is referred to as the "Excess Costs") and the parties enter into a Development Agreement for the Development, said Development Agreement shall provide for the reimbursement of the Excess Costs from the first available tax increment generated by this Development, subject to conditions and contingencies to be set forth in the Development Agreement.

PART D

GOVERNING LAW AND VENUE; RECORDING

This Agreement shall be construed under the laws of the State of Wisconsin and venue shall be in Racine County, Wisconsin. This Agreement shall be an encumbrance upon, and run with, the property and may be recorded with the Racine County Register of Deeds by any party to give notice of its obligations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

[Signatures appear on the following pages.]

DEVELOPER:

ASHLEY VENTURES, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Personally came before me this _____ day of _____, 2024, the above-named _____, the _____, of Ashley Ventures, LLC, to me known to be the person who executed the foregoing instrument on behalf of the said Developer and acknowledged the same.

Notary Public, _____ County, _____

My Commission expires: _____

The Owner hereby agrees and consents to the imposition of a special charge against the real property comprising the Development on **Exhibit A** and as set forth under Part B (3) of this Agreement and waives receipt of prior notice and hearing as to the imposition of such special charge under Wis. Stat. Sec. 66.0627.

**HINTZ REAL ESTATE DEVELOPMENT
COMPANY, LLC**

Title: _____

STATE OF _____)
COUNTY OF _____) SS:

Personally came before me this _____ day of _____, 2024, the above-named _____, the _____ of Hintz Real Estate Development Company, LLC to me known to be the person who executed the foregoing instrument on behalf of the said Owner and acknowledged the same.

My Commission expires: _____

VILLAGE OF CALEDONIA:

By: _____
Thomas Weatherston
Village President

Attest: _____
Wayne Krueger
Deputy Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2024 the above-named Thomas Weatherston and Wayne Krueger, Village President and Deputy Clerk, respectively, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.

Notary Public, Racine County, WI
My Commission Expires: _____

This instrument drafted by:
Pruitt, Ekes & Geary, S.C.

770272.160 1-15-24

EXHIBIT A

LEGAL DESCRIPTIONS OF PARCELS WITHIN THE DEVELOPMENT

Parcel 1:

All of the Southwest 1/4 of Section 31, Town 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin. EXCEPTING THEREFROM a parcel of land bounded and described as follows: Commencing at a point in the West line of the Southwest 1/4 of Section 31, 830.00 feet Southerly of the Northwest corner of said 1/4 Section; thence East and parallel to the North line of said 1/4 Section 300.00 feet to a point; thence South and parallel to the West line of said 1/4 Section 300.00 feet to a point; thence West and parallel to the North line of said 1/4 Section 300.00 feet to a point in the West line of said 1/4 Section; thence Northerly along the West line of said 1/4 Section 300.00 feet to the place of beginning. ALSO EXCEPTING THEREFROM those lands contained in Award of Damages recorded in Volume 625, Page 230-231, as Document No. 676138, and lands conveyed in Warranty Deed as Document No. 2303812. Subject to an easement over the Easterly 33 feet of the above described parcel.

Tax Key No. 51-104-04-22-31-022-000

Parcel 2:

The Northwest 1/4 of the Southeast 1/4 of Section 31, Town 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Tax Key No. 51-104-04-22-31-008-000

Parcel 3:

That part of the Southwest 1/4 of Section 31, Town 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin, bounded and described as follows: Commencing at a point in the West line of the Southwest 1/4 of Section 31, 830.00 feet Southerly of the Northwest corner of the said 1/4 Section; thence East and parallel to the North line of said 1/4 Section 300.00 feet to a point; thence South and parallel to the West line of said 1/4 Section 300.00 feet to a point; thence West and parallel to the North line of said 1/4 Section 300.00 feet to a point in the West line of said 1/4 Section; thence Northerly along the West line of said 1/4 Section 300.00 feet to the place of beginning. EXCEPTING THEREFROM land conveyed in Warranty Deed recorded as Document No. 2303811.

Tax Key No. 51-104-04-22-31-023-000

Parcel 4:

The Southwest 1/4 of the Southeast 1/4 of Section 31, Town 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Tax Key No. 51-104-04-22-31-024-000

EXHIBIT B

GOOD FAITH ESTIMATE OF THE REIMBURSABLE COSTS

\$76,500.

Estimate based on:

Development Meetings (Design etc.)	\$ 5,000.00
Concept Engineering (part of Rezone)	\$ 500.00
Storm Water Management Plan	\$ 15,000.00
Mass Grading Plan	\$ 15,000.00
CSM (part of closing)	\$ 1,000.00
TIA Review	\$ 5,000.00
Development Agreement Review	\$ 10,000.00
Ehler's Review	\$ 25,000.00
TOTAL	\$ 76,500.00

Construction inspection costs are not included in this estimate. In addition, future phases of the Development will have additional review costs that are not part of this estimate. These costs will be covered in the Development Agreement.

For example, for the Initial Phase 1 costs may be:

Infrastructure Plan Review	\$ 12,000.00
Site Grading Plan	\$ 7,000.00
CSM (Phase 1)	\$ 1,000.00
	\$ 20,000.00

Current hourly charges for Village staff working on the project:

Engineer	\$90
Technician	\$60
Planner	\$70
Administrator	\$90

RESOLUTION NO. 2024-010

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF
CALEDONIA APPROVING A PARK USE AGREEMENT FOR ANGELS YOUTH
SOFTBALL ASSOCIATION, INC. FOR USE OF 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 Angels Youth Softball Association, Inc. has requested to utilize the ball diamonds at Crawford Park for their girl's youth fast pitch softball leagues; and

WHEREAS, the Village of Caledonia and Angels Youth Softball Association, Inc wish to enter into an agreement governing the use of Crawford Park by St Catherines High School as provided in **Exhibit A**; and

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, 2024.

Adopted by the Board of Trustees of the Village of Caledonia, Racine County, Wisconsin, this ____ day of January 2024.

Village of Caledonia

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Olsen
Village Clerk

**PARK USE AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF THE VILLAGE OF CALEDONIA
AND ANGELS YOUTH SOFTBALL ASSOCIATION, 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 **ANGELS YOUTH SOFTBALL ASSOCIATION, 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 youth softball leagues for Caledonia area children, which needs a softball 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, 2024 through September 1, 2024 for youth softball 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 and March of the subsequent year (e.g. September 1, 2024 and March 1, 2025).
- 2) **Use; generally.** The User shall use the Park for softball operations including:
 - a. The use of a portion of the maintenance garage for storage of equipment, fencing, and other items related to the operations of the girl's youth softball programs.
 - b. The operation and maintenance of the concession stand.
 - c. The purpose of utilizing the bathrooms and associated garbage and recycling cans.

- 3) **No Ownership Granted.** This Agreement does not grant any ownership interests.
- 4) **Concession Stand.** The User shall have all property removed from the concession stand and the stand completely cleaned by August 31, 2024 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.
- 5) **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 prepared by the User or are not in-use for User activities and prior to 2:00 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 2:00 pm on weekdays.
- 6) **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.
- 7) **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.
- 8) **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. Overlap of leagues using the same facilities shall be coordinated with the Owner.
- 9) **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 re-keying 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 (12:00 PM) the following day for the General Public. The User may overlap this timeframe with another league and will be required to coordinate their efforts with the Owner. The User shall return the keys to the Owner by August 31, 2024.
- 10) **Cleaning; Maintenance.** The User shall be responsible for the cleaning and general 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.

- 11) **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 damage 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.
- 12) **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, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Building after August 31, 2024 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner.
- 13) **Improvements.** Permanent improvements installed by the User or his/her designee are not allowed. 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.

14) Storage Space. The User will be provided a dedicated space in the Maintenance Garage at Crawford Park to store one a limited number of materials necessary for youth softball operations included but not limited to bats, balls, bags, helmets, rakes, wheelbarrows, fences, fence posts, nets, etc. All items must be clearly marked as "Property of Angels Youth Softball," or similar wording, and must be removed by August 31, 2024, 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, 2024 to receive the deposit back. Any tools or supplies left in the Maintenance Garage after August 31, 2024 will result in a \$50.00 deduction per day until they have been removed unless otherwise approved by the Owner.

15) 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 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;

16) 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.

- 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.
- 18) **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 by April 1, 2024.
- 19) **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, 2024 at which time any deficiencies will be noted and addressed. The User shall pay the Owner a Deposit of \$750, due by April 1, 2024. Representatives of the two parties will again walk-through and inspect the facilities at the end of the season and prior to August 31, 2024. The Deposit will be refunded to the User within 30-days, minus any charges based on condition, damage, or deficiency attributable to the User.
- 20) **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.

- 21) **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.
- 22) **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.
- 23) **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.
- 24) **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. In 2024, the Owner Prepared League Fee is \$413.00 per league. With 4 leagues proposed, the User agrees to pay the Village of Caledonia \$1,652.00.
- 25) **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.

26) **Assignability.** This Agreement is not assignable by the User.

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:

Angels Youth Softball Association, Inc.
1200 Park Avenue
Racine, WI 53403

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.

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The Parties have executed this Agreement effective as of _____ 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

ANGELS YOUTH SOFTBALL ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

Appendix A



Appendix B

Signage will be sold and placed in the following order:

- 1) 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

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Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	754883	01/08/2024 DELTA DENTAL CLAI	01/08/2024	459.60	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						459.60	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	01/01/2024 PETPARTNERS JAN	01/01/2024	292.52	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						292.52	
ACH - QUADIENT FINANCE USA INC							
General Fund	3898	ACH - QUADIENT FINANCE USA	17137283	INK FOR POSTAGE MACHINE	10/06/2023	154.85	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						154.85	
ACH - SIMPLIFILE, LC							
General Fund	768	ACH - SIMPLIFILE, LC	E 2668289	E 2668289 EASEMENT 6	12/20/2023	35.25	100-42-61100 Legal Fees
General Fund	768	ACH - SIMPLIFILE, LC	WIT74R FEES	LICENSE AND SUPPORT FEE	11/17/2023	99.00	100-42-61100 Legal Fees
Total ACH - SIMPLIFILE, LC:						134.25	
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	EJ974 102023	FUEL PURCHASE 9/20/23-10/19/	10/20/2023	16.80	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	EJ974 102023	FUEL PURCHASE 9/20/23-10/19/	10/20/2023	16.81	501-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						33.61	
ACH - US BANK EQUIPMENT FINANCE							
General Fund	9252	ACH - US BANK EQUIPMENT FI	515184968	DEC 23; COPIER AND PRINTER	12/01/2023	1,195.41	100-90-62300 Office Equipment Rental & Main
General Fund	9252	ACH - US BANK EQUIPMENT FI	517468591	JAN-24; MONTHLY COPIER - PR	01/01/2023	1,195.41	100-16200-000 Prepaid Expenses
Total ACH - US BANK EQUIPMENT FINANCE:						2,390.82	
ACH - WEX BANK / SPEEDWAY FLEET							
General Fund	925	ACH - WEX BANK / SPEEDWAY	92667263	FEE TO REACTIVATE CARDS A	10/18/2023	50.00	100-30-63200 Fuel, Oil, Fluids
General Fund	925	ACH - WEX BANK / SPEEDWAY	93276870	NOV-23; FUEL PURCHASE	11/23/2023	28.17	100-30-63200 Fuel, Oil, Fluids
Total ACH - WEX BANK / SPEEDWAY FLEET:						78.17	
ALADTEC, INC.							
General Fund	45	ALADTEC, INC.	INV00309603	2024 ALADTEC SCHEDULING S	11/15/2023	5,088.00	100-35-62100 Contracted Services
General Fund	45	ALADTEC, INC.	INV00309604	2024 ALADTEC SCHEDULING S	11/15/2023	4,278.00	100-30-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total ALADTEC,INC.:						9,366.00	
AMPLIFY GRAPHICS & BRANDING							
General Fund	2127	AMPLIFY GRAPHICS & BRANDI	175994	12/1/2023-12/31/2203 SERVICE	01/09/2024	171.53	100-43-62100 Contracted Services
Total AMPLIFY GRAPHICS & BRANDING:						171.53	
ARAMARK							
General Fund	128	ARAMARK	6140295990	DEC.-23; RUG DELIVERY - POLI	12/13/2023	574.01	100-43-62100 Contracted Services
General Fund	128	ARAMARK	6140311416	JAN.-24; RUG DELIVERY - POLI	01/10/2024	574.01	100-43-62100 Contracted Services
Total ARAMARK:						1,148.02	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	80148583	BEACON MBL HOSTING SERV	12/28/2023	298.24	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METER INC.:						298.24	
BAYCOM							
General Fund	183	BAYCOM	PB3329	DPW BLDG; RADIO ANTENNA R	11/10/2023	5,770.00	100-90-60000 Insurance Deductible/Stop Loss
Total BAYCOM:						5,770.00	
BELLE CITY FIRE & SAFETY							
General Fund	196	BELLE CITY FIRE & SAFETY	34889	RECHARGE FIRE EXTINGUISH	09/20/2023	112.50	100-43-64240 Building Repairs & Maintenance
General Fund	196	BELLE CITY FIRE & SAFETY	58788	MISC. FIRST AID KIT SUPPLIES	10/13/2023	551.70	100-41-64070 Work Supplies
General Fund	196	BELLE CITY FIRE & SAFETY	82387	EXTINGUISHER INSPECTION S	07/06/2023	46.60	100-35-64240 Building Repairs & Maintenance
Total BELLE CITY FIRE & SAFETY:						710.80	
BRADFORD SYSTEMS CORPORATION							
Capital Projects Fund	9282	BRADFORD SYSTEMS CORPO	36227 STORA	PSB; PD LOCKER STORAGE CH	10/31/2023	2,287.50	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	9282	BRADFORD SYSTEMS CORPO	36227-1	PSB; POLICE DEPARTMENT ST	12/21/2023	117,809.22	400-75-65025 PSB-Village Sourced Bldg Impr
Total BRADFORD SYSTEMS CORPORATION:						120,096.72	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	2019-389	1216 ROBIN LANE SITE RESTO	01/18/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	20-ROP-12	509 WEST POINT LANE ROAD O	01/18/2024	500.00	100-23161-000 Road Opening Bonds
General Fund	271	BUILDING PERMIT REFUND VE	21-ROP-02	5635 ERIE ST ROAD OPENING	01/18/2024	500.00	100-23161-000 Road Opening Bonds

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title	
Total BUILDING PERMIT REFUND VENDOR:						2,000.00		
BUY RIGHT, INC.								
General Fund	273	BUY RIGHT, INC.	14873-421954	WIPER BLADES #214	01/09/2024	26.78	100-30-63300	Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	14873-422381	WINDSHIELD WIPER FLUID	01/15/2024	13.39	100-30-63300	Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	421881	BRAKES ON M-12	01/11/2024	387.56	100-35-63300	Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						427.73		
CARAHSOFT TECHNOLOGY GROUP								
General Fund	9254	CARAHSOFT TECHNOLOGY GR	38115612INV	ANNUAL SUBSCRIPTION CELLE	01/16/2024	6,831.00	100-30-62100	Contracted Services
Total CARAHSOFT TECHNOLOGY GROUP:						6,831.00		
CITIES & VILLAGES MUTUAL INSURANCE CO.								
Water Utility Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	2024 LIABILITY INSURANCE	01/09/2024	14,785.00	500-00-60100	General Liability Insurance
Sewer Utility Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	2024 LIABILITY INSURANCE	01/09/2024	14,785.00	501-00-60100	General Liability Insurance
Storm Water Utility Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	2024 LIABILITY INSURANCE	01/09/2024	2,375.00	502-00-60100	General Liability Insurance
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	2024 LIABILITY INSURANCE	01/09/2024	107,458.88	100-90-60100	General Liability Insurance
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	354.02	100-10-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	878.60	100-11-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	315.04	100-12-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	1,253.97	100-13-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	1,758.19	100-14-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	26,926.73	100-30-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	721.45	100-31-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	911.62	100-32-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	31,196.83	100-35-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	1,285.00	100-40-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	8,007.44	100-41-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	1,834.16	100-42-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	261.92	100-43-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	1,182.22	100-60-50260	Workers Compensation
General Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	522.34	100-70-50260	Workers Compensation
Recycling Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	66.53	241-00-50260	Workers Compensation
Water Utility Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	2,148.71	500-00-50260	Workers Compensation
Sewer Utility Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	2,148.71	501-00-50260	Workers Compensation
Storm Water Utility Fund	367	CITIES & VILLAGES MUTUAL IN	2024PREMIUM	Q1-24; WORKERS COMP INSUR	01/09/2024	1,254.22	502-00-50260	Workers Compensation
Total CITIES & VILLAGES MUTUAL INSURANCE CO.:						222,431.58		

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
CIVIC SYSTEMS, LLC							
General Fund	375	CIVIC SYSTEMS, LLC	CVC24353	SEMI-ANNUAL SUPPORT FEES	01/15/2024	8,195.00	100-90-64300 IT Maintenance & Subscriptions
Total CIVIC SYSTEMS, LLC:						8,195.00	
CLARK DIETZ, INC.							
Capital Projects Fund	9230	CLARK DIETZ, INC.	439767	CRAWFORD PARK MASTER GR	01/10/2024	386.41	400-70-66100 Park Improvements
Total CLARK DIETZ, INC.:						386.41	
CLEANCO RACINE, INC							
General Fund	9021	CLEANCO RACINE, INC	8884	JAN-24 - DPW CLEANING SERVI	01/15/2024	500.00	100-41-62100 Contracted Services
General Fund	9021	CLEANCO RACINE, INC	8885	01/15/2024 CLEANING SERVICE	01/15/2024	856.25	100-43-62100 Contracted Services
Total CLEANCO RACINE, INC:						1,356.25	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	622190	GARBAGE BAGS, HAND TOWEL	01/11/2024	190.62	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	622190	PAPER	01/11/2024	45.70	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	622198	MANILLA FOLDERS AND WALL	01/09/2024	125.74	100-13-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	625155	OFFICE SUPPLIES	01/17/2024	44.19	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						406.25	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	777004619	4000 GAL UNL GAS	01/05/2024	8,764.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						8,764.00	
CUMMINS SALES AND SERVICES							
General Fund	429	CUMMINS SALES AND SERVICE	F6-67970	WORK DONE ON E-11	01/11/2024	3,286.58	100-35-63300 Vehicle Repairs & Maintenance
Total CUMMINS SALES AND SERVICES:						3,286.58	
DLT SOLUTIONS							
Storm Water Utility Fund	530	DLT SOLUTIONS	5205140B	AUTOCAD SOFTWARE RENEW	12/14/2023	7,806.46	502-00-64300 IT Maintenance & Subscriptions
Total DLT SOLUTIONS:						7,806.46	
EAGLE EXCAVATING & GRADING, LLC							
General Fund	2412	EAGLE EXCAVATING & GRADIN	23-ROP-01	2807 ARROWHEAD ROAD OPE	01/18/2024	500.00	100-23161-000 Road Opening Bonds

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total EAGLE EXCAVATING & GRADING, LLC:						500.00	
FLOCK SAFETY							
Capital Projects Fund	9318	FLOCK SAFETY	INV-29122	FLOCK CAMERA AND IMPLEME	12/27/2023	14,600.00	400-30-65030 Equipment
Total FLOCK SAFETY:						14,600.00	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	86705	TID 5 CENTRAL LIFT STATION	10/27/2023	20,509.93	415-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						20,509.93	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15526	#215 OIL CHANGE	01/04/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						59.74	
GALLS LLC							
General Fund	693	GALLS LLC	026454848	NAMETAG OFC GODER	12/05/2023	9.19	100-30-50280 Clothing Allowance
General Fund	693	GALLS LLC	026454849	NAMETAG OFC SIBLEY	01/04/2024	9.19	100-30-50280 Clothing Allowance
Total GALLS LLC:						18.38	
HILLER FORD							
General Fund	9211	HILLER FORD	514740	#216 REPLACE EXHAUST FLEX	01/08/2024	852.36	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						852.36	
JIMS GARAGE DOOR SERVICE, INC.							
General Fund	943	JIMS GARAGE DOOR SERVICE,	221463	WATER TOWER BLDG; DOOR R	01/11/2024	219.00	100-41-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:						219.00	
JOHNS DISPOSAL SERVICE, INC.							
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1254872	DECEMBER 2023; CONTRACTE	12/28/2023	96,443.66	240-00-62100 Contracted Services
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1254872	DECEMBER 2023; CONTRACTE	12/28/2023	47,563.68	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						144,007.34	
KAEREK HOMES INC							
General Fund	1023	KAEREK HOMES INC	2023-027	9101 PRAIRIE CROSSING DR SI	01/18/2024	1,000.00	100-23160-000 Clean-Up Bonds

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total KAEREK HOMES INC:						1,000.00	
KORTENDICK HARDWARE							
General Fund	1096	KORTENDICK HARDWARE	162443	RUST REMOVER	12/14/2024	4.49	100-43-64100 Janitorial Supplies
General Fund	1096	KORTENDICK HARDWARE	162544	SCOOP AND BUCKET FOR ICE	12/19/2023	61.64	100-43-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	162813	POWER CORD LIGHT E-12	01/11/2024	5.39	100-35-64250 Equipment Repairs & Maintenanc
General Fund	1096	KORTENDICK HARDWARE	162834	HOSE NOZZLES FOR VEHICLE	01/11/2024	14.38	100-35-64250 Equipment Repairs & Maintenanc
General Fund	1096	KORTENDICK HARDWARE	162844	PASSPORT TAG HOLDER FOR	01/11/2024	24.07	100-35-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	162935	CABLE TIES FOR E-11	01/17/2024	3.59	100-35-64250 Equipment Repairs & Maintenanc
Total KORTENDICK HARDWARE:						113.56	
MAV HYDRAULICS							
General Fund	9278	MAV HYDRAULICS	230538	#13 HYD BREAK	12/04/2023	1,683.69	100-41-63300 Vehicle Repairs & Maintenance
Total MAV HYDRAULICS:						1,683.69	
MAYER REPAIR							
General Fund	1260	MAYER REPAIR	20194S	TURBO INSTALL KIT ON M-11	01/11/2024	2,074.87	100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:						2,074.87	
MENARDS RACINE							
General Fund	1281	MENARDS RACINE	77740	BATTERY MAINTAINER	01/16/2024	29.99	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1281	MENARDS RACINE	77740	METAL CUTOFFS	01/16/2024	23.80	100-41-64070 Work Supplies
General Fund	1281	MENARDS RACINE	78386	SIGN SHOP MATERIALS	12/15/2023	256.07	100-41-64070 Work Supplies
Total MENARDS RACINE:						309.86	
MID-STATES ORGANIZED CRIME INFORMATION							
General Fund	9229	MID-STATES ORGANIZED CRIM	0003424-IN	2024 MOCIC MEMBERSHIP (30-	01/06/2024	200.00	100-30-51320 Memberships/Dues
Total MID-STATES ORGANIZED CRIME INFORMATION:						200.00	
MILWAUKEE METROPOLITAN SEWAGE DISTRICT							
Sewer Utility Fund	1338	MILWAUKEE METROPOLITAN S	302-23	Q4-23; SEWER TREATMENT	01/08/2024	11,918.93	501-00-62550 Sewer Treatment Charges
Total MILWAUKEE METROPOLITAN SEWAGE DISTRICT:						11,918.93	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6374576	VACUUM BAGS, FOAM CUPS, J	12/27/2023	142.19	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	63791912	C-FOLD PAPERTOWEL AND FU	01/10/2024	187.00	100-43-64100 Janitorial Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total NASSCO, INC.:						329.19	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	86543	DEC-23; IT MANAGED SERVICE	12/31/2023	4,151.00	100-90-64300 IT Maintenance & Subscriptions
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	86807	DEC-23; PSB NETWORK INFRA	12/31/2023	6,712.00	400-75-65025 PSB-Village Sourced Bldg Impr
General Fund	1071	ONTECH SYSTEMS, INC	86809	DEC-23; DIRECT IT TICKET SUP	12/31/2023	2,707.20	100-90-64310 IT Contracted Services
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	86809	DEC-23; PSB NETWROK INFRA	12/31/2023	764.90	400-75-65025 PSB-Village Sourced Bldg Impr
Total ONTECH SYSTEMS, INC:						14,335.10	
PARKER POWER EQUIPMENT							
General Fund	826	PARKER POWER EQUIPMENT	16558	HOSE AND FITTING FOR E-11	01/17/2024	107.45	100-35-63300 Vehicle Repairs & Maintenance
Total PARKER POWER EQUIPMENT:						107.45	
PAYNE & DOLAN, INC.							
General Fund	1474	PAYNE & DOLAN, INC.	10-00001304	221.49 TNS 3/4TB	12/21/2023	2,824.03	100-41-64090 Road Maintenance Materials
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253778-04	2023 PAVING PROJECT PHASE	12/18/2023	39,427.77	400-41-65080 Road Improvements
General Fund	1474	PAYNE & DOLAN, INC.	253778-04	PRAIRIE PATHWAYS III PAVING	12/18/2023	51,588.33	100-23164-000 Asphalt Deposits
General Fund	1474	PAYNE & DOLAN, INC.	253778-04	CORONA DRIVE PAVING	12/18/2023	28,215.41	100-23163-098 Corona Drive Extension
General Fund	1474	PAYNE & DOLAN, INC.	253778-04	BUCKLEY ROAD PAVING	12/18/2023	7,631.04	100-23164-003 Christiansen Buckley Road
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253778-04	PUBLIC SAFETY BUILDING PAT	12/18/2023	40,345.22	400-75-65025 PSB-Village Sourced Bldg Impr
Total PAYNE & DOLAN, INC.:						170,031.80	
QUALITY RESOURCE GROUP							
General Fund	9194	QUALITY RESOURCE GROUP	IN-23901	RETRACTOR KIT STAND SIGN	11/30/2023	537.62	100-30-64070 Work Supplies
Total QUALITY RESOURCE GROUP:						537.62	
RACINE COUNTY							
General Fund	1548	RACINE COUNTY	1ST QTR 2024	1ST QTR 2024 DISPATCH SERVI	01/15/2024	40,652.12	100-31-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	1ST QTR 2024	1ST QTR 2024 DISPATCH SERVI	01/15/2024	40,652.13	100-35-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	1ST QTR 2024	1ST QTR 2024 NORTH BAY DISP	01/15/2024	1,283.50	100-35-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	1ST QTR 2024	1ST QTR 2024 WIND POINT DIS	01/15/2024	7,701.75	100-35-62200 Community Dispatch Services
General Fund	1548	RACINE COUNTY	23-VOC-101	2023-2024 TAX BILLS; PRINTING	01/11/2024	2,122.87	100-14-64060 Copying & Printing
General Fund	1548	RACINE COUNTY	23-VOC-101	2023-2024 TAX BILLS; POSTAGE	01/11/2024	6,289.58	100-13-64040 Postage & Shipping
Total RACINE COUNTY:						98,701.95	
RACINE COUNTY LAW ENFORCEMENT ASSOC							
General Fund	1557	RACINE COUNTY LAW ENFORC	2024-0003	CHIEF/DC DUES	01/02/2024	200.00	100-30-51320 Memberships/Dues

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total RACINE COUNTY LAW ENFORCEMENT ASSOC:						200.00	
RACINE COUNTY TREASURER							
General Fund	1561	RACINE COUNTY TREASURER	DECEMBER 2	DECEMBER 2023 MUNI COURT	01/15/2024	2,897.93	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:						2,897.93	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00055054	EXHAUST PIPES	12/20/2023	1,607.86	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00055106	RELAY VALVE	01/08/2024	290.34	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						1,898.20	
SEILER INSTRUMENT & MFG. CO.INC.							
Donation Fund	9319	SEILER INSTRUMENT & MFG. C	INV18220	NEW DRONE FOR PD	11/22/2023	12,956.65	250-30-64193 Police - Drone Expense
Total SEILER INSTRUMENT & MFG. CO.INC.:						12,956.65	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8005714137	DECEMBER SHREDDING	12/25/2023	49.30	100-30-62100 Contracted Services
General Fund	1800	SHRED-IT USA	8005875259	MONTHLY SHRED TOTE ST-11	01/17/2024	62.00	100-35-62100 Contracted Services
Total SHRED-IT USA:						111.30	
SOUND SPECIALTY COMPANY, INC.							
General Fund	1817	SOUND SPECIALTY COMPANY, I	2807	REPAIRS TO VILLAGE BOARD R	01/11/2024	2,350.50	100-43-64250 Equipment Repairs & Maintenance
Total SOUND SPECIALTY COMPANY, INC.:						2,350.50	
SQUARE ONE HEATING & COOLING							
General Fund	1840	SQUARE ONE HEATING & COO	i40471	DPW HVAC MAINTENANCE - RO	01/04/2024	120.00	100-41-64240 Building Repairs & Maintenance
General Fund	1840	SQUARE ONE HEATING & COO	i40528	DPW HVAC - TUBE REPLACEM	01/11/2024	240.00	100-41-64240 Building Repairs & Maintenance
General Fund	1840	SQUARE ONE HEATING & COO	i40563	DPW HVAC - FILTER REPLACE	01/11/2024	369.19	100-41-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:						729.19	
STATE OF WISCONSIN							
General Fund	1861	STATE OF WISCONSIN	DECEMBER 2	DECEMBER 2023 MUNI COURT	01/15/2024	8,395.19	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:						8,395.19	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title	
STREICHERS								
General Fund	1895	STREICHERS	11675087	OFC VANDE VUSSE BELT LOOP	01/08/2024	29.99	100-30-50290	Other Personnel Benefits
Total STREICHERS:						29.99		
STRUCKN DESIGN								
General Fund	9199	STRUCKN DESIGN	1891	POLICE/FIRE GRAPHICS ON UT	12/29/2023	1,750.00	100-30-63300	Vehicle Repairs & Maintenance
Total STRUCKN DESIGN:						1,750.00		
TAX REFUND VENDOR								
Tax Collection	8997	TAX REFUND VENDOR	042204053000	PROPERTY TAX REFUND 2023 -	12/15/2023	31.15	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042204062000	PROPERTY TAX REFUND - 0422	12/21/2023	38.77	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042204092000	PROPERTY TAX REFUND 2023 -	12/14/2023	37.60	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042204161000	PROPERTY TAX REFUND - 0422	12/20/2023	162.50	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042204261000	PROPERTY TAX REFUND 2023 -	12/15/2023	137.45	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042204262000	PROPERTY TAX REFUND 2023 -	12/13/2023	146.05	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042204294000	PROPERTY TAX REFUND 2023 -	12/20/2023	200.11	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042206008000	PROPERTY TAX REFUND 2023 -	12/15/2023	45.00	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042213017140	PROPERTY TAX REFUND - 042	12/21/2023	275.42	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042223100015	PROPERTY TAX REFUND 2023 -	12/19/2023	92.10	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042236201000	PROPERTY TAX REFUND - 042	12/14/2023	275.42	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042307098000	PROPERTY TAX REFUND 2023 -	12/19/2023	104.63	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042308364000	PROPERTY TAX REFUND 2023 -	12/19/2023	124.97	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042317109000	PROPERTY TAX REFUND - 042	12/22/2023	76.21	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042317400020	PROPERTY TAX REFUND 2023 -	12/19/2023	1,314.09	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042318176000	PROPERTY TAX REFUND 2023 -	12/13/2023	476.63	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042321004060	PROPERTY TAX REFUND 2023 -	12/18/2023	353.51	290-26630-000	Advanced Tax Collections
Tax Collection	8997	TAX REFUND VENDOR	042321466502	PROPERTY TAX REFUND 2023 -	12/18/2023	275.42	290-26630-000	Advanced Tax Collections
Storm Water Utility Fund	8997	TAX REFUND VENDOR	104-04-22-08-0	STORM WATER MANAGEMENT	01/18/2024	47.64	502-00-47400	ERU Storm water fee
Total TAX REFUND VENDOR:						4,214.67		
TELEFLEX								
General Fund	9037	TELEFLEX	9507898728	MEDICAL SUPPLIES	01/17/2024	562.50	100-35-64280	Medical Supplies
Total TELEFLEX:						562.50		
THE GLEN AT WATERS EDGE LLC								
TID #5 Fund	9298	THE GLEN AT WATERS EDGE L	REIMBURSEM	TID 5 DEVELOPER REIMBURSE	12/15/2023	635,935.28	415-00-67700	Developer Payments
Total THE GLEN AT WATERS EDGE LLC:						635,935.28		

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ULINE							
Capital Projects Fund	2030	ULINE	172839195	PSB SHELVING; FIRE DEPT	01/18/2024	5,116.21	400-75-65025 PSB-Village Sourced Bldg Impr
Capital Projects Fund	2030	ULINE	172887663	PSB SHELVING; FIRE DEPT	01/18/2024	5,295.85	400-75-65025 PSB-Village Sourced Bldg Impr
Total ULINE:						10,412.06	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470026183	COVERALLS & RAGS	01/02/2024	119.23	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470027211	COVERALLS & RAGS	01/09/2024	119.23	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470028267	COVERALLS & RAGS	01/16/2024	121.15	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						359.61	
WE ENERGIES							
Capital Projects Fund	2121	WE ENERGIES	4855247232	BILLING PERIOD 11/29/2023 TO	01/11/2024	551.09	400-75-65025 PSB-Village Sourced Bldg Impr
Total WE ENERGIES:						551.09	
WISCONSIN DOCUMENT IMAGING							
General Fund	9249	WISCONSIN DOCUMENT IMAGI	519647671	FEB-24; COPIER PRINTER LEA	01/08/2024	2,092.99	100-90-62300 Office Equipment Rental & Main
Total WISCONSIN DOCUMENT IMAGING:						2,092.99	
WISCONSIN HUMANE SOCIETY							
General Fund	2180	WISCONSIN HUMANE SOCIETY	2754	DEC 2023 ANIMAL SHELTERING	01/15/2024	1,300.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:						1,300.00	
Grand Totals:						1,571,854.31	

PAYMENT TOTALS BY FUND

Capital Projects Fund	\$ 233,296.17
Donation Fund	\$ 12,956.65
General Fund	\$ 463,313.86
Recycling Fund	\$ 47,630.21
Refuse Fund	\$ 96,443.66
Sewer Utility Fund	\$ 28,869.45
Storm Water Utility Fund	\$ 11,483.32
Tax Collection	\$ 4,167.03
TID #5 Fund	\$ 656,445.21
Water Utility Fund	\$ 17,248.75
TOTALS	\$1,571,854.31

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD							
General Fund	2434	US BANK CORPORATE CARD	REMY BATTERY	5482001	BATTERIES	100-41-63300 Vehicle Repairs & Mainte	209.90
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0766425-2	DUFFEL BAG FOR SWIFT WATE	100-35-64070 Work Supplies	19.98
General Fund	2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	302114	PATCH TIRE	100-41-63300 Vehicle Repairs & Mainte	25.00
General Fund	2434	US BANK CORPORATE CARD	HARRINGTON IND PLASTICS	04634043	VALVE REPLACEMENT FOR T-1	100-35-64250 Equipment Repairs & Mai	344.40
General Fund	2434	US BANK CORPORATE CARD	HARRINGTON IND PLASTICS	04634043-1	FREIGHT CHARGE FOR VALVE	100-35-64250 Equipment Repairs & Mai	19.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-9065245-8	AED CABINETS; DPW BUILDING	100-41-64240 Building Repairs & Mainte	199.52
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-4033249-2	MECHANIC STOOLS	100-41-63300 Vehicle Repairs & Mainte	295.98
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	58186468,5900	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	738.09
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72546	11 - 30 CU YD CONTAINER	241-00-62800 Waste Disposal	5,115.00
General Fund	2434	US BANK CORPORATE CARD	AMERICAN HEART SHOP CPR	002525602	ACLS INSTRUCTOR FOR STALK	100-35-51300 Education/Training/Confe	42.00
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	112923	RCIC MEETING SUPPLIES	100-13-64070 Work Supplies	64.08
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-5510547-2	MAINTENACE TOOLS, TRAYS A	100-35-64250 Equipment Repairs & Mai	262.57
General Fund	2434	US BANK CORPORATE CARD	FD BACKGROUNDS / PRO	2101110	BACKGROUND INVESTIGATIO	100-35-51100 Testing/Physicals	3,975.00
General Fund	2434	US BANK CORPORATE CARD	QR-CODE-GENERATOR.COM	QRCGPRO-14	2023-2024 QR CODE SOFTWAR	100-90-64300 IT Maintenance & Subscri	191.88
General Fund	2434	US BANK CORPORATE CARD	BADGER OIL EQUIPMENT	WO-1773	PUMP REPAIR	100-41-64240 Building Repairs & Mainte	642.50
General Fund	2434	US BANK CORPORATE CARD	OIL CHANGER	528164	FORD F150 OIL CHANGE; BLDG	100-43-63300 Vehicle Repairs & Mainte	98.68
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	59754518	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	148.06
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536911142	INTERNET CHARGES 11/14/23-1	501-00-64150 Communication Services	89.99
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	015536911142	INTERNET CHARGES 11/14/23-1	500-00-64150 Communication Services	89.99
General Fund	2434	US BANK CORPORATE CARD	MAXIM MEDICAL SERVICE	231717	LATCH VALVE FOR M-11 OXYGE	100-35-64250 Equipment Repairs & Mai	65.76
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2599702	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	687.46
General Fund	2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	302200	TIRES	100-41-63300 Vehicle Repairs & Mainte	870.00
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	58203301	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	984.66
General Fund	2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-202311	NOV-23; MONTHLY TLO USAGE	100-30-62100 Contracted Services	144.60
Water Utility Fund	2434	US BANK CORPORATE CARD	ESRI INC.	94614458	2023-2024 ARC GIS SUBSCRIPT	500-00-64300 IT Maintenance & Subscri	126.57
Sewer Utility Fund	2434	US BANK CORPORATE CARD	ESRI INC.	94614458	2023-2024 ARC GIS SUBSCRIPT	501-00-64300 IT Maintenance & Subscri	126.58
Storm Water Utility	2434	US BANK CORPORATE CARD	ESRI INC.	94614458	2023-2024 ARC GIS SUBSCRIPT	502-00-64300 IT Maintenance & Subscri	126.58
Capital Projects Fun	2434	US BANK CORPORATE CARD	WCCFFB	CALEDONIA20	NEW STATION BEDDING	400-75-65025 PSB-Village Sourced Bld	242.05
General Fund	2434	US BANK CORPORATE CARD	AXON ENTERPRISE, INC.	INUS208327	TASER CARTRIGES/BATTERIES	100-30-64070 Work Supplies	1,832.00
General Fund	2434	US BANK CORPORATE CARD	UPS	0000F5A53648	RETURN PACKAGE	100-35-64040 Postage & Shipping	9.51
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-7929462-9	REPLACEMENT LAPTOP; PARK	100-90-64320 IT Infrastructure	498.00
General Fund	2434	US BANK CORPORATE CARD	T & N TIRE SERVICE	13064	TRUCK TIRES	100-41-63300 Vehicle Repairs & Mainte	2,106.40
Storm Water Utility	2434	US BANK CORPORATE CARD	BLUEBEAM	1773672	2024 BLUEBEAM RENEWAL	502-00-64300 IT Maintenance & Subscri	300.00
General Fund	2434	US BANK CORPORATE CARD	AT & T	414R05002111	12/04/2023 COMMUNICATION T-	100-43-64150 Communication Services	395.02
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72588 72575	9 - 30 CU YD CONTAINERS	241-00-62800 Waste Disposal	4,185.00
General Fund	2434	US BANK CORPORATE CARD	FLAGS CENTER	0096412	FD FLAG SLEEVE AND FRINGE	100-35-64110 Small Equipment	247.00
General Fund	2434	US BANK CORPORATE CARD	IACP	0193943	MEMBERSHIP IACP	100-30-51320 Memberships/Dues	190.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-8606600-3	ENVELOPES	100-30-64030 Office Supplies	45.04
General Fund	2434	US BANK CORPORATE CARD	GROVE OUTDOOR POWER	1669	CHAIN SAW BARS	100-41-64250 Equipment Repairs & Mai	334.25
Capital Projects Fun	2434	US BANK CORPORATE CARD	ULINE	171731333	ITEMS FOR NEW PD EVIDENCE	400-75-65025 PSB-Village Sourced Bld	2,057.78

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-0404961-4	PACKING TAPE	100-30-64030 Office Supplies	41.97
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	111-999429494	PELVIC SLING	250-35-64916 Fire - ARPA Funding Exp	78.27
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-999429494	PELVIC SLING	100-35-64280 Medical Supplies	6.72
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-6178087-3	AIR VALVE	100-41-63300 Vehicle Repairs & Mainte	111.45
General Fund	2434	US BANK CORPORATE CARD	AIR FLOW INC	230342AIA010	RADIANT TUBE	100-41-64240 Building Repairs & Mainte	195.00
Capital Projects Fun	2434	US BANK CORPORATE CARD	WASP BARCODE TECHNOLOGI	522310194	EVIDENCE PRINTER	400-75-65025 PSB-Village Sourced Bld	1,258.77
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	H18945	DRILL BIT	100-41-64250 Equipment Repairs & Mai	11.22
General Fund	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	NPJZ626	2023-2024 MS OFFICE 365 REN	100-90-64300 IT Maintenance & Subscri	19,619.88
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051508	1.46 TN COLD PATCH	100-41-64090 Road Maintenance Materi	254.04
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051532	1.15 TN COLD PATCH	100-41-64090 Road Maintenance Materi	200.10
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-8622147-8	FRONT ROTORS BATT-11	100-35-63300 Vehicle Repairs & Mainte	193.59
General Fund	2434	US BANK CORPORATE CARD	RITTERTECH	D29678-001	HYDRAULIC FITTINGS	100-41-63300 Vehicle Repairs & Mainte	390.45
General Fund	2434	US BANK CORPORATE CARD	RITTERTECH	D29678-002	HYDRAULIC FITTINGS	100-41-63300 Vehicle Repairs & Mainte	303.21
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	H19447	STIHL HARD HAT	100-41-64070 Work Supplies	80.48
Capital Projects Fun	2434	US BANK CORPORATE CARD	ULINE	171907657	3 STEP LADDER FOR EVIDENC	400-75-65025 PSB-Village Sourced Bld	481.00
General Fund	2434	US BANK CORPORATE CARD	FARM & FLEET	25912745	TOOLS FOR MAINTENANCE DIV	100-35-64250 Equipment Repairs & Mai	805.00
Capital Projects Fun	2434	US BANK CORPORATE CARD	PRESSURE WASHERS DIRECT	PWD3670908	PRESSURE WASHER NEW PD	400-75-65025 PSB-Village Sourced Bld	1,669.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-7223480-8	HARD DRIVE FOR BUREAU	100-30-64030 Office Supplies	164.99
Water Utility Fund	2434	US BANK CORPORATE CARD	AMAZON	112-33678686-	METER READING ANTENNA PA	500-18701-107 CIP - Meters	23.17
General Fund	2434	US BANK CORPORATE CARD	CAMPING WORLD #148	698	PARTS FOR THE SAFETY TRAIL	100-35-64250 Equipment Repairs & Mai	99.99
General Fund	2434	US BANK CORPORATE CARD	ARAMARK	860112340113	NOV 23 UNIFORMS	100-35-62100 Contracted Services	736.65
General Fund	2434	US BANK CORPORATE CARD	NFGPROFESSIONAL FIRE	121223	PEER SUPPORT TRAINING CLA	100-35-51300 Education/Training/Confe	150.00
General Fund	2434	US BANK CORPORATE CARD	AIR FLOW INC	230342AIA010	RADIANT TUBE	100-41-64240 Building Repairs & Mainte	228.00
General Fund	2434	US BANK CORPORATE CARD	RITTERTECH	D30869-001	HYD HOSE	100-41-63300 Vehicle Repairs & Mainte	72.94
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	111-1207186-4	FOREHEAD THERMOMETER	250-35-64916 Fire - ARPA Funding Exp	9.38
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-1207186-4	FOREHEAD THERMOMETER	100-35-64280 Medical Supplies	11.60
Capital Projects Fun	2434	US BANK CORPORATE CARD	AMAZON	111-8236758-6	PSB; POWER CORDS FOR SER	400-75-65025 PSB-Village Sourced Bld	99.38
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-3824070-5	NOX SENSOR	100-41-63300 Vehicle Repairs & Mainte	200.62
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-5966184-1	12/12/2023 ASOIH 83A TONER C	100-11-64030 Office Supplies	45.57
General Fund	2434	US BANK CORPORATE CARD	BRIAN HOUTSINGER SNAP	1212237129	TOOLS	100-41-63300 Vehicle Repairs & Mainte	1,791.75
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	64082214	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	677.54
General Fund	2434	US BANK CORPORATE CARD	LINCOLN CONTRACTORS SUP	I80622	HIGHWAY SURVEY LASER	100-41-64110 Small Equipment	2,745.00
General Fund	2434	US BANK CORPORATE CARD	LINCOLN CONTRACTORS SUP	I80622	ENGINEER WORK SUPPLIES	100-42-64070 Work Supplies	453.63
General Fund	2434	US BANK CORPORATE CARD	LINCOLN CONTRACTORS SUP	I80622	HIGHWAY SURVEY ROD	100-41-64070 Work Supplies	215.99
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-9235508-3	PAPER	100-40-64070 Work Supplies	38.11
General Fund	2434	US BANK CORPORATE CARD	REMY BATTERY	5480729	TRUCK BATTERIES	100-41-63300 Vehicle Repairs & Mainte	328.05
General Fund	2434	US BANK CORPORATE CARD	REMY BATTERY	5481258	BATTERIES	100-41-63300 Vehicle Repairs & Mainte	37.20
General Fund	2434	US BANK CORPORATE CARD	REMY BATTERY	5481443	BATTERY	100-41-63300 Vehicle Repairs & Mainte	129.95
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	64168432	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	28.20
General Fund	2434	US BANK CORPORATE CARD	PSI SERVICES, LLC	B0YTTS33	OFC WELLS DRONE TEST	100-30-51300 Education/Training/Confe	175.00
General Fund	2434	US BANK CORPORATE CARD	LINCOLN CONTRACTORS SUP	I80495	ASPHALT PAVING CREW MATE	100-41-64090 Road Maintenance Materi	1,431.42

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
Water Utility Fund	2434	US BANK CORPORATE CARD	L-COM	PSIN1258647	METER READING ANTENNA	500-18701-107 CIP - Meters	55.68
General Fund	2434	US BANK CORPORATE CARD	BADGER OIL EQUIPMENT	WO-1863	GAS PUMP REPAIRS	100-41-64240 Building Repairs & Mainte	929.74
General Fund	2434	US BANK CORPORATE CARD	HOME DEPOT	0003309671	CUSTODIAN TOOLS - VILLAGE	100-43-64070 Work Supplies	547.10
Capital Projects Fun	2434	US BANK CORPORATE CARD	AMAZON	111-2470056-4	NETWORK RACK SCREWS	400-75-65025 PSB-Village Sourced Bld	42.45
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-0041579-8	CAR CHARGER FOR MED 32	100-35-64110 Small Equipment	20.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-2120359-7	CASES AND MOUNTING CHAR	100-35-64070 Work Supplies	351.17
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6451397-6	WRITING PADS	100-13-64030 Office Supplies	53.26
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	11/23/2023 TELEPHONE CHARG	501-00-64150 Communication Services	190.15
Water Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	11/23/2023 TELEPHONE CHARG	500-00-64150 Communication Services	190.15
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	11/23/2023 TELEPHONE CHARG	100-30-64150 Communication Services	1,675.53
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	11/23/2023 TELEPHONE CHARG	100-35-64150 Telephone	1,129.16
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	11/23/2023 TELEPHONE CHARG	100-43-64150 Communication Services	837.77
General Fund	2434	US BANK CORPORATE CARD	WPSG, INC	SO329779	REFLECTIVE HELMET STICKER	100-35-64070 Work Supplies	23.74
General Fund	2434	US BANK CORPORATE CARD	CAMPING WORLD #148	TT2967	LENS AND TRIM FOR TRAILER	100-35-64250 Equipment Repairs & Mai	48.68
General Fund	2434	US BANK CORPORATE CARD	HOME DEPOT	WM55263593	CUSTODIAN TOOLS - VILLAGE	100-43-64070 Work Supplies	599.00
Donation Fund	2434	US BANK CORPORATE CARD	AMERICAN HEART SHOP CPR	002551016	INSTRUCTOR COURSE VIDEOS	250-35-64195 Fire Dept - CPR Classes	328.45
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501120	DECEMBER 2023 INTERNET SE	100-43-64150 Communication Services	1,501.26
Water Utility Fund	2434	US BANK CORPORATE CARD	TRANSPORTATION SUPPLY	120180537758	RE-DELIVERY FEE	500-00-64070 Work Supplies	22.50
Sewer Utility Fund	2434	US BANK CORPORATE CARD	TRANSPORTATION SUPPLY	120180537758	RE-DELIVERY FEE	501-00-64070 Work Supplies	22.50
Capital Projects Fun	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	243834173	PSB; TV DISPLAY MONITORS	400-75-65025 PSB-Village Sourced Bld	7,952.70
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	72677	5.75 HRS OF BRUSH SHREDDI	241-00-62800 Waste Disposal	3,331.25
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	H26210	FASTNERS	100-41-63300 Vehicle Repairs & Mainte	35.42
General Fund	2434	US BANK CORPORATE CARD	WISCONSIN CHIEFS OF POLIC	10591	MEMBERSHIP RENEWAL CHIEF	100-30-51320 Memberships/Dues	150.00
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5027702-6	MANNIQUIN TRAINING KITS	250-35-64195 Fire Dept - CPR Classes	3,605.90
Capital Projects Fun	2434	US BANK CORPORATE CARD	BEST BUY	243834168	PSB; TV DISPLAY MONITORS	400-75-65025 PSB-Village Sourced Bld	6,174.82
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5648709-4	REFLECTIVE FF HELMET STICK	100-35-64070 Work Supplies	12.44
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-4154827-6	SCRUBBING CLEANSER	100-41-63300 Vehicle Repairs & Mainte	181.90
General Fund	2434	US BANK CORPORATE CARD	THE SHOOTERS' SPORTS CLU	301069	AMMUNITION	100-30-64070 Work Supplies	96.88
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	962300282720	DEC 2023 PHONE AND INTERN	100-43-64150 Communication Services	1,845.14
Capital Projects Fun	2434	US BANK CORPORATE CARD	TOOLOTS INC	100230997	COMMERCIAL FREEZER FOR N	400-75-65025 PSB-Village Sourced Bld	2,147.76
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	111-4045153-6	CPR TRAINING EQUIPMENT	250-35-64195 Fire Dept - CPR Classes	414.70
Capital Projects Fun	2434	US BANK CORPORATE CARD	AMAZON	112-0317262-5	WOOD WALL MOUNT	400-75-65025 PSB-Village Sourced Bld	88.93
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	2605180	MEDICAL SUPPLIES	100-35-64280 Medical Supplies	194.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9950636156	SCADA ALARM SYSTEM 12/2/23	501-00-64150 Communication Services	20.01
Water Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9950636156	SCADA ALARM SYSTEM 12/2/23	500-00-64150 Communication Services	20.00
General Fund	2434	US BANK CORPORATE CARD	MAGNUM ELECTRONICS	PMLN7698A	HOLSTER	100-30-64070 Work Supplies	102.53
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC051594	TAR / PALLET	100-41-64090 Road Maintenance Materi	2,127.72
General Fund	2434	US BANK CORPORATE CARD	HARBOR FREIGHT	000358036043	TOLLS FOR MECHANICS AT ST	100-35-64110 Small Equipment	36.98
Capital Projects Fun	2434	US BANK CORPORATE CARD	HARBOR FREIGHT	003582312030	TOOL BOXES FOR STATIONS 11	400-75-65025 PSB-Village Sourced Bld	301.99
General Fund	2434	US BANK CORPORATE CARD	HARBOR FREIGHT	003582312030	TOOL BOXES FOR STATIONS 11	100-35-64110 Small Equipment	621.98
Capital Projects Fun	2434	US BANK CORPORATE CARD	AMAZON	112-0317262-5	HELMET WALL MOUNTS	400-75-65025 PSB-Village Sourced Bld	82.82

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	ZUERN BUILDING PRODUCTS	524720	PLOW TRUCK SIDE BOARDS	100-41-63300 Vehicle Repairs & Mainte	105.50
General Fund	2434	US BANK CORPORATE CARD	EMERGENCY MEDICAL PRODU	DEBIT0018345	CREDIT FOR RETURN OF DEFI	100-35-64280 Medical Supplies	1,358.34-
General Fund	2434	US BANK CORPORATE CARD	ZOOM	INV232834824	DEC-23; VIDEO CONFERCING S	100-21940-000 Accrued Expenses-Cred	31.98
General Fund	2434	US BANK CORPORATE CARD	MAGNUM ELECTRONICS	SO101202-1	CREDIT FOR TAXES CHARGED	100-30-64070 Work Supplies	4.88-
Total US BANK CORPORATE CARD:							100,631.53
Grand Totals:							100,631.53

PAYMENTS BY FUND

Capital Projects Fund	\$ 22,600.44
Donations Fund	\$ 4,436.70
General Fund	\$ 59,559.27
Recycling Fund	\$ 12,631.25
Sewer Utility Fund	\$ 449.23
Storm Water Utility Fund	\$ 426.58
Water Utility Fund	\$ 528.06
TOTALS	\$100,631.53