

RESOLUTION NO. 2020-06

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA
APPROVING AN AMENDED CONTRACT FOR JOINT PARK OF CALEDONIA AND
MT PLEASANT UNDER WIS. STAT. § 66.0301.**

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

WHEREAS, the Village of Caledonia and Village of Mt. Pleasant previously entered into an agreement on October 17, 2013, to govern the structure and operations of the Caledonia-Mt. Pleasant Memorial Park ("Joint Park").

WHEREAS, Village staffs and Village Attorneys of both the Village of Caledonia and Village of Mt. Pleasant have reviewed the structure and oversight set forth in that agreement.

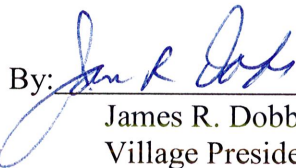
WHEREAS, the Villages have begun recent discussions for the long-term plans for the Joint Park. A part of the long-term vision of the Joint Park is to create a smaller governing commission with closer ties to the Village Boards for control and management of the Joint Park.

NOW, THEREFORE, BE IT RESOLVED THAT the Amended Contract for Joint Park of Caledonia and Mt. Pleasant Under Wis. Stat. § 66.0301 attached hereto as **Exhibit 1** is hereby approved and the President and Clerk are authorized and directed to execute the contract on behalf of the Village.

BE IT FURTHER RESOLVED THAT all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the contract.

20/16 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of January, 2020.

VILLAGE OF CALEDONIA

By: 
James R. Dobbs
Village President

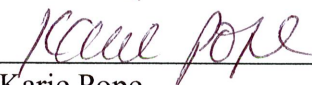
Attest: 
Karie Pope
Village Clerk

EXHIBIT 1

AMENDED CONTRACT FOR JOINT PARK OF CALEDONIA AND MT. PLEASANT UNDER WIS. STAT. §66.0301

This amended contract, entered into and effective as of the date last executed by either party below, by and between the Village of Caledonia, Wisconsin (hereinafter referred to as "Caledonia") and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as "Mt. Pleasant").

WHEREAS, Caledonia and Mt. Pleasant, on or about October 17, 2013, entered into an agreement, a copy of which is attached as Exhibit A hereto ("Prior Joint Park Agreement"), controlling the governance of the Caledonia-Mt. Pleasant Memorial Park ("Joint Park"); and,

WHEREAS, the Prior Joint Park Agreement created a 7-member Joint Park Commission to function as the policy-making body for the Joint Park and to carry out certain designated operational functions with respect to the Joint Park's management; and,

WHEREAS, Caledonia and Mt. Pleasant have recently been discussing their longer-term plans for the Joint Park, and have decided to implement a new, smaller governing body more closely tied to the Village Boards to exercise management and control over the Joint Park, in lieu of the previous Joint Park Commission structure, until such time as the villages' longer-term plans are finalized.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties mutually acknowledge, the parties agree as follows:

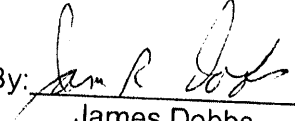
1. **Authority.** This agreement is entered into pursuant to the authority set forth in Wis. Stats. Section 66.0301.
2. **Creation of Joint Park Transition Commission.** Caledonia and Mt. Pleasant agree to create a Joint Park Transition Commission ("JPTC") to exercise the powers and duties of a local parks board in regard to the Joint Park located at 9614 County Road K, Franksville, WI 53126 and named the "Caledonia - Mount Pleasant Memorial Park." The Joint Park Commission created by the Prior Joint Park Agreement is hereby dissolved, and any existing interests or obligations of the Joint Park Commission are hereby vested in the JPTC.
3. **Commissioners of the JPTC.** The JPTC shall be made up of the following three commissioners:
 - a. One commissioner shall be a Caledonia village trustee, chosen by the Caledonia Village President and confirmed by the Caledonia Village Board for a one-year term.

- b. One commissioner shall be a Mt. Pleasant village trustee, chosen by the Mt. Pleasant Village President and confirmed by the Mt. Pleasant Village Board for a one-year term.
 - c. One commissioner shall be a resident of either Caledonia or Mt. Pleasant, chosen by agreement of the Caledonia Village President and the Mt. Pleasant Village President for a one-year term.
 - d. The JPTC shall elect as officers a chairperson, vice-chairperson and secretary.
 - e. All such officer terms shall be for one year.
 - f. Each Village Board shall have the authority to remove, with or without cause, and to replace the commissioner who was appointed by it, and the citizen commissioner may be removed and replaced, with or without cause, by agreement between the Village Presidents.
4. **Powers and Duties.** The JPTC shall constitute the policy making body for the operation of the Joint Park as described in paragraph 2 above and shall exercise authority over the financial and personnel matters set forth below. The JPTC shall have the powers and perform the duties as are prescribed in Wis. Stats. Sections 27.08 and 27.10, except as otherwise specifically provided in this agreement or in joint ordinances adopted by both villages. Where Wis. Stat. §§27.08 or 27.10 require village board approval ("common council" in the statute), the approval of both village boards is required.
 5. **Budget and Oversight.** The JPTC shall annually develop and adopt a budget. The budget shall be presented to both village boards for review, amendment, and approval. Any increase in the levy portion of the budget from the previous year shall require specific approval by the boards of both villages. Capital purchases exceeding \$5,000.00 shall require the approval by the boards of both villages.
 6. **Fiscal Agent.** The Village of Caledonia shall be the fiscal agent for the JPTC. The fiscal's agent's responsibilities include the processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment related standards, and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, all personnel decisions, and worker's compensation. Caledonia shall also assist the JPTC with budget preparation.
 7. **Financing.** Each municipality agrees to provide for the operation of the Joint Park and to maintain the funding in future years. The cost of the Joint Parks operation including any capital purchases shall be divided equally between the villages.


8. **Term.** This contract shall be effective upon execution and shall continue in force and effect for an indefinite term subject to being terminated upon one year's written notice served upon the other village.
9. **Operations.** The JPTC shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Parks, provided, however that funding has been included as part of the budget approved by the two village boards. All contracts shall be reviewed and approved by the Caledonia Village Attorney prior to signing. If the Caledonia Village Attorney does not approve a contract, said contract shall not be executed or authorized without approval by the Caledonia Village Board. All operations of the Joint Parks shall be conducted in accordance with the requirements and standards of the applicable statutes, ordinances, orders, rules and regulations.
10. **Notices.** All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective village clerks at the respective village halls.
11. **Amendments.** This agreement may be amended from time to time by written agreement of the parties.
12. **Prior Agreements.** This agreement hereby rescinds and supersedes all prior agreements, including the Prior Joint Park Agreement, entered into by the parties in regard to the subject matter of this agreement.
13. **Interpretation.** This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
14. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
15. **Dispute Resolution Remedies.** Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation

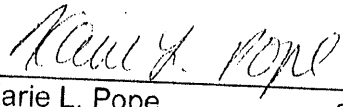
as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

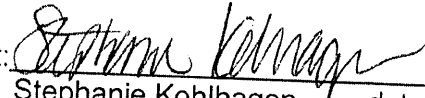
VILLAGE OF CALEDONIA

By:  1-30-2020
James Dobbs date
Village President

VILLAGE OF MT. PLEASANT

By:  1-28-2020
David DeGroot date
Village President

Attest:  1-30-2020
Karie L. Pope date
Village Clerk

Attest: 
Stephanie Kohlhagen date
Village Clerk

770272.001 (813)

CONTRACT FOR JOINT PARKS BOARD OF CALEDONIA AND MT. PLEASANT
UNDER WIS. STAT. §66.0301
10-7-13

This contract entered into the 17 day of October, 2013 by and between the Village of Caledonia, Wisconsin (hereinafter referred to as Caledonia) and the Village of Mt. Pleasant, Wisconsin (hereinafter referred to as Mt. Pleasant) and for good and valuable consideration the parties agree as follows:

1. **Authority.** This agreement is entered into pursuant to the authority set forth in Wis. Stats. Section 66.0301.
2. **Creation of Joint Parks Board.** Caledonia and Mt. Pleasant agree to create a joint parks board of commissioners to exercise the powers and duties of a local parks board in regard to any land owned and held jointly for park purposes that is located in either municipality and specifically the park located at 9614 County Road K, Franksville, WI 53126 and named the Caledonia - Mount Pleasant Memorial Park (hereinafter "joint parks").
3. **Commissioners of the Joint Parks Board.** The Joint Parks Board shall be made up of the following seven commissioners:
 - a. Three commissioners, including one village trustee, from the Caledonia Parks Board chosen by the Caledonia Village President and confirmed by the Caledonia Village Board for staggered three year terms.
 - b. Three commissioners, including one village trustee, from the Mt. Pleasant Parks Board chosen by the Mt. Pleasant Village President and confirmed by the Mt. Pleasant Village Board for staggered three year terms.
 - c. One member who is a resident of either Caledonia or Mt. Pleasant and is chosen by the agreement of the Caledonia Village President and the Mt. Pleasant Village President for a three year term.
 - d. The Joint Parks Board shall elect as officers a chairperson, vice-chairperson and secretary.
 - e. All such officer terms shall be for two years.
 - f. Each appointing authority shall have the authority to remove, with or without cause, and replace any member of the board that was appointed by it.
4. **Powers and Duties.** The Joint Parks Board shall constitute the policy making body for the operation of the joint parks as described in paragraph 2 above and shall exercise authority over the financial and personnel matters set forth below. The Joint Parks Board shall have the powers and perform the duties as are prescribed in Wis. Stats. Sections 27.08 and 27.10, except as otherwise specifically provided in this agreement or in joint ordinances adopted by both villages. Where Wis. Stat. §§27.08 or 27.10 require

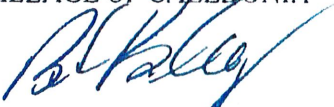
village board approval ("common council" in the statute), the approval of both village boards is required.


5. **Budget and Oversight.** The Joint Parks Board shall annually develop and adopt a budget. The budget shall be presented to both village boards for review, amendment and approval. Any increase in the levy portion of the budget from the previous year shall require specific approval by the boards of both villages. Capital purchases exceeding \$5,000.00 shall require the approval by the boards of both villages.
6. **Fiscal Agent.** The Village of Caledonia shall be the fiscal agent for the Joint Parks Board. The fiscal's agent's responsibilities include assistance with budget preparation, processing of purchase orders, payroll, employee benefits administration, compliance with State and Federal employment related standards and procurement of insurance policies including errors and omissions, comprehensive general liability coverage, bodily injury coverage property damage coverage, auto coverage, health insurance, and worker's compensation.
7. **Financing.** Each municipality agrees to provide for the operation of the Joint Parks for 2014, the municipalities further agree to maintain the funding in future years. The cost of the Joint Parks operation including any capital purchases shall be divided equally between the villages.
8. **Term.** This contract shall be effective upon execution and shall continue in force and effect for an indefinite term subject to being terminated upon one year's written notice served upon the other village.
9. **Personnel.** Subject to the appropriations in the budget, the Joint Parks Board shall have authority to employ and determine the compensation of such personnel for the Joint Park's operation and may employ the services and fix the compensation of such other agents or consultants as the Joint Parks Board deems necessary or convenient for the operation and management of the Joint Parks. The Joint Parks Board shall have the authority to terminate employment of such personnel as set forth below subject to any applicable laws, rules, regulations and agreements with respect to the same. Effective January 1, 2014, all personnel shall be considered as employees of Caledonia for reporting purposes and shall operate under and be subject to the Caledonia Personnel Policy Manual, unless otherwise stated herein.
10. **Employees.** The parties agree that the existing Mt. Pleasant Joint Parks Director position, currently occupied by Jim Svoboda, will be terminated by Mt. Pleasant effective at the end of the day on December 31, 2013 and Caledonia will create a fulltime Joint Parks Director position and will hire Jim Svoboda as a non-probationary Caledonia employee to fill said position effective January 1, 2014. Mr. Svoboda will begin his employment with Caledonia with the following:
 - a. An annual salary of \$41,700 payable biweekly.

- b. 11 years and 7 months of recognized service for vacation purposes and Holiday purposes (start date of 1-2-2002).
 - c. Carry over of sick time of (903) hours of sick time (This sick time carry over is contingent on Jim Svoboda waiving any sick time pay out from the Village of Mt. Pleasant when his employment with Mt. Pleasant is terminated) .
 - d. Immediate health and dental coverage through Caledonia or, if there is a waiting period, through one month of COBRA through Mt. Pleasant.
 - e. Mr. Svoboda will not have carry over vacation.
 - f. Mr. Svoboda will get January 1, 2014 as a paid holiday.
11. **Operations.** The Joint Parks Board shall have authority to enter into contracts as are necessary or convenient for the management and operation of the Joint Parks, provided, however that funding has been included as part of the budget approved by the two village boards. All contracts shall be reviewed by the Caledonia Village Attorney prior to signing. All operations of the Joint Parks shall be conducted in accordance with the requirements and standards of the applicable statutes, ordinances, orders, rules and regulations.
 12. **Notices.** All notices hereunder shall be given by personal service or certified or registered mail addressed to the respective village clerks at the respective village halls.
 13. **Amendments.** This agreement may be amended from time to time by written agreement of the parties.
 14. **Prior Agreements.** This agreement hereby rescinds and supersedes all prior agreements entered into by the parties in regard to the subject matter of this agreement.
 15. **Interpretation.** This Agreement has been the subject of mutual negotiations between the parties and their respective counsel. This Agreement has been and shall be construed to have been jointly drafted by the parties in order to preclude the application of any rule of construction against a party's interest as the sole drafter of this Agreement.
 16. **Agreement in Counterparts.** This Agreement may be executed in several counterparts, each of which fully executed counterparts shall be deemed an original.
 17. **Dispute Resolution Remedies.** Claims, disputes or other matters arising out of or related to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by any party to this Agreement. Prior to filing a written demand for mediation, the party making such demand shall submit to the other affected parties a statement of the claim, dispute or other matter in question. The parties shall meet promptly after such statement is filed and shall endeavor in good faith to resolve any such claim, dispute or other matter in question amicably. If such meeting does not resolve the claim, dispute or other matter in

question, a demand for mediation shall be filed in writing with the other affected parties and shall be made within a reasonable time after the claim, dispute or other matter in question has arisen.

VILLAGE OF CALEDONIA

By: 
Bob Bradley, President

Attest: 
Karie Torkilsen, Village Clerk

VILLAGE OF MT. PLEASANT

By: 
Mark Gleason, President

Attest: 
Stephanie Kohlhaagen,
Village Clerk