
***Revised* VILLAGE BOARD MEETING AGENDA**

Tuesday, October 28, 2025

Immediately following the Committee of the Whole Meeting, but not before 6:15 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 14, 2025
5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.
6. **Ordinances and Resolutions**
 - A. **Resolution 2025-080** – Approving the 2026 Village Fee Schedule (*CoW 10/14/25, 7-0*)
 - B. **Resolution 2025-081** – Approving Halloween Trick or Treating Hours in the Village of Caledonia
 - C. **Resolution 2025-082** – Approving and Authorizing the Village of Caledonia to Enter Into a Development Agreement with Breg Caledonia, Inc. and Middle Road, LLC in Tax Incremental District No. 6
 - D. **Resolution 2025-083** – Authorizing the Issuance of a Taxable Tax Increment Revenue Bond (Breg Caledonia, Inc. - TID No. 6)
7. **New Business**
 - A. Approval of A/P Checks
8. **Closed Session**
 - A. **The Village Board may 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 possible developments in TID 6, and
 - B. Pursuant to s. 19.85(1)(c), Wis. Stat., “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility,” **specifically**: to conduct Village Administrator Annual Review
 - C. **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.
9. **Adjournment**

**Village Board Meeting Minutes
October 14, 2025**

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: 7 – President Weatherston, Trustee Lambrecht, Trustee Stillman, Trustee Martin, Trustee Pierce, Trustee McManus and Trustee Wishau

EXCUSED: 0

STAFF: Village Administrator Todd Willis, Village Attorney Elaine Ekes, Finance Director Wayne Krueger, Human Resources Manager Amanda Ardis, Public Works Director Anthony Bunkelman, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Walter Leininger, Deputy Clerk Brittany Kickland, and Village Clerk Jennifer Bass

4 – Approval of Minutes

Motion by Trustee Pierce to approve the minutes of the September 23, 2025 Village Board meeting, seconded by Trustee Lambrecht. **The motion carried 7-0.**

Direction to staff to review minutes for missing speakers and addresses from public comment section. Review of recording and minutes found all speakers and addresses were properly documented.

5 – Public Comment

The following people appeared to speak before the Village Board:

1. Paula Pintar, 7348 Botting Rd – Comments on board responsibilities
2. John Pintar, 7348 Botting Rd – Comments on hypothetical data center development
3. Michael Moore, 1014 Hialeah Dr – Comments on board member behavior and rescinded data center proposal
4. Chris Atkinson, 6205 STH 31 – Comments on citizen participation in village business
5. Jennifer Berg, 6001 6 Mile Rd – Comments on rescinded data center proposal and concerns about future land use plans
6. Jill Buchman, 6508 Pinetree Cir – Comments on committee member behavior
7. Valerie Lancelle, 10810 7 Mile Rd – Comments on rescinded data center proposal and concerns about future land use plans
8. Jerilyn Barkdell, 5147 Pinetree Cir – Comments on rescinded data center proposal
9. Prescott Balch, 7337 Foley Rd – Comments on rescinded data center proposal
10. Ron Coutts, 609 Kentwood Dr – Comments on Crawford Park funding in the proposed 2026 budget and questions about TIDs

11. Bill Streeter, 4835 Ruby Ave – Comments on rescinded data center proposal
12. Marcia Buhler, 3695 Newman Rd – Comments on rescinded data center proposal and concerns about the Special Comprehensive Plan Committee
13. Kim Hoover, 8220 Foley Rd – Comments on government transparency and future land uses

6 – Ordinances and Resolutions

- A. **Ordinance 2025-12** – To Amend Zoning Districts of the Zoning Map Adopted Under Section 16-2-3 of the Code of Ordinances of the Village of Caledonia Approving a Request to Rezone a ±42.05-Acre Parcel from A-3, General Farming III District to A-2, Agricultural District for the Parcel Located on the Northwest Corner of 4 Mile Road and Nicholson Road, Parcel Id No. 104-22-21-042-00, Village of Caledonia, Racine County, WI, Holding & Kolb Inc., Owner (*Plan 9/29/25, 5-0*)

Motion by Trustee Martin to approve the ordinance, seconded by Trustee Stillman.
Motion carried 7-0.

- B. **Resolution 2025-070** – Approving a Request for a Conditional Use Permit to Allow the Construction and Operation of a 73-Unit Senior-Living Apartment Building for the Property Located Directly East of 5333 Douglas Avenue, Alf McConnell, Applicant; Alfred G. McConnell Trust Agreement Dated August 5, 1993, Owner (*Plan 9/29/25, 6-0*)

Motion by Trustee Pierce to approve the resolution, seconded by Trustee Stillman.
Motion carried 7-0.

- C. **Resolution 2025-071** – Approving a Request for a Conditional Use Permit to Construct Four Self-Storage Buildings on the Parcel Located on the Southwest Corner of Storage Drive and Quick Drive; Sam Modder, Owner; John Greenwood, Applicant (*Plan 9/29/25, 6-0*)

Motion by Trustee Pierce to approve the resolution, seconded by Trustee Martin.
Motion carried 7-0.

- D. **Resolution 2025-072** – Approving a Request for a Building, Site, and Operation Plan to Construct Four Self-Storage Buildings on the Parcel Located on the Southwest Corner of Storage Drive and Quick Drive; Sam Modder, Owner; John Greenwood, Applicant (*Plan 9/29/25, 6-0*)

Motion by Trustee Lambrecht to approve the resolution, seconded by Trustee Stillman.
Motion carried 7-0.

- E. **Resolution 2025-073** – Approving a Request for a Building, Site, and Operations Plan to Construct and Utilize a 0.241-Acre Ground Solar Power Array at 8332 Northwestern Ave, Sean Currie, Applicant, Racine Unified School District, Owner (*Plan 9/29/25, 7-0*)

Motion by Trustee Martin to approve the resolution, seconded by Trustee Stillman.

Motion carried 7-0.

- F. **Resolution 2025-074** – Approving a Request for a Building, Site, and Operations Plan to Expand an Electric Vehicle Charging Station at 13712 Northwestern Avenue, Village of Caledonia, Racine County, WI; Phillip Johnson, Applicant; Pilot Travel Centers LLC, Owner (*Plan 9/29/25, 7-0*)

Motion by Trustee Lambrecht to approve the resolution, seconded by Trustee Pierce.
Motion carried 7-0.

- G. **Resolution 2025-075** – Approving Public Participation Procedures for Amending or Updating the Comprehensive Plan for the Village of Caledonia (*Plan 9/29/25, 6-1*)

Motion by President Weatherston to approve the resolution, seconded by Trustee Stillman.

Motion by Trustee McManus to amend the Public Participation Procedures to include monthly updates to the Committee of the Whole, seconded by Trustee Stillman. **Motion carried by the following roll call vote:**

Ayes: 7 – Weatherston, McManus, Wishau, Lambrecht, Pierce, Martin, and Stillman
Nays: 0 –

Motion to approve the resolution as amended carried by the following roll call vote:
Ayes: 5 – Weatherston, McManus, Wishau, Lambrecht, and Stillman
Nays: 2 – Pierce, Martin

- H. **Resolution 2025-076** – A Resolution Approving Certified Survey Map # _____; and a Waiver to 14-1-5(G)(3)(B) for Lot Size Ratio Exceeding 2.5:1 for Parcel Id 104-04-22-21-042-000 Located in the SE ¼ of Section 21, T4N, R22E, Village of Caledonia, Racine County, WI (*Plan 9/29/25, 7-0*)

Motion by Trustee McManus to approve the resolution, seconded by Trustee Martin.
Motion carried 7-0.

- I. **Resolution 2025-077** – Approving a Sole Source Purchase Request for the Crestview Lift Station Pump Replacement (*CoW 9/23/25, 7-0*)

Motion by Trustee Stillman to approve the resolution, seconded by Trustee Wishau.
Motion carried 7-0.

- J. **Resolution 2025-078** – Accepting Improvements in Homestead Acres Subdivision

Motion by Trustee Martin to approve the resolution, seconded by Trustee McManus.
Motion carried 7-0.

- K. **Resolution 2025-079** – Authorizing the Termination of an Agreement with EMS Management & Consultants, Inc. that Provides Billing and Collection Services for the Village

Motion by Trustee Lambrecht to approve the resolution, seconded by Trustee Pierce.
Motion carried 7-0.

7 – New Business

A. Approval of A/P Checks

Motion by Trustee Wishau to approve the A/P checks, seconded by Trustee Pierce.
Motion carried 7-0.

B. Approval of US Bank Credit Card List

Motion by Trustee Wishau to approve the US Bank Credit Card List, seconded by Trustee Pierce. **Motion carried 7-0.**

C. 2026 Budget Review

8 – Adjournment

President Weatherston adjourned the meeting at 7:22 p.m.

Respectfully submitted:
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-080
VILLAGE OF CALEDONIA**

A RESOLUTION APPROVING THE 2026 VILLAGE FEE SCHEDULE

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

WHEREAS, the Village Board, shall establish by resolution from time-to-time, in accordance with the Village's Code of Ordinances and as authorized by Wisconsin Statutes and the Wisconsin Administrative Code, applicable fees for various Village services; and

WHEREAS, Village staff has reviewed the current fee schedule, and has determined that the cost of providing such services has risen and that the amounts charged to applicants should be adjusted as set forth in Exhibit A;

NOW, THEREFORE, BE IT RESOLVED THAT the Village Board approves the fee schedule set forth in Exhibit A, attached hereto and incorporated herein, to be effective January 1, 2026.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of October, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk



VILLAGE OF CALEDONIA

Fee Schedule

Current through Resolution No. 2025-080

Public Records

Authority for fees is granted in State Statute 19.35(3) and in Village Ordinance 3-3-4(f)

For questions or additional information: Phone: (262) 835-6414 E-Mail: jbass@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fee subject to tax, where applicable
PUBLIC RECORDS	Hard Copies Includes any paper records provided by: • Copying a paper record • Printing an electronic record.	per page	\$ 0.25 In certain instances, specialized skills or equipment, technology limitations, or other considerations may result in additional copy costs. No charge for requests under \$0.50.
	Electronic Copies. Includes any electronic records provided by: • Email • Flash drive • Other electronic format		
	Digital to Physical Includes copying records already in digital format onto physical medium for distribution	Flash drive (each)	\$1.51 (2GB) In certain instances, specialized skills or equipment, technology limitations, or other considerations may result in additional copy costs.
	Digital to Digital Includes copying records from one digital format to another for distribution (e.g., email).	N/A	No fee In certain instances, specialized skills or equipment, technology limitations, or other considerations may result in additional copy costs.
	Location Fees Location fees are assessed for searching and identifying responsive records.	each	\$ 20.00 per hour / staff time (minimum possible hourly rate). In certain instances, an employee with special skills may be needed to conduct a search. In these instances, a higher hourly rate may be assessed. No charge for location fee totals under \$50.00.
	- Prepayment will be required prior to the release of records for estimated fees over \$5.00. - Postage fees may be added when records are mailed. - Fees may be waived or reduced at the discretion of the legal custodian. - This fee schedule does not preclude the Village from charging additional fees it incurs through third parties, those costs it incurs for assemblage, and any other allowable costs incurred by the Village that are not specifically scheduled above. - This fee schedule does not apply to the Caledonia Police Department nor the Caledonia Fire Department.		
MISC FEES	Non-Sufficient Funds (NSF) Fee	each	\$50.00

Police Department and Fire Department Public Records

Authority for fees is granted in State Statute 19.35(3) and in Village Ordinance 3-3-4(f)

For questions or additional information:

Phone: (262) 835-4423 E-Mail: recordsrequests@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fee subject to tax, where applicable
PD / FD PUBLIC RECORDS	Hard Copies Includes any paper records provided by: • Copying a paper record • Printing an electronic record.	per page	\$0.0135 per page (black and white) \$0.0632 per page (color) Fee calculation: copy and paper cost <i>In rare instances, specialized skills, equipment, or technology, may result in additional copy costs.</i>
	Electronic Copies. Includes any electronic records provided by: • Email • PDF • DVD • Flash drive • Other electronic format		
	Paper to Digital Includes scanning physical documents and saving them into a digital format for electronic distribution.	N/A	Fee waived <i>In rare instances, specialized skills, equipment, or technology, may result in copy costs.</i>
	Digital to Digital Includes copying records from one digital format to another for distribution (e.g., email). <i>Fee calculation: Cost of physical medium used</i>	DVD (each)	\$0.13 (4.7 GB)
		Flash drive (each)	\$5.02 (8 GB) \$6.53 (16 GB) \$10.08 (32 GB) \$18.52 (64 GB) \$32.21 (128 GB) \$53.81 (500 GB) \$60.14 (1 TB) \$74.83 (2 TB)
	Location Fees May only be imposed if the cost of location alone is \$50 or more. Includes searching for and identifying responsive records but does not include redaction.	each	\$22.54 per hour / staff time (lowest possible hourly rate) In rare instances, an employee with special skills may be necessary to conduct a search and a higher hourly rate may be assessed.
		each	State Records Center records retrieval fee, if necessary (based on State Records Center rates, which are subject to change, currently \$3.05 per box) Fee calculation: staff time; cost from the State Records Center
	An authority may require prepayment of any fee imposed if the total amount exceeds \$5.		

Municipal Court			
Authority for fees is granted in Village Ordinance Title 11 and State Statutes			
For questions or additional information: Phone: (262) 835-6467 E-Mail: Court@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fee subject to tax, where applicable
COURT FEES	Court Fees - Village	Each	Court Fees differ depending on the charge, please contact the Court Clerk for more information

Cemeteries

Authority for fees is granted in Village Ordinance Title 12, Chapter 4, Section 7

For questions or additional information: Phone: (262) 835-6461 E-Mail: jboom@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
AT THE TIME OF PURCHASE	Lot Fee	Lot	Resident - \$1200.00 Non-Resident - \$1500.00
	Maintenance Fee	Lot	Resident - \$120.00 Non-Resident - \$150.00
	Transfer of Deed	Deed	\$100.00
AT THE TIME OF BURIAL	Opening/Closing of Casket (subject to contractor fees changing)	Each	*Urn – \$480.00 *Second Urn – \$600.00 *Casket – Monday to Friday - \$775.00 *Casket – Saturday until 8:00PM - \$775.00 *Casket – Saturday 8:01PM – 12:00AM - \$875.00 *Casket – Sunday 12:01AM – Monday - \$975.00
	Staking and Grave Inspection	Each	\$75.00
	Grave Inspection	Each	\$35.00
MISC FEES	Lot Survey Fee	Each	\$50.00
	Distement Fee	Each	\$2,000.00
	Admin Burial Fee- Admin Burial Fee prior to 8/17/2020	Each	\$300.00

Parks and Recreation Facility Rentals			
Authority for fees are granted in Village Ordinance Title 12, Chapter 1, Section 6			
For questions or additional information: Phone: (262) 835-4451 E-Mail: dpenzkowski@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
CRAWFORD PARK	Shelter Area	Each	Resident - \$125.00 Non-Resident - \$150.00
	Security Deposit	Each	\$25.00
GORNEY PARK	Upper Shelter Area	Each	Resident - \$100.00 Non-Resident - \$125.00
	Lower Shelter Area	Each	Resident - \$125.00 Non-Resident - \$150.00
	Security Deposit	Each	\$25.00
LINWOOD PARK	Shelter Area	Each	Resident - \$100.00 Non-Resident - \$125.00
	Security Deposit	Each	\$25.00
Sports Leagues & Tournaments			
<i>Fees presented are minimums and additional charges may apply for security deposits, field preparations, practice reservations, and more. Park Use Agreements are required for Sports Leagues and need Committee and Board Approval. Practice is "First Come - First Serve" unless otherwise reserved.</i>			
BALL DIAMONDS	Practice	Each (2 hour)	Youth & Adult -\$20.00
	Single Game	Each (3 hour)	Youth - \$75.00 Adult - \$100.00
	League	Season	Minimum Youth/Season- \$550.00 Minimum Adult/Season - \$700.00
	Tournaments - Crawford Park (Both Diamonds)	Event per Day	Youth - \$150.00 Adult - \$200.00
	Tournaments - Gorney Park (Both Diamonds)	Event per Day	Youth - \$100.00 Adult - \$150.00
SOCCER & LACROSSE FIELDS	Practice	Each (2 Hour)	Youth & Adult -\$20.00
	Single Games	Each (3 Hour)	Youth - \$80.00 Adult - \$100.00
	League	Season	Minimum Youth/Season- \$450.00 Minimum Adult/Season - \$600.00
	Tournament (Location TBD)	Event per Day	Youth - \$150.00 Adult - \$200.00
PICKLEBALL & TENNIS COURTS	Practice or Game	Each (1 hour)	No reservations allowed at this time.

Village Clerk

Authority for fees is granted in Village Ordinance Title 7 and Wisconsin State Statutes Chapter 125.
Minimum, Maximum, or Exact Fees set by Wisconsin State Statutes Chapter 125 are marked by *
All Operator Licenses fees set by Village Ordinance, per Sec. 125.17(3) Wis. Stats.

For questions or additional information: Phone: (262) 835-6414 E-Mail: jbass@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
RETAIL ALCOHOL BEVERAGE LICENSES	All Retail Alcohol Beverage and CVT Licenses require a record check, fee not included. Annual Class A, B and C licenses require publication, fee not included. Annual, Temporary, and Provisional Operator License fee set by ordinance and include record check fee.		
	Class "A" Beer License* Annual (July 1-June 30)	each	\$100.00
	"Class A" Liquor License* Annual (July 1-June 30)	each	\$500.00
	Class "B" Beer License* Annual (July 1-June 30)	each	\$100.00
	"Class B" Liquor License* Annual (July 1-June 30)	each	\$500.00
	"Class B" Reserve Liquor License* (Does not include license fees)	each	\$10,000.00
	Class "C" Wine License* Annual (July 1-June 30)	each	\$100.00
	Temporary Class "B" Beer/Wine License*	each/ event	\$10.00
	Class A/B/C License Change of Agent*	each	\$10.00
	Class A/B/C License Change of Premise	each	\$25.00
	Transfer of Licensed Premise from Place to Place	each	\$10.00
	Temporary Extension of Licensed Premise Must also apply for Special Event	each	\$25.00
	Full Service Retail Outlet	each	\$50.00
OPERATOR LICENSES	Annual Operator's License	each	\$40.00
	Provisional Operator's License* Max 60 days, must also apply for Annual	each	\$10.00
	Temporary Operator's License Maximum 2 per year	each/ event	\$10.00
	Duplicate License	each	\$5.00

Village Clerk

Authority for fees is granted in Village Ordinance Title 7 and Wisconsin State Statutes Chapter 125.
Minimum, Maximum, or Exact Fees set by Wisconsin State Statutes Chapter 125 are marked by *
All Operator Licenses fees set by Village Ordinance, per Sec. 125.17(3) Wis. Stats.

For questions or additional information: Phone: (262) 835-6414 E-Mail: jboss@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
NON-ALCOHOL RELATED RETAIL SALES	All non-alcohol related retail sales licenses require a record check, fee not included. If multiple licenses requiring a record check are applied for at once, only one (1) record check fee will be charged.		
	Non-Intoxicating Beverage License with "Class B" Liquor/Class "B" Beer Annual (July 1-June 30)	each	\$10.00
	Non-Intoxicating Beverage License with "Class A" Liquor/Class "A" Beer Annual (July 1-June 30)	each	\$5.00
	Cigarette, Vaping Device, Tobacco (CTV) Retail Sales License Annual (July 1-June 30)	each	\$100.00
	Direct Seller License Annual (time of application)	each	\$30.00
	Original ID Badge, and Replacement ID Badge	each	\$10.00
	Junk Dealer, Junk Storage and Motor Vehicle Salvage License Annual (July 1-June 30)	each	\$200.00
	Pawnbroker Annual (July 1-June 30)	each	\$210.00
	Secondhand Article Dealer Annual (July 1-June 30)	each	\$27.50
	Secondhand Article Dealer Mall / Flea Market Annual (July 1-June 30)	each	\$165.00
	Secondhand Jewelry Dealer Annual (July 1-June 30)	each	\$30.00
SPECIAL EVENTS	All Special Events require a record check, fee not included. If multiple licenses requiring a record check are applied for at once, only one (1) record check fee will be charged.		
	Festival Non-licensed premises with 750+ attendees	each	\$100.00
	Special Event with Amplified Music on Licensed Premises	annual	\$150.00
		additional event	\$10.00 / each event Maximum \$300.00 / year
	Fireworks Display	each	\$200.00
	Fireworks Sales (requires conditional use permit)	each	\$50.00
OTHER LICENSES AND PERMITS	Street Use Permit (Block Party)	each	\$25.00
	Mobile Home Park License	annual	\$100.00/\$10.00 renewal
	License Transfer Fee	annual	\$10.00
	Monthly Parking Permit Fee	monthly	Determined by Assessor each January

Village Clerk			
Authority for fees is granted in Village Ordinance Title 7 and Wisconsin State Statutes Chapter 125. Minimum, Maximum, or Exact Fees set by Wisconsin State Statutes Chapter 125 are marked by * All Operator Licenses fees set by Village Ordinance, per Sec. 125.17(3) Wis. Stats.			
For questions or additional information: Phone: (262) 835-6414 E-Mail: jboss@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
MISCELLANEOUS FEES	WI DOJ Record Check	each	\$10.00
	Class 3 Publication	each	\$30.00
	Special Assessment Letter	each	\$50.00
	Coin Counting Fee for Resident Payments	each	5% of Amount Paid for payments over \$10
ANIMAL LICENSES AND PERMITS	Keeping of Hens Permit Initial Application Permit Fee	each	\$100.00
	Keeping of Hens - Renewal Permit Fee (Jan 1 - Dec 31)	annual	\$50.00
	Keeping of Hens Late Fee (After April 1)	each	\$10.00
	Keeping of Hens Penalties Sec. 7-1-30 (a)	each / daily	Not less than \$50.00, and not more than \$200.00 + statutory costs
	Unaltered Puppy Dog License Annual (Jan 1 - Dec 31)	each	\$12.50
	Spayed/Neutered Puppy Dog License Annual (Jan 1 - Dec 31)	each	\$7.50
	Unaltered Dog License Annual (Jan 1 - Dec 31)	each	\$25.00
	Neutered/Spayed Dog License Annual (Jan 1 - Dec 31)	each	\$15.00
	Kennel License Annual (Jan 1 - Dec 31)	each	\$100.00
	Fancier Permit Annual (Jan 1 - Dec 31)	each	\$50 + cost of each tag
	Duplicate License	each	\$5.00
	Dog License Late Fee (After April 1)	each	\$5.00
	Dog License Penalties Sec. 7-1-30 (b)(1)	each / daily	<u>1st Offense</u> : Not less than \$25.00, and not more than \$200.00 + statutory costs <u>Subsequent Offenses</u> : Not less than \$100, and not more than \$400 + statutory costs

Fire			
Authority for fees is granted in Village Ordinance Title 5, Chapter 1, Section 6, Subsection e (1-6); Title 5, Chapter 8, Section 9, Subsection c (2); Title 5, Chapter 1, Section 11, Subsection a			
For questions or additional information: Phone: (262) 835-2050 E-Mail: fireadmin@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fee subject to tax, where applicable
AMBULANCE FEES	Basic Life Support (BLS) Transport (Resident)		\$825.00
	Basic Life Support (BLS) Transport (Non - Resident)	each	\$900.00
	Basic Life Support (BLS) No Transport (Resident)	each	\$175.00
	Basic Life Support (BLS)No Transport (Non - Resident)	each	\$250.00
	Advanced Life Support Tier 2 (ALS 2) (Resident)☐	each	\$1,100.00
	Advanced Life Support Tier 2 (ALS 2) (Non-Resident)	each	\$1,300.00
	Advanced Life Support Tier 1 (ALS 1) - No Transport (Resident)	each	\$825.00
	Advanced Life Support Tier 1 (ALS 1) - No Transport (Non-Resident)	each	\$900.00
	Advanced Life Support (Resident)	each	\$1,000.00
	Advanced Life Support (Non-Resident)☐	each	\$1,200.00
	Mileage (Transport per loaded mile)☐	each	\$20.00
	Lift Assist- No Transport	each	\$0.00
	Mobile Integrated Health Care (MIH)	each	\$0.00
	Medication and Supplies	each	Varies / scheduled prices
BUILDING FIRE INSPECTION	Residential	Unit	4-36 Units-\$9.00 Unit 37-60 Units - \$345.00 61-99 Units - \$388.50 100 Units and Over - \$432.00
	Commercial Institutional	each	Under 1,000 Sq.Ft. - \$18.00 1,000 - 4,999 Sq.Ft. - \$43.50 5,000 - 24,999 Sq.Ft. - \$87.00 25,000 - 99,999 Sq.Ft. - \$172.50 100,000 - 249,999 Sq.Ft. - \$345.00 250,000 - 499,999 Sq.Ft. - \$517.50 500,000 - 999,999 Sq.Ft. - \$862.50 1,000,000 Sq.Ft. and over- \$1,294.50
	Industrial	each	Under 5,000 Sq.Ft. - \$87.00 5,000 - 24,999 Sq.Ft. - \$172.50 25,000 - 99,999 Sq.Ft. - \$259.50 100,000 - 174,999 Sq.Ft. - \$432.00 175,000 - 349,999 Sq.Ft. - \$862.50 350,000 - 999,999 Sq.Ft. - \$1,294.50 1,000,000 – 1,999,999 Sq.Ft. - \$2,157.00 2,000,000 Sq.Ft. and over- \$3,450.00
	Re-inspection	each	\$75.00
FALSE ALARMS	False Alarm Fee First two (2) within one calendar year no charge	each	\$50.00 - 3rd offense/year \$100 - 4th offense/year \$150.00 - 5th and subsequent offenses/year
HIGHWAY INCIDENTS	Level 1 Response	each	\$200.00 Per occurrence on County, State, Federal highways

Police			
Authority for fees is granted in Village Ordinance SEC. 5-8-9			
For questions or additional information: Phone: (262) 835-6131 E-Mail: aschmidt@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
FALSE ALARM FEES	False Alarm Fee	each	N/A - 1st offense/year Warning letter - 2nd offense/year \$50.00 - 3rd offense/year \$100.00 - 4th offense/year \$150.00 - 5th offense and subsequent offenses/year
MISC FEES	Fingerprint Card	each	\$20.00
	Certified Local Record Check	each	\$.25 per page + \$1.00

Building / Engineering Permits and Inspections

**Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1;
Title 16, Chapter 4; and Title 18, Chapter 1**

For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
RESIDENTIAL / COMMERCIAL BUILDING PERMITS AND INSPECTIONS	Minimum Permit Fee	each	\$65.00
	Residence 1 & 2 Family & Attached Garages	per	\$0.45 / sq.ft.
	Apartments 3 Family & over, Row Housing, Multiple Family Dwelling	per	\$0.46 / sq.ft.
	Residential Additions & Alterations	per	\$0.45 / sq.ft or fraction thereof
	Commercial, Manufacturing, Industrial, Institutional and Office Buildings	per	\$0.45 / sq.ft or fraction thereof
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Additions	per	\$0.45 / sq.ft or fraction thereof
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Alterations	per	\$0.45 / sq.ft or fraction thereof
	Commercial, Manufacturing, Industrial, Institutional - Installation of Demising Wall Only	per	\$150.00
	Early Start Permit for construction of Footings and Foundations Only	per	\$330.00 Multi-Family, Industrial / Commercial; \$250.00 1 & 2 family
	Accessory Structures 249 sq.ft. and under (35 sq.ft. and under does not require permit)	per	\$65.00
	Agricultural Structure, Detached Garages and Accessory Structures 250 sq.ft. and up	per	\$0.36 / sq.ft.
	Above Ground Pool (99 sq.ft. and under, less than 4ft deep, and removed by Nov. 1st does not require a permit)	per	\$65.00
	In Ground Pools, Above Ground Hot Tubs	per	\$12.50 / \$1,000.00 Valuation \$65.00 minimum
	Decks	per	\$0.45 / sq.ft. \$65.00 minimum
	Residential Residing, Reroofing, & Repairs (Over 50% of structure)	per	\$65.00
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Residing, Reroofing, & Repairs	per	\$15.00 / \$1,000 valuation (\$375.00 maximim / bldg.)
	All other Buildings, Structures, & Alterations where sq.ft. contents cannot be calculated	per	\$15.00 / \$1,000 valuation (\$375.00 max / bldg for residing and reroofing)
	Residential Heating, Incinerator Units, & Woodburning Appliances	per	\$65.00 / Unit
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings: Heating, Incinerator Units, & Woodburning Appliances	per	\$65.00 / unit up to & including 150,000 input BTU's. Additional fees of \$30.00 / 50,000 BTU or fraction thereof above 150,000 BTU's. \$1,250 max / unit
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Exhaust Hoods/Exhaust Systems & Make Up Air Unit	per	\$210.00 / unit

Building / Engineering Permits and Inspections			
Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1; Title 16, Chapter 4; and Title 18, Chapter 1			
For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
RESIDENTIAL / COMMERCIAL BUILDING PERMITS AND INSPECTIONS	Heating / Air Conditioning Distribution System	per	\$3.00 / 100 sq.ft. of conditioned area \$65.00 minimum
	Residential Air Conditioning Unit Including Permanently Installed Wall Units	per	\$65.00 / unit
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Air Conditioning Unit	per	\$65.00 / unit up to 3 tons 36,000 BTU's. Additional fee of \$30.00 / ton or 12,000 BTU's or fraction thereof. \$1,250.00 max / unit
	Wrecking, Razing, or Interior Demolition	per	\$105.00 minimum + \$0.15 / sq.ft. \$1,000 maximum per structure
	Moving Buildings Over Public Right of Ways	per	\$270.00 + \$0.14 / sq.ft.
	Fuel Tanks	per	\$13.00 / 1,000 gallons for installation with \$165.00 / maximum tank
			\$50.00 / tank removal, repairs, alterations
	Re-Inspections	per	\$125.00 / inspection
	Special Inspections	per	\$250.00 / inspection
WI UNIFORM BUILDING PERMIT SEAL	Residential	per	\$80
	Note 1. Permits may be obtained individually or on one form in the categories of construction, heating, ventilation & air conditioning, electrical & plumbing.		
	Note 2. An additional fee for plan review may be assessed at the time of application for renewal of the permit.		
OCCUPANCY PERMIT	Residential	per	\$65.00 / unit
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings	per	\$285.00 / unit
	Temporary Occupancy Permits (6 mo. or less)	per	\$285.00 / unit
	Change of Occupancy (Commercial, Manufacturing, Industrial, Institutional, & Office Buildings)	per	\$285.00 / unit
EROSION CONTROL FEES	Residential 1 & 2 Family	per	\$265.00 / lot
	Apartments. 3 Family & Over, Row Housing, Multiple Family Dwellings	per	\$400.00 per building / unit + \$7.50 / 1000 sq.ft. of disturbed lot area with \$4,250.00 max.
	Commercial , Manufacturing, Industrial, Institutional & Office Buildings	per	\$400.00 per building / unit + \$7.50 / 1000 sq.ft. of disturbed lot area with \$4,250.00 max.
	Other	per	\$65.00 minimum

Building / Engineering Permits and Inspections

**Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1;
Title 16, Chapter 4; and Title 18, Chapter 1**

For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
BUILDING PLAN EXAMINATION	1 & 2 Family Residence	per	\$300.00 / plan / unit
	Apartments, 3 Family Residence, Row Housing, Multi-Family Dwellings	per	\$355.00 + \$32.00 / unit
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings - Additions & Alterations	per	\$355 / plan / unit
	Residential Additions	per	\$120.00
	Residential Alterations	per	\$70.00
	Accessory Structure above 250sq.ft.	per	\$85.00
	In Ground Swimming Pools	per	\$65.00
	Decks	per	\$65.00
	Heating plans, Lighting & Energy (Calculations to heating plans, submitted separately)	per	\$81.00 / each
	Priority Plan Review	per	At the discretion of the Bldg. Inspector and depending upon work load of the department 2 business days priority plan review may be provided at double the regular rate for plan review fees. Priority plan review shall not apply to submittals requiring review and/or approval by other governing agencies of the municipality.
	Resubmission of Previously Approved Building Plans	per	\$65 for the same permit
MISCELLANEOUS BUILDING FEES	Failure to Call for a Final Inspection	per	\$125.00 / per inspection
	Triple fees. Upon failure to obtain a permit before work on a building has been started, except in emergency cases, the total fee shall be triple the fees imposed above.		
	Calculations: 1) Gross square footage calculations are based on exterior dimensions, including garage and each finished floor level. Unfinished basements or portions thereof are not included. (2) Cubic contents shall be defined as follows: The volume of the structure enclosed by the outer surface of the exterior walls from the top of the footing to the average height of the roof. (3) In determining costs, all construction shall be included with the exception of heating, air conditioning, electrical or plumbing work.		

Building / Engineering Permits and Inspections

**Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1;
Title 16, Chapter 4; and Title 18, Chapter 1**

For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
RESIDENTIAL ELECTRICAL PERMIT FEES	Single Family Residence:		
	Per 1 Bedroom Residential Unit	per	\$55.00
	Per 2 Bedroom Residential Unit	per	\$57.00
	Per 3 Bedroom Residential Unit	per	\$75.00
	Per 4 Bedroom Residential Unit	per	\$95.00
	Per 5 Bedroom Residential Unit	per	\$115.00
	2-Family Residence:		
	1 Bedroom Residential Units	per	\$110.00
	2 Bedroom Residential Units	per	\$114.00
	3 Bedroom Residential Units	per	\$150.00
	4 Bedroom Residential Units	per	\$190.00
	Multi-Family Residence:		
	Per 1 Bedroom Residential Unit	per	\$55.00
	Per 2 Bedroom Residential Unit	per	\$57.00
	Per 3 Bedroom Residential Unit	per	\$75.00
	Per 4 Bedroom Residential Unit	per	\$95.00
	Residential Minimum Permit Fee shall be \$60.00		
COMMERCIAL ELECTRICAL PERMIT FEES	Any electrical work for new construction, additions, or alterations to commercial, manufacturing, industrial, office buildings, and agricultural structures or properties shall be subject to the following fees, in addition to the Ampere Service Charge. The Minimum Permit Fee shall be \$100.00		
	Electrical Work Costing \$0.00 to \$1850.00 shall be the Minimum Fee		
	Electrical Work Costing \$1850.00 to \$10,000.00 shall be \$2.25 per \$100.00 of the Total Cost or fraction thereof plus the Minimum Fee		
	Electrical Work Costing over \$10,000.00 Shall be \$1.25 per \$100.00 of the Total Cost or fraction thereof plus \$325.00		
	Ampere Service Charge:		
	New Meter or Additional Meter (Solar & Misc.)	per	\$55.00
	Up to and Including 100 Ampere Service	per	\$55.00 plus \$1.50 per circuit
	Over 100 to 200 Ampere Service	per	\$60.00 plus \$1.50 per circuit
	Over 200 to 400 Ampere Service	per	\$75.00 plus \$1.50 per circuit
	Over 400 to 600 Ampere Service	per	\$85.00 plus \$1.50 per circuit
	Over 600 to 800 Ampere Service	per	\$110.00 plus \$1.50 per circuit

Building / Engineering Permits and Inspections			
Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1; Title 16, Chapter 4; and Title 18, Chapter 1			
For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
MISCELLANEOUS ELECTRICAL FEES	Alternate Sources of Power; permit required; fee. Admin. Code sec. SPS 316.701 entitles "legally required standby systems" is incorporated by reference as though fully set forth herein. Compliance with such section is required. A permit and inspection for alternate sources of power, including electrical solar systems and generators, as set forth in this section is required and the fees for such permit shall be as follows:		
	Residential Usage - Alternate Sources of Power including Electrical Solar Power & Generator Systems	per	\$5.00 per kw + \$60.00 Minimum Fee for install + New Service Charge + Per Circuit = Total Fee
	Commercial, Manufacturing, Industrial, Institutional, Office Buildings, & Agricultural Usage - Alternate Sources of Power including Electrical Solar Power & Generator Systems	per	\$5.00 per kw + \$100.00 Minimum Fee for install + New Service Charge + Per Circuit = Total Fee
	Re-inspection shall be \$125.00		
RESIDENTIAL / COMMERCIAL PLUMBING PERMIT FEES	Residential Minimum Fee	per	\$60.00
	Dishwasher / Water Heater Replacement	per	\$25.00
	Commercial, Manufacturing, Industrial, Institutional, & Office Buildings Minimum Fee	per	\$100.00
	Each Plumbing Fixture	per	\$14.00
	Outside Sanitary Sewer	per	\$75.00 plus \$0.55 / foot for each foot over 100 ft
	Outside Storm Sewer	per	\$75.00 plus \$0.55 / foot for each foot over 100 ft
	Outside Water	per	\$75.00 plus \$0.55 / foot for each foot over 100 ft
	Building Sewer Abandonment	per	\$60.00
	Septic Tank Abandonment	per	\$60.00
	Well Abandonment/Registration	per	\$60.00
	Reinspection	per	\$125.00 / inspection
	Sanitary Building Drain (interior)	per	\$60.00 plus \$0.55 /foot for each foot over 100 ft
	Storm Building Drain (interior)	per	\$60.00 plus \$0.55 / foot for each foot over 100 ft

Building / Engineering Permits and Inspections

**Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1;
Title 16, Chapter 4; and Title 18, Chapter 1**

For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
ENGINEERING DEPARTMENT	Building Plan and Building Permit Application Review		
	Residences 1 & 2 Family, Including Attached Garages	per	\$270.00
	Apartments 3 Family & Over, Row Housing, Multiple Family Dwellings	per	\$60.00 / hour plus any direct cost to the Village for outside services, \$5,000 maximum per building, excluding direct costs above.
	Residential Additions	per	\$90.00
	Commercial, Manufacturing, Industrial, Institutional & Office Buildings	per	\$60.00 / hour plus any direct cost to the Village for outside services, \$5,000 maximum per building, excluding direct costs above.
	Early Start Permit to Start Construction of Footings and Foundations Only	per	\$300.00
	Agricultural Structures, Detached Garages, & Accessory Structures	per	\$100.00
	Swimming Pools (Above & In Ground) & Sheds	per	\$40.00
	Solar - Ground, Wind, Geothermal or Hydro Systems	per	\$40.00
	Priority Plan Review Completed as per 15-1-23(a)(19)i.	per	<u>Double</u> the regular rate identified in Section 15-1-27(a)(1) a. through h.
	Resubmission of Previously Approved Building Plans	per	\$150.00 each
	Other Engineering Related Fees		
	Fence Permit	per	\$60.00 - Residential \$120.00 - Commercial
	Fence Variance	per	\$80.00
	Land Disturbance < 1 Acre	per	\$60.00 (per 180-day period)
	Land Disturbance > 1 Acre	per	\$240.00 (per 180-day period)
	Land Disturbance in Shorland Area	per	\$120.00
	Land Disturbance Extension	per	\$60.00 for < 1 Acre / \$240.00 > 1 Acre
	Development Review Services	per	Administrator - \$105 / hour
		per	Public Services Director - \$105 / hour
		per	Village Engineer - \$90 / hour
		per	Development Director - \$80 / hour
		per	Engineering Technician - \$60 / hour
		per	Engineering Admin - \$30 / hour
	Triple fees	per	Upon failure to obtain a permit before work on a building or engineering related project has been started, except in emergency cases, the total fee shall be triple the fees imposed above.

Building / Engineering Permits and Inspections			
Authority for fees is granted in Village Ordinance Title 3, Chapter 5 ; Title 15, Chapter 1; Title 16, Chapter 4; and Title 18, Chapter 1			
For questions or additional information: Phone: (262) 835-6435 E-Mail: mobrien@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
ENGINEERING DEPARTMENT	Site Grading and Drainage Bond	per	\$1,000.00
	Site Grading and Drainage Bond Inspection Fee	per	\$240.00
	Culvert Replacement (Size)		Contact Engineering Department
	Right-of-Way Access		
	New Access Gravel	per	\$120.00
	Existing Access Paved Asphalt	per	\$90.00
	Existing Access Poured Concrete	per	\$220.00
	New Access w/ Sidewalk	per	\$270.00
	Road-Opening Permits		
	Road Opening	per	\$120.00
	Bond	per	\$1,000.00
	Letter of Credit		Contact Engineering Department
	Utility - Fiber Optic (Basic)	per	\$120.00
	Utility - Bore Right-of-Law	per	\$30.00 per bore
	Utility - Bore Sidewalks and Driveways	per	\$6.00 per bore
	Utility - Standard Per 50' for Larger Jobs (overhead)	per	\$6.00 per 50'
	Utility - Standard Per 50' for Larger Jobs (underground)	per	\$12.00 per 50'
	Utility - Pole Installation	per	\$6.00 per pole
	Utility - Cabinet and Pedestal	per	\$30.00 per cabinet / pedestal
PARK IMPACT FEE	\$1,000.00 per residence/unit		
RENEWABLE ENERGY SYSTEMS	Solar - Ground systems, wind, geothermal, or hydro systems	per	Residential - \$270.00 per system Commercial - \$540.00 per system

Community Development Planning Services			
Authority of fees is granted in Village Ordinance Title 3, Chapter 5; Title 16, Chapter 4			
For questions or additional information: Phone: (262) 835-6446 E-Mail: pwagner@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
ZONING SERVICE FEES	Single Family Home Residential	per	\$600.00
	Two-Family Home Residential	per	\$800.00
	Multi-Family Residential	per	\$1050 - - per building / unit
	Residential Additions / Alterations / Conversions	per	\$250.00
	Commercial up to 15,000 sq.ft.	per	\$1500 - - per building / unit
	Commercial >15,000 sq.ft.	per	\$2500 - - per building / unit
	Manufacturing / Industrial up to 15,000 sq.ft	per	\$1500 - - per building / unit
	Manufacturing / Industrial > 15,000 sq.ft.	per	\$2500 - - per building / unit
	Mineral Extraction - New	per	\$3,000 + \$20 / acre
	Mineral Extraction - 2 year extension	per	\$1,500.00 + \$20 / acre
	Recreational & Institutional Principal Structures	per	\$730.00
	Recreational and Institutional Additions / Alterations / Conversions	per	\$250.00
	Sanitary Landfill	per	\$600.00 + \$20 / acre
	Accessory Buildings & Structures	per	\$100.00
	Swimming Pool	per	\$100.00
	Telecommunication Structure Fee	per	\$20 / ft. (maximum \$3,000)
	Class 1 & 2 Co-location antennas on existing telecommunications structure	per	\$500.00
	Temporary Sign	per	\$30.00
	Wind Facility & Solar Farm	per	\$500.00
	Sign	per	\$200.00
	Sign Additions / Alteration / Conversions	per	\$100.00
	Temporary Building / Structure / Use	per	\$120.00
	Non-Residential Fencing	per	\$100.00
	All Other Uses & Zoning Reviews	per	\$250.00

Community Development Planning Services			
Authority of fees is granted in Village Ordinance Title 3, Chapter 5; Title 16, Chapter 4			
For questions or additional information: Phone: (262) 835-6446 E-Mail: pwagner@caledonia-wi.gov			
Category/ Program	Fee Name	Unit	Fee Fees subject to tax, where applicable
OTHER SERVICE FEES	Conditional Use Permit	per	\$750 + Developer's Deposit \$2,000
	Amendment of Conditional Use Permit	per	\$500 + Developer's Deposit \$2,000
	Planned Unit Development	per	\$750 + Developer's Deposit \$2,000
	Amendment of Planned Unit Development	per	\$500 + Developer's Deposit \$2,000
	Rezoning	per	\$750 + Developer's Deposit \$2,000
	Raymond Boundary Agreement Plan Review	per	\$500 + Developer's Deposit \$2,000
	Building, Site, & Operation Plan Review	per	\$500 + Developer's Deposit \$2,000
	Comprehensive Plan Amendment	per	\$750.00
	Zoning Text Amendment	per	\$500.00
	Vacation of Right-of-Way	per	\$500 + Reimbursement Agreement / Deposit
	Board of Appeals (Variances and Appeals)	per	\$450.00
	Temporary Use	per	\$300.00
	Sign Plan Review	per	\$150.00
	Republishing Due to Applicant Changes	per	\$150.00
<i>* The Developer's Deposit is used to cover Village expenses incurred for engineering, inspection, legal, and administrative expenses. If the cost is less than the deposited amount, the applicant will be refunded the remaining funds. If costs exceed the deposited amount, the applicant agrees to pay those costs.</i>			
<i>* All fees are non-refundable and all checks, money orders, etc., returned for nonsufficient funds, account closed, refer to maker, etc., will be charged an additional fee of \$50.00; Double Service Fee is charged if work is started before obtaining a building permit approval and a variance or conditional use approval if required.</i>			

Caledonia Sewer Utility District

Authority for fees is granted in Village Ordinance Title 9, Chapter 4, Sections 5 and 7

For questions or additional information: Phone: (262) 835-6416 E-Mail: abunkelman@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee
RATES	Category A (Normal Domestic Strength)	quarterly	\$170.00
	Category B (Above Normal Domestic Strength)	quarterly	Contact Utility District
SEWER CONNECTION FEE	M25 - Disc	each	\$5,100.00
	5/8" Ultrasonic	each	\$5,610.00
	M35 - Disc	each	\$6,120.00
	3/4" Ultrasonic	each	\$6,630.00
	M55 - Disc	each	\$8,160.00
	M70 - Disc	each	\$9,690.00
	1" Ultrasonic	each	\$8,925.00
	M120 - Disc	each	\$14,790.00
	1 1/2" Ultrasonic	each	\$12,750.00
	M170 - Disc	each	\$19,890.00
	2" Compound	each	\$22,950.00
	2" Ultrasonic	each	\$18,870.00
	3" Compound	each	\$48,450.00
	3" Ultrasonic	each	\$59,670.00
	4" Compound	each	\$104,550.00
	4" Ultrasonic	each	\$114,750.00
	6" Compound	each	\$206,550.00
	6" Ultrasonic	each	\$206,550.00
	8" Compound	each	\$461,550.00
	8" Ultrasonic	each	\$359,550.00
	10" Turbine	each	\$716,550.00
	12" Turbine	each	\$900,150.00

Caledonia Storm Water Utility District

Authority of fees is granted in Village Ordinance Title 9, Chapter 2, Section 12

For questions or additional information: Phone: (262) 835-6416 E-Mail: abunkelman@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee
STORMWATER FEES	Stormwater Fee (Single Family Residence)	annual	\$65.25
	Non-Single Family Residential (1 ERU=5,230 sq.ft. impervious area)	annual	\$65.25 per ERU
	Vacant	annual	\$16.31

Caledonia Water Utility District

Authority of fees granted in Village Ordinance Title 9, Chapter 1, Section 3, 4,7, 9,10, 56

For questions or additional information: Phone: (262) 835-6416 E-Mail: abunkelman@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee
PUBLIC FIRE PROTECTION	5/8" Meter	quarterly	\$15.53
	3/4" Meter	quarterly	\$15.53
	1" Meter	quarterly	\$38.76
	1 1/4" Meter	quarterly	\$57.17
	1 1/2" Meter	quarterly	\$76.24
	2" Meter	quarterly	\$123.88
	3" Meter	quarterly	\$231.86
	4" Meter	quarterly	\$387.51
	6" Meter	quarterly	\$775.01
	8" Meter	quarterly	\$1,241.92
	10" Meter	quarterly	\$1,861.29
	12" Meter	quarterly	\$2,480.66
PRIVATE FIRE PROTECTION	2" Connection	quarterly	\$12.00
	3" Connection	quarterly	\$24.00
	4" Connection	quarterly	\$39.00
	6" Connection	quarterly	\$78.00
	8" Connection	quarterly	\$126.00
	10" Connection	quarterly	\$186.00
	12" Connection	quarterly	\$249.00
	14" Connection	quarterly	\$312.00
	16" Connection	quarterly	\$375.00
QUARTERLY SERVICE CHARGE	5/8" Meter	quarterly	\$22.09
	3/4" Meter	quarterly	\$22.09
	1" Meter	quarterly	\$36.71
	1 1/4" Meter	quarterly	\$49.77
	1 1/2" Meter	quarterly	\$65.32
	2" Meter	quarterly	\$99.53
	3" Meter	quarterly	\$164.86
	4" Meter	quarterly	\$255.05
	6" Meter	quarterly	\$475.90
	8" Meter	quarterly	\$730.95
	10" Meter	quarterly	\$1,097.98
	12" Meter	quarterly	\$1,465.01
VOLUME CHARGE (PER UNIT)	First 20,000 cubic feet used (149,600 gallons)	per 100CF/quarter	\$3.62
	Next 180,000 cubic feet used (1,346,400 gallons)	per 100CF / quarter	\$3.57
	Over 200,000 cubic feet used (1,496,000 gallons)	per 100CF / quarter	\$3.47
BULK WATER	Volumetric Charge	100CF	\$3.62
	Service Charge		\$40.00
	Meter Charge		If longer than 30 days, see quarterly service charge above

Caledonia Water Utility District

Authority of fees granted in Village Ordinance Title 9, Chapter 1, Section 3, 4,7, 9,10, 56

For questions or additional information: Phone: (262) 835-6416 E-Mail: abunkelman@caledonia-wi.gov

Category/ Program	Fee Name	Unit	Fee
WATER IMPACT FEE	M25 - Disc		\$1,550.00
	5/8" Ultrasonic		\$1,860.00
	M35 - Disc		\$2,170.00
	3/4" Ultrasonic		\$2,480.00
	M55 - Disc		\$3,410.00
	M70 - Disc		\$4,340.00
	1" Ultrasonic		\$3,875.00
	M120 - Disc		\$7,440.00
	1 1/2" Ultrasonic		\$6,200.00
	M170 - Disc		\$10,540.00
	2" Compound		\$12,400.00
	2" Ultrasonic		\$9,920.00
	3" Compound		\$27,900.00
	3" Ultrasonic		\$34,720.00
	4" Compound		\$62,000.00
	4" Ultrasonic		\$68,200.00
	6" Compound		\$124,000.00
	6" Ultrasonic		\$124,000.00
	8" Compound		\$279,000.00
	8" Ultrasonic		\$217,000.00
	10" Turbine		\$434,000.00
	12" Turbine		\$545,600.00
MISC FEES	Special Billing Charge		\$35.00
	Real Estate Closing Account Charge	each	\$25.00
	Reinstallation of Meter	During business hours	\$40.00
	Reinstallation of Meter	After business hours	\$60.00
	Reconnection valve turn-on	During business hours	\$35.00
	Reconnection valve turn-on	After business hours	\$55.00
ADDITIONAL METER	5/8" Meter	quarterly	\$4.50
	3/4" Meter	quarterly	\$4.50
	1" Meter	quarterly	\$7.50
	1 1/4" Meter	quarterly	\$10.50
	1 1/2" Meter	quarterly	\$13.50
	Initial Meter Installation Charge		\$40.00

**RESOLUTION NO. 2025-081
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING HALLOWEEN TRICK OR TREATING HOURS IN THE
VILLAGE OF CALEDONIA**

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

WHEREAS, it is deemed to be in the best interest of the residents of the Village of Caledonia that a policy be established which sets a date for Halloween Trick or Treating.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia, that the official annual celebration of Halloween Trick or Treating shall be held on October 31 each year between the hours of 5:30 p.m. and 7:30 p.m.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of October, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-082
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE OF CALEDONIA
TO ENTER INTO A DEVELOPMENT AGREEMENT WITH BREG CALEDONIA, INC.
AND MIDDLE ROAD, LLC IN TAX INCREMENTAL DISTRICT NO. 6**

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

WHEREAS, BREG Caledonia, Inc. and Middle Road, LLC ("Bear"), owns or intends to purchase several parcels of land in the Village ("Property"), to develop a multi-phase, single-family development with residential and public spaces on the Property, together with all public infrastructure required, in Tax Incremental District No. 6 (the "Development"); and

WHEREAS, the Development includes an anticipated capital investment in public improvements and site work by Bear of approximately \$32.9 Million, and an estimated valuation of \$146 Million at full buildout (not including the base value). The phasing provides development flexibility for Bear to improve the Property based on market demands; and

WHEREAS, in order to induce Bear to develop and locate the Development at the Property, which Bear would not do but for certain pay as you go incentives, and in order to render the construction of the public infrastructure needed financially viable for Bear including the connection and construction of Five Mile Road, the Village is willing to extend to Bear certain development incentives in exchange for Bear's commitment, all according to the terms and conditions set forth in the agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Development Agreement between the Village of Caledonia and BREG Caledonia, Inc. and Middle Road, LLC as substantially set forth in **Exhibit A** attached hereto and incorporated herein (the "Development Agreement"), is hereby authorized and substantially approved subject to final approval by the Village Administrator, Village President and Village Attorney consistent with this action, and the Village President and Village Clerk/Treasurer are authorized to execute said agreement and the Village Administrator, Development Director and Public Services Director are authorized to take such actions necessary in furtherance thereof.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of _____, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

Caledonia - Bear Development Agreement

Bear Real Estate Group

Tax Incremental District No. 6, Village of Caledonia, Racine County, Wisconsin

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2 INTRODUCTION

THE DEVELOPER and THE VILLAGE enter this AGREEMENT as of THE EFFECTIVE DATE.

3 RECITALS

THE PARTIES acknowledge the following:

1. THE DEVELOPER owns or will own THE PROPERTY.
2. THE PROPERTY lies within the boundaries of THE DISTRICT. Pursuant to TAX INCREMENT LAW, THE VILLAGE adopted THE PROJECT PLAN.
3. THE DEVELOPER plans to construct THE PROJECT. THE PARTIES acknowledge that development of THE PROJECT as described complies with THE PROJECT PLAN.
4. THE VILLAGE desires diverse housing types, and there is a shortage of moderate-density single-family housing in THE VILLAGE and surrounding communities. The Racine County Economic Development Corporation retained Ehlers, Inc., The Lakota Group, Market and Feasibility Advisors, and Foth Companies to undertake a Racine County Development Study, which recommended that “...the demands for supplier facilities, housing for temporary and permanent workforce and infrastructure demands to support...private investment may require financial commitments from local governments” and that tax incremental financing is a financial tool to make such projects financially feasible.
5. THE VILLAGE desires to expand the housing stock, including residential housing, within THE VILLAGE, THE DISTRICT, and upon THE PROPERTY. THE VILLAGE finds that the development of THE PROJECT and the fulfillment of the terms and conditions of THIS AGREEMENT will further such goals, are in the vital and best interests of THE VILLAGE and its residents, and will serve a public purpose per state and local law.
6. THE PARTIES declare that the development of THE PROJECT would only occur with the financial participation of THE VILLAGE as outlined in THIS AGREEMENT. THE VILLAGE retained Ehlers to perform a sensitivity analysis of the Pro Forma. This declaration is contingent on Ehlers’ confirmation that THE DEVELOPER’S financial assumptions are reasonable and that THE VILLAGE’S financial participation is necessary to improve the public infrastructure and provide a market-rate return to attract private investment consistent with THE PRO-FORMA. THE PARTIES shall deem this contingency satisfied upon receipt of Ehlers’ analysis described above.
7. By Village Board approval, THE VILLAGE approved THIS AGREEMENT, authorized its execution by the proper Village officials on THE VILLAGE’S behalf, and approved the issuance of the MRO.
8. THE DEVELOPER approved THIS AGREEMENT and authorized its execution by the appropriate representatives.

4 AGREEMENTS

Considering the RECITALS and the terms and conditions set forth herein, the parties agree and covenant to the following conditions.

5 DEFINITIONS

All referenced terms used shall have the following meanings:

1.1 AGREEMENT

This Development Agreement, as the same may hereafter be from time to time modified, amended, or supplemented per its terms.

1.2. APPLICABLE PERCENTAGE

Means (a) 100% for the first phase of the Project; and (b) 90% for the second, third, fourth and fifth phases of the Project; provided, however, that after a TIF Lookback Date, the Applicable Percentage may be reduced pursuant to Article 8, Section 12, below.

1.3 AVAILABLE TAX INCREMENT

Calculated on an annual basis, the Applicable Percentage of Tax Increment available after retention by the Village of \$15,000 per year for administrative costs on an annual basis as shown in the Cash Flow Projections.

1.4 CASH FLOW PROJECTIONS

The financial assumptions, projections and estimated MRO payments for THE PROJECT prepared by THE VILLAGE'S financial advisor containing Development Assumptions, Tax Increment Projection Worksheet and Cash Flow Projection as set forth in Exhibit G.

1.5 THE DEVELOPER

BREG CALEDONIA, INC., a Wisconsin Corporation, and MIDDLE ROAD, LLC, a Wisconsin limited liability company, and their successors and assigns.

1.6 THE DISTRICT

Tax Incremental District No. 6, Village of Caledonia, Wisconsin

1.7 EFFECTIVE DATE

The latest signature date under

Signatures.

1.8 FORCE MAJEURE

Any accident, breakage, war, insurrection, civil commotion, riot, act of terror, act of God or the elements, governmental action (except for governmental action by the Village with respect to obligations of the Village under this Agreement), alteration, pandemic, strike or lockout, picketing (whether legal or illegal), inability of a party or its agents or contractors to obtain fuel or supplies, unusual weather conditions, or any other cause or causes beyond the reasonable control of such party or its agents or contractors.

1.9 GUARANTOR

Bear Capital, LLC, a Wisconsin limited liability company.

1.10 HAZARDOUS SUBSTANCES

Any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

1.11 IRR

Internal Rate of Return. The financial metric used to measure the profitability of an investment, taking into account revenues, costs and the time value of money, specifically solving for the discount rate that makes the net present value of all cash flows equal to zero in a discounted cash flow analysis.

1.12 JRB

Joint Review Board of the Village of Caledonia, consisting of one representative from the four taxing jurisdictions and a member of the public.

1.13 MRO

Municipal Revenue Obligation. The tax increment revenue monetary obligation, in a principal amount not-to-exceed the lesser of (a) \$14, 092,035 or (b) the actual, Village-verified cost of construction of the PUBLIC INFRASTRUCTURE, together with interest at the rate of 7% thereon, issued by THE VILLAGE to THE DEVELOPER substantially in the form attached hereto as ERROR! REFERENCE SOURCE NOT FOUND., payments for which are based upon the annual AVAILABLE TAX INCREMENT as estimated in the CASH FLOW PROJECTIONS for THE PROJECT.

1.14 MRO MATURITY DATE

The earlier to occur of:

1. October 15 of the year of the final allocation of Tax Increment following the termination of THE DISTRICT, which THE VILLAGE may ask the JRB to extend under THIS AGREEMENT, and
2. The date when THE VILLAGE pays all outstanding principal and accrued interest amounts due to THE DEVELOPER under the MRO.

1.15 MRO PAYMENT DATE

The date 60 days after the August tax settlement date, per Wisconsin Statutes, for the ad valorem taxes for THE PROPERTY for the preceding calendar year beginning in the first year there is Available Tax Increment.

1.16 THE PARTIES

THE DEVELOPER and THE VILLAGE, collectively.

1.17 PHASE 1

Means the infrastructure and roadway improvements for Five Mile Road and at least sixty-two (62) residential lots.

1.18 PLANS AND SPECIFICATIONS

THE VILLAGE-approved subdivision plat or site plan for a particular phase.

1.19 PRO-FORMA

THE DEVELOPER'S financial pro-forma for THE PROJECT provided by THE DEVELOPER to Ehlers, which THE VILLAGE deems a trade secret exempt from public records requirements.

1.20 PROJECT

A multi-phase, single-family development with residential and public space on THE PROPERTY, together with all PUBLIC INFRASTRUCTURE required therefore, generally in accordance with the phasing plan attached hereto as ERROR! REFERENCE SOURCE NOT FOUND., The PHASING PLAN, consisting of 252 lots, is subject to change at THE DEVELOPERS discretion, provided that any changes to the underlying approved subdivision plats are subject to approval in accordance with applicable ordinances.

1.21 PROJECT BASE VALUE

The equalized value of THE PROPERTY on the date on which THE VILLAGE created THE DISTRICT is \$70,600:

1.22 THE PROJECT PLAN

The project plan for mixed-use development within the District adopted on April 9, 2024, and approved by the Joint Review Board on April 30, 2024.

1.23 THE PROPERTY

That certain real property legally described in ERROR! REFERENCE SOURCE NOT FOUND.

1.24 PUBLIC INFRASTRUCTURE

The public improvements required for the Project, including, but not limited to engineering costs, site grading, bridges, culverts (including concrete structural crossings where required by THE VILLAGE), streets, sidewalks, pedestrian trails, street lighting, street trees, and utilities.

1.25 PUBLIC INFRASTRUCTURE EASEMENT

A temporary, non-exclusive construction easement on, over, through, and across the portions of VILLAGE-owned property to perform the construction and installation of THE PUBLIC INFRASTRUCTURE.

1.26 PUBLIC INFRASTRUCTURE EASEMENT TERM

A term commencing on the EFFECTIVE DATE and expiring on the date THE VILLAGE confirms that THE DEVELOPER constructed THE PUBLIC INFRASTRUCTURE per the approved PUBLIC INFRASTRUCTURE plans.

1.27 PUBLIC INFRASTRUCTURE WORK

The installation of approved and permitted PUBLIC INFRASTRUCTURE.

1.28 SUBSTANTIAL COMPLETION

The date THE PUBLIC INFRASTRUCTURE for each phase in the Project is dedicated to THE VILLAGE in accordance with ERROR! REFERENCE SOURCE NOT FOUND.

1.29 TAX COVENANT

The agreement that no entity or person shall use THE PROPERTY in a fashion that would render it exempt from ad valorem taxes without the prior written consent of THE VILLAGE. The TAX COVENANT is a restrictive covenant that runs with the land and binds all future owners of THE PROPERTY, provided, however, that upon transfer of THE PROPERTY, or any portion thereof, by THE DEVELOPER to a third party, THE DEVELOPER shall have no further obligations to THE VILLAGE under THE TAX COVENANT for the transferred part of THE PROPERTY. This Tax Covenant shall be memorialized in a separate document in recordable form attached hereto as **Exhibit E**.

1.30 TAX INCREMENT

The tax increment (as defined by THE TAX INCREMENT LAW) generated by THE PROPERTY collected and retained by THE VILLAGE.

1.31 TAX INCREMENT LAW

WIS. STAT. SEC. 66.1105

1.32 TERM

The term of THIS AGREEMENT, which shall continue from the date of complete execution of THIS AGREEMENT until the earlier to occur of:

1. The date when THE VILLAGE repays all amounts owed to THE DEVELOPER under THE MRO in full, or
2. The date when THE DISTRICT, as THE VILLAGE with approval of THE JRB may extend it, is terminated.

1.33 THE VILLAGE

The Village of Caledonia, Racine County, Wisconsin.

1.34 TIF LOOKBACK DATE

For each phase, the later of (i) the date of SUBSTANTIAL COMPLETION; or (ii) the date when 95% of all lots are sold in that phase, except that in no event shall the TIF LOOKBACK DATE be later than 3 years after Substantial Completion of each phase.

1.35 TRANSFEREE

The party to whom THE DEVELOPER transferred property per the terms of THIS AGREEMENT.

6 REPRESENTATIONS AND WARRANTIES

1.1 REPRESENTATIONS AND WARRANTIES OF VILLAGE

THE VILLAGE makes the following representations and warranties:

1. THE VILLAGE is a municipal corporation of the State of Wisconsin and has the power to enter into THIS AGREEMENT and carry out its obligations hereunder.
2. The execution and delivery of THIS AGREEMENT, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of THIS AGREEMENT do not prevent, limit, conflict with, or result in the breach of the terms, conditions, or provisions of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which THE VILLAGE is now a party or by which it is bound, or constitutes a default under any of the foregoing.
3. The execution, delivery, and consummation of the transactions contemplated hereby have been duly authorized and approved by THE VILLAGE, and no other or further acts or proceedings of THE VILLAGE are required. THIS AGREEMENT constitutes THE VILLAGE'S legal, valid, and binding agreement and obligations, enforceable against it by its respective terms, except as applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity may limit enforceability.

1.2 REPRESENTATIONS AND WARRANTIES OF DEVELOPER

THE DEVELOPER makes the following representations and warranties

1. THE DEVELOPER is a Wisconsin corporation and has the power to enter into THIS AGREEMENT and carry out its obligations hereunder and is in good standing under the laws of the State of Wisconsin.
2. THE DEVELOPER would not undertake THE PROJECT, and, in the opinion of THE DEVELOPER, THE PROJECT would only be economically feasible within the reasonably foreseeable future with the assistance THIS AGREEMENT provides to THE DEVELOPER.
3. The execution and delivery of THIS AGREEMENT, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of THIS AGREEMENT do not prevent, limit, conflict with, or result in the breach of the terms, conditions or provisions of any law, ordinance, charter, contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which THE DEVELOPER is now a party or by which it is bound, or constitutes a default under any of the foregoing.
4. The execution, delivery, and consummation of the transactions contemplated hereby have been duly authorized and approved by THE DEVELOPER, and no other or further acts or proceedings of THE DEVELOPER are required. THIS AGREEMENT constitutes THE DEVELOPER'S legal, valid, and binding agreement and obligations, enforceable against it by its respective terms, except as applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principals of equity may limit enforceability.

5. Prior to commencing construction of Phase 1 of THE PROJECT . THE DEVELOPER shall acquire fee title interest in THE PROPERTY.

7 DEVELOPER ACTIVITIES AND OBLIGATIONS

1. THE DEVELOPER shall construct each phase of THE PROJECT in accordance with all applicable VILLAGE ordinances, regulations, and ERROR! REFERENCE SOURCE NOT FOUND.
2. THE DEVELOPER will complete the installation of THE PUBLIC INFRASTRUCTURE in each phase in accordance with ERROR! REFERENCE SOURCE NOT FOUND.
3. THE DEVELOPER shall fund all costs of THE PROJECT exceeding the funds provided by its construction lender. For each phase of THE PROJECT, THE DEVELOPER shall provide evidence that it secured sufficient financing commitments to enable such phase of THE PROJECT to proceed to completion to the reasonable satisfaction of THE VILLAGE.
4. THE DEVELOPER shall substantially complete THE PUBLIC INFRASTRUCTURE in PHASE 1 of THE PROJECT by **November 1, 2027**. THE DEVELOPER is not obligated to commence any subsequent phases of THE PROJECT. Upon entry into THIS AGREEMENT, THE DEVELOPER shall deliver or cause to be delivered to THE VILLAGE a Completion Guaranty by THE GUARANTOR in the form attached hereto as ERROR! REFERENCE SOURCE NOT FOUND., to guarantee timely completion of the construction of THE PUBLIC INFRASTRUCTURE for the first phase of the Project, and the completion of the PUBLIC INFRASTRUCTURE in any subsequent phase(s) of the Project that Developer elects to commence.
5. After execution of this Agreement, THE DEVELOPER shall pay, within 45 days following receipt of an invoice from the Village for ongoing costs incurred by the Village for time spent on THE PROJECT by outside consultants, including reasonable attorney fees, planner fees, and engineering fees for services and inspections related to THE PROJECT; provided, however that with respect to third party costs incurred after the date of execution of this Agreement, Developer shall only be required to pay reasonable invoices for third parties that are submitted to Developer within 90 days after THE VILLAGE receives such invoices from third parties. Any charges not paid by DEVELOPER within ninety (90) days of being invoiced may be assessed against THE PROPERTY as a special charge pursuant to §66.0627, Wis. Stat. to the extent permitted thereunder. Within 60 days of execution of this Agreement, VILLAGE shall provide DEVELOPER with an invoice ("Closing Invoice") with respect to all costs incurred by the Village prior to the execution of this Agreement, for which THE DEVELOPER is responsible, the payment of which shall be subject to the terms and conditions of the Reimbursement Agreement previously entered into by the Parties. Except as provided in the Closing Invoice, Developer shall not be responsible for payment of any other third-party costs related to the Agreement incurred by THE VILLAGE prior to the execution of this Agreement.
6. The DEVELOPER shall timely pay any and all fees required to be paid by the DEVELOPER to THE VILLAGE pertaining to the Project pursuant to VILLAGE ordinance, including any review fees, connection fees, application fees, fire inspection fees, etc. DEVELOPER shall pay one hundred percent (100%) of the impact fees applicable to the Project, payable incrementally at the time of issuance of each building permit. Additionally, during the term of THIS AGREEMENT, the DEVELOPER shall have no delinquent fines, penalties, or financial obligations whatsoever, including, without limitation, taxes owed to the federal government, the State of Wisconsin, Racine County, the VILLAGE, or any other government agency or entity on a federal, state, or local level, which remain unpaid after sixty (60) days' notice of said delinquency has been provided to the DEVELOPER and DEVELOPER acknowledged receipt of notice, unless timely appealed in good faith by the DEVELOPER in the manner provided by law.

8 VILLAGE ACTIVITIES AND OBLIGATIONS

1. THE VILLAGE shall cooperate with THE DEVELOPER throughout the development and construction of THE PROJECT and the term of THIS AGREEMENT and shall reasonably and promptly review and process all submissions, applications, and inspections per applicable VILLAGE ordinances.
2. THE VILLAGE shall retain a copy of the PLANS AND SPECIFICATIONS for each phase.
3. THE VILLAGE shall release the Completion Guaranty for each phase upon the earlier of (a) Substantial Completion of that phase; and (b) the expiration of the District.
4. In consideration of the performance by THE DEVELOPER of its obligations under THIS AGREEMENT, simultaneously with the execution of THIS AGREEMENT, THE VILLAGE agrees to issue THE MRO to THE DEVELOPER
5. THE MRO shall have a term until THE MRO MATURITY DATE. THE VILLAGE shall pay annual installments to THE DEVELOPER on THE MRO PAYMENT DATE consistent with the estimates set forth in the CASH FLOW PROJECTIONS ; provided, however, the amount of the annual payment due on each MRO PAYMENT DATE shall be payable solely from AVAILABLE TAX INCREMENT.
6. THE VILLAGE may prepay the outstanding principal amount of THE MRO together with accrued interest thereon through the date of prepayment, in whole or in part at any time, in its sole discretion, without penalty.
7. THE VILLAGE makes no representation or covenant, express or implied, that THE AVAILABLE TAX INCREMENT, if appropriated, will sufficiently pay, in whole or in part, the amounts which are or may become due and payable under THE MRO. THE VILLAGE'S obligation to make payments on THE MRO is limited to the availability of TAX INCREMENT and is further subject to annual appropriation by the Village Board.
8. In each year, the staff of THE VILLAGE shall include the appropriation of AVAILABLE TAX INCREMENT in THE VILLAGE budget as submitted to the Village Board for consideration for the next succeeding fiscal year. If the Village Board determines not to appropriate any portion of such AVAILABLE TAX INCREMENT, THE VILLAGE shall provide written notice to THE DEVELOPER within 14 days. THE VILLAGE agrees that, subject to annual appropriation of said funds, annual funds in the special fund of THE DISTRICT, which constitute AVAILABLE TAX INCREMENT from THE PROJECT, will first be used to make the payments due under THE MRO.
9. Other than provided for herein, THE VILLAGE shall have no monetary obligation to THE DEVELOPER beyond the life of THE DISTRICT. Notwithstanding the foregoing, the VILLAGE agrees to maximize the opportunity for THE DEVELOPER to achieve the full amount of the MRO by allowing the TID to exist for its full life, as such may be extended in the VILLAGE's sole discretion, subject to requirements of the Wisconsin Statutes and approval by the JRB. The VILLAGE shall take no action to terminate or dissolve the District prior to the final MRO Maturity Date, unless the VILLAGE appropriates the funds and the VILLAGE first pays the outstanding balance due under the MRO which would have been paid before the MRO Maturity Date, subject to the provisions of this Agreement. For the avoidance of doubt, the MRO terminates at the end of the life of the District and the VILLAGE has no obligation to extend the District.
10. Except as otherwise provided herein, THE VILLAGE shall have no obligation to make payments on THE MRO while THE DEVELOPER is in default of any of its obligations under THIS AGREEMENT or if there is no Available TAX INCREMENT.
11. THE VILLAGE and THE DEVELOPER covenant and agree that THE TAX INCREMENT shall not be used or applied, in whole or in part, to the payment or reimbursement of any real, personal, or other property taxes.
12. Upon each TIF LOOKBACK DATE, THE MRO will be subject to a lookback based on all costs and revenues of the current phase, all prior phases, and a projection of the future payments on the MRO, and measured by the applicable IRR below:
 - i. Assuming construction has commenced on at least four (4) of the five (5) phases, the lookback IRR shall be 16.5%.
 - ii. Assuming construction has commenced on at least three (3) of the five (5) phases, the lookback IRR shall be 15%.

- iii. Assuming construction has commenced on at least two (2) of the five (5) phases, the lookback IRR shall be 14.5%.
- iv. Assuming construction has commenced on at least one (1) of the five (5) phases, the lookback IRR shall be 14%.

Within 90 days of each TIF LOOKBACK DATE, THE DEVELOPER shall deliver to THE VILLAGE'S financial advisor evidence of its IRR, which THE VILLAGE deems a trade secret, exempt from public records requirements unless determined otherwise in a court of jurisdiction. THE VILLAGE'S financial advisor shall calculate THE IRR based on THE DEVELOPER'S proforma financial statement, with revenues and expenses all determined per generally accepted accounting principles, utilizing a not-to-exceed developer's fee of 5%. In reviewing lot sales from THE DEVELOPER to its affiliates, THE VILLAGE'S financial advisor may make adjustments that, in its reasonable opinion, reflect the fair market value of the lot in question.

- b. If when measured on a TIF Lookback Date, THE DEVELOPER'S IRR does not exceed the applicable IRR set forth above there shall be no modification to the Applicable Percentage used to determine future MRO payments, as estimated in the CASH FLOW PROJECTIONS used as the basis for EXHIBIT B: MRO.
- c. If, as of any applicable **TIF Lookback Date**, the **Developer's Internal Rate of Return (IRR)** exceeds the applicable IRR threshold set forth above, then in such year (the "**Threshold Year**"), the **Applicable Percentage** used to calculate the **Available Tax Increment** for **Municipal Revenue Obligation (MRO)** payments shall be reduced to fifty percent (50%) for each year following the Threshold Year. This reduction shall apply to all MRO payments made after the date on which the projected future cash flows indicate that the Developer's IRR will exceed the applicable IRR threshold.

By way of example, upon the TIF Lookback Date for the second phase of the Project, the Developer and the Village shall jointly determine the projected IRR for each remaining year of the TIF District, taking into account:

- (a) All of the Developer's costs and expenditures incurred in Phases 1 and 2;
- (b) All revenues received from Phases 1 and 2 as of the TIF Lookback Date; and
- (c) The projected future MRO payments expected to be made to the Developer in each of the remaining years of the TIF District.

If such analysis projects that the Developer's IRR in any year will exceed 14.5%, that year shall constitute the Threshold Year, and the Applicable Percentage for all MRO payments made after such Threshold Year shall be reduced to 50%.

Upon the TIF Lookback Date for the third phase of the Project, the same methodology shall be applied, considering all costs, revenues, and MRO payments related to Phases 1, 2, and 3, with an applicable IRR threshold of 15%. The Threshold Year determined as of the third-phase TIF Lookback Date shall supersede the Threshold Year determined as of the second-phase TIF Lookback Date.

- d. Other than provided for herein, THE VILLAGE shall have no monetary obligation to THE DEVELOPER beyond the life of THE DISTRICT.

9 PAYMENT OF TAXES

1. THIS AGREEMENT shall not prohibit THE DEVELOPER from contesting, in good faith, the assessed value of any portion of THE PROPERTY.
2. THE PARTIES agree to THE TAX COVENANT. THE VILLAGE agrees that a violation of THE TAX COVENANT by A TRANSFeree shall not constitute a default by THE DEVELOPER hereunder. THE VILLAGE and THE DEVELOPER shall each have the right

to enforce THE TAX COVENANT against A TRANSFEREE by action for specific performance and shall have the right to recover from A TRANSFEREE all costs, fees, and expenses incurred in the enforcement of THIS TAX COVENANT.

10 NO PARTNERSHIP OR VENTURE

THE DEVELOPER, their contractors, or their subcontractors shall be solely responsible for the completion of THE PROJECT. Nothing contained in THIS AGREEMENT shall create or affect any partnership, venture, or relationship between THE VILLAGE and THE DEVELOPER, any contractor, or any subcontractor employed by THE DEVELOPER in the construction of THE PROJECT.

11 CONFLICT OF INTEREST

No member, officer, or employee of the Village, during their tenure or for one year after that, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the Village review and process of the Project and the Agreement from the point of time when a potential conflict of interest arose and after that.

12 WRITTEN NOTICES

THE PARTIES shall deem all written notices required or permitted by THIS AGREEMENT to have been given upon delivery to an officer or designated representative of the person entitled to such notice if (a) hand delivered; (b) two business days following deposit in the United States mail, postage prepaid; (c) if sent by a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery; or (d) delivered by e-mail during normal business hours with a copy also delivered simultaneously by overnight commercial carrier (deemed to have been delivered on the day for which the email delivery receipt is received). THE PARTIES shall address each such communication or notice as follows, unless and until any of such parties notifies the other of a change of address.

IF TO THE VILLAGE

Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402
Attention: Todd Willis, Village Administrator
EMAIL: twillis@caledonia-wi.gov

IF TO THE DEVELOPER

BREG Caledonia Inc.
Attn: S.R. Mills
4015 80th Street
Kenosha, WI 53142
EMAIL: smills@bearreg.com

13 DEFAULT

1. The occurrence of any one or more of the following events shall constitute a default by THE DEVELOPER hereunder:

- a. THE DEVELOPER fails to pay any amounts when due under THIS AGREEMENT and further fails to pay such amounts on or before ten days following written notice of such failure;
 - b. Any material representation or warranty made by THE DEVELOPER pursuant to THIS AGREEMENT proves to have been false in any material respect as of the time when made or given;
 - c. THE DEVELOPER materially breaches or fails to perform timely or observe timely any of its covenants or obligations under THIS AGREEMENT (other than relating to the payment of money), and such failure shall continue for 30 days following notice thereof from THE VILLAGE (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as THE DEVELOPER has commenced the cure of the default within the 30 day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from THE VILLAGE or such longer period of time as is reasonably agreed to by THE VILLAGE); or
 - d. THE DEVELOPER:
 - i. Makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets;
 - ii. Becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to affect a plan or other arrangement with creditors;
 - iii. Has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of 90 days or THE DEVELOPER shall file an answer to such a petition or application, admitting the material allegations thereof;
 - iv. Applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety days after their appointment;
 - v. Adopts a plan of complete liquidation of its assets; or
 - vi. Shall cease to exist.
2. THE VILLAGE shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under THIS AGREEMENT, and such failure shall continue for 30 days following notice thereof from THE DEVELOPER (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as THE VILLAGE has commenced the cure of the default within the 30 day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 120 days following the notice thereof from THE DEVELOPER or such longer period of time as is reasonably agreed to by THE DEVELOPER).
 3. Upon the occurrence of any default by either party, upon 10 days' notice, without further demand or action of any kind by the non-defaulting party and except as expressly set forth below, the non-defaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. THE VILLAGE'S rights shall include, but not be limited to temporary suspension of any payment of VILLAGE payments under THIS AGREEMENT during the continuance of any default by THE DEVELOPER, or VILLAGE performance of any DEVELOPER obligation under THIS AGREEMENT. Upon the cure of any such DEFAULT on the part of THE DEVELOPER (which cure may include the substantial completion of THE PROJECT after the completion dates set forth herein), then, if and to the extent THE VILLAGE suspended any payments of VILLAGE payments, THE VILLAGE shall promptly distribute to THE DEVELOPER any payments so suspended and promptly resume payments of amounts due with respect to THE VILLAGE payments due under THIS AGREEMENT and continue such payments so that, subject to Available TAX INCREMENT, the cumulative amount paid upon full amortization is equal to that amount contemplated under THIS AGREEMENT.
 4. No remedy shall be exclusive of any other remedy, and every remedy shall be cumulative and in addition to every other remedy given under THIS AGREEMENT now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof, nor shall any single

or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

5. Notwithstanding the preceding, THE VILLAGE shall not terminate THIS AGREEMENT or pursue, exercise, or claim any rights or remedies arising out of a default by THE DEVELOPER hereunder, except injunctive relief, specific performance, or the temporary suspension of VILLAGE payments unless THE DEVELOPER, its mortgage lender, or their designees have not commenced commercially reasonable efforts to cure any such default within 60 days after receipt of a written notice from THE VILLAGE to THE DEVELOPER and its mortgage lender that if they do not commence efforts to cure such default, then THE VILLAGE intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate THIS AGREEMENT.
6. In the event of a default by either party, all reasonable fees, costs, and expenses incurred by the non-defaulting party, including reasonable attorney's fees, in connection with the enforcement of THIS AGREEMENT shall be paid by the defaulting party, including without limitation the enforcement of the non-defaulting party's rights in any bankruptcy, reorganization, or insolvency proceeding.
7. Before litigation, as a condition precedent to bringing litigation, any party deeming itself aggrieved under THIS AGREEMENT shall be obligated to request nonbinding mediation of the dispute. Mediation shall proceed before a single mediator. THE PARTIES shall agree upon a mediator, and if they fail to do so within 30 days, either party may apply to Circuit Court for Racine County for the designation of a mediator. If THE PARTIES do not accept the mediator's recommendation, the aggrieved party may commence an action.

14 MISCELLANEOUS

1. THE DEVELOPER shall have in effect at all times all permits, approvals, and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management, and operation of THE PROJECT.
2. THE DEVELOPER shall maintain the insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as provided in ERROR! REFERENCE SOURCE NOT FOUND.
3. The prevailing party shall be entitled to collect all costs and expenses associated with enforcing its rights against the other under THIS AGREEMENT, including enforcing such rights in any bankruptcy, reorganization, or insolvency proceeding involving THE DEVELOPER. Any such fees, costs, and expenses incurred by the prevailing party, which are to be paid by the other, shall be paid on demand.
4. THE DEVELOPER now indemnifies, defends, and holds THE VILLAGE harmless from and against all loss, liability, damage, and expense, including attorneys' fees, suffered or incurred by THE VILLAGE in any way in connection with THE PROJECT, including without limitation:
 - a. The failure of THE DEVELOPER or its contractors, subcontractors, agents, employees, or invitees (while under the control of THE DEVELOPER) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority for it;
 - b. Any release by THE DEVELOPER or its contractors, subcontractors, agents, employees, or invitees (while under control of THE DEVELOPER) of petroleum products or hazardous materials or hazardous substances on, upon, or into THE PROJECT;
 - c. Any damage to natural resources or real property or harm or injury to persons resulting from any failure by THE DEVELOPER, its contractors, subcontractors, and agents to comply with any law, rule, regulation, or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above;

- d. Any violation by THE DEVELOPER at THE PROJECT of any environmental law, rule, regulation, or ordinance;
 - e. Claims arising under the Americans With Disabilities Act or similar laws, rules, regulations, or ordinances;
 - f. The failure by THE DEVELOPER to comply with any term or condition of THIS AGREEMENT;
 - g. Injury to or death of any person at THE PROJECT; damage to any property caused by or at THE PROJECT, and
 - h. The failure of THE DEVELOPER to maintain, repair, or replace, as needed, any portion of THE PROJECT; except in each of the preceding instances described in (a) through (g) above, to the extent negligently or willfully and wrongfully caused by THE VILLAGE or its agents, employees, contractors or representatives and, provided further, such indemnification by THE DEVELOPER shall only apply to claims arising under or out of those portions of THE PROJECT owned by THE DEVELOPER.
5. Except as caused, in whole or in part, by negligence or wrongful act or omission of THE VILLAGE, if the persons or property of others sustain loss, damage, or injury resulting directly or indirectly from the negligence or wrongful act or omission of THE DEVELOPER or its contractors, subcontractors, or materialmen in their performance of THIS AGREEMENT or from THE DEVELOPER'S failure to comply with any of the provisions of THIS AGREEMENT or law, THE DEVELOPER shall indemnify and hold THE VILLAGE harmless from any claims and judgments for damages, and from costs and expenses to which THE VILLAGE may be subjected or which it may suffer or incur by reason thereof, provided; however, that THE VILLAGE shall provide to THE DEVELOPER promptly, in writing, a notice of the alleged loss, damage, or injury.
6. THE DEVELOPER shall indemnify and save harmless THE VILLAGE, its officers, agents, and employees and shall defend the same, from and against any liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
- a. The negligent or willfully wrongful performance of THIS AGREEMENT by THE DEVELOPER or any contractor or subcontractor retained by THE DEVELOPER;
 - b. The negligent or willfully wrongful construction of improvements by THE DEVELOPER or any contractor or subcontractor retained by THE DEVELOPER;
 - c. The negligent or willfully wrongful operation of improvements by THE DEVELOPER or any contractor or subcontractor retained by THE DEVELOPER during the construction of THE PROJECT;
 - d. The violation by THE DEVELOPER or any contractor or subcontractor retained by THE DEVELOPER of any law, rule, regulation, order, or ordinance.
7. No party to THIS AGREEMENT shall default hereunder for so long as the party, its agents, or contractors, if applicable, are prevented from performing any of its obligations hereunder due to a FORCE MAJEURE occurrence.
8. Nothing contained in THIS AGREEMENT is intended to or has the effect of releasing THE DEVELOPER from compliance with all applicable laws, rules, regulations, and ordinances in addition to compliance with all terms, conditions, and covenants contained in THIS AGREEMENT.
9. THE DEVELOPER may not assign their obligations under THIS AGREEMENT without THE VILLAGE'S consent, which THE VILLAGE may grant or withhold at THE VILLAGE'S sole discretion, provided, however, THE DEVELOPER may assign THIS AGREEMENT and/or the MRO in whole or in part, to an entity that controls, is controlled by, or is under common control with, THE DEVELOPER, Bear Development, LLC, or S.R. Mills without the consent of THE VILLAGE. Notwithstanding the preceding, THE DEVELOPER may collaterally assign THIS AGREEMENT and THE MRO to THE DEVELOPER'S lender for THE PROJECT without the consent of THE VILLAGE. THE VILLAGE agrees to acknowledge the same. Suppose any such lender forecloses on its collateral and succeeds in developing THE PROPERTY. In that case, THE VILLAGE shall fulfill its obligations hereunder provided that such lender, or the party purchasing THE PROPERTY at a foreclosure sale, assumes in writing all of the obligations of THE DEVELOPER hereunder. Notwithstanding anything contained herein, nothing in THIS AGREEMENT shall prohibit THE DEVELOPER from selling or otherwise transferring title to THE PROJECT, or any portion thereof provided that, except as provided in Article 9, Section 2 with respect to the Tax Covenant, such transfer shall not relieve THE DEVELOPER of any of its applicable obligations

with respect to the financial obligations of THE DEVELOPER under this agreement and completion of the PUBLIC INFRASTRUCTURE pursuant to this Agreement. At the request of a transferee, the Village agrees to execute a partial release in a form reasonably acceptable to the Village, provided that such release shall not relieve any transferee of its obligations under the Tax Covenant or any excepted provisions.

10. In the event of fire, damage, or any other casualty to any part of THE PUBLIC INFRASTRUCTURE before such being dedicated to THE VILLAGE per THE PUBLIC IMPROVEMENT AGREEMENT, THE DEVELOPER agrees, at its cost and expense, to rebuild, repair, and replace THE PROJECT to substantially the condition or better than existed immediately before the casualty. THE DEVELOPER shall not be relieved of any of its obligations under the terms of THIS AGREEMENT to construct THE PUBLIC INFRASTRUCTURE for an approved phase as a result of any fire, damage, or any other casualty or during the period of repair, rebuilding, or replacement of THE PUBLIC INFRASTRUCTURE before its dedication to THE VILLAGE.
11. Suppose the state laws regarding ad valorem taxation are amended or modified during the term of THIS AGREEMENT such that THE VILLAGE'S financial advisor projects THE TAX INCREMENTS from THE PROPERTY will reduce by 7% or more, and there are no corresponding amendments or modifications to THE TAX INCREMENT LAW to compensate for such reduction. In that case, THE PARTIES agree to work in good faith to consider amendments to THIS AGREEMENT toward the end of rendering THE PARTIES' respective positions generally equivalent to those set forth herein.
12. If any term or provision of THIS AGREEMENT is determined to be invalid or unenforceable for any reason, then the other terms and provisions of THIS AGREEMENT shall not be affected thereby, and said terms and provisions shall remain in full force and effect.
13. THE PARTIES shall construe THIS AGREEMENT according to the laws of the State of Wisconsin. Except as otherwise specifically and expressly outlined in THIS AGREEMENT, the venue for any disputes arising under THIS AGREEMENT shall be the Circuit Court for Racine County. The prevailing party shall be entitled to costs, including its reasonable attorneys' fees, incurred in any litigation.
14. In carrying out any of the provisions of THIS AGREEMENT or in exercising any power or authority granted to them thereby, there shall be no personal liability of THE In carrying out any of the provisions of THIS AGREEMENT or in exercising any power or authority granted to them thereby, there shall be no personal liability of THE VILLAGE officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of THE VILLAGE.
15. THIS AGREEMENT constitutes the entire AGREEMENT between THE PARTIES, and THE PARTIES deem all provisions of THIS AGREEMENT covenants in gross specific to THE DEVELOPER and its permitted assigns under **ARTICLE X: MISCELLANEOUS, Section 9**. However the Tax Covenant shall run with THE PROPERTY and shall bind successors and assigns on the terms and conditions set forth therein.

SIGNATURES

In Witness Whereof, THE PARTIES execute THIS AGREEMENT as of the date first above written.

THE DEVELOPER

BREG Caledonia Inc.

By: _____

Stephen R. Mills, President

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2025, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of _____ and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

MIDDLE ROAD, LLC

By: _____

Stephen R. Mills, Authorized Member

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2025, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of _____ and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

THE VILLAGE

By: _____
Tom Weatherston, Village President

Date: _____

Attest: _____
Jennifer Olsen, Village Clerk

Date: _____

Acknowledged and Agreed to by the Finance Director

Name: _____

STATE OF WISCONSIN)
)ss.
RACINE COUNTY)

Personally appeared before me this ____ day of _____, 2025, the above-named Tom Weatherston and Jennifer Olson, Village President and Village Clerk, respectively, of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form

By: _____
Timothy J. Pruitt, Village Attorney

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Thomas Farms Legal Description:

Being a part of the Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 17, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southeast 1/4 of said Section 17; thence North 00°24'44" West along the east line of said Southeast 1/4, 480.84 feet; thence South 89°21'48" West, 38.00 feet to the west right of way line of Charles Street and the Point of Beginning;

Thence South 00°24'44" East along said west right of way line, 16.50 feet; thence South 89°21'39" West, 200.00 feet; thence South 00°24'44" East, 217.61 feet to the north line of Certified Survey Map No. 2732; thence South 89°21'48" West along said north line and its westerly extension, 258.80 feet; thence South 00°24'44" East, 213.74 feet to the north right of way line of East 5 Mile Road; thence South 89°21'39" West along said north right of way line, 950.39 feet; thence South 00°38'21" East, 33.00 feet to the south line of said Southeast 1/4; thence South 89°21'39" West along said south line, 1173.54 feet; thence North 00°17'43" West, 660.01 feet; thence North 89°21'39" East, 805.01 feet; thence South 00°17'43" East, 139.26 feet; thence North 89°21'28" East, 418.14 feet; thence South 81°05'08" East, 90.35 feet; thence North 89°21'28" East, 545.00 feet; thence South 05°19'47" East, 25.01 feet; thence North 89°21'48" East, 722.08 feet to the Point of Beginning

Additional 33' of Right of Way Legal Description:

Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 20; thence South 89°21'39" West along the north line of said Northeast 1/4, 1447.05 feet to the Point of Beginning;

Thence South 00°38'21" East, 33.00 feet to the south right of way line of East 5 Mile Road; thence North 89°21'39" East along said south right of way line, 99.26 feet; thence South 00°38'21" East, 7.00 feet; thence South 89°21'39" West, 1277.90 feet; thence North

00°28'47" West, 40.00 feet to the north line of the Northeast 1/4 of said Section 20; thence North 89°21'39" East along said north line, 1178.54 feet to the Point of Beginning.

Cailtyn Woods Legal Description

Being a part of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East, Bounded as follows: Begin at a point on the West line of said Southwest 1/4 located North 00°01'09" West 897.00 feet from the Southwest corner of said Southwest 1/4: run thence North 00°01'09" West 82.00 feet; thence North 89°58'51" West 233.00 feet; thence North 00°01'09" West 202.00 feet; thence South 89°58'51" West 233.00 feet; thence North 00°01'09" West 419.50 feet; thence North 89°22'07" East 2687.19 feet to a point on the East line of said Southwest 1/4; thence South 00°19'06" East 907.46 feet on said East line; thence South 89°22'07" West 2084.92 feet; thence North 00°01'09" West 74.00 feet; thence South 89°22'07" West 251.92 feet; thence North 00°01'09" West 130.00 feet; thence South 89°22'07" West 355.08 feet to the point of beginning.

Audubon Legal Description

Lot 3 of CERTIFIED SURVEY MAP NO. 1229, and all of the Northeast 1/4, part of the Southeast 1/4, part of the Southwest 1/4 and part of the Northwest 1/4 of the Southeast 1/4 of Section 17, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of said Section 17; Thence S 89°19'09"W along the North line of said Southeast 1/4, a distance of 202.00 feet; Thence S 00°24'34"E, a distance of 26.20 feet to the south right-of-way line of Five And One Half Mile Road and the POINT OF BEGINNING; Thence continue S 00°24'34"E, a distance of 240.80 feet; Thence N 89°19'19"E, a distance of 169.00 feet to the west right-of-way line of Charles Street; Thence S 00°24'34"E along said right-of-way line, a distance of 249.78 feet; Thence S 89°42'24"W, a distance of 169.00 feet; Thence S 00°24'34"E, a distance of 125.00 feet; Thence N 89°42'24"E to said right-of-way line, a distance of 169.00 feet; Thence S 00°24'34"E along said right-of-way line, a distance of 264.81 feet; Thence S 89°19'26"W, a distance of 108.00 feet; Thence S 00°24'34"E, a distance of 193.41 feet; Thence S 89°19'26"W, a distance of 104.00 feet; Thence S 00°24'34"E, a distance of 100.00 feet; Thence N 89°19'09"E, a distance of 5.00 feet; Thence S 00°24'34"E, a distance of 976.06 feet; Thence S 89°21'58"W, a distance of 1,574.45 feet; Thence N 00°17'32"W, a distance of 854.75 feet; Thence N 89°20'34"E, a distance of 359.50 feet; Thence N 00°38'02"W, a distance of 1,281.86 feet to the south right-of-way line of Five And One Half Mile Road; Thence N 88°46'29"E along said right-of-way line, a distance of 1,255.47 feet to the POINT OF BEGINNING..

UNITED STATES OF AMERICA
STATE OF WISCONSIN
COUNTY OF RACINE
VILLAGE OF CALEDONIA

TAXABLE TAX INCREMENT REVENUE BOND
(BREG CALEDONIA, INC.– TID 6)

<u>Number</u>	<u>Interest Rate</u>	<u>Date of Original Issue</u>	<u>Principal Amount</u>
R-1	7.00%	[Date DA is signed] “Effective Date”	\$14,092,035 (as may be adjusted by Article I, Section 13)

FOR VALUE RECEIVED, the Village of Caledonia, Racine County, Wisconsin (the "Village"), promises to pay to BREG CALEDONIA, INC. or registered assigns (collectively or individually, the "Developer") , but only in the manner, at the times, from the source of revenue and to the extent hereinafter provided, the Principal Amount stated above in installments together with interest thereon from the “Interest Begin Date”, or the most recent MRO Payment Date to which interest has been paid, at a rate per annum equal to the Interest Rate stated above. “Interest Begin Date” shall mean the later of (a) January 1, 2026 or (b) the date the Developer begins construction on the Project.

This Bond is issued to finance projects within the Village’s Tax Incremental District No. 6 (the "TID") which are a part of the Village's revenue-producing enterprise operated for a public purpose as a public utility within the meaning of Section 66.0621, Wisconsin Statutes, pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621, Wisconsin Statutes, and acts supplementary thereto. This Bond is also issued pursuant to a resolution adopted on October 28, 2025 by the Village Board of the Village (the "Resolution") and the Development Agreement dated as of the Effective Date between the Village and the Developer (the "Development Agreement"). Any capitalized terms used in this Bond and not otherwise defined herein shall have the meaning provided for in the Development Agreement or Resolution unless the context clearly requires a different meaning.

This Bond does not constitute an indebtedness of the Village within the meaning of any constitutional or statutory limitation or provision. The principal of and interest on this Bond shall be payable solely from Available Tax Increment which is appropriated by the Village Board to the payment of this Bond (the "Revenues"), which Revenues have been set aside as a special fund created for that purpose in the Resolution and identified as the "Special Redemption Fund." Reference is hereby made to said Development Agreement and Resolution for a more complete statement of the revenues from which and conditions under which this Bond is

payable, and the general covenants and provisions pursuant to which this Bond has been issued.

This Bond shall mature on the MRO Maturity Date and the Village's obligation to repay all or any portion of this Bond shall terminate on the MRO Maturity Date.

Installments of principal and interest on this Bond shall be due and payable on the MRO Payment Date of each year through and including the MRO Maturity Date. The amount of the annual payment of principal and interest due on each MRO Payment Date shall be equal to the Available Tax Increment (as defined in the Development Agreement).

Revenues shall be applied first to the payment of any interest due on the MRO Payment Date and then to the payment of principal on that MRO Payment Date.

If on any MRO Payment Date there shall be insufficient Revenues to pay the principal or interest due on this Bond, the amount due but not paid shall accumulate and be payable on the next MRO Payment Date until the MRO Maturity Date.

If on the MRO Maturity Date there remain amounts outstanding and unpaid on the Bond, then all interest accrued but unpaid and the remaining balance of principal of the Bond shall be deemed paid in full, it being understood that after the MRO Maturity Date, the obligation of the Village to make any further payments on the Bond shall terminate. The Village shall have no obligation to pay any amount of principal or interest on this Bond which remains unpaid after the final MRO Payment Date and the owner of this Bond shall have no right to receive payment of such amounts.

The Village shall take no action, other than action required under Wisconsin Statutes, to terminate or dissolve the District prior to the MRO Maturity Date, unless the Village appropriates the funds and the Village first pays the outstanding balance due under the MRO which would have been paid before the MRO Maturity Date, subject to the provisions of this Agreement.

The outstanding principal of this Bond, together all accrued interest thereon, is subject to prepayment in whole or from time to time in part at any time, at the option of the Village.

THE VILLAGE MAKES NO REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, THAT THE AVAILABLE TAX INCREMENT OR REVENUES WILL BE SUFFICIENT TO PAY, IN WHOLE OR IN PART, THE AMOUNTS WHICH ARE OR MAY BECOME DUE AND PAYABLE HEREUNDER.

THE VILLAGE'S PAYMENT OBLIGATIONS HEREUNDER ARE SUBJECT TO FUTURE ANNUAL APPROPRIATION BY THE VILLAGE BOARD OF AVAILABLE TAX INCREMENT OR OTHER AMOUNTS TO MAKE PAYMENTS DUE ON THIS BOND, provided, however in each year, the staff of the Village shall include the appropriation of the Available Tax Increment in the Village budget as submitted to the Village Board for consideration for the next succeeding fiscal year. If the Village Board determines not to appropriate any portion of such Available Tax Increment,

the Village shall provide written notice to the Developer within 14 days. The Village agrees that, subject to annual appropriation of said funds, annual funds in the special fund of the District, which constitute Available Tax Increment from the Project will first be used to make the payments due under the MRO.

THIS BOND IS A SPECIAL, LIMITED REVENUE OBLIGATION AND NOT A GENERAL OBLIGATION OF THE VILLAGE, AND IS PAYABLE BY THE VILLAGE ONLY FROM THE SOURCES, TO THE EXTENT, AND SUBJECT TO THE QUALIFICATIONS STATED OR REFERENCED HEREIN. THIS BOND IS NOT A GENERAL OBLIGATION OF THE VILLAGE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWERS OF THE VILLAGE ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THIS BOND, AND NO PROPERTY OR OTHER ASSET OF THE VILLAGE, EXCEPT THE ABOVE-REFERENCED REVENUES, IS OR SHALL BE A SOURCE OF PAYMENT OF THE VILLAGE'S OBLIGATIONS HEREUNDER.

This Bond is issued by the Village pursuant to and in full conformity with the Constitution and laws of the State of Wisconsin.

This Bond may be transferred or assigned only as provided in the Development Agreement. In order to transfer or assign the Bond, the transferee or assignee shall surrender the same to the Village either in exchange for a new fully registered bond or for transfer of this Bond on the registration records for the Bond maintained by the Village. Each permitted transferee or assignee shall take this Bond subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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 Bond have been done, have existed and have been performed in due form and time.

IN WITNESS WHEREOF, the Village Board of the Village of Caledonia, Racine County, Wisconsin, has caused this Bond to be signed on behalf of said Village by its duly qualified and acting President and Village Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

VILLAGE OF CALEDONIA,
RACINE COUNTY, WISCONSIN

(SEAL)

By _____
President

By _____
Village Clerk

REGISTRATION PROVISIONS

This Bond shall be registered in registration records kept by the Village Clerk of the Village of Caledonia, Racine County, Wisconsin, such registration to be noted in the registration blank below and upon said registration records, and this Bond may thereafter be transferred only upon presentation of this Bond together with a written instrument of transfer approved by the Village and duly executed by the Registered Owner or his attorney, such transfer to be made on such records and endorsed hereon.

Date of Registration	Name of Registered Owner	Signature of Village Clerk

Exhibit C: Public Improvement Agreement

THE PARTIES agree to this Public Improvement Agreement as of THE EFFECTIVE DATE.

Recitals

1. The Parties acknowledge and understand that this Public Improvement Agreement coincides with the Agreement executed by the Parties for the implementation and development of the Project located at the Property in phases. All definitions in such Agreement shall apply in this Public Improvement Agreement unless otherwise modified herein.
2. In conjunction with the Project, the Developer, at its expense, shall design, construct, and install the Public Infrastructure for each particular phase in the Project, in accordance with the approved Plans and Specifications for such phase, which this Public Improvement Agreement incorporates by reference.
3. The Developer shall dedicate the Public Infrastructure to the Village upon substantial completion of the Public Infrastructure in a particular phase, as reasonably determined by the Village, pursuant to the terms and conditions contained herein.
4. As each phase of the Development may present unique concerns related to design and construction of necessary public improvements, the Parties understand and agree that this Exhibit may need to be supplemented to address those concerns before commencement of construction of subsequent phases.

Agreements

In consideration of the RECITALS and the terms and conditions set forth herein, the Parties agree to the following conditions.

Article I: Developer Obligations

1. Subject to the further terms and conditions set forth in this Agreement, the Developer shall perform the following:
 - a. Plans and Specifications. Prior to any work being done on a PHASE for the PROJECT, (i) the DEVELOPER shall first obtain the written approval from the VILLAGE Engineer of all of the specifications, drawings, blueprints, diagrams and plans for the work that will be performed for that PHASE (or applicable portion thereof); and (ii) the Developer and its contractor(s) shall first have a Pre-construction meeting with the VILLAGE Engineer regarding the PHASE. The PLANS AND SPECIFICATIONS shall be of a type and format, and have such content, as the VILLAGE Engineer may reasonably and customarily require. Additionally, the PLANS AND SPECIFICATIONS shall also be submitted to the VILLAGE Engineer in a reasonable and customary electronic format approved by the VILLAGE Engineer.
 - b. Access. The Developer shall provide the Village, its officials, agents, and employees access to the Property during normal business hours, and shall provide any

documentation requested, for reasonable inspections of the Public Infrastructure Work during construction.

- c. Restoration. The DEVELOPER shall fully restore, at its expense, any VILLAGE right-of-way or easement area within or adjacent to the PROPERTY that has been disturbed due to the installation of utilities, lighting or landscaping by the DEVELOPER. The VILLAGE shall grant to the DEVELOPER customary access to the right-of-way of any road, street or highway adjacent to and contiguous to the PROPERTY over which the VILLAGE has jurisdiction necessary for the installation of any utilities, after receipt of applicable permits.
- d. Klema Ditch Crossing. Included as part of the required Public Infrastructure for Phase 1 is the Klema Ditch crossing at 5 Mile Road, which must be installed before building permits are granted. The Klema Ditch crossing shall be a concrete structural "ConSpan" crossing and not simply a culvert pipe, with specifications set forth in the final plans and specifications.
- e. Pedestrian Trail. Included as part of the required Public Infrastructure for Phase 1 is the pedestrian trail along Klema Ditch, the location and specification of which must be included among the final plans and specifications.
- f. Sidewalks. Included as part of the required Public Infrastructure for Phase 1 are sidewalks to be installed on the North side of 5 Mile Road. Sidewalks shall be installed in their entirety and then cut out and reinstalled at the individual driveway access points for each building permit per the approved plans and Village standards.
- g. Asphaltting.
 - i. In each PHASE or subphase after inspections and approval of the base street construction, the DEVELOPER shall install the binder course of asphalt and final work for that PHASE, excluding the final lift, and complete to the reasonable satisfaction of the VILLAGE Engineer. The binder course shall be placed to a depth as shown on the PLANS AND SPECIFICATIONS for each PHASE. Binder course includes setting manholes, inlets, casting, valves and roadway appurtenances to binder elevation for maintenance purposes until final lift is installed. Binder course shall include the ramping of the asphalt edge to match final curb flange grade for maintenance of roadway until final lift.
 - ii. Prior to the installation of the final lift of asphalt pavement, the DEVELOPER shall repair the binder course of asphalt, repair all damaged road base, curb and gutter, adjust manholes, inlets, valves, and appurtenances for final lift, and prepare binder for surface paving as reasonably required by the VILLAGE Engineer. The timing of the installation of the surface asphalt shall be approved by the VILLAGE Engineer, with such approval not being unreasonably withheld with due consideration of the negative impact upon the surface asphalt from the weather and construction of additional PHASES in the future. The surface asphalt shall be installed and completed by the Developer at the earlier of the following: (1) 90% of the units in the phase have received occupancy permits, or (2) two years from commencement of

work of the phase under construction. Formal approval of the surface course of asphalt shall be accomplished after its completion, to the reasonable satisfaction of the VILLAGE Engineer, and after approval and formal acceptance of said PUBLIC INFRASTRUCTURE is granted by resolution of the VILLAGE Board.

- iii. The DEVELOPER is financially responsible for the costs of maintenance and repairs of the binder course of asphalt until the surface course of asphalt is installed and then is responsible during the warranty period per this Public Improvement Agreement and for any damage caused to the binder or surface course of asphalt from the DEVELOPER'S construction and related equipment.
- iv. Prior to commencement of any subsequent PHASE of the PROJECT, the DEVELOPER and the VILLAGE Engineer shall inspect the binder and, if already installed, the surface course of asphalt for the prior PHASE(s) of construction and document any areas of concern and the state of the asphalt. Thereafter and prior to acceptance of the binder course of asphalt for any such subsequent PHASE, the DEVELOPER and the VILLAGE Engineer shall re-inspect the binder course or surface course (as applicable) for the prior PHASE (s). Upon such re-inspection, the DEVELOPER shall be responsible for the repair of any damage to the binder or surface course, as applicable, from the prior PHASE caused by construction traffic (i.e., caused by heavy construction equipment and not normal wear and tear) associated with the current PHASE of the PROJECT.
- h. Dedication and Acceptance of Public Infrastructure. The DEVELOPER shall, at no cost to the VILLAGE, dedicate the PUBLIC INFRASTRUCTURE in a particular PHASE to the VILLAGE in accordance with this Public Improvement Agreement and the AGREEMENT, and the VILLAGE inspection and acceptance procedures. The PUBLIC INFRASTRUCTURE shall at all times be subject to VILLAGE inspection and approval and the VILLAGE or other public entity shall not be required to accept conveyance of the PUBLIC INFRASTRUCTURE unless the PUBLIC INFRASTRUCTURE is constructed in a good and workmanlike manner, in accordance with the approved PLANS AND SPECIFICATIONS. The DEVELOPER shall convey the PUBLIC INFRASTRUCTURE to the VILLAGE (or other appropriate public entity, at the VILLAGE'S direction), and the VILLAGE (or such public entity) shall accept the dedication of the PUBLIC INFRASTRUCTURE, in PHASES following the VILLAGE'S approval of the completed PUBLIC INFRASTRUCTURE for an applicable PHASE.
- i. Warranty. The DEVELOPER shall provide to the VILLAGE a one-year warranty against defects in the construction, materials and workmanship of the PUBLIC INFRASTRUCTURE, in a form reasonably acceptable to the VILLAGE, and for each completed PHASE of the of the PUBLIC INFRASTRUCTURE such warranty shall run from the date of the VILLAGE'S acceptance by Resolution of the applicable PHASE of the PUBLIC INFRASTRUCTURE. This warranty, however, shall not in any manner limit,

change or amend any applicable statutes of limitation regarding the DEVELOPER's and its contractor's duties under this Public Improvement Agreement to construct the PUBLIC INFRASTRUCTURE, and connecting components, in compliance with the approved PLANS AND SPECIFICATIONS for the same. In the event any defect(s) is discovered during warranty period, the VILLAGE shall notify the DEVELOPER in writing, and the DEVELOPER and its contractor shall cause such defect(s) to be corrected within sixty (60) calendar days (or within such shorter period designated by the VILLAGE if the public health and safety so require; or, provided that the DEVELOPER is using good faith diligent efforts to correct the defect(s), within such longer period of time as is reasonably necessary for such correction). If the DEVELOPER and/or its contractor shall fail to do so within such 60 day time period (or if the public safety requires the remedied work to be done sooner and the DEVELOPER and its contractor are not able to timely do so), then the VILLAGE may cause such defect(s) to be corrected, and the DEVELOPER and its contractor shall be liable to the VILLAGE for any reasonable costs incurred by the VILLAGE in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

2. **Record Drawings; As-Builts.** The DEVELOPER shall provide to the VILLAGE all record drawings for the Public Infrastructure and INTERNAL SITE INFRASTRUCTURE in an electronic format reasonably acceptable to the VILLAGE before or with the submittal of the certification of substantial completion. The DEVELOPER shall provide to the VILLAGE final as-built construction records for the PUBLIC INFRASTRUCTURE and stormwater components (including ponds and improvements) of the INTERNAL SITE INFRASTRUCTURE in an electronic format reasonably acceptable to the VILLAGE and as required by VILLAGE ordinances within forty-five (45) days of DEVELOPER's submission of the certification of substantial completion.
3. **Dedications; Easements.** Dedications and granting of easements under this section shall occur with the particular PHASE under construction, unless the applicable PUBLIC INFRASTRUCTURE is intended to be placed into use to serve a different PHASE and then in such case dedication and granting of easements shall occur at the same time as those for the PHASE served. Any dedications of rights-of-way or granting of easements by the DEVELOPER necessary for the PROJECT and in accordance with the PLANS AND SPECIFICATIONS shall be granted in connection with the approvals by the VILLAGE related to the particular PHASE and shall be conveyed by the DEVELOPER to the VILLAGE without additional consideration or compensation. The provisions of this section shall be added to the restrictive covenants governing all outlots containing stormwater management facilities within the PROJECT.
4. **Street Lighting.** Developer shall, at Developer's sole cost and expense install or cause the installation of a street lighting system in each applicable phase of the Project in accordance with the approved Plans and Specifications. The Developer shall pay WE Energies for the cost of the installation of such street lights. Pursuant to the Village's Subdivision Controls Ordinance, the Developer shall pay the applicable street light fee per light, which fee represents the cost of operating each light for the first three years of operation. Following installation of the street lights, and after approval and formal acceptance of the Public Infrastructure, the Village shall pay all utility charges for the

operation of the street lights within the public right-of-way and the Village shall be responsible for the cost of maintenance, repair and/or replacement of the street lights.

5. Security for Phased Public Infrastructure. As and for security for the construction of the Phased Infrastructure Improvements and in consideration for receipt of THE MRO as provided in the Development Agreement, DEVELOPER shall furnish to THE VILLAGE, a combination of a Letter of Credit and Payment and Performance Bond (the "Surety") in the amounts necessary to secure the construction of THE PUBLIC INFRASTRUCTURE for each phase. The Parties specifically agree that the DEVELOPER'S posting of such Surety is intended to be posted longer than fourteen (14) months and for amounts that will increase and decrease as the phased Project progresses and DEVELOPER posts such Surety in exchange for receipt of the MRO. The Surety is to ensure that THE VILLAGE has sufficient funds to pay the cost of the Public Infrastructure should the DEVELOPER commence a Phase and fail to complete the PUBLIC INFRASTRUCTURE in such Phase or if the PUBLIC INFRASTRUCTURE is damaged from ongoing construction in a particular Phase. A Letter of Credit shall be provided to the Village to secure: i. Construction of the surface course of asphalt, ii. 50% of the cost of binder course construction, for removal, repair and replacement costs, iii. Sidewalk construction, including base, iv. Light poles, and vi. Terrace trees. The form of the Surety shall be approved by the Village Attorney and no work on THE PUBLIC INFRASTRUCTURE in a Phase shall commence until the valid Surety has been submitted to THE VILLAGE. As THE PROJECT progresses through the Phases, the Parties intend that THE DEVELOPER have the flexibility to utilize one letter of credit or surety bond or multiple sureties which can be increased at the commencement of a new Phase of THE PROJECT and decreased as PUBLIC INFRASTRUCTURE are constructed and accepted by THE VILLAGE or in the alternative, a separate Letter of Credit and/or Surety Bond for each phase. The VILLAGE shall, after consideration of the recommendations of the Village Engineer, permit periodic reductions in the amount of the Surety as work on the PUBLIC INFRASTRUCTURE is completed. THE DEVELOPER shall submit a written request for such reduction stating the requested amount of the reduction and providing lien waiver or waivers evidencing payment for the completed work for which the reduction in the Surety is requested. The Developer shall not request such reductions more often than one (1) time each thirty (30) days. Following each request for a reduction of the Surety, the remaining value of the Surety shall not be less than 120% of the cost of the remaining work to complete the PUBLIC INFRASTRUCTURE in the Phases that are under construction and at a minimum 20% of the cost during the warranty periods. The intention is that the value of the Surety will fluctuate during the course of the construction of all Phases of THE PROJECT.
6. FIRE DEPARTMENT APPROVAL. DEVELOPER shall obtain approval for each phase (through the platting process) of the PROJECT from the VILLAGE'S Fire Department and meet applicable codes.
7. Traffic Impact Analysis. The Developer is responsible to contract and pay for any traffic impact analysis that is required as well as any recommended public improvements. Any recommended public improvements shall be constructed in accordance with Village specification or Wisconsin State specification for those under the jurisdiction of the State.
8. Maintenance Prior to Acceptance of Public Infrastructure. Developer shall maintain public streets, sidewalks, and paths including snowplowing, salting and repairs within the Project

until approval and formal acceptance of Public Infrastructure (excluding final lift) is granted by resolution of THE VILLAGE. It is understood Developer shall complete and the Village shall accept dedications of Public Infrastructure in phases and shall not unreasonably withhold, delay or condition acceptance.

9. **Storm Water Improvements.** Developer shall at its sole cost and expense, complete or cause the completion of the construction, installation, and provision of adequate facilities for storm and surface water drainage within the Development in accordance with the plans and specifications approved by the Village. Prior to the start of construction of the surface and storm water drainage facilities, the Developer shall provide to the Village written certification from the Developer's Engineer or Surveyor that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and written proof that the Village Engineer has reviewed and approved said plans. Adequate facilities for surface and storm water drainage shall be provided throughout the Development, including where necessary as determined by the Village Engineer, curb, gutter, storm sewers, and catch basins. Except for storm sewers dedicated to and accepted by the Village, the storm and surface water drainage facilities to be constructed by the Developer are private improvements and will not be dedicated to the Village. Developer, until such time as the obligations have been transferred to individual owners and/or an Owner's Association for the Development, shall be responsible for the maintenance, operation, and replacement of all private storm/surface water facilities within the Development. The Developer shall furnish "as-built" plans of the surface and storm water facilities within the Development upon the completion of the construction of those facilities. Prior to acceptance of such facilities by the Village, they shall be cleaned and televised, and the Developer shall be responsible for the repair of any defects in the storm sewer system within the Development, as such defects may be determined by the Village Engineer, and shall supply the video in electronic form to the Village. A Storm Water Management Facility Maintenance Agreement, and related easements, shall be prepared by the Developer in a form required by the Village's Engineer and approved by the Village Attorney, and in compliance with the Village's ordinances, for perpetual maintenance of the Project's storm water facilities. The agreement shall be recorded with the Racine County Register of Deeds so that it is binding upon all subsequent owners of land served by the stormwater management facilities.
10. **Drain Tiles.** The DEVELOPER acknowledges that the VILLAGE Code requires the DEVELOPER to repair, restore or reroute any drain tiles on the PROPERTY that are damaged during construction of the PROJECT and notify the VILLAGE of the occurrence and such actions taken.
11. **Developer's Contractors.** The DEVELOPER shall require its contractors to comply with this Public Improvement Agreement as may be applicable to the work being performed, the VILLAGE'S Code of Ordinance and all state and federal laws and regulations, and to indemnify the VILLAGE with regard to claims arising out of any work by such contractor performed in public right-of-way within the PROPERTY.
12. **Other Utilities and Utility Laterals.** The DEVELOPER is responsible for all costs associated with all private utilities servicing the PROPERTY, including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone,

and cable television services, if any. The DEVELOPER shall fully restore, at its expense, any VILLAGE right-of-way that has been disturbed due to its installation of utilities, lighting or landscaping. The VILLAGE shall not take ownership of any utility laterals outside of the applicable right-of-way.

13. Survey Monuments. The DEVELOPER acknowledges that the VILLAGE Code requires the DEVELOPER and its contractors to (i) exercise all reasonable efforts to assure that all survey or other monuments required by statute or ordinance will be properly placed and installed, (ii) restore any monuments disturbed during construction of improvements, and (iii) install all survey monuments on all lots prior to the issuance of building permits.
14. Erosion Control. The DEVELOPER acknowledges that the VILLAGE Code requires the DEVELOPER, during the course of the PROJECT, to ensure that reasonable steps are taken, in accordance with applicable VILLAGE ordinances, to prevent erosion from lands within the PROJECT and the siltation therefrom being carried into streets rights-of-way, street-side ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation, the DEVELOPER shall conform to the practices set forth in the approved erosion control plan and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation from lands within the PROJECT, the DEVELOPER and its contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the VILLAGE. The DEVELOPER shall be responsible for ensuring that its contractors utilize construction means and methods that reasonably minimize nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the DEVELOPER shall obtain a land disturbance permit from the VILLAGE (which will not be unreasonably withheld, delayed or conditioned).

Article II: Village Obligations

1. The Village shall cooperate with the Developer throughout the development and construction of the Public Infrastructure and shall promptly review and process all submissions and applications.

Article III: Miscellaneous

1. Building Permits. No building permits for a particular phase, shall be issued by the Village until the ~~following have been completed streets~~ in that phase:
 1. ~~Streets~~ have been paved (except for the final lift of asphalt).
2. ~~Occupancy Permits: No building permits for a particular phase, shall be issued by the Village until the following have been completed in such phase:~~
 - a. ~~The gas, telephone, and electrical services have been installed and are in operation.~~
 - b. The water system is installed, tested, approved and accepted by the Village.
 - c. ~~The sanitary sewer system is installed, tested, approved and accepted by the Village.~~
 - d. ~~c. Required street trees have been installed for subject lot, provided that such installation may be deferred to no later than June 15 for occupancy permits requested after December 1 of any year.~~

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~~c.d.~~ The storm water system and storm water facilities are installed, tested, approved and accepted by the Village.

~~f.e.~~ Sidewalks are installed on the North side of Five Mile Road.

~~g.f.~~ Culverts, including the Klema Ditch crossing, are installed (Phase 1)

~~h.g.~~ Pedestrian trail along the Klema Ditch is installed.

~~i.~~ The Final Plat has been recorded with the Racine County Register of Deeds.

~~j.h.~~ All lighting has been installed in street rights-of-way or as an alternative within the Village's sole discretion, a payment to WE Energies for such installation has been previously made, and/or contemporaneously with the execution of this Agreement is made, by the Developer, with proof of such payment provided to the Village by the Developer.

~~k.i.~~ All Village requirements, codes and ordinances have been complied with.

~~3.2.~~ Assignment. Except as specifically provided in the Development Agreement, Developer shall not assign this Public Improvement Agreement or obligations of Developer arising hereunder or under the referenced agreements without the prior written consent of the Village, which consent will not be unreasonably withheld, conditioned or delayed.

~~4.3.~~ Event of Default. If any Party shall default in the performance or observance of any of the covenants, agreements or conditions on the part of such Party set forth in this Agreement and the continuance thereof for thirty (30) days following receipt of written notice from the other Party specifying such default and requesting that it be corrected; it is hereby defined as and declared to be and to constitute an "Event of Default" under and for purposes of this Agreement. If such default cannot be cured within 30 days and the Party is in good faith actively pursuing a cure, then such default shall not be an Event of Default, provided such default is cured within 120 days after notice.

~~5.4.~~ Remedies. If an Event of Default shall occur, and after notice and the applicable period to cure as provided in this Agreement, the aggrieved Party may pursue any available remedy, either at law or in equity, against the Party in default, including but not limited to withholding disbursement of payments provided for in this Agreement.

~~6.5.~~ Indemnification and Hold Harmless. Developer agrees to indemnify and hold harmless the Village, its officers, agents and employees (collectively, the "Indemnified Parties") and shall defend the same, from and against any and all liability, claims, loss, damages, interest, action, suits, judgments, costs, expenses, reasonable attorney fees and the like, arising from, in connection with, or as a result of the construction or installation of the Public Infrastructure or any actions of Developer, its officers, employee, agents, workmen or independent contractors, undertaken pursuant to this Agreement. Nothing in the foregoing indemnity shall protect the Indemnified Parties against their own default, negligence, willful acts or misconduct.

~~7.6.~~ Indemnification and Hold Harmless- Environmental. Developer shall indemnify, defend, and hold the Village, and their respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys and consultants) that arise as a result of the presence in or on property of which ownership is retained by the Village or any Village right-of-way ("Village Retained Parcels") of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the "Substance")

arising from any activity conducted by the Developer, or by the Developer's respective employees, agents or contractors, except as to injury or damage arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of its agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substance on or in the Village Retained Parcels, whether in the soil, groundwater or air, except as to Substance or damages arising, in whole or in part, due to negligence or willful misconduct of the Village, or any of its agents, contractors, officers or employees. The Village agrees that it will immediately deliver written notice to the Developer, as applicable, of the Village's discovery of the Substance in or on the Village Retained Parcels. Following delivery to Developer of written notice of the Village's claim as required under this paragraph, the Village shall make all reasonable accommodations to allow the Developer to examine the Village Retained Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws. In the event Developer is obligated to indemnify the Village against claims arising under this paragraph, Developer shall take all necessary steps to ensure that the Village receives written confirmation from the appropriate governmental authority of the satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Retained Parcels migrated from an offsite source (the "**Closure Documents**"). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village.

~~8-7.~~ The prevailing party shall be entitled to collect all costs and expenses associated with the enforcement of its rights against the other under this Agreement, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer. Any and all such fees, costs and expenses incurred by the prevailing party which are to be paid by the other, shall be paid on demand. Time is of the essence of each and every obligation or agreement contained in this Agreement.

~~9-8.~~ Insurance. Developer shall maintain the following insurance policies issued by insurers with a rating of at least "A-" and in the financial size category of at least "VII" as established by A.M. Best Company and licensed to do business in the State of Wisconsin, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the Village (which amounts set forth below are subject to reasonable adjustment following approval by the Village Engineer in consultation with the Village Attorney):

- a. During the construction of the Public Improvements, builder's risk insurance with respect to the Public Improvements in form and amounts reasonably satisfactory to the Village;

- b. Unemployment and worker's compensation insurance which is in strict compliance with state laws;
- c. Comprehensive general liability, contractual liability and property damage:
 - i. Bodily Injury Including Death (each person) \$2,000,000.00
 - ii. Bodily Injury Including Death (each accident) \$5,000,000.00
 - iii. Property Damage (each person) \$1,000,000.00
 - iv. Property Damage (each accident) \$5,000,000.00
- d. Comprehensive automobile liability and property damage insurance for operations of owned, hired and non-hired motor vehicles:
 - i. Bodily Injury Including Death (each person) \$2,000,000.00
 - ii. Bodily Injury Including Death (each accident) \$5,000,000.00
 - iii. Property Damage (each person) \$1,000,000.00
 - iv. Property Damage (each accident) \$5,000,000.00
- e. Fire and extended coverage which shall insure against losses and damages to completed work, materials, or equipment covering the improvements to be dedicated to the Village until the same have been accepted by the Village.
- f. Installation Floater -- All Risk Type; Total Value of Project
- g. Contractor and Developer Protective Liability (Independent Contractor Insurance). The Contractor's Contractor and Owner's Protective Liability Policy shall have the same coverage limits as the Comprehensive General Liability Policy.
- h. Owners' Association Insurance. The Declaration of Restrictive Covenants shall contain a covenant governing a requirement that any Owner's Association shall provide ongoing liability insurance for the outlot(s), parks, open space and trails.
- i. The Village, its employees, officials, consultants and agents, shall be named as additional insureds on all policies, except worker's compensation, during all such times as this Agreement is in effect and such work is being performed and Certificates of Insurance shall be provided to the Village. The certificates of insurance shall contain a provision that at least thirty (30) days prior written notice shall be provided to the Village of any material change or cancellation of such policy. In the event of a material change or cancellation, the Developer shall submit substitute certificates of insurance, including specific endorsements prior to such cancellation.

Exhibit D: Completion Guarantee

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and in consideration for, and as an inducement for the Village of Caledonia (the "Village") to enter into that certain Bear Caledonia Development Agreement, dated ____, 2025 (the "**Development Agreement**"), the undersigned, BEAR CAPITAL, LLC ("**Guarantor**") does hereby guarantee to the Village the timely completion of the construction of the Public Infrastructure for the first phase of the Project, and the completion of the Public Infrastructure in any subsequent phase(s) of the Project that Developer elects to commence. Except as may be required in the Development Agreement, all of the foregoing shall be without requiring any notice of non-payment, non-performance or non-observance, or proof, or notice or demand, all of which Guarantor hereby expressly waives.

Subject to the terms and provisions of the Development Agreement and any amendments thereto, Village may grant extensions of time and other indulgences and may modify, amend or waive any of the terms, covenants or conditions of the Development Agreement, without notice to the Guarantor and without in any way impairing, releasing, waiving, or affecting in any respect the liability or obligation of the Guarantor.

All rights under this Guaranty shall inure to the benefit of any successors or assigns of the Village. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Development Agreement.

No delay on the part of the Village in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on the undersigned shall be deemed to be a waiver of the obligations of the Guarantor or of the right of the Village to take further action without notice or demand as provided herein; not in any event shall any modifications or waiver of the provisions of this Guaranty be effective unless in writing nor shall any such waiver be applicable except in the specific instance for which given.

This Guaranty is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Wisconsin and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State.

This Guaranty shall be released by the Village in accordance with the terms of the Development Agreement.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Development Agreement.

IN WITNESS WHEREOF, the undersigned Guarantor has signed this Guaranty as of the __ day of ____ 2025.

GUARANTOR:

BEAR CAPITAL, LLC

By: _____

Stephen R. Mills, Authorized Member

STATE OF WISCONSIN)

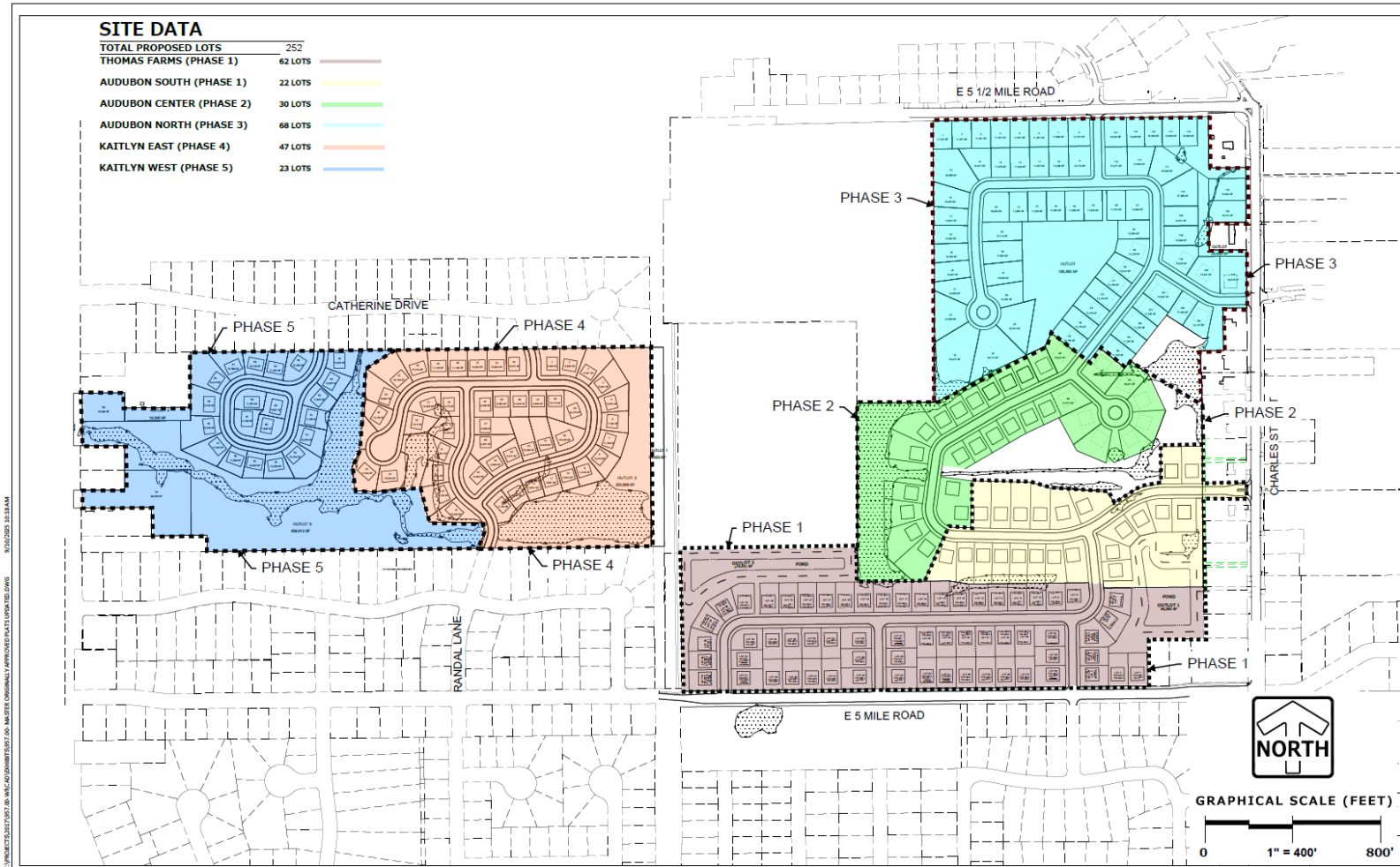
)ss.

COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____ 2025, the above-named Stephen R. Mills, the Authorized Member of Bear Capital, LLC, to me known to be the person who executed the foregoing instrument on its behalf as the deed of said entity by its authority and pursuant to its authorization.

NOTARY PUBLIC, STATE OF WI

EXHIBIT F: PHASING PLAN



BEAR CALEDONIA DEVELOPMENTS
PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 | WWW.PINNACLE-ENGR.COM

PLAN | DESIGN | DELIVER PEG JOB# 957.00

09/17/2025

Village of Caledonia, Wisconsin

Tax Increment District No. 6

Development Assumptions

Construction Year	BEAR DEVELOPMENT ¹					Annual Total	Construction Year
	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5		
	Total Value	Total Value	Total Value	Total Value	Total Value		
1 2024						0	2024 1
2 2025						0	2025 2
3 2026	11,309,400					11,309,400	2026 3
4 2027	5,728,860	4,986,230				10,715,090	2027 4
5 2028	12,588,215	6,993,453				19,581,668	2028 5
6 2029		13,956,309	2,588,670			16,544,980	2029 6
7 2030			4,289,314			4,289,314	2030 7
8 2031			6,567,288	6,328,477		12,895,765	2031 8
9 2032				4,673,521		4,673,521	2032 9
10 2033				13,807,794	8,487,360	22,295,153	2033 10
11 2034				8,481,026	7,567,684	16,048,710	2034 11
12 2035					18,411,654	18,411,654	2035 12
13 2036					10,104,907	10,104,907	2036 13
14 2037						0	2037 14
15 2038						0	2038 15
16 2039						0	2039 16
17 2040						0	2040 17
18 2041						0	2041 18
19 2042						0	2042 19
20 2043						0	2043 20
Totals	29,626,475	25,935,992	13,445,272	33,290,817	44,571,606	146,870,162	

Notes:

1) Represents estimated values from developer pro forma as of October 9, 2025.

Village of Caledonia, Wisconsin

Tax Increment District No. 6

Tax Increment Projection Worksheet

Type of District	Mixed Use	Base Value	70,600
District Creation Date	June 25, 2024	Economic Change Factor	3.00%
Valuation Date	Jan 1, 2024	Apply to Base Value	
Max Life (Years)	20	Base Tax Rate	\$16.60
End of Expenditure Period	15 6/25/2039	Rate Adjustment Factor	0.00%
Revenue Periods/Final Year	20 2045		
Extension Eligibility/Years	Yes 3		
Eligible Recipient District	No		

	Construction		Valuation	Economic	Total	Revenue		
	Year	Value Added	Year	Change	Increment	Year	Tax Rate ¹	Tax Increment
1	2024	0	2025	0	0	2026	\$16.60	0
2	2025	0	2026	0	0	2027	\$16.60	0
3	2026	11,309,400	2027	0	11,309,400	2028	\$16.60	187,767
4	2027	10,715,090	2028	339,282	22,363,772	2029	\$16.60	371,301
5	2028	19,581,668	2029	670,913	42,616,353	2030	\$16.60	707,550
6	2029	16,544,980	2030	1,278,491	60,439,823	2031	\$16.60	1,003,469
7	2030	4,289,314	2031	1,813,195	66,542,332	2032	\$16.60	1,104,787
8	2031	12,895,765	2032	1,996,270	81,434,367	2033	\$16.60	1,352,036
9	2032	4,673,521	2033	2,443,031	88,550,918	2034	\$16.60	1,470,191
10	2033	22,295,153	2034	2,656,528	113,502,599	2035	\$16.60	1,884,458
11	2034	16,048,710	2035	3,405,078	132,956,387	2036	\$16.60	2,207,445
12	2035	18,411,654	2036	3,988,692	155,356,733	2037	\$16.60	2,579,352
13	2036	10,104,907	2037	4,660,702	170,122,343	2038	\$16.60	2,824,502
14	2037	0	2038	5,103,670	175,226,013	2039	\$16.60	2,909,238
15	2038	0	2039	5,256,780	180,482,793	2040	\$16.60	2,996,515
16	2039	0	2040	5,414,484	185,897,277	2041	\$16.60	3,086,410
17	2040	0	2041	5,576,918	191,474,196	2042	\$16.60	3,179,002
18	2041	0	2042	5,744,226	197,218,421	2043	\$16.60	3,274,372
19	2042	0	2043	5,916,553	203,134,974	2044	\$16.60	3,372,604
20	2043	0	2044	6,094,049	209,229,023	2045	\$16.60	3,473,782
Totals		146,870,162		62,358,861		Future Value of Increment		37,984,780

Notes:

1) Tax rate shown is actual 2024/2025 rate per DOR Form PC-202 (Tax Increment Collection Worksheet).

Village of Caledonia, Wisconsin

Tax Increment District No. 6

Cash Flow Projection

Year	Projected Revenues		Projected Expenditures						Balances			Year	
	Tax Increments	Total Revenues	MRO #1 - Bear Development				Ongoing Planning & Administration	Total Expenditures	Annual	Cumulative	Liabilities Outstanding		
			MRO Prin. Int. Rate Dated	14,092,325 7.00% 01/01/26									Payment
			Start Bal.	Accrued Int.	Payment	End Bal.							
2024		0						0	0	0	0		2024
2025		0						0	0	0	0		2025
2026	0	0	14,092,325	986,463	0	15,078,788	0	0	0	0	0	15,078,788	2026
2027	0	0	15,078,788	1,055,515	0	16,134,303	0	0	0	0	0	16,134,303	2027
2028	187,767	187,767	16,134,303	1,129,401	(172,767)	17,090,937	172,767	15,000	187,767	0	0	17,090,937	2028
2029	371,301	371,301	17,090,937	1,196,366	(348,022)	17,939,280	348,022	15,000	363,022	8,279	8,279	17,939,280	2029
2030	707,550	707,550	17,939,280	1,255,750	(672,412)	18,522,618	672,412	15,000	687,412	20,138	28,416	18,522,618	2030
2031	1,003,469	1,003,469	18,522,618	1,296,583	(940,257)	18,878,944	940,257	15,000	955,257	48,211	76,628	18,878,944	2031
2032	1,104,787	1,104,787	18,878,944	1,321,526	(1,033,008)	19,167,462	1,033,008	15,000	1,048,008	56,779	133,407	19,167,462	2032
2033	1,352,036	1,352,036	19,167,462	1,341,722	(1,257,143)	19,252,041	1,257,143	15,000	1,272,143	79,893	213,300	19,252,041	2033
2034	1,470,191	1,470,191	19,252,041	1,347,643	(1,365,142)	19,234,543	1,365,142	15,000	1,380,142	90,049	303,349	19,234,543	2034
2035	1,884,458	1,884,458	19,234,543	1,346,418	(1,739,691)	18,841,270	1,739,691	15,000	1,754,691	129,767	433,116	18,841,270	2035
2036	2,207,445	2,207,445	18,841,270	1,318,889	(2,032,139)	18,128,019	2,032,139	15,000	2,047,139	160,305	593,421	18,128,019	2036
2037	2,579,352	2,579,352	18,128,019	1,268,961	(2,368,670)	17,028,311	2,368,670	15,000	2,383,670	195,683	789,104	17,028,311	2037
2038	2,824,502	2,824,502	17,028,311	1,191,982	(2,591,172)	15,629,120	2,591,172	15,000	2,606,172	218,330	1,007,434	15,629,120	2038
2039	2,909,238	2,909,238	15,629,120	1,094,038	(2,669,358)	14,053,801	2,669,358	15,000	2,684,358	224,880	1,232,314	14,053,801	2039
2040	2,996,515	2,996,515	14,053,801	983,766	(2,749,888)	12,287,679	2,749,888	15,000	2,764,888	231,626	1,463,940	12,287,679	2040
2041	3,086,410	3,086,410	12,287,679	860,138	(2,832,835)	10,314,982	2,832,835	15,000	2,847,835	238,575	1,702,516	10,314,982	2041
2042	3,179,002	3,179,002	10,314,982	722,049	(2,918,270)	8,118,760	2,918,270	15,000	2,933,270	245,732	1,948,248	8,118,760	2042
2043	3,274,372	3,274,372	8,118,760	568,313	(3,006,268)	5,680,806	3,006,268	15,000	3,021,268	253,104	2,201,353	5,680,806	2043
2044	3,372,604	3,372,604	5,680,806	397,656	(3,096,906)	2,981,556	3,096,906	15,000	3,111,906	260,698	2,462,050	2,981,556	2044
2045	3,473,782	3,473,782	2,981,556	208,707	(3,190,263)	0	3,190,263	15,000	3,205,263	268,519	2,730,569	0	2045
Totals	37,984,780	37,984,780					34,984,211	270,000	35,254,211				Totals

Notes:

Present Value (7.00%)

\$14,092,325

PROJECTED CLOSURE YEAR

LEGEND:

CALLABLE MATURITIES

END OF EXP. PERIOD

Notes:

Present Value (7.00%) \$14,092,325

PROJECTED CLOSURE YEAR

LEGEND:

CALLABLE MATURITIES
END OF EXP. PERIOD

**RESOLUTION NO. 2025-083
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF
A TAXABLE TAX INCREMENT REVENUE BOND
(BREG CALEDONIA, INC - TID NO. 6)**

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

WHEREAS, the Village of Caledonia, Wisconsin (the "Village") and BREG CALEDONIA, INC., a Wisconsin Corporation, and MIDDLE ROAD, LLC, a Wisconsin limited liability company and their successors and assigns (collectively, the "Developer") have negotiated a development agreement (the "Development Agreement") pursuant to which the Developer will undertake development projects within the Village (the "Development"); and

WHEREAS, the Developer will not undertake the Development without the use of tax incremental financing to assist with the financing of the Development; and

WHEREAS, as an incentive to undertaking the Development, the Village has agreed to provide the Developer with financial assistance in connection with the Development by sharing tax increment generated on the Property (as defined in Development Agreement) within the Village's Tax Incremental District No. 6 (the "District"); and

WHEREAS, the development of the Property within the District constitutes a revenue-producing enterprise of the Village which is operated for a public purpose, and constitutes a "public utility" within the meaning of Section 66.0621 of the Wisconsin Statutes; and

WHEREAS, pursuant to Section 66.0621 of the Wisconsin Statutes and the terms of the Development Agreement, the financial assistance to be provided to the Developer will be evidenced by the issuance by the Village to the Developer of a tax increment revenue bond (the "Bond") payable solely from certain tax increments generated from the Property which are appropriated by the Village Board to the payment of the Bond;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia, Wisconsin, as follows:

Section 1. Definitions. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meaning provided for in the Development Agreement unless the context clearly requires a different meaning.

Section 2. Authorization and Terms of Bond. For the purpose of providing financial assistance to the Development in the District, as provided for under the Development Agreement, the Village shall issue its Bond designated as "Taxable Tax Increment Revenue Bond (BREG CALEDONIA - TID No. 6)" to the Developer in consideration for the obligations undertaken by the Developer in the Development Agreement. The Bond shall be dated its date of issuance and accrue interest as provided for in the Bond.

Subject to satisfaction by the Developer of the Payment Conditions, the Bond shall be payable in installments of principal on each MRO Payment Date. Subject to annual appropriation by the Village Board, the amount of the installment due on the Bond in each year shall be equal to the Available Tax Increment.

The schedule of payments on the Bond is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 3. Form of Bond. The Bond shall be in substantially the form set forth on Exhibit B of the Development Agreement and incorporated herein by this reference.

Section 4. Security for the Bond. This Bond is a special, limited revenue obligation of the Village and is payable only from the sources, to the extent, and subject to the qualifications stated or referenced herein. No property or other asset of the Village, except Available Tax Increment appropriated to make payments with respect to the Bond, is or shall be a source of payment of the Village's obligations hereunder.

The Bond shall be payable only out of the Special Redemption Fund provided for in Section 5 herein and shall be a valid claim of the registered owner only against the Special Redemption Fund and the Available Tax Increment pledged to such fund. The Available Tax Increment appropriated by the Village Board to the payment of the Bond each year is hereby pledged to such Special Redemption Fund, and shall be used for no other purpose than payment of the Bond.

This Bond shall not constitute a debt or obligation of the Village within the meaning of any state constitutional provision, statutory limitation, or charter provision or limitation thereof and shall not be a charge against its general credit or taxing powers.

Section 5. Special Redemption Fund. For the purpose of the application and proper allocation of the Available Tax Increment appropriated to the payment of the Bond, and to secure the payment of the principal of the Bond, the Special Redemption Fund is hereby created and shall be used solely for the purpose of paying the Bond in accordance with the provisions of the Bond and this Resolution.

Uninvested money in the Special Redemption Fund shall be kept on demand deposit with such bank or banks as may be designated from time to time by the Village as public depositories under the laws of Wisconsin. Such deposits of Special Redemption Fund money shall be secured to the fullest extent required by the laws of Wisconsin and the general investment policy of the Village.

Money in the Special Redemption Fund, if invested, shall be invested in direct obligations of, or obligations guaranteed as to principal and interest by, the United States of America, or in certificates of deposit secured by such obligations and issued by a state or national bank which is a member of the Federal Deposit Insurance Corporation and is authorized to transact business in the State of Wisconsin, maturing not later than the date such money must be transferred to make payments on the Bond, or in the local government pooled-investment fund. All income from such investments shall be deposited in the Special Redemption Fund.

Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for the Special Redemption Fund.

All Available Tax Increment appropriated to the payment of the Bond shall be deposited in the Special Redemption Fund, and no other fund is created by this Resolution.

Section 6. Application of Available Tax Increment to Payment of the Bond. On or before the MRO Payment Date each year, the Village shall apply the Available Tax Increment which has been appropriated by the Village Board to first the payment of any interest due on the Bond and then to the payment of principal of the Bond; provided, however, such payments shall end on the MRO Maturity Date.

This Bond shall be deemed paid in full on the MRO Maturity Date, the obligation of the Village to make any further payment shall terminate on that date, and the Developer shall have no right to receive any further payment on this Bond. The Village makes no representation or covenant, express or implied, that Available Tax Increment will be generated. The Village's obligation to make payments on the Bond is limited to Available Tax Increment and is further subject to annual appropriation by the Village Board.

Section 7. Persons Treated as Owners; Transfer of Bond. The Village Treasurer shall keep books for the registration and for the transfer of the Bond. The person in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the Bond 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 Bond to the extent of the sum or sums so paid.

The Bond may be transferred or assigned by the registered owner thereof only under the circumstances provided for in the Development Agreement and only by surrender of the Bond at the office of the Village Treasurer accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer or assignment, the Village Treasurer shall record the name of the transferee or assignee in the registration book and note such transfer or assignment on the Bond and re-issue the Bond (or a new Bond or Bonds of like aggregate principal amount and maturity).

The Bond may be exchanged for a new Bond or Bonds of like aggregate principal amount and maturity; provided however, that the Village will only make payments on the Bond or Bonds to the registered owner of the Bond.

Section 8. General Authorizations. The Village President and Village Clerk and the appropriate deputies and officials of the Village in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file and record such other documents, instruments, notices and records and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Village under the Development Agreement and the Bond.

The Bond shall be signed by the manual or facsimile signatures of the Village President and Village Clerk of the Village (provided that, unless the Village has contracted with a fiscal

agent to authenticate the Bond, at least one of such signatures shall be manual), and sealed with the corporate seal of the Village, or a facsimile thereof.

In the event that said officers shall be unable by reason of death, disability, absence or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Development Agreement or the Bond), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Village.

Section 9. Severability of Invalid Provisions. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs and provisions of this Resolution.

Section 10. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Adopted, approved, and recorded by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of October, 2025.

VILLAGE OF CALEDONIA

(SEAL)

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	985267	11/01/2025 DELTA DENTAL VISI	11/01/2025	987.60	100-21536-000 Vision Deductions
General Fund	498	ACH - DELTA DENTAL	986916	10/20/2025 DELTA DENTAL CLAI	10/20/2025	1,830.20	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						2,817.80	
ACH - NORTH AMERICAN BENEFITS COMPANY							
General Fund	3919	ACH - NORTH AMERICAN BENE	100125	10/17/2025 NORTH AMERICAN B	10/16/2025	752.88	100-21533-000 Aflac Deductions
Total ACH - NORTH AMERICAN BENEFITS COMPANY:						752.88	
ACH - QUADIENT FINANCE USA INC							
General Fund	3898	ACH - QUADIENT FINANCE USA	AUGUST 2025	POSTAGE FOR VILLAGE - AUG	08/31/2025	1,000.00	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						1,000.00	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ08182025	JULY-AUG '25 FUEL	08/26/2025	889.05	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						889.05	
ACH - US BANK EQUIPMENT FINANCE							
General Fund	9252	ACH - US BANK EQUIPMENT FI	566210431	NOV-25; COPIER/PRINTER MON	10/08/2025	1,195.41	100-90-62300 Office Equipment Rental & Main
Total ACH - US BANK EQUIPMENT FINANCE:						1,195.41	
ACH - WE ENERGIES							
Water Utility Fund	380	ACH - WE ENERGIES	5652147435	GAS & ELECTRIC 8/29/2025-9/2	10/02/2025	504.81	500-00-64140 Utilities
Sewer Utility Fund	380	ACH - WE ENERGIES	5652147435	GAS & ELECTRIC 8/29/2025-9/2	10/02/2025	6,859.05	501-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	5652147435	GAS & ELECTRIC 8/29/2025-9/2	10/02/2025	176.24	502-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	5664036741	STREET LIGHTING 9/12/2025 T	10/16/2025	11,171.76	100-90-64290 Street Lighting
Total ACH - WE ENERGIES:						18,711.86	
ACH - WEX BANK / MOBIL (FD)							
General Fund	9366	ACH - WEX BANK / MOBIL (FD)	107883572	SEPT-OCT '25 FUEL FOR CFD V	10/09/2025	785.55	100-35-63200 Fuel, Oil, Fluids
Total ACH - WEX BANK / MOBIL (FD):						785.55	
AMPLIFY GRAPHICS & BRANDING							
General Fund	2127	AMPLIFY GRAPHICS & BRANDI	192769	SEP-25; SERVICE CONTRACTS	10/08/2025	112.00	100-43-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total AMPLIFY GRAPHICS & BRANDING:						112.00	
AUBURN HILLS III, LLC							
General Fund	2334	AUBURN HILLS III, LLC	100-23164-001	AUBURN HILLS PHASE 3B ASP	10/16/2025	243.70	100-23164-001 Asphalt Dep - Auburn Hills 3B
Total AUBURN HILLS III, LLC:						243.70	
BEST DEFENSE SECURITY/FIRE PROTECTION							
General Fund	203	BEST DEFENSE SECURITY/FIR	82624	10/10/2025 ANNUAL SPRINKLER	10/01/2025	300.00	100-43-64240 Building Repairs & Maintenance
Total BEST DEFENSE SECURITY/FIRE PROTECTION:						300.00	
BUY RIGHT, INC.							
General Fund	273	BUY RIGHT, INC.	14873-479076	WIPER BLADES	10/10/2025	56.94	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	14873-479085	WINDSHIELD WASHER	10/10/2025	19.98	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	14873-479479	WINDSHIELD WASHER FLUID	10/15/2025	19.98	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	480065	EPOXY TO REPAIR Q-10 MIRRO	10/22/2025	8.95	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						105.85	
CINTAS CORP							
General Fund	9388	CINTAS CORP	4246184409	OCT-25; FLOOR MATS	10/10/2025	74.50	100-41-62100 Contracted Services
General Fund	9388	CINTAS CORP	4246918467	OCT-25; RUGS	10/17/2025	74.50	100-41-62100 Contracted Services
Total CINTAS CORP:						149.00	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	5261	PAPER TOWEL AND TOILET PA	10/15/2025	116.84	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	5261	LAMINATING SHEETS	10/15/2025	19.72	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						136.56	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	777006733	4000 GAL DIESEL	10/23/2025	12,416.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						12,416.00	
CONVERGINT TECHNOLOGIES, LLC							
General Fund	9347	CONVERGINT TECHNOLOGIES,	IN00399719	SERVER CONNECTION REPAIR	10/17/2025	1,181.50	100-30-62100 Contracted Services
Total CONVERGINT TECHNOLOGIES, LLC:						1,181.50	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
CRAIG D. CHILDS, PHD, SC							
General Fund	414	CRAIG D. CHILDS, PHD, SC	4397	NEW HIRE EVAL; GARCIA KAUS	10/22/2025	510.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:						510.00	
CSL CENTRO SPERIMENTALE DEL LATTE USA							
TID #3 Fund	9286	CSL CENTRO SPERIMENTALE	2024-2025 DE	2024-2025 DEVELOPER INCENT	10/14/2025	70,918.18	413-00-67700 Developer Payments
Total CSL CENTRO SPERIMENTALE DEL LATTE USA:						70,918.18	
DIGI KEY CORP							
Sewer Utility Fund	3862	DIGI KEY CORP	114876712-1	CREDIT MEMO 2108-FGR3-IO-I	08/15/2025	-1,364.51	501-00-64250 Equipment Repairs & Maintenanc
Total DIGI KEY CORP:						1,364.51-	
EHLERS INVESTMENT PARTNERS							
General Fund	584	EHLERS INVESTMENT PARTNE	103508	AUG-SEP 2025; F-STREET DEV	10/17/2025	7,087.50	100-23163-127 F Street - 4 Mile Green Bay Rd
General Fund	584	EHLERS INVESTMENT PARTNE	103509	SEP-25; BEAR DEVELOPMENT	10/17/2025	3,171.25	100-23163-121 Thomas Tree Plantation - Bear
General Fund	584	EHLERS INVESTMENT PARTNE	103626	2025 CONTINUING DISCLOSUR	10/17/2025	4,250.00	100-90-62100 Contracted Services
Total EHLERS INVESTMENT PARTNERS:						14,508.75	
EMS MANAGEMENT & CONSULTANTS, INC.							
General Fund	9299	EMS MANAGEMENT & CONSUL	EMS-019179	9/30/2025 TOTAL COLLECTIONS	09/30/2025	7,917.02	100-35-61000 Professional Services
Total EMS MANAGEMENT & CONSULTANTS, INC.:						7,917.02	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18240	#215 REPLACE BRAKES	10/13/2025	475.86	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18255	#209 OIL CHANGE	10/16/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18261	#219 OIL CHANGE	10/17/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18269	#217 OIL CHANGE	10/20/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						655.08	
GALLS LLC							
Donation Fund	693	GALLS LLC	032619013	JTAC HELMETS	09/22/2025	6,979.01	250-30-64190 Police Dept Donations
General Fund	693	GALLS LLC	032830190	UNIFORM SHIRT, LOGO, EMBR	10/14/2025	36.30	100-35-50280 Clothing Allowance
Total GALLS LLC:						7,015.31	
GREEN TREE CLEANERS							
General Fund	754	GREEN TREE CLEANERS	2635	SPICZENSKI UNIFORM CLEANI	10/01/2025	32.71	100-30-50290 Other Personnel Benefits

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	754	GREEN TREE CLEANERS	2721	FRIESEMA HONOR GUARD UNI	10/10/2025	32.71	100-30-50290 Other Personnel Benefits
General Fund	754	GREEN TREE CLEANERS	2741	HONOR GUARD UNIFORM CLE	10/13/2025	32.71	100-30-50290 Other Personnel Benefits
Total GREEN TREE CLEANERS:						98.13	
IMAGE MANAGEMENT LLC							
General Fund	835	IMAGE MANAGEMENT LLC	IMA13925	OCT-25; MODIFY WEBSITE UPL	10/20/2025	47.50	100-90-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:						47.50	
INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC							
General Fund	9284	INDUSTRIAL/ORGANIZATIONAL	C64356A	LT. TEST PACKETS	10/22/2025	287.00	100-35-51300 Education/Training/Conferences
Total INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC:						287.00	
KLAMM AUTO BODY, INC							
General Fund	9264	KLAMM AUTO BODY, INC	61448	FRONT SUSPENSION WORK A	10/15/2025	1,761.77	100-35-63300 Vehicle Repairs & Maintenance
Total KLAMM AUTO BODY, INC:						1,761.77	
KORTENDICK HARDWARE							
General Fund	1096	KORTENDICK HARDWARE	174666	CARPENTER BEE & WASP KILL	09/29/2025	34.52	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	174781	TRASH BAGS	10/03/2025	33.98	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	174781	INSTANT SAVINGS	10/03/2025	-6.00	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	174882	MULTIMETER	10/09/2025	26.99	100-30-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	174917	BATHROOM PAINT FOR STATIO	10/15/2025	119.97	100-35-64240 Building Repairs & Maintenance
Total KORTENDICK HARDWARE:						209.46	
KRIETE GROUP							
Capital Projects Fund	1098	KRIETE GROUP	V103001653	2026 MACK GRANITE 42FR DU	10/16/2025	154,396.50	400-41-65040 Equipment-Vehicles
Capital Projects Fund	1098	KRIETE GROUP	V103001653	OLSON TRAILER BODY UPFIT	10/16/2025	3,570.00	400-41-65040 Equipment-Vehicles
Total KRIETE GROUP:						157,966.50	
LANGE ENTERPRISES, INC.							
Capital Projects Fund	1135	LANGE ENTERPRISES, INC.	93089	CRAWFORD PARK PHASE III ST	10/15/2025	1,393.88	400-70-66100 Park Improvements
General Fund	1135	LANGE ENTERPRISES, INC.	93090	FLAGGER SIGNS	10/15/2025	549.34	100-41-64090 Road Maintenance Materials
Total LANGE ENTERPRISES, INC.:						1,943.22	
MEDPRO MIDWEST GROUP							
General Fund	1268	MEDPRO MIDWEST GROUP	00022148	QUARTERLY BILLING COT MAIN	10/15/2025	410.00	100-35-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total MEDPRO MIDWEST GROUP:						410.00	
METRO SALES, INC.							
Water Utility Fund	9249	METRO SALES, INC.	INV2899745	SEP-25; COPIER/PRINTER USA	09/30/2025	25.34	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	METRO SALES, INC.	INV2899745	SEP-25; COPIER/PRINTER USA	09/30/2025	25.34	501-00-64060 Copying & Printing
General Fund	9249	METRO SALES, INC.	INV2899745	SEP-25; COPIER/PRINTER USA	09/30/2025	666.47	100-90-62300 Office Equipment Rental & Main
Total METRO SALES, INC.:						717.15	
NEWBROOK HOMES INC.							
General Fund	1393	NEWBROOK HOMES INC.	2024-065	5226 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	1393	NEWBROOK HOMES INC.	2024-067	5224 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	1393	NEWBROOK HOMES INC.	2024-087	5230 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	1393	NEWBROOK HOMES INC.	2024-089	5228 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	1393	NEWBROOK HOMES INC.	2024-145	5234 BRIARWOOD CIR SITE RE	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	1393	NEWBROOK HOMES INC.	2024-197	5236 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	1393	NEWBROOK HOMES INC.	2024-598	5242 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
Total NEWBROOK HOMES INC.:						7,000.00	
ONTECH SYSTEMS, INC							
Capital Projects Fund	1071	ONTECH SYSTEMS, INC	108318	NEW DESKTOP FOR DETECTIV	10/16/2025	3,578.00	400-90-65060 IT Infrastructure
General Fund	1071	ONTECH SYSTEMS, INC	108461	SEP-25; MONTHLY CLOUD BAC	10/16/2025	2,520.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	108563	OCT-25; DIRECT IT SERIVCE TI	10/16/2025	1,644.73	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	108563	OCT-25; DIRECT IT SERIVCE TI	10/16/2025	3,916.03	100-30-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	108563	OCT-25; DIRECT IT SERIVCE TI	10/16/2025	469.92	100-35-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	108563	OCT-25; DIRECT IT SERIVCE TI	10/16/2025	78.32	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:						12,207.00	
OSHKOSH FIRE & POLICE EQUIPMENT							
General Fund	1433	OSHKOSH FIRE & POLICE EQUI	198381	AIR TEST RENEWAL FOR SCBA	10/08/2025	495.00	100-35-64250 Equipment Repairs & Maintenanc
Total OSHKOSH FIRE & POLICE EQUIPMENT:						495.00	
PATS SERVICES INC.							
General Fund	1462	PATS SERVICES INC.	INV/2025/0724	8/21/2025 PORTABLE TOILET R	08/21/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0725	9/18/2025 - PORTABLE TOILET	08/21/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0857	7/24/2025 - PORTABLE TOILET	07/24/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0858	7/24/2025 PORTABLE TOILET R	07/24/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0859	7/24/2025 - PORTABLE TOILET	07/24/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0859	7/24/2025 - PORTABLE TOILET	07/24/2025	130.00	100-70-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total PATS SERVICES INC.:						1,030.00	
PAYNE & DOLAN, INC.							
General Fund	1474	PAYNE & DOLAN, INC.	10-00049113	186.31 TNS 3/4" TB	10/22/2025	2,561.79	100-41-64090 Road Maintenance Materials
Total PAYNE & DOLAN, INC.:						2,561.79	
PRO PHOENIX							
General Fund	1528	PRO PHOENIX	2026006	2026 ANNUAL MAINTENANCE F	10/15/2025	1,226.89	100-35-64300 IT Maintenance & Subscriptions
General Fund	1528	PRO PHOENIX	2026007	ANNUAL MAINTENANCE FEE F	10/10/2025	4,103.25	100-30-64300 IT Maintenance & Subscriptions
Total PRO PHOENIX:						5,330.14	
RACINE COUNTY VISITORS BUREAU							
General Fund	1573	RACINE COUNTY VISITORS BU	AUGUST 2025	AUGUST 2025 ROOM TAX	10/10/2025	25,907.42	100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:						25,907.42	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00058146	TRUCK PARTS	10/01/2025	424.53	100-41-63300 Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00058197	OIL FILTERS	10/14/2025	259.66	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						684.19	
RELIANT FIRE APPARATUS, INC.							
General Fund	1619	RELIANT FIRE APPARATUS, INC	INV-WI-4194	PUMP TEST FOR E11	10/08/2025	884.25	100-35-63300 Vehicle Repairs & Maintenance
Total RELIANT FIRE APPARATUS, INC.:						884.25	
RENNERTS FIRE EQUIPMENT							
General Fund	1624	RENNERTS FIRE EQUIPMENT	5092	MOTOR FOR FLAT MIRROR FO	10/22/2025	149.19	100-35-63300 Vehicle Repairs & Maintenance
Total RENNERTS FIRE EQUIPMENT:						149.19	
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8001031561	2/18/2025 SHRED CONTAINER -	09/30/2025	18.83	100-43-62100 Contracted Services
General Fund	1800	SHRED-IT USA	8012110586	SEPTEMBER 2025 ON-SITE LAR	09/25/2025	72.87	100-43-62100 Contracted Services
Total SHRED-IT USA:						91.70	
SIGN SHOP OF RACINE, INC.							
General Fund	1805	SIGN SHOP OF RACINE, INC.	10949	5X10 SIGN UPDATE - G&F BALL	10/10/2025	360.00	100-70-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ULINE							
General Fund	2030	ULINE	199002329	FLOOR MATS FOR REPORT WR	10/08/2025	619.36	100-30-64070 Work Supplies
Total ULINE:						619.36	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470109082	OCT-25; COVERALLS RAGS	10/14/2025	160.22	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470109964	OCT-25; COVERALLS RAGS	10/21/2025	160.22	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						320.44	
USI INSURANCE SERVICES, LLC							
General Fund	9396	USI INSURANCE SERVICES, LL	5724300	1ST QUARTERLY INSURANCE B	10/16/2025	9,883.75	100-90-62100 Contracted Services
Total USI INSURANCE SERVICES, LLC:						9,883.75	
VILLAGE OF MT. PLEASANT							
General Fund	2082	VILLAGE OF MT. PLEASANT	065641	STATION 10 BILLING - 3RD QUA	09/30/2025	754.70	100-35-64100 Janitorial Supplies
General Fund	2082	VILLAGE OF MT. PLEASANT	065641	STATION 10 BILLING - 3RD QUA	09/30/2025	2,714.16	100-35-64140 Utilities
General Fund	2082	VILLAGE OF MT. PLEASANT	065641	STATION 10 BILLING - 3RD QUA	09/30/2025	194.32	100-35-64070 Work Supplies
General Fund	2082	VILLAGE OF MT. PLEASANT	065641	STATION 10 BILLING - 3RD QUA	09/30/2025	1,814.38	100-35-64240 Building Repairs & Maintenance
Total VILLAGE OF MT. PLEASANT:						5,477.56	
WAUKESHA COUNTY TECHNICAL COLLEGE							
General Fund	2106	WAUKESHA COUNTY TECHNIC	S0874668	COURSES FOR OFFICERS, SG	09/29/2025	1,404.95	100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:						1,404.95	
WI DEPT OF JUSTICE-TIME							
General Fund	2142	WI DEPT OF JUSTICE-TIME	455TIME-0000	010-2025; QUARTERLY TIME AC	10/10/2025	639.00	100-30-62100 Contracted Services
Total WI DEPT OF JUSTICE-TIME:						639.00	
WISCONSIN DEPT. OF REVENUE							
General Fund	2175	WISCONSIN DEPT. OF REVEN	51-014 2025 A	2025 MUNICIPAL FEE FOR ASS	10/10/2025	4,044.74	100-90-62100 Contracted Services
Total WISCONSIN DEPT. OF REVENUE:						4,044.74	
WISCONSIN STEAM CLEANER							
General Fund	2186	WISCONSIN STEAM CLEANER	68745	PRESSURE WASHER ATTACHM	10/15/2025	70.31	100-41-64250 Equipment Repairs & Maintenanc

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total WISCONSIN STEAM CLEANER:						70.31	
Grand Totals:						397,964.09	

TOTAL PAYMENTS BY FUND		
Fund		Total
Capital Projects Fund	\$	162,938.38
Cemetery Fund	\$	400.00
Donation Fund	\$	6,979.01
General Fund	\$	150,502.25
Sewer Utility Fund	\$	5,519.88
Storm Water Utility Fund	\$	176.24
TID #3 Fund	\$	70,918.18
Water Utility Fund	\$	530.15
Grand Total	\$	397,964.09