

VILLAGE BOARD MEETING AGENDA**Tuesday, November 11, 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:**
 - A. Village Board – October 28, 2025
 - B. Special Village Board – November 3, 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. **Ordinance 2025-13** – To Amend Title 7, Chapter 15, Section 2 Related to Tax Exempt Reports and Fees (*CoW 10/28/25, 6-0*)
 - B. **Ordinance 2025-14** – To Create Title 5, Chapter, 3 Section 3: Regulation of the Sale, Application, and Use of Coal Tar and High-PAH Sealant Products (*CoW 10/28/25, 6-0*)
 - C. **Resolution 2025-085** – Approving and Authorizing the Village of Caledonia to Enter Into an Agreement with Paramedic Billing Services, Inc. (*CoW 10/28/25, 6-0*)
 - D. **Resolution 2025-086** – Approving a Building, Site, and Operation Plan for the Construction of a ±9,440 Square-Foot Commercial Building for the Purpose of a Semi-Trailer Storage and Repair Facility Located Along USH 41 in the Village of Raymond under the Cooperative Boundary Agreement Dated November 12, 2009 Between the Village of Caledonia and the Village of Raymond (*PC 10/27/2, 5-0*)
 - E. **Resolution 2025-087** – Approving the Final Plat for Thomas Farms Subdivision (*PC 10/27/2, 5-0*)
 - F. **Resolution 2025-088** – Approving a Waiver to 14-3-5(B) (Conservation Easement) for Homestead Acres Subdivision, Authorizing Acceptance of a Preservation Easement and Authorizing an Amendment to the Development Agreement to Address the Waiver (*PC 10/27/2, 5-0*)
 - G. **Resolution 2025-089** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Edward J. Matichek Trust Dated 4/25, 2006
 - H. **Resolution 2025-090** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Marcia K. Hayek Revocable Trust
 - I. **Resolution 2025-091** – Authorizing the Village of Caledonia to Execute a Drainage Easement Agreement with the Driftwood Living Trust Dated July 17, 2015
7. **New Business**
 - A. Approval of A/P Checks
 - B. Discussion on December Meeting Dates
 - C. Discussion and possible action – Setting Date and Procedures for Administrative Review Hearing filed by StorageShopUSA

D. Resolution 2025-092 – Authorizing the Village of Caledonia to Enter Into a Special Counsel Engagement Agreement with the Law Firm of Terry & Nudo, LLC

8. Closed Session

A. The Village Board may take up a motion to go into CLOSED SESSION, for the following reasons:

- i. pursuant to s. 19.85(1)(g), Wis. Stat., “Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved,” and Wis. Stat. § 19.85(1)(e) “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session,” **specifically**: to discuss the Agreement between the Village and Alberto Januchowski for the Keeping of Animals Previously Declared Prohibited and Release of Claims executed on March 9, 2025.”
- ii. 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 (involving two different developers one of which is F Street Caledonia, LLC); and
- iii. 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,” and Wis. Stat. s. 19.85(1)(g), “to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved,” **specifically**: to discuss a Notice of Potential Material Change of Circumstances from the City of Racine under the Racine Area Intergovernmental Sanitary Sewer Service, Revenue-Sharing, Cooperation and Settlement Agreement dated April 25, 2002; and
- iv. 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.

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

C. Resolution 2025-093 – Approving and Authorizing the Village of Caledonia to Enter Into a Reimbursement Agreement with F Street Caledonia, LLC Related to a Single Family and Multi-Family Development

9. Adjournment

**Village Board Meeting Minutes
October 28, 2025**

1 - Order

President Weatherston called the Village Board meeting to order at 6:54 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: 6 – President Weatherston, Trustee Stillman, Trustee Martin, Trustee Pierce, Trustee McManus, and Trustee Wishau

EXCUSED: 1 – Trustee Lambrecht

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, Planner Natalia Nery de Farias, Police Chief Christopher Botsch, Fire Chief Walter Leininger, Deputy Clerk Brittany Kickland, and Village Clerk Jennifer Bass

4 – Approval of Minutes

Motion by Trustee Martin to approve the minutes of the October 14, 2025 Village Board meeting, seconded by Trustee Stillman. **The motion carried 6-0.**

5 – Public Comment

The following people appeared to speak before the Village Board:
None

6 – Ordinances and Resolutions

A. **Resolution 2025-080** – Approving the 2026 Village Fee Schedule (CoW 10/14/25, 7-0)

Motion by Trustee Martin to approve the resolution, seconded by Trustee Pierce.
Motion carried 6-0.

B. **Resolution 2025-081** – Approving Halloween Trick or Treating Hours in the Village of Caledonia

Motion by Trustee McManus to approve the resolution, seconded by Trustee Stillman.
Motion carried 6-0.

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

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

Motion carried 5-1. Trustee Martin voted nay.

- D. **Resolution 2025-083** – Authorizing the Issuance of a Taxable Tax Increment Revenue Bond (Breg Caledonia, Inc. – TID No. 6)

Motion by Trustee Pierce to approve the resolution, seconded by Trustee McManus.

Motion carried 6-0.

7 – New Business

A. Approval of A/P Checks

Motion by Trustee Wishau to approve the A/P checks, seconded by President Weatherston.

Motion carried 6-0.

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

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

Motion carried by the following roll call vote:

Ayes: 6 – Weatherston, Martin, McManus, Stillman, Pierce, and Wishau

Nays: 0

Excused: 1 - Lambrecht

- 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.

Motion by Trustee Pierce to go back into open session, seconded by Trustee McManus.

Motion carried 6-0.

9 – Adjournment

President Weatherston adjourned the meeting at 8:45 p.m.

Respectfully submitted:

Jennifer Bass Village Clerk

**Special Village Board Meeting Minutes
November 3, 2025**

1 - Order

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

2 - Roll Call

PRESENT: 5 – President Weatherston, Trustee Stillman, Trustee Pierce, Trustee Lambrecht, and Trustee Martin

EXCUSED: 2 – Trustee McManus and Trustee Wishau

STAFF: Village Administrator Todd Willis, Finance Director Wayne Krueger, Human Resources Manager Amanda Ardis, Fire Chief Walter Leininger, and Village Clerk Jennifer Bass

3 – Public Comment

The following people appeared to speak before the Village Board:
None

4 – Public Hearing

A. Approving and Authorizing the Adoption of the 2026 Budget for the Village of Caledonia

Public Hearing opened at 6:01 PM

President Weatherston asked three times if anyone wanted to speak in favor or against the 2026 Budget.

1. Ron Coutts, 609 Kentwood Dr – Spoke for the budget, thanked the department heads and Village Board for achieving a lower mill rate.

Public Hearing closed at 6:02 PM

5 – Ordinances and Resolutions

- A. **Resolution 2025-084** – Approving and Authorizing the Adoption of the 2026 Budget for the Village of Caledonia, Authorizing Fees, Capital Projects, Setting Various Tax Levies, and Imposing a Special Charge for the Annual Storm Water Management Fee Against Property

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

Motion carried by the following roll call vote:

Ayes: 5 – Weatherston, Stillman, Lambrecht, Martin, and Pierce

Nays: 0 –

Absent: 2 – McManus and Wishau

6 – Adjournment

President Weatherston adjourned the meeting at 6:05 p.m.

*Respectfully submitted:
Jennifer Bass Village Clerk*

**ORDINANCE NO. 2025-13
VILLAGE OF CALEDONIA**

**AN ORDINANCE TO AMEND TITLE 7, CHAPTER 15, SECTION 2 RELATED TO
TAX EXEMPT REPORTS AND FEES**

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

1. That Section 7-3-1 of the code of ordinances for the Village of Caledonia “Cigarette License” be, and hereby is, amended to read as follows:

“SEC. 7-15-2 TAX EXEMPT REPORTS AND FEES; CONDITION OF LICENSE

- (a) **Purpose.** By July 1st of each even numbered year, the Village Clerk shall complete and deliver a Taxation District Summary report (PC-226) to the Wisconsin Department of Revenue. This report should summarize information provided by the tax exempt property owners, with their report due March 31st each even-numbered year. The Clerk will make a reasonable diligent effort to ensure that all tax-exempt property owners are sent the registration form, and have returned the same. Pursuant to Wisconsin Statute §70.337(6), if said form has not been received by the Clerk by March 31 of the even-numbered year, the Clerk shall send the property owner(s) a notice, by certified mail, stating that the property for which the form is required will be appraised at the owner’s expense if a completed form is not received by the taxation district clerk within 30 days after the notice is sent. If the completed form is not received by the taxation district clerk within 30 days after the notice is sent, the property shall be appraised either by the taxation district assessor or by a person hired by the taxation district to conduct the appraisal.
- (b) **Fees.** Since administration time of an appointed official and possibly other Village employees to whom duties are delegated by the Clerk is involved, and since such workload is due to the existence of tax exempt property within the Village, the Village Board affirmatively states that it is fair and logical to charge a fee, as authorized under state law. After consideration of the administration time involved, the number of tax exempt parcels, and expenses to the Village, such as postage, copies, etc., the Village Board believes the following fee is reasonable to be charged per tax exempt entity, regardless of the number of parcels for each: Twenty-five Dollar (\$25.00)
- (1) **Exemptions.** The fee does not apply to a church that is required to file a report under §70.337
- (c) **Exceptions.** This section does not apply to property that is exempt under Wis. Stat. §§ [70.11 \(1\)](#), [\(2\)](#), [\(13\)](#), [\(13m\)](#), [\(15\)](#), [\(15m\)](#), [\(21\)](#) or [\(30\)](#), property that is exempt under § [70.11 \(18\)](#) if a payment in lieu of taxes is made for that property, lake beds owned by the state, state forests under §§ [28.03](#) or [28.035](#), county forests under § [28.10](#), property acquired by the department of transportation under §§ [85.08](#) or [85.09](#) or highways, as defined in § [340.01 \(22\)](#).

- (d) **License.** Prompt payment of fees shall be a condition of receiving or renewing any license issued by the Village to the tax exempt property owner, when applicable. Timely submission of the required report is likewise a licensing condition, and requires accurate information.
- (e) **Forfeiture.** Since prompt and timely submission of these reports to the Clerk is essential to the efficient operation of this system and compliance with state standards, a forfeiture as in Section 1-1-6 may be imposed by the Municipal Court for failure to submit Report PC-220 and PC-227 to the Village Clerk by the deadline set forth in Subsection (b) above. Enforcement may be by use of the citation procedure.”

2. That this ordinance shall take effect upon adoption and publication as required by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

CHAPTER 15

Licensees to Pay Local Claims; Appellate Procedures

Section Number	Title	Ordinance Number	Date of Ordinance
7-15-1	Licensees Required To Pay Local Taxes, Fees, Charges, and Claims; Appellate Procedures	2013-04	02/18/2013
7-15-2	Tax Exempt Reports and Fees; Condition of License	<u>2025-XX</u>	<u>11/11/2025</u>

SEC. 7-15-1 LICENSEES REQUIRED TO PAY LOCAL TAXES, FEES, CHARGES, ASSESSMENTS AND CLAIMS; APPELLATE PROCEDURES

- (1) Payment of Amounts Owed as Condition of License. No person shall be eligible to hold any license or permit issued by the Village if he, she or the entity is delinquent in the payment of any local taxes, forfeitures, charges, assessments, fees, special charges, claims or other amounts payable to the Village or to any utility, district, commission or other subdivision of the Village. No license or permit shall be issued for any premises for which taxes, forfeitures, charges, assessments, fees, special charges or other amounts are delinquent and unpaid, unless:
 - (1) The delinquent amount is owed by the premises' owner; and
 - (2) The license or permit would be issued to the premises' tenant; and
 - (3) The premises' tenant and owner have no immediate or extended family, business, or financial relationship with one another other than as landlord and tenant.
- (b) **Exception.** This Section shall apply to licenses issued pursuant to the provisions of Title 7 of this Code of Ordinances, except Chapter 1.
- (c) **Applicability.** An application for renewal of a license subject to this Chapter shall be denied pursuant to the provisions of Subsection (a) only following notice and opportunity for hearing as provided by Subsection (d) below.
- (d) **Appeals; Notice and Hearing.** Prior to any denial of an application for renewal of a license, including denials pursuant to Subsection (a), the applicant shall be given notice and opportunity for a hearing as hereinafter provided:
 - (1) With respect to licenses renewable under Chapter 2 of Title 7 of this Code of Ordinances, notice and opportunity for hearing shall be as provided Section 125.12, Wis. Stats., as amended time to time.
 - (2) With respect to licenses other than those described in Subsection (a) herein, the Village Board or its assignee shall notify the applicant in writing of the Village's intention not to renew the license and shall provide the applicant with an opportunity for hearing. The notice shall state the reasons for the intended action and shall establish a date, not less than three (3) days nor more than ten (10) days after the date of the notice on which the applicant shall appear before the Village Board. If the

applicant shall fail to appear before the Village Board on the date indicated on the notice, the Village Board shall deny the application for renewal. If the applicant appears before the Village Board on the date indicated in the notice and denies that the reasons for nonrenewal exist, the Village Board shall conduct a hearing with respect to the matter. At the hearing, both the Village and the applicant may produce witnesses, cross examine witnesses and be represented by counsel.

The applicant shall, upon request, be provided a written transcript of the hearing at the applicants expense. If the Village Board determines the applicant shall not be entitled to renewal pursuant to Subsection (a), the application for renewal shall be denied.

- (d) **Other License Denial Appeals.** Where an individual, business or corporation wishes to appeal the Village Clerk's decision not to issue a license or permit under this Title on grounds other than those specified in Subsections (a) through (d) above, the applicant shall file a request in writing with the Clerk that the matter be referred to the Village Board or designated committee thereof. A public hearing shall be scheduled within fourteen (14) calendar days by the Village Board. All parties may be represented by counsel. The Village Board shall consider all relevant information and shall render a decision which shall be binding.

SEC. 7-15-2 TAX EXEMPT REPORTS AND FEES; CONDITION OF LICENSE.

- (a) **Purpose.** By July 1st of each even numbered year, the ~~Town-Village~~ Clerk shall complete and deliver a Taxation District Summary report (PC-226) to the Wisconsin Department of Revenue. This report should summarize information provided by the tax exempt property owners, with their report due ~~January-March~~ 31st each even-numbered year. The Clerk will make a reasonable diligent effort to ensure that all tax-exempt property owners are sent the registration form, and have returned the same. Pursuant to Wisconsin Statute §70.337(6), When-if said form has not been received by the Clerk by March 31 of the even-numbered year January-³¹st, the Clerk shall send the property owner(s) a notice, by certified mail, stating that the property for which the form is required will be appraised at the owner's expense if a completed form is not received by the taxation district clerk within 30 days after the notice is sent. If the completed form is not received by the taxation district clerk within 30 days after the notice is sent, the property shall be appraised either by the taxation district assessor or by a person hired by the taxation district to conduct the appraisal. ~~return receipt requested, stating that the property for which the form is required will be appraised at the owner's expense, and a forfeiture imposed, if a completed form is not received by the Clerk within 30 days after the notice is sent. The Clerk is responsible for form distribution and review.~~
- (b) **Fees.** Since administration time of an ~~elected-appointed~~ official and possibly other ~~Town Village officer (deputy clerk) or~~ employees to whom ~~to whom~~ duties are delegated by the Clerk is involved, and since such workload is due to the existence of tax exempt property within the ~~TownVillage~~, the ~~Town-Village~~ Board affirmatively states that it is fair and logical to charge a fee, as authorized under state law. After consideration of the administration time involved, the number of ~~parcels-per~~ tax exempt ~~parcels, entity~~ and expenses to the ~~TownVillage~~, such as postage, copies, etc., the ~~Town-Village~~ Board believes the following

fee is reasonable to be charged per tax exempt entity, regardless of the number of parcels for each: Twenty-five Dollar (\$25.00)

~~(1) Exemptions. The fee does not apply to a church that is required to file a report under §70.337 (1).~~

~~(1) Form PC 220 January 31st deadline.~~

~~(2) Form PC 227 March 31st deadline.~~

~~(3) No fee required if filed by the respective deadline.~~

~~(4) Twenty-five Dollar (\$25.00) late fee if not remitted by the deadlines listed in one (1) and two (2) above.~~

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- (c) Exceptions. This section does not apply to property that is exempt under Wis. Stat. §§ 70.11 (1), (2), (13), (13m), (15), (15m), (21) or (30), property that is exempt under § 70.11 (18) if a payment in lieu of taxes is made for that property, lake beds owned by the state, state forests under §§ 28.03 or 28.035, county forests under § 28.10, property acquired by the department of transportation under §§ 85.08 or 85.09 or highways, as defined in § 340.01 (22).

- (d) License. Prompt payment of fees shall be a condition of receiving or renewing any license issued by the ~~Town-Village~~ to the tax exempt property owner, when applicable. Timely submission of the required report is likewise a licensing condition, and requires accurate information.

- (e) Forfeiture. Since prompt and timely submission of these reports to the Clerk is essential to the efficient operation of this system and compliance with state standards, a forfeiture as in Section 1-1-6 may be imposed by the Municipal Court for failure to submit Report PC-220 and PC-227 to the ~~Town-Village~~ Clerk by the deadline set forth in Subsection (b) above. Enforcement may be by use of the citation procedure.

**ORDINANCE NO. 2025-14
VILLAGE OF CALEDONIA**

**AN ORDINANCE TO CREATE TITLE 5, CHAPTER, 3 SECTION 3:
REGULATION OF THE SALE, APPLICATION, AND USE OF COAL TAR AND HIGH-
PAH SEALANT PRODUCTS**

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

1. That Section 5-3-3 of the code of ordinances for the Village of Caledonia “Regulation of the Sale, Application, and Use of Coal Tar and High-PAH Sealant Products” be, and hereby is, created to read as follows:

“SEC. 5-3-3 REGULATION OF THE SALE, APPLICATION, AND USE OF COAL TAR AND HIGH-PAH SEALANT PRODUCTS.

(a) **Definitions.** The following words, terms and phrases, when used in this division, shall have the meanings given in this section, except where the context clearly indicates a different meaning.

- (1) ***Asphalt-based sealer*** means a petroleum-based pavement sealant product that is commonly used on driveways, parking lots, and other surfaces and does contain polycyclic aromatic hydrocarbons.
- (2) ***Coal tar*** is a byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons.
- (3) ***Coal tar sealant product*** means a material that contains coal-tar and is for use on asphalt or concrete surfaces including a driveway or parking lot. These surface applied sealing products contain coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, refined tar, or any variation assigned the chemical abstracts service numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2.
- (4) ***High-PAH sealant product*** means any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the chemical abstracts service number 64742-90-1, 69013-21-4 or related substances.
- (5) ***Pavement sealant product, or sealcoat,*** is any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar or asphalt based.
- (6) ***Polycyclic aromatic hydrocarbons or PAHs*** are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

(b) **Regulations.**

- (1) Except as provided in (c), it shall be unlawful:
 - a. For any person to use or apply any coal tar sealant product or high-PAH sealant product within the Village.

- b. For any person to contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the Village.
 - c. For any commercial applicator, residential or commercial developer, or other similar individual or organization to direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the Village.
 - d. For any person to sell, offer to sell, or display for sale any coal tar sealant product or high-PAH sealant product within the Village.
 - (2) *Notice required to be posted.* Any person who sells pavement sealant products within the Village shall prominently display, in the area where such pavement sealant products are sold, a notice that contains the following language: "The application of coal tar sealant products or other high PAH sealant products on driveways, parking lots, and all other paved surfaces in in the Village of Caledonia is prohibited by Title 5-3-3(b), of the Municipal Code of the Village of Caledonia, Wisconsin. Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high-PAH sealant products are a major source of PAHs that can travel into homes, buildings, and soils, or be carried by storm water and other run off into the water resources of the Village of Caledonia."
 - (3) *Applicability.* The provisions of this ordinance shall only apply to coal tar sealant product or high-PAH sealant product within the Village and shall not affect the use of asphalt-based sealer products within the Village.
- (c) **Exemptions.**
- (1) The Village Board may exempt a person from the requirements of Title 5-3-3(b) if a request for exemption is made to the Village Board in writing, including an explanation of why the exemption is needed for research or the development of an alternative technology, and if the Village Board determines that one or both of the following apply:
 - a. The person is conducting research concerning the effects of a coal tar sealant product or high-PAH sealant product on the environment.
 - b. The person is developing an alternative technology and the use of a coal tar sealant product or high-PAH sealant product is required for research or development.
- (d) **Penalties.**
- (1) Any person who violates 5-3-3(b) by applying a coal tar sealant product or high PAH sealant product on any property located in the Village shall be subjected to a fine not to exceed \$500.

- (2) Any commercial sealant product applicator, residential or commercial developer, industrial or commercial owner, or any other person, other than a person identified under subsection (d)(1) above who violates Section 5-3-3(b) shall be subject to a fine of not less than \$1,000 nor more than \$10,000. Each incidence of a violation shall constitute a separate offense.
- (3) Upon default of payment, the violator shall be subject to imprisonment for not more than 90 days for any one judgment and the violator shall receive credit against the amount owed at the rate of at least \$50 for each day of imprisonment, including imprisonment following an arrest but prior to the court making a finding under Wis. Stat. § 800.095(1)(b)2.
- (4) Each day that a violation occurs or continues is a separate offense and subject to an additional fine.”

2. That this ordinance shall take effect upon adoption and publication as required by law.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**ORDINANCE NO. 2025-XX
VILLAGE OF CALEDONIA**

**AN ORDINANCE TO CREATE TITLE 5, CHAPTER, 3 SECTION 3:
REGULATION OF THE SALE, APPLICATION, AND USE OF COAL TAR AND HIGH-
PAH SEALANT PRODUCTS**

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

1. That Section 5-3-3 of the code of ordinances for the Village of Caledonia “Regulation of the Sale, Application, and Use of Coal Tar and High-PAH Sealant Products” be, and hereby is, created to read as follows:

“SEC. 5-3-3 REGULATION OF THE SALE, APPLICATION, AND USE OF COAL TAR AND HIGH-PAH SEALANT PRODUCTS.

(a) **Definitions.** The following words, terms and phrases, when used in this division, shall have the meanings given in this section, except where the context clearly indicates a different meaning.

- (1) **Asphalt-based sealer** means a petroleum-based pavement sealant product that is commonly used on driveways, parking lots, and other surfaces and does contain polycyclic aromatic hydrocarbons.
- (2) **Coal tar** is a byproduct of the process used to refine coal. Coal tar contains high levels of polycyclic aromatic hydrocarbons.
- (3) **Coal tar sealant product** means a material that contains coal-tar and is for use on asphalt or concrete surfaces including a driveway or parking lot. These surface applied sealing products contain coal tar, coal tar pitch, coal tar pitch volatiles, RT-12, refined tar, or any variation assigned the chemical abstracts service numbers 65996-92-1, 65996-93-2, 65996-89-6, or 8007-45-2.
- (4) **High-PAH sealant product** means any pavement sealant product that contains greater than 0.1% polycyclic aromatic hydrocarbons by weight, including, but not limited to, coal tar sealant products and sealant products containing steam-cracked petroleum residues, steam-cracked asphalt, pyrolysis fuel oil, heavy fuel oil, ethylene tar, or any variation of those substances assigned the chemical abstracts service number 64742-90-1, 69013-21-4 or related substances.
- (5) **Pavement sealant product, or sealcoat**, is any substance that is typically applied on paved surfaces to protect the surfaces. This may include but is not limited to sealant products that are coal tar or asphalt based.
- (6) **Polycyclic aromatic hydrocarbons or PAHs** are a group of organic chemicals that are formed during the incomplete combustion of coal, oil, gas, or other organic substances, are present at high levels in coal tar, and are known to be harmful to humans, fish, and other aquatic life.

(b) **Regulations.**

- (1) Except as provided in (c), it shall be unlawful:
 - a. For any person to use or apply any coal tar sealant product or high-PAH sealant product within the Village, ~~except as provided in Title 5-3-3.~~

b. ~~For any person to allow a coal tar sealant product or other high-PAH sealant product to be applied upon property that is under that person's ownership or control.~~

e.b. For any person to contract with any commercial applicator, residential or commercial developer, or any other person for the application of any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the Village.

d. For any commercial applicator, residential or commercial developer, or other similar individual or organization to direct any employee, independent contractor, volunteer, or other person to apply any coal tar sealant product or high-PAH sealant product to any driveway, parking lot, or other surface within the Village.

c.

(2)d. ~~It shall be unlawful for~~ any person to sell, offer to sell, or display for sale any coal tar sealant product or high-PAH sealant product within the Village.

(3)(2) *Notice required to be posted.* Any person who sells pavement sealant products within the Village shall prominently display, in the area where such pavement sealant products are sold, a notice that contains the following language: "The application of coal tar sealant products or other high-PAH sealant products on driveways, parking lots, and all other paved surfaces in in the Village of Caledonia is prohibited by Title 5-3-3(b), of the Municipal Code of the Village of Caledonia, Wisconsin. Polycyclic Aromatic Hydrocarbons (PAHs) are a group of organic chemicals that are known to cause cancer and are toxic to aquatic life. Coal tar and other high-PAH sealant products are a major source of PAHs that can travel into homes, buildings, and soils, or be carried by storm water and other run off into the water resources of the Village of Caledonia."

(4)(3) *Applicability.* The provisions of this ordinance shall only apply to coal tar sealant product or high-PAH sealant product within the Village and shall not affect the use of ~~asphalt-based~~ asphalt-based sealer products within the Village.

(c) **Exemptions.**

(1) The Village ~~Engineer Board~~ may exempt a person from the requirements of Title 5-3-3(b) if a request for exemption is made to the Village Board in writing, including an explanation of why the exemption is needed for research or the development of an alternative technology, and if the Village Board determines that one or both of the following apply:

a. The person is conducting research concerning the effects of a coal tar sealant product or high-PAH sealant product on the environment.

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- b. The person is developing an alternative technology and the use of a coal tar sealant product or high-PAH sealant product is required for research or development.

(d) Penalties.

- (1) Any person who violates 5-3-3(b) by applying a coal tar sealant product or high PAH sealant product ~~at his or her residence~~ on any property located in the Village shall be subjected to a fine not to exceed \$500.

~~(2)(1) Each day that a violation occurs or continues is a separate offense and subject to an additional fine.~~

- (2) Any commercial sealant product applicator, residential or commercial developer, industrial or commercial owner, or any other person, other than a person identified under subsection ~~(de)~~ (1) above who violates Section ~~6.30(e)~~ 5-3-3(b) shall be subject to a fine of not less than \$1,000 nor more than \$10,000. Each incidence of a violation shall constitute a separate offense.

- (3) Upon default of payment, the violator shall be subject to imprisonment for not more than 90 days ~~for any one judgment and the violator shall receive credit against the amount owed at the rate of at least \$50 for each day of imprisonment, including imprisonment following an arrest but prior to the court making a finding under Wis. Stat. § 800.095(1)(b)2. less than 30 days nor more than 100 days~~

~~Each day that a violation occurs or continues is a separate offense and subject to an additional fine.~~

~~(3)(4)~~ ”

Commented [RS1]: This is statutory -- 800.095(1)(b)1.a.

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2. That this ordinance shall take effect upon adoption and publication as required by law.

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

VILLAGE OF CALEDONIA

By: _____

Thomas Weatherston
Village President

Attest: _____

Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-085
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE OF CALEDONIA TO
ENTER INTO AN AGREEMENT WITH PARAMEDIC BILLING SERVICES, INC.**

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

WHEREAS, the Village has provided notice to terminate a contract it currently has for billing individuals on behalf of the Village of Caledonia for fire, ambulance, or other services authorized by the Village's ordinance to collect payment for services directly from individuals, entities, guarantors, or third-party payers, as applicable; and

WHEREAS, the Village desires to enter into a contract with Paramedic Billing Services, Inc. for such services effective upon the termination of the other contract;

NOW, THEREFORE, BE IT RESOLVED by the Village Board that the agreement between the Village of Caledonia and Paramedic Billing Services, Inc. forth in **Exhibit A** attached hereto and incorporated herein (the "Agreement"), is hereby authorized and substantially approved subject to final approval of the form by the Village Administrator 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 and Fire Chief 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 November, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

770272.001 (984)



**PARAMEDIC BILLING SERVICES, INC.
BILLING AGREEMENT
FOR**

City of Caledonia

Submitted By:

Firm Name:	PARAMEDIC BILLING SERVICES, INC.
Address:	395 W. Lake Street, Elmhurst, Illinois 60126
Telephone:	(630) 530-2991
Fax Number:	(630) 530-5099
Contact:	J Kevin Hunter

2025

SCOPE OF SERVICES

The primary function of PARAMEDIC BILLING SERVICES, INC. pursuant to this Agreement is to bill individuals or entities on behalf of the City of Caledonia ("Client") for fire, ambulance, or other services authorized under Client's ordinances and to collect funds directly from individuals, entities, guarantors, or third-party payers, as applicable.

**BILLING AGREEMENT
FOR
CITY OF CALEDONIA**

THIS AGREEMENT made and entered into between the CITY OF CALEDONIA (hereinafter referred to as "Client"), located at 5043 Chester Ln. Caledonia, Wi. 53402 and Paramedic Billing Services, Inc. (hereinafter referred to as "PBS"), located at 395 W. Lake Street, Elmhurst, IL 60126 each a "Party" and collectively "Parties" effective on the date of execution of the Agreement by Client.

WITNESSETH:

WHEREAS, Client provides fire, ambulance, or other services authorized under Client's ordinances (hereinafter "Services") for the residents of its community and the surrounding community (hereinafter "Recipients");

WHEREAS, PBS is in the business of billing for Services; and

WHEREAS, Client and PBS desire that PBS handle all of the billing functions for Services provided by Client.

NOW, THEREFORE, in consideration of the mutual recitals and the promises contained herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both Client and PBS, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety.
2. Incorporation of Attachments. All appendixes attached to this Agreement shall be incorporated and made part of the Agreement as if fully set forth in the Agreement.
3. Procedures. PBS shall prepare all bills and claim forms for Services provided by Client. Billing procedures shall be in accordance with the procedures set forth in the attached Appendix A. PBS shall send bills and claim forms to third party payers and/or to Recipients/Recipient guarantors, as appropriate. Client shall report all collections and Explanation of Benefits ("EOBs") to PBS on a timely basis, as provided in the attached Appendix A.
4. Billing Guidelines. PBS shall prepare all bills and claim forms for Services provided by Client pursuant to the Billing Guidelines set forth in the attached Appendix B.
5. Lockbox Account. Funds collected for Client by PBS shall be maintained in an account at a bank designated by Client and in the name of the Client.

6. Reports and Accounting. On or before the 15th day of each month that this Agreement is in effect, PBS shall provide Client with an accounting of all sums collected during the previous month, indicating the name of the Recipient, the date of service, the amount billed, and the amount collected. Upon request, PBS shall provide Client with additional information that is reasonably required to verify the accuracy of the accounting.
7. Administration. PBS shall be responsible for processing all documentation, as required under federal, state, and local law, regulation, or guidance. If this Agreement or any documentation prepared in accordance with this Agreement is subject to or requested by any governmental agency, PBS shall have primary responsibility for complying with such request and shall truthfully respond to all agency requests, with notice to the Client, to the extent such notice is permitted by law or the applicable agency. If PBS or any third-party service provider engaged by PBS receives any legal notices, demands, subpoenas, or summons regarding this Agreement, to the extent allowed under law and deemed advisable by PBS counsel or its third-party service provider, PBS or its third-party service provider shall notify Client and give Client the opportunity to review and assist in a response. PBS shall keep adequate records at PBS's principal place. Client and its agents shall have the right to inspect such records and shall be given access to such records upon reasonable notice and at any reasonable time upon Client's request. This provision shall survive the termination of this Agreement. PBS shall preserve such books and records for the legally required time period.
8. Programming. PBS shall provide a separate and complete Accounts Receivable program within PBS's computer billing system for the exclusive purpose of collections for Client.
9. Guidelines. Client shall provide PBS guidelines for sending the bills and claims. Client shall provide PBS or authorize PBS to receive all information necessary to issue bills or claims.
10. Fees. Client shall pay PBS a fee of 4.50% for all payments collected, based on the payments received in the preceding month, whether payment is made to PBS or sent directly by the payer to Client. When PBS sends claims to a third-party collection agency, Client shall pay the collection agency fee in addition to the fee due to PBS per this section. Client agrees to provide PBS with notice and documentation of any payments directly received by it within ten [10] calendar days of receipt of said payment. PBS shall issue invoices on or before the 15th (fifteenth) day of each month for the preceding month; if the 15th falls on a weekend or holiday, invoices shall be issued the next business day. Client agrees to pay each invoice within forty-five (45) calendar days.

No other fees, besides those specified in this section, shall be paid by the Client to PBS, for services to be provided by PBS to the Client pursuant to this Agreement.
11. Billing in Name of Client. All the billing for Services shall be in the name of the Client and on its behalf, including indemnification from third-party payers.

12. Term. The term of this Agreement shall be for a period of five (5) years commencing on January 1, 2026, ("Initial Term") unless sooner terminated pursuant to this Agreement. This Agreement shall automatically renew for additional one-year terms pursuant to the same terms and conditions set forth herein, except as otherwise agreed to by the Parties, unless sooner terminated by the Parties.
13. Termination for Cause. Either Party shall have the right to terminate this Agreement immediately upon the filing of a petition of bankruptcy, assignment for the benefit of creditors or the issuance of a cease and desist order or other action by any appropriate state, federal or local governmental agency or court of competent jurisdiction, which prohibits or threatens to prohibit, in whole or in part, either Party from performing the services required under this Agreement.
14. Termination Without Cause. Any party may terminate this agreement at any time by providing at least ninety (90) days advance written notice to the other parties via certified mail. Upon Termination, PBS shall cease acceptance of any additional accounts from Client. The Parties agree that the termination will apply to both the receipt of new accounts and old accounts by the Client. PBS will discontinue its collection efforts on Recipient accounts already in its possession effective one hundred eighty (180) calendar days after the termination of this Agreement. Additionally, PBS will cease its efforts in collecting Recipient accounts already placed with any external agency effective one hundred eighty (180) calendar days after the Termination of this Agreement. PBS shall assess a fee and pass on any collection agency fees as outlined in Section 10, "Fees", on any amounts paid to Client for payment of a claim placed with any external agency regardless of whether the fee was directly obtained by the external agency.
15. Protection of Recipient Information. All records relating to Services rendered by Client, including but not limited to protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments thereto, such as claims and run reports, shall be and remain the sole property of Client. PBS shall comply with all applicable laws and regulations relating to Recipient confidentiality including but not limited HIPAA and shall not use or further disclose confidential information or PHI other than as permitted or required by this Agreement, by law, or by the Business Associate Agreement attached hereto as Appendix C.
16. Confidentiality. Trade secrets and confidential information that may be received by any Party or its employees, directly or indirectly, that are exempt from public disclosure under applicable laws shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom such trade secrets or confidential information was disclosed. Such information will be utilized only for the purposes of carrying out the services and purposes of this Agreement, and each Party to which such information is disclosed shall cause each of its employees to comply with the foregoing. Upon termination of this Agreement, each Party agrees to surrender to the disclosing Party all trade secrets, confidential information, material, tangible items, or written information

supplied by the disclosing Party. The obligations of this Section will survive the termination or expiration of this Agreement.

17. Relationship of the Parties. Notwithstanding anything to the contrary in this Agreement or elsewhere, PBS is an independent contractor with respect to the Client. There is no agency, employment relationship, partnership, or joint venture between the Contractor, its employees, and the Client and/or the Client's employees. No one connected with PBS, except in writing signed by the director of PBS has any right, power or authority to act or create any obligation or binding promises or agreements, express or implied except as specifically outlined herein.
18. Publicity. Neither party shall without the prior written consent of the other Party: (a) refer to, identify, or use the name or any trade name or trademark of the other Party or any of its employees in any advertising or communications in any form; (b) make publicity releases, promotional or marketing materials, announcements, customer listings, testimonials, or advertising regarding the other or any of its employees, this Agreement, the services or any related activities, or (c) take any photographs, video or other recordings of the property of each Party or any of its employees.
19. Payments to Third Parties. PBS shall comply with all federal, state, and local law, regulation or guidance regarding political donations and charitable contributions.
20. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes and replaces all prior agreements, negotiations, and arrangements concerning its subject matter; this Agreement is not subject to modification, alteration or amendment except by further written agreement signed by all Parties.
21. Non-Assignability. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, provided, however, that this Agreement shall not be assignable by either Party without the prior written consent of the other Party that shall not be unreasonably withheld.
22. Non-Waiver. No waiver of any provision shall constitute a waiver of any other provision, nor shall any waiver be deemed continuing unless otherwise expressly so provided in writing by the Party against which the waiver is asserted.
23. Severability. If any portion of this Agreement is determined to be invalid by law or court interpretation: (1) the Parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the Parties; or (2) if revision is deemed impermissible, that portion shall be removed from this Agreement. In the event the Parties are not able to mutually agree on modification of the problematic provision, then either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party if the terminating Party has a good faith belief based on the advice of legal counsel that the problematic provision creates an unfavorable exposure under applicable laws. All other portions of this Agreement shall remain in full force and effect.

24. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law principals. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal, state, and local law, regulation, or guidance. The Parties hereby agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Wisconsin, or in the federal district court located at Wisconsin Eastern District Court to the extent permitted by law and a Party elects to file an action in federal court. The Parties hereby waive all objections to personal jurisdiction, venue, and forum non-conveniens.
25. Compliance with Law. Notwithstanding any other provision in this Agreement to the contrary, both Parties remain exclusively responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state, and local law, regulation, or guidance.
26. No Third-Party Beneficiaries. It is the explicit intent of the Parties hereto that no person or entity other than the Parties hereto, except assignees as contemplated in Section 21 is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the Parties hereto.
27. Notices. All notices that are required hereunder, of which either Client or PBS may desire to serve upon the other Party, shall be in writing, personally delivered, sent by certified mail, return receipt requested, with postage prepaid, or by a recognized overnight carrier, to the Parties at the following address, (or at such other or further addresses as the Parties may hereafter designate by like notice similarly sent). Notices shall be deemed received upon receipt (if personally delivered), two (2) business days after deposit in the United States Mail (if mailed), or one business day after deposit with a recognized overnight carrier. If either Party chooses to use a recognized overnight carrier to deliver such notice, then the notice shall be by restricted delivery and only the person or persons listed below are the authorized signatories:

If to Client:

If to PBS:

David B. Hill, III, President
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

With a copy to:

J Kevin Hunter, Client Liaison
Paramedic Billing Services, Inc.
395 W. Lake St.
Elmhurst, IL 60126

28. Subpoenas and Records Requests. PBS shall charge and retain fees as allowed under applicable federal, state, and local law, regulation or guidance for reproduction of medical records upon valid request. PBS shall charge Client a court appearance fee of \$100.00 for each instance that a PBS employee is required to appear in court or at a deposition in any action related to the collection of a fee for Client.
29. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
30. Signature. It is the responsibility of Client (when Client's employees are providing Services) to obtain the signature of the Recipient or verification that it could not be obtained for the HIPAA privacy notice, for consent to release records as necessary for payment, for assignment of benefits forms, and any other documents required by Medicaid, Medicare, or a third party payer (for purposes of this paragraph collectively "Payer") for any purpose including but not limited to establishing medical necessity. The Client shall (a) submit to PBS all signatures necessary to properly bill Payers or (b) verification that signatures could not be obtained. Upon receipt of the necessary signatures or verification, PBS shall bill the Payer. PBS shall send Client a list of accounts requiring signatures or verification. PBS shall also send an invoice to the Recipient containing a signature form notifying the Recipient that the signature form must be completed and sent to PBS for PBS to bill a Payer and that absent receipt, Recipient is responsible for payment.
31. Overpayments. In the event there are any overpayments due to third party payers based on Client's acts or omissions or for which PBS is otherwise not responsible (e.g. Client not obtaining signatures as required per Section 30 or Client not complying with the law as required in Section 32), PBS shall not assume any responsibility or liability for the overpayment and PBS shall keep the fees described in this Agreement.
32. Client's Compliance with Law. It is the responsibility of Client (when Client's employees are providing Services) to ensure compliance with local, state, and federal rules, statutes, and sub-regulatory guidance including but not limited to ensuring: i) crew are appropriately licensed and certified, ii) crew are not excluded from participation in federally funded healthcare programs, and iii) Services are appropriately documented.
33. Contract Interpretation. Each Party and its counsel have had the opportunity to participate fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted in accordance with its plain meaning and not strictly for or against any Party.
34. Non-Solicitation. The Parties agree not to, directly or indirectly, solicit, or cause or induce on its own behalf or for any third party to solicit, for the purpose of hiring any of the Parties' employees to perform like services for the duration of this Agreement unless mutually agreed by the Parties.

35. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
36. Authority. PBS and Client represent that this Agreement is executed in accordance with the requirements of their respective organizations.
37. Amendment of Terms and Conditions. PBS reserves the right to amend the terms and conditions of this Agreement at any time by providing Client with written notice of any such amendments, which shall become effective ninety (90) days after the date notice is provided (as evidenced by the postmark or deliver receipt). If client objects to the proposed changes, Client must notify PBS in writing of its objection and desire to negotiate the changes within thirty (30) days of receiving the notice. In the absence of such objection, the amendment shall automatically take effect as specified.
38. Screenings. The Office of the Inspector General (“OIG”) of the Department of Health and Human Services (“HHS”) has the authority to exclude individuals and entities from federally funded health care programs pursuant to sections 1128 and 1156 of the Social Security Act. The OIG maintains a list of all currently excluded individuals and entities called the List of Excluded Individuals and Entities (“LEIE”). Exclusion databases are also maintained by state agencies that oversee the State Medicaid Program and by the U.S. General Services Administration. Any health care entity or healthcare billing entity that hires or contracts with an individual or entity excluded from federally funded health care programs (“Excluded Person”) may be subject to civil monetary penalties (CMP). To avoid exclusion and CMP liability, parties to health care contracts that involve the Medicare/Medicaid claim development and submission process and other processes affecting compliance with federal or state law need to routinely check exclusion lists to ensure that new hires, current employees, vendors, and subcontractors are not Excluded Persons. The primary effect of hiring or having an employee who is an Excluded Person or contracting or subcontracting with an Excluded Person is that no payment will be provided for any items or services furnished, ordered, or prescribed by the Excluded Person.
1. Both Parties represent and warrant that they, their new hires, current employees, vendors, and subcontractors are not excluded from, or proposed for exclusion from, participation in, and are not otherwise ineligible to participate in, a “Federal Health Care Program” as defined in 42 U.S.C. Section 1320a-7b(f) (or any applicable successor statutory section).
 2. Each Party shall not knowingly employ or contract with any individual or entity that has been excluded from or barred from participation in any Federal Healthcare Program.
 3. Each Party shall be responsible for conducting a background screening at least annually or as otherwise required by law for their new hires, employees, vendors and subcontractors which shall minimally include:

- i. OIG List of Excluded Individuals/Entities available at:
<http://oig.hhs.gov/exclusions/exclusionslist.asp>.
 - ii. Any exclusion database maintained by the state agency that oversees the State Medicaid Program.
 - iii. The U.S. General Services Administration Excluded Parties List System. This list can be accessed at: <http://www.sam.gov>.
 - iv. An appropriate source for a state or local background check (e.g. State Bureau of Criminal Apprehension, Bureau of Investigation, local Sheriff's Department).
4. Each Party shall immediately, but no later than three (3) business days, disclose to the other any results of the background screening that may impact the Medicare/Medicaid or other government healthcare claim development and submission process and other processes affecting compliance with federal or state healthcare law.
5. Whether or not such notice is given, each Party may immediately terminate this Agreement without penalty or any other amounts owing as a result of such termination.
6. If either Party's failure to conduct a routine check or make a notification as provided herein impacts reimbursement under this Agreement or causes the OIG to assess CMP which impacts the other Party under this Agreement, the Party that was responsible for and failed to conduct the check or make the notification shall be responsible to the extent permitted by law (i) for reimbursing the other Party for services provided under this Agreement and (ii) for reasonable costs associated with any OIG inquiries and investigations related thereto.
39. Medicare and Medicaid Enrollment. The Parties shall maintain and update their respective provider status in the Medicare and State Medicaid programs throughout the term of this Agreement. The Parties shall share all information required to maintain and update their provider status and their employees' individual provider status within the Medicare and State Medicaid programs as new credentialing requirements are mandated by those programs and program contractors.
40. Indemnification. It is expressly understood and agreed that each Party shall to the extent permitted by law and to the extent the indemnitor has insurance coverage, defend, indemnify, save, and hold harmless the other, its parent corporations, affiliates, subsidiaries, successors and assigns, and their respective present and former agents, officers, volunteers, and employees from any and all claims, liabilities, obligations, debts, charges, settlements or judgments (including attorneys' fees) arising from this Agreement or the other party's present and former agents, officers, volunteers, and

employees attributable to the negligent acts or omissions of the other Party, its agents, officers, and employees while engaged in the performance of duties under this Agreement, provided that no Party shall have any obligation under this section with respect to liabilities caused by the gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct of the other Party seeking indemnification; and in the event that a final determination that such claims or liabilities resulted from such party's gross negligence, reckless, fraudulent or deliberately dishonest conduct, or intentional misconduct is made by a court of competent jurisdiction, the indemnified Party shall immediately refund such monies and expenses paid pursuant to this section. Neither Party shall be obligated to indemnify the other Party for any claim or liability: (a) involving a claim by one Party against the other Party; (b) to the extent prohibited by law; (c) to the extent the Party seeking indemnification receives indemnification or insurance coverage from any other source. Provided that a Party is not in breach of its indemnification obligations hereunder, no Party being indemnified shall settle or compromise any claim subject to indemnification hereunder without the consent of the Party providing such indemnification.

Each Party also agrees to indemnify and hold each other harmless for any settlement or judgment based upon the sole theory of apparent agency arising from the negligent acts or omissions of the other and/or its employees or agents.

Notwithstanding the above paragraph, neither Party shall be liable to the other for indemnification for, and each Party hereby releases the other from, any liability for punitive, exemplary and consequential damages which may be suffered by such Party arising directly or indirectly out of the performance of this Agreement, including but not limited to the loss of use, loss of profits or business interruption (collectively, the "excluded damages"); provided that amounts owed as consideration under this Agreement shall not be deemed excluded damages.

Notwithstanding the foregoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Client, PBS, or its respective insurer's ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to Wisconsin Local Government Tort Immunity Act that may be applicable to the Client or PBS. To the extent that indemnification is available and enforceable, the parties or their respective insurers shall not be liable to indemnify or contribution for an amount greater than the limits of liability for claims established by law. Each Party's obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall either party be required to indemnify the other for its own negligent or intentional conduct.

For purposes of any defenses or immunities to claims and liabilities to third parties that the Client and/or its employees may be entitled under applicable laws, the parties agree that, to the extent permitted by law, PBS will be deemed the agent of the Client or standing in the shoes of the Client with respect to such defenses and immunities available to the Client.

The Indemnitee shall provide the Indemnitor with prompt written notice of any claim, demand, or action for which indemnification is sought under this Agreement. Such notice shall include sufficient detail to enable the Indemnitor to assess its obligations and prepare a defense, including the nature and basis of the claim, a description of the damages or relief sought, and copies of any relevant documents. The indemnitee's failure to provide timely notice shall not relieve the Indemnitor of its indemnification obligations under this agreement, except to the extent such failure materially prejudices the indemnitor's ability to defend the claim. Upon receipt of such notice, the Indemnitor shall have the right to control the defense and settlement of the claim, provided that no settlement may impose liability or obligations on the indemnitee without its prior written consent.

Upon receiving notice of a claim, the Indemnitor shall have the right to control the defense and settlement of the claim, provided that:

1. The indemnitor engages qualified legal counsel reasonably acceptable to the Indemnitee,
2. The indemnitor keeps the indemnitee reasonably informed of the defense's progress and any material developments.
3. the indemnitor shall not settle any claim without the Indemnitee's prior written consent if the settlement: (a) imposes liability or obligations on the Indemnitee beyond the scope of the agreement, (2) admits fault or wrongdoing on the part of the indemnitee, or (3) includes injunctive or equitable relief affecting the Indemnitee.

The indemnitee may participate in the defense of the claim at its own expense. If the indemnitor fails to assume or diligently conduct the defense within a reasonable time after receiving notice, the Indemnitee may assume control of the defense and settle the claim, and the Indemnitor shall remain responsible for all associated costs and damage

This indemnification obligation shall be deemed to be contractual in nature and shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their seal this 30th day of September, 2025

CITY OF CALEDONIA

PARAMEDIC BILLING SERVICES, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: David B. Hill

Its: _____

Its: President

APPENDIX A

Billing Procedures

1. PARAMEDIC BILLING SERVICES, INC. (PBS) shall provide electronic billing to all governmental and commercial carriers, where available. Otherwise, PBS shall provide paper billing on behalf of Client.
2. PBS will bill all appropriate government or commercial third-party payers as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
3. PBS will invoice all Recipients/Recipient guarantors as agreed to by Client or as required by federal, state, or local law, regulation, or guidance.
4. PBS shall issue invoices on a billing form specific to the Client.
5. PBS shall bill for Client's services in accordance with those rates determined by the Client or as required by the appropriate federal, state, or local law, regulation, or guidance. The Client shall provide PBS with current rates. For any rate changes that may be implemented, Client shall immediately provide PBS with written notice of the rate changes. 14 business day notice required.
6. Invoicing/collection activities will be conducted on the following schedule:
 - a. Immediate first steps:
 - i. PBS will verify patient insurance through portals, contact with patient, contact with receiving facility etc.
 - b. Except as otherwise required by law, invoicing for Recipients with no insurance identified or for which insurance billing is not applicable:
 - i. First invoice mailed within five business days after receipt of case source data.
 - ii. Second invoice mailed 30 calendar days after first invoice.
 - iii. Collection letter 30 calendar days after third invoice.
 - iv. If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.
 - c. Except as otherwise required by law, invoicing for Recipients with insurance identified:
 - i. Claim submitted to insurance carrier within five business days after receipt of case source data.
 - ii. If no payment is received within 45 calendar days from claim submission, an invoice will be sent to Recipient with message stating that there has been no payment or correspondence from their insurance carrier, and to please give the insurance carrier a call.
 - iii. If Recipient is a resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If

there is no payment plan established and the account remains unpaid after the billing cycle has been completed, the account balance is written off.

- iv. If Recipient is a non-resident, the claim will continue to follow the procedures listed above in "Invoicing for Recipients with no insurance identified." If there is no payment plan established, and the account remains unpaid after the billing cycle has been completed, then the account balance will be turned over to a third-party collection agency.

d. If an insurance payment is received on behalf of the Recipient for the service and a balance is remaining, PBS shall send its first invoice within five business days after receipt of the insurance payment and follow up in accordance with the schedule set forth in 6c above.

e. PBS reserves the right to change the procedures listed in this paragraph 6 as deemed necessary for operational, business, or legal reasons.

- 8. PBS accepts checks and all credit cards and may, in its discretion and in accordance with the law, absorb credit card fees to the cardholder.
- 9. PBS will set up payment plans where appropriate, consistent with standard policies and procedures and in accordance with law.
- 10. All payments shall be sent directly to the designated lockbox to allow rapid posting of payments. It is the client's responsibility to notify PBS of any payments received to Client within 72 hours of all payments, correspondence, explanation of benefits, etc. relating to the services described.
- 11. PBS will submit a monthly payment receipt recap, and a monthly trip report detailing transports billed from the previous month. It is the responsibility of Client to verify these reports and provide PBS with any missing data.
- 12. It shall be the responsibility of Client to audit the billing rates charged by PBS for the Services provided by Client on a quarterly basis to verify that the rates charged by PBS are the correct rates. Additionally, should Client decide to change the billing rates for the Services, Client shall notify PBS as required in Section 5 and thereafter complete any necessary follow-up with PBS to ensure that the changed rate is being applied by PBS.

INSERT APPENDIX B – BILLING GUIDELINES HERE

APPENDIX C BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is entered into on September 30, 2025 ("Effective Date") by and between the City of Caledonia Covered Entity", and Paramedic Billing Services, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

1. BACKGROUND

Business Associate performs functions, activities, or services for, or on behalf of, Covered Entity under an existing written agreement (the "Underlying Agreement") and Business Associate creates, receives, maintains, or transmits Protected Health Information ("PHI"), including Electronic Protected Health Information ("E PHI"), to perform such functions, activities, or services (referred to collectively as the "Services"). The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Covered Entity to Business Associate, to set forth the terms and conditions of Business Associate's use and disclosure of PHI, and to ensure the confidentiality, integrity, and availability of E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. It is the intent of Covered Entity and Business Associate that this Agreement will meet the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA"), the Privacy Rule, and the Security Rule, 45 C.F.R. Parts 160 and 164.

2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA, ARRA, the Privacy Rule, and the Security Rule. Following are some of the key terms of this Agreement.

2.1 *Electronic Protected Health Information.* "Electronic Protected Health Information" or "E PHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, but shall be limited to the E PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.2 *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.3 *Minimum Necessary.* "Minimum Necessary" shall have the same meaning as "minimum necessary" described in 45 C.F.R. § 164.502(b) and Section 13405(b) of ARRA.

2.4 *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and Part 164, subparts A and E.

2.5 *Protected Health Information.* "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103 but shall be limited to the information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.

2.6 *Required by Law.* "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

2.7 *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

2.8 *Security Incident.* "Security Incident" shall have the same meaning as "security incident" in 45 C.F.R. § 164.304.

2.9 *Security Rule.* "Security Rule" shall mean the Security Standards for the Protection of EPHI at 45 C.F.R. Parts 160 and 164, subparts A and C.

2.10 *Subcontractor.* "Subcontractor" shall have the same meaning as "subcontractor" in 45 C.F.R. § 160.103.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

3.1 *Use and Disclosure.* Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement and any Underlying Agreement(s) related to the Services, or as Required by Law. Business Associate shall also comply, where applicable, with the Privacy Rule and the Security Rule.

3.2 *Safeguards.* Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to EPHI, to prevent use or disclosure of the information other than as provided for by this Agreement.

3.3 *Business Associate's Reporting Obligations.*

(a) *Reports of Non-Permitted Use or Disclosure.* Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which Business Associate becomes aware. Where applicable, such a report shall comply with the requirements outlined in Sections 3.3(b) and 3.3(c).

(b) *Reports of Breach of Unsecured PHI.*

1. For purposes of this Section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. § 164.402.
2. Following the discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.
3. Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information Covered Entity is required to include in notification to the affected Individual(s) under 45 C.F.R. § 164.404(c). Business Associate will provide additional information to Covered Entity as such information becomes available.

- (c) *Reports on Security Incidents.* Business Associate agrees to report to Covered Entity any Security Incident of which it becomes aware. Where applicable, such report shall comply with the requirements outlined in Sections 3.3(a) and (b). This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident.

3.4 *Subcontractors.* Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains, or transmits PHI (including EPHI) on behalf of Business Associate agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to, compliance with the applicable requirements of 45 C.F.R. Parts 160 and 164. Such agreement between Business Associate and the Subcontractor must be made in writing and must comply with the terms of this Agreement and the requirements outlined in 45 C.F.R. §§ 164.504(e) and 164.314.

3.5 *Access to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquiries about his or her right to access, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.6 *Amendments to Designated Record Set.* The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make available such PHI for amendment and incorporate any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquiries about his or her right to amendment, Business Associate will either forward such request to Covered Entity or direct the Individual to Covered Entity.

3.7 *Accounting of Disclosures.*

- (a) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

- (b) Business Associate agrees to provide to Covered Entity or an Individual information collected in accordance with Section 3.7(a) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 *Compliance with Law.* To the extent Business Associate is expressly obligated under the Underlying Agreement(s) to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

3.9 *Internal Practices.* Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and Security Rule.

3.10 *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 *General Use and Disclosure.*

- (a) Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform Services for, or on behalf of, Covered Entity as such services may be specified in any Underlying Agreement(s), provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if done by Covered Entity.
- (b) All uses and disclosures of PHI must comply with the Minimum Necessary requirements under the Privacy Rule. The Party disclosing PHI shall determine what constitutes the Minimum Necessary to accomplish the intended purpose of the disclosure.

4.2 *Specific Use and Disclosure.*

- (a) Business Associate may use or disclose PHI to carry out Business Associate's legal responsibilities and for the proper management and administration of Business Associate, provided that any such disclosures are either (1) Required by Law, or (2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- (b) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (c) Business Associate may use and disclose PHI to report violations of law to appropriate state and federal authorities, to the extent permitted or required by 45 C.F.R. § 164.502(j)(1) and state law.

- (d) Business Associate may use PHI to create de-identified information in accordance with the requirements outlined in the Privacy Rule. Data that has been de-identified will no longer be subject to the terms of this Agreement.

5. OBLIGATIONS OF COVERED ENTITY

5.1 *Privacy Practices.* The Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

5.2 *Notice of Changes Regarding Individual Permission.* Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the change.

5.3 *Notice of Restrictions to Use or Disclosure of PHI.* Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. The covered Entity will provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this Agreement, the Parties will mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

5.4 *Permissible Requests by Covered Entity.* Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity, except that Business Associate may use or disclose PHI as set forth herein.

5.5 *Safeguards.* The Covered Entity shall use appropriate safeguards to maintain the confidentiality, privacy, and security of PHI in transmitting PHI to Business Associate pursuant to this Agreement.

6. TERM AND TERMINATION

6.1 *Term.* This Agreement shall be effective upon the Effective Date and shall remain in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with Section 6.3(b).

6.2 *Termination.*

- (a) Termination Resulting from the End of Services. This Agreement shall terminate if the Underlying Agreement(s) under which Covered Entity discloses PHI to Business Associate terminates for any reason, or if the Services that give rise to the necessity of a business associate agreement terminate for any reason.

- (b) Termination for Cause. Upon either Party's knowledge of a material breach of this

Agreement by the other Party, the non-breaching Party must either:

1. Provide an opportunity for the breaching Party to cure the breach or end the violation opportunity to cure the breach within thirty (30) business days, and if the breaching Party does not cure the breach or end the violation within thirty (30) business days, the non-breaching Party shall terminate this Agreement; or
2. Immediately terminate this Agreement if cure is not possible.

6.3 *Return or Destruction of PHI.*

- (a) Except as provided in paragraph (b) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. This provision shall also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall retain no copies of the PHI.
- (b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate and its Subcontractors shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or its Subcontractors maintain such PHI.

7. MISCELLANEOUS

7.1 *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule, the Security Rule, HIPAA, or ARRA, or any other reference to a law or regulation, means the section or law as in effect as of the date of this Agreement or as subsequently amended.

7.2 *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.3 *Survival.* The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the Privacy Rule, the Security Rule, HIPAA, and ARRA.

7.5 *Relationship to Other Agreement Provisions.* If a provision of this Agreement is contrary to a provision of an Underlying Agreement or Agreements under which Covered Entity discloses PHI to Business Associate, the provision of this Agreement shall control. Otherwise, this Agreement shall be construed under, and in accordance with, the terms of such Underlying Agreement or Agreements between the Parties.

7.6 *Prior Business Associate Agreements.* Consistent with Section 7.5, this Agreement shall supersede any and all prior business associate agreement(s), or terms of other agreements addressing the privacy and security of PHI, between the Parties.

7.7 *No Third-Party Beneficiaries.* Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity or

Business Associate any rights, remedies, obligations, or liabilities whatsoever.

7.8 *Modification of Agreement.* No alteration, amendment, or modification of the terms of this Agreement shall be valid or effective unless in writing and signed by Business Associate and Covered Entity.

7.9 *Relationship of Parties.* Business Associate, in furnishing services to Covered Entity, is acting as an independent contractor, and Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed, all work to be performed by Business Associate under this Agreement. Business Associate is not an agent of Covered Entity and has no authority to represent Covered Entity as to any matters, except as expressly authorized in this Agreement.

7.10 *Notices.* Any notices required or permitted to be given under this Agreement by either Party shall be given in writing: (a) by personal delivery; (b) by electronic facsimile with confirmation sent by United States first class mail; (c) by bonded courier or nationally recognized overnight delivery service; or (d) by United States first class registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below or to such other addresses as the Parties may request in writing by notice pursuant to this Section 7.10. Notices shall be deemed received on the earliest personal delivery, upon the next business day after delivery by electronic facsimile with confirmation that the transmission was completed or upon receipt by any other method of delivery.

Covered Entity: City of Caledonia, 5043 Chester Ln. Caledonia, Wi. 53402

Business Associate: Paramedic Billing Services, Inc., c/o Privacy Officer, 395 West Lake Street, Elmhurst, IL 60126

7.11 *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

7.12 *Counterparts.* This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers and made effective as of the Effective Date.

Paramedic Billing Services, Inc.
Business Associate

By: _____
Print Name: _____
Title: _____
Date: _____

City of Caledonia, Covered Entity

By: _____
Print Name: _____
Title: _____
Date: _____

**RESOLUTION NO. 2025-86
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING A BUILDING, SITE, AND OPERATION PLAN FOR THE
CONSTRUCTION OF A ±9,440 SQUARE-FOOT COMMERCIAL BUILDING FOR THE
PURPOSE OF A SEMI-TRAILER STORAGE AND REPAIR FACILITY LOCATED ALONG USH
41 IN THE VILLAGE OF RAYMOND UNDER THE COOPERATIVE BOUNDARY AGREEMENT
DATED NOVEMBER 12, 2009 BETWEEN THE VILLAGE OF CALEDONIA AND THE VILLAGE
OF RAYMOND UNDER SEC. 66.0307, WIS. STATS.**

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

WHEREAS, The Cooperative Plan dated November 12, 2009 between the Village of Caledonia and the Village of Raymond gives the Village of Caledonia authority to approve or deny requests for amendments to the Village of Raymond Land Use Plan and requests to rezone property, conditionals uses, sign plans, site plans, and certified survey maps if within the jurisdictional area of the Cooperative Plan;

WHEREAS, Scott Truehl, Agent, requested approval of a building, site, and operation plan for the construction of a ±9,440 square-foot commercial building located along USH 41, Parcel ID No. 168-04-21-25-004-200 in the Village of Raymond. This parcel is within the jurisdictional area of the Cooperative Plan giving the Village of Caledonia approving authority; and

WHEREAS, the Village of Raymond has approved the building, site, and operation plan for the construction of a ±9,440 square-foot commercial building and the Village of Caledonia Plan Commission has recommended approval of the building, site, and operation plan for the following reason:

1. The proposed use is allowed by underlying zoning through the cooperative boundary agreement review process.
2. The proposed use meets the intent of the Village of Caledonia development standards and finds that the proposed use is a spectacular use for this parcel without connecting to sewer and water in accordance with the Cooperative Boundary Agreement between the Villages of Caledonia and Raymond.
3. Any change of use will require review by the Village of Raymond and the Village of Caledonia.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia that the requested building, site, and operation plan as set forth above is hereby approved, subject to the same conditions imposed by the Village of Raymond, as being consistent with the intent and requirements of the Cooperative Plan.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**RESOLUTION NO. 2025-87
VILLAGE OF CALEDONIA**

A RESOLUTION APPROVING THE FINAL PLAT FOR THOMAS FARMS SUBDIVISION

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

WHEREAS, the applicant, Dan Szczap with Bear Development, has submitted a Final Plat for the Thomas Farms subdivision to the Village for consideration on behalf of the Owner – Thomas Tree Plantation, LLC. The Final Plat would create 62 lots and 2 Outlots from parcels 104-04-23-17-081-000 and 104-04-23-17-077-000; and

WHEREAS, the Village Board and Plan Commission approved the Concept Plan via Resolution 2024-100 on October 8, 2024. This Concept Plan and Resolution established the Base Development Yield of 3.64 units per acre and authorized waivers to the 40% Open Space and Conservation Easement requirements; and

WHEREAS, the Village Board and Plan Commission approved the Preliminary Plat via Resolution 2025-029 on April 8, 2025; and

WHEREAS, after Staff review of the Final Plat of Thomas Farms, the Village Engineer submitted a Memo to the Village Plan Commission. The Village Engineer's Memo dated October 20, 2025, attached hereto as **Exhibit A**, recommended conditional approval of the Final Plat subject to the 12 conditions listed therein; and

WHEREAS, the Village Plan Commission on October 27, 2025, recommended conditional approval of the Final Plat for Thomas Farms Subdivision in accordance with the Village Engineers Memo (**Exhibit A**); and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the Final Plat for Thomas Farms Subdivision is hereby approved for the reasons and requirements set forth in **Exhibit A**, and subject to the same conditions imposed by the Village Plan Commission, and as described in **Exhibit A** and in compliance with all applicable Village Ordinances.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

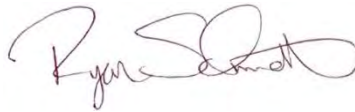
Attest: _____
Jennifer Bass
Village Clerk

Plan Commission Staff Report

Date: October 20, 2025

To: Plan Commission
Village Board

From: Ryan Schmidt, P.E.
Village Engineer



Re: Thomas Farms Subdivision – Final Plat

Recommended Motion

That the Plan Commission recommends to the Village Board to approve the Final Plat for the Thomas Farms subdivision subject to the 12 conditions listed in Exhibit A of this report.

Background Information

The Village Planning Department and Engineering Department has received a Final Plat for the Thomas Farms Subdivision located along 5 Mile Road. The proposed subdivision includes 62 lots on approximately 28.2582 acres (gross). All lots are proposed to be placed along new Village Roadways and includes the extension of 5 Mile Road west from Charles Street across the Klema Ditch. This subdivision is also within the newly created TID 6.

The Thomas Farms Subdivision Concept Plan was approved by the Village Board on October 8, 2024. This included waivers to the 40% Open Space and Conservation Easement requirements and established a Base Development Yield of 3.46 units per acre. A Comprehensive Plan Amendment was adopted by the Village Board on January 14, 2025 via Ordinance 2025-01 to change the parcels proposed for this subdivision from low density residential to medium density residential. In addition, a Zoning District and Map Amendment was approved on January 14, 2025 for the Rezoning of the proposed subdivision parcels to R-5. The Preliminary Plat was approved by the Village Board on April 8, 2025 via Resolution 2025-029.

Zoning & Planning

The proposed subdivision, as described above, is required to meet the R-5 Zoning District requirements. The minimum lot size of 10,890 sq. ft. and 75' of frontage is required. All the proposed lots for the Final Plat meet and exceed these values. The shoreland zoning district from the navigable waterway (Klema Ditch) needs to be shown. The 75' structural setback from the OHWM and the 300' shoreland zoning setback shall be placed on the Final Plat.

Engineering

The final Civil/Site Engineering Plans and Storm Water Management Plan are in the final stages of review and approval with Village Staff. Easements will need to be updated to reflect the most recent comments on those plans, including the removal of the public utility easement along lots abutting an Outlot, expanded or modified drainage easements, and further restriction on the corner lots along

5 Mile Road. The 12' Public Utility Easements can be removed from a majority of the Plat with the exception of the lots required for rear yard drainage. Utilities like We Energies utilize the front yards for installation and easements now compared with what was done in the past and are not needed on all lots, especially those that abut an Outlot.

There is a legal description gap along the south edge of 5 Mile Road which restricts the ROW from 40' down to 33'. This was not addressed in the Preliminary Plat but should be reviewed by the Developer with Staff. The Village Owned Land across the Klema Ditch needs to be dedicated as Public ROW. The Developer's surveyors shall draft the legal exhibits and provide the information necessary to dedicate this portion of land for the Village to execute and record.

Leawood Drive is incorrectly named and should be Leawood Lane. 5 Mile Road should not have "East" in front of it.

A Development Agreement is being presented for review and approval at the October 28th, 2025, Village Board meeting. A Draft set of HOA restrictive covenants should be presented to the Village Attorney and Staff for review.

Utility

The SWMP and Civil Plans will go before the Caledonia Utility District for review and approval in November. As mentioned above, these plans are in the final stages of review and approval. The developer shall submit and get approvals for the extension of Sanitary Sewer and Watermain to the Wisconsin DNR and Racine Wastewater Utility once approval from the Utility District is obtained.

Environmental

A wetland delineation was performed in 2022 and included both the Audubon Arboretum and the proposed subdivision. They are shown on the Final Plat as required and a copy is on file with the Village. The required buffers are shown and the new limits because of waivers.

Village Staff has reviewed the proposed Final Plat and recommends the motion listed at the top of the page subject to the 12 conditions attached in Exhibit A.

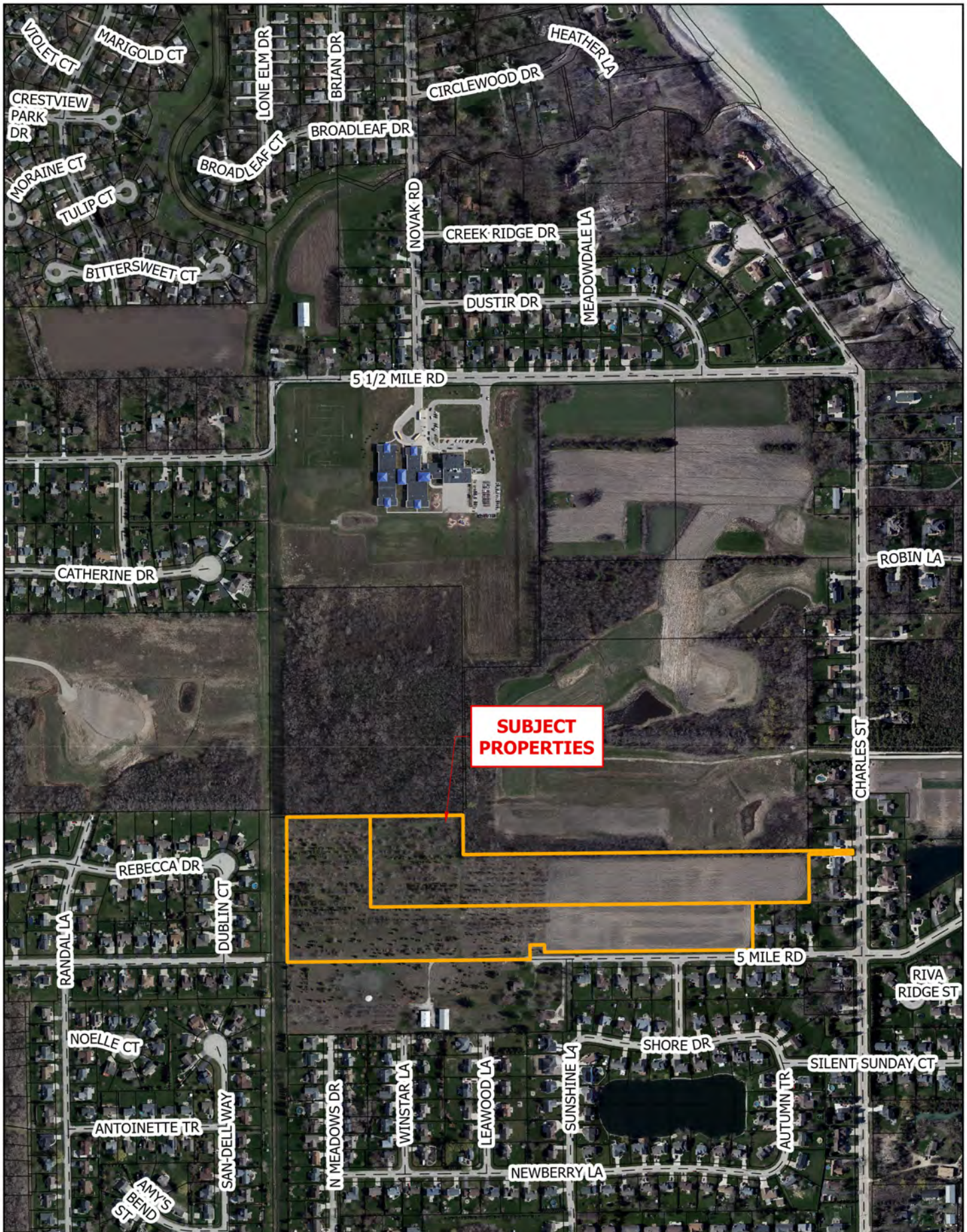
Exhibit A

Conditions of approval for the proposed Final Plat of Thomas Farms Subdivision:

1. The Developer submits DNR approval of the sewer and water extension plans.
2. Final Plat needs to have street names corrected. Leawood Lane and 5 Mile Road as listed in the staff report.
3. Final Plat should be updated to include revisions made to the Civil/Site Plan Set at the direction of Village Staff which includes modified drainage easements and more.
4. No Access Restrictions need to be extended for the entire 5 Mile frontage for Lots 3, 30, 31, 40, 45, 56.
5. Remove the 12' Public Utility Easement on all lots other than what is required for rear yard drainage.
6. The Developer continues to work with the Engineering and Utility Departments to finalize the set of Site Grading, Drainage, Utility, Engineering, and Storm Water Management Plans for the proposed subdivision that are approved by both the Utility District and Village Board.
7. The Developer executes the Development Agreement schedule for the Village Board on October 28, 2025.
8. The Developer provides and executes the necessary easements for the proposed storm water ponds, including area that is on abutting property.
9. Prior to any construction or earthmoving activities, the Developer or his/her Contractor shall obtain a Land Disturbance Permit with the Village and DNR.
10. The Developer submits a draft set of restrictive covenants for the HOA for Staff and the Village Attorney to review.
11. The Developer shall record the Final Plat within the deadlines outlined in Village Code 14-3-3(h)(7)c and Wisconsin State Statutes 236.
12. Developer's surveyor to provide the legal description and exhibits necessary to dedicate the land across the Klema Ditch as Public Road ROW. The Village will execute and record. This is separate from the Final Plat approval but shall be completed.

5 MILE RD PROPERTIES

0 250 500 1,000
US Feet





Providing Creative Real Estate Solutions to Build Better Communities

September 29, 2025

Mr. Pete Wagner
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

Re: Thomas Farms – Preliminary Plat

Dear Mr. Wagner:

Bear Development, LLC is pleased to submit this letter and the enclosed submittal materials as formal application for Final Plat review. Bear Development is acting with the authorization of the owner of record, Thomas Tree Plantation, LLC.

Project Summary

Thomas Tree Plantation, LLC is the owner of record of approximately 28.26 acres of vacant land in the Village of Caledonia, specifically Tax Key Parcels 103032317081000 and 14042317077000. The property is located on the north side of 5 Mile Road approximately 500 feet west of Charles Street. Bear Development, LLC is respectfully requesting Final Plat approval to facilitate a 62 lot single-family residential neighborhood.

Current Land Use

The subject property is unimproved and is actively farmed for row crops and nursery stock.

Proposed Use

Bear Development, LLC is seeking approval for a single-family residential neighborhood consisting of sixty-two (62) homesites and two (2) outlots.

Village of Caledonia Land Use Map

The subject property is designated Medium Density Residential.

Existing Zoning

The subject property is zoned R-5 Single Family Residential.

Current Entitlements

- | | |
|---|-------------------------------|
| • Conceptual Plan Approval | (Village Resolution 2024-100) |
| • Comprehensive Land Use Plan Amendment | (Village Ordinance 2025-01) |
| • Rezoning | (Village Resolution 2025-01) |
| • TID #6 Project Plan | (Village Resolution 2024-042) |
| • Preliminary Plat | (Village Resolution 2025-029) |



Phone: 262.694.2327



www.beardevelopment.com



4011 80th Street, Kenosha, WI 53142



Providing Creative Real Estate Solutions to Build Better Communities

Proposed Final Plat

Bear Development, LLC, respectfully request Village of Caledonia review and approval of the enclosed Final Plat. The Final Plat includes:

- Gross Land Area of 27.37 acres
- A total of 62 Lots and 2 Outlots
- Lots 1-62 are Single Family lots with bulk requirements meeting the R-5 Residential zoning standards.
- Outlot 1 is designated for Stormwater Retention and Open Space.
- Outlot 2 is designated for Stormwater Retention and Open Space.
- All Lots are to be serviced by public water and sanitary sewer service.

Should you have any questions regarding this request, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

Daniel Szczap
Bear Development, LLC



Phone: 262.694.2327



www.beardevelopment.com



4011 80th Street, Kenosha, WI 53142

THOMAS FARMS

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.

R-5 SINGLE FAMILY RESIDENTIAL DISTRICT
FRONT SETBACK = 25 FEET
SIDEYARD = 10 FEET
REARYARD = 25 FEET

PREPARED FOR
Bear Development
4011 80th Street
Kenosha, WI 53142

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

REVIEWING AGENCIES:
- Village of Caledonia
- Department of Administration

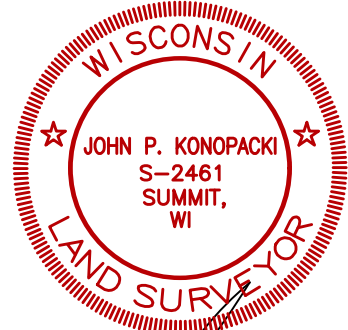
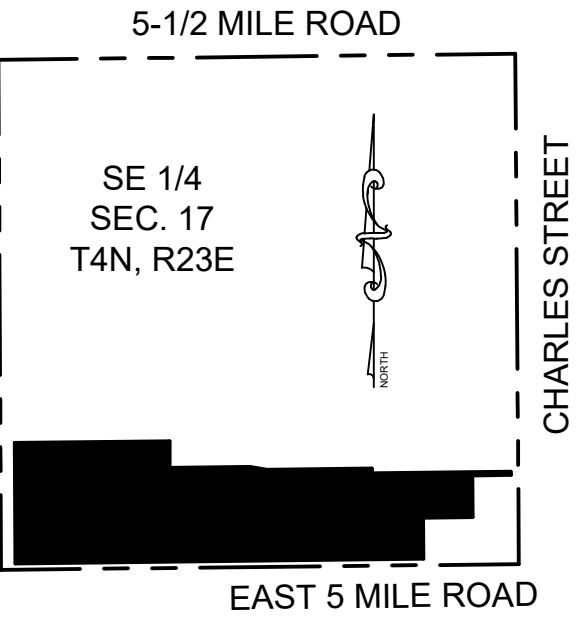
There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



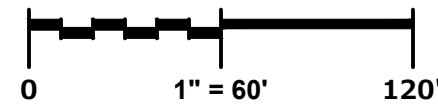
VICINITY MAP
SCALE 1"=1000'



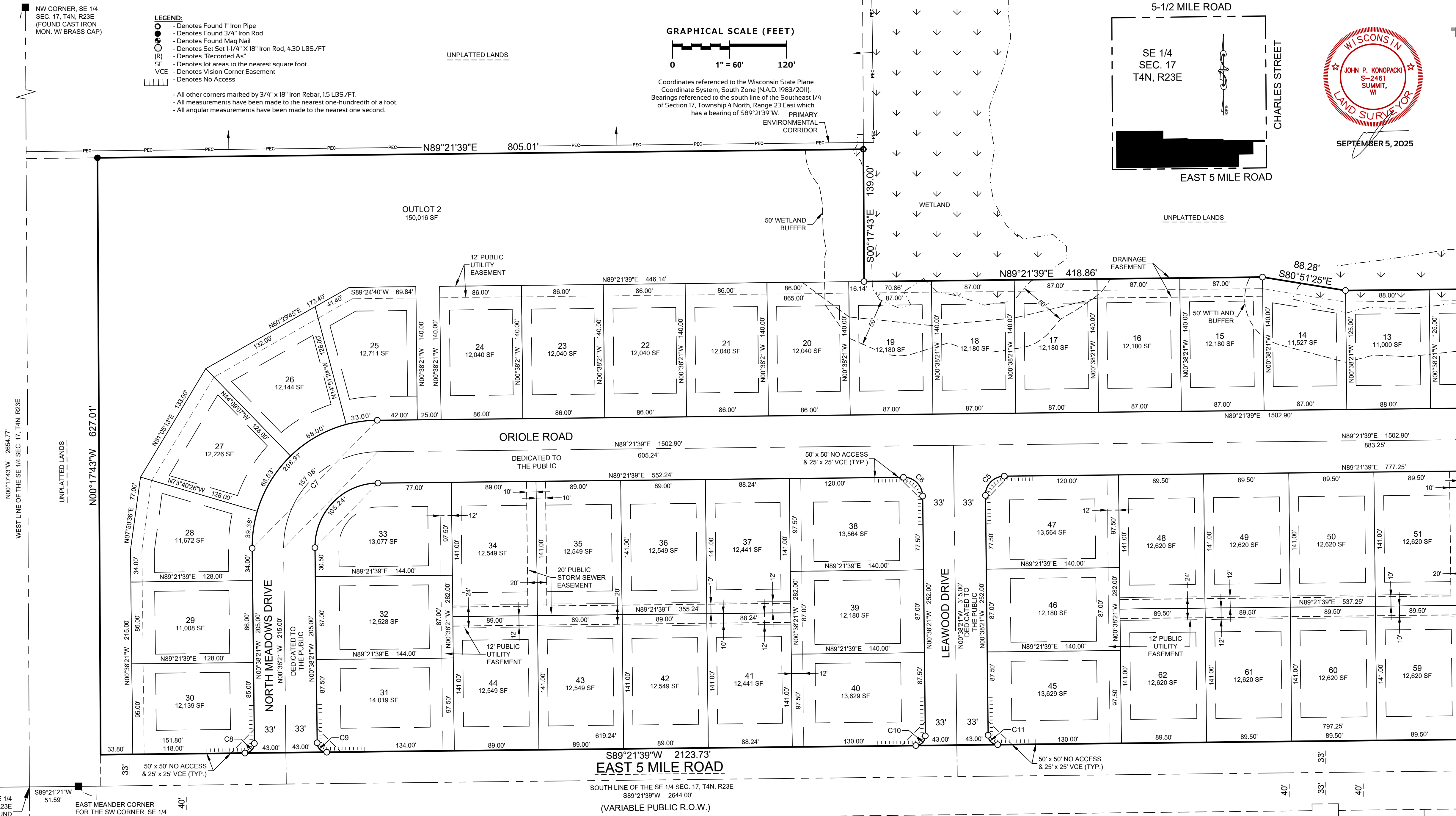
SEPTEMBER 5, 2025

- LEGEND:**
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Found Mag Nail
 - Denotes Set Set 1-1/4" X 18" Iron Rod, 4.30 LB5/FT
 - Denotes "Recorded As"
 - Denotes lot areas to the nearest square foot.
 - Denotes Vision Corner Easement
 - Denotes No Access
- All other corners marked by 3/4" x 18" Iron Rebar, 15 LB5/FT.
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.

GRAPHICAL SCALE (FEET)



Coordinates referenced to the Wisconsin State Plane
Coordinate System, South Zone (N.A.D. 1983/2011).
Bearings referenced to the south line of the Southeast 1/4
of Section 17, Township 4 North, Range 23 East which
has a bearing of S89°21'39"W. PRIMARY
ENVIRONMENTAL
CORRIDOR



SW CORNER, SE 1/4
SEC. 17, T4N, R23E
(NO MONUMENT FOUND
IN CENTER OF CANAL)

EAST MEANDER CORNER
FOR THE SW CORNER, SE 1/4
SEC. 17, T4N, R23E
(FOUND CAST IRON MON. W/
BRASS CAP)

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

PINNACLE ENGINEERING GROUP

THOMAS FARMS

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.

UTILITY EASEMENT PROVISIONS

An easement for electric and communications service is hereby granted by

Bear Development, LLC. AND Audubon Park - Racine, LLC., Grantors, to

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin Corporation doing business as WE Energies, Grantee

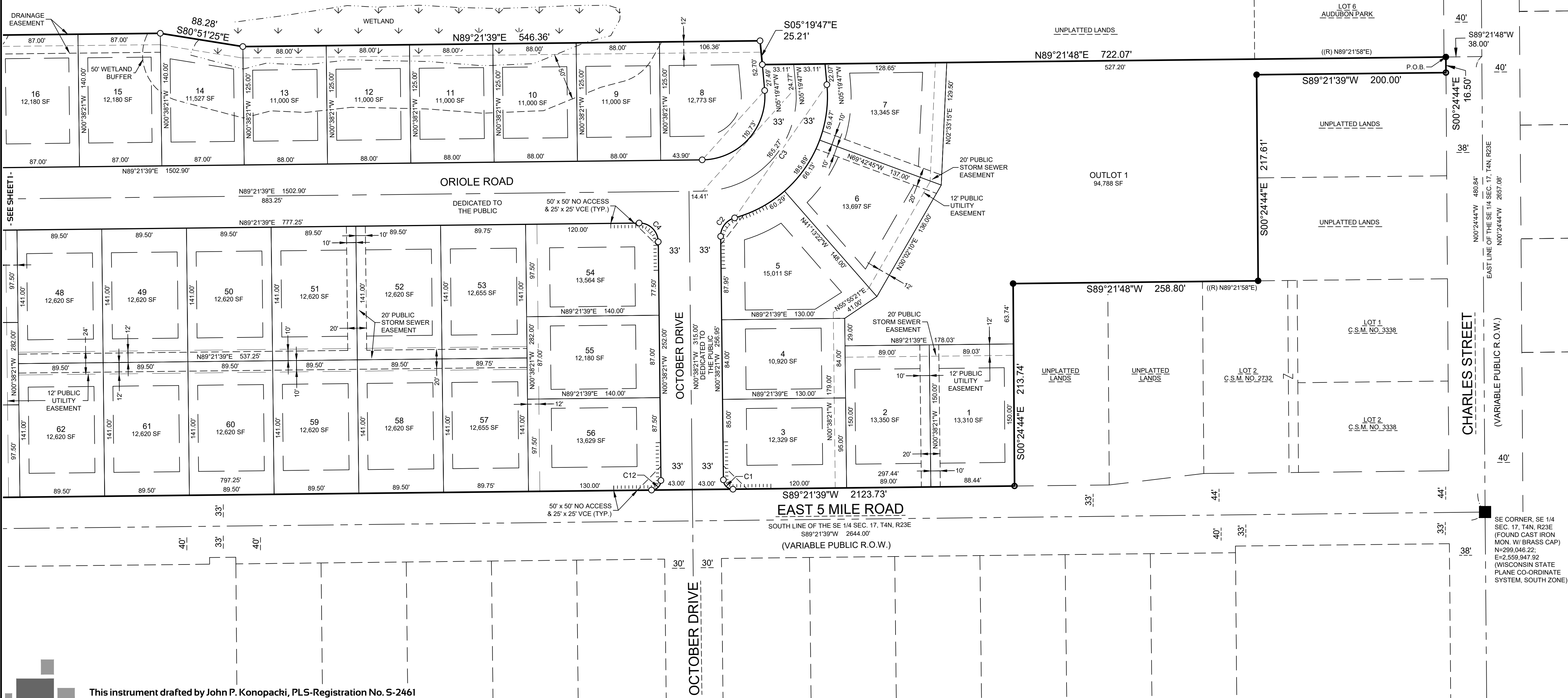
WISCONSIN BELL, INC., d/b/a AT&T WISCONSIN, a Wisconsin Corporation, Grantee

and TIME WARNER ENTERTAINMENT COMPANY, L.P., Grantee,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonable required incident to the rights herein given, and the right to enter upon the subdivided property of all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonable possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or communication facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

UNPLATTED LANDS



- LEGEND:
- Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Found Mag Nail
 - Denotes Set 1-1/4" X 18" Iron Rod, 4.30 LBS./FT
 - (R) Denotes "Recorded As"
 - SF Denotes lot areas to the nearest square foot.
 - VCE Denotes Vision Corner Easement
 - ||||| Denotes No Access

- All other corners marked by 3/4" x 18" Iron Rebar, 15 LBS./FT.
- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.

R-5 SINGLE FAMILY RESIDENTIAL DISTRICT
FRONT SETBACK = 25 FEET
SIDEYARD = 10 FEET
REARYARD = 25 FEET

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

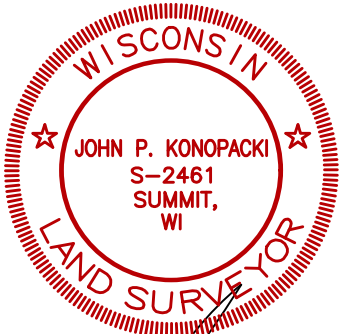
Department of Administration



GRAPHICAL SCALE (FEET)

0 1" = 60' 120'

Coordinates referenced to the Wisconsin State Plane
Coordinate System, South Zone (N.A.D. 1983/2011).
Bearings referenced to the south line of the Southeast 1/4
of Section 17, Township 4 North, Range 23 East which
has a bearing of S89°21'39"W.



SEPTEMBER 5, 2025

www.pinnacle-engr.com



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

PINNACLE ENGINEERING GROUP

DRAFTED BY:

PEG/08#3002.00
SHEET 2 OF 3

THOMAS FARMS

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.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

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

That I have surveyed, mapped and divided that 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 it's 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, 2123.73 feet; thence North 00°17'43" West, 627.01 feet; thence North 89°21'39" East, 805.01 feet; thence South 00°17'43" East, 139.00 feet; thence North 89°21'39" East, 418.86 feet; thence South 80°51'25" East, 88.28 feet; thence North 89°21'39" East, 546.36 feet; thence South 05°19'47" East, 25.21 feet; thence North 89°21'48" East, 722.07 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 1,192,449 square feet (27.3749 acres) of land Gross and 1,018,489 square feet (23.3813 acres) of land Net more or less.

That I have made such survey, land division and map by the direction of BEAR DEVELOPMENT LLC AND AUDUBON PARK - RACINE LLC, owners of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes and the Village of Caledonia Land Division Ordinance in surveying, mapping and dividing the land within the subdivision plat.

Date: SEPTEMBER 5, 2025



John P. Konopacki
Professional Land Surveyor S-2461

CURVE TABLE								
CURVE NO.		LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT	TANGENT
C1	LOT 3	15.71'	10.00'	090°00'01"	N45°38'22"W	14.14'	N00°38'21"W	S89°21'38"W
C2	LOT 5	26.32'	20.00'	075°23'23"	N37°03'20"E	24.46'	N74°45'02"E	N00°38'21"W
C3	CENTERLINE	165.27'	100.00'	094°41'26"	N42°00'56"E	147.09'	N05°19'47"W	N89°21'39"E
	SE ROW	185.89'	133.00'	080°04'49"	N34°42'37"E	171.12'	N05°19'47"W	N74°45'02"E
	LOT 5	60.29'	133.00'	025°58'24"	N61°45'50"E	59.78'	N48°46'38"E	N74°45'02"E
	LOT 6	66.13'	133.00'	028°29'22"	N34°31'56"E	65.45'	N20°17'15"E	N48°46'38"E
	LOT 7	59.47'	133.00'	025°37'02"	N07°28'44"E	58.97'	N05°19'47"W	N20°17'15"E
	NW ROW	110.73'	67.00'	094°41'26"	N42°00'56"E	98.55'	N05°19'47"W	N89°21'39"E
C4	LOT 54	31.42'	20.00'	090°00'00"	N45°38'21"W	28.28'	N00°38'21"W	S89°21'39"W
C5	LOT 47	31.42'	20.00'	090°00'00"	N44°21'39"E	28.28'	N89°21'39"E	N00°38'21"W
C6	LOT 38	31.42'	20.00'	090°00'00"	N45°38'21"W	28.28'	N00°38'21"W	S89°21'39"W
C7	CENTERLINE	157.08'	100.00'	090°00'00"	N44°21'39"E	141.42'	N89°21'39"E	N00°38'21"W
	SE ROW	105.24'	67.00'	090°00'00"	N44°21'39"E	94.75'	N89°21'39"E	N00°38'21"W
	NE ROW	208.91'	133.00'	090°00'00"	N44°21'39"E	188.09'	N89°21'39"E	N00°38'21"W
	LOT 25	33.00'	133.00'	014°13'02"	N82°15'07"E	32.92'	N75°08'36"E	N89°21'39"E
	LOT 26	68.00'	133.00'	029°17'43"	N60°29'45"E	67.26'	N45°50'53"E	N75°08'36"E
	LOT 27	68.53'	133.00'	029°31'20"	N31°05'13"E	67.77'	N16°19'34"E	N45°50'53"E
	LOT 28	39.38'	133.00'	016°57'55"	N07°50'36"E	39.24'	N00°38'21"W	N16°19'34"E
C8	LOT 30	15.71'	10.00'	090°00'00"	N44°21'39"E	14.14'	N00°38'21"W	N89°21'39"E
C9	LOT 31	15.71'	10.00'	090°00'00"	N45°38'21"W	14.14'	N00°38'21"W	S89°21'39"W
C10	LOT 40	15.71'	10.00'	090°00'00"	N44°21'39"E	14.14'	N89°21'39"E	N00°38'21"W
C11	LOT 45	15.71'	10.00'	090°00'00"	N45°38'21"W	14.14'	N00°38'21"W	S89°21'39"W
C12	LOT 56	15.71'	10.00'	090°00'00"	N44°21'39"E	14.14'	N89°21'39"E	N00°38'21"W

OWNER'S CERTIFICATE OF DEDICATION

BEAR DEVELOPMENT LLC AND AUDUBON PARK - RACINE LLC, Limited Liability Companies duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owners, do hereby certify that said limited liability companies caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

BEAR DEVELOPMENT LLC AND AUDUBON PARK - RACINE LLC, as owners, do further certify that this plat is required by s.236.10 or s.236.12 of the Wisconsin State Statutes to be submitted to the following for approval:

- Village of Caledonia
- Department of Transportation

IN WITNESS WHEREOF, the said BEAR DEVELOPMENT LLC has caused these presents to be signed by (name - print)

_____, (title) _____, at (city) _____,
_____, County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: BEAR DEVELOPMENT LLC

Name (signature) - Title

IN WITNESS WHEREOF, the said AUDUBON PARK - RACINE LLC has caused these presents to be signed by (name - print)

_____, (title) _____, at (city) _____,
_____, County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: AUDUBON PARK - RACINE LLC

Name (signature) - Title

STATE OF WISCONSIN)
_____, COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, (title) _____, of the above named BEAR DEVELOPMENT LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

STATE OF WISCONSIN)
_____, COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, (title) _____, of the above named AUDUBON PARK - RACINE LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE - BEAR DEVELOPMENT LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date _____ Name - Title _____

STATE OF WISCONSIN)
_____, COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE - AUDUBON PARK - RACINE LLC

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its _____, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date _____ Name - Title _____

STATE OF WISCONSIN)
_____, COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____



Department of Administration

NOTES:

- All Lots to be serviced by public sanitary sewer and water main.
- All streets will be improved to Village of Caledonia specifications.
- Flood Zone Classification: The property lies with in Zone "X" of the Flood Insurance Rate Map Community Panel No. 55101C0116E with an effective date of JANUARY 11, 2024. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
- OUTLOT OWNERSHIP AND PURPOSE: Outlot 1 & Outlot 2 of the plat of THOMAS FARMS shall be maintained by the THOMAS FARMS Homeowners Association for Storm Water Retention purposes. The Homeowners Association shall maintain said Outlots in an unobstructed condition so as to maintain their intended purpose. Construction of any building, grading or filling in said Outlot is prohibited unless approved by the Village of Caledonia. The Homeowners Association grants to the Village the right (but not the responsibility) to enter upon the Outlots in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said Outlots may be placed against the tax roll for said association and collected as a special charge by the Village.
- WETLAND PRESERVATION RESTRICTIONS
Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. The removal of topsoil or other earthen materials shall be prohibited. The removal or destruction of any native vegetative cover, ie., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, dying or diseased vegetation, non-indigenous species or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Racine County. Grazing by domesticated animals, ie., horses, cows, etc., shall be prohibited. The introduction of plant material not indigenous to the existing environment of the wetland area or primary environmental corridor shall be prohibited. Creation of a mown landscape, gardening, cultivating, or depositing yard waste of any type shall be prohibited. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers. Construction of buildings within the wetland boundary is prohibited. All wetlands on site will have a 50' buffer to which no impervious surface may drain. Houses and any other structures (such as concrete patios) within the 50' wetland buffer must have a drainage system to direct all storm water runoff at least 50' away from the designated wetland area. Storm water runoff that will not be discharged at least 50' away from the wetland must be first routed through a Wisconsin Department of Natural Resources approved device which will provide adequate water treatment prior to discharging closer than 50'. Wood deck patios with spacing between the boards and draining onto a gravel base or naturally vegetated area including mowed lawn are not considered impervious surfaces.
- BASEMENT RESTRICTION: Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.
- Wetlands delineated by Heartland Ecological Group OCTOBER 19, 2022.
- WETLAND BUFFERS: All wetlands on site have a 50 foot buffer to which no impervious surface may drain.
- All Lots shall be restricted to 1 access per single family lot.
- Lots filled greater than 3 feet may require additional courses in the foundations to reach suitable soil. Will need to provide a soil compaction certification for the areas of greater that 3 feet of fill.
- Driveways shall not have a centerline slope steeper than 6%.
- VCE (Vision Corner Easement) Restrictions: No structure or improvements of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Village of Caledonia on this _____ day of _____, 2025.

Date _____ Tom Weatherston, Chairman

Date _____ Jennifer Bass, Village Clerk

VILLAGE BOARD APPROVAL

Approved by the Village Board of the Village of Caledonia, Wisconsin, on this _____ day of _____, 2025.

Date _____ Tom Weatherston, Village President

Date _____ Jennifer Bass, Village Clerk

TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
KENOSHA COUNTY) SS

I, Jennifer Bass, being duly elected, qualified and acting Treasurer of the Village of Caledonia, do hereby certify in accordance with the records in my office, that there are no unpaid taxes or special assessments as of _____ day of _____, 2025 on any of the lands in THOMAS FARMS.

Date _____ Jennifer Bass, Village Treasurer

RACINE COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
RACINE COUNTY) SS

I, Jeff Latus, being duly appointed Treasurer of the County of Racine, do hereby certify in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____ day of _____, 2025 on any of the lands in the subdivision plat.

Date _____ Jeff Latus, Racine County Treasurer

**RESOLUTION NO. 2025-088
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING A WAIVER TO 14-3-5(b) (CONSERVATION EASEMENT)
FOR HOMESTEAD ACRES SUBDIVISION, AUTHORIZING ACCEPTANCE OF A
PRESERVATION EASEMENT AND AUTHORIZING AN AMENDMENT TO THE
DEVELOPMENT AGREEMENT TO ADDRESS THE WAIVER**

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

WHEREAS, Nancy Washburn, the agent on behalf of the developer of Homestead Acres Subdivision, has requested a waiver to Title 14-3-5(b) that requires a conservation easement over common open space in a conservation subdivision. This request has been included as **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, the agent for the developer has presented evidence that the major land trust (SENO) declined to be the holder of the conservation easement for this subdivision; and

WHEREAS, the developer has proposed an alternative solution of granting a “preservation easement” to the Village of Caledonia that would run over the common open space, which would still be owned in percentage interest ownership by the lot owners in the subdivision. The Homeowner’s Association (and ultimately the lot owners) would be required to manage the common open space and enforce the easement parameters in accordance with the same approved stewardship plan. The Village of Caledonia, along with the individual lot owners, would have third party enforcement rights. In order to implement this alternative, the Village will need to waive the requirement of Title 14-3-5(b); and

WHEREAS, Staff has reviewed the request and Stewardship Plan and through the Staff Report dated October 20, 2025 included hereto as Exhibit A, recommended approval by the Plan Commission of the waiver to Title 14-3-5(b) requiring the Conservation Easement; and

WHEREAS, the Village Plan Commission on October 27, 2025, recommended conditional approval of the waiver to Title 14-3-5(b) for Homestead Acres Subdivision in accordance with the Letter (**Exhibit A**) and Staff Report (attached hereto as **Exhibit B**); and

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Caledonia that the waiver to Title 14-3-5(b) for Homestead Acres Subdivision is hereby approved for the reasons and requirements set forth in **Exhibit A and B**, and subject to the same conditions imposed by the Village Plan Commission, and in compliance with all applicable Village Ordinances;

BE IT FURTHER RESOLVED, by the Village Board of the Village of Caledonia that the Village is authorized to accept the grant of the Preservation Easement as an alternative to the Conservation Easement in substantially the form attached hereto as **Exhibit C** and that the final form of the Preservation Easement shall be reviewed and approved by the Village Administrator and Village Attorney as directed by the Village Board; and

BE IT FURTHER RESOLVED, by the Village Board of the Village of Caledonia that the Development Agreement shall be amended to account for the grant of the Preservation Easement as an alternative to the Conservation Easement and that the final form of the Amendment to Development Agreement shall be reviewed and approved by the Village Administrator and Village Attorney as directed by the Village Board;

BE IT FURTHER RESOLVED, that the Village President and Clerk are authorized to execute all documents provided for under this resolution and the Village Administrator and Village Engineer are authorized to take such actions as are consistent with the approvals provided for under this Resolution.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

770272.078

October 20, 2025

Mr. Ryan Schmidt
Village Engineer
Village of Caledonia
5043 Chester Lane
Racine, WI 43402

Re: Homestead – Request for Waiver

Dear Ryan,

Pursuant to the discussion ongoing with Village Staff and Attorney Ekes, The Newport Group, LTD, owner and Developer is requesting a Waiver to the Ordinance as it regards Conservation Easements.

The current Village code requires that a conservation easement be placed on protected open spaces. Per State Statute, the only entities that can hold that easement are actual Conservation Trusts or government or municipal entities.

We have submitted the request to SENO, the former Kenosha Racine Land Trust, for their review and response in writing to us. SENO has created guidelines for sites that they may consider. They have a minimum size requirement of 10 acres and are looking for pristine quality sites, with endangered species of plants, animals or wildlife. As of their preliminary review this project does not meet their criteria. We are waiting for a November SENO Board meeting for the Board to send us that in writing. I forwarded those emails received from Stacy, their Executive Director which stated their likely denial.

In the meantime, The Developer is suggesting that we place a Protection Easement on the wetland area of the plat. It basically gives the HOA the responsibility to manage the protected area using the established Stewardship Plan as their management tool.

The Developer is going to initiate the Stewardship Plan until such time as the HOA takes over.

I have attached a draft of such a Protection Easement for your review and use.

Nancy Washburn – LDA
nancylynnwashburn@gmail.com

We are requesting this be placed on the October Plan Commission for discussion and possible action.

Please let me know what else you need!

Respectfully Submitted,

Nancy Washburn

Nancy Washburn
Land Development Administration, LLC
Agent for The Newport Group

Cc: Raymond C. Leffler

RE: External: Re: External: RE: Re: Homestead issues

From nancylynnwashburn@gmail.com <nancylynnwashburn@gmail.com>

Date Wed 10/8/2025 2:10 PM

To Todd Willis <TWillis@caledonia-wi.gov>; 'Elaine Sutton Ekes' <esekes@peglawfirm.com>; Ryan Schmidt <RSchmidt@caledonia-wi.gov>

Cc 'Eileen M. Zaffiro' <ezaffiro@peglawfirm.com>

Good Afternoon All,

Just as a follow up, I spoke with Mark Lesko from SENO regards Homestead yesterday. He is putting the site through their vetting process which included me sending them the plat, wetland delineation and the Stewardship Plan.

His initial thoughts were that SENO has a 10 acre minimum property size, that they are most interested in pristine projects that have hardwood stands, high quality wetlands or vegetation to protect, and endangered species either plant or animal.

They have a committee process, for answering us in writing. They have been given our dates for upcoming meetings and I hope to have at least an opinion from their Executive Director prior to the plan commission meeting.

Hope this is helpful in moving this forward.

Nancy Washburn

Land Development Administration

7450 County Line Rd.

Mount Pleasant, WI 53403

262-818-1836

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FW: Homestead Acres

From nancylynnwashburn@gmail.com <nancylynnwashburn@gmail.com>

Date Tue 10/14/2025 2:09 PM

To 'Elaine Sutton Ekes' <esekes@peglawfirm.com>; Todd Willis <TWillis@caledonia-wi.gov>; Ryan Schmidt <RSchmidt@caledonia-wi.gov>

I asked Stacy from SENO for as best an update as she could give me and this was her reply yesterday. Not sure if this will come up tonight, if it does I will be prepared to speak to it.

Nancy Washburn

Land Development Administration

7450 County Line Rd.

Mount Pleasant, WI 53403

262-818-1836

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From: stacy@senokrlt.org <stacy@senokrlt.org>

Sent: Monday, October 13, 2025 12:21 PM

To: nancylynnwashburn@gmail.com

Subject: RE: Homestead Acres

Good morning Nancy!

We have looked at it. I haven't been able to get any board or committee to vet, but based on initial review by myself and Mark we are inclined to say it probably does not meet our selection criteria. While the committee as a whole will have the

final say, I don't have a meeting scheduled till the beginning of November (since committee members are away on vacation). I'll update you as soon as I get can get final word.

Like you said in your prior email, although the decision isn't final I would say that it's likely the project will not be approved by the committee and board due to the small acreage and limited conservation values present at the site. I'll still make a trip out sometime later this week/the next to conduct a site visit if that's alright- but maybe this is at least a jumping off point for your conversation with the Village Board tomorrow.

Best,

Stacy Santiago

Executive Director

Seno K/RLT Conservancy

3606 Dyer Lake Road

Burlington, WI 53105

Direct: 262-527-5117



From: nancylynnwashburn@gmail.com <nancylynnwashburn@gmail.com>

Sent: Monday, October 13, 2025 11:48 AM

To: stacy@senokrllt.org

Subject: Homestead Acres

Good morning Stacy,

Not sure if your are a sports fan, but the it sure is quiet this morning!! Just wondering if you have looked over the project we sent you and have any insights.

We go to the Village Board tomorrow night and Plan Commission Oct 27th. Will be helpful if we have any indications of your interest by the 27th for sure.

Please let me know if you have any updates.

Nancy Washburn
Land Development Administration
7450 County Line Rd.
Mount Pleasant, WI 53403
262-818-1836

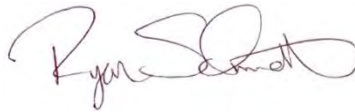
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Plan Commission Staff Report

Date: October 20, 2025

To: Plan Commission
Village Board

From: Ryan Schmidt, P.E.
Village Engineer



Re: Homestead Acres – Waiver to Title 14-3-5(B) (Conservation Easements)

Recommended Motion

That the Plan Commission recommends to the Village Board to approve a waiver to 14-3-5(b) for Homestead Acres subdivision regarding Conservation Easements.

The Village has received a request from Nancy Washburn (Land Development Administration, LLC) to waive the Conservation Easement requirement for new subdivisions established in Title 14-3-5(b) for the Homestead Acres Subdivision. **Exhibit A** attached is the letter from Nancy Washburn. This subdivision was originally approved at the amended Preliminary Plat stage via Resolution 2024-018 without a waiver at the request of the developer. The proposed subdivision had met all open space requirements and was willing to follow through on the ordinance requirement even with their development occurring in the urban service area. Since that time, Phase 1 of this subdivision has been accepted, and Final Plat has been approved for the first 21 homes.

As the request letter attached states, the local Conservation Trust known as SENO (the former Kenosha Racine Land Trust) has shared their concerns that this site does not meet their criteria for taking on this specific open space and conservation easement. This has been alluded to in recent subdivision developments in the last few years and has fully been realized in this specific subdivision at Homestead Acres. This preliminary review and pending decision at the November board meeting for SENO align with the pending Subdivision acceptance at the Utility District and possible Village Board Review of this waiver on November 11th, 2025.

Staff have reviewed the request and believe that the Village is not in a position to take on a Conservation Easement and Stewardship Plan enforcement for any subdivision. If the Conservation Trust is unable, it appears that the Developer is providing an alternative solution to place a protection easement on the open spaces in the subdivision which include wetlands and outlots, but places the full responsibility on the HOA and not the Village. The Protection Easement, **Exhibit B**, would utilize the Stewardship Plan (as included in **Exhibit C**) just as the Conservation Trust would. In addition, a waiver to this request would be consistent with others granted to similar subdivisions located in the sewer and water service area as recent as the Thomas Farms, Audubon Arboretum, and Catlyn Woods subdivisions.

Staff recommend the waiver is recommended for approval to the Village Board as listed at the top of this report.



Open Space Stewardship Plan

Homestead Acres

Village of Caledonia, Racine County, Wisconsin

September 5, 2025

Project Number: 20241375

Homestead Acres

Village of Caledonia, Racine County, Wisconsin

September 5, 2025

Prepared for:

Ms. Nancy Washburn

Newport Group, Ltd.

8338 Corporate Drive

Mount Pleasant, WI 53406

nancylynnwashburn@gmail.com

Prepared by:

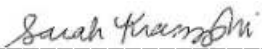
Heartland Ecological Group, Inc.

506 Springdale Street

Mount Horeb, WI 53572

608-490-2450

www.heartlandecological.com



Prepared by: Sarah Kraszewski, PWS
Senior Ecologist



Reviewed by: Eric C. Parker, SPWS
Principal Scientist

Table of Contents

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Appendix A | Figures

Appendix B | Homestead Acres Plat (Pinnacle Engineering)

Appendix C | Wetland Seed Mix



1.0 Introduction

Homestead Acres (the “Development”) is a residential subdivision development that is located southwest of the intersection of Dunkelow Road and Fenceline Road, in Section 35, T4N, R22E, Village of Caledonia, Racine County, WI (Figure 1, Appendix A). The proposed current phase of the development will contain 21 residential lots and two outlot areas, as depicted on the Plat (Appendix B) and Figure 2 (Appendix A).

The Village of Caledonia (“Village”) has required the creation of a stewardship plan for the maintenance of open spaces in Outlot 2 for the Development. Heartland Ecological Group, Inc. (“Heartland”) has prepared this Open Space Stewardship Plan on behalf of Newport Group, Ltd. (the “Developer”). The focus of this Plan is Outlot 2 which is approximately 5.14 acres and will be designated open space at the Development. The existing condition of the outlot includes upland agricultural land and wetland associated with a ditch/intermittent waterway. Upland areas in the outlot will be maintained for stormwater management purposes and as maintained turf by the Homeowners Association (“HOA”) and existing wetland areas will be preserved and enhanced. This Plan includes a description of ownership and responsibilities, narrative of existing conditions, proposed preservation and enhancement goals for the wetland, site preparation and implementation measures for wetland enhancement, 3-year wetland maintenance plan, recommended long-term maintenance measures, seed mix for wetland enhancement areas, maintenance of the stormwater and turf areas, and a figure depicting open space areas covered by this Plan.

2.0 Ownership and Responsibilities

The Developer will be responsible for measures listed in this Plan during the Site Preparation and Implementation Stage and for following the wetland preservation restrictions listed on the Plat (Appendix B) during the period when the Developer is in control of the HOA. The HOA, and its successors and assigns will be responsible for the continued maintenance of the open space of the Development, including the Establishment and Long-Term Management Stages and following the wetland preservation restrictions listed on the Plat (Appendix B) after the Developer is no longer in control of the HOA. Individual lot owners are subject to the common support of maintenance and management activities by the HOA.



It is recommended that the Developer and the HOA contract qualified ecological contractors for wetland enhancement activities and contract landscapers for maintenance of the stormwater facilities and turf areas. Herbicide treatments shall be conducted by trained and licensed professionals.

The Developer and HOA are responsible for adhering to any bylaws, Declaration of Covenants, conditions, restrictions, maintenance agreements, etc. for this Development when implementing this Plan. This Plan shall be submitted to the Village for approval.

3.0 Existing Conditions

The immediate surrounding landscape of the Development consists primarily of residential development and agricultural lands. Heartland completed an assured wetland delineation within the Development on October 10, 2024. One (1) wetland area was delineated and one (1) intermittent unnamed tributary to Hoods Creek was identified along the southern portion of the Development (Figure 2, Appendix A). The intermittent tributary appears to originate as an agricultural ditch less than one mile to the west of the Development.

The wetland was described as a complex of wet meadow and shrub carr wetland communities that was overall low quality due to impacts from agricultural land use and encroachment by invasive species. The herbaceous layer was dominated by reed canary grass (*Phalaris arundinacea*), an invasive grass. Other invasive species observed included narrow-leaved cattail (*Typha angustifolia*). Native wetland species recorded included white panicle aster (*Symphyotrichum lanceolatum*), Bebb's sedge (*Carex bebbii*), cinnamon willow-herb (*Epilobium coloratum*), and swamp milkweed (*Asclepias incarnata*). Shrub carr areas contained a mix of native shrubs and tree saplings including sandbar willow (*Salix interior*), peachleaf willow (*Salix amygdaloides*), and silver maple (*Acer saccharinum*) over an herbaceous layer primarily dominated by reed canary grass.

Areas that were not delineated as wetland within the Development consisted of an agricultural field that was planted to soybeans in 2024. Further descriptions of the wetland and adjacent agricultural lands can be found in the Assured Wetland Delineation Report dated January 28, 2025 (Heartland).



4.0 Wetland Preservation and Enhancement

4.1 Goals

As discussed in section 3.0, the wetland within the Development is low in quality, degraded by historic and current adjacent agricultural land use, and lacks connectivity to high quality natural areas. The presence of the ditch/intermittent waterway within the wetland will provide continual inputs of stormwater and invasive species seed. The wetland will be enhanced as practicable but restoring the wetland to a high quality plant community would take considerable resources and would not be sustainable in the long-term without extensive maintenance. Wetland enhancement shall focus on an approximately 50-ft wide area extending inside the northern wetland perimeter, as depicted on Figure 3 (Appendix A). The wetland enhancement area totals approximately 1.35 acres. All wetland areas within the Development will be preserved. The goals for wetland preservation and enhancement within the open space areas of the Development are as follows:

- Preserve the existing wetland to provide flood and water quality protection functions.
- Reduce invasive species within the wetland, as practicable, and minimize the introduction or spread of new invasive species.
- Enhance floristic quality and pollinator habitat by installing a native wetland seed mix within a 50-ft wide buffer (Wetland Enhancement Area) inside the northern wetland perimeter.

4.2 Site Preparation and Implementation

The site preparation, implementation, and maintenance schedule is summarized in Table 1.

Seedbed Preparation

Conduct herbicide treatments within the wetland enhancement area to target reed canary grass, cattail, and other persistent invasive species over three events during the growing season prior to native seed installation. Estimated timing for treatments is late April/early May, mid to late May, and September. Herbicide may be applied with backpack sprayers or UTV/ATV-mounted pistol sprayers. Areas of native vegetation shall be avoided, as feasible. If there is not sufficient native vegetation (approximately 20% relative cover) to protect, the entire wetland enhancement area may be boom sprayed to remove existing vegetation. Herbicide shall consist of an aquatic approved glyphosate formulation.



Conduct a prescribed burn of the wetland from the northern perimeter to the top of bank of the ditch/intermittent waterway. The purpose of the prescribed burn is to remove existing vegetation thatch which will facilitate efficient herbicide treatments and improve seed to soil contact for the native seed. The ecological restoration contractor shall prepare a burn plan that describes the burn units, goals, locations of burn breaks, hazards, required notifications, weather parameters, equipment and burn crew requirements, and maps. Burn breaks will be installed prior, as needed, and may consist of field edge or mowed breaks around the burn unit perimeters. Burning shall be conducted in accordance with Village regulations. The prescribed burn should be conducted during the spring or fall burn season prior to native seed installation, as feasible based on site and weather conditions.

Native Seed Installation

A Wetland Seed Mix designed for the Development is provided in Appendix C. The seed mix contains native wetland grasses, sedges, rushes, and forbs that will enhance floristic diversity of the wetland and provide competition for reed canary grass.

Native seed mixes should be obtained from a reputable native plant nursery that can provide species with local genotype. Seed should be installed during the spring, fall, or frost native seeding windows which are typically from April 1-June 15, October 31-frozen ground, and early winter before snowfall or during snow free periods until spring, respectively, after one growing season of invasive species treatment. Seed should be installed with an appropriate temporary cover crop (i.e., oats, winter wheat, and/or annual rye) based on the time of year. Native seed can be installed with native seed drills, drop seeders, broadcast seeders, and/or hand-broadcast depending on site conditions and constraints.

4.3 3-Year Maintenance Plan

Establishment/short-term maintenance should be conducted within the wetland enhancement area for three (3) growing seasons after native seed installation to support the establishment of native species and reduce invasive species. Target invasive species shall include all species listed as Restricted or Prohibited under the Wisconsin Invasive Species Rule (Wis. Admin. Code NR 40) and reed canary grass. Because the wetland is currently dominated by invasive species, specifically reed canary grass, invasive species management goals within the remainder of the wetland preservation area within the Development will be to control new invasive species, minimize the spread of existing



invasive species, and reduce the abundance of existing invasive species where practical and where there is the best public or ecological benefit.

Mowing and spot spray herbicide treatments are anticipated to be the primary management strategies to reduce invasive species and foster native species establishment within the wetland enhancement area. An adaptive management approach should be used whereby observations made during and after management activities by the management crews guide the tasks and timing of the next management event.

Mechanical mowing with a tractor or UTV-mounted mower should be used to reduce weed competition, reduce weed seed production, and to increase surface light levels to allow for the germination of native seeds within the wetland enhancement area. Wetland areas susceptible to rutting due to wet ground conditions should be avoided or mowed with handheld trimmers. Mowing shall be timed when weed species are in later bud stage/flower and prior to seed maturation. Vegetation should be cut to a minimum height of approximately 6-8 inches during the first year of establishment and then to a height of 10-12 inches in the second and third year of establishment as needed. Selective mechanical mowing or mowing with handheld brush-saws shall be used on an as-needed basis once the native vegetation is established to reduce select patches of annual or biennial weeds as well as reduce seed production by perennial weeds.

Herbicide treatments should be used to control target invasive species. The appropriate herbicide, application methodology, and timing should be selected to achieve the most effective control of the target species. Spot treatments with backpack sprayers should be used, as possible, to minimize off-target damage. Aquatic-approved herbicides should be applied in areas that may have standing water or where the herbicide may come in contact with surface water.

4.4 Recommended Long-Term Management

Long-term management should occur after the three-year establishment period. The goal of long-term management is to maintain the native plant diversity and habitat values of the restored wetland enhancement area and to manage new or spreading invasive species within the remainder of the wetland preservation area of the Development. It is recommended that annual monitoring be conducted by the HOA to identify management needs or restoration concerns such as erosion, incompatible land use by homeowners or



adjacent property owners, or new or spreading invasive species that pose a threat to the health of the wetland. Long-term management strategies may include mowing, herbicide treatments, supplemental seeding, prescribed burning, and erosion control.

Table 1. Preparation, Establishment, and Long-Term Management Schedule for the Wetland

Stage	Task	Timing
Site Preparation and Implementation: Year 0	Conduct prescribed burn of wetland up to the northern bank of the ditch/waterway.	Spring or fall burn windows before native seeding, dependent on site and weather conditions
	Herbicide treatment to target invasive species within wetland enhancement area.	3 events: late April/early May, May, and September
	Install wetland seed mix within wetland enhancement area.	Nov./Dec. after growing season of herbicide treatments (preferred)
Establishment: Year 1-3	Spot spray herbicide treatment to target invasive species within wetland enhancement area.	2 events: late April/early May and May
	Management mow or spot mow native seeding areas, as feasible, within wetland enhancement area.	1-2 events: June and July/August, as feasible
Long-Term Management	Monitor for incompatible land use and concerns, scout for new or spreading invasive species, develop management recommendations for wetland areas within the Development.	Annually
	Control new or spreading persistent invasive species within wetland areas of the Development.	As needed

5.0 Upland Open Space

Upland areas within Outlot 2 will be maintained for stormwater retention purposes and/or maintained as turf. A site-appropriate turf grass seed mix will be installed within these areas following final grading. The turf will be mulched, fertilized, and watered as needed for establishment. Overseeding will occur in areas with poor seed establishment. The turf will be maintained by regular mowing.

6.0 Conclusion

Heartland prepared this Open Space Stewardship Plan for Outlot 1 of Homestead Acres on behalf of Newport Group, Ltd. The Development is located in the Village of Caledonia,



Racine County, Wisconsin. The purpose of this plan is to guide the implementation and management of the open spaces which will consist of preserved and enhanced wetlands as well as stormwater facilities and turf areas within the uplands. The Developer will be responsible for the initial construction and implementation of the open space components, including the Site Preparation and Implementation Stage described within this Plan. A homeowner's association will ultimately be responsible for the maintenance and long-term management of the open spaces, including the Establishment and Long-Term Management Stages described within this Plan.

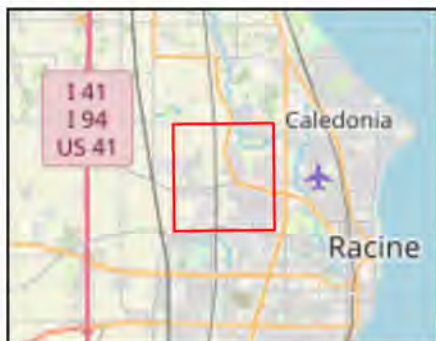
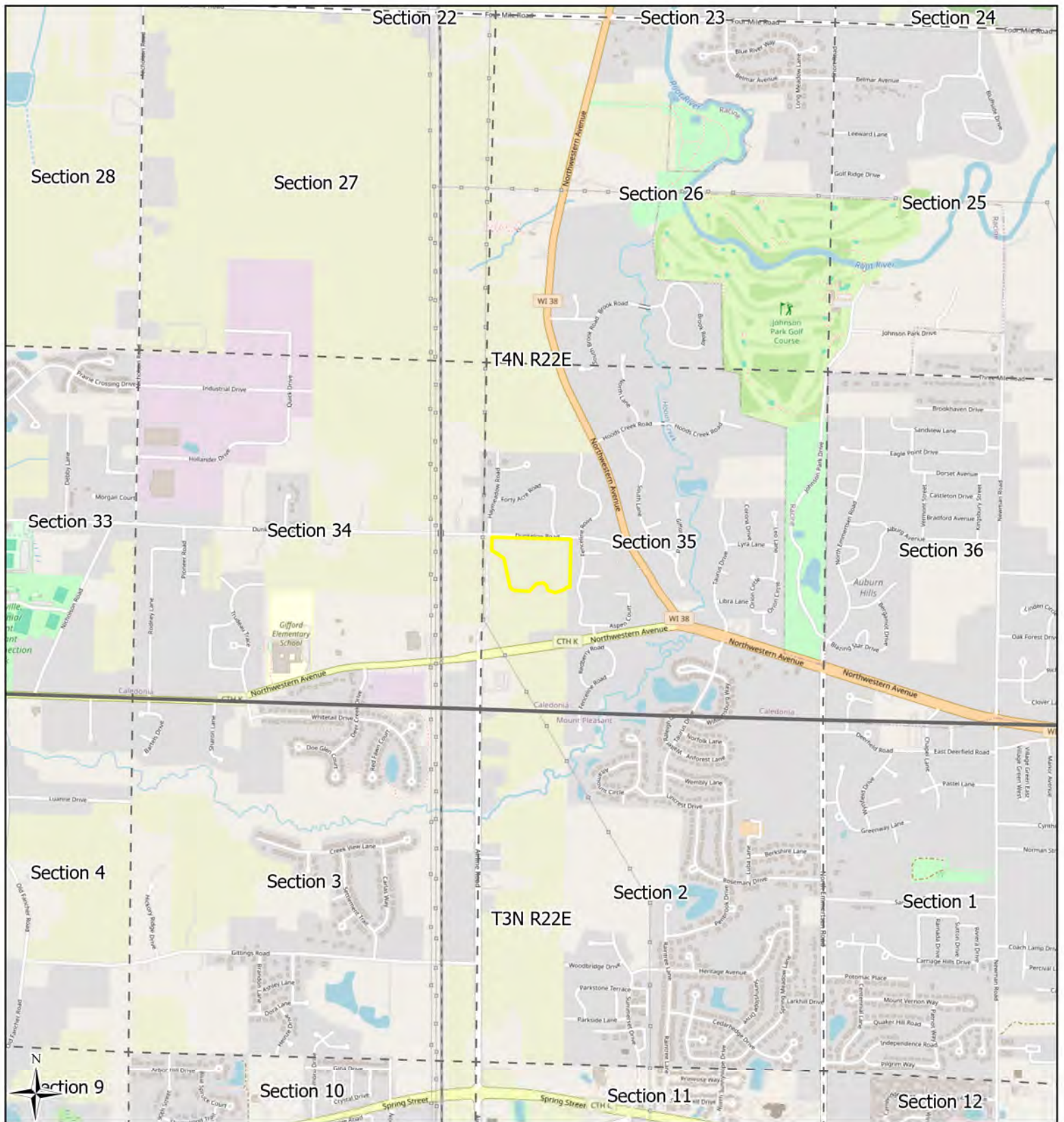


Appendix A | Figures

Figure 1. Project Location

Figure 2. Existing Conditions

Figure 3. Open Space Stewardship Plan



 Project Area (18.38 ac)

 Township

 Section

0 1,000 2,000
Ft

Heartland
ECOLOGICAL GROUP INC

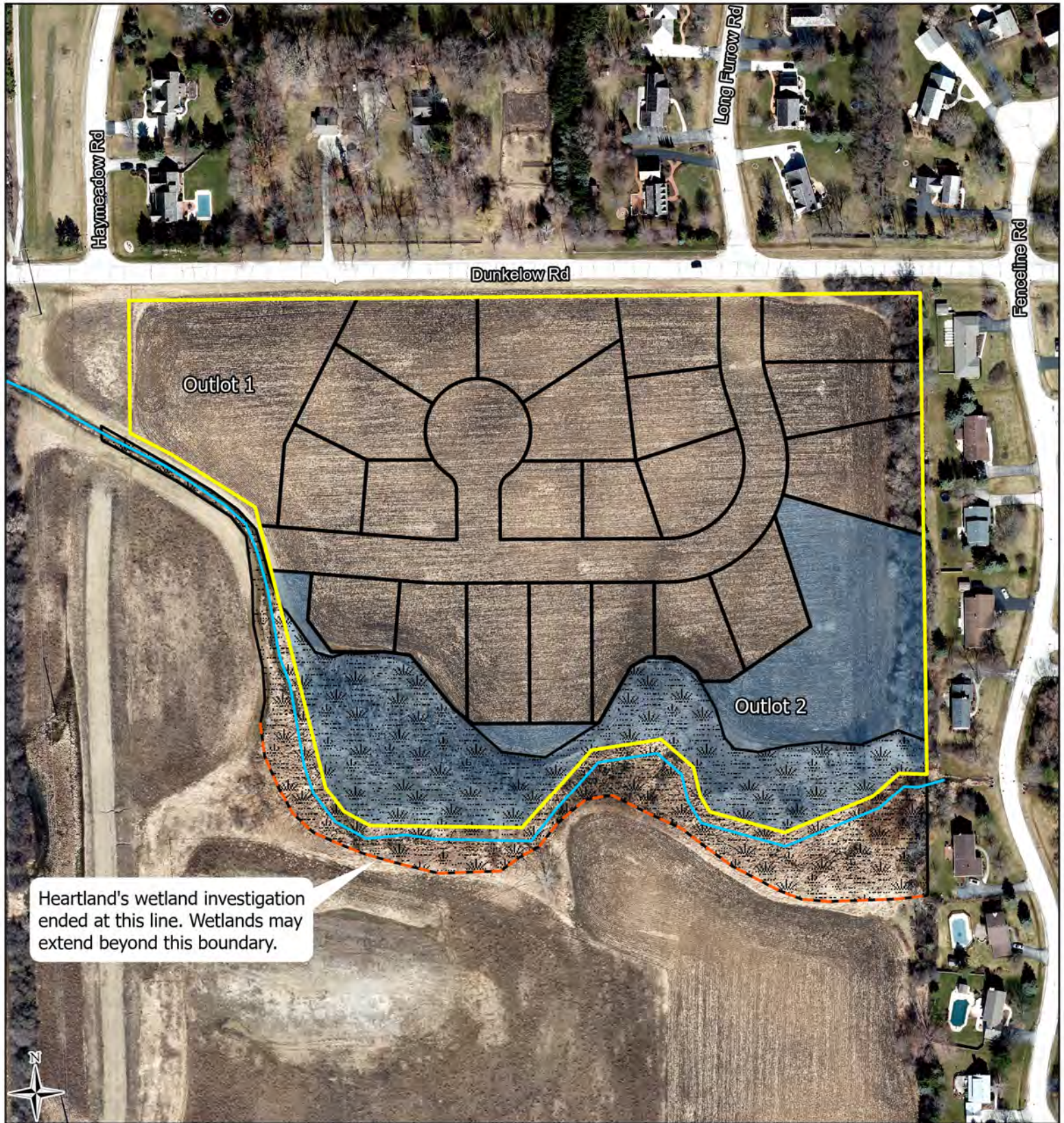
Figure 1. Project Location

Homestead Acres Wetlands
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

OpenStreetMap
ESRI

LRR: MW

Figure Created: 4/4/2025



Heartland's wetland investigation ended at this line. Wetlands may extend beyond this boundary.

- Project Area (18.38 ac)
- Outlot 2 (5.14 ac)
- Approximate Project Plat
- ~ Unnamed Waterway
- Field Delineated Wetlands (5.49 ac)
- Approximate Wetland Boundary



Heartland

ECOLOGICAL GROUP INC

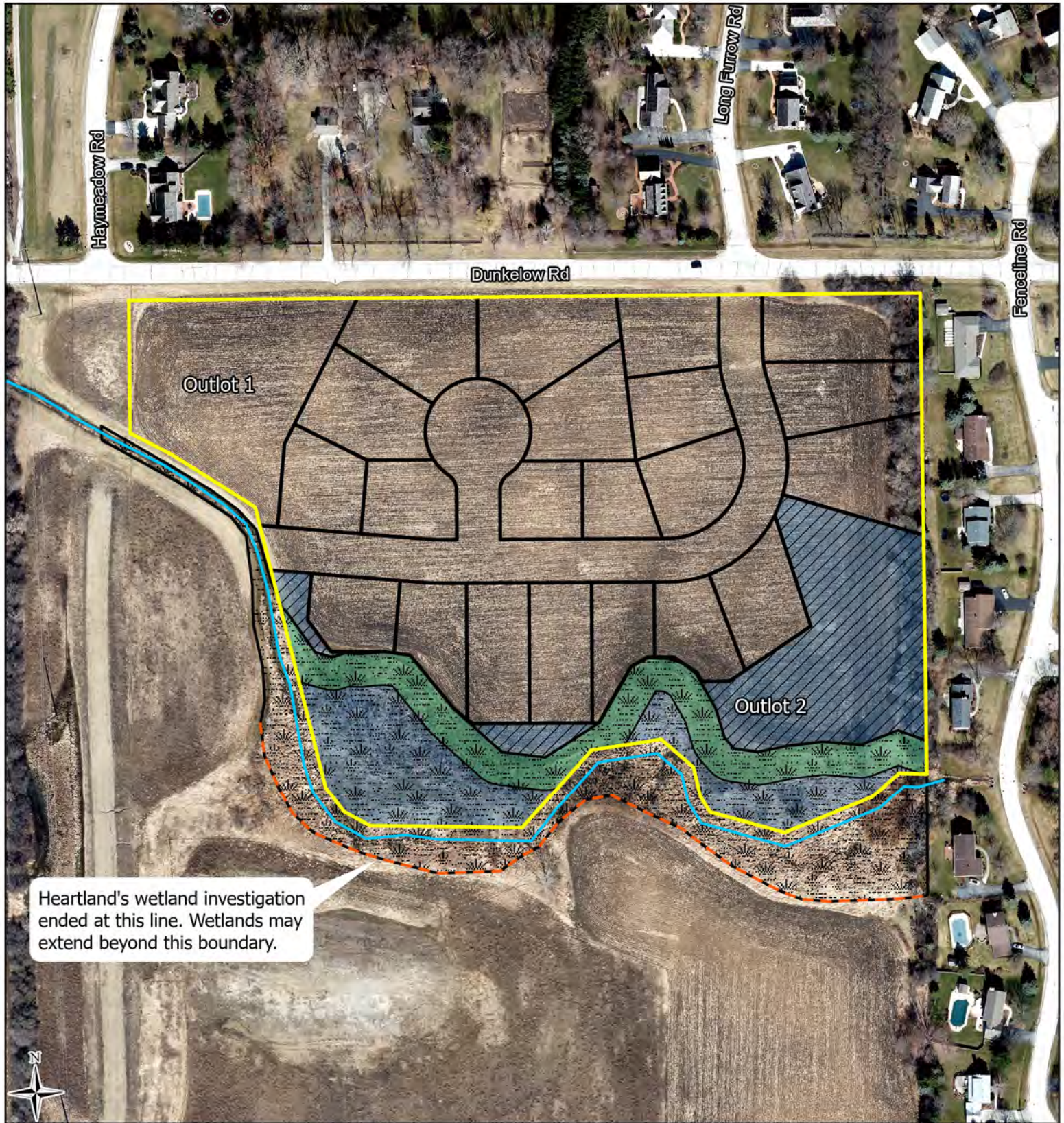
Figure 2. Existing Conditions

Homestead Acres
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

2024 Orthophoto
Racine Co, HEG

LRR: MW

Figure Created: 8/28/2025



- Project Area (18.38 ac)
- Outlot 2 (5.14 ac)
- Approximate Project Plat
- ~ Unnamed Waterway
- Field Delineated Wetlands (5.49 ac)
- Approximate Wetland Boundary
- Wetland Enhancement Area (1.35 ac)
- Stormwater Retention and Turf (2.17 ac)



Heartland
ECOLOGICAL GROUP INC

Figure 3. Open Space Stewardship Plan

Homestead Acres
Project #20241375
T4N, R22E, S35
V Caledonia, Racine Co

2024 Orthophoto
Racine Co, HEG

LRR: MW

Figure Created: 8/28/2025

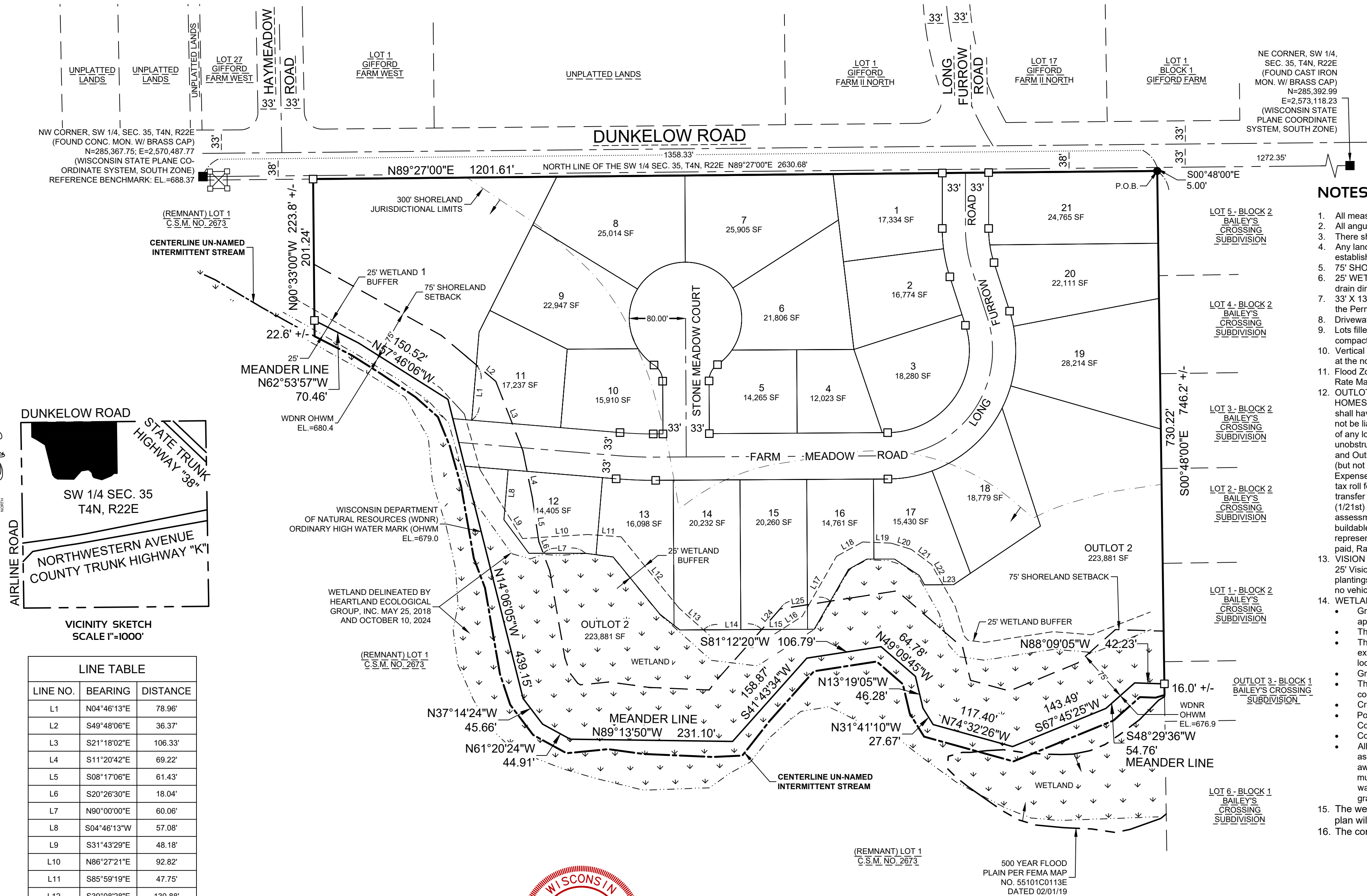


Homestead Acres
Project #: 20241375
September 5, 2025

Appendix B | Homestead Acres Plat (Pinnacle Engineering)

HOMESTEAD ACRES

Being a part of Lot 1 of Certified Survey Map No. 2673, in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N04°46'13"E	78.96'
L2	S49°48'06"E	36.37'
L3	S21°18'02"E	106.33'
L4	S11°20'42"E	69.22'
L5	S08°17'06"E	61.43'
L6	S20°26'30"E	18.04'
L7	N90°00'00"E	60.06'
L8	S04°46'13"W	57.08'
L9	S31°43'29"E	48.18'
L10	N86°27'21"E	92.82'
L11	S85°59'19"E	47.75'
L12	S39°06'28"E	130.88'
L13	S48°16'06"E	46.45'
L14	N89°40'23"E	82.98'
L15	N89°40'23"E	28.53'
L16	N57°18'18"E	34.72'
L17	N29°44'37"E	98.19'
L18	N61°09'29"E	42.38'
L19	S87°37'52"E	40.75'
L20	S72°52'04"E	29.69'
L21	S53°18'09"E	17.90'
L22	S29°31'37"E	33.27'
L23	N89°40'23"E	15.17'
L24	N41°43'34"E	39.25'
L25	N81°12'20"E	72.34'

WISCONSIN
JESSE ZOLTOWSKI
S-3094
Milwaukee, WI
AUGUST 20, 2025

Prepared for:
THE NEWPORT GROUP, LTD
8338 Corporate Drive
Mount Pleasant, WI 53406

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

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



- LEGEND:**
- Denotes High Tension Tower
 - Denotes Wetland
 - SF - Denotes Area in Square Feet
 - - Denotes Found 1" Iron Pipe
 - - Denotes Found 3/4" Iron Rod
 - - Denotes Set 1-1/4" X 18" Iron Rebar, 4 30 LBS./FT.
 - All other Lot and Outlot corners are Set 3/4" X 18" Iron Rebar, 15 LBS./FT.

GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The north line of the Southwest 1/4 of Section 35, Township 4 North, Range 22 East bears N89°27'00"E.

NOTES:

- All measurements have been made to the nearest one-hundredth of a foot.
- All angular measurements have been made to the nearest one second.
- There shall be no direct vehicular access allowed on to Dunkelow Road from Lots 1, 7, 8 and 21.
- Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.
- 75' SHORELAND SETBACK: All Primary and Accessory structures shall require a 75' Setback from the Ordinary High Water Mark.
- 25' WETLAND BUFFER: No development or alteration shall occur within the 25 foot Wetland Buffer. No impervious area should drain directly into the wetlands.
- 33' X 132' PERMANENT TEE TURNAROUND EASEMENT: No driveways shall be authorized to serve the private residence off the Permanent Tee Turnaround.
- Driveways shall not have a centerline slope steeper than 6%.
- Lots filled greater than 3 feet may require additional courses in the foundations to reach suitable soil. Will need to provide a soil compaction certification for the areas of greater than 3 feet of fill.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Reference Benchmark: Concrete monument with brass cap at the northeast corner of the Southwest 1/4 Section 34, Township 4 North, Range 22 East, Elevation = 688.37.
- Flood Zone Classification: The property lies with in "Zone X - 0.2% Annual Chance Flood Hazard Area" per the Flood Insurance Rate Map Community Panel No. 55101C0113E dated FEBRUARY 1, 2019.
- OUTLOT OWNERSHIP AND PURPOSE: Outlot 1 and Outlot 2 of the plat of HOMESTEAD ACRES shall be maintained by the HOMESTEAD ACRES Homeowners Association for storm water retention purposes and open space and each individual lot owner shall have an undividable fractional ownership of Outlot 1 and Outlot 2 and that Racine County and the Village of Caledonia shall not be liable for any fees or special assessments in the event Racine County or the Village of Caledonia should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said Outlot 1 and Outlot 2 in an unobstructed condition so as to maintain their intended purpose. Construction of any buildings, grading, or filling in said Outlot 1 and Outlot 2 is prohibited unless approved by the Village of Caledonia. The Homeowners Association grants to the Village the right (but not the responsibility) to enter upon the Outlots in order to inspect, repair, or restore said Outlots to their intended purpose. Expense incurred by the Village for said inspection, repair, or restoration of said Outlot 1 and Outlot 2 may be placed against the tax roll for said association and collected as a special charge by the Village. The developer and all subsequent owners shall transfer to any subsequent purchaser of any buildable lot within the plat of HOMESTEAD ACRES an undividable one-twenty first (1/21st) interest in Outlot 1 and Outlot 2. The developer and all subsequent owners warrant and represent that said Outlots for assessment purposes will have no value per se, and the 1/21st interest in said Outlots would be assessed with each of the buildable lots. In the event that said Outlots are not assessed as above, the developer and all subsequent owners warrant and represent that each will pay 1/21st per buildable lot, of the taxes due on said Outlots. In the event that these said taxes are not paid, Racine County reserves the right to collect from each and every developer or subsequent owner individually for all taxes due.
- VISION CORNER EASEMENT RESTRICTION: All corner lots within the plat of HOMESTEAD ACRES shall be subject to a 25' X 25' Vision Corner Easement and a 50' X 50' No Access Restriction. Within the area of the vision corner easement, the height of all plantings, berms, fencing, signs, any other structure shall be limited to 24 inches above the intersection elevation. There shall be no vehicular access over any vision corner easement.
- WETLAND PRESERVATION RESTRICTIONS
 - Grading and filling shall be prohibited unless specifically authorized by the municipality in which they are located and, if applicable, Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 - The removal of topsoil or other earthen materials shall be prohibited.
 - The removal or destruction of any native vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, dying or diseased vegetation, non-indigenous species or noxious weeds (as defined by local ordinance) at the discretion of a forester or naturalist and the approval of Racine County.
 - Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited.
 - The introduction of plant material not indigenous to the existing environment of the wetland area or primary environmental corridor shall be prohibited.
 - Creation of a mown landscape, gardening, cultivating, or depositing yard waste of any type shall be prohibited.
 - Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, the Racine County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
 - Construction of buildings within the wetland boundary is prohibited.
 - All wetlands on site will have a 25' buffer to which no impervious surface may drain. Houses and any other structures (such as concrete patios) within the 25' wetland buffer must have a drainage system to direct all storm water runoff at least 25' away from the designated wetland area. Storm water runoff that will not be discharged at least 25' away from the wetland must be first routed through a Wisconsin Department of Natural Resources approved device which will provide adequate water treatment prior to discharging closer than 25'. Wood deck patios with spacing between the boards and draining onto a gravel base or naturally vegetated area including mowed lawn are not considered impervious surfaces.
- The wetlands in Outlot 2 have a stewardship plan for maintenance initially prepared by Heartland Ecological. The plan will be managed by the Homeowners Association.
- The common open space in Outlots 1 & 2 is restricted from any further land divisions or development.

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

THE NEWPORT GROUP, LTD, Grantor, to:

WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, Grantee.

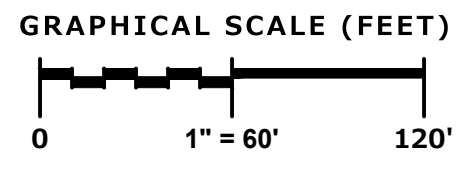
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, a Wisconsin corporation, Grantee,

and SPECTRUM MID-AMERICA, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

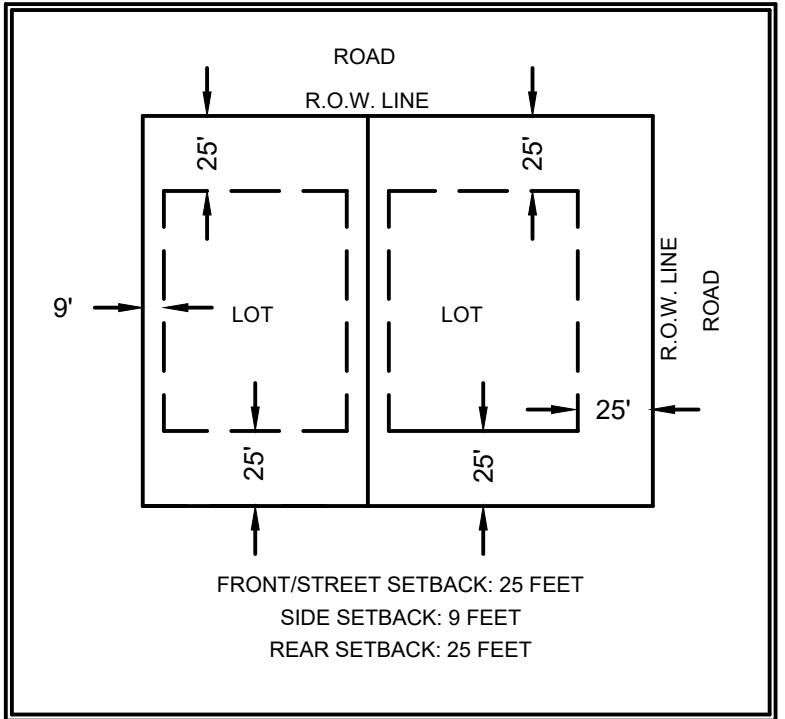
The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

PECJOB#953.00
SHEET 1 OF 3



- LEGEND:
- Denotes High Tension Tower
 - Denotes Wetland
 - Denotes Area in Square Feet
 - Denotes No Direct Vehicular Access
 - Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 1-1/4" X 18" Iron Rebar, 4.30 LBS./FT.
 - All other Lot and Outlot corners are Set 3/4" X 18" Iron Rebar, 15 LBS./FT.

TYPICAL BUILDING SETBACK DETAIL
NOT TO SCALE



CURVE TABLE							
CURVE NO.		LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN
C1	CENTERLINE	59.67'	192.00'	017°48'24"	S08°54'12"E	59.43'	S00°00'00"E
	WEST R.O.W.	69.93'	225.00'	017°48'24"	S08°54'12"E	69.65'	S00°00'00"E
	LOT 1	28.99'	225.00'	007°22'56"	S03°41'28"E	28.97'	S00°00'00"E
	LOT 2	40.94'	225.00'	010°25'28"	S12°35'40"E	40.88'	S07°22'56"E
	EAST R.O.W.	49.42'	159.00'	017°48'24"	S08°54'12"E	49.22'	S00°00'00"E
C2	LOT 20	25.94'	159.00'	009°20'50"	S13°07'59"E	25.91'	S08°27'34"E
	LOT 21	23.48'	159.00'	008°27'34"	S04°13'47"E	23.45'	S00°00'00"E
	WEST R.O.W.	219.48'	117.00'	107°28'47"	S35°55'59"W	188.68'	S17°48'24"E
	EAST R.O.W.	343.29'	183.00'	107°28'47"	S35°55'59"W	295.12'	S17°48'24"E
	LOT 20	22.27'	183.00'	006°58'16"	S14°19'18"E	22.25'	S17°48'24"E
C3	LOT 19	85.78'	183.00'	026°51'29"	S02°35'36"W	85.00'	S10°50'08"E
	OUTLOT 2	33.76'	183.00'	010°34'14"	S21°18'28"W	33.71'	S16°01'21"W
	LOT 18	137.11'	183.00'	042°55'39"	S48°03'25"W	133.92'	S26°35'35"W
	LOT 17	64.37'	183.00'	020°09'09"	S79°35'49"W	64.03'	S69°31'14"W
	EAST R.O.W.	27.18'	28.00'	055°36'38"	N27°28'42"E	26.12'	N00°19'37"W
C4	R.O.W.	406.62'	80.00'	291°13'16"	S89°40'23"W	90.37'	S55°56'15"E
	LOT 5	29.28'	80.00'	020°58'05"	N44°47'58"E	29.11'	N55°17'01"E
	LOT 6	93.67'	80.00'	067°04'58"	N00°46'27"E	88.41'	N34°18'56"E
	LOT 7	80.24'	80.00'	057°28'08"	N61°30'06"W	76.92'	N32°46'03"W
	LOT 8	81.32'	80.00'	058°14'33"	S60°38'33"W	77.87'	S89°45'50"W
C5	LOT 9	102.10'	80.00'	073°07'28"	S05°02'27"E	95.31'	S31°31'17"W
	LOT 10	20.01'	80.00'	014°20'04"	S48°46'13"E	19.96'	S41°36'12"E
	WEST R.O.W.	27.18'	28.00'	055°36'38"	S28°07'56"E	26.12'	S55°56'15"E
	CENTERLINE	53.38'	600.00'	005°05'50"	S87°46'42"E	53.36'	S85°13'47"E
	NORTH R.O.W.	50.44'	567.00'	005°05'50"	S87°46'42"E	50.43'	S85°13'47"E
C6	SOUTH R.O.W.	56.31'	633.00'	005°05'50"	S87°46'42"E	56.30'	S85°13'47"E



Jesse Zoltowski
AUGUST 20, 2025

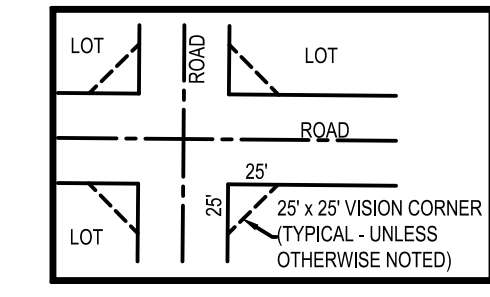
There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20 _____

Department of Administration



VISION CORNER EASEMENT (VCE)
DETAIL NOT TO SCALE



HOMESTEAD ACRES

Being a part of Lot 1 of Certified Survey Map No. 2673, in the Northeast
1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 4
North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

HOMESTEAD ACRES

Being a part of Lot 1 of Certified Survey Map No. 2673, in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin.

OWNER'S CERTIFICATE

THE NEWPORT GROUP, LTD, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

THE NEWPORT GROUP, LTD, as owner, does further certify that this Plat of HOMESTEAD ACRES is required by s.236.10 or s 236.12 of the Wisconsin State Statutes to be submitted to the following for approval:

- Village of Caledonia
- County of Racine
- Department of Administration

IN WITNESS WHEREOF, the said THE NEWPORT GROUP, LTD, has caused these presents to be signed by (name - print)

_____, (title) _____, at (city) _____, County, Wisconsin, on this _____ day of _____, 2025.

In the presence of: THE NEWPORT GROUP, LTD

Name (signature) - Title

STATE OF WISCONSIN)
_____) COUNTY) SS

Personally came before me this _____ day of _____, 2025, (name) _____, of the above named THE NEWPORT GROUP, LTD, to me known to be the person who executed the foregoing instrument, and to me known to be such _____ (title) of said limited company, and acknowledged that they executed the foregoing instrument as such officer as the deed of said limited company, by its authority.

Notary Public

Name: _____
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the _____ above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the forgoing affidavit of Jesse Zoltowski, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, its Senior Vice-President, and its corporate seal to be hereunto affixed this _____ day of _____, 2025.

Date Senior Vice-President

STATE OF WISCONSIN)
_____) COUNTY) SS

Personally came before me this _____ day of _____, 2025, _____, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public

Name: _____
State of Wisconsin
My Commission Expires: _____

VILLAGE OF CALEDONIA CERTIFICATE

RESOLVED that the plat of HOMESTEAD ACRES in the Village of Caledonia, is hereby approved by the Village Board of the Village of Caledonia.

Date Jennifer Bass, Village Clerk

CERTIFICATE OF VILLAGE FINANCE DIRECTOR

STATE OF WISCONSIN)
RACINE COUNTY) SS

I, Wayne Krueger, being duly elected, appointed, qualified and acting Village of Caledonia Finance Director do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ day of _____, 2025 on any of the land included in the Plat of HOMESTEAD ACRES.

Date Wayne Krueger, Village of Caledonia Finance Director

CERTIFICATE OF COUNTY TREASURER

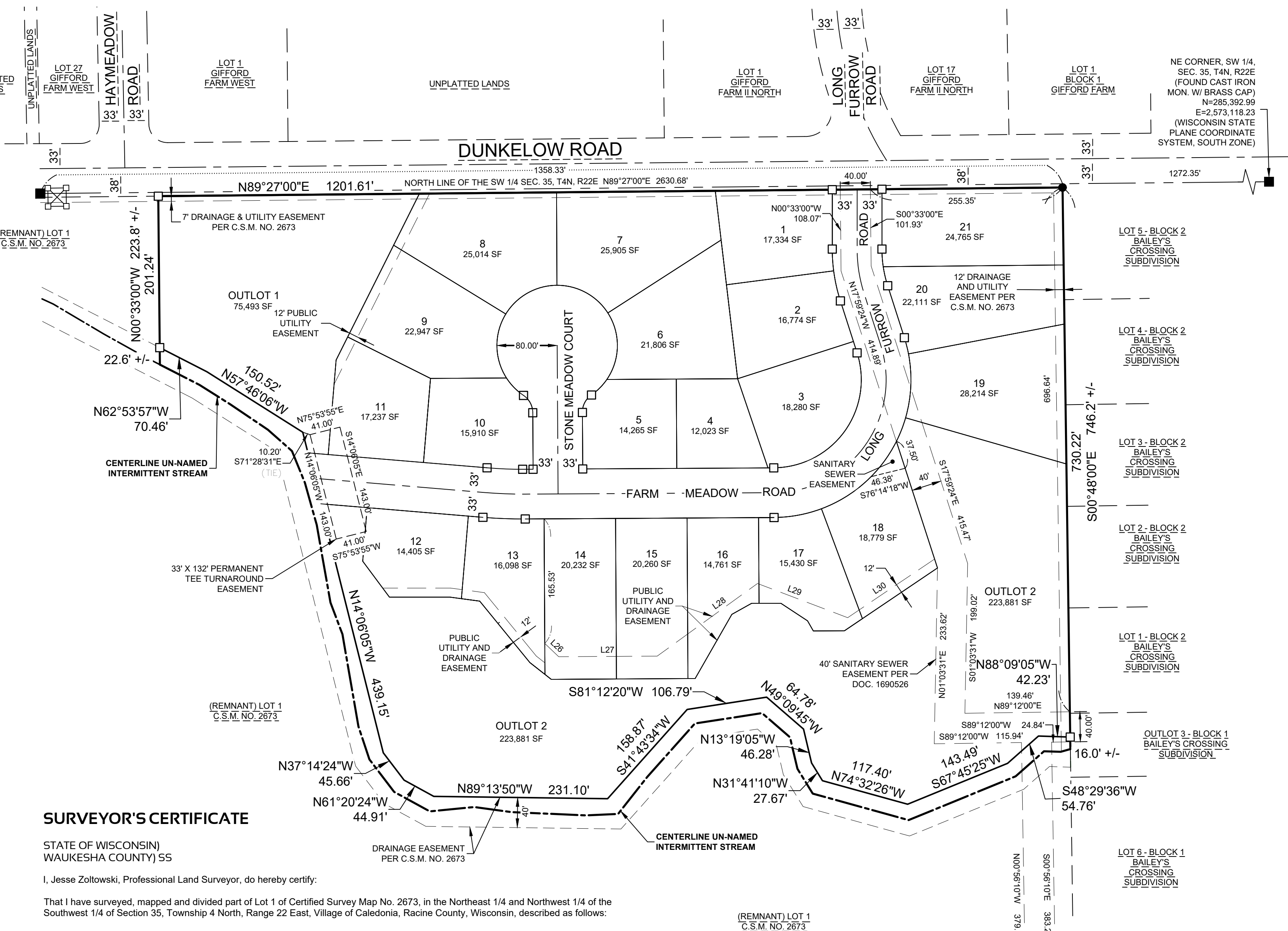
STATE OF WISCONSIN)
RACINE COUNTY) SS

I, Jeff Latus, being duly elected, qualified and acting Treasurer of Racine County, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of _____, 2025 affecting the lands included in the Plat of HOMESTEAD ACRES.

Date Jeff Latus, County Treasurer

This instrument drafted by John P. Konopacki, PLS-Registration No. S-3094

PINNACLE ENGINEERING GROUP



SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
WAUKESHA COUNTY) SS

I, Jesse Zoltowski, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided part of Lot 1 of Certified Survey Map No. 2673, in the Northeast 1/4 and Northwest 1/4 of the Southwest 1/4 of Section 35, Township 4 North, Range 22 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 35;
Thence North 89°27'00" East along the north line of said Southwest 1/4, 1358.33 feet;
Thence South 00°48'00" East, 5.00 feet to the north east corner of Lot 1 of said Certified Survey Map No. 2673 and the Point of Beginning;

Thence continuing South 00°48'00" East along the east line of said Lot 1, 730.22 feet to a point on a meander line for an un-named intermittent stream and the north line of a 40' Drainage Easement;
Thence the following courses along said meander line and north line of a 40' Drainage Easement:

North 88°09'05" West, 42.23 feet;
South 48°29'36" West, 54.76 feet;
South 67°45'25" West, 143.49 feet;
North 74°32'26" West, 117.40 feet;
North 31°41'10" West, 27.67 feet;
North 13°19'05" West, 46.28 feet;
North 49°09'45" West, 64.76 feet;
South 81°12'20" West, 106.79 feet;
South 41°43'34" West, 158.87 feet;
North 89°13'50" West, 231.10 feet;
North 61°20'24" West, 44.91 feet;
North 37°14'24" West, 45.66 feet;
North 14°06'05" West, 439.15 feet;
North 57°46'06" West, 150.52 feet;
North 62°53'57" West, 70.46 feet;

Thence North 00°33'00" West, 201.24 feet to the south right of way line of Dunkelow Road;
Thence North 89°27'00" East along said south right of way line, 1201.61 feet to the Point of Beginning.
Including all that land between the meander line and the centerline of the un-named intermittent stream.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 834,499 square feet (19.16 acres) of land, more or less to the centerline of the un-named intermittent stream and 800,703 square feet (18.3816 acres) of land to the Meander line and 702,343 square feet (16.1236 acres) of land Net.

That I have made such survey, land division and map by the direction of THE NEWPORT GROUP, LTD, owner of said land.

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

That I have fully complied with the requirements of Chapter 236 of the Wisconsin State Statutes, the Village of Caledonia Land Division Ordinance and Racine County Code of Ordinances in surveying, mapping and dividing the land within the subdivision.

Date: AUGUST 20, 2025



Jesse Zoltowski
Jesse Zoltowski
Professional Land Surveyor S-3094

GRAPHICAL SCALE (FEET)

0 1" = 100' 200'

- LEGEND:**
- Denotes High Tension Tower
 - Denotes Wetland
 - Denotes Area in Square Feet
 - Denotes Found 1" Iron Pipe
 - Denotes Found 3/4" Iron Rod
 - Denotes Set 1-1/4" X 18" Iron Rebar, 4.30 LBS./FT.
 - All other Lot and Outlot corners are Set 3/4" X 18" Iron Rebar, 15 LBS./FT.

LINE NO.	BEARING	DISTANCE
L26	S46°21'26"E	25.54'
L27	N89°40'23"E	76.62'
L28	N54°05'40"E	114.42'
L29	S69°14'38"E	128.18'
L30	N55°59'39"E	139.32'

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20

Department of Administration





Homestead Acres
Project #: 20241375
September 5, 2025

Appendix C | Wetland Seed Mix

Document Number	PRESERVATION EASEMENT Document Title
Recording Area Return to: Village Clerk Village of Caledonia 5043 Chester Lane Caledonia, WI 53402 See Exhibit B to Preservation Easement Parcel Identification Numbers (PIN)	

PRESERVATION EASEMENT

This Preservation Easement ("Preservation Easement") is made by and between The Newport Group, LTD, a Wisconsin corporation ("Subdivider") and the Village of Caledonia, Wisconsin, a municipal corporation in Racine County, Wisconsin ("Village"). The Subdivider and Village are collectively referred to herein as the "Parties".

RECITALS

A. The Subdivider is the developer and owner of a subdivision project known as Homestead Acres Subdivision located in the Village ("Subdivision"). A copy of the Subdivision plat was recorded in the Office of the Racine County Register of Deeds on [Insert. Date], 2025 as Document Number [Insert.Number] and is attached hereto as Exhibit A ("Plat").

B. Outlot 2 of the Plat is subject to this Preservation Easement and is legally described on Exhibit B attached hereto ("Easement Area").

C. As of the effective date of this Preservation Easement, the Subdivider is the fee simple title owner of the lands described in the Plat, including the Easement Area. An undivided 1/21st interest in Outlot 2 will be conveyed by the Subdivider upon the conveyance of each of the 21 lots of the Plat to the purchaser thereof (each a "Lot Owner" and collectively the "Lot Owners"). The ownership interest of each Lot Owner in Outlot 2 shall not be separated from the lot to which such undivided interest is appurtenant and shall be deemed to be conveyed and encumbered with such lot even if such undivided interest is not expressly mentioned or described in the conveyance document or other instrument.

D. Tri City National Bank holds a mortgage interest in the lands located within the Plat ("Mortgagee") and has subordinated its interest in the Easement Area to the rights of the Village via the subordination agreement attached hereto as Exhibit C.

E. Subdivider is willing to grant this Preservation Easement to the Village to protect environmentally sensitive areas and for the preservation of the common open space located within the Easement Area. The Easement Area will be maintained in accordance with the "Homestead Acres Open Space Stewardship Plan" prepared by Heartland Ecological Group dated [Insert. Date] ("Stewardship Plan"). The Stewardship Plan is attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby made a part of this Preservation Easement, and the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, and pursuant to the laws of the State of Wisconsin, the Parties hereto grant and agree as follows:

1. Grant of Preservation Easement. The Subdivider does hereby freely give, grant, assign and convey to the Village a perpetual Preservation easement over the Easement Area as set forth herein. This Preservation Easement constitutes a servitude upon the land within the Easement Area and runs with said land. The rights conveyed by this

Preservation Easement are those reasonably required to carry out the purposes and uses of the Easement Area permitted herein.

2. Purposes and Uses. The purposes and uses of this Preservation Easement are: (a) to retain and protect the Easement Area, assuring its availability for wetland and upland common open space use; (b) to protect natural resources, maintain and enhance water quality; and (c) to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. The Easement Area shall be used only as expressly provided in this Preservation Easement and the Stewardship Plan.

3. Prohibited Uses. Any activity on or use of the Easement Area inconsistent with, or that adversely affects, the purposes of this Preservation Easement is prohibited.

4. Reserved Rights. Except as otherwise set forth herein, the Subdivider reserves all rights accruing from any ownership or interest Subdivider has in the Easement Area, including the right to engage in or permit or invite others to engage in all uses of the Easement Area. Notwithstanding the foregoing, Subdivider shall not exercise Subdivider's reserved rights in any manner that adversely effects, is likely to adversely affect or is inconsistent with this Preservation Easement or the Stewardship Plan.

5. Implementation and Management of Easement Area. The land consisting of Subdivision and the owners of that land are subject to the Homestead Acres Restrictive Covenants dated [Insert.Date] that were recorded with the Racine County Register of Deeds on [Insert.Date] as Document No. [Insert.Number] ("Restrictive Covenants"). The Restrictive Covenants provide for the formation of the Homestead Acres Homeowners' Association ("Association") and that under certain conditions the Subdivider may turn control and management of the Subdivision over to the Association, and upon said turnover, Subdivider will be released and forever discharged from any obligation or liability under this Preservation Easement except for matters arising prior to the date of turnover.

a. During the period prior to the Subdivider turning control and management of the Subdivision over to the Association, the Subdivider shall be responsible for funding and implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and otherwise maintain the Easement Area in accordance with this Preservation Easement. The Subdivider shall ensure that the Stewardship Plan has been implemented prior to turning control and management of the Subdivision over to the Association.

b. After control and management of the Subdivision has been turned over to the Association by the Subdivider, the Association, shall be responsible for funding and implementation of the Stewardship Plan and management of the Easement Area in accordance with the Stewardship Plan and otherwise maintain the Easement Area in accordance with this Preservation Easement in place of the Subdivider.

c. The Easement Area shall be managed in accordance with all applicable Village ordinances, including, but not limited to, the Village ordinances regulating weeds and those sections regulating maintenance of drainage easements.

6. Additional Rights of the Village. To accomplish the purpose of this Preservation Easement, the following additional rights are conveyed to the Village by this Preservation Easement:

a. To enter upon the Easement Area at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Preservation Easement and the Stewardship Plan; provided that such entry shall be upon prior reasonable notice to the Subdivider, and shall not unreasonably interfere with the Subdivider's activities in the Easement Area; and

b. To investigate any activity on or use of the Easement Area that is inconsistent with the purposes of this Preservation Easement or that the Village reasonably believes may violate this Preservation Easement and require the remediation of such areas or features of the Easement Area that may be damaged by any inconsistent activity, use, or violation.

7. Enforcement of the Restrictions.

a. The Association shall enforce the purposes and uses of the Preservation Easement with respect to the Lot Owners to ensure that the Lot Owners do not violate these restrictions and covenants or encroach upon the Easement Area

b. Village Enforcement Rights. The Village and the Lot Owners (individually, one or more, or collectively) may, but are not obligated to, enforce the restrictions and covenants of this Preservation Easement.

c. Costs of Enforcement. If a violation of the restrictions and covenants of this Preservation Easement is proven in a court of law, any costs incurred by the enforcing party (whether it be the Village, Lot Owners or Association) in enforcing the terms of this Preservation Easement including, without limitation, costs of litigation and reasonable attorneys' fees, and any costs of restoration necessitated by any violation of this Preservation Easement shall be borne by the entity then responsible for control and management of the Easement Area whether that be the Subdivider or the Association ("Responsible Entity") or in the case of a violation by the Lot Owner(s), then the Lot Owner(s) shall bear such costs.

d. Acts Beyond Control of Responsible Entity. Nothing contained in this Preservation Easement shall be construed to entitle the Village to bring any action against the Responsible Entity for any injury to or change in the Easement Area resulting from causes beyond the control of the Responsible Entity, such as, fire, flood, storm, and earth movement, or from any prudent action taken by the Responsible Entity under emergency conditions to prevent, abate or mitigate significant injury to the Easement Area resulting from such causes. In the event of acts beyond the Responsible Entity's control, the area that is destroyed shall, to the extent practical, be restored pursuant to the Stewardship Plan at the cost of the Responsible Entity or with the written consent of the Village (which consent will not be unreasonably withheld), and the altered area may be managed for its remaining

natural ecological value pursuant to a revised stewardship plan that reflects the altered condition of the land.

8. Annual Assessment and Updating of the Stewardship Plan. Commencing one year after execution of this Preservation Easement, and each year thereafter, the Responsible Entity shall hire a qualified ecological consultant that is acceptable to the Village to conduct an annual assessment of the Easement Area to ensure compliance with this Preservation Easement and the Stewardship Plan. A written summary of each assessment shall be provided to the Village. If needed, the Responsible Entity and the Village shall meet to review findings and develop plans for corrective action. Written notice of the completion of any planned corrective action shall be provided by the Responsible Entity to the Village. Beginning on January 1, 2031, if the Village reasonably determines that the then existing Stewardship Plan needs to be reevaluated and updated, it will notify the Responsible Party. The Responsible Party will thereafter hire a qualified ecological consultant that is acceptable to the Village to reevaluate and update the Stewardship Plan. The updated Stewardship Plan shall be subject to the approval of the Village, and upon being approved by the Village, the Responsible Party thereafter will be responsible for funding and implementation of the updated Stewardship Plan and management of the Easement Area in accordance with the updated Stewardship Plan. Provided, however, beginning on January 1, 2031, the Responsible Party shall not be required by the Village to reevaluate and update the Stewardship Plan more than once during any five-year period.

9. Public Access. No right of access by the general public to any portion of the Easement Area is conveyed by this Preservation Easement.

10. Agreement Runs with the Land. This Preservation Easement and the provisions hereof shall be covenants running with the land and shall be binding on the present fee simple owners of the Subdivision for so long as they own any lot in the Subdivision, and upon their successors and assigns, except that this Preservation Easement shall no longer be binding upon the Subdivider after control and management of the Subdivision has been turned over to the Association as described in Section 5 above. It is hereby acknowledged that the covenants contained herein shall constitute a servitude upon the Easement Area and shall run with the land in perpetuity. A party's rights and obligations under this Preservation Easement terminate upon transfer of the party's interest in any lot in the Subdivision. The Village and any Lot Owner shall have the right to rerecord a copy of this Preservation Easement at any time, indicating as such that it is a true and correct copy of the original Preservation Easement.

11. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other party shall be in writing and either served personally or sent by certified mail, return receipt requested, addressed as set forth below or to such other address as the other party from time to time shall designate by written notice:

Village:
Clerk/Treasurer
Village of Caledonia
5043 Chester Lane
Caledonia, Wisconsin 53402
262-835-6414

Subdivider:
The Newport Group, LTD
8338 Corporate Drive, Ste. 300
Racine, Wisconsin 53406
262-898-7777

After control and management of the Subdivision has been turned over to the Association by the Subdivider, written notice of that change shall be provided by the Subdivider to the Village and the Association will provide an address for notices to the Village in writing.

12. Severability. If any provision of this Preservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Preservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

13. Amendment and Modification. This Preservation Easement and the Stewardship Plan may be amended, modified and supplemented only by written agreement of the Village and the Responsible Entity or their successors or assigns, provided that any such amendment shall not diminish the purposes of this Preservation Easement or affect its perpetual duration.

14. Entire Agreement. This Preservation Easement sets forth the entire agreement and understanding of the Parties with respect to the subject matter contained herein, and supersedes all prior and current agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by the Parties or any officers, employees or representatives of either of the Parties.

15. Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, corporation or entity, other than the Parties and their successors and assigns, and the Lot Owners (individually, one or more, or collectively), any rights or remedies under or by reason of this Preservation Easement. There are no other third-party beneficiaries to this Preservation Easement.

16. Subordination. The Mortgagee joins in this Preservation Easement for the sole purpose of consenting to and subordinating its interest to the rights of the Village hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Preservation Easement as of the ____ day of _____, 2025.

THE NEWPORT GROUP, LTD

By: _____
Raymond C. Leffler, President

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2025, Raymond C. Leffler, President of The Newport Group, LTD, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Notary Public, State of Wisconsin
My commission expires: _____

VILLAGE OF CALEDONIA

By: _____
Tom Weatherston, President

Attest: _____
Jennifer Bass, Clerk/Treasurer

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2025, Tom Weatherston, President and Jennifer Bass, Clerk/Treasurer of the Village of Caledonia, Wisconsin, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said village.

Notary Public, State of Wisconsin
My commission expires: _____

TRI CITY NATIONAL BANK

By: _____
[Insert Name], [Insert Title]

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2025, John Kaldem, Senior Vice-President of Tri City National Bank, to me known to be the person who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.

Notary Public, State of Wisconsin
My commission expires: _____

This instrument was drafted by: Attorney Joseph J. Muratore on behalf of The Newport Group, LTD.

EXHIBITS

Exhibit A	Plat
Exhibit B	Legal Description of Easement Area
Exhibit C	Subordination Agreement
Exhibit D	Stewardship Plan

**RESOLUTION NO. 2025-089
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA
TO EXECUTE A DRAINAGE EASEMENT AGREEMENT WITH
THE EDWARD J. MATICHEK TRUST DATED 4/25, 2006**

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

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owner, the Edward J. Matichuk Trust dated 4/25, 2006 has executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their November 5, 2025 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Drainage Easement Agreement in order to allow it to be recorded.

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

Document Number

**Drainage Easement Agreement:
Edward J. Matichuk Family Trust
dated 4/25, 2006**

Name and Return Address

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

104-04-23-17-650-060

Parcel Identification Number (PIN)

Owner/Grantor: EDWARD J. MATICHEK FAMILY TRUST DATED 4/25, 2006

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation,
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

Legal Description: See attached Exhibit B

DRAINAGE EASEMENT AGREEMENT:
EDWARD J. MATICHEK FAMILY TRUST DATED 4/25, 2006

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between the **EDWARD J. MATICHEK FAMILY TRUST DATED 4/25, 2006**, with Edward J Matichuk being the Trustee of the said Trust, residing at 2506 5 1/2 Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Four Thousand Dollars (\$4,000.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, for the purposes of (i) performing its easement rights granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through the Owner's Property.

2. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement to the extent necessary to carry out the installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement shall not be altered without the written consent of the Grantees.

4. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed.

5. Non-Use. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

6. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

7. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

8. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

9. Recording. Upon the execution of this Agreement by both the Owner and the Grantees, the Grantees shall record this Agreement in the Office of the Racine County Register of Deeds.

10. Statutory Procedures. Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes:

- (a) The Letter Report attached hereto as Exhibit A identifies all persons or entities (collectively, the "Recipients") that have an interest of record in the Owner's Property immediately prior to the execution of this Agreement; and
- (b) The Owner warrants and represents to the Grantees that the Owner has no notice or

knowledge of any additional Recipients subsequent to the search date of the said Letter Report (Exhibit A); and

- (c) The Grantees shall serve upon all of the Recipients, by Certified Mail, a copy of this Agreement, along with a letter advising each Recipient of the right, of that Recipient, to appeal the amount of compensation being paid to the Owner by the Grantees under this Agreement; and
- (d) The said letter to each Recipient shall further advise the Recipient that they/it may, within Six (6) Months after the date of the recording of this Agreement, appeal from the amount of compensation so paid to the Owner, in the manner set forth in Subsections 32.05(9) to (12) and Chapters 808 and 809 of the Wisconsin Statutes, for appeals from an award under Subsection (7) of this Section 32.05 of Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, and costs and expenses (including actual reasonable attorney fees and costs of litigation) arising, directly or indirectly, out of the use of, activities on, and/or entry onto the Drainage Easement described in this Agreement by the Grantees (and their officials, employees, consultants, contractors, and/or agents or representatives), except to the extent arising out of the negligent and/or intentional conduct of the Owner, and/or the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. Contingency: Village Board/Utility District Commission Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission, approving its terms and conditions.

13. Payment of Monies Due Owner. Within Thirty (30) Business Days (Mondays-Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the above-referenced Grantees approve this Agreement, the Grantees shall pay to the Owner the monies due the Owner under this Agreement.

14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreements of the parties.

16. Amendments. This Agreement shall not be modified or amended except in a written document signed by the Grantees and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission.

SIGNATURE PAGE TO FOLLOW

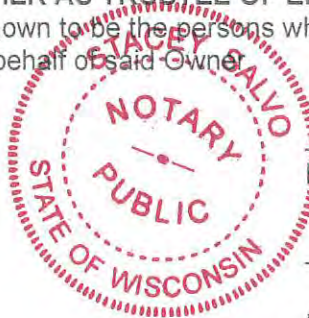
OWNER:

BY: Edward J. Matichuk
EDWARD J. MATICHEK, TRUSTEE OF

EDWARD J. MATICHEK FAMILY TRUST DATED 4/25, 2006

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this 21st day of October 2025, the above
named **EDWARD J. MATICHEK AS TRUSTEE OF EDWARD J. MATICHEK FAMILY TRUST**
DATED 4/25, 2006, to me known to be the persons who executed the forgoing instrument and
acknowledged the same on behalf of said Owner.



Stacy Salvo
Notary Public, State of Wisconsin

Stacy Salvo

My Commission expires: 12-13-2028

VILLAGE OF CALEDONIA:

BY: _____
THOMAS R. WEATHERSTON, PRESIDENT

ATTEST: _____
JENNIFER BASS, CLERK

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **THOMAS R. WEATHERSTON, PRESIDENT** and **JENNIFER BASS, CLERK**, of the Village
of Caledonia, to me known to be the persons who executed the forgoing instrument and
acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the
Village of Caledonia Utility District, to me known to be the persons who executed the forgoing
instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-060

TITLE CO. REFERENCE NO.: 74829

LEGAL DESCRIPTION:

Lot 12, Caledonia's Assessors Plat No. 1, part of the Northwest 1/4 and part of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Edward J. Matichek, Trustee of the Edward J. Matichek Family Trust dated 4/25, 2006

PROPERTY ADDRESS:

2506 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

None

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$4,202.15, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson

Authorized Signature or Signatory

2506 5 1/2 Mile Road
Racine, WI 53402



LANDMARK TITLE OF RACINE, INC.

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS; RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT

DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a rights to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies or others and;
- Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Racine County

Owner (s):
MATICHEK FAMILY TRUST EDWARD J

Location:
Sect. 17, T4N,R23E

Mailing Address:
MATICHEK FAMILY TRUST EDWARD J
2506 5 1/2 MILE RD
RACINE, WI 53402-0000

School District:
4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number: Tax District: Status:

104-04-23-17-650-060 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

1.8600

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 12 FROM 042317056001 IN 86 **TOTAL ACRES** 1.86

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

2506 5 1/2 MILE RD RACINE, WI 53402

Taxes						
1 Lottery credit claimed effective 1/1/2014						
Tax History						
Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$4,202.15	\$4,202.15	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$4,310.30	\$4,310.30	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$3,825.00	\$3,825.00	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$3,685.02	\$3,685.02	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$3,626.24	\$3,626.24	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$3,374.92	\$3,374.92	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$3,317.25	\$3,317.25	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$3,316.56	\$3,316.56	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$3,262.68	\$3,262.68	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$3,374.19	\$3,374.19	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$3,236.55	\$3,236.55	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$3,344.95	\$3,344.95	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$3,488.63	\$3,488.63	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

NOTE: Current year tax bills may not be processed by the county.

Interest and penalty on delinquent taxes are calculated to **September 30, 2025.**

Assessments

Tax Year: 2024

[Click here for detailed assessment data.](#) (square footage, year built, building type, etc)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	1.687	\$62,600	\$213,900	\$276,500
Total:		1.687	\$62,600	\$213,900	\$276,500

Estimated Fair Market Value:

\$281,100

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts

Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE

MATICHKEK FAMILY TRUST EDWARD J



Parcel Number: 104 042317650060
Bill Number: 781488

781488/104 042317650060

MATICHKEK FAMILY TRUST EDWAR
2506 5 1/2 MILE RD
RACINE WI 53402

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

2506 5 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO. 1 LOT 12 FROM
042317056001 IN 86 **TOTAL ACRES** 1.86
1.860 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 62,600	ASSESSED VALUE IMPROVEMENTS 213,900	TOTAL ASSESSED VALUE 276,500	AVERAGE ASSESSMENT RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 3942.90
ESTIMATED FAIR MARKET VALUE LAND 63,600	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 217,500	TOTAL ESTIMATED FAIR MARKET VALUE 281,100	☐ A star in this box means unpaid prior year taxes	School taxes also reduced by school levy tax credit 439.74	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00
TAXING JURISDICTION					
	2023 EST. STATE AIDS ALLOCATED TAX DIST	2024 EST. STATE AIDS ALLOCATED TAX DIST	2023 NET TAX	2024 NET TAX	% TAX CHANGE
RACINE COUNTY	1,063,188	1,059,516	810.43	787.00	-2.9%
VILLAGE OF CALEDONIA	2,566,300	2,622,659	1,559.66	1,564.78	0.3%
UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	1,840.54	1,693.63	-8.0%
GATEWAY TEC VTAE	2,192,529	2,224,473	162.39	157.81	-2.8%
CAL UTILITY SEWER	0	0	32.44	30.92	-4.7%
CAL UTILITY WATER	0	0	0.00	0.00	
TOTAL	54,419,664	59,575,454	4,405.46	4,234.14	-3.9%
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%
NET PROPERTY TAX			4,056.05	3,942.90	-2.8%
TOTAL DUE: \$4,202.15 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.					

FOR INFORMATION PURPOSES ONLY - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	343.25	2051				

PAY 1ST INSTALLMENT OF: \$2,119.59
BY JANUARY 31, 2025

AMOUNT ENCLOSED

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650060
MATICHKEK FAMILY TRUST EDWARD J
BILL NUMBER: 781488

PAY 2ND INSTALLMENT OF: \$2,082.56
BY JULY 31, 2025

AMOUNT ENCLOSED

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650060
MATICHKEK FAMILY TRUST EDWARD J
BILL NUMBER: 781488

PAY FULL AMOUNT OF: \$4,202.15
BY JANUARY 31, 2025

AMOUNT ENCLOSED

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650060
MATICHKEK FAMILY TRUST EDWARD J
BILL NUMBER: 781488



INCLUDE THIS STUB WITH YOUR PAYMENT

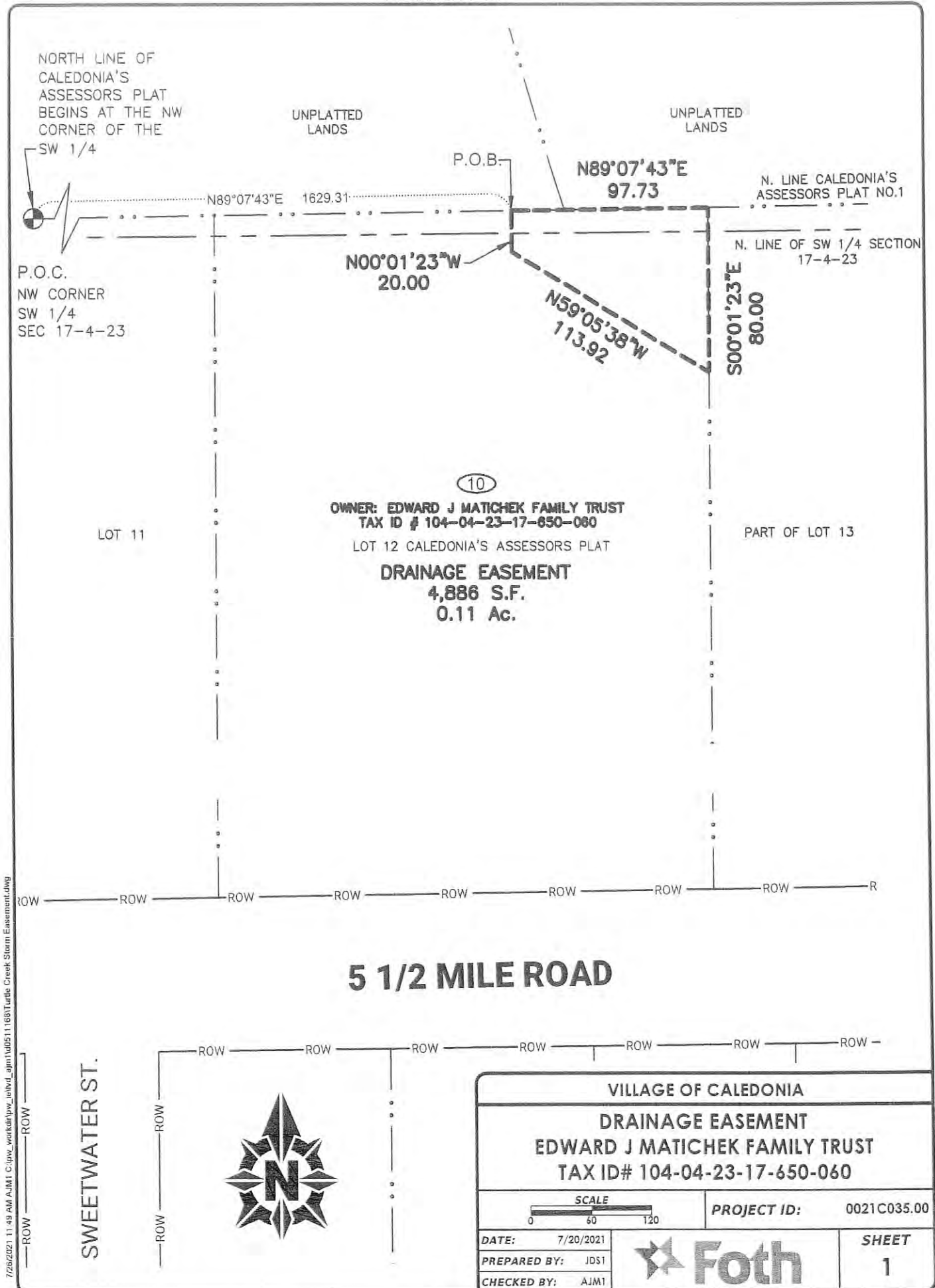


INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



Edward J Matichek Family Trust: Tax ID 104-04-23-17-650-060

Drainage Easement

Land being a part of Lot 12 of Caledonia's Assessors Plat No.1, being part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, all in Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 1629.31 feet to the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 97.73 feet; thence South 00°01'23" East 80.00 feet; thence North 59°05'38" West 113.92 feet; thence North 00°01'23" West 20.00 feet to the point of beginning of lands being described.

Containing 4,886 Square feet (0.11 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

**RESOLUTION NO. 2025-090
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
EXECUTE A DRAINAGE EASEMENT AGREEMENT WITH
THE MARCIA K. HAYEK REVOCABLE TRUST**

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

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owner, the Marcia K. Hayek Revocable Trust has executed the Drainage Easement and associated documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their November 5, 2025 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Drainage Easement Agreement in order to allow it to be recorded.

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**Drainage Easement Agreement:
Marcia K. Hayek Revocable Trust**

Document Number

Name and Return Address

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

104-04-23-17-650-265

Parcel Identification Number (PIN)

Owner/Grantor: MARCIA K. HAYEK REVOCABLE TRUST

Grantees: VILLAGE OF CALEDONIA, a quasi-municipal corporation,
and the VILLAGE OF CALEDONIA UTILITY DISTRICT, a utility district of the Village of Caledonia

Legal Description: See attached Exhibit B

DRAINAGE EASEMENT AGREEMENT:
MARCIA K. HAYEK REVOCABLE TRUST

This Drainage Easement Agreement ("Agreement") is made the 23 day of October, 2025, by and between the **MARCIA K. HAYEK REVOCABLE TRUST**, with Marcia K. Hayek being the Trustee of the said Trust, residing at 4114 Felicia Run Kansasville, Wisconsin 53139, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Five Thousand Five Hundred Dollars (\$5,500.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, for the purposes of (i) performing its easement rights granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through the Owner's Property.

2. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement to the extent necessary to carry out the installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement shall not be altered without the written consent of the Grantees.

4. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed.

5. Non-Use. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

6. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

7. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

8. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

9. Recording. Upon the execution of this Agreement by both the Owner and the Grantees, the Grantees shall record this Agreement in the Office of the Racine County Register of Deeds.

10. Statutory Procedures. Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes:

- (a) The Letter Report attached hereto as Exhibit A identifies all persons or entities (collectively, the "Recipients") that have an interest of record in the Owner's Property immediately prior to the execution of this Agreement; and
- (b) The Owner warrants and represents to the Grantees that the Owner has no notice or

knowledge of any additional Recipients subsequent to the search date of the said Letter Report (Exhibit A); and

- (c) The Grantees shall serve upon all of the Recipients, by Certified Mail, a copy of this Agreement, along with a letter advising each Recipient of the right, of that Recipient, to appeal the amount of compensation being paid to the Owner by the Grantees under this Agreement; and
- (d) The said letter to each Recipient shall further advise the Recipient that they/it may, within Six (6) Months after the date of the recording of this Agreement, appeal from the amount of compensation so paid to the Owner, in the manner set forth in Subsections 32.05(9) to (12) and Chapters 808 and 809 of the Wisconsin Statutes, for appeals from an award under Subsection (7) of this Section 32.05 of Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, and costs and expenses (including actual reasonable attorney fees and costs of litigation) arising, directly or indirectly, out of the use of, activities on, and/or entry onto the Drainage Easement described in this Agreement by the Grantees (and their officials, employees, consultants, contractors, and/or agents or representatives), except to the extent arising out of the negligent and/or intentional conduct of the Owner, and/or the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. Contingency: Village Board/Utility District Commission Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission, approving its terms and conditions.

13. Payment of Monies Due Owner. Within Thirty (30) Business Days (Mondays-Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the above-referenced Grantees approve this Agreement, the Grantees shall pay to the Owner the monies due the Owner under this Agreement.

14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreements of the parties.

16. Amendments. This Agreement shall not be modified or amended except in a written document signed by the Grantees and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY: Marcia K. Hayek, Trustee
MARCIA K. HAYEK, TRUSTEE OF
MARCIA K. HAYEK REVOCABLE TRUST

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 23RD day of OCTOBER, 2025, the above named **MARCIA K. HAYEK as TRUSTEE of MARCIA K. HAYEK REVOCABLE TRUST**, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of said Owner.

DEBRA L. FLYNN
NOTARY PUBLIC
STATE OF WISCONSIN

Debra L. Flynn
Notary Public, State of Wisconsin

My Commission expires: 11/24/2028

VILLAGE OF CALEDONIA:

BY: _____
THOMAS R. WEATHERSTON, PRESIDENT

ATTEST: _____
JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____, 2025, the above named **THOMAS R. WEATHERSTON, PRESIDENT** and **JENNIFER BASS, CLERK**, of the Village of Caledonia, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
HOWARD STACEY, PRESIDENT

BY: _____
KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the Village of Caledonia Utility District, to me known to be the persons who executed the forgoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-265

TITLE CO. REFERENCE NO.: 74831

LEGAL DESCRIPTION:

Lot 2 of Certified Survey Map No. 3193, recorded in the office of the Register of Deeds for Racine County, Wisconsin on March 17, 2016 in Volume 10 of Certified Survey Maps, on Page 467, as Document No. 2430427, part of Lot 13, Caledonia Assessors Plat No. 1 and being part of the Northeast 1/4 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

OWNER:

Marcia K. Hayek Revocable Trust

PROPERTY ADDRESS:

5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

None

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$834.04, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.



Eric D. Peterson

Authorized Signature or Signatory

5 1/2 Mile Road
Racine, WI 53402



LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS; RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT

DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a rights to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies or others and;
- Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Racine County

Owner (s):

MARCIA K HAYEK REVOCABLE TRUST

Location:

Sect. 17, T4N,R23E

Mailing Address:

MARCIA K HAYEK REVOCABLE TRUST**4114 FELICIA RUN****KANSASVILLE, WI 53139**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-265 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number:Government Owned:Acres:

0.7570

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

PT NW1/4 & SW1/4**CSM 3193 V10 PG467****LOT 2****FROM 104042317650065 IN 2016 FOR 2017 ROLL **TOTAL ACRES** 0.757**Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***5 1/2 MILE RD RACINE, WI 53402****Taxes**

0 Lottery credits claimed

Tax History

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$834.04	\$834.04	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$893.46	\$893.46	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$851.10	\$851.10	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$942.30	\$942.30	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$984.57	\$984.57	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$924.61	\$924.61	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$1,032.10	\$1,032.10	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$1,015.86	\$1,015.86	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

*NOTE: Current year tax bills may not be processed by the county.*Interest and penalty on delinquent taxes are calculated to **September 30, 2025.****Assessments**

Tax Year: 2024

[Click here for detailed assessment data. \(square footage, year built, building type, etc\)](#)

Real Estate Assessments

Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	0.754	\$53,400	\$0	\$53,400
Total:		0.754	\$53,400	\$0	\$53,400

Estimated Fair Market Value:

\$54,300

Average Assessment Ratio:

0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments

Assessment	Value	Action
24 - STORM WATER UTILITY FEE	\$16.31	

Attachments

Districts

Other Districts

Type	Code	District
Special District 4CO	CAL UTILITY WATER	
Special District 4LM	LAKE MICHIGAN STORM (INACTIVE)	
Special District 4CP	CAL UTILITY SEWER	

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

**RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE**

MARCIA K HAYEK REVOCABLE TRUST



Parcel Number: 104 042317650265
Bill Number: 786214

786214/104 042317650265
MARCIA K HAYEK REVOCABLE TR
4114 FELICIA RUN
KANSASVILLE WI 53139

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description
5 1/2 MILE RD
Sec. 17, T4N, R23E
PT NW1/4 & SW1/4CSM 3193 V10 PG467LOT 2FROM
104042317650065 IN 2016 FOR 2017 ROLL **TOTAL ACRES**
0.757

0.757 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 53,400	ASSESSED VALUE IMPROVEMENTS 0	TOTAL ASSESSED VALUE 53,400	AVERAGE ASSMT. RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 817.73																																																
ESTIMATED FAIR MARKET VALUE LAND 54,300	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 0	TOTAL ESTIMATED FAIR MARKET VALUE 54,300	☐ A star in this box means unpaid prior year taxes.	School taxes also reduced by school levy tax credit 84.93	STORM WATER UTILITY FEE 16.31																																																
<table><tr><th>TAXING JURISDICTION</th><th>2023 EST. STATE AIDS ALLOCATED TAX DIST.</th><th>2024 EST. STATE AIDS ALLOCATED TAX DIST.</th><th>2023 NET TAX</th><th>2024 NET TAX</th><th>% TAX CHANGE</th></tr><tr><td>RACINE COUNTY</td><td>1,063,188</td><td>1,059,516</td><td>161.36</td><td>151.99</td><td>-5.8%</td></tr><tr><td>VILLAGE OF CALEDONIA</td><td>2,566,300</td><td>2,622,659</td><td>310.54</td><td>302.20</td><td>-2.7%</td></tr><tr><td>UNIFIED SCHOOL DISTRICT</td><td>48,597,647</td><td>53,668,806</td><td>366.46</td><td>327.09</td><td>-10.7%</td></tr><tr><td>GATEWAY TEC VTAE</td><td>2,192,529</td><td>2,224,473</td><td>32.33</td><td>30.48</td><td>-5.7%</td></tr><tr><td>CAL UTILITY SEWER</td><td>0</td><td>0</td><td>6.46</td><td>5.97</td><td>-7.6%</td></tr><tr><td>CAL UTILITY WATER</td><td>0</td><td>0</td><td>0.00</td><td>0.00</td><td></td></tr><tr><td>TOTAL</td><td>54,419,664</td><td>59,575,454</td><td>877.15</td><td>817.73</td><td>-6.8%</td></tr></table>						TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE	RACINE COUNTY	1,063,188	1,059,516	161.36	151.99	-5.8%	VILLAGE OF CALEDONIA	2,566,300	2,622,659	310.54	302.20	-2.7%	UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	366.46	327.09	-10.7%	GATEWAY TEC VTAE	2,192,529	2,224,473	32.33	30.48	-5.7%	CAL UTILITY SEWER	0	0	6.46	5.97	-7.6%	CAL UTILITY WATER	0	0	0.00	0.00		TOTAL	54,419,664	59,575,454	877.15	817.73	-6.8%
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TOTAL	54,419,664	59,575,454	877.15	817.73	-6.8%																																																
FIRST DOLLAR CREDIT			0.00	0.00	0.0%																																																
LOTTERY AND GAMING CREDIT			0.00	0.00	0.0%																																																
NET PROPERTY TAX			877.15	817.73	-6.8%																																																

TOTAL DUE: \$834.04

FOR FULL PAYMENT

PAY BY:

JANUARY 31, 2025

Warning: If not paid by due dates,
installment option is lost and total tax is
delinquent subject to interest and, if
applicable, penalty.
Failure to pay on time. See reverse.

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	66.29	2051				

PAY 1ST INSTALLMENT OF: \$425.18
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650265
MARCIA K HAYEK REVOCABLE TRUST
BILL NUMBER: 786214

PAY 2ND INSTALLMENT OF: \$408.86
BY JULY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650265
MARCIA K HAYEK REVOCABLE TRUST
BILL NUMBER: 786214

PAY FULL AMOUNT OF: \$834.04
BY JANUARY 31, 2025

AMOUNT ENCLOSED _____

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650265
MARCIA K HAYEK REVOCABLE TRUST
BILL NUMBER: 786214



INCLUDE THIS STUB WITH YOUR PAYMENT

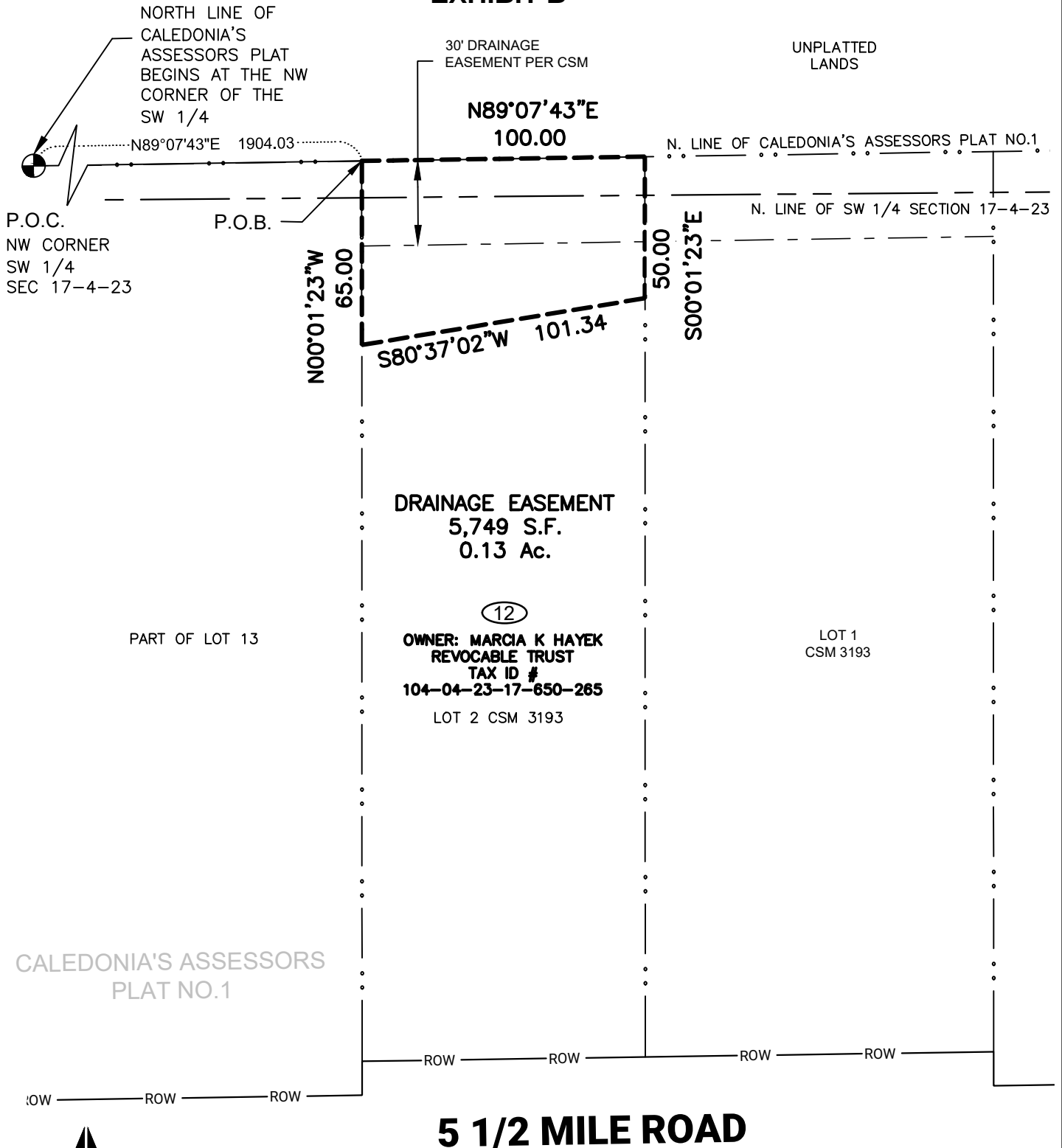


INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



VILLAGE OF CALEDONIA	
DRAINAGE EASEMENT	
MARCIA K HAYEK REVOCABLE TRUST	
TAX ID# 104-04-23-17-650-265	
SCALE 0 50 100	PROJECT ID: 0021C035.00
DATE: 7/20/2021	
PREPARED BY: JDS1	
CHECKED BY: AJM1	
SHEET 1	

7/26/2021 11:52 AM AJM1 C:\pwworking\pwworking\dwg\1681Turtle Creek Storm Easement.dwg

MARCIA K HAYEK REVOCABLE TRUST: Tax ID 104-04-23-17-650-265

Drainage Easement

Part of Lot 2 of Certified Survey Map No. 3193, being a part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4, all in Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 1904.03 feet to the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 100.00 feet to the West line of Lot 1 of said Certified Survey Map; thence South 00°01'23" East along said West line 50.00 feet; thence South 80°37'02" West 101.34 feet to the West line of Lot 2 of said Certified Survey Map; thence North 00°01'23" West along said West line 65.00 feet to the point of beginning of lands being described.

Containing 5,749 Square feet (0.13 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

**RESOLUTION NO. 2025-091
VILLAGE OF CALEDONIA**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA
TO EXECUTE A DRAINAGE EASEMENT AGREEMENT WITH
THE DRIFTWOOD LIVING TRUST DATED JULY 17, 2015**

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

WHEREAS, the Village & Caledonia Utility District desire to improve the storm water capacity conveyance, reduce streambank erosion, reduce sediment loading, and protect infrastructure in the Turtle Creek between Middle Road and the Klema Ditch in the Village of Caledonia.

WHEREAS, the Village & Caledonia Utility District have partnered with the Root Pike Watershed Initiative Network to design, raise grant dollars, and construct the Turtle Creek Restoration Project.

WHEREAS, the design of the Turtle Creek Restoration Project has identified several Drainage Easements that are necessary in order to complete the project.

WHEREAS, the Village has adopted Resolution 2021-95, Relocation Order of the Village of Caledonia affecting property along the Turtle Creek between Middle Road and the Klema Ditch as part of the Turtle Creek Restoration Project in Section 17, Range 23 in the Village of Caledonia, Racine County, Wisconsin to obtain the required Drainage Easements.

WHEREAS, the Village of Caledonia has retained the services of Southern Wisconsin Appraisal for appraisals and negotiation of the identified Drainage Easements required for the Project.

WHEREAS, the Owner, the Driftwood Living Trust Dated July 17, 2015 has executed the Drainage Easement but has yet to provide the other necessary documents.

WHEREAS, the Caledonia Utility District has authorized the President & Secretary of the Caledonia Utility District to execute the Drainage Easement Agreement at their November 5, 2025 meeting.

WHEREAS, the President and Clerk of the Village need to execute the Drainage Easement Agreement in order to allow it to be recorded. Although the Drainage Easement will not be recorded until all documents from the Owner have been received.

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

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

Document Number

**Drainage Easement Agreement:
Driftwood Living Trust
Dated July 17, 2015**

Name and Return Address
**Mr. Anthony A. Bunkelman P.E.
Village of Caledonia
Engineering Department
5043 Chester Lane
Caledonia, Wisconsin 53402**

104-04-23-17-650-068
Parcel Identification Number (PIN)

DRAINAGE EASEMENT AGREEMENT:
DRIFTWOOD LIVING TRUST DATED JULY 17, 2015

This Drainage Easement Agreement ("Agreement") is made the _____ day of _____, 2025, by and between the **DRIFTWOOD LIVING TRUST DATED JULY 17, 2015**, with Francis Vern Bailey, being the Successor Trustee of the said Trust, residing at 2420 5 ½ Mile Road Caledonia, Wisconsin 53402, referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted in the Letter Report attached hereto as Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Drainage Easement") over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Drainage Easement". The location of the Drainage Easement with respect to the Property is as shown and described in Exhibit B.

C. As used in this Agreement, the term "Drainage Facilities" shall mean the Drainage Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Drainage Easement from time to time by the Grantees, or its contractors, successors and assigns, for the conveyance of surface and storm water over, across, under and through the Property.

AGREEMENT

For Six Thousand One Hundred Dollars (\$6,100.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Owner, the parties agree as follows:

1. Grant of Easement. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, the right to construct, install, maintain, repair, and/or replace Drainage Facilities in the Drainage Easement, for the purposes of (i) performing its easement rights granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Drainage Easement, and/or (iii) for conveying storm waters through the Drainage Easement and the Drainage Facilities, through the Owner's Property.

2. Removal of Obstructions. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Drainage Easement, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Drainage Easement that interfere with installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or

replacement of the Drainage Facilities within the Drainage Easement.

- (b) Remove any structures or improvements located within the Drainage Easement to the extent necessary to carry out the installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement.

3. Certain Owner Requirements.

- (a) No fences, structures or improvements shall be erected, and no trees, bushes or other vegetation will be planted, within the Drainage Easement without the written consent of the Grantees; and
- (b) The elevation of the existing ground surface within the Drainage Easement shall not be altered without the written consent of the Grantees.

4. Restoration of Surface. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) installation, construction, use, operation, cleaning, maintenance, alteration, repair and/or replacement of the Drainage Facilities within the Drainage Easement. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed.

5. Non-Use. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

6. Covenants Run With Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

7. Warranty. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

8. Term. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

9. Recording. Upon the execution of this Agreement by both the Owner and the Grantees, the Grantees shall record this Agreement in the Office of the Racine County Register of Deeds.

10. Statutory Procedures. Pursuant to the provisions of Section 32.05(2a) of the Wisconsin Statutes:

- (a) The Letter Report attached hereto as Exhibit A identifies all persons or entities (collectively, the "Recipients") that have an interest of record in the Owner's Property immediately prior to the execution of this Agreement; and

- (b) The Owner warrants and represents to the Grantees that the Owner has no notice or knowledge of any additional Recipients subsequent to the search date of the said Letter Report (Exhibit A); and
- (c) The Grantees shall serve upon all of the Recipients, by Certified Mail, a copy of this Agreement, along with a letter advising each Recipient of the right, of that Recipient, to appeal the amount of compensation being paid to the Owner by the Grantees under this Agreement; and
- (d) The said letter to each Recipient shall further advise the Recipient that they/it may, within Six (6) Months after the date of the recording of this Agreement, appeal from the amount of compensation so paid to the Owner, in the manner set forth in Subsections 32.05(9) to (12) and Chapters 808 and 809 of the Wisconsin Statutes, for appeals from an award under Subsection (7) of this Section 32.05 of Wisconsin Statutes. For the purposes of any such appeal, the amount paid to the Owner under this Agreement shall be treated as the date of taking and the date of evaluation.

11. Indemnification by Village. The Village shall, and hereby does, indemnify and hold harmless the Owner from and against all losses, damages, liabilities, demands, causes of action, judgements, and costs and expenses (including actual reasonable attorney fees and costs of litigation) arising, directly or indirectly, out of the use of, activities on, and/or entry onto the Drainage Easement described in this Agreement by the Grantees (and their officials, employees, consultants, contractors, and/or agents or representatives), except to the extent arising out of the negligent and/or intentional conduct of the Owner, and/or the Owner's contractors, consultants, guests, invitees, representatives, or agents.

12. Contingency: Village Board/Utility District Commission Approval. This Agreement is expressly contingent upon the Village Board for the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission, approving its terms and conditions.

13. Payment of Monies Due Owner. Within Thirty (30) Business Days (Mondays-Fridays) after (i) this Agreement is signed by all of the parties, and (ii) the above-referenced Grantees approve this Agreement, the Grantees shall pay to the Owner the monies due the Owner under this Agreement.

14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. Venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

15. Entire Agreement. All negotiations, promises, discussions, understandings, and agreements hereto made or had between the parties are merged in this Agreement, and this Agreement alone fully and completely expresses the final agreements of the parties.

16. Amendments. This Agreement shall not be modified or amended except in a written document signed by the Grantees and the Owner, and then approved by the Village Board of the Village of Caledonia, Wisconsin, and the Village of Caledonia Utility District Commission.

SIGNATURE PAGE TO FOLLOW

OWNER:

BY: _____

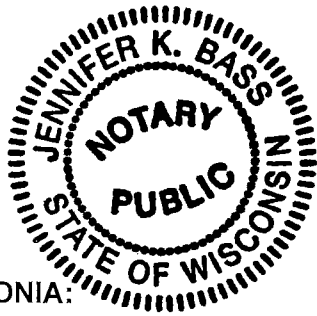
**FRANCIS VERN BAILEY, SUCCESSOR TRUSTEE OF
the DRIFTWOOD LIVING TRUST DATED JULY 17, 2015**

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this 17 day of October 2025, the above
named **FRANCIS VERN BAILEY, SUCCESSOR TRUSTEE OF the DRIFTWOOD LIVING TRUST
DATED JULY 17, 2015**, to me known to be the persons who executed the forgoing instrument and
acknowledged the same on behalf of said Owner.





Notary Public, State of Wisconsin

Jennifer K. Bass
My Commission expires: 9/23/2029

VILLAGE OF CALEDONIA:

BY: _____

THOMAS R. WEATHERSTON, PRESIDENT

ATTEST: _____

JENNIFER BASS, CLERK

STATE OF WISCONSIN)

)SS

COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **THOMAS R. WEATHERSTON, PRESIDENT** and **JENNIFER BASS, CLERK**, of the Village
of Caledonia, to me known to be the persons who executed the forgoing instrument and
acknowledged the same on behalf of the Village of Caledonia.

Notary Public, State of Wisconsin

My Commission expires: _____

VILLAGE OF CALEDONIA UTILITY DISTRICT:

BY: _____
 HOWARD STACEY, PRESIDENT

BY: _____
 KATHLEEN TRENTADUE, SECRETARY

STATE OF WISCONSIN)
)SS
COUNTY OF RACINE)

Personally came before me this _____ day of _____ 2025, the above
named **HOWARD STACEY, PRESIDENT** and **KATHLEEN TRENTADUE, SECRETARY**, of the
Village of Caledonia Utility District, to me known to be the persons who executed the forgoing
instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires: _____

This document drafted by:
Anthony A. Bunkelman P.E.
Public Services Director
Village of Caledonia

EXHIBIT A

LETTER REPORT

TITLE REPORT PREPARED FOR: Village of Caledonia

TAX KEY NO.: 104-04-23-17-650-068

TITLE CO. REFERENCE NO.: 74835

LEGAL DESCRIPTION:

Part of Lot 13, Caledonia's Assessors Plat No. 1, according to the recorded plat thereof, described as follows: Begin at the Northeast corner of said Lot 13; run thence South 00° 43' 42" East 329.96 feet to the Southeast corner of said Lot 13; thence South 89° 07' 59" West 328.76 feet on South line of said Lot 13; thence North 00° 01' 09" West 330.00 feet to the North line of said Lot 13; thence North 89° 07' 59" East 324.68 feet to the point of beginning. Said land being in the Village of Caledonia, Racine County, Wisconsin.

OWNER:

Francis Vern Bailey and Teresa Bernice Bailey, as Co-Trustees or the Successor Trustee under Driftwood Living Trust Dated July 17, 2015

PROPERTY ADDRESS:

2420 5 1/2 Mile Road, Racine, WI 53402

OPEN MORTGAGES:

Mortgage from Francis Vern Bailey and Teresa Bernice Bailey, as Co-Trustees or the Successor Trustee under Driftwood Living Trust Dated July 17, 2015 to Educators Credit Union in the amount of \$249,999.00 dated June 4, 2020 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on June 11, 2020 as Document No. 2554200.

Mortgage from Francis Vern Bailey as Co-Trustees or the Successor Trustee under Driftwood Living Trust Dated July 17, 2015 to Summit Credit Union in the amount of \$100,000.00 dated October 6, 2023 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 12, 2023 as Document No. 2664167.

UNSATISFIED LIENS, JUDGMENTS, WARRANTS:

None

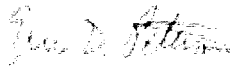
REAL ESTATE TAXES:

Taxes for the year 2024 in the amount of \$7,090.26, have been paid in full.

THIS report is compiled from the public records of the appropriate offices in which the property is located, and assumes no liabilities for the public record information or facts shown in detail herein. **THIS REPORT IS NOT AN ABSTRACT OR OPINION OF TITLE, TITLE COMMITMENT OF GUARANTY OR TITLE INSURANCE POLICY.** The liability hereunder is specifically limited to the fees paid for the preparation of this report.

This report is prepared and submitted as of September 9, 2025 at 08:00 AM

Landmark Title of Racine, Inc.

A handwritten signature in cursive script, appearing to read "Eric D. Peterson".

Eric D. Peterson
Authorized Signature or Signatory

2420 5 1/2 Mile Road
Racine, WI 53402



LANDMARK TITLE OF RACINE, INC.

LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE, BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS; RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING, BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY

(continued)

OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT

DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDER TAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR, SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND /OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.



Landmark Title of Racine, Inc. Privacy Policy

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our underwriters, Commonwealth Land Title and First American Title, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use the information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.
- Information about your transactions with us, our affiliated companies or others and;
- Information we receive from a consumer reporting agency

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities that need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Racine County

Owner (s):

**DRIFTWOOD LIVING TRUST DATED JULY
17, 2015**

Location:

Sect. 17, T4N,R23E

Mailing Address:

**DRIFTWOOD LIVING TRUST DATED JULY
17, 2015**

School District:

4620 - UNIFIED SCHOOL DISTRICT**2420 5 1/2 MILE ROAD****RACINE, WI 53402**

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

104-04-23-17-650-068 104-VILLAGE OF CALEDONIA Active

Alternate Tax Parcel Number: Government Owned: Acres:

2.4800

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**CALEDONIA'S ASSESSORS PLAT NO. 1 PT LOT 13 DAF BEG AT NE COR LOT 13 TH S329 W328 N330
E324 TO POB FROM PT 004042317650065 IN 90 FOR 91 ROLL **TOTAL ACRES** 2.48**

Site Address (es): (Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)

2420 5 1/2 MILE RD RACINE, WI 53402**Taxes**

1 Lottery credit claimed effective 1/1/2014

Tax History

Tax Year* Omitted	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2024	\$7,090.26	\$7,090.26	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$7,201.27	\$7,201.27	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$6,323.12	\$6,323.12	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$6,126.59	\$6,126.59	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$6,221.44	\$6,221.44	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$5,809.39	\$5,809.39	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$5,619.83	\$5,619.83	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$5,582.31	\$5,582.31	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$5,496.64	\$5,496.64	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$5,876.95	\$5,876.95	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$5,633.98	\$5,633.98	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$5,877.10	\$5,877.10	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$6,116.74	\$6,116.74	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

NOTE: Current year tax bills may not be processed by the county.

Interest and penalty on delinquent taxes are calculated to September 30, 2025.

Assessments

Tax Year: 2024

Click here for detailed assessment data. (square footage, year built, building type, etc)

Real Estate Assessments					
Code	Description	Acres	Land Value	Improvement Value	Total Value
1	Residential	2.492	\$85,900	\$379,200	\$465,100
Total:		2.492	\$85,900	\$379,200	\$465,100

Estimated Fair Market Value:
\$472,800

Average Assessment Ratio:
0.983585966

* MFL, PFC, and Agriculture values are not included in the total Estimated Fair Market Value.

** Land classified Undeveloped and Agricultural Forest is assessed at 50% of market value. Doubling the assessed value then dividing by the average assessment ratio will determine the EFMV of these land classifications.

Special Assessments		
Assessment	Value	Action
16 - GARBAGE COLLECTION	\$124.00	
24 - STORM WATER UTILITY FEE	\$65.25	
25 - RECYCLING	\$70.00	

Attachments

Districts

Other Districts		
Type	Code	District
Special District	4CO	CAL UTILITY WATER
Special District	4LM	LAKE MICHIGAN STORM (INACTIVE)

Type	Code	District
Special District	4CP	CAL UTILITY SEWER

Documents

Notes

Parcel History

Permits

Sales History

Survey History

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

**RACINE COUNTY - STATE OF WISCONSIN
PROPERTY TAX BILL FOR 2024
REAL ESTATE**

DRIFTWOOD LIVING TRUST DATED JULY 17, 2015



Parcel Number: 104 042317650068
Bill Number: 781491

781491/104 042317650068
DRIFTWOOD LIVING TRUST DATE
2420 S 1/2 MILE ROAD
RACINE WI 53402

Important: Be sure this description covers your property. Note that this description is for tax bill only and may not be a full legal description. See reverse side for important information.

Location of Property/Legal Description

2420 S 1/2 MILE RD
Sec. 17, T4N, R23E
CALEDONIA'S ASSESSORS PLAT NO. 1 PT LOT 13 DAF BEG
AT NE COR LOT 13 TH S329 W328 N330 E324 TO POB FROM
PT 004042317650065 IN 90 FOR 91 ROLL **TOTAL ACRES**
2.48

2.480 ACRES

Please inform treasurer of address changes.

ASSESSED VALUE LAND 85,900	ASSESSED VALUE IMPROVEMENTS 379,200	TOTAL ASSESSED VALUE 465,100	AVERAGE ASSMT. RATIO 0.983585966	NET ASSESSED VALUE RATE 0.01531338 (Does NOT reflect credits)	NET PROPERTY TAX 6831.01
ESTIMATED FAIR MARKET VALUE LAND 87,300	ESTIMATED FAIR MARKET VALUE IMPROVEMENTS 385,500	TOTAL ESTIMATED FAIR MARKET VALUE 472,800	☐ A star in this box means unpaid prior year taxes	School taxes also reduced by school levy tax credit 739.68	GARBAGE COLLECTION 124.00 STORM WATER UTILITY FEE 65.25 RECYCLING 70.00
TAXING JURISDICTION	2023 EST. STATE AIDS ALLOCATED TAX DIST.	2024 EST. STATE AIDS ALLOCATED TAX DIST.	2023 NET TAX	2024 NET TAX	% TAX CHANGE
RACINE COUNTY	1,063,188	1,059,516	1,342.26	1,323.81	-1.4%
VILLAGE OF CALEDONIA	2,566,300	2,622,659	2,583.15	2,632.11	1.9%
UNIFIED SCHOOL DISTRICT	48,597,647	53,668,806	3,048.34	2,848.86	-6.5%
GATEWAY TEC VTAE	2,192,529	2,224,473	268.95	265.45	-1.3%
CAL UTILITY SEWER	0	0	53.73	52.02	-3.2%
CAL UTILITY WATER	0	0	0.00	0.00	
TOTAL	54,419,664	59,575,454	7,296.43	7,122.25	-2.4%
FIRST DOLLAR CREDIT			-73.99	-69.02	-6.7%
LOTTERY AND GAMING CREDIT			-275.42	-222.22	-19.3%
NET PROPERTY TAX			6,947.02	6,831.01	-1.7%
TOTAL DUE: \$7,090.26 FOR FULL PAYMENT PAY BY: JANUARY 31, 2025 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.					

FOR INFORMATION PURPOSES ONLY • Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends	Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
UNIFIED SCHOOL DISTRICT	4,527,008	577.39	2051				

PAY 1ST INSTALLMENT OF: \$3,563.65
BY JANUARY 31, 2025

AMOUNT ENCLOSED

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650068
DRIFTWOOD LIVING TRUST DATED JULY 17, 2015
BILL NUMBER: 781491

PAY 2ND INSTALLMENT OF: \$3,526.61
BY JULY 31, 2025

AMOUNT ENCLOSED

MAKE CHECK PAYABLE AND MAIL TO:

RACINE COUNTY TREASURER
730 WISCONSIN AVENUE
RACINE, WI 53403-1274

PIN# 104 042317650068
DRIFTWOOD LIVING TRUST DATED JULY 17, 2015
BILL NUMBER: 781491

PAY FULL AMOUNT OF: \$7,090.26
BY JANUARY 31, 2025

AMOUNT ENCLOSED

MAKE CHECK PAYABLE AND MAIL TO:

VILLAGE OF CALEDONIA
5043 CHESTER LN
CALEDONIA WI 53402

PIN# 104 042317650068
DRIFTWOOD LIVING TRUST DATED JULY 17, 2020
BILL NUMBER: 781491



INCLUDE THIS STUB WITH YOUR PAYMENT

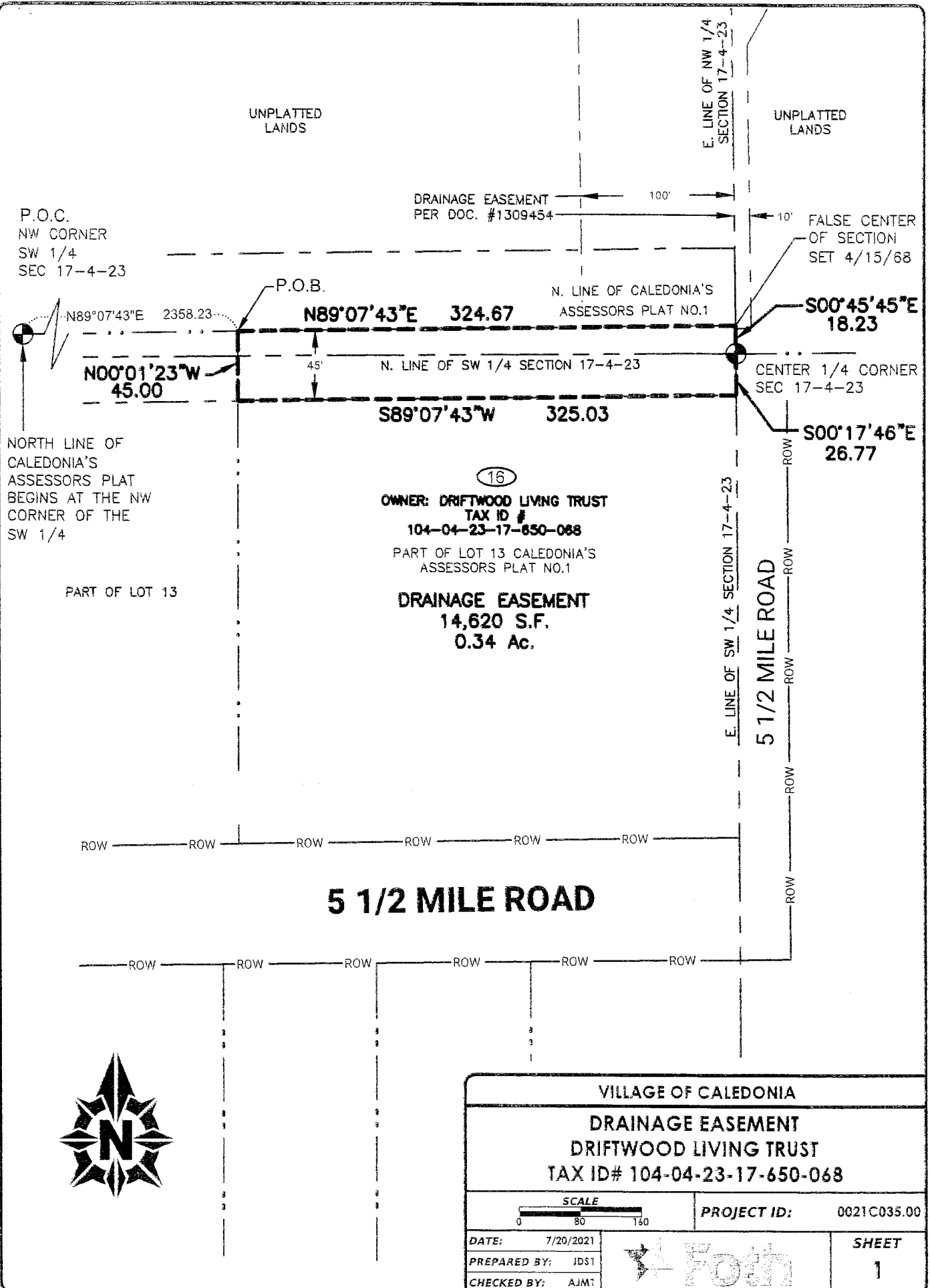


INCLUDE THIS STUB WITH YOUR PAYMENT



INCLUDE THIS STUB WITH YOUR PAYMENT

EXHIBIT B



DRIFTWOOD LIVING TRUST: Tax ID 104-04-23-17-650-068

Drainage Easement

Land being a part of Lot 13 of Caledonia's Assessors Plat No.1, being part of the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 4 North, Range 23 East, in the Village of Caledonia, County of Racine, State of Wisconsin described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section; Thence North 89°07'43" East along the North line of Caledonia's Assessors Plat No.1 a distance of 2358.23 feet to the point of beginning of lands being described.

Thence continuing North 89°07'43" East along said North line 324.67 feet to a point on the East line of the Northwest 1/4 of said section; thence South 00°45'45" East along said East line 18.23 feet to the Center 1/4 corner of said section; thence South 00°17'46" East along the East line of the Southwest 1/4 of said Section a distance of 26.77 feet, thence South 89°07'43" West along a line that is 45.00 feet South of and parallel to the North line of Caledonia's Assessors Plat No. 1 a distance of 325.03 feet; thence North 00°01'23" West 45.00 feet to the point of beginning of lands being described.

Containing 14,620 Square feet (0.34 Ac.) of land more or less.

Date: 7/20/2021

Andrew Miazga (S-2826)

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
General Fund	498	ACH - DELTA DENTAL	988193	10/27/2025 DELTA DENTAL CLAI	10/27/2025	2,394.40	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	989469	11/03/2025 DELTA DENTAL CLAI	11/03/2025	3,352.05	100-21534-000 Dental Deductions
Total ACH - DELTA DENTAL:						8,564.25	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	GPPI-00108-20	11/01/2025 PET INSURANCE PR	11/01/2025	130.58	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						130.58	
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
General Fund	3898	ACH - QUADIENT FINANCE USA	OCTOBER 202	OCTOBER 2025 POSTAGE & SU	11/04/2025	1,275.90	100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:						2,275.90	
ACH - SIMPLIFILE, LC							
General Fund	768	ACH - SIMPLIFILE, LC	OCTOBER 202	10/21/2025 - E2712603 - INDEM	10/31/2025	35.25	100-42-61100 Legal Fees
General Fund	768	ACH - SIMPLIFILE, LC	OCTOBER 202	10/21/2025 - E2712635 - INDEM	10/31/2025	35.25	100-42-61100 Legal Fees
Total ACH - SIMPLIFILE, LC:						70.50	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ08182025	JULY-AUG '25 FUEL	08/26/2025	889.05	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ9941018202	SEP-OCT '25 FUEL FOR CFD VE	10/27/2025	1,054.59	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						1,943.64	
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 - WCA GROUP HEALTH TRUST							
General Fund	9142	ACH - WCA GROUP HEALTH TR	110125	11/01/2025 WCA HEALTH INSUR	10/28/2025	250,151.54	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						250,151.54	
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

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
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	
ACH - WEX BANK / SPEEDWAY FLEET							
General Fund	925	ACH - WEX BANK / SPEEDWAY	108061215	OCTOBER 25 FUEL PURCHASE	10/23/2025	780.06	100-30-63200 Fuel, Oil, Fluids
Total ACH - WEX BANK / SPEEDWAY FLEET:						780.06	
AERO COMPRESSED GASES							
General Fund	29	AERO COMPRESSED GASES	505978	OXYGEN FOR MEDICAL USE	11/05/2025	66.50	100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:						66.50	
ALERT LIGHTING COMPANY LLC							
General Fund	9325	ALERT LIGHTING COMPANY LL	4321	LED HIGH GARAGE BAY LIGHT	10/22/2025	60.00	100-41-64240 Building Repairs & Maintenance
Total ALERT LIGHTING COMPANY LLC:						60.00	
AMBULANCE/EMS REFUND VENDOR							
General Fund	9000	AMBULANCE/EMS REFUND VE	24-003363	CALL #24-003363 PT OVERPAY	10/30/2025	40.00	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	25-000486	25-000486 PATIENT OVERPAYM	10/30/2025	275.00	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	25-000640	CALL # 25-000640 PATIENT OVE	10/30/2025	275.00	100-00-46230 Ambulance/EMS Fees
General Fund	9000	AMBULANCE/EMS REFUND VE	25-E567953 R	25-E567953; DUPLICATE PAYME	10/16/2025	1,185.00	100-00-46230 Ambulance/EMS Fees
Total AMBULANCE/EMS REFUND VENDOR:						1,775.00	
AMERICAN LEAK DETECTION							
Water Utility Fund	79	AMERICAN LEAK DETECTION	00473292	MAIN/SERVICE LINE LEAK DET	08/05/2025	545.00	500-00-64270 Infrastructure Maintenance
Total AMERICAN LEAK DETECTION:						545.00	
AQUA BACKFLOW, INC							
Water Utility Fund	127	AQUA BACKFLOW, INC	2025-0293	SITE INSPECTIONS	10/09/2025	5,670.00	500-00-62100 Contracted Services

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total AQUA BACKFLOW, INC:						5,670.00	
ASCENSION WI EMP SOLUTIONS							
General Fund	9226	ASCENSION WI EMP SOLUTION	426472	OCT-25; PERSONNEL RANDOM	10/31/2025	331.00	100-41-51100 Testing/Physicals
Total ASCENSION WI EMP SOLUTIONS:						331.00	
AURORA HEALTH CARE							
General Fund	155	AURORA HEALTH CARE	661245	PRE-EMPLOYMENT TESTING	11/03/2025	2,093.00	100-35-51100 Testing/Physicals
General Fund	155	AURORA HEALTH CARE	661245	PRE-EMPLOYMENT TESTING	11/03/2025	165.00	100-30-51100 Testing/Physicals
Total AURORA HEALTH CARE:						2,258.00	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	1764813	E-SERIES ELLIPTICAL METER	10/20/2025	674.15	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1765506	BADGER METER ITEMS 6123 L	10/22/2025	335.12	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1765756	BADGER METER E-SERIES G2	10/23/2025	2,946.25	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	80210004	BEACON MBL HOSTING SERV	08/29/2025	376.15	500-00-64300 IT Maintenance & Subscriptions
Water Utility Fund	163	BADGER METER INC.	80213161	BEACON MBL HOSTING SERV	09/30/2025	376.30	500-00-64300 IT Maintenance & Subscriptions
Total BADGER METER INC.:						4,707.97	
BATTERIES PLUS LLC							
Sewer Utility Fund	3791	BATTERIES PLUS LLC	P85271498	12V & 6V BATTERIES	09/04/2025	249.35	501-00-64250 Equipment Repairs & Maintenance
Total BATTERIES PLUS LLC:						249.35	
BELLE CITY FIRE & SAFETY							
General Fund	196	BELLE CITY FIRE & SAFETY	83776	PD; FIRE EXTINGUISHERS SER	07/21/2025	150.00	100-30-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:						150.00	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	2025-526	REFUND FOR BUILDING PERMI	10/08/2025	65.00	100-00-44300 Building Permits
General Fund	271	BUILDING PERMIT REFUND VE	24-ROP-18	11905 GOLF RD REFUND ROAD	10/30/2025	500.00	100-23161-000 Road Opening Bonds
Total BUILDING PERMIT REFUND VENDOR:						565.00	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-478029	CONV OIL	09/29/2025	14.88	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-478029	CONV OIL	09/29/2025	14.87	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-478831	OIL FILTERS, OIL, GREASE, EX	10/08/2025	192.50	500-00-63300 Vehicle Repairs & Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-478831	OIL FILTERS, OIL, GREASE, EX	10/08/2025	192.50	501-00-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	14873-479108	BRAKE PADS	10/10/2025	343.16	100-30-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	480683	MICRO BELT FOR Q-10	10/29/2025	63.97	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	481068	OIL FILTER AND STRING REFILL	11/05/2025	13.63	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	481177	BRAKE PADS FOR MED 11	11/05/2025	53.22	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	481319	PAINTED ROTOR FOR MED 11	11/05/2025	130.36	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						1,019.09	
CINTAS CORP							
General Fund	9388	CINTAS CORP	424760421	OCT-25; FLOOR MATS	10/24/2025	74.50	100-41-62100 Contracted Services
General Fund	9388	CINTAS CORP	4248406373	OCT-25; DPW FLOOR MATS	10/31/2025	74.50	100-41-62100 Contracted Services
Total CINTAS CORP:						149.00	
CITY OF RACINE..							
General Fund	374	CITY OF RACINE..	72027	RADIO REPAIR	10/23/2025	93.75	100-30-62300 Equipment Rental & Maintenance
Total CITY OF RACINE..:						93.75	
CLL SERVICES INC							
General Fund	9085	CLL SERVICES INC	1069	9/29/2025 -- WEED REMOVAL - 5	10/22/2025	280.00	100-90-62900 Private Property Maintenance
General Fund	9085	CLL SERVICES INC	1069	9/30/2025 -- WEED REMOVAL - 5	10/22/2025	280.00	100-90-62900 Private Property Maintenance
General Fund	9085	CLL SERVICES INC	1069	9/7/2025 -- WEED REMOVAL - 51	10/22/2025	320.00	100-90-62900 Private Property Maintenance
General Fund	9085	CLL SERVICES INC	1068	10/2025; ADMINISTRATIVE, MIL	10/28/2025	229.38	100-90-62900 Private Property Maintenance
Total CLL SERVICES INC:						1,109.38	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	5264	PINK PEARL ERASERS AND #2	10/15/2025	12.97	100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						12.97	
CONSERV FS INC.							
General Fund	3962	CONSERV FS INC.	777006798	4000 GAL UNL GAS	10/31/2025	9,484.00	100-41-63200 Fuel, Oil, Fluids
Total CONSERV FS INC.:						9,484.00	
CORE & MAIN LP							
Water Utility Fund	405	CORE & MAIN LP	X883777	LID LIFTER, ADAPTER, REP CLI	10/08/2025	649.88	500-00-64270 Infrastructure Maintenance
Water Utility Fund	405	CORE & MAIN LP	X883777	LID LIFTER, ADAPTER, REP CLI	10/08/2025	135.81	500-00-64070 Work Supplies
Water Utility Fund	405	CORE & MAIN LP	X884235	12X25X1CC REP CL	10/13/2025	683.20	500-00-64270 Infrastructure Maintenance
Water Utility Fund	405	CORE & MAIN LP	X979503	18" WB67 HYD EXT KIT, 24" WB6	10/24/2025	4,703.90	500-00-64270 Infrastructure Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total CORE & MAIN LP:						6,172.79	
CRAIG D. CHILDS, PHD, SC							
General Fund	414	CRAIG D. CHILDS, PHD, SC	4399	NEW HIRE EVALUATION FOR M	10/29/2025	525.00	100-35-51100 Testing/Physicals
General Fund	414	CRAIG D. CHILDS, PHD, SC	4403	NEW HIRE EVAL MARTINEZ	11/01/2025	510.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:						1,035.00	
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-	
EDWARD J MATICHECK FAMILY TRUST							
Storm Water Utility Fund	3969	EDWARD J MATICHECK FAMILY	TURTLE CREE	PARCEL 10 TURTLE CREEK RE	10/30/2025	4,000.00	502-00-65155 Turtle Creek Restoration
Total EDWARD J MATICHECK FAMILY TRUST:						4,000.00	
EMERGENCY LIGHTING AND ELECTRONICS							
General Fund	9179	EMERGENCY LIGHTING AND EL	1151	#208 PUSH BUMPERS	10/30/2025	2,902.95	100-30-63300 Vehicle Repairs & Maintenance
Capital Projects Fund	9179	EMERGENCY LIGHTING AND EL	1152	#206 UPFITTING	10/30/2025	6,994.16	400-30-65040 Equipment-Vehicles
Total EMERGENCY LIGHTING AND ELECTRONICS:						9,897.11	
FIRST ARRIVING iO, Inc							
General Fund	708	FIRST ARRIVING iO, Inc	6352	LICENSE RENEWAL AND DASH	11/05/2025	6,233.74	100-35-62100 Contracted Services
Total FIRST ARRIVING iO, Inc:						6,233.74	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
General Fund	666	FOTH INFRASTRUCTURE & EN	100249	SEP-25; HOMESTEAD	10/28/2025	9,518.09	100-23163-008 Homestead Acres Deposit
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100251	SEP-25; TID 5 CENTRAL LIFT ST	10/28/2025	58,441.09	501-18737-000 CIP-Central Attenuation Basin
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	100254	SEP-25; ADAMS RD WATER MAI	10/28/2025	1,460.50	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	100255	SEP-25; ADAMS RD ELEVATED	10/28/2025	9,931.20	414-00-61000 Professional Services
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	100257	SEP-25; SUNDANCE HEIGHTS	10/28/2025	2,736.50	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100258	SEP-25; STH 31 SANITARY LATE	10/28/2025	500.50	501-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	100263	SEP-25; TID 4 CTH V BOOSTER	10/28/2025	2,013.50	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	100264	SEP-25; THOMAS TREE FARMS	10/28/2025	545.00	100-23163-121 Thomas Tree Plantation - Bear
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	100266	SEP-25; CALEDONIA GENERAL	10/28/2025	5,528.25	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	100266	SEP-25; CALEDONIA GENERAL	10/28/2025	2,174.25	501-00-61340 Engineering Design Charges
General Fund	666	FOTH INFRASTRUCTURE & EN	97891	JUN-25; CALEDONIA GENERAL	07/07/2025	812.08	100-23163-056 Korndoerfer - Deepwoods Drive
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	97891	JUN-25; CALEDONIA GENERAL	07/07/2025	4,405.40	500-00-61340 Engineering Design Charges

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	97891	JUN-25; CALEDONIA GENERAL	07/07/2025	2,119.34	501-00-61340 Engineering Design Charges
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	97891	JUN-25; CALEDONIA GENERAL	07/07/2025	927.58	414-23163-001 Caledonia Corp Park / Zilber
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						101,113.28	
FRANK BOUCHER							
General Fund	673	FRANK BOUCHER	724534	OIL CHANGE AND INSPECTION	10/24/2025	115.40	100-41-63300 Vehicle Repairs & Maintenance
Total FRANK BOUCHER:						115.40	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18288	#215 OIL CHANGE	10/27/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18298	#215 TIRE REPLACEMENT	10/30/2025	144.45	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18299	#214 TIRES	10/30/2025	144.45	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18314	#216 OIL CHANGE	11/04/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	18315	#214 OIL CHANGE	11/04/2025	59.74	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						468.12	
G & F EXCAVATING							
Sewer Utility Fund	687	G & F EXCAVATING	36511	REPLACE SEWER LATERAL @	09/26/2025	8,298.50	501-00-64270 Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36512	TRUCK FILL DIRT FROM UTILIT	09/29/2025	3,802.50	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	687	G & F EXCAVATING	36512	TRUCK FILL DIRT FROM UTILIT	09/29/2025	1,267.50	501-00-64270 Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36525	REPAIR WATER MAIN BREAK @	10/13/2025	4,703.00	500-00-64270 Infrastructure Maintenance
Water Utility Fund	687	G & F EXCAVATING	36535	REPLACE FIRE HYDRANT & RE	10/20/2025	6,104.00	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	687	G & F EXCAVATING	36546	RELAY SEWER LATERAL FROM	10/27/2025	2,634.00	501-00-64270 Infrastructure Maintenance
Total G & F EXCAVATING:						26,809.50	
GALLS LLC							
General Fund	693	GALLS LLC	032758596	UNIFORM BOOTS FOR REYNOL	10/27/2025	182.27	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	032762192	SHIPPING LABEL FOR RETURN	10/27/2025	7.99	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	032763267	CREDIT FOR RETURN OF BOO	10/27/2025	-190.26	100-35-50280 Clothing Allowance
General Fund	693	GALLS LLC	032978907	UNIFORM KNIT CAP FOR FF DO	10/28/2025	30.80	100-35-50280 Clothing Allowance
Total GALLS LLC:						30.80	
GRABER MANUFACTURING							
General Fund	9352	GRABER MANUFACTURING	0019315-IN	CRAWFORD PARK BENCHES	09/12/2025	5,009.27	100-70-65011 Park Amenities
Total GRABER MANUFACTURING:						5,009.27	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
GRAINGER							
Sewer Utility Fund	3290	GRAINGER	9644652696	REPLACEMENT FOR FAILED WI	09/17/2025	165.66	501-00-64240 Building Repairs & Maintenance
Total GRAINGER:						165.66	
HAYEK, MARCIA							
Storm Water Utility Fund	3939	HAYEK, MARCIA	TURTLE CREE	DRAINAGE EASEMENT PARCEL	10/30/2025	5,500.00	502-00-65155 Turtle Creek Restoration
Total HAYEK, MARCIA:						5,500.00	
JOHNS DISPOSAL SERVICE, INC.							
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1895846	10/24/2025 CONTRACTED BILLI	10/24/2025	104,200.20	240-00-62100 Contracted Services
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1895846	10/24/2025 CONTRACTED BILLI	10/24/2025	51,345.14	241-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						155,545.34	
JOURNAL TIMES							
General Fund	1565	JOURNAL TIMES	159951	2026 BUDGET HEARING	10/16/2025	173.19	100-11-64010 Notifications/Publications
Total JOURNAL TIMES:						173.19	
KELLER HEARTT CO. INC.							
General Fund	1087	KELLER HEARTT CO. INC.	0511916-IN	OIL AND DEF FOR VEHICLES	11/05/2025	227.85	100-35-63200 Fuel, Oil, Fluids
Total KELLER HEARTT CO. INC.:						227.85	
KORTENDICK HARDWARE							
General Fund	1096	KORTENDICK HARDWARE	175123	MISC. FASTNERS	10/23/2025	5.06	100-43-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	175123	PLUG IN OIL; VINEGAR; FEBRE	10/23/2025	150.66	100-43-64100 Janitorial Supplies
General Fund	1096	KORTENDICK HARDWARE	10/23/2025	MISC. FASTNERS	10/23/2025	5.06	100-43-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	10/23/2025	PLUGIN OIL (HAWAIIAN & APPL	10/23/2025	150.66	100-43-64100 Janitorial Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	174578	THREAD SEAL TAPE, SB WATE	09/24/2025	29.64	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174578	THREAD SEAL TAPE, SB WATE	09/24/2025	29.64	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	174582	RETURN OF SB WATER HEATE	09/24/2025	-7.65	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174582	RETURN OF SB WATER HEATE	09/24/2025	-7.64	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	174583	SB WTR CONN 12"	09/24/2025	7.65	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174583	SB WTR CONN 12"	09/24/2025	7.64	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	174584	COPPER TUBE	09/24/2025	10.35	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174584	COPPER TUBE	09/24/2025	10.34	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	174852	BARGAIN TOOLS, BATTERIES,	10/08/2025	8.63	500-00-64100 Janitorial Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174852	BARGAIN TOOLS, BATTERIES,	10/08/2025	8.63	501-00-64100 Janitorial Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	174852	BARGAIN TOOLS, BATTERIES,	10/08/2025	43.56	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174852	BARGAIN TOOLS, BATTERIES,	10/08/2025	43.55	501-00-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Water Utility Fund	1096	KORTENDICK HARDWARE	174852	BARGAIN TOOLS, BATTERIES,	10/08/2025	14.40	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	174852	BARGAIN TOOLS, BATTERIES,	10/08/2025	14.39	501-00-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	174901	DISINFECTANT BATH FOAM; SO	10/10/2025	7.54	100-70-64100 Janitorial Services
General Fund	1096	KORTENDICK HARDWARE	174901	TRASH BAGS	10/10/2025	33.98	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	174901	INSTANT SAVINGS -- TRASH BA	10/10/2025	-6.00	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	174959	SCRUB BRUSH; BRASSO META	10/15/2025	10.78	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	175145	INSECT/RODENT GLUE BOARD;	10/24/2025	40.48	100-70-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	175145	SUEDE COWHIDE WORK GLOV	10/24/2025	10.79	100-70-50280 Clothing Allowance
General Fund	1096	KORTENDICK HARDWARE	175214	PAINT BRUSH TO FINISH PAINTI	10/29/2025	5.39	100-35-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	175214	IPAD CHARGER FOR MED 11	10/29/2025	17.09	100-35-64250 Equipment Repairs & Maintenanc
Total KORTENDICK HARDWARE:						644.62	
LANDMARK STRUCTURES							
TID #4 Fund	2487	LANDMARK STRUCTURES	ADAMS ROAD	ADAMS RD ELEVATED STORAG	10/29/2025	688,225.00	414-00-65040 Infrastructure Improvement
Total LANDMARK STRUCTURES:						688,225.00	
LEAGUE OF WISCONSIN MUNICIPALITIES							
General Fund	1149	LEAGUE OF WISCONSIN MUNI	R89475	2025 LEAGUE FALL CONFEREN	08/29/2025	300.00	100-10-64190 Miscellaneous Expenses
General Fund	1149	LEAGUE OF WISCONSIN MUNI	R89482	2025 FALL CONFERENCE; T.WIL	10/27/2025	300.00	100-13-51300 Education/Training/Conferences
Total LEAGUE OF WISCONSIN MUNICIPALITIES:						600.00	
LIGHTHOUSE COMMUNICATIONS							
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1151025	TAX ROLL NOTICE - SEWER DI	10/15/2025	162.19	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1151025	TAX ROLL NOTICE - SEWER DI	10/15/2025	162.19	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1151025	TAX ROLL NOTICE - SEWER DI	10/15/2025	703.12	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1151025	TAX ROLL NOTICE - SEWER DI	10/15/2025	703.12	501-00-64040 Postage & Shipping
Total LIGHTHOUSE COMMUNICATIONS:						1,730.62	
MEDPRO MIDWEST GROUP							
General Fund	1268	MEDPRO MIDWEST GROUP	00022188	SERVICE AND TRAVEL FEE FO	11/04/2025	50.00	100-35-64250 Equipment Repairs & Maintenanc
Total MEDPRO MIDWEST GROUP:						50.00	
MENARDS RACINE							
General Fund	1281	MENARDS RACINE	15883	OSB, SPRAYPAINT, SCREWS, W	10/29/2025	381.56	100-35-51300 Education/Training/Conferences
General Fund	1281	MENARDS RACINE	15906	POWER SCRAPER AND SLAMS	10/29/2025	75.88	100-35-51300 Education/Training/Conferences
General Fund	1281	MENARDS RACINE	15929	OSB FOR LIVE TRAINING BURN	10/29/2025	220.16	100-35-51300 Education/Training/Conferences
General Fund	1281	MENARDS RACINE	16118	(28) STUDDDED LAWN/GARDEN	10/27/2025	131.32	100-70-64070 Work Supplies
General Fund	1281	MENARDS RACINE	16334	GLOVES,SEAFOAM, PROPANE	10/31/2025	78.80	100-41-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
General Fund	1281	MENARDS RACINE	16360	SCREWS, PANHEAD, HINGES,	10/31/2025	208.08	100-35-51300 Education/Training/Conferences
Total MENARDS RACINE:						1,095.80	
METRO SALES, INC.							
Water Utility Fund	9249	METRO SALES, INC.	INV2925687	OCT-25; COPIER/PRINTER USE	10/29/2025	61.44	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	METRO SALES, INC.	INV2925687	OCT-25; COPIER/PRINTER USE	10/29/2025	61.44	501-00-64060 Copying & Printing
General Fund	9249	METRO SALES, INC.	INV2925687	OCT-25; COPIER/PRINTER USE	10/29/2025	496.28	100-90-62300 Office Equipment Rental & Main
Total METRO SALES, INC.:						619.16	
MIDWEST FORMS & SUPPLY, LLC							
Water Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	8962	248 FL GREEN CONS & 250 FL	10/24/2025	316.20	500-00-64070 Work Supplies
Sewer Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	8962	248 FL GREEN CONS & 250 FL	10/24/2025	284.58	501-00-64070 Work Supplies
Storm Water Utility Fund	9262	MIDWEST FORMS & SUPPLY, LL	8962	248 FL GREEN CONS & 250 FL	10/24/2025	284.58	502-00-64070 Work Supplies
Total MIDWEST FORMS & SUPPLY, LLC:						885.36	
MILAEGER'S LANDSCAPE MANAGEMENT							
General Fund	1330	MILAEGER'S LANDSCAPE MAN	54746	2025; CALEDONIA BEAUTIFICAT	10/28/2025	12,825.00	100-60-61000 Professional Services
Total MILAEGER'S LANDSCAPE MANAGEMENT:						12,825.00	
MILWAUKEE LIGHTBULBS							
Water Utility Fund	1337	MILWAUKEE LIGHTBULBS	0269951-IN	LED LIGHTS	09/26/2025	102.10	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1337	MILWAUKEE LIGHTBULBS	0269951-IN	LED LIGHTS	09/26/2025	102.10	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1337	MILWAUKEE LIGHTBULBS	0270410-IN	LED - 008005.1	10/22/2025	138.10	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1337	MILWAUKEE LIGHTBULBS	0270410-IN	LED - 008005.1	10/22/2025	138.10	501-00-64240 Building Repairs & Maintenance
Total MILWAUKEE LIGHTBULBS:						480.40	
NASSCO, INC.							
General Fund	1371	NASSCO, INC.	6624430	NASSCO WAVE 3D URINAL DEO	11/03/2025	65.65	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6624432	NASSCO WAVE 3D URINAL DEO	11/03/2025	220.33	100-43-64100 Janitorial Supplies
General Fund	1371	NASSCO, INC.	6624434	CLINGING BOWL CLEANER; PA	11/03/2025	265.09	100-43-64100 Janitorial Supplies
Total NASSCO, INC.:						551.07	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	48765	NOVEMBER 2025 OFFICE ANY	10/08/2025	300.00	500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	48765	NOVEMBER 2025 OFFICE ANY	10/08/2025	300.00	501-00-64300 IT Maintenance & Subscriptions

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total NETWORK SPECIALIST OF RACINE, INC.:						600.00	
NEWBROOK HOMES INC.							
General Fund	1393	NEWBROOK HOMES INC.	2024-143	5232 BRIARWOOD SITE RESTO	10/22/2025	1,000.00	100-23160-000 Clean-Up Bonds
Total NEWBROOK HOMES INC.:						1,000.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2519252	2025 WDNR BACTERIA TESTIN	10/29/2025	30.00	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						30.00	
OAK CREEK WATER & SEWER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER & SEWER	5504	OCT-25; WATER TESTS	10/14/2025	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER & SEWER	5505	OCT-25; WATER TESTS	10/17/2025	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER & SEWER UTILITY:						730.00	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	109052	OCT-25; MONTHLY MANAGED I	10/31/2025	3,874.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	109239	OCT-25; DIRECT IT SERIVCE TI	10/31/2025	150.00	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	109239	OCT-25; DIRECT IT SERIVCE TI	10/31/2025	7,029.99	100-90-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	109239	OCT-25; DIRECT IT SERIVCE TI	10/31/2025	5,759.35	100-30-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	109239	OCT-25; DIRECT IT SERIVCE TI	10/31/2025	268.77	100-35-64310 IT Contracted Services
General Fund	1071	ONTECH SYSTEMS, INC	109239	OCT-25; DIRECT IT SERIVCE TI	10/31/2025	115.19	100-41-64300 IT Maintenance & Subscriptions
Total ONTECH SYSTEMS, INC:						17,197.30	
PATS SERVICES INC.							
General Fund	1462	PATS SERVICES INC.	INV/2025/0996	10/16/2025 - PORTABLE TOILET	10/16/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0997	10/16/2025 - PORTABLE TOILET	10/16/2025	180.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0998	10/16/2025 - PORTABLE TOILET	10/16/2025	130.00	100-70-62100 Contracted Services
General Fund	1462	PATS SERVICES INC.	INV/2025/0998	10/16/2025 - PORTABLE TOILET	10/16/2025	180.00	100-70-62100 Contracted Services
Total PATS SERVICES INC.:						670.00	
PAYNE & DOLAN, INC.							
Water Utility Fund	1474	PAYNE & DOLAN, INC.	10-00048613	3/4" TB	10/16/2025	42.35	500-00-64270 Infrastructure Maintenance
General Fund	1474	PAYNE & DOLAN, INC.	10-00050248	3.27TNS HOT MIX	10/30/2025	277.10	100-41-64090 Road Maintenance Materials
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	253998-002	OCT-25; CRAWFORD PARK PHA	11/04/2025	461,074.16	400-70-66100 Park Improvements

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total PAYNE & DOLAN, INC.:						461,393.61	
PINNACLE ENGINEERING GROUP							
TID #4 Fund	2511	PINNACLE ENGINEERING GRO	18684	09/30/2025 CIVIL ENGINEERING	10/29/2025	28,289.00	414-00-65080 Road Improvements
Total PINNACLE ENGINEERING GROUP:						28,289.00	
POLICE AND SHERIFFS PRESS							
General Fund	868	POLICE AND SHERIFFS PRESS	126480	8 RETIRED ID CARDS CC	10/28/2025	160.00	100-30-64070 Work Supplies
Total POLICE AND SHERIFFS PRESS:						160.00	
PUBLIC SERVICE COMMISSION OF WISCONSIN							
Water Utility Fund	1535	PUBLIC SERVICE COMMISSION	RA26-I-00900	ADVANCE ASSESSMENTS 7/1/2	09/29/2025	4,673.95	500-00-61000 Professional Services
Total PUBLIC SERVICE COMMISSION OF WISCONSIN:						4,673.95	
PURPOSE CONTRACTING ASPHALT LLC							
Water Utility Fund	1538	PURPOSE CONTRACTING ASP	25215	ASPHALT PATCH AT 6" THICK -	09/29/2025	22,150.00	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	1538	PURPOSE CONTRACTING ASP	25215.1	ASPHALT PATCH 6" THICK - 573	09/29/2025	13,396.00	501-00-64270 Infrastructure Maintenance
Water Utility Fund	1538	PURPOSE CONTRACTING ASP	25215.2	ADDED PATCHES RANDALL LN	09/29/2025	3,385.75	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	1538	PURPOSE CONTRACTING ASP	25215.3	NICHOLSON RD / INDUSTRIAL	09/29/2025	1,790.75	501-00-64270 Infrastructure Maintenance
Water Utility Fund	1538	PURPOSE CONTRACTING ASP	25215.4	7133 MICNA RD, 220 NORTHWO	10/29/2025	2,184.67	500-00-64270 Infrastructure Maintenance
Sewer Utility Fund	1538	PURPOSE CONTRACTING ASP	25215.4	7133 MICNA RD, 220 NORTHWO	10/29/2025	1,092.33	501-00-64270 Infrastructure Maintenance
Storm Water Utility Fund	1538	PURPOSE CONTRACTING ASP	25215.4	7133 MICNA RD, 220 NORTHWO	10/29/2025	3,600.00	502-00-64270 Infrastructure Maintenance
Total PURPOSE CONTRACTING ASPHALT LLC:						47,599.50	
RACINE COUNTY VISITORS BUREAU							
General Fund	1573	RACINE COUNTY VISITORS BU	SEPTEMBER 2	SEPTEMBER 2025 ROOM TAX	11/04/2025	9,696.74	100-00-41210 Room Taxes
Total RACINE COUNTY VISITORS BUREAU:						9,696.74	
RACINE WATER & WASTEWATER UTILITIES							
TID #4 Fund	1574	RACINE WATER & WASTEWATE	WAINV-18163	HWY V BOOSTER PROFESSION	10/24/2025	2,054.25	414-00-61000 Professional Services
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-10124	Q3-25; QUARTERLY SEWER CH	11/04/2025	492,726.39	501-00-62550 Sewer Treatment Charges
Total RACINE WATER & WASTEWATER UTILITIES:						494,780.64	
RAY HINTZ INC.							
Water Utility Fund	1592	RAY HINTZ INC.	66514	1 BAG GRASS SEED, 4 YDS PT	10/06/2025	624.00	500-00-64270 Infrastructure Maintenance
Water Utility Fund	1592	RAY HINTZ INC.	66603	5 YDS PTS, 5 YDS PTS, & 3 YDS	10/27/2025	391.00	500-00-64270 Infrastructure Maintenance

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title	
Total RAY HINTZ INC.:						1,015.00		
RDS TRUCK SERVICE INC.								
General Fund	1603	RDS TRUCK SERVICE INC.	00058218	COOLANT TUBES	10/16/2025	1,345.00	100-41-63300	Vehicle Repairs & Maintenance
General Fund	1603	RDS TRUCK SERVICE INC.	00058242	FILTERS	10/22/2025	118.76	100-41-63300	Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						1,463.76		
RELIABLE DOOR AND DOCK, INC.								
General Fund	9303	RELIABLE DOOR AND DOCK, IN	164259	PSB OVERHEAD DOORS SERVI	10/29/2025	200.00	100-35-64240	Building Repairs & Maintenance
Total RELIABLE DOOR AND DOCK, INC.:						200.00		
RELIANT FIRE APPARATUS, INC.								
General Fund	1619	RELIANT FIRE APPARATUS, INC	INV-WI-4545	PUMP TESTING ON ENGINE 12	10/29/2025	367.50	100-35-63300	Vehicle Repairs & Maintenance
General Fund	1619	RELIANT FIRE APPARATUS, INC	INV-WI-4546	PUMP TESTING ON QUINT 10	10/29/2025	792.75	100-35-63300	Vehicle Repairs & Maintenance
Total RELIANT FIRE APPARATUS, INC.:						1,160.25		
ROSS LANDCARE								
General Fund	1945	ROSS LANDCARE	4788	12YARDS TOP SOIL	10/31/2025	324.00	100-41-64090	Road Maintenance Materials
Total ROSS LANDCARE:						324.00		
SCHNABEL PRINTING AND INVITATION CENTER								
General Fund	1033	SCHNABEL PRINTING AND INVI	127839	250 BUSINESS CARDS (AMAND	10/27/2025	63.85	100-13-64060	Copying & Printing
Total SCHNABEL PRINTING AND INVITATION CENTER:						63.85		
SHRED-IT USA								
General Fund	1800	SHRED-IT USA	8009081693-1	OCT24; MONTHLY SHREDDING	11/25/2024	25.87	100-30-62100	Contracted Services
General Fund	1800	SHRED-IT USA	8011505038-1	JUNE-25; MONTHLY SHREDDIN	07/25/2025	25.23	100-30-62100	Contracted Services
General Fund	1800	SHRED-IT USA	8011801752-1	JUL-25 SHREDDING SERVICE	07/25/2025	19.27	100-30-62100	Contracted Services
General Fund	1800	SHRED-IT USA	8012395375	OCTOBER 2025 ON-SITE LARG	10/25/2025	72.87	100-43-62100	Contracted Services
Total SHRED-IT USA:						143.24		
SJE, INC.								
Storm Water Utility Fund	1119	SJE, INC.	CD99592652	MECHANICAL LABOR, MILEAGE	10/15/2025	2,928.00	502-00-64250	Equipment Repairs & Maintenanc
Total SJE, INC.:						2,928.00		

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
SME SEASONAL SERVICES LLC							
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM MAR K	09/28/2025	900.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM STH 31	09/28/2025	540.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM CAME	09/28/2025	120.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM COUN	09/28/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM BATTE	09/28/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM NORT	09/28/2025	240.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM EDGA	09/28/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM TABOR	09/28/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM TABOR	09/28/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM CREST	09/28/2025	300.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM PIONE	09/28/2025	360.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM KNAPP	09/28/2025	420.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM KLEMA	09/28/2025	900.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	7220	9/28/2025 - MOW & TRIM TURL	09/28/2025	180.00	502-00-64260 Grounds Repairs & Maintenance
Total SME SEASONAL SERVICES LLC:						5,760.00	
STRAND ASSOCIATES INC.							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0230412	PROFESSIONAL SERVICES SE	10/13/2025	4,000.00	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						4,000.00	
STREICHERS							
General Fund	1895	STREICHERS	11790426	QUINONES CARRIER TAGS, PA	10/23/2025	314.97	100-30-50290 Other Personnel Benefits
Total STREICHERS:						314.97	
STRYKER SALES CORPORATION							
General Fund	8	STRYKER SALES CORPORATIO	700722766	RETURN ITEM WRONG SIZE	09/05/2025	-111.54	100-35-64250 Equipment Repairs & Maintenanc
General Fund	8	STRYKER SALES CORPORATIO	9210647081	REPAIRS TO POWERLOAD ON	11/05/2025	360.00	100-35-64250 Equipment Repairs & Maintenanc
Total STRYKER SALES CORPORATION:						248.46	
TANGENT, INC.							
General Fund	1929	TANGENT, INC.	SI124519	OCT-25; ANNUAL EMAIL FILTER	10/21/2025	1,562.50	100-90-64300 IT Maintenance & Subscriptions
Total TANGENT, INC.:						1,562.50	
ULINE							
General Fund	2030	ULINE	199505154	RESEALABLE BAGS FOR EVIDE	10/21/2025	24.00	100-30-64070 Work Supplies

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total ULINE:						24.00	
UNIFIRST CORPORATION							
General Fund	2035	UNIFIRST CORPORATION	1470110863	COT-25; COVERALLS RAGS	10/28/2025	160.22	100-41-62100 Contracted Services
General Fund	2035	UNIFIRST CORPORATION	1470111765	NOV-25; COVERALLS RAGS	11/04/2025	160.22	100-41-62100 Contracted Services
Total UNIFIRST CORPORATION:						320.44	
VERATHON INC							
General Fund	9376	VERATHON INC	81252479	GS SPECTRUM QC, HYPERAN	11/05/2025	456.00	100-35-64280 Medical Supplies
Total VERATHON INC:						456.00	
VON BRIESEN & ROPER SC							
General Fund	2091	VON BRIESEN & ROPER SC	508315	PROFESSIONAL SERVICES TH	10/22/2025	6,502.50	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:						6,502.50	
WAREHOUSE DIRECT							
Water Utility Fund	2099	WAREHOUSE DIRECT	6004471-0	PAPER & WALLET EXP5	09/25/2025	85.80	500-00-64030 Office Supplies
Sewer Utility Fund	2099	WAREHOUSE DIRECT	6004471-0	PAPER & WALLET EXP5	09/25/2025	85.80	501-00-64030 Office Supplies
Total WAREHOUSE DIRECT:						171.60	
WISCONSIN STEAM CLEANER							
General Fund	2186	WISCONSIN STEAM CLEANER	68834	WASH BAY STEAMER; VALVE F	10/28/2025	138.34	100-41-64250 Equipment Repairs & Maintenanc
Total WISCONSIN STEAM CLEANER:						138.34	
Grand Totals:						2,435,312.52	

PAYMENT TOTALS BY FUND	
Funds	Total
Capital Projects Fund	\$ 468,068.32
General Fund	\$ 378,772.71
Recycling Fund	\$ 51,345.14
Refuse Fund	\$ 104,200.20
Sewer Utility Fund	\$ 592,501.45
Storm Water Utility Fund	\$ 26,248.82
TID #4 Fund	\$ 732,901.03
Water Utility Fund	\$ 81,274.85
Grand Total	\$ 2,435,312.52

Evan Salentine
Member - StorageShopUSA-Caledonia LLC
1260 N 46th St
Milwaukee, WI 53208
evan.salentine@gmail.com
414-335-8614

November 3, 2025

Todd Willis
Village Administrator
Village of Caledonia
5043 Chester Lane
Caledonia, WI 53402

Re: Notice of Appeal of Administrative Review Decision – StorageShopUSA-Caledonia Project

Dear Todd,

Pursuant to Sec. 4-1-8 of the Village ordinances, StorageShopUSA-Caledonia LLC hereby files this Notice of Appeal from the decision on review (dated October 23, 2025) concerning the fees assessed for the StorageShopUSA-Caledonia project located at 7930 E. Frontage Rd.

We respectfully request that the Village Board conduct a hearing and issue a determination reversing the decision under appeal, including granting such modifications or waivers as are warranted under Sec. 4-1-13.

Pursuant to Sec. 4-1-9, we intend to call multiple witnesses, including certain Village staff and officials, to provide testimony and clarification regarding the determinations and fee assessments at issue. If the Village cannot ensure the attendance of the necessary staff and officials, we respectfully request that subpoenas be issued by the designated decision maker (whether the Village Board itself or an impartial person, committee, board, or commission appointed under Sec. 4-1-9) compelling their attendance.

In addition, pursuant to Sec. 4-1-9(c), we hereby request that the proceedings be taken by a stenographer so that a complete and accurate record of the testimony and exhibits is preserved for the record and for any potential judicial review under Sec. 4-1-11.

Sincerely,

A handwritten signature in black ink, appearing to read 'Evan Salentine', with a long horizontal flourish extending to the right.

Evan Salentine
Member – StorageShopUSA-Caledonia LLC

**RESOLUTION NO. 2025-092
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO
ENTER INTO A SPECIAL COUNSEL ENGAGEMENT AGREEMENT WITH
THE LAW FIRM OF TERRY & NUDO, LLC**

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

WHEREAS, Evan Salentine has filed a request for an administrative appeal.

WHEREAS, it is necessary for the Village to retain special counsel to advise the Village Board in regards to the administrative appeal and hearing to be held under Title 4 of the Village's Code of Ordinances;

NOW THEREFORE BE IT RESOLVED, that the law firm of Terry & Nudo, LLC is confirmed as Special Counsel to advise the Village of Caledonia Village Board in this matter and that the engagement agreement attached hereto as **Exhibit A** (the "Engagement Agreement") is hereby approved;

BE IT FURTHER RESOLVED THAT the Village President and Village Clerk are authorized to execute the Engagement Agreement.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk



November 7, 2025

VIA E-MAIL ONLY (eseke@peglawfirm.com)

Village of Caledonia
c/o Village Board
5043 Chester Lane
Racine, WI 53402

Re: Special Counsel to Village Board on Admin, Appeal

Dear Village Board:

I write in regard to the above matter. Thank you for selecting Terry & Nudo, LLC to represent you as we are humbled to be allowed to serve you. Our office strives to deliver high quality, cost-effective legal services and will always work in your best interest, subject to our duties of professional responsibilities. Please do not hesitate to contact us if you have any questions or concerns.

1. Identification of Clients. Our clients will be identified as the Village of Caledonia Village Board (hereinafter the "Clients"). Any reference in this correspondence to you or the clients will refer to the Village of Caledonia Village Board.

2. Scope of Engagement. This engagement letter (the "Agreement") confirms the terms of our representation. As we discussed, the scope of our engagement on behalf of you as our clients, will, in general, be to represent you (collectively), as special counsel, in an Administrative Appeal pertaining to Storage Shop USA.

3. Staffing. I will be the responsible attorney for this file. I will keep you informed of my offices progress and we will utilize our best efforts to respond to you as promptly as possible. In return, we request that you keep us informed of any developments that may affect our work as soon as you become aware of them and to be available when we need to consult with you or any other professionals or employees whom you designate to us as individuals who are providing you with additional assistance or advice on this matter.

4. Conflicts of Interest. We have checked our records and confirm that there is not a conflict of interest that prevents us from working on these matters based upon the information you have provided to us at this time.

5. Fees and Billing. The fees and costs for our engagement are not predictable at this point. Therefore, we cannot promise what fees or expenses will be necessary to resolve or complete our work. The payment of our firm's fees and costs are not contingent upon any specific outcome. The payment terms of our representation are as follows:

A. It has been agreed that you will compensate us for services, subject to the professional responsibility rules governing our practice, based upon the time devoted to your matter at the hourly rates charged by members of our firm. The agreed upon hourly rate is \$185.00 per hour.

B. Statements are normally sent each month and reflect the services and expenses incurred to date. Payment shall be due promptly upon receipt. In addition, subject to our rules of professional responsibility, you agree that we may also cease performing services until satisfactory arrangements have been made for payments of amounts outstanding in excess of 45 days and the payment of future amounts.

6. Costs and Out of Pocket Expenses. The Client agrees to advance and pay to the Attorneys sufficient sums to pay all filing fees, court costs and all other necessary expenses in order to properly investigate, prepare and prosecute the claims, whether damages are recovered or not. No settlement shall be binding without the Client's consent. The Attorneys shall have a lien for their services and for their expenses incurred on behalf of the Client upon the proceeds paid in the Client's claims.

7. Termination of Representation.

A. Either of us may terminate this agreement at any time for any reason by written notice. Our firm is subject to applicable rules of professional conduct when terminating a client engagement. If we terminate the engagement, our firm will take all reasonable and practical steps to protect your interests. We will provide new counsel with any papers you have given us.

B. Unless previously terminated, our representation will end when we send our final statement of account. After the representation ends, there may be changes in laws or regulations that might affect your future rights and responsibilities. However, our firm does not have an obligation to continue to advise you about future legal developments, unless you engage us to do so.

8. Disposition of Files and Records. Following termination of our representation, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. This storage will be in a confidential and secured electronic format. At your request, electronically saved or produced documents will be returned to you promptly upon receipt of payment for outstanding fees and costs, unless applicable rules of professional responsibility require an earlier return. Our own files, including lawyer work product, pertaining to the representation will be retained by our firm. These

Village of Caledonia
c/o Village Board
November 7, 2025
Page 3

firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit card accounting records and internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us any time after seven (7) years after termination of the engagement unless you request otherwise.

9. Opinions; Results. Either at the beginning or during representation, we might express opinions or beliefs concerning our representation and the results that might be anticipated. Any such statement made by us is an expression of opinion only and is not a promise or guaranty of results.

Please confirm your approval of this engagement agreement by signing and returning the enclosed duplicate copy in the envelope provided. If you have any questions or if this agreement does not accurately set forth our arrangement, please call me.

Sincerely,

TERRY & NUDO, LLC



Todd A. Ferry

TAT/psw

Agreed and accepted this _____ day of November, 2025.

VILLAGE OF CALEDONIA

By: _____

**RESOLUTION NO. 2025-093
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE OF
CALEDONIA TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH F
STREET CALEDONIA, LLC RELATED TO A SINGLE FAMILY AND MULTI-
FAMILY DEVELOPMENT**

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

WHEREAS, F Street Caledonia, LLC (“F Street”) has proposed a single family and multi-family development to be located at the southeast corner of Four Mile Road and N. Green Bay Road (the “Development”);

WHEREAS, F Street has requested a paygo development incentive from the Village to offset site development costs as the Development is located in the Village’s Tax Incremental District No. 6;

WHEREAS, the Village of Caledonia is willing to consider the request and study the feasibility of providing an incentive including evaluating whether the development would not occur but for the incentive if F Street pays for the costs the Village incurs to do so; and

WHEREAS, given the type request, Village staff increased the responsibilities for financial cost recovery, increased the deposit and modified the scope of the standard pre-development agreement which requires additional review and approval by the Village Board.

NOW, THEREFORE, BE IT RESOLVED THAT the reimbursement agreement in the form attached hereto as **Exhibit A** (the “Reimbursement Agreement”) is approved, and the Village President and Village Clerk are authorized to execute such agreement after approval.

BE IT FURTHER RESOLVED, that the Village Administrator is authorized to approve additional amendments to this Reimbursement Agreement that provides for additional amounts of pre-development cost recovery and the Village staff are authorized to take such actions as are provided for under the agreement.

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

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

**REIMBURSEMENT AGREEMENT WITH
F STREET CALEDONIA, LLC RELATED TO A PROPOSED SINGLE AND MULTI
FAMILY DEVELOPMENT TO BE LOCATED IN THE VILLAGE OF CALEDONIA**

THIS AGREEMENT is entered into by and between the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin (“the Village”) and **F STREET CALEDONIA, LLC**, Wisconsin, a Limited Liability Partnership, (“Developer”), with regard to a proposed development in the Village of Caledonia (the "Agreement"):

R E C I T A L S

1. The Developer has proposed to develop property in the Village containing single family and multi-family residential units located at the Southeast corner of 4 Mile Road and N. Green Bay Road with Parcel No: 104-04-23-30-001-000 (“Development”). Developer has requested a paygo development incentive from the Village utilizing funds from the Tax Document District No. 6, within which the Development would be located.

2. The Village agrees to study and consider the feasibility of offering an incentive as requested by the Developer, and to review, revise and/or draft any agreements, deed restrictions, easements or other documents associated with the Development if the same can be done without unreasonable expense to the Village’s taxpayers.

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

PART A

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

1. The Developer, agrees to be liable for and shall pay to and reimburse the Village for any and all costs for engineering, inspection, planning, financial consultants, legal, and administrative fees and expenses reasonably incurred by the Village with respect to and referred to herein as the “Costs”:

(1) processing, reviewing, revising, and acting on any applications, submittals, conceptual, preliminary or final Development plans, including the Developers incentive request and limited to, consultation reasonably required to address issues and problems encountered during the application and review process for the Development;

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

(3) The reimbursement of costs shall be retroactive to capture costs incurred by the Village beginning on August 1, 2025.

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

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

PART B

GUARANTEE OF PAYMENT

1. The Developer shall deposit with the Village Treasurer the sum of Twenty Thousand and no/100 Dollars (\$20,000.) (the "Deposit"). The Village shall hold such Deposit and apply such Deposit toward payment of the above Costs relating to the Development in accordance with this Agreement. The Village will send to Developer an invoice summary of Costs deducted/applied against the Deposit beginning thirty (30) days after execution of this Agreement and submission of the Deposit and once every sixty (60) days thereafter for as long as the Deposit remains in place and is required. Notwithstanding the foregoing, under no circumstances shall the Developer be responsible for any Costs in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) unless and until the parties mutually agree to a written amendment to this Agreement expressly authorizing such additional Costs. Developer understands that changes in scope, design, and configuration of the Development plans, will cause the Village to incur additional review and processing costs, but no such additional costs shall be reimbursable absent such a written amendment. Developer further understands that if the Parties are unable to come to terms on a written amendment, the Village may pause additional work or review as to the Development under consideration until such a time as a written amendment is agreed to and executed by the Parties.

2. If at any time said Deposit becomes insufficient to pay Costs incurred by the Village in accordance with this Agreement, the Developer shall deposit additional amounts within fifteen (15) days of written demand by the Village Finance Director setting forth the amount requested and including an itemization, together with reasonable evidence, of the Costs incurred and/or paid to date by the Village (except for costs for outside services not yet billed to Village) ("Itemized Costs") and those Costs owed but not paid by the Developer (except for costs for outside services not yet billed to Village) ("Unpaid Itemized Costs") and anticipated Costs, if known by Village. Until the required funds necessary to pay any Itemized Costs and Unpaid Itemized Costs are received as well as sufficient funds to replenish the Deposit with an additional \$5,000.00 or to an amount as otherwise agreed to by the parties, no additional work or review will be performed by

the Village as to the Development under consideration and the Village may reject any pending application and plans for non-payment of the above Costs, in each case if the Developer has failed to pay the same within such fifteen (15) day period. All Costs shall be paid prior to issuance of any permits for the Development and the payment of any incentives.

PART C

TERMINATION OF GUARANTEE

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

PART D

The Developer may assign its obligations and rights under this Agreement to an entity that is the intended to be the property owner and/or end user for the Development without the consent of the Village so long as (1) there are funds remaining in the Deposit sufficient to pay all Costs, including Itemized Costs and Unpaid Itemized Costs; and (2) with thirty (30) days advance written notice to the Village of an intent to assign this Agreement to such end user to allow time for the Village and Developer to true-up the Deposit and Costs, including Itemized Costs and Unpaid Itemized Costs. A copy of such assignment documents shall be provided by Developer to Village and shall be appended to this Agreement.

PART E

GOVERNING LAW AND VENUE; RECORDING

This Agreement shall be construed under the laws of the State of Wisconsin and venue shall be in Racine County, Wisconsin

PART F

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 hand delivered; two business days following deposit in the United States mail, postage

prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid; or upon transmission if by email. 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 53403
Attention: Village Clerk
With a Copy to: Village Administrator and Village Finance Director
Email: TWillis@caledonia-wi.gov, jbass@caledonia-wi.gov and wkrueger@caledonia-wi.gov

With a Copy to:

Elaine Sutton Ekes, Esq.
Pruitt, Ekes & Geary, S.C.
Main Place
245 Main Street, Suite 404
Racine, WI 53403
Email: esekes@peglawfirm.com

If to the Developer:

F Street Caledonia, LLC
Attn: Nick Jung
Director of Development
F Street
1134 N 9th Street, Suite 200
Milwaukee, WI 53233
Email: nick@fstreet.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____
day of _____, 2025.

[Signatures on the following pages]

F STREET CALEDONIA, LLC

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

(Print)

STATE OF WISCONSIN)
) SS:
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, 2025, the above-named _____, the _____, of F Street Caledonia, LLC to me known to be the person(s) who executed the foregoing instrument on behalf of the said Developer and acknowledged the same.

Notary Public, Milwaukee County, Wisconsin
My Commission expires: _____

VILLAGE OF CALEDONIA:

By:_____

Thomas Weatherston
Village President

Attest:_____

Jennifer Bass
Village Clerk

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2025 the above-named Thomas Weatherston and Jennifer Bass, Village President and Village Clerk, respectively, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument on behalf of the said Village and acknowledged the same.

Notary Public, Racine County, WI

My Commission Expires:_____

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