

***REVISED* VILLAGE BOARD MEETING**
AGENDA Tuesday, November 12, 2024 at
6:00 p.m. Caledonia Village Hall - 5043
Chester Lane Caledonia, WI 53402

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes:** Village Board – October 22, 2024

5. **Public Hearing** - Approving and Authorizing the Adoption of the 2025 Budget for the Village of Caledonia, Authorizing Fees, Capital Projects, Setting Various Tax Levies and Imposing a Special Charge for the Annual Storm Water Management Fee Against Property (Item 7D)

6. **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.

7. **Ordinances and Resolutions**
 - A. **Ordinance 2024-15** – To Amend Section 16-6-13(C)(5) of the Code of Ordinances of the Village of Caledonia, Racine County, Wisconsin, Expanding the Description of Warehousing and Including Establishments Used for the Storage, Management, Processing, and Transmission of Digital Data Which Houses Computer Network Equipment Associated with Digital Data Storage and Operations Under the Zoning Code (*Plan Commission 10/28, 6-0*)

 - B. **Ordinance 2024-16** – To Amend Section 16-10-3(B)(3) of the Code of Ordinances of the Village of Caledonia, Racine County, Wisconsin, to Apply Residential District Accessory Building Regulations to Parcels Zoned A-2, Agricultural District and are Less Than Three Acres in Size Under the Zoning Code (*Plan Commission 10/28, 6-0*)

 - C. **Resolution 2024-112** – Approving a Conditional Use Permit to Park No More Than Four Dump Trucks Inside an Existing Pole Barn Located at 7938 Douglas Avenue, Village of Caledonia, Racine County, WI, Vianey Sanchez and David Sanchez-Mora, Applicants and Owners

 - D. **Resolution 2024-113** – Approving and Authorizing the Adoption of the 2025 Budget for the Village of Caledonia, Authorizing Fees, Capital Projects, Setting Various Tax Levies and Imposing a Special Charge for the Annual Storm Water Management Fee Against Property

 - E. **Resolution 2024-114** – Authorizing the Issuance and Sale of \$9,495,000 General Obligation Promissory Notes, Series 2024A (*VB 10/8/24, 7-0*)

 - F. **Resolution 2024-115** – Designating Officials Authorized to Declare Official Intent Under Reimbursement Bond Regulations (*VB 10/8/24, 7-0*)

 - G. **Resolution 2024-116** – Authorizing the Village of Caledonia to Enter Into a Contract With Johns Disposal Regarding Refuse and Recycling Service in the Village of Caledonia for 2025-2029 (*CoW 10/22/24, 5-0*)

- H. **Resolution 2024-117** – Authorizing the Village of Caledonia to Enter Into a Contract with the Ready Rebound Program (*CoW 10/22/24, 5-0*)
- I. **Resolution 2024-118** – Authorizing the Village of Caledonia to Make a Donation of \$7,000.00 to the Wisconsin Humane Society – Racine Campus as Goodwill for Services Rendered (*CoW 10/22/24, 5-0*)
- J. **Resolution 2024-119** – Authorizing The Village Of Caledonia To Enter Into A Right Of Entry Agreement Between Hintz Real Estate Development Company, LLC and the Village of Caledonia Regarding the Property Located at 13038 Golf Road
- K. **Resolution 2024-120** – Authorizing the Village of Caledonia to Execute a Settlement Agreement, Mutual Release, and Agreement to Purchase and a Sanitary Sewer Easement Agreement with Ronald P. Schultz
- L. **Resolution 2024-121** – Authorizing the Village of Caledonia to Execute a Settlement Agreement, Mutual Release, and Agreement to Purchase and a Sanitary Sewer Easement Agreement with Hillside Development Of Caledonia Limited Partnership

- 8. **New Business**
 - A. Approval of A/P checks
 - B. Approval of US Bank List

- 9. **Continuing Business**
 - None

- 10. **Closed Session**
 - A. **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 discuss the Caledonia Police Department Contract, the Caledonia Highway Department Contract, the Ashley Capital Development Agreement for South Hills Commerce Center, and to discuss a requested amendment to sale agreement with Hintz Real Estate Development Company for 13038 Golf Road.

 - B. **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.

- 11. **Adjournment**

Village Board Meeting Minutes
October 22, 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

President Weatherston led the board in the Pledge of Allegiance to the Flag.

3 - Roll Call

PRESENT: 5 – President Weatherston, Trustee Stillman, Trustee Lambrecht, Trustee McManus, and Trustee Wishau

EXCUSED: 2 – Trustee Pierce and Trustee Martin

STAFF: Administrator Todd Willis, Village Engineer Ryan Schmidt, Finance Director Wayne Krueger, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Village Attorney Elaine Ekes, Deputy Clerk Norgie Metzinger, and Clerk Jennifer Olsen

4 – Approval of Minutes

Motion by Trustee Stillman to approve the minutes of the October 8, 2024 Village Board meeting, seconded by Trustee McManus. **The motion carried 5-0.**

5 – Public Comment

The following people appeared to speak before the Board:

1. Al Januchowski, Charles St – Advised the Board that he is applying for a Kennel License to address dogs at large issue.

6 – Ordinances and Resolutions

A. Resolution 2024-107 – Authorizing the Caledonia Police Department to Sign a Memorandum of Understanding to Be a Participating Agency in a Newly Formed Kenosha Racine Area Investigative Team (KRAIT) (CoW 10/8/24, 7-0)

Motion by Trustee McManus to approve the resolution, seconded by Trustee Stillman. **Motion carried 5-0.**

B. Resolution 2024-108 – Authorizing the Village of Caledonia to Enter Into A Contract with the Wisconsin Humane Society for Humane Animal Control Services for 2025 (CoW 10/8/24, 7-0)

Motion by Trustee Lambrecht to approve the resolution, seconded by Trustee McManus. **Motion carried 5-0.**

C. Resolution 2024-109 – Authorizing the Village of Caledonia to Enter Into a Contract with the City of Racine Regarding Bus Service in the Village of Caledonia for 2025

Motion by Trustee McManus to approve the resolution, seconded by Trustee Stillman. **Motion carried 5-0.**

7 - New Business

A. Approval of A/P checks

Motion by Trustee Wishau to approve the A/P Checks, seconded by Trustee McManus. **Motion carried, 5-0.**

B. Approval of US Bank List

Motion by Trustee Wishau to approve the US Bank List, seconded by Trustee Lambrecht. **Motion carried, 5-0.**

8 Closed Session

- A. 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 discuss the offer to purchase received by the Village for 6040 Douglas Avenue, and pursuant to s. 19.85(1)(g), Wis. Stat., conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, **specifically:** to discuss a settlement offer/mediation in Racine County Circuit Court Case No. 2024CV0190, Village of Caledonia vs. Kim LaPointe, 6121 Highway 31 Code Enforcement Case.

Motion by Trustee McManus to go into closed session, seconded by Trustee Stillman. Motion carried by the following roll call vote:

Ayes: 5 – Weatherston, Stillman, Lambrecht, McManus, and Wishau

Absent: 2 – Pierce and Martin

- B. 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 McManus. Motion carried 5-0.

- C. Resolution 2024-110 – Authorizing the Village of Caledonia to Enter Into a Settlement Agreement with the Property Owner to Resolve Case 24CV190 in Relation to Property Maintenance Violations**

Motion by Trustee Stillman to approve the resolution, seconded by Trustee McManus. **Motion carried 5-0.**

D. Resolution 2024-111 – Approving an Amendment to Offer to Purchase of a Parcel of Land with Parcel No. 104-04-23-18-300-230, Located at the Corner of Five Mile Road and Douglas Avenue in Caledonia

Motion by Trustee Stillman to approve the resolution at the selling price of \$630,000, seconded by Trustee McManus. **Motion carried 5-0.**

9 – Continuing Business

None

10 – Adjournment

President Weatherston adjourned the meeting at 6:24 p.m.

*Respectfully submitted:
Jennifer Olsen
Village Clerk*

**ORDINANCE NO. 2024-15
VILLAGE OF CALEDONIA**

AN ORDINANCE TO AMEND SECTION 16-6-13(c)(5) OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, EXPANDING THE DESCRIPTION OF WAREHOUSING AND INCLUDING ESTABLISHMENTS USED FOR THE STORAGE, MANAGEMENT, PROCESSING, AND TRANSMISSION OF DIGITAL DATA WHICH HOUSES COMPUTER NETWORK EQUIPMENT ASSOCIATED WITH DIGITAL DATA STORAGE AND OPERATIONS UNDER THE ZONING CODE

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

1. That Section 16-6-13(c)(5) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

 "(5) Warehousing means any of the following:
 - (a) Establishments engaged in the storage or movement of goods for themselves or other firms or the sale, lease, or rental of goods primarily intended for industrial, institutional, or commercial businesses.
 - (b) Establishments engaged in long-term and short-term storage of goods that do not meet the definition of a self-service storage facility.
 - (c) Establishments used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations."

2. To the extent any provision of this ordinance conflicts with another Section of the Zoning Code under Title 16, this ordinance shall apply.

3. This ordinance shall take effect upon adoption and publication as required by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**ORDINANCE NO. 2024-16
VILLAGE OF CALEDONIA**

**AN ORDINANCE TO AMEND SECTION 16-10-3(b)(3) OF THE CODE OF
ORDINANCES OF THE VILLAGE OF CALEDONIA, RACINE COUNTY,
WISCONSIN, TO APPLY RESIDENTIAL DISTRICT ACCESSORY BUILDING
REGULATIONS TO PARCELS ZONED A-2, AGRICULTURAL DISTRICT AND ARE
LESS THAN THREE ACRES IN SIZE UNDER THE ZONING CODE**

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

1. That Section 16-10-3(b)(3) of the Code of Ordinances for the Village of Caledonia be, and hereby is, amended to read as follows:

 "(3) Agricultural Zoned Parcels – Size, Location, and Setbacks: Parcels 3 acres or less and zoned Agricultural shall conform to Section 16-10-3(a): Residential Accessory Structures."
2. To the extent any provision of this ordinance conflicts with another Section of the Zoning Code under Title 16, this ordinance shall apply.
3. This ordinance shall take effect upon adoption and publication as required by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2024-112
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO PARK NO MORE THAN
FOUR DUMP TRUCKS INSIDE AN EXISTING POLE BARN LOCATED AT 7938 DOUGLAS
AVENUE, VILLAGE OF CALEDONIA, RACINE COUNTY, WI, VIANEY SANCHEZ AND
DAVID SANCHEZ-MORA, APPLICANTS AND OWNERS**

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

WHEREAS, David Sanchez-Mora, Applicant, has requested an approval of a conditional use permit to park no more than four dump trucks inside an existing pole barn on the parcel located at 7938 Douglas Avenue, Parcel ID No. 104-04-22-12-008-000, Village of Caledonia, Racine County, WI; and,

WHEREAS, the Village of Caledonia Plan Commission recommended approval of the request for a conditional use subject to conditions attached hereto as Exhibit A, and that the Village Board considers the proposed use proper for the following reasons:

1. The proposed use is allowed by underlying zoning through the conditional use process.
2. The proposed use will not negatively impact neighboring parcels.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia, that the requested conditional use permit set forth above, is hereby approved for the same reasons set forth above and subject to the same contingency imposed by the Village Plan Commission.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

EXHIBIT A: 7839 Douglas Avenue Conditions of Approval

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Applicant, and any other users of the Property Owner with respect to the uses on the Property.
3. **Plans.** The proposed use (parking of four dump trucks) must be located within the existing pole building on the parcel as shown on the plan received by the Village Planning & Zoning Department on September 20, 2024.
4. **Hours of Operation.** The hours of operation of the proposed business operation are from 7:00 a.m. – 5:00 p.m. Monday through Saturday.
5. **Dump Truck Parking/Storage/Maintenance.** This conditional use approval authorizes the indoor storage and maintenance of no more than four dump trucks to be stored inside the existing pole barn. All vehicle maintenance must be conducted inside of the existing pole barn.
6. **Expiration.** This approval will expire six (6) months from the date of the Village’s final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur unless the Village of Caledonia Plan Commission and the Village Board grants a written extension. Written extension requests must be submitted to the Village Planning & Zoning Department thirty (30) days before permit/approval expiration.
7. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
8. **Amendments to Conditional Use Approval.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia’s prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Zoning Administrator, may be made at a staff level, if authorized by the Zoning Administrator.
9. **Agreement.** Your accepting the conditional use approval/zoning permit and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, David Sanchez, David SM Trucking LLC and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
10. **Subsequent Owners.** It is the property owner’s responsibility to inform any subsequent owner or operator of these conditions.

**RESOLUTION NO. 2024-113
VILLAGE OF CALEDONIA**

**RESOLUTION APPROVING AND AUTHORIZING THE ADOPTION OF THE 2025
BUDGET FOR THE VILLAGE OF CALEDONIA, AUTHORIZING FEES, CAPITAL
PROJECTS, SETTING VARIOUS TAX LEVIES AND IMPOSING A SPECIAL
CHARGE FOR THE ANNUAL STORM WATER MANAGEMENT FEE
AGAINST PROPERTY**

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

WHEREAS, there is a need to adopt a budget for the year 2025 to authorize fees and capital projects and set annual tax levies; and

WHEREAS, the Village Administrator’s Proposed Budget dated September 10, 2024, was presented to the Village Board for consideration; and

WHEREAS, the Proposed Budget was amended and as revised and dated October 8, 2024, was approved by the Village Board on October 8, 2024; and

WHEREAS, the Proposed Budget summary was published in the official newspaper for the Village of Caledonia on October 28, 2024; and

WHEREAS, a public hearing on the proposed budget was held by the Village Board on November 12, 2024.

WHEREAS, Section 9-2-12 of the Village’s Code provides that the Village Board shall establish by Resolution the rate for an Equivalent Residential Unit (“ERU”) that shall be imposed to recover all or a portion of the costs incurred by the Village for storm water management purposes by levy as a special charge against property in the Village-Wide Storm Water District, under §66.0627, Wis. Stat.; and

WHEREAS, On October 2, 2024 the Village of Caledonia Utility District Commission recommended to the Village Board that it adopt the Caledonia Utility District Storm Water 2025 Budget based on a total of 16,572.78 ERU’s in the Village-Wide Storm Water Utility District and an overall budget of \$1,080,437.07 for the Village of Caledonia Storm Water Utility District for the time period beginning December 1, 2024 through November 30, 2025; and

NOW, THEREFORE, the Village Board of the Village of Caledonia, Racine County, Wisconsin does hereby resolve:

1. That, as amended, the Proposed Budget dated October 8, 2024, as set forth in Exhibit A, which is attached hereto and incorporated herein, which includes:
 - a. the General Fund
 - b. the Debt Service Fund
 - c. the Capital Projects Fund
 - d. the TID #1 Fund

- e. the TID #3 Fund
- f. the TID #4 Fund
- g. the TID #5 Fund
- h. the TID #6 Fund
- i. the Special Revenue Funds, including,
 - a) the Memorial Park Fund,
 - b) the Refuse Fund
 - c) the Recycling Fund
- j. Caledonia Water Utility District and the Fund therefore
- k. Caledonia Sewer Utility District and the Fund therefore
- l. Caledonia Storm Water Utility District and the Fund therefore

and is hereby approved and adopted as the Village of Caledonia’s 2025 Budget is specifically approved. A copy of the 2025 Budget shall be on file with the Village Clerk.

- 2. That the capital projects which are budgeted for in 2025 are set forth in **Exhibit A** and said capital projects are hereby approved and authorized.
- 3. That, notwithstanding the estimated fee set forth in **Exhibit A**, the “Refuse Fee” for 2025 shall increase to \$124.00 per parcel and the “Recycling Fee” for 2025 shall remain the same at \$70.00 per parcel and shall be collected on the December 2024 tax bill.
- 4. That the amount of \$65.25 per ERU be levied and assessed as part of the 2024 tax roll in accordance with the methodology set forth in the regulating ordinance and report, that being:

- a.

<u>Customer Classification</u>	<u>Storm Water Charge</u>
i. Single Family Residential	1 ERU
ii. Non-Residential	1 ERU per 5,230 sq. ft. of impervious area
iii. Vacant	0.25 ERU
- b. All qualifying properties that are entitled to a credit in accordance with the policy adopted per Resolution No. 2014-74 shall be granted such credit in accordance with the policy prior to placement of the storm water management fee on the 2024 tax roll.
- c. All properties which are exempt from property taxes on the tax roll shall be subject to such a special charge.
- d. Said special charge shall be paid in full on or before January 31, 2025. If not paid, such delinquent special charge shall become a lien as provided in §66.0627(4), Wis. Stat.
- e. The stormwater management rate be, and hereby is, adopted for the time-period beginning December 1, 2024 through November 30, 2025: Rate of \$65.25 per ERU.

- 5. That the amount of \$19,737,552, be levied and assessed upon the taxable property of the Village of Caledonia in 2024 for the 2025 budget year and that this levy shall be allocated among the General Fund, the Debt Service Fund, and the Capital Projects Fund, as set forth in **Exhibit A**.

6. That special assessment revenue from the 3 Mile Project, the Maple Park Subdivision Project and the Woodland Pines Subdivision Project shall be deposited in the special assessment account in the Debt Service Fund Budget.
7. That the following amounts be levied and assessed in 2024 for the 2025 budget year upon the taxable property within the appropriate taxing district as follows:
 - a. \$357,648 upon the taxable property within the Caledonia Sewer Utility District.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 12th day of November 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

EXHIBIT A

2025 Proposed Budget, dated October 8, 2024

https://caledonia-wi.gov/sites/default/files/2025%20Proposed%20Budget%2010.08.2025_0.pdf

**RESOLUTION NO. 2024-114
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$9,495,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2024A**

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

WHEREAS, on October 8, 2024, the Village Board of the Village of Caledonia, Racine County, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2024A (the "Notes") for public purposes, including paying the cost of water system and sewer system improvements inside and outside of Tax Incremental District No. 4, Crawford Park improvements, street improvement projects and the acquisition of a fire truck (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on November 12, 2024;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on November 12, 2024;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of NINE MILLION FOUR HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$9,495,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2024A"; shall be issued in the aggregate principal amount of \$9,495,000; shall be dated December 4, 2024; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2025. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on April 1, 2033 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[The Proposal specifies that [some of] the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed

shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.】

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2025 through 2043 for the payments due in the years 2025 through 2044 in the amounts set forth on the Schedule. The amount of tax levied in the year 2025 shall be the total amount of debt service due on the Notes in the years 2025 and 2026; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2025.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The Village hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the Village on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay debt service on the Notes coming due in 2025 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2024A, dated December 4, 2024" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and

directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by [_____, _____, _____, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the Village Clerk or Village Treasurer] (the "Fiscal Agent"). [The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes].

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the

Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding

restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on April 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
RACINE COUNTY
NO. R-____ VILLAGE OF CALEDONIA \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ December 4, 2024 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2025 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by [_____, _____, _____] OR [the Village Clerk or Village Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$9,495,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of water system and sewer system improvements inside and outside of Tax Incremental District No. 4, Crawford Park improvements, street improvement projects and the acquisition of a fire truck, as authorized by a resolution adopted on November 12, 2024. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on April 1, 2034 and thereafter are subject to redemption prior to maturity, at the option of the Village, on April 1, 2033 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the

Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the Village of Caledonia, Racine County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

**VILLAGE OF CALEDONIA
RACINE COUNTY, WISCONSIN**

By: _____
Thomas Weatherston
President

(SEAL)

By: _____
Jennifer Bass
Village Clerk

DRAFT

[Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Caledonia, Racine County, Wisconsin.

_____, _____

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

**RESOLUTION NO. 2024-115
VILLAGE OF CALEDONIA**

**A RESOLUTION DESIGNATING OFFICIALS AUTHORIZED TO DECLARE
OFFICIAL INTENT UNDER REIMBURSEMENT BOND REGULATIONS**

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

WHEREAS, the Department of the Treasury has issued final regulations (Treas. Reg. Section 1.150-2) (the "Reimbursement Bond Regulations") that, for the purpose of determining whether interest on certain obligations of a state or local government is excluded from gross income for federal income tax purposes, permit the use of the proceeds of tax-exempt obligations to reimburse capital expenditures made prior to the date such obligations are issued only if the state or local government, not later than 60 days of the date of expenditure, declares its official intent to reimburse the expenditure with proceeds of a tax-exempt borrowing;

WHEREAS, the Reimbursement Bond Regulations require that if a current expenditure is to be permanently financed by a later issue of tax-exempt obligations a state or local government must declare its intention to reimburse itself for the expenditure from proceeds of a borrowing not later than 60 days from when the expenditure is made (the "Declaration of Official Intent");

WHEREAS, the Reimbursement Bond Regulations permit a state or local government to designate official(s) or employee(s) to make Declarations of Official Intent on its behalf;

WHEREAS, the Village Board (the "Governing Body") of the Village of Caledonia (the "Issuer") deems it to be necessary, desirable and in the best interest of the Issuer to authorize the Finance Director and the Village Administrator to make a Declaration of Official Intent on its behalf when the Issuer reasonably expects to reimburse itself from the proceeds of a borrowing for certain expenditures for a specific property, project or program which it pays for from other funds prior to the receipt of the proceeds of the borrowing; and

WHEREAS, the Governing Body hereby finds and determines that designating the Finance Director and the Village Administrator with the authority to make Declarations of Official Intent will facilitate compliance with the Reimbursement Bond Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer, pursuant to Treas. Reg. Section 1.150-2(e)(1), that:

Section 1. Authorization to Declare Official Intent. The Finance Director and the Village Administrator are hereby authorized and designated to make Declarations of Official Intent pursuant to the above-referenced Reimbursement Bond Regulations.

Section 2. Form of Declaration. Any such Declaration of Official Intent shall be made in substantially the form attached hereto.

Section 3. Public Availability. Any Declaration of Official Intent shall be maintained in the files of the Issuer and shall be made available for public inspection in compliance with

applicable State law governing the availability of records of official acts of the Governing Body including Subchapter II of Chapter 19, Wisconsin Statutes (the "Public Records Law").

Section 4. Further Authorizations. The Finance Director and the Village Administrator are each hereby further authorized to take such other actions as may be necessary or desirable to comply or evidence compliance with the Reimbursement Bond Regulations.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption and approval.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

NO. _____

DECLARATION OF OFFICIAL INTENT

This is a Declaration of Official Intent of the Village of Caledonia (the "Issuer") to reimburse an expenditure with proceeds of a borrowing or borrowings authorized by the Issuer. This Declaration is made under and pursuant to Treas. Reg. Section 1.150-2. The undersigned has been designated as an official or employee authorized by the Issuer to make this Declaration of Official Intent pursuant to a Resolution adopted on November 12, 2024. This Declaration of Official Intent is a public record maintained in the files of the Issuer and is available for public inspection pursuant to Subchapter II of Chapter 19, Wisconsin Statutes.

The undersigned hereby declares that it is the reasonable expectation of the Issuer to use proceeds of a borrowing or borrowings to be incurred by the Issuer to reimburse expenditures for the property, project or program or from the fund(s)/account(s) described below:

1. 2024 Department of Public Works project; road resurfacing project
2. 2024 Department of Public Works project; Crawford Park Grading – Phase 1
3. 2024 Capital Asset acquisition of a Reliant Pumper Fire Engine.

The maximum principal amount of the borrowing or borrowings to be incurred to reimburse expenditures for the above-described purposes is reasonably expected, on the date hereof, to be \$2,174,000.

The Issuer intends to reimburse itself from borrowed funds within eighteen (18) months, (3 years if the Issuer is a "small issuer") after the later of (a) the date the expenditure is paid or (b) the date the facility is placed in service, but in no event more than 3 years after the expenditure is paid.

No money from sources other than the anticipated borrowing or borrowings is, or is reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer with respect to the expenditure, pursuant to the budgetary and financial circumstances of the Issuer as of the date of this Declaration.

Dated this ____ day of _____, 20__.

By: _____

Title: _____

**RESOLUTION NO. 2024-116
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH JOHNS DISPOSAL REGARDING REFUSE AND RECYCLING
SERVICE IN THE VILLAGE OF CALEDONIA FOR 2025-2029**

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

WHEREAS, the Village of Caledonia has received refuse and recycling services from John’s Disposal in the past and has reviewed a contract extension with John’s Disposal on a 5 year contract basis for said services; and

WHEREAS, John’s Disposal has presented a 2025-2029 agreement for adoption by the Village of Caledonia, for an estimated total amount of \$155,230, which is an estimated \$3,230 (2.1%) increase over the 2024 budgeted amount.

WHEREAS, John’s Disposal has increased the number of bulk pickups for residents from 4 per year to 6 per year, including residents ability to request electronic waste pickup as part of this service.

WHEREAS, John’s Disposal also offers the Village recycling rebates when recycling values exceed \$60/ton, the Village receives a rebate of \$.80/ton.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and John’s Disposal in regard to refuse and recycling services provided for 2025 thru 2029 as set forth in Exhibit A which is attached hereto and incorporated herein, is authorized and approved, and the Village President and Village Clerk are authorized to execute said contract.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk



P.O. BOX 329
 WHITEWATER, WI 53190
 262-473-4700 • Fax: 262-473-6775
 www.johnsdisposal.com
 email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

October 9, 2024

The Village of Caledonia
 Attn: Todd Willis – Village Administrator
 5043 Chester Lane
 Racine, WI 53402

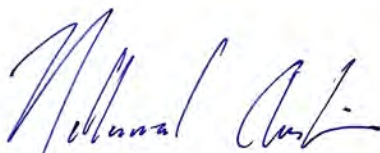
Re: 2025 Rates & Extension Proposal - Revised

Dear Todd & Village Board,

We are approaching the end of our current contract with the Village on December 31, 2024. On September 30, 2023, we requested a 6.5% cost of living increase (\$0.99 per home per month) for the final year of our contract (2024) or, a new five-year contract with a reduced increase request of 4% / \$0.61 in 2024 in exchange for this new agreement. With no formal response received from the Village, we have been billing you this year under our 2023 rates (\$15.24 per month). To continue our relationship with the Village, we are willing to lower our original increase request for 2024 from 6.5% / \$0.99 to 5.0% / \$0.76 and are requesting a 2.1% / \$0.34 CPI increase for 2025, as the first year of a new five-year agreement. See proposed pricing below:

SERVICE	2023	2024 ORIGINAL	INC.	2024 REVISED	INC.	2025 W/ EXTSN	INC.
GARBAGE	\$10.21	\$10.87	\$0.66	\$10.72	\$0.51	\$10.95	\$0.23
RECYCLING	\$5.03	\$5.36	\$0.33	\$5.28	\$0.25	\$5.39	\$0.11
BULK	Included	Included	n/a	included	n/a	Included	n/a
TOTAL	\$15.24	\$16.23	\$0.99	\$16.00	\$0.76	\$16.34	\$0.34

The proposed new contract term would be January 1, 2025 – December 31, 2029. In addition to a rate reduction from our original extension proposal, we would propose to increase the number of bulk items collections from FOUR (4) per home per year to SIX (6) per home per year. Bulk item pickup in the new proposed contract will now include E-waste. Each household electronic item will constitute the entire pickup (i.e. one electronic item OR multiple waste / recycling items per scheduled collection).



Nate Austin
 Municipal Accounts Manager

**RESOLUTION NO. 2024-117
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH THE READY REBOUND PROGRAM**

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

WHEREAS, the Village of Caledonia Village Board has reviewed the Ready Rebound program to help get Village employees back to work quicker following an injury; and

WHEREAS, the Ready Rebound program offers immediate access to a network of providers to improve employee injury response time; and

WHEREAS, the Contract will begin in 2025 and be in effect for three (3) years with an annual cost of \$39,241.00 in years one (1) and two (2) and \$40,025.82 in year three (3); and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia, that a contract between the Village of Caledonia and Ready Rebound is authorized subject to final review and approval of the form of contract by the Administrator and Village Attorney.

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts, agreements, 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 November, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2024-118
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO MAKE A
DONATION OF \$7,000.00 TO THE WISCONSIN HUMANE SOCIETY – RACINE CAMPUS
AS GOODWILL FOR SERVICES RENDERED**

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

WHEREAS, the Village of Caledonia has a continued partnership with the Wisconsin Humane Society – Racine Campus for Stray and Impound Animal Shelter Services; and

WHEREAS, the Village of Caledonia also uses the Wisconsin Humane Society – Racine Campus for the impounding of animals seized by the Police Department; and

WHEREAS, the Wisconsin Humane Society has been a good community partner in matters and recently worked with the Village and dog owners to reach a resolution and waived fees and costs related to the impounding of several dogs; and

WHEREAS, the Village of Caledonia wants to continue to be a good partner with the Wisconsin Humane Society, and its Racine Campus, and to help offset the costs incurred for services rendered, offer the amount of \$7,000.00 as a donation in recognition of the important service that the Wisconsin Humane Society fulfills in our community.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia, that the Village offer a payment of \$7,000.00 to the Wisconsin Humane Society - Racine Campus.

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any 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 November, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2024-119
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO
A RIGHT OF ENTRY AGREEMENT BETWEEN HINTZ REAL ESTATE
DEVELOPMENT COMPANY, LLC AND THE VILLAGE OF CALEDONIA
REGARDING THE PROPERTY LOCATED AT 13038 GOLF ROAD**

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

WHEREAS, the Village Board has an agreement to sell a parcel of land located at 13038 Golf Road (Parcel ID No. 104-04-22-31-021-000) (the “Parcel”) to Hintz Real Estate Development Company, LLC (“Hintz Development”) and as a part of the sale agreement, Hintz Development is required to raze the structures on such Parcel; and

WHEREAS, the closing for the sale of the Parcel is set for November 20, 2024 but Hintz Development has asked for early access to the site to raze the structures and to begin site preparation activities related to work occurring on the adjacent parcel already owned by Hintz Development; and

WHEREAS, Hintz Development has proposed a right of entry agreement attached hereto as **Exhibit A** that would allow for the early access to the Parcel for such activities and under which Hintz Development would indemnify the Village for such activities and Village staff supports the early access in furtherance of advancing development occurring on adjacent properties.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the Right of Entry Agreement between Hintz Development, LLC and the Village for the Parcel located at 13038 Golf Road in the Village of Caledonia, Racine County, Wisconsin, which is attached hereto as **Exhibit A** and incorporated herein, is approved.

BE IT FURTHER RESOLVED, that the Village gives permission for Hintz Development to apply for all necessary permits to raze such structures and perform the initial site preparation activities on such Parcel.

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (“**Agreement**”), effective as of _____, 2024 (the “**Effective Date**”), by and between **HINTZ REAL ESTATE DEVELOPMENT COMPANY, LLC**, a Wisconsin limited liability company (including its successors and assigns, “**Buyer**”) and the **VILLAGE OF CALEDONIA**, a Wisconsin municipal corporation (“**Seller**”).

RECITALS

WHEREAS, Buyer and Seller entered into that certain WB-24 Option to Purchase with Addendum A, dated December 8, 2023, and effective March 26, 2024 (the “**Option**”) for the option to purchase the real property located at 13038 Golf Road, Village of Caledonia, Racine County, Wisconsin, as further described in the Option (the “**Property**”) for which Buyer exercised its option to purchase on October 29, 2024;

WHEREAS, prior to the consummation of the sale of the Property under the Option, Buyer has requested that Seller provide access to the Property to commence razing structures on the Property and commence site preparation (collectively, the “**Work**”) for Buyer’s intended use of the Property (for construction of a biosolids building); and

WHEREAS, Seller has agreed to allow Buyer, and its employees, consultants, contractors, subcontractors, agents and representatives (collectively, “**Performing Parties**”) access to the Property to perform Work prior to the date when the parties anticipate a closing will occur for the conveyance of the Property from Seller to Buyer

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Agreement by this reference, and the promises and covenants contained herein and in the Option, Seller and Buyer agree as follows:

1. Right of Entry. Seller grants to Buyer and the Performing Parties a right and license of entry and access to the Property as reasonably required from time to time for the performance of the Work.
2. Term. The term of this Agreement shall commence on the Effective Date and shall terminate upon the earlier of (i) completion of the Work, or (ii) the date of closing on the conveyance of the Property from Seller to Buyer.
3. Performance Standards; Non-Interference. Buyer shall, at Buyer’s sole cost and expense, procure all permits, approvals and inspections necessary for the Work. All Work shall be performed at Buyer’s sole cost and expense, in a good and workmanlike manner, in compliance with all applicable federal, state and municipal statutes, laws, ordinances, codes, orders, rules and regulations, including, without limitation, those relating to the environment or human health (collectively, “**Laws**”).
4. Indemnification. Buyer shall indemnify, defend and hold harmless Seller and the its officers, agents and employees (collectively, the “**Seller Parties**”) from all claims, losses, damages, costs,

charges, expenses, liabilities, fines and penalties including, but not limited to, reasonable attorneys' fees (collectively, "**Claims**"), to the extent caused, in whole or in part, by any act, error, omission or default of Buyer or the Performing Parties arising out of the performance of the Work and access of the Property under this Agreement, other than to the extent that such Claims arise due to the negligence or intentional misconduct of the Seller or Seller Parties. In addition, Buyer agrees to defend, indemnify, and hold harmless Seller and Seller Parties from and against any and all Claims for which a construction or any other lien may be asserted by any person or entity against the Property as a result of the Work. The provisions of this Section 4 shall survive the expiration or termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, Seller and Buyer acknowledge and agree that the Work performed in accordance with this Agreement is beneficial to the Property and Buyer shall have no obligation or liability hereunder to return the Property to the condition that existed prior to the performance of the Work.

5. Liens. Buyer shall keep the Property free and clear of any and all mechanics and construction liens, encumbrances and charges for or arising out of or in connection with the Work, by, for, or permitted by Buyer on the Property. Buyer shall, within twenty (20) days after receiving notice of any claim of lien on the Property, discharge such lien to the satisfaction of Seller either by the payment of the indebtedness due the claimant, or by filing a bond (as provided by statute) as security therefor.

6. Insurance. During the term of this Agreement, Buyer shall carry, and shall require the Performing Parties to carry, customary insurance including, at a minimum: (a) commercial general liability insurance carried by any party engaged in construction activities on the Property including coverage for personal injury, bodily injury and death, and property damage, of not less than \$1,000,000 per occurrence; and (b) any other insurance as required by Laws.

7. Miscellaneous Provisions.

(a) This Agreement constitutes the entire agreement and understanding between parties with respect to its subject matter hereof and supersedes all prior negotiations and agreements. No amendment to this Agreement shall be valid unless it is in writing and signed by each party.

(b) This Agreement shall be binding upon the respective successors and assigns of the parties.

(c) No act or failure to act by either party will waive any right contained herein. Any waiver by either party must be in writing and signed by such party to be effective.

(d) This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to such jurisdiction's conflict of law principles.

(e) If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement shall remain in full force

and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(f) The undersigned specifically represent that they are authorized to execute this Agreement.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument; provided, however, in no event shall this Agreement be deemed effective unless and until signed by all of the parties hereto. Signatures delivered by email transmission or signed via electronic signature service (such as Adobe or DocuSign) shall be deemed original signatures binding the parties.

[Signature Pages To Follow.]

This Agreement entered into as of the day and year first written above.

**HINTZ REAL ESTATE DEVELOPMENT COMPANY, LLC,
a Wisconsin limited liability company**

By: _____
Dan Hintz, President

**VILLAGE OF CALEDONIA,
a Wisconsin municipal corporation**

By: _____

Name: Thomas Weatherston

Title: Village President

Attest: _____

Name: Jennifer Bass

Title: Village Clerk

**RESOLUTION NO. 2024-120
VILLAGE OF CALEDONIA**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND AGREEMENT TO
PURCHASE AND A SANITARY SEWER EASEMENT AGREEMENT
WITH HILLSIDE DEVELOPMENT OF CALEDONIA LIMITED PARTNERSHIP**

WHEREAS, the Caledonia Utility District and Village of Caledonia have identified a Sanitary Sewer project in TID #4 to expand and extend sanitary sewer service within the District;

WHEREAS, the Caledonia Utility District, through the design of the TID #4 Phase 4 Sanitary Sewer and Watermain Extensions project, has identified Permanent Sanitary Sewer Easements and Temporary Limited Easements that are required from various property owners within TID #4 in order to install the sanitary sewer;

WHEREAS, the Village of Caledonia has adopted Resolution 2019-117 Relocation Order of the Village of Caledonia affecting properties in the Tax Incremental District #4, Phase 4, and providing for the extension of sanitary sewer facilities project in the Village of Caledonia, Racine County, Wisconsin to obtain the required Permanent Sanitary Sewer Easements and Temporary Limited Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals of the identified Permanent Sanitary Sewer Easements and Temporary Limited Easements required for the Project;

WHEREAS, the Village Attorney negotiated with Hillside Development of Caledonia Limited Partnership and their Attorney, to obtain a Permanent Sanitary Sewer Easement and 2 Temporary Limited Easements required for the Project;

WHEREAS, the Owner, Hillside Development of Caledonia Limited Partnership has executed a Settlement Agreement, Mutual Release, and Agreement to Purchase and a Sanitary Sewer Easement Agreement;

WHEREAS, the Caledonia Utility District has placed on its agenda to authorize the President & Secretary of the Caledonia Utility District to execute the Sanitary Sewer Easement Agreement at their December 4, 2024 meeting;

WHEREAS, the President and Clerk of the Village need to execute the Settlement Agreement, Mutual Release, and Agreement to Purchase;

WHEREAS, the President and Clerk of the Village need to execute the Sanitary Sewer Easement Agreement in order for the Sanitary Sewer Easement Agreement to be recorded;

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

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Bass, Village Clerk

SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND AGREEMENT TO PURCHASE

This Settlement Agreement, Mutual Release, and Agreement to Purchase (“Agreement”) is made by and between **Hillside Development of Caledonia Limited Partnership**, a Wisconsin Limited Partnership (“Hillside”) and the **Village of Caledonia**, a municipal corporation (the “Village”), together, the (“Parties”) on this ____ day of October, 2024 to confirm the agreement of the aforesaid Parties.

RECITALS

WHEREAS, the Village instituted certain proceedings to acquire two (2) temporary limited easements and a permanent limited easement over portions of the property owned by Hillside, more accurately described in **Exhibit A** attached hereto and incorporated herein (the “Easements”), for the purpose of sanitary sewer installation and extension across portions of the property owned by Hillside, amongst other properties, (the “Project”).

WHEREAS, the Village has provided an appraisal to Hillside for the Property;

WHEREAS, Hillside submitted its own appraisal to the Village;

WHEREAS, following successful good faith negotiations, the Parties have agreed that Hillside will grant the Easements to the Village for just compensation to be paid by Village, in the amount of \$35,000.00;

WHEREAS, Hillside has agreed to accept the aforesaid amount and execute the Sanitary Sewer Easement Agreement attached hereto as **Exhibit B** and incorporated herein (the “Easement Agreement”) to effectuate the grant of Easements to the Village, in lieu of condemnation.

SETTLEMENT AGREEMENT, MUTUAL RELEASE, WAIVER OF APPEAL RIGHTS AND AGREEMENT TO PURCHASE

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the Parties agree as follows:

1. Recitals. The above recitals are fully incorporated into this Agreement.
2. Just Compensation. The Village will pay Hillside just compensation in the amount of \$35,000.00 for the acquisition of the Easements at the execution and delivery of this Agreement. In exchange for such just compensation payment, Hillside shall execute the Easement Agreement concurrently with this Agreement and deliver both the Easement Agreement and this Agreement to the Village.

3. Use of Easements. The Village is authorized to utilize the Easements upon Hillside's execution and delivery of this Agreement and the Easement Agreement.

4. Converted and Deferred Special Assessment: If the Village decides to impose any special assessments to benefitted properties for the Project, any amount allocated to the Hillside property shall be considered a deferred alternative charge, pursuant to Section 3-2-12 of Chapter 2 of the current Code of Village Ordinances, attached hereto as **Exhibit C**.

5. Full and Final Release and Waiver of All Claims: In exchange for such payment of just compensation, Hillside, for itself, successors, assigns, attorneys, insurers, and agents hereby releases the Village, as well as its successors, assigns, attorneys, insurers, and agents from any and all claims, obligations, and liabilities which they may have, or may have in the future, against the Village arising out of or related to the Property related to any and all claims under Chapter 32 of the Wisconsin Statutes, including but not limited to, any rights to appeal the amount of just compensation and claims therefor.

6. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors, and assigns.

7. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

8. Interpretation of Agreement. The Parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

(a) Neither Party shall be deemed the drafter of this Agreement for purposes of its interpretation; and

(b) The Parties shall attempt in good faith to resolve the dispute.

9. Representation By Counsel; Reliance. Each Party represents that in entering into this Agreement, the Party has relied on its own judgment and on the advice of its attorneys, if applicable, and that no statements or representations made by the other Party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the Party to sign this Agreement.

10. Hillside Representations and Warranties; Indemnification. Hillside hereby represents and warrants that it is the sole and lawful owner of all claims, matters and causes of action they are releasing or dismissing pursuant to this Agreement. Hillside represents and warrants that it has not assigned or transferred to anyone, and will not assign or transfer to anyone, any of said claims. Hillside further hereby agrees to indemnify and hold harmless the Village from any claim, demand, damage, debt, liability, account reckoning, obligation, cost, expense, lien, action or cause of action (including payment of attorneys' fees and costs actually incurred, whether or not litigation be commenced) based upon, in connection with,

arising out of, resulting from, or occasioned by its breach or inaccuracy of the aforementioned warranties and representations. Hillside warrants and represents to Village that it has no notice or knowledge of any: 1) planned or commenced private or public improvements that would materially affect the property other than the planned Project; 2) government agency or court order requiring repair, alteration, or correction of any existing condition; 3) shoreland or special land use regulations affecting the property; 4) underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the Easements.

11. No Representations. Each Party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing Party or any of its employees, attorneys, agents, or representatives. Each Party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

12. Entire Agreement. This Agreement states and constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of negotiation of this Agreement.

13. Use of this Agreement. This Agreement shall not be filed with any court, except for the sole purpose of enforcing this Agreement.

14. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

15. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the Parties.


16. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either Party represents and warrants that the person holds the position indicated with the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the Party. Each Party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the Party is bound.

17. Reading of Agreement. Each person signing this Agreement on behalf of either Party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the Party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

**HILLSIDE DEVELOPMENT OF CALEDONIA
LIMITED PARTNERSHIP**

Dated: October 14, 2024 By: _____


Name: Jay Benkowski, General Partner

VILLAGE OF CALEDONIA

Dated: October _____, 2024 By: _____

Thomas Weatherston, Village President
Attest: _____
Jennifer Olsen, Village Clerk

**EXHIBIT A
LEGAL DESCRIPTIONS**

Parcel 6, 7 & 8, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along North line of said Northwest 1/4 a distance of 388.06 feet to the point of beginning of lands to be described; Thence South 26°16'03" East 215.37 feet; Thence South 16°58'59" East 309.61 feet; Thence South 01°09'26" East 349.84 feet; Thence North 89°25'12" East 212.20 feet to the East line of said Northwest quarter; Thence South 01°09'26" East along said East line 40.00 feet; Thence South 89°25'12" West 262.20 feet; Thence North 01°09'26" West 382.38 feet; Thence North 16°58'59" West 360.58 feet; Thence North 26°16'03" West 169.53 feet to North line of said Northwest 1/4; Thence North 89°35'09" East along said North line 44.45 feet to the point of beginning of lands being described.
Containing 52,246 Square feet (1.20 Ac.) of land more or less.

Temporary Limited Easement 1 (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along said North line of said Northwest 1/4 a distance of 432.51 feet to the point of beginning; Thence continuing South 89° 35' 09" West along said North line 55.56 feet; Thence South 26°16'03" East 189.69 feet; Thence South 16°58'59" East 459.57 feet; Thence South 01°09'26" East 269.40 feet; Thence North 89°25'12" East 20.00 feet; Thence North 01°09'26" West 382.38 feet; Thence North 16°58'59" West 360.58 feet; Thence North 26°16'03" West 169.53 feet to North line of said Northwest 1/4 to the point of beginning of lands being described.
Containing 36,002 Square feet (0.83 Ac.) of land more or less.

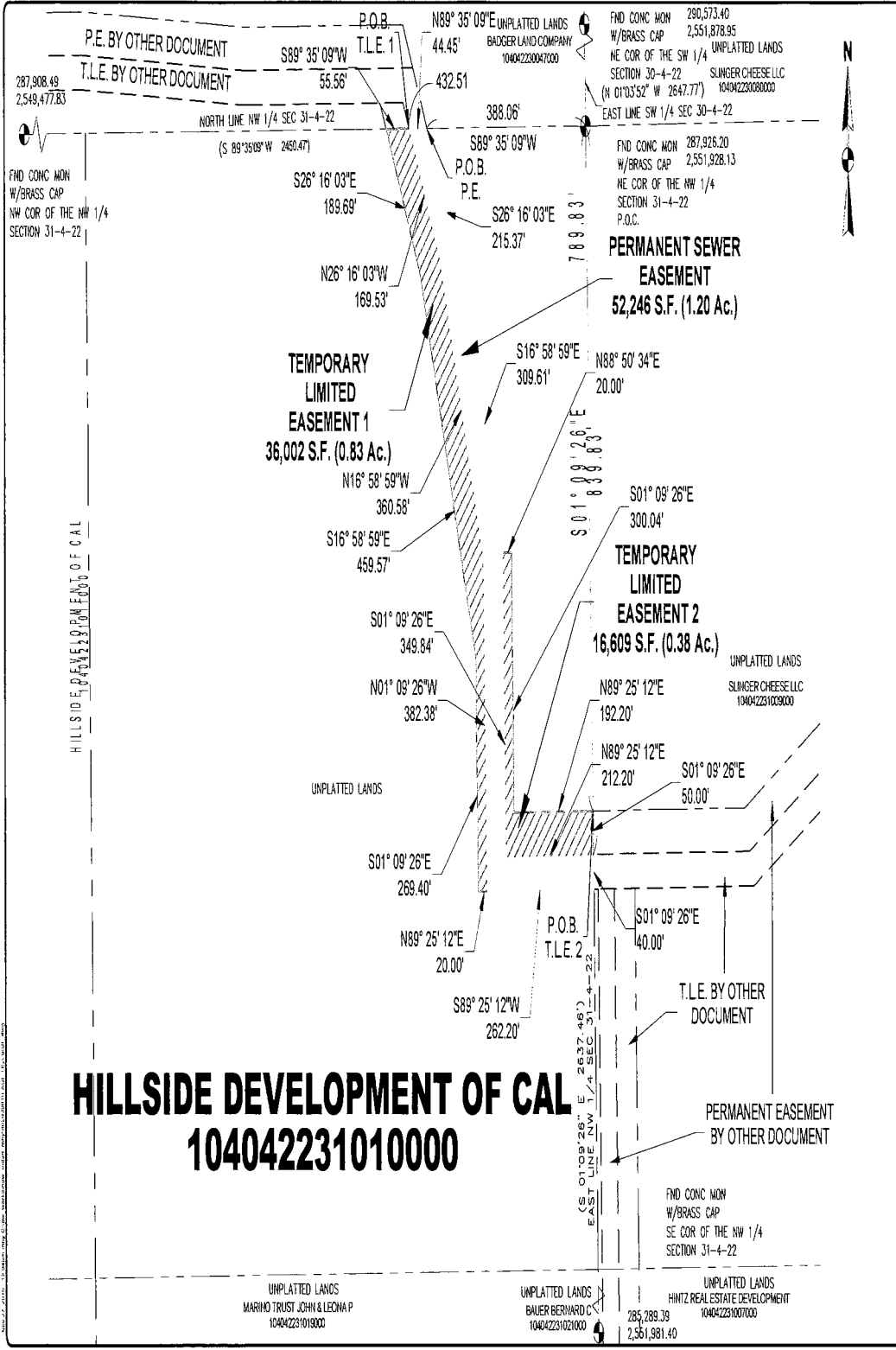
Temporary Limited Easement 2 (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 01° 09' 26" East along the East line of said Northwest 1/4 a distance of 789.83 feet to the point of beginning of the lands being described; Thence continuing South 01° 09' 26" East along said East line 50.00 feet; Thence South 89°25'12" West 212.20 feet; Thence North 01°09'26" West 349.84 feet; Thence North 88°50'34" East 20.00 feet; Thence South 01°09'26" East 300.04 feet; Thence North 89°25'12" East 192.20 feet to East line of said Northwest 1/4 to the point of beginning of lands being described.

Containing 16,609 Square feet (0.38 Ac.) of land more or less.

Address: Golf Road

Tax Key No. 104-04-22-31-010-000



Foth

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 11579
SANTA BARBARA COUNTY
ISSUED 07/26/2005
EXPIRES 07/26/2012

SANITARY SEWER EXTENSIONS
CALLEDONIA UTILITY DISTRICT
RAINE COUNTY
VILLAGE OF CALLEDONIA, WISCONSIN

NO.	DATE	REVISION	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

RELOCATION ORDER EXHIBITS

HORIZONTAL SCALE

1" = 30'

PROJECT NO. 172810

HILLSIDE

SHEET 01 OF 02

EXHIBIT B
EASEMENT AGREEMENT

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT (“Agreement”)** is made and entered into by and between **HILLSIDE DEVELOPMENT OF CALEDONIA LIMITED PARTNERSHIP (“Owner”)**, the **CALEDONIA SEWER UTILITY DISTRICT**, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin (collectively **“the Village”**) as of the ___ day of October, 2024.

RECITALS

- A. Owner is the fee holder of certain real property located in the Village of Caledonia, County of Racine, State of Wisconsin, which is legally described as:

That part of the Northeast ¼ of the Northwest ¼ of Section 31, Township 4 North, Range 22 East in the Village of Caledonia, Racine County, Wisconsin, bounded as follows: Begin at the Northeast corner of the Northeast ¼ of the Northwest ¼; thence West along the North line of said Northwest ¼, 1222.32 feet to a point, a point also being 1228.92 feet East of the Northwest corner of said Section 31; thence South 1320 feet to a point 88.44 feet East of the Southwest corner of the Northeast ¼ of the Northwest ¼; thence East 1231.56 feet to the Southeast corner of the Northeast ¼ of the Northwest ¼; thence North along the East line of the Northwest ¼ of Section 31 to the place of beginning in the Village of Caledonia, County of Racine, State of Wisconsin with Tax Key No. 104-04-22-31-010-000 (“Parent Parcel”).

- B. The Village and Owner have negotiated for the acquisition by the Village of temporary limited easements and a permanent sanitary sewer easement over portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit A** hereto.
- C. The easements are necessary because of the installation of sanitary sewer main improvements to extend sewer services within the Village to serve the Parent Parcel as well as adjacent and other parcels in the surrounding area.

AGREEMENT

For the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.**

- A. **Permanent Sanitary Sewer Easement.** Owner grants to the Village a perpetual, non-exclusive sanitary sewer easement on and under a portion of the Parent Parcel legally described and depicted on attached **Exhibit A** as the Permanent Sewer Easement (“Permanent Sewer Easement Area”). This grant includes the right to enter, construct, reconstruct, maintain, improve, repair, alter or operate a sanitary sewer within the Permanent Sewer Easement Area and appurtenances, including, without limitation, any/all

later modifications or reconstructions thereto, together with right to enter, with all necessary and proper workers, equipment, and materials with respect thereto, for conveying sanitary sewer utility service through, on and under the Permanent Sewer Easement Area, together also with the right to excavate and/or refill ditches and/or trenches as necessary, and to remove such trees, bushes, undergrowth and other obstructions as may interfere with the exercise of this Agreement.

B. **Temporary Limited Construction Easement.** Owner grants to the Village the following temporary limited construction easements and related easement rights on and over that portion of the Parent Parcel described and depicted on attached **Exhibit A** as the Temporary Limited Easements (the “Temporary Limited Easement Area”):

1. The right to enter and use the Temporary Limited Easement Area for the staging and storage of construction materials, vehicles, and equipment for the construction and installation of the sanitary sewer;
2. The right to change the slopes and grades of the Temporary Limited Easement Area, so that the same blend in with and conform to the slopes and grades of the finished project topography and to remove trees, bushes or other vegetation.
3. The finished slopes and grades of the Temporary Limited Easement Area shall be finish-graded by the Village.
4. The Temporary Limited Easement Area described herein shall cease to exist one (1) year from the date of execution unless released earlier in writing by the Village.

2. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of piping or equipment located within the Permanent Easement Area and Temporary Limited Easement Areas to their condition before the disturbance, but the Village shall not be required to restore or replace any trees, bushes and vegetation within such areas that would interfere with the easements granted hereby.

3. **Reserved Rights.** The Owner retains the full right to use the Permanent Sewer Easement Area and Temporary Limited Easement Areas, including all areas at, above or below grade, subject only to the reasonable exercise of the Village’s rights under this Agreement and the Village’s right to review and approve the location of any proposed improvements within the Permanent Sewer Easement Area or Temporary Limited Easement Areas including, but not limited to, a driveway or other means of accessing the Parent Parcel or any of Owner’s adjacent parcels (to and from any public right of way or other access roads/ways or by and among Owner’s parcels). The Village’s reviews and approvals for such driveways or any other proposed improvements shall be made by the Village Engineer and approval shall not be unreasonably withheld or delayed.

4. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and

their respective successors and assigns. The Village shall cause this Agreement to be recorded in the office of the Register of Deeds for Racine County, Wisconsin.

- 5. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
- 6. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
- 7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Racine County, Wisconsin.

IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized officers, have executed this Agreement as of the date indicated above.

Dated this ____ day of October, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Thomas Weatherston and Jennifer Olsen, the President and Clerk of the Village of Caledonia, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.

Notary Public, Racine Co., WI
My Commission: _____

Dated this ____ day of October, 2024.

**CALEDONIA SEWER
UTILITY DISTRICT**

By: _____
Howard Stacey, President
Caledonia Utility District Commission

Attest: _____
Robert Kaplan, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Howard Stacey and Robert Kaplan, the President and Secretary of the Caledonia, Utility District Commission respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the District.

Notary Public, Racine Co., WI
My Commission: _____

Dated this ____ day of October, 2024.

HILLSIDE DEVELOPMENT OF CALEDONIA LIMITED PARTNERSHIP

By: _____
Jay Benkowski, General Partner

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Jay Benkowski, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of Hillside Development of Caledonia Limited Partnership.

Notary Public, Racine Co., WI
My Commission: _____

Drafted by: Atty. Elaine S. Ekes
Pruitt, Ekes & Geary, SC
245 Main St. Suite 404
Racine, WI 53403

770272.135

EXHIBIT A (page 1 of 2)
LEGAL DESCRIPTIONS

Parcel 6, 7 & 8, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along North line of said Northwest 1/4 a distance of 388.06 feet to the point of beginning of lands to be described; Thence South 26°16'03" East 215.37 feet; Thence South 16°58'59" East 309.61 feet; Thence South 01°09'26" East 349.84 feet; Thence North 89°25'12" East 212.20 feet to the East line of said Northwest quarter; Thence South 01°09'26" East along said East line 40.00 feet; Thence South 89°25'12" West 262.20 feet; Thence North 01°09'26" West 382.38 feet; Thence North 16°58'59" West 360.58 feet; Thence North 26°16'03" West 169.53 feet to North line of said Northwest 1/4; Thence North 89°35'09" East along said North line 44.45 feet to the point of beginning of lands being described.
Containing 52,246 Square feet (1.20 Ac.) of land more or less.

Temporary Limited Easement 1 (Hillside property)

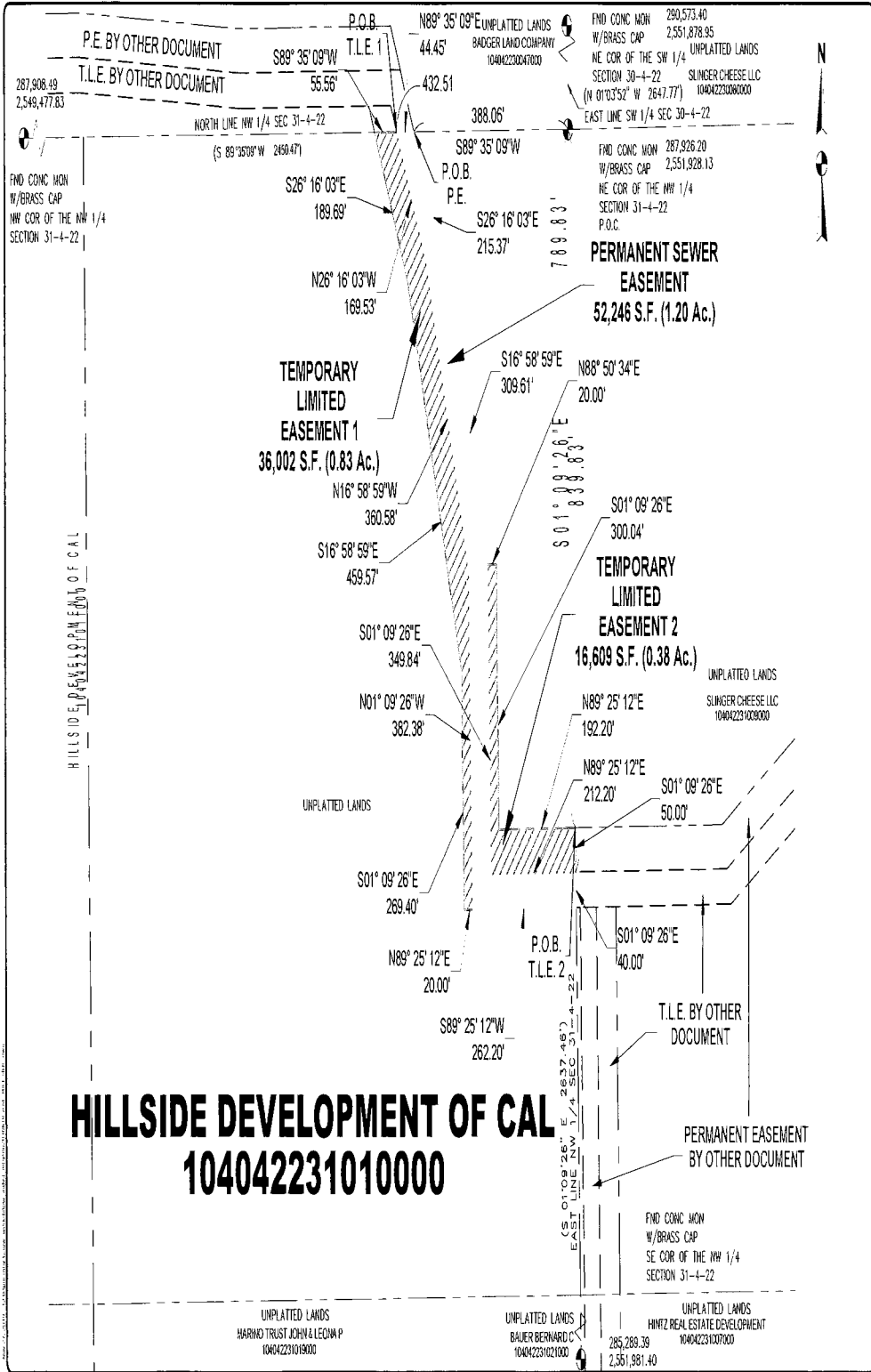
Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 89° 35' 09" West along said North line of said Northwest 1/4 a distance of 432.51 feet to the point of beginning; Thence continuing South 89° 35' 09" West along said North line 55.56 feet; Thence South 26°16'03" East 189.69 feet; Thence South 16°58'59" East 459.57 feet; Thence South 01°09'26" East 269.40 feet; Thence North 89°25'12" East 20.00 feet; Thence North 01°09'26" West 382.38 feet; Thence North 16°58'59" West 360.58 feet; Thence North 26°16'03" West 169.53 feet to North line of said Northwest 1/4 to the point of beginning of lands being described.
Containing 36,002 Square feet (0.83 Ac.) of land more or less.

Temporary Limited Easement 2 (Hillside property)

Land being a part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.
Commencing at the Northeast corner of said Northwest 1/4; Thence South 01° 09' 26" East along the East line of said Northwest 1/4 a distance of 789.83 feet to the point of beginning of the lands being described; Thence continuing South 01° 09' 26" East along said East line 50.00 feet; Thence South 89°25'12" West 212.20 feet; Thence North 01°09'26" West 349.84 feet; Thence North 88°50'34" East 20.00 feet; Thence South 01°09'26" East 300.04 feet; Thence North 89°25'12" East 192.20 feet to East line of said Northwest 1/4 to the point of beginning of lands being described.

Containing 16,609 Square feet (0.38 Ac.) of land more or less.
Address: Golf Road
Tax Key No. 104-04-22-31-010-000

EXHIBIT A (page 2 of 2)



Foth
FOTH ENGINEERING & SURVEYING, PLLC
1000 W. 10th Street, Suite 100
Bismarck, ND 58501
701.251.4444
www.foth.com

SANITARY SEWER EXTENSIONS
CALEDONIA UTILITY DISTRICT
RACINE COUNTY

NO. 1	DATE	BY	DATE
1	10/1/10	MM	10/23/10
2	10/1/10	MM	10/23/10
3	10/1/10	MM	10/23/10
4	10/1/10	MM	10/23/10

RELOCATION ORDER EXHIBITS

HILLSIDE

EXHIBIT C
VILLAGE ORDINANCE

CHAPTER 2

Special Assessments

Section Number	Title	Ordinance Number	Date of Ordinance
3-2-1	Purpose	2023-06	05/09/2023
3-2-2	Statement Of Intent; Village General Special Assessment Guiding Principles	2023-06	05/09/2023
3-2-3	Resolution and Report Required.	2023-06	05/09/2023
3-2-4	Notice of Proposed or Approved Project	2023-06	05/09/2023
3-2-5	Board Actions After Hearing	2023-06	05/09/2023
3-2-6	Combined Special Assessments	2023-06	05/09/2023
3-2-7	Board's Power to Amend, Cancel or Confirm Special Assessment	2023-06	05/09/2023
3-2-8	Where Cost of Improvement is Less Than Special Assessment	2023-06	05/09/2023
3-2-9	Appealed Special Assessment Bond or Cash	2023-06	05/09/2023
3-2-10	Special Assessment a Lien on Property	2023-06	05/09/2023
3-2-11	Miscellaneous Provisions	2023-06	05/09/2023
3-2-12	Alternative Charges in Lieu of Special Assessments	2023-06	05/09/2023

SEC. 3-2-1 PURPOSE

The Village regularly installs public infrastructure improvements, such as streets, water mains and sewers at Village cost. In some instances, none of such costs should be recouped by either special assessment or alternative charges. In some instances, to recover an appropriate share of such costs, special assessment procedures should be used. In other situations, an appropriate cost share should be recovered through the imposition of alternative charges.

SEC. 3-2-2 STATEMENT OF INTENT; VILLAGE GENERAL SPECIAL ASSESSMENT GUIDING PRINCIPLES

- (a) The Village by Resolution of its Village Board may levy and collect special assessments upon property in a limited and determinable area for special benefits conferred upon such property by any municipal work or improvement and may provide for the payment of all or any part of the cost of the work or improvement.
- (b) The Village will levy special assessments, when appropriate to do so, under and pursuant to Wis. Stat. § 66.0703.

- (c) In an appropriate case, the Village will levy special assessments under the taxing power of the Village, within a limited and determinable area, for special benefits conferred, but not in excess of the value of the special benefits conferred.
- (d) In an appropriate case, the Village will levy special assessments under the police power of the Village, within a limited and determinable area, for special benefits conferred, upon a reasonable basis and in proportion to the benefits accruing.
- (e) All special assessments will be apportioned fairly and equitably among properties in similar situations, taking into consideration the uniqueness of individual properties including the presence of wetlands, flood plains, conservation easements and similar factors affecting property.
- (f) Special assessments will only be levied for a local improvement. If a project provides both a community-wide and a local improvement, only the local improvement component will be considered in levying special assessments. In determining whether an improvement is local, in whole or in part, the Village will refer to the then-current Village Comprehensive Plan and other relevant information.
- (g) For all special assessments, the Village will consider whether special benefits have the effect of furnishing an uncommon advantage, which either increases the services provided to the property, or otherwise enhances its value. An uncommon advantage must be a benefit that differs in kind, rather than in degree, from benefits enjoyed by the general public.
- (h) The Village will not levy a special assessment against any property that is exempt from special assessment under Wisconsin Statutes.
- (i) In considering a special assessment for a corner property, the Village will allow a deduction or exemption if the property is already served by the same improvement via an abutting street and a special assessment has previously been levied or an alternative charge paid for such improvement.
- (j) The special assessment costs may include the direct and indirect construction costs, the resulting damages, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the Village, the cost of any architectural, engineering and legal services and any other item of direct or indirect cost that may reasonably be attributed to the proposed work or improvement. The Village Board may include costs incurred when private property is acquired for a public project.
- (k) In considering any special assessment, the formula to be used may be any reasonable formula, or combination thereof.
- (l) In considering any special assessment, costs to be included for calculation of the special assessment will be reduced by the costs added for oversized facilities.
- (m) In the situation of multiple property owners in a discrete developed area who petition the Village to extend an improvement to serve their properties, if the owners of two-thirds or more of the group of properties to be served by the improvement agree to be specially assessed, all of the properties in the group will be subject to special assessment.
- (n) Special assessments may be deferred in certain limited situations.
- (o) The Village will periodically review its special assessment payment plan, for installments and interest rates. The current policy is as follows:
Special assessments shall be paid in full, or in annual installments. Assessments also may be prepaid, partially or in whole, after the installment method has been selected. The number of

annual installments in which a special assessment is to be paid will be determined in the Preliminary Special Assessment Resolution, based on the total amount of the special assessment, and in accordance with the following:

- (1) If the special assessment is less than \$400, the special assessment shall be paid in one payment, within 90 days of completion of the project.
 - (2) If the special assessment is at least \$400.01 to \$1,500, the special assessment shall be paid in five annual installments, as determined in the preliminary special assessment roll.
 - (3) If the special assessment is at least \$1,500.01 to \$10,000, the special assessment shall be paid in 10 annual installments, as determined in the preliminary special assessment roll.
 - (4) If the special assessment is at least \$10,000.01, the time period for payment shall be determined by the Village Board in the Final Resolution imposing special assessments. In no event, shall the special assessment installments be for a period longer than 20 years.
 - (5) The rate of interest on the outstanding balance shall be 1.5% greater than the Village's rate of interest on any bonds issued to finance the project, or in the event no bonds are issued, then 1.5% greater than the average rate of interest on all similar bonds issued in the previous calendar year.
 - (6) All special assessments are due and payable in full upon the division of the property (plat or certified survey map) or connection to the improvement for which the special assessment was made.
- (p) In all situations where a special assessment has been deferred for more than 10 years, as of May 17, 2023 but has not become due and payable because no event described in Subsection (o)(6) above has occurred, the special assessment shall be converted to an alternative charge, as provided in Sec. 3-2-12 below.

SEC. 3-2-3 RESOLUTION AND REPORT REQUIRED

- (a) Prior to making any special assessments, the Village Board shall declare by Preliminary Special Assessment Resolution its intention to exercise such powers for a stated municipal purpose. Such Resolution shall describe generally the contemplated purpose, the limits of the proposed assessment district, the number of installments in which the special assessments may be paid or that the number of installments will be determined at the hearing required under Section 3-2-4 of this Chapter and direct the proper municipal officer or employee to make a report thereon. Such Resolution may limit the proportion of the cost to be specially assessed.
- (b) The report required by Subsection (a) shall consist of:
 - (1) Preliminary or final plans and specifications.
 - (2) An estimate (or actual if available) of the entire cost of the proposed work or improvement.
 - (3) An estimate (or actual if available) as to each parcel of property affected of:
 - a. The assessment of benefits to be levied.
 - b. The damages to be awarded for property taken or damaged.

- c. The net amount of such benefits over damages or the net amount of such damages over benefits.
- (4) A statement that the property against which the special assessments are proposed is benefited, where the work or improvements constitute an exercise of the police power. In such case, the estimated required under Subsection (3) shall be replaced by a schedule of the proposed special assessments.
- (5) A copy of the report when completed shall be filed with the Village Clerk for public inspection.

SEC. 3-2-4 NOTICE OF PROPOSED OR APPROVED PROJECT

On the completion and filing of the report required in Section 3-2-3(b)(5) of this Chapter, the Village Clerk shall give notice stating the nature of the proposed or approved work or improvement, the general boundary lines of the proposed special assessment district, the place and time at which the report may be inspected and the place and time at which all interested persons, their agents or attorneys may appear before the Village Board thereof and be heard concerning the matters contained in the Preliminary Resolution and report. Such notice shall be given by publication in the official Village newspaper and a copy of said notice shall be mailed to each interested person whose post office address is known, as required by Wis. Stat. Sec. 66.0703. The hearing shall commence not less than ten (10) days and not more than forty (40) days after the publication or posting of said notice.

SEC. 3-2-5 BOARD ACTIONS AFTER HEARING

- (a) After the hearing, the Village Board may approve, disapprove, modify or refer the report to a designated officer or employee with such directions as it deems necessary to change the plans and specifications so as to accomplish a fair and equitable special assessment.
- (b) If a special assessment be made against any property and an award of compensation or damage be made in favor of the property, the Village Board shall assess only the difference between such special assessment of benefits and the award of compensation or damage.
- (c) Timing.
 - (1) If the work or improvement has not been previously authorized or approved, the Village Board shall approve the work or improvement and, by Resolution, direct that the same be done and paid for in accordance with the report finally approved.
 - (2) If the work or improvement has been approved by the Village Board or work commenced or completed prior to the filing of the report or prior to the hearing, then the Village Board shall, by Resolution, confirm the report as made or modified and provide for payment in whole or in part by special assessment.
- (d) The Village Clerk shall publish and mail the Final Resolution as required by Wisconsin Statutes.
- (e) After the publication of the Final Resolution, any work or improvement provided for and not yet authorized shall be deemed fully authorized and all awards of compensation or damage and all special assessments made shall be deemed duly and properly made, subject to the right of appeal by Section 66.0703(12), Wis. Stat., or any other applicable provision of law.

SEC. 3-2-6 COMBINED SPECIAL ASSESSMENTS

If more than a single improvement is undertaken, the Village Board may combine the special assessments as a single special assessment on each property affected except that the property owner may object to the inclusion of any one (1) or more of said improvements.

SEC. 3-2-7 BOARD'S POWER TO AMEND, CANCEL OR CONFIRM SPECIAL ASSESSMENT

If, after completion or after the receipt of bids, the actual cost of any work or improvement is found to vary materially from the original estimate, or the special assessment is void or invalid for any reason, or if the Village Board determines to reconsider a special assessment, it is empowered to do so, after giving notice and holding a public hearing, as required by Wisconsin Statutes.

SEC. 3-2-8 WHERE COST OF IMPROVEMENT IS LESS THAN SPECIAL ASSESSMENT

If the cost of the work or improvement is less than the special assessment levied, the Village Board, without notice or hearing, shall reduce each special assessment proportionately. If the special assessment has been paid either in part or in full, the Village shall refund the property owner such overpayment.

SEC. 3-2-9 APPEALED SPECIAL ASSESSMENTS BOND OR CASH

Pursuant to Subsection (12)(F) of Section 66.0703, Wis. Stat., it shall be a condition to the maintenance of any appeal that the person appealing shall execute a bond, or submit cash to the Village, in the sum of \$150 and upon default in payment any such appeal shall be dismissed.

SEC. 3-2-10 SPECIAL ASSESSMENT A LIEN ON PROPERTY

Pursuant to Subsection (13) of Section 66.703, Wis. Stat., any special assessment levied under this Chapter shall be a lien on the property against which it is levied on behalf of the Village. The Village Board shall provide for the collection of such special assessments and may establish penalties for payment after the due date. The Village Board shall provide that all special assessments not paid by the date specified shall be extended upon the tax roll as a delinquent tax against the property and all proceedings in relation to the collection of such delinquent taxes shall apply to such special assessment, except as otherwise provided by Wisconsin Statutes.

SEC. 3-2-11 MISCELLANEOUS PROVISIONS

- (a) If any special assessment or charge levied under this Chapter is invalid because the enabling Statute or Ordinance is found to be unconstitutional, the Village Board may thereafter reassess such special assessment or charge pursuant to the provisions of any applicable law.

- (b) The Village Board may, without notice or hearing, levy and assess all or any part of the cost of any work or improvement upon the property benefited, if notice and hearing is waived in writing by the property owners affected.
- (c) Notwithstanding any other provision of law or this or other Ordinance or Resolution, it is specifically intended and provided by this Chapter that the Village may levy special assessments for work or improvement against the property benefited either before or after the approval of the work plans and specifications, contracting for the work or completing the work or improvement.

SEC. 3-2-12 ALTERNATIVE CHARGES IN LIEU OF SPECIAL ASSESSMENTS

- (a) In the situation of a property owner seeking to extend a public infrastructure improvement to property to allow for development, with the improvement traversing sparsely developed or agricultural areas, the Village may require the requesting property owner to pay to the Village, in advance, the total amount to extend the improvement to that property. When an additional property connects to the improvement, that property owner will contribute to the original requester's cost, by payment of an alternative charge to the Village. The Village will periodically remit such collected sums to the requester or requester's assignee. The amount of the alternative charge will be equal to the then-current alternative charge, as set by the Village from time to time.
- (b) In the situation of a property owner seeking to extend a public infrastructure improvement to property to allow for development, with the improvement traversing sparsely developed or agricultural areas, the Village may charge the requesting property its fair share of the cost of installation to that property and fund the remainder itself, with municipal funds. When an additional property connects to that improvement, that property owner will contribute to the Village's cost by payment of an alternative charge to the Village. The amount of the alternative charge will be equal to the then-current alternative charge, as set by the Village from time to time.
- (c) In instances where the Village has installed a public infrastructure improvement entirely at its expense and has not imposed a special assessment for the project, which would otherwise qualify for special assessment, an alternative charge will be utilized. When a property connects to the improvement, that property owner will contribute to the Village's cost through an alternative charge paid to the Village. The amount of the alternative charge will be equal to the then-current alternative charge, as set by the Village from time to time.
- (d) In considering any alternative charge for a corner property, the Village will allow a deduction or exemption where an alternative charge or special assessment has previously been paid for the same improvement in an abutting street.
- (e) The Village Clerk will maintain a docket identifying properties which are subject to future alternative charges. The Village Clerk will make such docket available to property owners, prospective purchasers, abstracters and title companies.
- (f) Any property owner subject to an alternative charge may pay for said alternative charge in installments identical to those set forth hereunder, provided that either connection to the public infrastructure occurs or a property owner elects to begin installment payments within 12 months after the property owner is mailed a copy of the Resolution.

- (1) The Village Board shall notify property owners of the payment installment option in Subsection (f) by Resolution. The Resolution shall be mailed to each property owner subject to an alternative charge informing the property owner of the availability of the payment installment option in Subsection (f).

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into by and between **RONALD P. SCHULTZ** (“**Owner**”), the **CALEDONIA SEWER UTILITY DISTRICT**, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin (collectively “**the Village**”) as of the 11 day of October, 2024.

RECITALS

- A. Owner is the fee holder of certain real property located in the Village of Caledonia, County of Racine, State of Wisconsin, which is legally described as:

The North 60 acres of the East ½ of the Northeast ¼ of Section 31, Township 4 North, Range 22 East. EXCEPTING THEREFROM lands conveyed to Racine County by Document No. 909497. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin with Tax Key No. 104-04-22-31-001-000 (“**Parent Parcel**”).

- B. The Village and Owner have negotiated for the acquisition by the Village of a Temporary Limited Easement and a Permanent Sanitary Sewer Easement over portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit A** hereto.

- C. The easements are necessary because of the installation of sanitary sewer main improvements to extend sewer services within the Village to serve the Parent Parcel as well as adjacent and other parcels in the surrounding area.

AGREEMENT

For the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.**

- A. **Permanent Sanitary Sewer Easement.** Owner grants to the Village a perpetual, exclusive sanitary sewer easement on and under a portion of the Parent Parcel legally described and depicted on attached **Exhibit A** as the Permanent Sewer Easement (“**Permanent Sewer Easement Area**”). This grant includes the right to enter, construct, reconstruct, maintain, improve, repair, alter or operate a sanitary sewer within the Permanent Sewer Easement Area and appurtenances, including, without limitation, any/all later modifications or reconstructions thereto, together with right to enter, with all necessary and proper workers, equipment, and materials with respect thereto, for conveying sanitary sewer utility service through, on and under the Permanent Sewer Easement Area, together also with the right to excavate and/or refill ditches and/or trenches as necessary, and to remove such trees, bushes, undergrowth and other obstructions as may interfere with the exercise of this Agreement.

- B. **Temporary Limited Construction Easement.** Owner grants to the Village the following temporary limited construction easement and related easement rights on and over that portion of the Parent Parcel described and depicted on attached **Exhibit A** as the Temporary Limited Easement (the “Temporary Limited Easement Area”):
1. The right to enter and use the Temporary Limited Easement Area for the staging and storage of construction materials, vehicles, and equipment for the construction and installation of the sanitary sewer;
 2. The right to change the slopes and grades of the Temporary Limited Easement Area, so that the same blend in with and conform to the slopes and grades of the finished project topography and to remove trees, bushes or other vegetation.
 3. The finished slopes and grades of the Temporary Limited Easement Area shall be finish-graded by the Village.
 4. The Temporary Limited Easement Area described herein shall cease to exist one (1) year from the date of execution unless released earlier in writing by the Village.
2. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of piping or equipment located within the Permanent Easement Area and Temporary Limited Easement Area to their condition before the disturbance, but the Village shall not be required to restore or replace any trees, bushes and vegetation within such areas that would interfere with the easements granted hereby.
3. **Topsoil on Parent Parcel.** The Village, through the construction of the Project through the Permanent Easement Area and Temporary Limited Easement Area on the Parent Parcel, shall not remove any topsoil from the Parent Parcel. All topsoil that is on the Parent Parcel shall be stockpiled on the Easements and shall be replaced with the same thickness as the original topsoil on the Parent Parcel.
4. **Vibrashank/Chisel Plow Easement Area.** The Owner, directly or through his third parties, is allowed to Vibrashank/Chisel Plow the Easement Areas in the Fall of 2025 after the Village completes the Project.
5. **Deferred Special Assessment.** The Village previously imposed deferred special assessments on the Parent Parcel per Village Resolution No. 2016-45 for Sanitary Sewer and Watermain. The special assessments for this property total \$229,806.75 (the “Special Assessments”). The execution of this Easement Agreement and the granting of the easements thereunder shall not trigger the Special Assessments to become payable to the Village.
6. **Reserved Rights.** The Owner retains the full right to use the Permanent Sewer Easement Area and Temporary Limited Easement Area, including all areas at, above or below grade, subject only to the reasonable exercise of the Village’s rights under this Agreement and the Village’s right to review and approve the location of any proposed improvements within the Permanent Sewer Easement Area including, but not limited to, a driveway or other means of accessing the

Parent Parcel. The Village's reviews and approvals for such driveways or any other proposed improvements shall be made by the Village Engineer and approval shall not be unreasonably withheld or delayed.

- 7. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The Village shall cause this Agreement to be recorded in the office of the Register of Deeds for Racine County, Wisconsin.
- 8. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
- 9. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
- 10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Racine County, Wisconsin.

IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized officers, have executed this Agreement as of the date indicated above.

Dated this ____ day of October, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Thomas Weatherston and Jennifer Olsen, the President and Clerk of the Village of Caledonia, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.

Notary Public, Racine Co., WI
My Commission: _____

Dated this ____ day of October, 2024.

**CALEDONIA SEWER
UTILITY DISTRICT**

By: _____
Howard Stacey, President
Caledonia Utility District Commission

Attest: _____
Robert Kaplan, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Howard Stacey and Robert Kaplan, the President and Secretary of the Caledonia, Utility District Commission respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the District.

Notary Public, Racine Co., WI
My Commission: _____

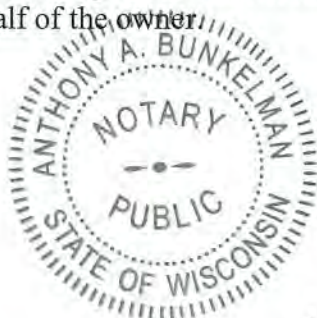
Dated this 11 day of October, 2024.

OWNER

By: *Ronald P. Schultz*
Ronald P. Schultz

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 11 day of October, 2024, the above-named Ronald P. Schultz, to me known to be the person who executed the foregoing instrument and acknowledged the same for and on behalf of the owner.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: 7-26-27

Drafted by: Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

EXHIBIT A (page 1 of 2)
LEGAL DESCRIPTIONS

Parcel 15 & 16, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Schultz property)

Land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence North 89° 19' 39" East along the North line of said Northeast 1/4 a distance of 1325.34 feet to the West line of the East 1/2 of the Northeast 1/4; Thence South 01°14'25" East along said West line 517.59 feet to the point of beginning of lands to be described; Thence North 75°48'11" East 193.60 feet; Thence North 49°34'38" East 372.12 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 381.44 feet; Thence South 75°48'11" West 212.12 feet to the West line of the East 1/2 of said Northeast 1/4; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 23,185 Square feet (0.53 Ac.) of land more or less.

Temporary Limited Easement (Schultz property)

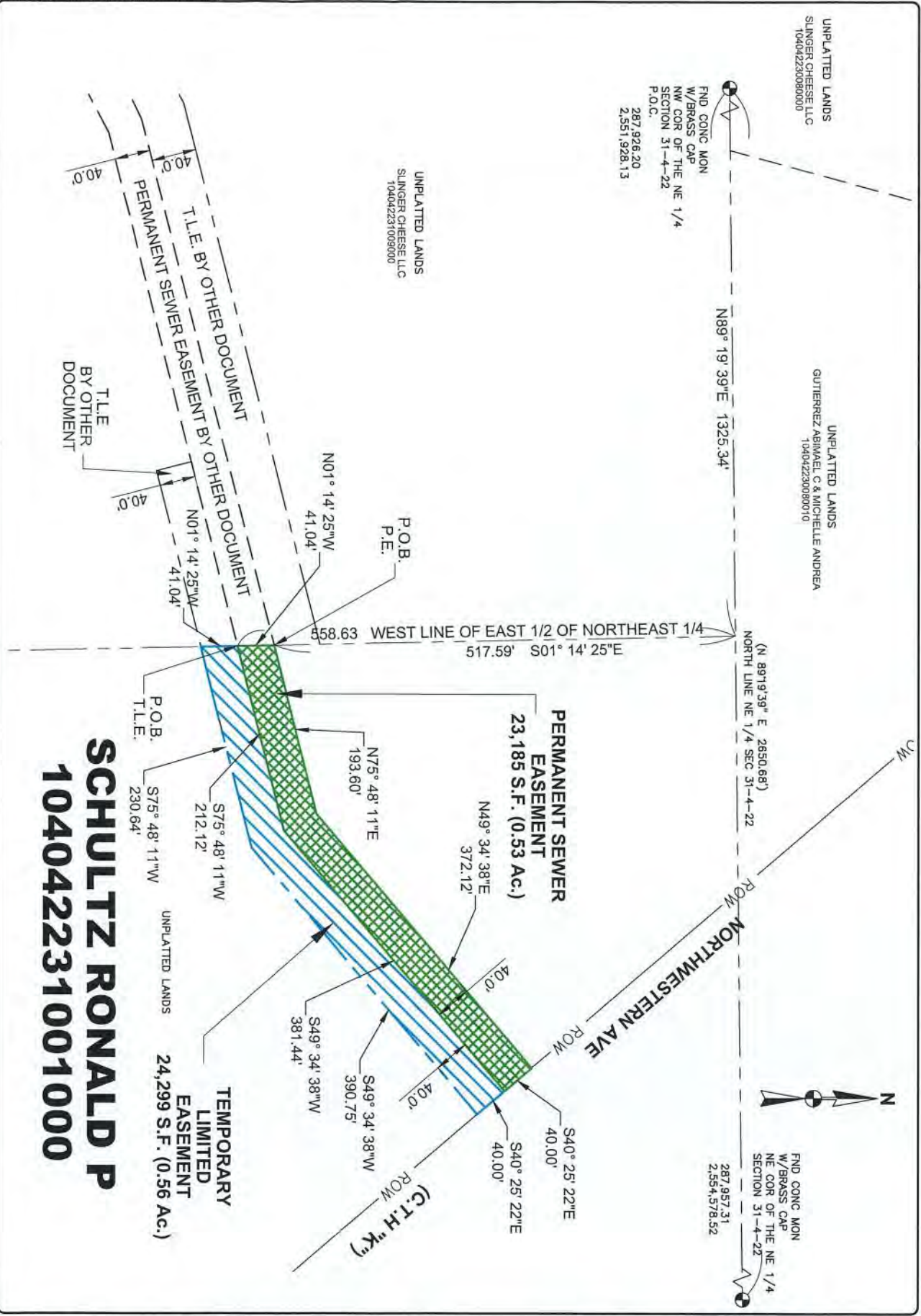
Land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence North 89° 19' 39" East along the North line of said Northeast 1/4 a distance of 1325.34 feet to the West line of the East 1/2 of the Northeast 1/4; Thence South 01°14'25" East along said West line 558.63 feet to the point of beginning of lands to be described; Thence North 75° 48' 11" East 212.12 feet; Thence North 49°34'38" East 381.44 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 390.75 feet; Thence South 75°48'11" West 230.64 feet to the West line of the East 1/2 of said Northeast 1/4; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 24,299 Square feet (0.56 Ac.) of land more or less.

Address: Northwestern Avenue
Tax Key No. 104-04-22-31-001-000

Nov 27, 2019 - 12:05pm rly C:\work\proj\10404223\1001000\104042231001000\104042231001000.dwg



SCHULTZ RONALD P
104042231001000

REVISIONS		
NO.	DATE	DESCRIPTION
1	01/11/2019	REVISED PER VILLAGE COMMENTS

RECORD DRAWING OF COMPLETED CONSTRUCTION BY	
NO.	DATE

RECORD DRAWINGS OF COMPLETED CONSTRUCTION CONTRIBUTING TO CONTRACTOR AND/OR OWNER RECORDS	
NO.	DATE

DATE of Preparation	
BY	DATE

DRAWING	
NO.	DATE

CREATED	
NO.	DATE

TID 4 PHASE 4
SANITARY SEWER EXTENSIONS
 CALEDONIA UTILITY DISTRICT
 RACINE COUNTY
 VILLAGE OF CALEDONIA, WISCONSIN

Foth
 Foth Infrastructure & Environment, LLC
 2514 S. 102nd Street
 Suite 270, Lincoln Center II
 West Allis, WI 53227
 Phone: 414-336-7900 Fax: 414-336-7501

REUSE OF DOCUMENTS
 THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. UNAUTHORIZED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

**RESOLUTION NO. 2024-121
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO EXECUTE A
SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND AGREEMENT TO
PURCHASE AND A SANITARY SEWER EASEMENT AGREEMENT
WITH RONALD P. SCHULTZ**

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

WHEREAS, the Caledonia Utility District and Village of Caledonia have identified a Sanitary Sewer project in TID #4 to expand and extend sanitary sewer service within the District;

WHEREAS, the Caledonia Utility District, through the design of the TID #4 Phase 4 Sanitary Sewer and Watermain Extensions project, has identified Permanent Sanitary Sewer Easements and Temporary Limited Easements that are required from various property owners within TID #4 in order to install the sanitary sewer;

WHEREAS, the Village of Caledonia has adopted Resolution 2019-117 Relocation Order of the Village of Caledonia affecting properties in the Tax Incremental District #4, Phase 4, and providing for the extension of sanitary sewer facilities project in the Village of Caledonia, Racine County, Wisconsin to obtain the required Permanent Sanitary Sewer Easements and Temporary Limited Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals of the identified Permanent Sanitary Sewer Easements and Temporary Limited Easements required for the Project;

WHEREAS, the Public Services Director has met and negotiated with Ronald P. Schultz, a property owner along Highway K, to obtain a Permanent Sanitary Sewer Easement and a Temporary Limited Easement required for the Project;

WHEREAS, the Owner, Ronald P. Schultz has executed a Settlement Agreement, Mutual Release, and Agreement to Purchase and a Sanitary Sewer Easement Agreement;

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Sanitary Sewer Easement Agreement at their November 6, 2024 meeting;

WHEREAS, the President and Clerk of the Village need to execute the Settlement Agreement, Mutual Release, and Agreement to Purchase;

WHEREAS, the President and Clerk of the Village need to execute the Sanitary Sewer Easement Agreement in order for the Sanitary Sewer Easement Agreement to be recorded;

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

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**SETTLEMENT AGREEMENT, MUTUAL RELEASE, AND
AGREEMENT TO PURCHASE**

This Settlement Agreement, Mutual Release, and Agreement to Purchase (“Agreement”) is made by and between **Ronald P. Schultz**, (“Owner”) and the **Village of Caledonia**, a municipal corporation (the “Village”), together, the (“Parties”) on this 11 day of October, 2024 to confirm the agreement of the aforesaid Parties.

RECITALS

WHEREAS, the Village instituted certain proceedings to acquire a temporary limited easement and a permanent limited easement over portions of the property owned by the Owner, more accurately described in **Exhibit A** attached hereto and incorporated herein (the “Easements”), for the purpose of sanitary sewer installation and extension across portions of the property owned by the Owner (the legal description of which is attached hereto as **Exhibit B** (the “Parent Parcel”), amongst other properties, (the “Project”).

WHEREAS, the Village has provided an appraisal to the Owner for the Easements rights;

WHEREAS, the Owner has submitted his own appraisal to the Village;

WHEREAS, following successful good faith negotiations, the Parties have agreed that the Owner will grant the Easements to the Village for just compensation to be paid by Village, in the amount of \$44,494.71;

WHEREAS, the Owner has agreed to accept the aforesaid amount and execute the Sanitary Sewer Easement Agreement attached hereto as **Exhibit C** and incorporated herein (the “Easement Agreement”) to effectuate the grant of Easements to the Village, in lieu of condemnation.

SETTLEMENT AGREEMENT, MUTUAL RELEASE, WAIVER OF APPEAL RIGHTS
AND AGREEMENT TO PURCHASE

NOW THEREFORE, in consideration of the mutual promises, terms and conditions contained herein, the Parties agree as follows:

1. Recitals. The above recitals are fully incorporated into this Agreement.
2. Just Compensation. The Village will pay the Owner just compensation in the amount of \$44,494.71 for the acquisition of the Easements at the execution and delivery of this Agreement. In exchange for such just compensation payment, the Owner shall execute the Easement Agreement concurrently with this Agreement and deliver both the Easement Agreement and this Agreement to the Village.

3. Use of Easements. The Village is authorized to utilize the Easements upon the Owner's execution and delivery of this Agreement and the Easement Agreement.

4. Deferred Special Assessment. The Village previously imposed deferred special assessments on the Parent Parcel per Village Resolution No. 2016-45 for Sanitary Sewer and Watermain. The special assessments for this property total \$229,806.75 (the "Special Assessments"). The execution of the Easement Agreement and the granting of the easements thereunder shall not trigger the Special Assessments to become payable to the Village.

5. Topsoil on Parent Parcel. The Village, through the construction of the Project through the Easements on the Parent Parcel, shall not remove any topsoil from the Parent Parcel. All topsoil that is on the Parent Parcel shall be stockpiled on the Easements and shall be replaced with the same thickness as the original topsoil on the Parent Parcel.

6. Vibrashank/Chisel Plow Easement Area. The Owner, directly or through his third parties, is allowed to Vibrashank/Chisel Plow the Easement Areas in the Fall of 2025 after the Village completes the Project.

7. Drain Tiles Encountered. Any drain tiles that are encountered within the Easement Areas of the Parent Parcel shall be repaired by the Village. Upon completion of the Project, the Village shall provide the Owner with a hard copy of an as-built plan of any drain tiles that are encountered on the Parent Parcel.

8. Full and Final Release and Waiver of All Claims. In exchange for such payment of just compensation, the Owner, for itself, successors, assigns, attorneys, insurers, and agents hereby releases the Village, as well as its successors, assigns, attorneys, insurers, and agents from any and all claims, obligations, and liabilities which they may have, or may have in the future, against the Village arising out of or related to the Parent Parcel and Easements related to any and all claims under Chapter 32 of the Wisconsin Statutes, including but not limited to, any rights to appeal the amount of just compensation and claims therefor.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Interpretation of Agreement. The Parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement:

(a) Neither Party shall be deemed the drafter of this Agreement for purposes of its interpretation; and

(b) The Parties shall attempt in good faith to resolve the dispute.

12. Representation By Counsel; Reliance. Each Party represents that in entering into this Agreement, the Party has relied on its own judgment and on the advice of its attorneys, if applicable, and that no statements or representations made by the other Party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the Party to sign this Agreement.

13. Owner Representations and Warranties; Indemnification. The Owner hereby represents and warrants that it is the sole and lawful owner of all claims, matters and causes of action they are releasing or dismissing pursuant to this Agreement. The Owner represents and warrants that it has not assigned or transferred to anyone, and will not assign or transfer to anyone, any of said claims. The Owner further hereby agrees to indemnify and hold harmless the Village from any claim, demand, damage, debt, liability, account reckoning, obligation, cost, expense, lien, action or cause of action (including payment of attorneys' fees and costs actually incurred, whether or not litigation be commenced) based upon, in connection with, arising out of, resulting from, or occasioned by its breach or inaccuracy of the aforementioned warranties and representations. The Owner warrants and represents to the Village that it has no notice or knowledge of any: 1) planned or commenced private or public improvements that would materially affect the Parent Parcel or Easements other than the planned Project; 2) government agency or court order requiring repair, alteration, or correction of any existing condition; 3) shoreland or special land use regulations affecting the Parent Parcel or Easements; 4) underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the Easements.

14. No Representations. Each Party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing Party or any of its employees, attorneys, agents, or representatives. Each Party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

15. Entire Agreement. This Agreement states and constitutes the entire agreement of the Parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of negotiation of this Agreement.

16. Use of this Agreement. This Agreement shall not be filed with any court, except for the sole purpose of enforcing this Agreement.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.


18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the Parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either Party represents and warrants that the person holds the position indicated with the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the Party. Each Party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the Party is bound.

20. Reading of Agreement. Each person signing this Agreement on behalf of either Party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the Party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

OWNER

Dated: October 11, 2024 By: 
Name: Ronald P. Schultz

VILLAGE OF CALEDONIA

Dated: October _____, 2024 By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

EXHIBIT A
EASEMENTS LEGAL DESCRIPTIONS

Parcel 15 & 16, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Schultz property)

Land being a part of the Northeast ¼ of the Northeast ¼ of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast ¼; Thence North 89° 19' 39" East along the North line of said Northeast ¼ a distance of 1325.34 feet to the West line of the East ½ of the Northeast ¼; Thence South 01°14'25" East along said West line 517.59 feet to the point of beginning of lands to be described; Thence North 75°48'11" East 193.60 feet; Thence North 49°34'38" East 372.12 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 381.44 feet; Thence South 75°48'11" West 212.12 feet to the West line of the East ½ of said Northeast ¼; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 23,185 Square feet (0.53 Ac.) of land more or less.

Temporary Limited Easement (Schultz property)

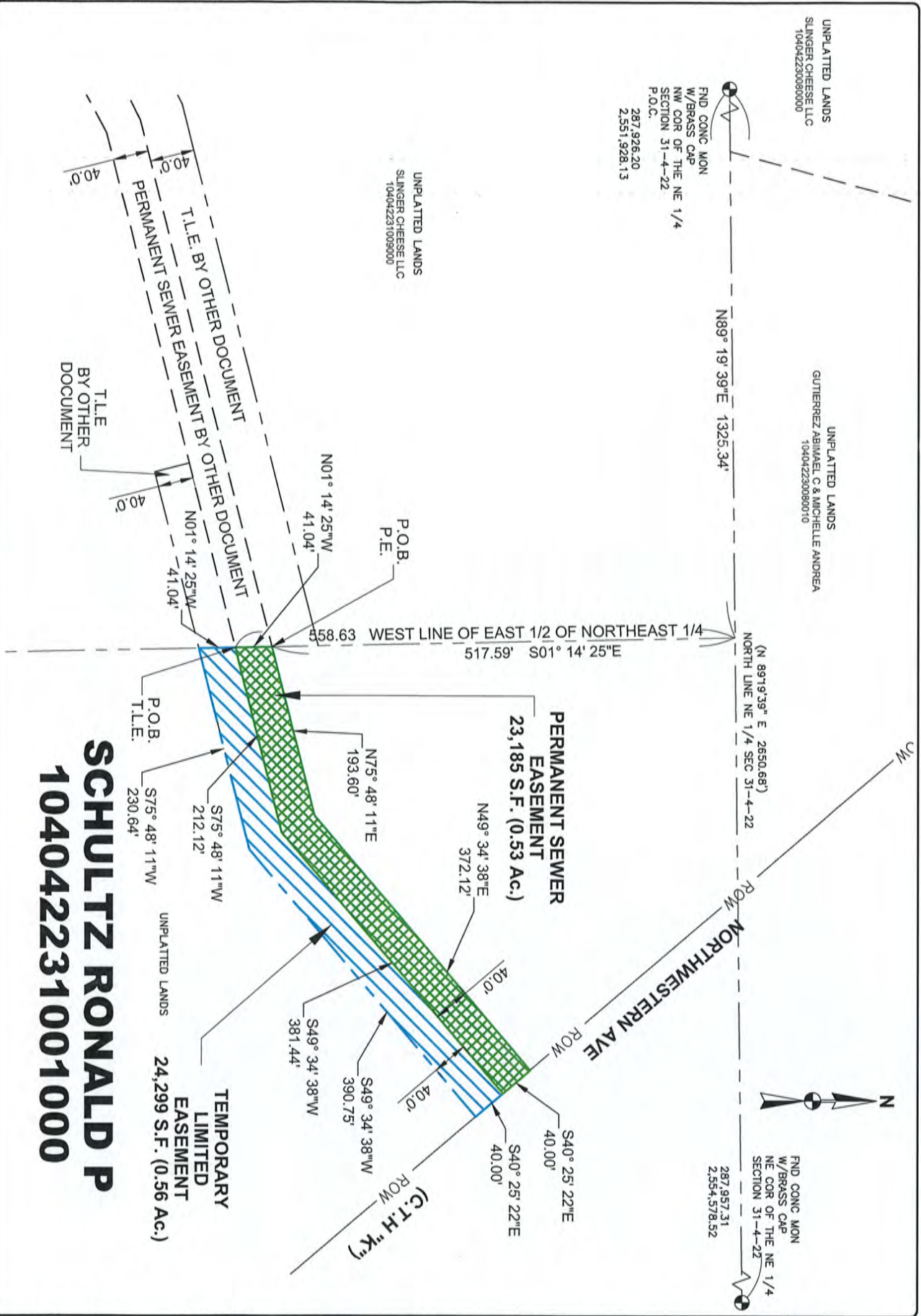
Land being a part of the Northeast ¼ of the Northeast ¼ of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast ¼; Thence North 89° 19' 39" East along the North line of said Northeast ¼ a distance of 1325.34 feet to the West line of the East ½ of the Northeast ¼; Thence South 01°14'25" East along said West line 558.63 feet to the point of beginning of lands to be described; Thence North 75° 48' 11" East 212.12 feet; Thence North 49°34'38" East 381.44 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 390.75 feet; Thence South 75°48'11" West 230.64 feet to the West line of the East ½ of said Northeast ¼; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 24,299 Square feet (0.56 Ac.) of land more or less.

Address: Northwestern Avenue
Tax Key No. 104-04-22-31-001-000

Nov 27, 2018 12:05pm rhy C:\paw_schultz\paw_schultz_rhy\0203081EASE-SCHULTZ.dwg



<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>BY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>AM</td> <td>01/12/2019</td> <td>REVISED PER VILLAGE COMMENTS</td> </tr> </tbody> </table>		NO.	BY	DATE	DESCRIPTION	1	AM	01/12/2019	REVISED PER VILLAGE COMMENTS	<p>TID 4 PHASE 4 SANITARY SEWER EXTENSIONS</p> <p>CALEDONIA UTILITY DISTRICT</p> <p>RACINE COUNTY VILLAGE OF CALEDONIA, WISCONSIN</p>	<p>Foth Foth Infrastructure & Environment, LLC 2014 S. 102nd Street Suite 276, Lincoln Center II West Allis, WI 53227 Phone 414-336-7800 Fax 414-336-7801</p> <p>REUSE OF DOCUMENTS THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.</p>
NO.	BY	DATE	DESCRIPTION								
1	AM	01/12/2019	REVISED PER VILLAGE COMMENTS								
<p>DATE OF PREPARATION:</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>01/12/2019</td> <td>AM</td> </tr> </tbody> </table> <p>DATE OF RECORD DRAWING:</p> <table border="1"> <thead> <tr> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>02/02/2019</td> <td>AM</td> </tr> </tbody> </table> <p>RECORD DRAWING OF COMPLETED CONSTRUCTION BY _____ DATE _____</p> <p>RECORD DRAWING OF COMPLETED CONSTRUCTION CONFORMING TO CONTRACTOR AND/OR OWNERS RECORDS BY _____ DATE _____</p>		DATE	BY	01/12/2019	AM	DATE	BY	02/02/2019	AM		
DATE	BY										
01/12/2019	AM										
DATE	BY										
02/02/2019	AM										

PROJECTED BY
SCHULTZ

SHEET OF

RELOCATION ORDER EXHIBITS

HORIZONTAL SCALE:
0' 50' 100'

EXHIBIT B

LEGAL DESCRIPTION OF PARENT PARCEL

The North 60 acres of the East ½ of the Northeast ¼ of Section 31, Township 4 North Range 22 East. EXCEPTING THEREFROM lands conveyed to Racine County by Document No. 909497. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin

Address: Northwestern Avenue-Vacant Land

Tax Key No. 104-04-22-31-001-000

EXHIBIT C
EASEMENT AGREEMENT

SANITARY SEWER EASEMENT AGREEMENT

This **SANITARY SEWER EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into by and between **RONALD P. SCHULTZ** (“**Owner**”), the **CALEDONIA SEWER UTILITY DISTRICT**, and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin (collectively “**the Village**”) as of the 11 day of October, 2024.

RECITALS

- A. Owner is the fee holder of certain real property located in the Village of Caledonia, County of Racine, State of Wisconsin, which is legally described as:

The North 60 acres of the East ½ of the Northeast ¼ of Section 31, Township 4 North, Range 22 East. EXCEPTING THEREFROM lands conveyed to Racine County by Document No. 909497. Said land being in the Village of Caledonia, County of Racine, State of Wisconsin with Tax Key No. 104-04-22-31-001-000 (“**Parent Parcel**”).

- B. The Village and Owner have negotiated for the acquisition by the Village of a Temporary Limited Easement and a Permanent Sanitary Sewer Easement over portions of the Parent Parcel, all as further described herein and as depicted and described in the attached and incorporated **Exhibit A** hereto.

- C. The easements are necessary because of the installation of sanitary sewer main improvements to extend sewer services within the Village to serve the Parent Parcel as well as adjacent and other parcels in the surrounding area.

AGREEMENT

For the mutual promises contained herein and other good and valuable consideration, the sufficiency of which the parties hereby acknowledged, the parties agree as follows:

1. **Grant of Easements.**

- A. **Permanent Sanitary Sewer Easement.** Owner grants to the Village a perpetual, exclusive sanitary sewer easement on and under a portion of the Parent Parcel legally described and depicted on attached **Exhibit A** as the Permanent Sewer Easement (“**Permanent Sewer Easement Area**”). This grant includes the right to enter, construct, reconstruct, maintain, improve, repair, alter or operate a sanitary sewer within the Permanent Sewer Easement Area and appurtenances, including, without limitation, any/all later modifications or reconstructions thereto, together with right to enter, with all necessary and proper workers, equipment, and materials with respect thereto, for conveying sanitary sewer utility service through, on and under the Permanent Sewer Easement Area, together also with the right to excavate and/or refill ditches and/or trenches as necessary, and to remove such trees, bushes, undergrowth and other obstructions as may interfere with the exercise of this Agreement.

- B. **Temporary Limited Construction Easement.** Owner grants to the Village the following temporary limited construction easement and related easement rights on and over that portion of the Parent Parcel described and depicted on attached **Exhibit A** as the Temporary Limited Easement (the “Temporary Limited Easement Area”):
1. The right to enter and use the Temporary Limited Easement Area for the staging and storage of construction materials, vehicles, and equipment for the construction and installation of the sanitary sewer;
 2. The right to change the slopes and grades of the Temporary Limited Easement Area, so that the same blend in with and conform to the slopes and grades of the finished project topography and to remove trees, bushes or other vegetation.
 3. The finished slopes and grades of the Temporary Limited Easement Area shall be finish-graded by the Village.
 4. The Temporary Limited Easement Area described herein shall cease to exist one (1) year from the date of execution unless released earlier in writing by the Village.
2. **Restoration of Surface.** The Village shall restore the surface disturbed by any construction or maintenance of piping or equipment located within the Permanent Easement Area and Temporary Limited Easement Area to their condition before the disturbance, but the Village shall not be required to restore or replace any trees, bushes and vegetation within such areas that would interfere with the easements granted hereby.
3. **Topsoil on Parent Parcel.** The Village, through the construction of the Project through the Permanent Easement Area and Temporary Limited Easement Area on the Parent Parcel, shall not remove any topsoil from the Parent Parcel. All topsoil that is on the Parent Parcel shall be stockpiled on the Easements and shall be replaced with the same thickness as the original topsoil on the Parent Parcel.
4. **Vibrashank/Chisel Plow Easement Area.** The Owner, directly or through his third parties, is allowed to Vibrashank/Chisel Plow the Easement Areas in the Fall of 2025 after the Village completes the Project.
5. **Deferred Special Assessment.** The Village previously imposed deferred special assessments on the Parent Parcel per Village Resolution No. 2016-45 for Sanitary Sewer and Watermain. The special assessments for this property total \$229,806.75 (the “Special Assessments”). The execution of this Easement Agreement and the granting of the easements thereunder shall not trigger the Special Assessments to become payable to the Village.
6. **Reserved Rights.** The Owner retains the full right to use the Permanent Sewer Easement Area and Temporary Limited Easement Area, including all areas at, above or below grade, subject only to the reasonable exercise of the Village’s rights under this Agreement and the Village’s right to review and approve the location of any proposed improvements within the Permanent Sewer Easement Area including, but not limited to, a driveway or other means of accessing the

Parent Parcel. The Village's reviews and approvals for such driveways or any other proposed improvements shall be made by the Village Engineer and approval shall not be unreasonably withheld or delayed.

- 7. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Village and their respective successors and assigns. The Village shall cause this Agreement to be recorded in the office of the Register of Deeds for Racine County, Wisconsin.
- 8. **Non-use.** Non-use or limited use of the easement rights granted in this Agreement shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Agreement.
- 9. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.
- 10. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds for Racine County, Wisconsin.

IN WITNESS WHEREOF, the above-named parties, either personally or through their duly authorized officers, have executed this Agreement as of the date indicated above.

Dated this ____ day of October, 2024.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston, Village President

Attest: _____
Jennifer Olsen, Village Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Thomas Weatherston and Jennifer Olsen, the President and Clerk of the Village of Caledonia, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the Village.

Notary Public, Racine Co., WI
My Commission: _____

Dated this ____ day of October, 2024.

**CALEDONIA SEWER
UTILITY DISTRICT**

By: _____
Howard Stacey, President
Caledonia Utility District Commission

Attest: _____
Robert Kaplan, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this ____ day of October, 2024, the above-named Howard Stacey and Robert Kaplan, the President and Secretary of the Caledonia, Utility District Commission respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same for and on behalf of the District.

Notary Public, Racine Co., WI
My Commission: _____

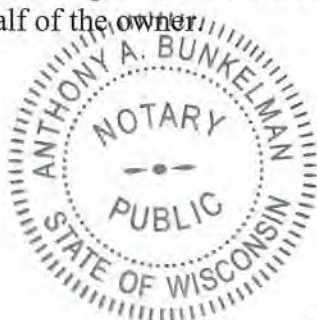
Dated this 11 day of October, 2024.

OWNER

By: *Ronald P. Schultz*
Ronald P. Schultz

STATE OF WISCONSIN)
)ss.
COUNTY OF RACINE)

Personally came before me this 11 day of October, 2024, the above-named Ronald P. Schultz, to me known to be the person who executed the foregoing instrument and acknowledged the same for and on behalf of the owner.



Anthony A. Bunkelman
Notary Public, Racine Co., WI
My Commission: 7-26-27

Drafted by: Anthony A. Bunkelman P.E.
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

EXHIBIT A (page 1 of 2)
LEGAL DESCRIPTIONS

Parcel 15 & 16, Project No. 18C030.12, TID No. 4, Phase 4 Sewer Extension Project

Permanent Sewer Easement (Schultz property)

Land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence North 89° 19' 39" East along the North line of said Northeast 1/4 a distance of 1325.34 feet to the West line of the East 1/2 of the Northeast 1/4; Thence South 01°14'25" East along said West line 517.59 feet to the point of beginning of lands to be described; Thence North 75°48'11" East 193.60 feet; Thence North 49°34'38" East 372.12 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 381.44 feet; Thence South 75°48'11" West 212.12 feet to the West line of the East 1/2 of said Northeast 1/4; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 23,185 Square feet (0.53 Ac.) of land more or less.

Temporary Limited Easement (Schultz property)

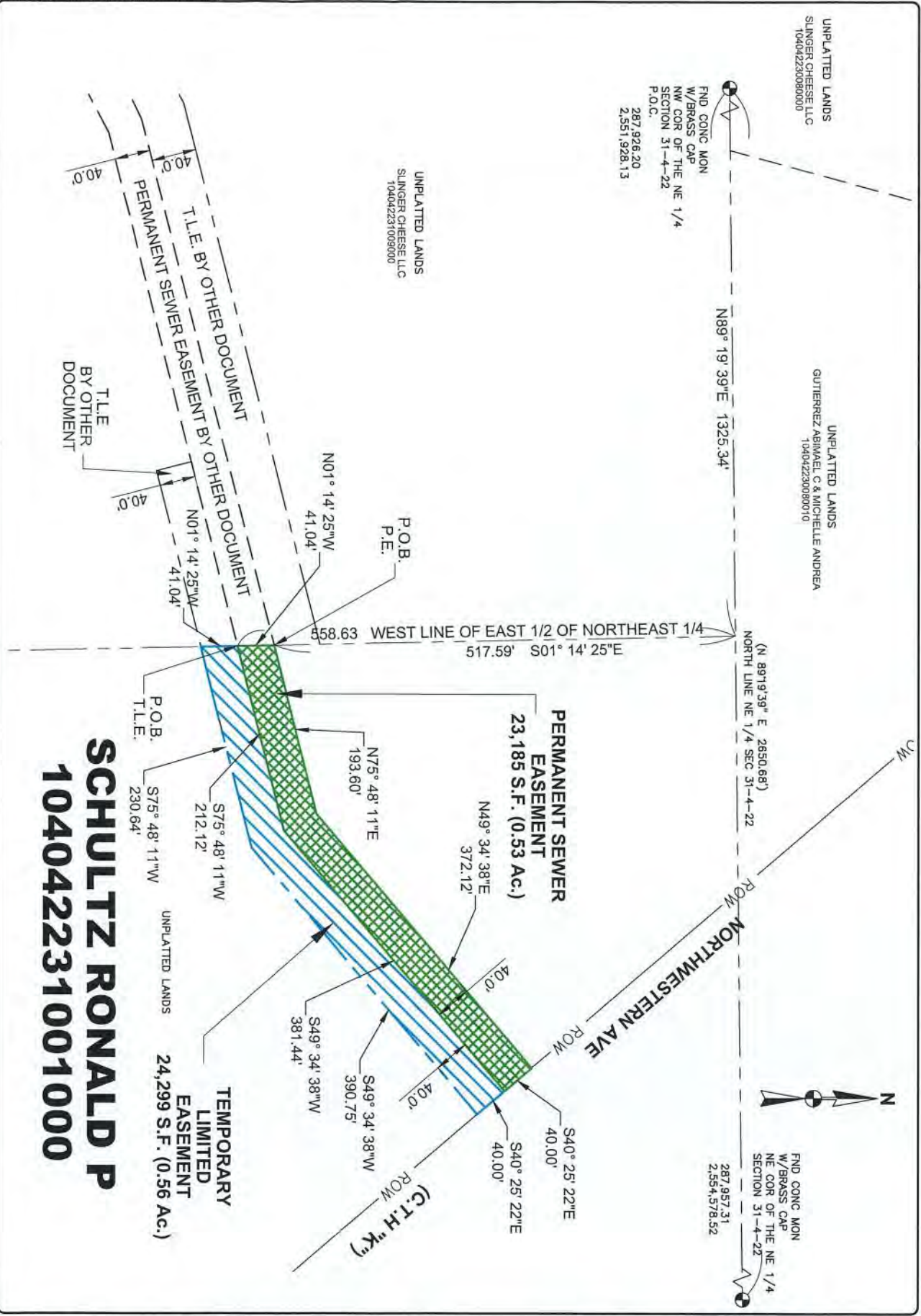
Land being a part of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 4 North, Range 22 East, in the Village of Caledonia, County of Racine, State of Wisconsin.

Commencing at the Northwest corner of said Northeast 1/4; Thence North 89° 19' 39" East along the North line of said Northeast 1/4 a distance of 1325.34 feet to the West line of the East 1/2 of the Northeast 1/4; Thence South 01°14'25" East along said West line 558.63 feet to the point of beginning of lands to be described; Thence North 75° 48' 11" East 212.12 feet; Thence North 49°34'38" East 381.44 feet to the Southwesterly right-of-way line of Northwestern Avenue (C.T.H. "K"); Thence South 40°25'22" East along said right-of-way line 40.00 feet; Thence South 49°34'38" West 390.75 feet; Thence South 75°48'11" West 230.64 feet to the West line of the East 1/2 of said Northeast 1/4; Thence North 01°14'25" West along said West line 41.04 feet to the point of beginning of lands being described.

Containing 24,299 Square feet (0.56 Ac.) of land more or less.

Address: Northwestern Avenue
Tax Key No. 104-04-22-31-001-000

Nov 27, 2019 - 12:05pm rly C:\work\proj\mhd_rly\023018\EA\SE-SCHULTZ.dwg



SCHULTZ RONALD P
104042231001000

Foth
 Foth Infrastructure & Environment, LLC
 2514 S. 102nd Street
 Suite 270, Lincoln Center II
 West Allis, WI 53227
 Phone: 414-336-7900 Fax: 414-336-7501

REUSE OF DOCUMENTS
 THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC. UNAUTHORIZED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.

TID 4 PHASE 4
SANITARY SEWER EXTENSIONS
 CALEDONIA UTILITY DISTRICT
 RACINE COUNTY VILLAGE OF CALEDONIA, WISCONSIN

REVISIONS	
NO.	DATE DESCRIPTION
1	01/11/2019 REVISED PER VILLAGE COMMENTS

DATE OF PREPARATION	DATE
DRAWN	DRAWN
CHECKED	CHECKED

PROJECTED	10/20/19
DRAWN	10/20/19
CHECKED	10/20/19

RELOCATION ORDER EXHIBITS

SCHULTZ

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
A.W. OAKES & SONS, INC							
Water Utility Fund	9	A.W. OAKES & SONS, INC	SUNDANCE H	PAY APP 3 - SUNDANCE HEIGH	10/28/2024	358,071.90	500-18738-107 CIP - SUNDANCE HEIGHTS
Total A.W. OAKES & SONS, INC:						358,071.90	
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	854916	11/01/2024 DELTA DENTAL VISI	11/01/2024	965.04	100-21536-000 Vision Deductions
General Fund	498	ACH - DELTA DENTAL	856534	10/21/2024 DELTA DENTAL CLAI	10/21/2024	1,630.80	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	857804	10/28/2024 DELTA DENTAL CLAI	10/28/2024	2,446.70	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	859072	11/04/2024 DELTA DENTAL CLAI	11/04/2024	473.35	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						5,515.89	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	11/01/2024 PET INSURANCE PR	11/01/2024	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	POSTAGE DO	SEPT. 2024; POSTAGE FOR VIL	09/20/2024	4,000.00	100-13-64040 Postage & Shipping
General Fund	3898	ACH - QUADIENT FINANCE USA	SEPTEMBER	SEPT. 2024; FLEXLIMIT FOR VIL	10/28/2024	15.00	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						4,015.00	
ACH - SUPERFLEET							
Water Utility Fund	1730	ACH - SUPERFLEET	EJ974 102024	FUEL PURCHASE 9/20/24-10/19/	10/25/2024	17.02	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	EJ974 102024	FUEL PURCHASE 9/20/24-10/19/	10/25/2024	17.02	501-00-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9941018202	OCT-24; FUEL FOR CFD VEHICL	10/28/2024	1,080.55	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,114.59	
ACH - WASTE MANAGEMENT							
Sewer Utility Fund	2101	ACH - WASTE MANAGEMENT	0885834-2811-	DISPOSAL OF SEWER GRIT	11/04/2024	896.61	501-00-64240 Building Repairs & Maintenance
Total ACH - WASTE MANAGEMENT:						896.61	
ACH - WCA GROUP HEALTH TRUST							
General Fund	9142	ACH - WCA GROUP HEALTH TR	110124	10/28/2024 NOVEMBER 2024 HE	10/28/2024	258,192.52	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						258,192.52	
ACH - WE ENERGIES							
Water Utility Fund	380	ACH - WE ENERGIES	5200961799	SEPTEMBER 2024 GAS & ELEC	10/03/2024	1,555.46	500-00-64140 Utilities

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Sewer Utility Fund	380	ACH - WE ENERGIES	5200961799	SEPTEMBER 2024 GAS & ELEC	10/03/2024	8,169.56	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	5200961799	SEPTEMBER 2024 GAS & ELEC	10/03/2024	180.16	502-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	2,940.57	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	4,250.96	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	225.43	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	2,439.29	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	564.88	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	1,301.56	100-90-64290 Street Lighting
Cemetery Fund	380	ACH - WE ENERGIES	5210666219	BILLING PERIOD 9/6/2024 TO 10	10/16/2024	18.84	220-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5213777316	STREET LIGHTING 9/14/24-10/1	10/16/2024	12,121.55	100-90-64290 Street Lighting
Water Utility Fund	380	ACH - WE ENERGIES	5240205576	OCT-24; GAS & ELECTRIC	11/05/2024	1,320.42	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	5240205576	OCT-24; GAS & ELECTRIC	11/05/2024	9,096.04	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	5240205576	OCT-24; GAS & ELECTRIC	11/05/2024	199.89	502-00-64140 Utilities
Total ACH - WE ENERGIES:						44,384.61	
AERO COMPRESSED GASES							
General Fund	29	AERO COMPRESSED GASES	490728	OXYGEN FOR MEDICAL USE	11/06/2024	57.00	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						57.00	
AMBULANCE/EMS REFUND VENDOR							
General Fund	9000	AMBULANCE/EMS REFUND VE	21-0437	10/31/2024 AMBULANCE/EMS R	10/31/2024	69.00	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	22-0843	10/31/2024 AMBULANCE/EMS F	10/31/2024	69.00	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	24-000223	10/30/2024 AMBULANCE/EMS R	10/30/2024	575.00	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	24-000511	10/30/24 AMBULANCE/EMS REF	10/30/2024	1,126.00	100-00-46230 Ambulance/EMS Fees
Total AMBULANCE/EMS REFUND VENDOR:						1,839.00	
ANDERSON TRAILERS, LLC							
Water Utility Fund	316	ANDERSON TRAILERS, LLC	102124	LIBERTY UTILITY TRAILER & SP	10/21/2024	2,272.00	500-00-64110 Small Equipment
Sewer Utility Fund	316	ANDERSON TRAILERS, LLC	102124	LIBERTY UTILITY TRAILER & SP	10/21/2024	2,272.00	501-00-64110 Small Equipment
Total ANDERSON TRAILERS, LLC:						4,544.00	
ASHLEE GETHNER							
General Fund	9354	ASHLEE GETHNER	1	MENTAL HEALTH WELLNESS C	10/23/2024	2,150.00	100-35-51300 Education/Training/Conferences
Total ASHLEE GETHNER:						2,150.00	
AURORA HEALTH CARE							
General Fund	155	AURORA HEALTH CARE	474245	10/13/24 PREEMPLOYMENT TE	10/13/2024	645.00	100-35-51100 Testing/Physicals
General Fund	155	AURORA HEALTH CARE	474245	10/13/24 PREEMPLOYMENT TE	10/13/2024	165.00	100-30-51100 Testing/Physicals

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total AURORA HEALTH CARE:						810.00	
AXON ENTERPRISE, INC.							
Capital Projects Fund	161	AXON ENTERPRISE, INC.	INUS291667	AXON VIDEO EQUIPMENT; BOD	10/26/2024	103,251.75	400-75-65025 PSB-Village Sourced Bldg Impr
Total AXON ENTERPRISE, INC.:						103,251.75	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	80173726	BEACON MBL HOSTING SERV	09/30/2024	374.20	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METER INC.:						374.20	
BJELAJAC & KALLENBACH, LLC							
Water Utility Fund	210	BJELAJAC & KALLENBACH, LL	24115-019D	SEPT-24; ATTORNEY SERVICES	09/30/2024	1,216.60	500-00-61100 Legal Fees
Total BJELAJAC & KALLENBACH, LLC:						1,216.60	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	011, 012, 013	REZONE REFUND; 3 PARCELS	10/30/2024	750.00	100-00-44400 Zoning Permits
General Fund	271	BUILDING PERMIT REFUND VE	2022-510	SITE RESTORATION BOND REF	10/24/2024	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	2024-UCP-033	10/22/2024 - REFUND \$90.00 DU	10/22/2024	90.00	100-00-44310 Engineering Permits/Fees
General Fund	271	BUILDING PERMIT REFUND VE	6002390	REFUND DEVELOPER DEPOSIT	10/24/2024	7,776.00	100-23163-086 Brisko Newell Road Extension
Total BUILDING PERMIT REFUND VENDOR:						9,616.00	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-446625	OIL FILTER & OIL	09/24/2024	3.74	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-446625	OIL FILTER & OIL	09/24/2024	3.75	501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	273	BUY RIGHT, INC.	14873-446625	OIL FILTER & OIL	09/24/2024	1.37	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-446625	OIL FILTER & OIL	09/24/2024	1.36	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-448673	MINI BULB	10/16/2024	3.45	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-448673	MINI BULB	10/16/2024	3.45	501-00-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	449780	FUSES FOR BATT 12	10/30/2024	8.54	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						25.66	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	800380	BINDERS FOR NEW HIRE MAN	10/22/2024	31.56	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						31.56	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	777005484	3999GAL DIESEL FUEL	10/21/2024	12,252.94	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						12,252.94	
CONVERGINT TECHNOLOGIES, LLC							
General Fund	9347	CONVERGINT TECHNOLOGIES,	IN00261284	LABOR CHARGE REPAIR PEDE	10/31/2024	976.00	100-30-64240 Building Repairs & Maintenance
Total CONVERGINT TECHNOLOGIES, LLC:						976.00	
CORE & MAIN LP							
Water Utility Fund	405	CORE & MAIN LP	V751227	VALVES, GASKETS, PLUGS, WI	10/08/2024	3,863.61	500-00-64270 Infrastructure Maintenance
Total CORE & MAIN LP:						3,863.61	
CRAIG D. CHILDS, PHD, SC							
General Fund	414	CRAIG D. CHILDS, PHD, SC	3969	PRE-EMPLOYMENT PSYCH EX	10/13/2024	510.00	100-30-51100 Testing/Physicals
General Fund	414	CRAIG D. CHILDS, PHD, SC	3985	LEADERSHIP EVAL LAEHR/MUE	10/30/2024	2,500.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:						3,010.00	
DORNER COMPANY							
Sewer Utility Fund	551	DORNER COMPANY	512739	AUMA ACTUATOR X2	10/10/2024	34,840.00	501-00-64250 Equipment Repairs & Maintenanc
Total DORNER COMPANY:						34,840.00	
EP ELECTRIC PUMP							
Water Utility Fund	9342	EP ELECTRIC PUMP	026757	NCC MONITORING	10/17/2024	120.00	500-00-64150 Communication Services
Sewer Utility Fund	9342	EP ELECTRIC PUMP	026757	NCC MONITORING	10/17/2024	360.00	501-00-64150 Communication Services
Storm Water Utility Fund	9342	EP ELECTRIC PUMP	026757	NCC MONITORING	10/17/2024	60.00	502-00-64150 Communication Services
Total EP ELECTRIC PUMP:						540.00	
FINISHING TOUCH AUTO BODY, INC.							
General Fund	650	FINISHING TOUCH AUTO BODY,	5304	#209 COLLISION REPAIR	09/13/2024	26,252.44	100-90-60000 Insurance Deductible/Stop Loss
Total FINISHING TOUCH AUTO BODY, INC.:						26,252.44	
FIRST ARRIVING LLC							
General Fund	708	FIRST ARRIVING LLC	4197	LICENSE RENEWAL AND DASH	10/31/2024	5,785.19	100-35-62100 Contracted Services
Total FIRST ARRIVING LLC:						5,785.19	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	92499	AUG-24; RIVER BEND LIFT STA	09/26/2024	10,031.20	501-18709-000 CIP-Riverbend
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	92502	AUG-24; TID 5 CENTRAL LIFT S	09/26/2024	60,838.23	501-18737-000 CIP-Central Attenuation Basin
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	92506	AUG-24; SUNDANCE HEIGHTS	09/26/2024	36,525.12	500-18738-107 CIP - SUNDANCE HEIGHTS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	92507	AG-24; CALEDONIA WATER SER	09/26/2024	1,793.40	500-00-61340 Engineering Design Charges
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	92508	AUG-24; CUD GENERAL ENGIN	09/26/2024	738.33	500-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	92508	AUG-24; CUD GENERAL ENGIN	09/26/2024	1,566.33	501-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	92508	AUG-24; CUD GENERAL ENGIN	09/26/2024	1,461.60	100-23163-107 Olympia Brown - Racine Unified
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	92508	AUG-24; CUD GENERAL ENGIN	09/26/2024	349.60	501-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	92509	AUG-24; 3241 STH 31 SEWER A	09/26/2024	496.80	501-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	92510	AUG-24; STH 31 SANITARY LAT	09/26/2024	7,631.70	501-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	93156	SEP-24; TID 4 PHASE 4 - HINTZ	11/01/2024	20,949.59	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	93160	SEP-24; ADAMS ROAD WATER	11/01/2024	7,883.40	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	93161	SEP-24; ADAMS ROAD ELEVAT	11/01/2024	35,197.50	414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						185,462.80	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16678	#214 OIL CHANGE	10/16/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16708	#205 OIL CHANGE	10/22/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16716	#208 REAR TIRE REPLACEMEN	10/23/2024	37.45	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16718	#210 OIL CHANGE	10/24/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16763	#206 OIL CHANGE	11/01/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16768	#205 TIRE SENSOR	11/04/2024	113.78	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	16769	#217 OIL CHANGE	11/04/2024	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						449.93	
G & F EXCAVATING							
Sewer Utility Fund	687	G & F EXCAVATING	36193	RELAY SEWER LATERAL @ 484	09/25/2024	6,230.00	501-00-64250 Equipment Repairs & Maintenanc
Water Utility Fund	687	G & F EXCAVATING	36200	REPAIR HYDRANT VALVE @ 3	10/03/2024	2,917.50	500-00-64270 Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36207	WATER MAIN REPAIR @ 4 MILE	10/09/2024	7,660.00	500-00-64270 Infrastructure Maintenance
Total G & F EXCAVATING:						16,807.50	
GALLS LLC							
Donation Fund	693	GALLS LLC	029108822	BUER HONOR GUARD UNIFOR	09/18/2024	104.00	250-30-64190 Police Dept Donations
Donation Fund	693	GALLS LLC	029149001	OFC BUER HONOR GUARD UNI	09/23/2024	16.39	250-30-64190 Police Dept Donations
Total GALLS LLC:						120.39	
GREAT LAKES TREE & CLEARING LLC							
Storm Water Utility Fund	748	GREAT LAKES TREE & CLEARI	0000701	JUL-AUG 24; HOODS CREEK CL	08/29/2024	24,400.00	502-00-65153 Hood Creek Brushing

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Storm Water Utility Fund	748	GREAT LAKES TREE & CLEARI	0000705	KLEMA DITCH CLEARING	10/28/2024	38,920.00	502-00-65155 Turtle Creek Restoration
Total GREAT LAKES TREE & CLEARING LLC:						63,320.00	
GREEN TREE CLEANERS							
General Fund	754	GREEN TREE CLEANERS	9785	MCDONALD HONOR GUARD D	10/17/2024	29.43	100-30-50290 Other Personnel Benefits
Total GREEN TREE CLEANERS:						29.43	
GT TRANSMISSIONS, INC.							
General Fund	765	GT TRANSMISSIONS, INC.	20440	TRANSSION REPAIRS FOR B	10/30/2024	1,175.51	100-35-63300 Vehicle Repairs & Maintenance
Total GT TRANSMISSIONS, INC.:						1,175.51	
HAAS, INC							
General Fund	9353	HAAS, INC	INV26428	DIGITAL ALERTING TRANSPON	10/22/2024	6,998.06	100-35-64250 Equipment Repairs & Maintenanc
Total HAAS, INC:						6,998.06	
HENRY SCHEIN							
General Fund	794	HENRY SCHEIN	19405240	GLOVES FOR PD	10/18/2024	102.44	100-30-64070 Work Supplies
Total HENRY SCHEIN:						102.44	
IMAGE MANAGEMENT LLC							
General Fund	835	IMAGE MANAGEMENT LLC	IMA1329V	SEP-24; WEBSITE PROGRAMMI	10/21/2024	237.50	100-90-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:						237.50	
IMPERIAL BAG & PAPER CO, LLC DBA KRANZ							
General Fund	1097	IMPERIAL BAG & PAPER CO, LL	35790147	DAMP MOP FOR CLEANING FL	10/30/2024	107.96	100-35-64100 Janitorial Supplies
Total IMPERIAL BAG & PAPER CO, LLC DBA KRANZ:						107.96	
JAMES ORR COATING INSPECTION LLC							
Water Utility Fund	3855	JAMES ORR COATING INSPECT	241021	750K SPHERE, 750K COMPOSIT	10/20/2024	10,000.00	500-00-64250 Equipment Repairs & Maintenanc
Total JAMES ORR COATING INSPECTION LLC:						10,000.00	
JEFFERSON FIRE & SAFETY, INC.							
General Fund	909	JEFFERSON FIRE & SAFETY, IN	IN319583	REPAIR OF SCBA PAK, BATTER	10/22/2024	227.30	100-35-64250 Equipment Repairs & Maintenanc
General Fund	909	JEFFERSON FIRE & SAFETY, IN	IN319584	REPAIR OF SCBA PAK CONSOL	10/22/2024	494.76	100-35-64250 Equipment Repairs & Maintenanc

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total JEFFERSON FIRE & SAFETY, INC.:						722.06	
JOHNSON & SONS PAVING LLC							
General Fund	9355	JOHNSON & SONS PAVING LLC	6861	STRIPING IN PARKING BAY AT S	10/23/2024	900.00	100-35-64240 Building Repairs & Maintenance
Total JOHNSON & SONS PAVING LLC:						900.00	
JOURNAL TIMES							
General Fund	1565	JOURNAL TIMES	150368	2025 BUDGET NOTICE	11/05/2024	150.89	100-14-64070 Work Supplies
Total JOURNAL TIMES:						150.89	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	168249	FUNNEL, WRENCH, NIPPLE, TH	10/11/2024	36.22	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	168249	FUNNEL, WRENCH, NIPPLE, TH	10/11/2024	36.23	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	168260	BALLCOCK	10/11/2024	8.99	500-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	168283	VINEGAR, NIPPLES, & BALL VAL	10/14/2024	27.42	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	168283	VINEGAR, NIPPLES, & BALL VAL	10/14/2024	27.43	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	168295	REFUND AND PURCHASE - NIP	10/14/2024	2.25	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	168295	REFUND AND PURCHASE - NIP	10/14/2024	2.25	501-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	168320	STORAGE BOX, TOOL BOX OR	10/15/2024	56.91	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	168320	STORAGE BOX, TOOL BOX OR	10/15/2024	56.90	501-00-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	168375	FASTENERS/BUNGEE CORD	10/17/2024	13.82	100-30-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	168383	SCRUB WIPES, ACE RSTP CNT	10/18/2024	38.26	501-00-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	168401	BATTERIES	10/19/2024	17.99	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	168401	INSTANT DISCOUNT	10/19/2024	-2.00	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	168439	MISC FASTENERS FOR ENGINE	10/22/2024	.86	100-35-63300 Vehicle Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	168455	DRILL BITS AND PLASTIC ANCH	10/30/2024	15.27	100-35-64070 Work Supplies
Total KORTENDICK HARDWARE:						338.80	
LANDMARK TITLE OF RACINE, INC.							
General Fund	1133	LANDMARK TITLE OF RACINE, I	73969-1	LETTER REPORT - 713 ROYAL P	10/23/2024	85.00	100-42-61100 Legal Fees
General Fund	1133	LANDMARK TITLE OF RACINE, I	76970-1	LETTER REPORT - 631 ROYAL P	10/23/2024	85.00	100-42-61100 Legal Fees
Total LANDMARK TITLE OF RACINE, INC.:						170.00	
LIGHTHOUSE COMMUNICATIONS							
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1161024	TAX ROLL NOTICE - SEWER DI	10/17/2024	159.75	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1161024	TAX ROLL NOTICE - SEWER DI	10/17/2024	159.75	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1161024	TAX ROLL NOTICE - SEWER DI	10/17/2024	628.29	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1161024	TAX ROLL NOTICE - SEWER DI	10/17/2024	628.30	501-00-64040 Postage & Shipping

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1300924	Q3-24; STATEMENT MAILING SE	09/30/2024	1,375.80	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1300924	Q3-24; STATEMENT MAILING SE	09/30/2024	1,375.79	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1300924	Q3-24; STATEMENT MAILING SE	09/30/2024	3,970.83	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1300924	Q3-24; STATEMENT MAILING SE	09/30/2024	3,970.84	501-00-64040 Postage & Shipping
Total LIGHTHOUSE COMMUNICATIONS:						12,269.35	
MENARDS RACINE							
General Fund	1281	MENARDS RACINE	95109	CONCRETE	10/01/2024	26.81	100-41-64090 Road Maintenance Materials
General Fund	1281	MENARDS RACINE	95671	24 STUDDED T POSTS	10/11/2024	114.96	100-70-64070 Work Supplies
Water Utility Fund	1281	MENARDS RACINE	96744	NEWMAN & EMMERSTEN VALV	10/30/2024	74.93	500-00-64070 Work Supplies
General Fund	1281	MENARDS RACINE	96949	SUPPLIES TO REPAIR GATE SC	11/05/2024	32.10	100-35-64240 Building Repairs & Maintenance
Total MENARDS RACINE:						248.80	
METRO SALES, INC.							
Water Utility Fund	9249	METRO SALES, INC.	WI279555	OCT-24; PRINTER/COPIER USA	10/29/2024	28.77	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	METRO SALES, INC.	WI279555	OCT-24; PRINTER/COPIER USA	10/29/2024	28.78	501-00-64060 Copying & Printing
General Fund	9249	METRO SALES, INC.	WI279555	OCT-24; PRINTER/COPIER USA	10/29/2024	665.05	100-90-62300 Office Equipment Rental & Main
Total METRO SALES, INC.:						722.60	
MIDWEST METER INC.							
Water Utility Fund	1325	MIDWEST METER INC.	0171272-IN	PORTABLE LARGE METER TES	09/25/2024	6,656.45	500-00-64110 Small Equipment
Total MIDWEST METER INC.:						6,656.45	
MILWAUKEE METROPOLITAN SEWAGE DISTRICT							
Sewer Utility Fund	1338	MILWAUKEE METROPOLITAN S	308000	USER CLASS CHARGE	10/11/2024	11,376.11	501-00-62550 Sewer Treatment Charges
Total MILWAUKEE METROPOLITAN SEWAGE DISTRICT:						11,376.11	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6480340	CLINGING BOWL CLEANER; TO	10/17/2024	138.52	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6481302	JUMBO BATH TISSUE & SURCH	10/18/2024	50.44	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6481612	TOILET PAPER & FUEL SURCH	10/21/2024	53.75	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6483800	ANGEL SOFT BATH TISSUE; PA	10/25/2024	160.27	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6483801	ANGEL SOFT FACIEL TISSUE, J	10/25/2024	240.48	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						643.46	
NATIONAL INSURANCE SERVICES							
General Fund	1381	NATIONAL INSURANCE SERVIC	CALDVIL-07	Q4-24 MEDICAL CONSULTING F	10/17/2024	9,753.75	100-90-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total NATIONAL INSURANCE SERVICES:						9,753.75	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	46691	NOVEMBER 2024 OFFICE ANY	10/08/2024	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	46691	NOVEMBER 2024 OFFICE ANY	10/08/2024	300.00	501-00-64300 IT Maintenance & Subscriptions
Total NETWORK SPECIALIST OF RACINE, INC.:						600.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2418988	2024 WDNR DRINKING WATER	10/29/2024	29.00	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						29.00	
OAK CREEK WATER & SEWER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER & SEWER	5392	Q3-24; WATER TESTS	09/19/2024	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER & SEWER	5398	WATER TESTS	10/07/2024	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER & SEWER	5401	OCT-24; WATER TESTS	10/18/2024	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER & SEWER UTILITY:						1,095.00	
OIL CHANGER							
General Fund	9247	OIL CHANGER	41061sept2024	SEPTEMBER CAR WASHES 202	10/23/2024	77.00	100-30-63300 Vehicle Repairs & Maintenance
Total OIL CHANGER:						77.00	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	95131	AUG-24; IT DIRECT SUPORT	08/31/2024	3,041.24	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	96394	SEP-24; MONTHLY ONLINE DAT	10/16/2024	1,575.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	96405	OCT-24; IT DIRECT TICKET SUP	10/16/2024	8,535.40	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	96645	WIRELESS ACCESS POINT FOR	10/31/2024	239.00	100-35-64030 Office Supplies
General Fund	1071	ONTECH SYSTEMS, INC	97002	OCT-24; MONTHLY IT MANAGE	10/31/2024	3,735.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	97046	OCT-24; DIRECT IT TICKET SUP	10/31/2024	4,748.32	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:						21,873.96	
OSHKOSH FIRE & POLICE EQUIPMENT							
General Fund	1433	OSHKOSH FIRE & POLICE EQUI	194267	ANNUAL AIR TEST RENEWAL F	10/30/2024	440.00	100-35-64250 Equipment Repairs & Maintenan
Total OSHKOSH FIRE & POLICE EQUIPMENT:						440.00	
PAUL CONWAY SHIELDS							
General Fund	1466	PAUL CONWAY SHIELDS	0528797	BOOTS FOR NEW HIRE HERBE	10/30/2024	530.00	100-35-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1466	PAUL CONWAY SHIELDS	0528964	TURNOUT GEAR BAGS	10/31/2024	515.31	100-35-64070 Work Supplies
General Fund	1466	PAUL CONWAY SHIELDS	0528969	GLOVES	10/31/2024	2,405.00	100-35-64070 Work Supplies
Total PAUL CONWAY SHIELDS:						3,450.31	
PAYNE & DOLAN, INC.							
General Fund	1474	PAYNE & DOLAN, INC.	10-00023355	5.03 TN HOT MIX	10/17/2024	342.04	100-41-64090 Road Maintenance Materials
General Fund	1474	PAYNE & DOLAN, INC.	10-00023407	8.06 TN HOT MIX	10/17/2024	560.17	100-41-64090 Road Maintenance Materials
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	10-00023888	3/4" TB; NEWMAN RD AND 3 MIL	10/24/2024	7,109.57	400-41-65080 Road Improvements
General Fund	1474	PAYNE & DOLAN, INC.	10-00024058	HOT MIX 2.20TNS	10/24/2024	153.45	100-41-64090 Road Maintenance Materials
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253884-003	LRIP ASPHALT SURFACE COUR	10/23/2024	128,771.56	400-41-65080 Road Improvements
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253884-003	LRIP ASPHALT MILLING - 2024 P	10/23/2024	32,199.20	400-41-65080 Road Improvements
General Fund	1474	PAYNE & DOLAN, INC.	253884-003	DEVELOPER COSTS - AUBURN	10/23/2024	39,156.10	100-23164-001 Asphalt Dep - Auburn Hills 3B
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253884-003	2024 PAVING PROGRAM	10/23/2024	405,985.05	400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:						614,277.14	
POLICE AND SHERIFFS PRESS							
General Fund	868	POLICE AND SHERIFFS PRESS	110979	EMPLOYEE ID CARD	10/30/2024	150.00	100-30-64030 Office Supplies
Total POLICE AND SHERIFFS PRESS:						150.00	
POMPS TIRE SERVICE							
General Fund	1517	POMPS TIRE SERVICE	160157082	TIRES FOR TK#22	10/22/2024	3,679.88	100-41-63300 Vehicle Repairs & Maintenance
Total POMPS TIRE SERVICE:						3,679.88	
RACINE COUNTY TREASURER							
General Fund	1561	RACINE COUNTY TREASURER	SEPTEMBER 2	SEPTEMBER 2024 COURT FINE	10/17/2024	2,795.44	100-00-45110 Muni Court Fines
Total RACINE COUNTY TREASURER:						2,795.44	
RACINE WATER & WASTEWATER UTILITIES							
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09783	Q3-2024; QUARTERLY SEWER	10/21/2024	597,976.36	501-00-62550 Sewer Treatment Charges
Total RACINE WATER & WASTEWATER UTILITIES:						597,976.36	
RAY HINTZ INC.							
Water Utility Fund	1592	RAY HINTZ INC.	65670	3 YARDS PTS	10/29/2024	81.00	500-00-64270 Infrastructure Maintenance
Water Utility Fund	1592	RAY HINTZ INC.	65671	4 YARDS PTS	10/29/2024	108.00	500-00-64270 Infrastructure Maintenance
Water Utility Fund	1592	RAY HINTZ INC.	65672	4 YARDS PTS & 3 YARDS PTS	10/29/2024	189.00	500-00-64270 Infrastructure Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total RAY HINTZ INC.:						378.00	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00056539	CLAMP	10/15/2024	72.31	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00056636	BRAKE SHOE KIT	10/31/2024	139.62	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00056648	COOLANT TUBES; TRUCK #40	11/01/2024	659.00	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00056678	AIR SPRING; TRUCK 38	11/06/2024	75.96	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						946.89	
RGIBBS LLC							
General Fund	9335	RGIBBS LLC	10042024	INVESTIGATING OFFICER INVO	10/24/2024	430.00	100-30-51300 Education/Training/Conferences
Total RGIBBS LLC:						430.00	
ROSE PEST SOLUTIONS							
General Fund	1701	ROSE PEST SOLUTIONS	3737790	JULY 2024 - PEST CONTROL PS	07/30/2024	95.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:						95.00	
SCHNABEL PRINTING AND INVITATION CENTER							
General Fund	1033	SCHNABEL PRINTING AND INVI	126868	ASM CARDS FOR OFFICERS	10/24/2024	173.80	100-30-64030 Office Supplies
General Fund	1033	SCHNABEL PRINTING AND INVI	126901	ENVELOPES FOR PD	10/23/2024	94.80	100-30-64030 Office Supplies
Total SCHNABEL PRINTING AND INVITATION CENTER:						268.60	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8008776239	SEPT 2024; SHREDDING	10/25/2024	25.71	100-30-62100 Contracted Services
Total SHRED-IT USA:						25.71	
STATE OF WISCONSIN							
General Fund	1861	STATE OF WISCONSIN	SEPTEMBER 2	SEPTEMBER 2024 COURT FINE	10/17/2024	8,462.63	100-00-45110 Muni Court Fines
Total STATE OF WISCONSIN:						8,462.63	
STRAND ASSOCIATES INC.							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0216810	PROFESSIONAL SERVICES SE	10/11/2024	5,649.01	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						5,649.01	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
STRYKER SALES CORPORATION							
General Fund	8	STRYKER SALES CORPORATIO	9207608078	4 LP BATTERIES FOR COTS	11/05/2024	1,946.88	100-35-64250 Equipment Repairs & Maintenanc
Total STRYKER SALES CORPORATION:						1,946.88	
SUCCESS PLUMBING, INC.							
Water Utility Fund	1904	SUCCESS PLUMBING, INC.	035361	REPAIR WATER LINE & REPLAC	10/03/2024	464.85	500-00-64240 Building Repairs & Maintenance
Total SUCCESS PLUMBING, INC.:						464.85	
THE TROPHY SHOPPE							
Donation Fund	9253	THE TROPHY SHOPPE	000716	WAYNE CRAWFORD MEMORIAL	10/29/2024	46.00	250-70-64190 Caledonia Parks
Total THE TROPHY SHOPPE:						46.00	
TSI INC							
Capital Projects Fund	4220	TSI INC	91840516	FIT TESTER, SUPPLIES AND SE	11/05/2024	20,045.00	400-35-65030 Equipment
Capital Projects Fund	4220	TSI INC	91840516	SHIPPING	11/05/2024	90.31	400-35-65030 Equipment
Total TSI INC:						20,135.31	
TYLER TECHNOLOGIES, INC.							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-115867	10/09/2024 INSTALLMENT #9 OF	10/09/2024	7,133.34	100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:						7,133.34	
ULINE							
General Fund	2030	ULINE	184527302	EVIDENCE BAGS	10/18/2024	75.33	100-30-64070 Work Supplies
Total ULINE:						75.33	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470062798	OCT-24; COVERALLS & RAGS	10/15/2024	137.66	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470063563	OCT-24; COVERALLS & RAGS	10/22/2024	137.66	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470064293	OCT-24; COVERALLS & RAGS	10/29/2024	137.66	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470065077	NOV-24; COVERALLS & RAGS	11/05/2024	137.66	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						550.64	
VESTIS							
General Fund	2320	VESTIS	6140469733	OCT. 2024; RUG DELIVERY - H	10/16/2024	574.01	100-43-62100 Contracted Services
General Fund	2320	VESTIS	6140477713	OCT-24; RUG DELIVERY - VILLA	10/30/2024	346.47	100-43-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total VESTIS:						920.48	
VON BRIESEN & ROPER SC							
TID #5 Fund	2091	VON BRIESEN & ROPER SC	472215	OCT. 2024; ERIE STREET MAT	10/10/2024	212.50	415-00-61000 Professional Services
Total VON BRIESEN & ROPER SC:						212.50	
WESTERN CULVERT & SUPPLY INC.							
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	071554	AUG-24; CULVERT PIECES AND	09/27/2024	5,163.60	502-00-65151 Culvert Replacements
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	071565	AU-24; 36" FLARED END	09/30/2024	514.90	502-00-65151 Culvert Replacements
Total WESTERN CULVERT & SUPPLY INC.:						5,678.50	
WI DEPT OF JUSTICE-TIME							
General Fund	2142	WI DEPT OF JUSTICE-TIME	455TIME-0000	Q4-24; QUARTERLY TIME ACCE	10/10/2024	651.75	100-30-62100 Contracted Services
Total WI DEPT OF JUSTICE-TIME:						651.75	
WIRTH + BAYNARD							
General Fund	2484	WIRTH + BAYNARD	232	CLAIM # PR074143	10/24/2024	7,525.00	100-90-61100 Legal Fees
Total WIRTH + BAYNARD:						7,525.00	
WISCONSIN HUMANE SOCIETY							
General Fund	2180	WISCONSIN HUMANE SOCIETY	3090	AUG-24; ANIMAL SHELTER CON	10/01/2024	1,270.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:						1,270.00	
WISCONSIN RURAL WATER ASSOC							
Water Utility Fund	2185	WISCONSIN RURAL WATER AS	2824	ATTENDANCE AT TRAINING SE	10/22/2024	550.00	500-00-51300 Education/Training/Conferences
Total WISCONSIN RURAL WATER ASSOC:						550.00	

Grand Totals: **TOTAL PAYMENTS BY FUND** 2,522,543.89

Capital Projects Fund	\$ 697,452.44
Cemetary Fund	\$ 18.84
Donation Fund	\$ 166.39
General Fund	\$ 482,497.44
Sewer Utility Fund	\$ 758,780.65
Storm Water Utility Fund	\$ 75,087.56
TID #4 Fund	\$ 64,030.49
TID #5 Fund	\$ 212.50
Water Utility Fund	\$ 444,297.58
TOTAL	\$2,522,543.89

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
US BANK CORPORATE CARD							
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	152809801091	INTERNET CHARGES 9/14/24-10	501-00-64150 Communication Services	89.99
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	152809801091	INTERNET CHARGES 9/14/24-10	500-00-64150 Communication Services	89.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-1669044-5	SAFETY VEST	100-41-64090 Road Maintenance Materi	144.20
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113652499977	LITHIUM CELL BATTERIES	100-35-64070 Work Supplies	20.88
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-159-4115-4	TOTAL STATION BATTERIES	100-42-64070 Work Supplies	166.91
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-8955635-1	PAPER	100-40-64030 Office Supplies	107.06
General Fund	2434	US BANK CORPORATE CARD	MAYER REPAIR	21127s	REPAIR OF REAR AIR RIDE LEV	100-35-63300 Vehicle Repairs & Mainte	2,780.03
General Fund	2434	US BANK CORPORATE CARD	AMAZON	3398643	LAWN AND GARDEN SPRAYER	100-41-64070 Work Supplies	20.95
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	40022036	ADULT I-GEL, SUCTION KIT	100-35-64280 Medical Supplies	102.12
General Fund	2434	US BANK CORPORATE CARD	WWP ALCS LANDSCAPE MAINT	45776	FALL TREATMENT - VILLAGE H	100-43-64260 Grounds Repairs & Maint	278.25
General Fund	2434	US BANK CORPORATE CARD	MIDWEST BUS PARTS INC	92219-1	CREDIT FOR TAX, PART ORDER	100-35-63300 Vehicle Repairs & Mainte	-5.16
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-0497239-2	BOOT DRYER	100-42-64070 Work Supplies	58.79
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-0573125-2	PK NAILS	100-42-64070 Work Supplies	37.24
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-6286067-4	DIGITAL LEVEL	100-42-64070 Work Supplies	320.62
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-9072367-2	SURVEY FLAGS	100-42-64070 Work Supplies	27.58
General Fund	2434	US BANK CORPORATE CARD	MONTAGE ENTERPRISES, INC	114939	ROLLER BEARING	100-41-63300 Vehicle Repairs & Mainte	420.78
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-9457440-4	PK NAILS	100-42-64070 Work Supplies	37.24
General Fund	2434	US BANK CORPORATE CARD	FRANK BOUCHER	224526	RUNNING BOARDS - PARKS TR	100-70-63300 Vehicle Maintenance	408.38
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCCD-00	LEGAL NOTICES; 9/9/24, 9/16/24	100-90-61100 Legal Fees	865.14
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCCD-00	PUBLISH ORDINANCE 2024-13;	100-11-64010 Notifications/Publications	26.47
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCCD-00	NOTICE OF ORDINANCE; 10/2/2	100-60-64010 Notifications/Publications	61.19
General Fund	2434	US BANK CORPORATE CARD	BATTERIES PLUS	P76269537	BATTERIES	100-41-64240 Building Repairs & Mainte	110.99
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	081715	FPC INTERVIEW SUPPLIES	100-35-64070 Work Supplies	27.21
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-4630333-4	PORTFOLIOS	100-35-64070 Work Supplies	84.96
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-6812506-5	OXYGEN BAGS USED FOR TRA	100-35-51300 Education/Training/Confe	146.97
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114135473891	USB FAST CHARGER FOR CHA	100-35-64070 Work Supplies	26.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-2685048-3	RADIATOR ADAPTER	100-41-63300 Vehicle Repairs & Mainte	50.38
General Fund	2434	US BANK CORPORATE CARD	AMAZON	3031400B	SHIPPING CREDIT	100-41-63300 Vehicle Repairs & Mainte	-10.50
General Fund	2434	US BANK CORPORATE CARD	OFFICE DEPOT	9/27/2024	PLASTIC DIVIDERS FOR BINDE	100-35-64030 Office Supplies	31.26
General Fund	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	CFTC6B	ADDITIONAL ADOBE ACROBAT	100-90-64300 IT Maintenance & Subscri	194.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC052973	0.64TN COLD PATCH	100-41-64090 Road Maintenance Materi	111.36
General Fund	2434	US BANK CORPORATE CARD	FBI LEEDA INC	200113178	SGT TRONGEAU TRAINING	100-30-51300 Education/Training/Confe	795.00
General Fund	2434	US BANK CORPORATE CARD	O & H DANISH BAKERY	411058	FPC INTERVIEW SUPPLIES	100-35-64070 Work Supplies	61.25
General Fund	2434	US BANK CORPORATE CARD	O & H DANISH BAKERY	411061	FPC INTERVIEW SUPPLIES	100-35-64070 Work Supplies	95.13
Water Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9975217139	SEP-24; SCADA ALARM SYSTE	500-00-64150 Communication Services	20.00
Sewer Utility Fund	2434	US BANK CORPORATE CARD	VERIZON WIRELESS	9975217139	SEP-24; SCADA ALARM SYSTE	501-00-64150 Communication Services	20.01
General Fund	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	CFPZZQ	DOCKING STATIONS (2); FD 10	100-35-64030 Office Supplies	220.38
General Fund	2434	US BANK CORPORATE CARD	KRIETE GROUP	R103019070	FUEL INJECTOR REPLACEMEN	100-41-63300 Vehicle Repairs & Mainte	7,786.93
General Fund	2434	US BANK CORPORATE CARD	ILLINOIS TOLLWAY - AUTOREPL	045791	IL TOLL REPLENISH	100-30-51300 Education/Training/Confe	20.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-1669044-5	SAFETY VESTS	100-41-64090 Road Maintenance Materi	-144.20

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5118306-8	CRIMP CONNECTORS	100-41-63300 Vehicle Repairs & Mainte	21.98
Donation Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5458037-0	CANDY FOR COMMUNITY EVE	250-30-64190 Police Dept Donations	54.96
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5458037-0	COFFEE GRINDER	100-30-64030 Office Supplies	27.00
Capital Projects Fun	2434	US BANK CORPORATE CARD	GLEASON REDI MIX	336742	SLURRY	400-41-65080 Road Improvements	1,479.00
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCD-00	PH: REPEAL & RECREATE ORD	100-60-64010 Notifications/Publications	52.11
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCD-00	PH; CUP 7839 DOUGLAS	100-23163-120 7839 Douglas-David SM	65.93
General Fund	2434	US BANK CORPORATE CARD	SP FIRE MAUL	7817-FMT	FIRE WRAP FOR AXES AND HA	100-35-64250 Equipment Repairs & Mai	68.38
General Fund	2434	US BANK CORPORATE CARD	TRANSUNION RISK AND ALTER	781849-20240	TLO USAGE; SEPT 24	100-30-62100 Contracted Services	75.00
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	BV5MV77Z	HOTEL FOR 2025 CONFERENC	100-16200-000 Prepaid Expenses	139.00
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	FMC6UY5S	HOTEL CONFERENCE	100-16200-000 Prepaid Expenses	139.00
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J00561	FASTENERS	100-41-64090 Road Maintenance Materi	10.37
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113990237004	STREAK FREE GLASS CLEANE	100-35-64100 Janitorial Supplies	22.81
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-0137591-7	AIR FILTER	100-41-63300 Vehicle Repairs & Mainte	35.21
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	14013407	NITRO TABS, INFUSION PRESS	100-35-64280 Medical Supplies	55.59
General Fund	2434	US BANK CORPORATE CARD	AMAZON	2018648	SAFETY VESTS	100-41-64090 Road Maintenance Materi	114.49
Capital Projects Fun	2434	US BANK CORPORATE CARD	GLEASON REDI MIX	336541	SLURRY	400-41-65080 Road Improvements	788.00
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	40026769	EMS BAG FOR TRAINING SUPP	100-35-51300 Education/Training/Confe	346.99
General Fund	2434	US BANK CORPORATE CARD	AIRGAS NORTH CENTRAL	9153943589	ARGON GAS	100-41-64070 Work Supplies	308.31
General Fund	2434	US BANK CORPORATE CARD	CDW GOVERNMENT	PCSC116	ADOBE ACCROBAT; ADDITIONA	100-90-64300 IT Maintenance & Subscri	194.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7831237-4	REPLACEMENT COMPUTER M	100-90-64320 IT Infrastructure	354.78
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-6081559-8	NITROGEN OXIDE SENSOR	100-41-63300 Vehicle Repairs & Mainte	105.00
General Fund	2434	US BANK CORPORATE CARD	CUMMINS SALES AND SERVICE	F6-241081918	GENERATOR OIL	100-41-64240 Building Repairs & Mainte	120.71
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	RFMC6UY5S	HOTEL TRAINING TRONGEAU	100-30-51300 Education/Training/Confe	173.08
General Fund	2434	US BANK CORPORATE CARD	KALAHARI RESORT	RFMC6UY5S-1	TINGWALD HOTEL TRAINING	100-30-51300 Education/Training/Confe	173.08
General Fund	2434	US BANK CORPORATE CARD	BADGER TRUCK CTR	1008147	FRONT END ALIGNMENT	100-41-63300 Vehicle Repairs & Mainte	267.45
Water Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	113-3069547-2	UTILITY TRUCK; EXTERIOR OU	500-00-63300 Vehicle Repairs & Mainte	10.83
Sewer Utility Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	113-3069547-2	UTILITY TRUCK; EXTERIOR OU	501-00-63300 Vehicle Repairs & Mainte	10.84
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6524999-7	WHITE OUT CORRECTIOIN FLU	100-35-64030 Office Supplies	4.62
Water Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101100	INTERNET CHARGES 10/7/24-10	500-00-64150 Communication Services	173.33
Sewer Utility Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	123964101100	INTERNET CHARGES 10/7/24-10	501-00-64150 Communication Services	173.34
General Fund	2434	US BANK CORPORATE CARD	AMAZON	1515465	TRUCK 43; SENSOR PLUG	100-41-63300 Vehicle Repairs & Mainte	17.98
General Fund	2434	US BANK CORPORATE CARD	RAY HINTZ INC.	727623002040	LANDSCAPE FABRIC	100-70-64070 Work Supplies	262.08
General Fund	2434	US BANK CORPORATE CARD	HOLIDAY INN EXPRESS	88209048	CHIEF HOTEL CONFERENCE	100-30-51300 Education/Training/Confe	98.00
General Fund	2434	US BANK CORPORATE CARD	BATTERIES PLUS	P76269537B	BATTERIES / FIRE ALARM	100-41-64240 Building Repairs & Mainte	53.76
General Fund	2434	US BANK CORPORATE CARD	PAYPAL *RACINECOUNT RA	TJNZYV9VTY	RCEDC MEMBER REGISTRATIO	100-13-51320 Memberships/Dues	21.00
General Fund	2434	US BANK CORPORATE CARD	NETWORK SOLUTIONS	100630685	2024-2025; DOMAIN RENEWAL	100-90-64300 IT Maintenance & Subscri	74.15
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-3851008-2	ANTISEPTIC TOWLETTES FOR	100-30-64070 Work Supplies	65.98
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	14821113,1484	ELECTRODES, CATHETERS, NA	100-35-64280 Medical Supplies	1,023.10
General Fund	2434	US BANK CORPORATE CARD	BP#6295000RED PINE AMOCO	712514413	RADKE FUEL TO K9 CONFEREN	100-30-63200 Fuel, Oil, Fluids	30.34
General Fund	2434	US BANK CORPORATE CARD	BEST BUY	727623002040	SANDISK CONVERSION FOR D	100-42-64030 Office Supplies	30.44
General Fund	2434	US BANK CORPORATE CARD	DOJ EPAY RECORDS CHECK	WINWOR0291	SEPT. -24 ; WI ONLINE BACKGR	100-11-61000 Professional Services	63.00

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	WIPEG	1241	CHIEF WIPEG CONFERENCE DI	100-30-51300 Education/Training/Confe	30.00
Recycling Fund	2434	US BANK CORPORATE CARD	MOBILE REDUCTION SPECIALI	74880 74808	30 CU YD CONTAINERS (6)	241-00-62800 Waste Disposal	2,790.00
General Fund	2434	US BANK CORPORATE CARD	VESTIS	860112340093	SEP-24; UNIFORMS	100-35-62100 Contracted Services	714.48
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J04565	MARKING PAINT	100-41-64090 Road Maintenance Materi	18.98
General Fund	2434	US BANK CORPORATE CARD	JOHN PALLAS	144	BACKGROUND INVESTIGATION	100-35-51100 Testing/Physicals	3,975.00
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	15330767	BANDAGES, INSYTE AUTOGUA	100-35-64280 Medical Supplies	466.62
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCC-00	PH; 16-10-3	100-60-64010 Notifications/Publications	53.49
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCC-00	SVD - 11.5.2024	100-12-64010 Notifications/Publications	24.92
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCC-00	ORDINANCE 2024-14	100-11-64010 Notifications/Publications	16.43
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCC-00	POLLING LOCATION CHANGE	100-12-64010 Notifications/Publications	27.24
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	66030318	IV TUBING CAPNOGRAPHY KIT	100-35-64280 Medical Supplies	170.21
General Fund	2434	US BANK CORPORATE CARD	TANGENT, INC.	Q516818	2024-2025 RENEWAL; TANGENT	100-90-64300 IT Maintenance & Subscri	1,250.34
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC053062	1.2TNS COLD PATCH	100-41-64090 Road Maintenance Materi	208.80
Donation Fund	2434	US BANK CORPORATE CARD	HAPPY TAILS PET SUPPLIES	10710653	FOOD FOR LOUIE	250-30-64192 Police K9	62.83
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6524999-7	WIRELESS MOUSE AND ERGO	100-35-64030 Office Supplies	33.98
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7209157-8	MICRO-COMPUTER FOR DETE	100-30-64070 Work Supplies	675.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7209157-8	MICRO-COMPUTER FOR FIRE S	100-35-64030 Office Supplies	675.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-4495596-8	VACUUM FOR VILLAGE HALL	100-43-64100 Janitorial Supplies	300.34
Donation Fund	2434	US BANK CORPORATE CARD	RADISSON HOTEL	67039	RADKE HOTEL K9 CONFERENC	250-30-64192 Police K9	270.00
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	025368	OPEN HOUSE SUPPLIES	100-35-64070 Work Supplies	31.92
Donation Fund	2434	US BANK CORPORATE CARD	WALGREENS	062432320845	COMMUNITY EVENTS SUPPLIE	250-30-64190 Police Dept Donations	75.56
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1517672-4	MOUNTING BRACKET & ADAPT	100-30-64070 Work Supplies	59.38
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-1517672-4	MOUNTING BRACKET & ADAPT	100-35-64030 Office Supplies	59.38
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-5095934-4	HANGING FILE FOLDERS	100-42-64030 Office Supplies	32.76
General Fund	2434	US BANK CORPORATE CARD	GFS STORE	55	ANNUAL OPEN HOUSE SUPPLI	100-35-64070 Work Supplies	268.24
General Fund	2434	US BANK CORPORATE CARD	STONE HARBOR	RSHLWJWV9X	RESORT FEE ON HOTEL OFC B	100-30-51300 Education/Training/Confe	23.52
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-0119802-3	FLASH DRIVES/FOLDERS/FREE	100-30-64030 Office Supplies	150.54
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-7005565-3	HALLOWEEN CANDY FOR TRIC	100-35-64070 Work Supplies	92.95
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	111-7005565-3	LITHIUM CELL BATTERIES	100-35-64250 Equipment Repairs & Mai	20.88
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6284676-8	CLEANER DISINFECTANT	100-35-64100 Janitorial Supplies	38.78
General Fund	2434	US BANK CORPORATE CARD	SQ* NATIONAL TACTICAL OFF	20251130	BASIC SWAT TRAINING; HOLIM	100-30-51300 Education/Training/Confe	1,668.00
Water Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2024 - TELEPHONE CHAR	500-00-64150 Communication Services	164.38
Sewer Utility Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2024 - TELEPHONE CHAR	501-00-64150 Communication Services	164.39
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2024 - TELEPHONE CHAR	100-30-64150 Communication Services	1,723.32
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2024 - TELEPHONE CHAR	100-35-64150 Communication Services	1,161.36
General Fund	2434	US BANK CORPORATE CARD	AT & T	287299115248	08/23/2024 - TELEPHONE CHAR	100-43-64150 Communication Services	861.66
General Fund	2434	US BANK CORPORATE CARD	GLEASON REDI MIX	337001	SLURRY 15 YDS	100-41-64090 Road Maintenance Materi	1,479.00
General Fund	2434	US BANK CORPORATE CARD	GLEASON REDI MIX	337235	SLURRY 7 YDS	100-41-64090 Road Maintenance Materi	691.00
General Fund	2434	US BANK CORPORATE CARD	GLEASON REDI MIX	337314	SLURRY 7 YRD	100-41-64090 Road Maintenance Materi	691.00
General Fund	2434	US BANK CORPORATE CARD	GLEASON REDI MIX	337369	SLURRY 7 YRD	100-41-64090 Road Maintenance Materi	691.00
General Fund	2434	US BANK CORPORATE CARD	BRIAN HOUTSINGER SNAP	10152417569	TOOLS	100-41-63300 Vehicle Repairs & Mainte	159.00

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	RAY HINTZ INC.	101624	FABRIC - PARK MULCH	100-70-64070 Work Supplies	32.76
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-6010420-7	FRIDGE FOR STORAGE OF ME	100-35-64250 Equipment Repairs & Mai	742.49
General Fund	2434	US BANK CORPORATE CARD	PTC EZPASS CSC WEB IVR	136919011	TOLLS LT LAEHR FBI ACADEMY	100-30-51300 Education/Training/Confe	24.80
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	15718847,1585	FIBER OPTIC HANDLE,NASAL A	100-35-64280 Medical Supplies	349.30
General Fund	2434	US BANK CORPORATE CARD	IN *HALOSIL INTERNATIONAL	588	PARTS TO REPAIR NOZZLE ON	100-35-64250 Equipment Repairs & Mai	177.12
General Fund	2434	US BANK CORPORATE CARD	BEST WESTERN PREMIER	602976	COMMAND COLLEGE HOTEL;	100-30-51300 Education/Training/Confe	202.00
General Fund	2434	US BANK CORPORATE CARD	MILWAUKEE TRACTOR & EQUIP	IM14582	TRACTOR PARTS	100-41-63300 Vehicle Repairs & Mainte	787.55
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J09037	PAINT	100-41-63300 Vehicle Repairs & Mainte	192.14
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J09208	PAINT ROLLERS	100-41-64070 Work Supplies	19.78
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J09209	PAINT ROLLER	100-41-64070 Work Supplies	9.89
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	071664501001	OCT 24 INTERNET AND TV CHA	100-43-64150 Communication Services	4,018.36
General Fund	2434	US BANK CORPORATE CARD	HI-LINE, INC	11163150	CABLE TIES, CUT OFF WHEEL,	100-41-64070 Work Supplies	231.45
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	152810401100	OCTOBER 24 PHONE AND INTE	100-43-64150 Communication Services	1,578.35
General Fund	2434	US BANK CORPORATE CARD	UVT - FAYETTEVILLE, AR	1985-3069	OFC FRIESEMA DRONE TRAINI	100-30-51300 Education/Training/Confe	99.00
General Fund	2434	US BANK CORPORATE CARD	FRESKA	6SCY9NRJ0J4	DINNER ON THURSDAY NIGHT	100-35-51300 Education/Training/Confe	12.40
General Fund	2434	US BANK CORPORATE CARD	QUADIENT LEASING USA	Q1565112	Q4-24; POSTAGE MACHINE LEA	100-90-62300 Office Equipment Rental	776.94
General Fund	2434	US BANK CORPORATE CARD	STORE	017731	LUNCH FOR LT GREEN WHILE	100-35-51300 Education/Training/Confe	13.18
General Fund	2434	US BANK CORPORATE CARD	KELLER HEARTT CO. INC.	0480522-IN	55 GALLON OIL DRUM	100-35-63200 Fuel, Oil, Fluids	808.75
General Fund	2434	US BANK CORPORATE CARD	CAFE HOLLANDER HILLDALE	067225 101820	LUNCH FOR LT GREEN WHILE	100-35-51300 Education/Training/Confe	17.95
Donation Fund	2434	US BANK CORPORATE CARD	WALMART	083311440158	COMMUNITY EVENTS; TV	250-30-64190 Police Dept Donations	123.90
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-1728604-3	SINGLE GAS CO MONITOR	100-35-64070 Work Supplies	96.00
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113361922359	TIDE PODS AND DRYER SHEET	100-35-64100 Janitorial Supplies	50.38
General Fund	2434	US BANK CORPORATE CARD	FREEHOUSE PUB	14 10192024	LUNCH FOR LT GREEN WHILE	100-35-51300 Education/Training/Confe	20.05
General Fund	2434	US BANK CORPORATE CARD	BUY RIGHT, INC.	14873-445996	OIL	100-41-63300 Vehicle Repairs & Mainte	118.16
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	1CFW9S4	MS POWER B1 PRO LICENSE;	100-30-64300 IT Maintenance & Subscri	17.00
General Fund	2434	US BANK CORPORATE CARD	HOLIDAY INN EXPRESS	25560758	LODGING FOR NIGHT BEFORE	100-35-51300 Education/Training/Confe	129.00
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	40039462	ENDO TUBE INTRODUCER, I-G	100-35-64280 Medical Supplies	128.33
General Fund	2434	US BANK CORPORATE CARD	BOUND TREE MEDICAL LLC	40040387	FINGER SENSO FOR SPO2, CA	100-35-64280 Medical Supplies	176.71
General Fund	2434	US BANK CORPORATE CARD	CAFE ZUPAS	4903548	DINNER FOR LT GREEN WHILE	100-35-51300 Education/Training/Confe	15.65
General Fund	2434	US BANK CORPORATE CARD	SPECTRUM ENTERPRISE	8348 10 113 00	OCT-24; NICHOLSON RD FIRE S	100-35-64150 Communication Services	55.15
General Fund	2434	US BANK CORPORATE CARD	UPS	0000F5A53642	SHIPPING FOR MAILING BACK	100-35-64040 Postage & Shipping	32.28
General Fund	2434	US BANK CORPORATE CARD	G T DISTRIBUTORS, INC	100165751	RED DOT	100-30-64070 Work Supplies	579.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-0955656-0	NEW PD ADDRESS STAMP	100-30-64030 Office Supplies	10.94
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-7451672-2	PLEDGE MULTI SURFACE CLEA	100-35-64100 Janitorial Supplies	22.73
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	113-7451672-2	HALDEX KNOB -- PARKING BRA	100-35-64250 Equipment Repairs & Mai	16.20
General Fund	2434	US BANK CORPORATE CARD	HOLIDAY INN EXPRESS	29053528	3 NIGHT ACCOMODATION FOR	100-35-51300 Education/Training/Confe	589.00
General Fund	2434	US BANK CORPORATE CARD	MZEROA COM & REMOTE pILO	720024002705	DRONE TRAINING; HANLET, WE	100-30-51300 Education/Training/Confe	297.00
General Fund	2434	US BANK CORPORATE CARD	SHERWIN INDUSTRIES	SC053105	ROADSAVER 221	100-41-64090 Road Maintenance Materi	3,493.32
General Fund	2434	US BANK CORPORATE CARD	OPTICSPLANET, INC	101-1021-3791	RAIL MOUNTS, MAGPULS	100-30-64070 Work Supplies	423.65
General Fund	2434	US BANK CORPORATE CARD	O & H DANISH BAKERY	10222024	EVIDENCE CLASS SUPPLIES	100-31-51300 Education/Training/Confe	36.75
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-1410209-2	BANDAIDS FOR FIRST AID KIT	100-30-64030 Office Supplies	3.77

FUND	Vendor	Vendor Name	Merchant Name	Invoice Number	Description	GL Account and Title	Net Invoice Amount
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5327686-6	FOLDERS,CLIPBOARDS,FLASH	100-30-64030 Office Supplies	71.06
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5956218-0	PHONE CASES NEW SQUAD P	100-30-64070 Work Supplies	76.89
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-63900046-	GLOVES	100-41-64070 Work Supplies	124.99
General Fund	2434	US BANK CORPORATE CARD	AMAZON	114-7783307-7	KEYBOARD & MOUSE COMBO	100-40-64070 Work Supplies	30.98
General Fund	2434	US BANK CORPORATE CARD	HK PARTS NET	156121	MAGAZINE,FOREARM,SCOPE	100-30-64070 Work Supplies	426.83
General Fund	2434	US BANK CORPORATE CARD	PICK N SAVE	534502737850	EVIDENCE COURSE SUPPLIES	100-31-51300 Education/Training/Confe	11.97
General Fund	2434	US BANK CORPORATE CARD	EUROOPTIC LTD ONLINE	774361	RED DOT W/MOUNT	100-30-64070 Work Supplies	451.82
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111-5755310-6	HOURS WINDOW DECAL	100-30-64030 Office Supplies	31.73
General Fund	2434	US BANK CORPORATE CARD	RACINE TIRE & AUTO SERVICE	000743	TIRES	100-41-63300 Vehicle Repairs & Mainte	780.00
General Fund	2434	US BANK CORPORATE CARD	O & H DANISH BAKERY	10212024	EVIDENCE TRAINING CLASS D	100-31-51300 Education/Training/Confe	34.50
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113-6284676-8	ITEM NEVER RECEIVED - CRED	100-35-64100 Janitorial Supplies	-38.78
General Fund	2434	US BANK CORPORATE CARD	US BANK CORPORATE CARD	114-8306995-5	VOICEMAILBOOKS, FILE FOLD	100-40-64030 Office Supplies	42.86
General Fund	2434	US BANK CORPORATE CARD	ABEBOOKS.CO	692012658	ESI 2 BOOKS FOR ONLINE TRAI	100-35-51300 Education/Training/Confe	412.65
General Fund	2434	US BANK CORPORATE CARD	KORTENDICK HARDWARE	J13324	FASTNERS	100-41-63300 Vehicle Repairs & Mainte	18.80
General Fund	2434	US BANK CORPORATE CARD	AMAZON	111899454277	REFRIGERATOR FOR MED 12	100-35-64250 Equipment Repairs & Mai	1,163.74
General Fund	2434	US BANK CORPORATE CARD	AMAZON	112-3995731-3	PICTURE FRAMES PHOTO WAL	100-30-64030 Office Supplies	100.88
General Fund	2434	US BANK CORPORATE CARD	AMAZON	113967836444	WIRELESS REMOTE HOLDER F	100-35-64250 Equipment Repairs & Mai	12.95
General Fund	2434	US BANK CORPORATE CARD	LUETZOW INDUSTRIES	115803A	TRASH BAGS	100-41-64070 Work Supplies	199.48
General Fund	2434	US BANK CORPORATE CARD	HENRY SCHEIN	16665182	NON-REBRETHER MASK, STIF	100-35-64280 Medical Supplies	377.79
General Fund	2434	US BANK CORPORATE CARD	MAYER REPAIR	20816s	REPAIR TO AIR CONDITIONER	100-35-63300 Vehicle Repairs & Mainte	2,778.87
General Fund	2434	US BANK CORPORATE CARD	MAYER REPAIR	20949s	OIL LEAK AND AC REPAIRS ON	100-35-63300 Vehicle Repairs & Mainte	2,449.28
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCCD-00	PUBLIC HEARING NOTICE- LUA	100-23163-121 Thomas Tree Plantation	124.47
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCCD-00	PUBLIC HEARING - REZONE TH	100-23163-121 Thomas Tree Plantation	67.31
General Fund	2434	US BANK CORPORATE CARD	COLUMN PUBLIC NOTICE - JOU	65E8FDCCD-00	11.5.24 TYPE D - VOTING	100-12-64010 Notifications/Publications	58.11
General Fund	2434	US BANK CORPORATE CARD	ZOOM	INV278348712	OCT-NOV 24; ZOOM VIDEO CO	100-60-61000 Professional Services	31.98
General Fund	2434	US BANK CORPORATE CARD	BLACKHAWK TACTICAL	MIL00000017	HOLSTER CHIEF	100-30-50290 Other Personnel Benefits	80.80

Total US BANK CORPORATE CARD:

71,535.59

Grand Totals:

<u>PAYMENT TOTALS BY FUND</u>	
Capital Projects Fund	\$ 2,267.00
Donations Fund	\$ 587.25
General Fund	\$64,974.24
Recycling Funds	\$ 2,790.00
Sewer Utility Fund	\$ 458.57
Water Utility Fund	\$ 458.53
TOTALS	\$71,535.59

71,535.59