

RESOLUTION NO. 2018-21
(2-19-18)

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH ST. RITA'S SCHOOL FOR A DITCH CLEANING PROJECT IN 2018

WHEREAS, for the past several years the Village of Caledonia used the 8th grade students from St. Rita School, as part of a class project, to clean various ditches which are part of the Village's storm water drainage system, by picking up garbage and debris prior to grass cutting; and

WHEREAS, the Village of Caledonia Utility District desires to use the services of the St. Rita students again in 2018; and

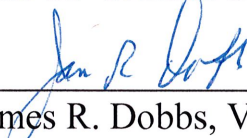
WHEREAS, the Village of Caledonia Utility District on February 7th 2018 recommended conditional approval of the project subject to an acceptable insurance certificate being submitted and execution of the contract to validate the insurance certificate; and

WHEREAS, the Village of Caledonia Utility District on February 7th 2018 recommended that the President & Secretary of the Utility District execute the contract to validate the insurance certificate.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract among the Village of Caledonia, the Village of Caledonia Utility District, and St. Rita School of the Archdiocese of Milwaukee in regard to ditch cleaning of various storm water ditches by St. Rita School students, as a class project as set forth in Exhibit A which is attached hereto and incorporated herein, at a cost not to exceed \$1,000 is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 19th day of February, 2018.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs, Village President

Attest: 
Karie Torkilsen, Village Clerk

CONTRACT

THIS CONTRACT made this ____ day of _____, 2018, by and between St. Rita School of the Archdiocese of Milwaukee herein called the "School" and the Caledonia Utility District, a utility district created by the Village of Caledonia, Wisconsin pursuant to Wisconsin Statutes §66.0827, the Caledonia Utility District Commission and the Village of Caledonia, Wisconsin, a municipal body, located in Racine County, Wisconsin. The Caledonia Utility District, the Caledonia Utility District Commission and the Village of Caledonia, Wisconsin are hereinafter collectively called the "Owner".

For and in consideration of the mutual covenants herein contained the parties agree as follows:

1. The Owner agrees to allow the School to perform a fundraising project that will involve the School and some of its students and their parents performing the following work:

(a) cleaning and removing trash and garbage from the:

(i) entire Pioneer Trails Detention Basin, and

(ii) Crestview Concrete Bottom Ditch from 6 Mile Road south to the Klema Ditch, and

(iii) Klema Ditch from 5 Mile Road to Novak Road, and

(b) transporting the trash and garbage so removed to the Village Hall and placing said trash and garbage in or near the dumpster at the Village Hall (said work is hereinafter referred to as the "work").

Cleaning and removing trash and garbage from the above ditches shall include the entire area of each ditch, from the top of the bank on one side of the ditch to the top of the bank on the other side of the ditch. All costs of disposing the trash and garbage transported by the School to the Village Hall dumpster shall be paid by Owner. The work shall be performed and completed on April 21, 2018, provided however, if the work cannot be performed due to weather conditions on April 21, 2018, the work shall be performed on April 28, 2018.

2. The School agrees to defend and indemnify the Owner and the Owner's officials, employees and agents against, and hold the Owner and the Owner's officials, employees and agents harmless from, any and all damages, liabilities, claims, expenses, injuries or losses to any person or property arising in connection with, out of, or resulting from the performance of the work regardless of whether or not the damages, liabilities, claims, expenses, injuries or losses were also caused by or result from any act or omission of any party indemnified hereunder.

3. Prior to commencing the work, the School will provide Owner with a Certificate of Coverage, in form satisfactory to the Owner, evidencing that the School has general liability insurance coverage of \$500,000 per occurrence, \$1,000,000 aggregate and

excess liability insurance coverage of \$500,000 per occurrence. Said certificate shall name the Owner as additional protected persons under said coverages.

4. Within 30 days after satisfactory completion of the work, the Owner agrees to pay the School the sum of \$1,000.00 for the work performed.

IN WITNESS WHEREOF, we, the parties hereto, each hereby subscribe this Contract.

St Rita School of the Archdiocese of Milwaukee

By: _____

Principal

Caledonia Utility District by
the Caledonia Utility
District Commission

By: _____

Howard Stacey, President

By: _____

Harry Garnett, Secretary

Village of Caledonia, Wisconsin

By: _____

James R. Dobbs
President

Attest: _____

Karie Torkilsen
Clerk

Provision has been made to pay the liability that will accrue under the above and foregoing Contract.

Larry Borchert
Caledonia Finance Manager

Date: _____