

**VILLAGE BOARD MEETING AGENDA**  
**Monday, September 20, 2021 at 6:00 p.m.**  
**Caledonia Village Hall - 5043 Chester Lane**

**THIS WILL BE AN IN-PERSON MEETING**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
  - Village Board – September 7, 2021
6. **Citizens Reports**
7. **Committee Reports**
  - A. Finance
    1. Approval of A/P checks
8. **Ordinances and Resolutions**
  - A. **Ordinance 2021-08** – An Ordinance To Amend Zoning Districts Of The Zoning Map Adopted Under Section 20-212 Of The Racine County Code Of Ordinances As Adopted By The Village Of Caledonia Under Section 16-1-1(A) Of The Code Of Ordinances Of The Village Of Caledonia Approving A Request To Rezone ±17.0 Acres From A-2 General Farming And Residential District II To B-3 Commercial Service District For The Property Located On The Southeastern Corner Of 6 ½ Mile Road and USH 41 (Parcel No. 104-04-22-07-097-000), Village Of Caledonia, Racine County, WI. Matt Mehring, Applicant, Bob Prochaska Owner
  - B. **Ordinance 2021-09** – An Ordinance To Create Section 15-1-25(F) Of The Village's Code Of Ordinances Entitled Alternate Sources Of Power; Permit Required; Fee
  - C. **Resolution 2021-98** – A Resolution Of The Village Board Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±10,792 Square Foot Commercial Building Located At 4949 Erie Street, Village Of Caledonia, Racine County, WI; Peter Oleszczuk, Applicant, Manveer & Chaman Real Estate Inc. Owner (tabled for a public hearing on 9/27)
  - D. **Resolution 2021-99** – Resolution Providing for the Sale of Approximately \$17,095,000 Water System and Sewerage System Revenue Bonds, Series 2021
  - E. **Resolution 2021-100** – Resolution Of The Village Board Of The Village Of Caledonia Authorizing A Memorandum Of Understanding With The Federal Bureau Of Investigation For Participation In The Milwaukee Area Safe Streets Task Force
9. **Old Business**
  - A. HOA Presentation For Temporary No Parking Sign Request For Jamestown Holiday Lights, 10/18 Through 10/31 and 11/26 Through 1/1
10. **New Business**
  - A. ARPA Funds
  - B. Discussion And Possible Action of Ownership of Franksville Park
  - C. Discussion And Possible Action of Grant Funding for a UTV – No Financial Obligation

D. Trick or Treating 2021

11. **Report from Village Administrator**

A. 2022 Preliminary Budget

12. **Adjournment**

**Village Board Meeting  
September 7, 2021**

**1 - Order**

President Dobbs called the Village Board meeting to order at 7:00 p.m., at the Caledonia Village Hall.

**2 - Pledge of Allegiance**

**3 - Roll Call**

Board: Trustee Weatherston, Trustee Stillman, Trustee Wanggaard, Trustee Martin, Trustee McManus, Trustee Wishau and President Dobbs. Trustee McManus left at 9:15 p.m.

Absent: None.

Staff: Administrator Kathy Kasper, HR Manager Michelle Tucker, Finance Director Bane Thomey, Utility Director Anthony Bunkelman, Utility Manager Bob Lui, Development Director Peter Wagner, and Deputy Police Chief Shawn Engleman.

**4 – Communications and Announcements**

President Dobbs explained how Citizen comments work. He believed that most of those in attendance are here to address the Dollar General development and the pedestrian crossing sign on Erie St. There has been a compromise that the sign on Erie St. where the deer crossing sign will be replaced with a pedestrian crossing sign.

**5 – Approval of Minutes**

Village Board – August 16, 2021

Motion by Trustee Wanggaard to approve the minutes of the following meeting(s) as printed. Seconded by Trustee Weatherston. Motion carried, unanimously.

Trustee Martin questioned why the mask mandate was not included on this agenda, and was told that it has been sent to Legislative and Licensing for further discussion.

**6 – Citizens Reports**

Ron Coutts, 609 Kentwood Dr., spoke of attending the Public Works Committee meeting and the signage that was requested.

Chuck Miles, 624 Royal Park Rd., is present to talk about the Dollar General store. He thought the location wasn't the best and spoke about the other dollar store locations. He questioned how this development is building towards a better business corridor.

Jeff Clausen, 403 Pointmere Ln., spoke of the Dollar General and the traffic being brought to the area – he was specifically concerned with semi's delivering. He thought the area should be kept quiet.

Richard Kubis, 4915 Conlaine Dr., is down the road from the proposed Dollar General. He explained that the Plan Commission authorized a long-term outlook that planned land use and explained that footprints should be less than 10,000 sq/ft. outside of the Douglas Ave., and the i94 corridor. He questioned if this rule was waived and asked for justification for exceeding the limit. He wondered how many Plan Commission members have an interest in Dollar General stock. He further spoke of the vacant buildings such as Kmart.

Dave Caucutt, 4840 Alcyn Dr., has lived there 26 years and felt the road was dangerous. He was concerned for the children that play in the area on scooters. He thought there are many vacant buildings and thought this idea was foolish.

Chris Brooks, 5022 Hearthside Ln., thanked the Board for being present, and would like to go on record that he is in opposition of this development. He explained the violence at dollar stores, and what altercations have occurred. He spoke of employees being wounded severely and in times resulting in death. He further spoke of these facilities being called 'Stop and Robs'. He cited articles that were written about Dollar General, and how other cities have done to address crimes at these businesses. He felt this could be stopped before the problems come to fruition.

Michelle Frank, 4925 Erie St., is next to lot of this proposed development and is not in favor of the Dollar General. Is worried about her children with what the store might bring to the area. She is very concerned about her children being hurt and the additional e construction.

Kylie Ketzer, 624 Kentwood Dr., lives down the road from this proposal. She is a teacher and see's many school buses that come through the area. She was disgusted and astonished that a Dollar General would be chosen for the location. She thought traffic and construction would cause many issues and wondered why this would be considered. She hoped this would be voted down because it does not work with the area.

Kathi Villarreal, 4910 Alcyn Dr., questioned why she was not notified, and how it would not adversely affect property values. She thought removing greenspace and putting in this structure would poorly effect the area. She spoke of pollution and would like something that is more of a benefit to the community.

John Batten, 704 Waters Edge, thanked the Board for their service. He quoted that Chief Executive from Dollar General that regarded how they serve a depressed market. He thought there were already clusters of these types of stores, and that this strategy to undercut grocery stores on poor health items. He was concerned this would thrive on the food desert problem. He spoke of all the Dollar Generals that are currently open across America, and that most people live within 5 minutes of the Dollar General. There were other communities in Wisconsin, like Sister Bay that fought the placement of the Dollar General and won. He wondered how many dollar stores in general that the Village would need, and what the limit would be? He thought we could find a location on Douglas Ave., that would be better. He spoke of the three kind of businesses that thrive and survive in urban decay. He reminded the neighbors of how they fought against Walmart in a rural area and wanted the same fight/support for this area and questioned if the fight was reserved for horse country only.

Joe Majowski, 4857 Alcyn Dr., wondered if the Village could legally stop this or if this development would be bound by state laws. He asked that the vote be postponed and thought the residents were owed an answer. He thought that Dollar General could come back to address these concerns.

Michelle Frank, 4925 Erie St., agreed with her wife and stated that she did not come to this area to have something like this be built near their home. She spoke of the trash, crime, need for public safety services being increased. She wondered what the Board will do to ensure safety at the Dollar General and neighborhood.

Pedro Villarreal, 4910 Alcyn Dr., wondered how many snack stores does the Village need?

Sue Lipari, 534 4 Mile Rd., lives across the street from this proposed development. She has lived there since 2003 and has spent a lot of time studying the traffic of that corner. She thought this would create many problems with traffic and is dangerous. She did not find it to be safe and was concerned that police would be present daily. She thought that ripping out trees on this natural corner was terrible and was worried about the deer habitat. She was very against this development.

Angela Obradovic, 445 4 ½ Mile Rd., works from one of the largest transportation and supply chain companies in the world. She spoke of how the semis will have to unload, and that they will have to unload in the street which will cause traffic issues. She thought this was a terrible location and stated that she is not anti-business but does not want this next to their home. She spoke of vacant lots in the Village. She explained that we have the power to vote them in and then in turn vote them out.

Jane Batten, 704 Waters Edge, agreed with her neighbors. She is not sure if the applicant was aware that the Dollar General was not wanted in residential Caledonia. She is not sure what the process is for a new proposal, or how it would be notified to the public. She didn't find out until last weekend and does not feel this is a done deal because construction has not started. She asked the Board to do the right thing by the citizens. She echoed the comments of others that this should be placed on the Douglas Ave., corridor but not in their backyard. She was concerned for the safety of the residents in the area, but especially the younger and older children alike that are mobile in the streets. She spoke of the traffic issues in the area, and how Casey's was brought to the Village in a backdoor kind of manner. She thanked the Board for wanting to develop the area but thought it should be done with thought and attention. Dollar General is the fastest growing retail in the country, the stock market and how it is driving the growth of these stores. She is requesting this request be tabled so that proper research can be done and ensure that property values won't be adversely affected.

Lynn Urban, 4830 Alcyn Dr., spoke of vacant buildings in the area and the Parkview Apartments. She thought the Village could think more creatively and would help those in Parkview for other necessities other than groceries like underwear.

Kathy Opahle, 540 West Point Ln., wondered if any one on the Board would be affected by the Dollar General. She spoke of dumpsters, and how the store will dispose of waste. She did not think it was needed and thought there were several other locations that people could go to Dollar General.

Lori Wasmund, 816 Kentwood Dr., found out about this like many others did, by getting a flyer in the mailbox from a neighborhood resident. She spoke about the Village website and seeing a lot of information on other proposals but could not find much information about this. She speculated this had been done on purpose, so residents did not know. She thought she, and the public should have been made aware. She did not think the residents were given an opportunity to explain their stance on this issue.

Tom Tommerup, 2160 5 ½ Mile Rd., present to talk about the Turtle Creek restoration. Spoke of letter he received from the Village and was told that additional information would be given. He has received no other letters but saw that this item was on the agenda for tonight. He explained that every tree by the creek behind his home has been marked and questioned if that meant they would be taken down. He likes the rural image of the creek and asked that they keep it as rural as possible.

Greg Devereux, 700 Waters Edge #27, spoke about the Erie and 4 Mile Road location, the current construction, and how the already busy traffic in the area would be impacted. He wondered what the hours of operation would be. He spoke about the parking variance and questioned why it would be needed. He further spoke about the native buffer that would be impacted and polluted.

Shawn Niemiec, 5036 Hearthside Ln., explained why she moved to Caledonia and spoke of the development that has come and is coming to the area. She has already dealt with the increased traffic and the impact of her taxes. She states that she was able to accept these inconveniences because she likes where she lives. She wondered if the Dollar General would influence who would want to move into the newly built condos. She thought this would effect the tax base, especially those who don't want to live in high traffic area. She thought the area was clean and quiet, and that these areas needed to remain residential.

Dave Blank, Real Racine CEO, thanked the Village for their support over 38 years. He explained how they are funded by room tax, and how those funds are utilized. He further spoke of the fees they must pay to bring in various events in Caledonia (such as a Lacrosse America), and the popularity of these events. He states how these events are possible through Real Racine and explained the good that they do not only in Caledonia but also the County we all live in.

Angelo Trentadue, 715 Kentwood Dr., asked the crowd who was in favor, and who was not. He wanted the Board to listen to their residents. He explained the condos and was asking that they do not become rentals.

Motion by Trustee Wishau to move up 8E as the next order of business. Seconded by Trustee Wanggaard. Motion carried unanimously.

**8E- Resolution 2021-98 – BUILDING, SITE & OPERATION PLAN REVIEW - Review a building, site, and operations plan for the construction and utilization of a ±10,792 square-foot commercial building located at 4949 Erie Street, submitted by Peter Oleszczuk, Applicant, Manveer & Chaman Real Estate Inc., Owner**

President Dobbs explained that this location was not proposed by the Board or solicited but was chosen by the applicant. Staff explained the process of how this was brought to the Village and what would require a Public Hearing. This is zoned as B-1 which is a permitted use and did not require a land use amendment or a rezone. The land has also been for sale for decades. This plan also included a buffer zone for those that have a residential parcel that abuts this commercial property. There was also a Traffic Impact Analysis (TIA) that was approved by a Village engineer that suggested no modifications. Staff further explained that this was submitted in compliance with the Village and have met the requirements for this district. He further spoke about the materials that will be used for construction. The Developers were present and explained how there are semi-deliveries done once per week before the operating hours, and the location of the deliveries would not be done in the street where it would impede traffic. Smaller delivery trucks do service the store. The Board further discussed deliveries, hours of operation and lighting. The Board had a lot of questions for Dollar General Corporate and their overall corporate plan.

The Developers that represented Dollar General will reach out to Dollar General for a representative to attend the next meeting to address some of the concerns of the Board and community. They did state that they felt they had a right to be there and thought that it being a Dollar General was irrelevant.

Attorney Ekes was asked to explain the legality regarding this decision and what the state law is for potentially denying this proposal. Ekes stated that she would like to reduce her answer to writing and would be sending some correspondence to the Board under attorney-client privilege. She would like to schedule time to talk in closed session to discuss the legalities of this situation.

Motion by Trustee Martin to table Resolution 2021-98. Seconded by Trustee Stillman. Motion carried unanimously.

## **7 – Committee Reports**

### **7A(1 Approval of A/P checks) -**

Village – \$617,761.71  
US Bank – \$40,300.13

Motion by Trustee Wishau to approve the A/P checks as presented for \$617,761.71. Seconded by Trustee Martin. Motion carried unanimously

Motion by Trustee Wishau to approve the US Bank list as presented for \$40,300.13. Seconded by Trustee Martin. Motion carried unanimously.

## **8 – Ordinances and Resolutions**

Motion by Trustee Weatherston to move up 8D as the next order of business. Seconded by Trustee Martin. Motion carried unanimously

### **8D- Resolution 2021-97 – BUILDING, SITE & OPERATION PLAN REVIEW – Review a building, site, and operations plan for the construction and utilization of a ±576 square-foot storage shed addition to an existing commercial building located at 11333 CTH G, submitted by Ken Parker, Applicant and Owner.**

Motion by Trustee Weatherston to approve Resolution 2021-97. Seconded by Trustee Martin. Motion carried unanimously.

Motion by Trustee Stillman to move up 8B as the next order of business. Seconded by Trustee Martin. Motion carried unanimously

### **8B- 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**

Staff explained the project location and is being done to improve stormwater conveyance capacity, and correcting erosion that has occurred, and protect infrastructure. This project is being done with Root-Pike and will be using a significant portion of construction funds raised. Staff further addressed Tommerup's concerns brought forth during citizen comment and agreed to meet with him for further explanation.



Motion by Trustee Martin to approve Resolution 2021-95. Seconded by Trustee Wishau.  
Motion carried unanimously

**8A- Ordinance 2021-07 – An Ordinance To Amend Section 9-4-7(C) Of The Code Of Ordinances For The Village Of Caledonia Relating To The Amount Of Sewer Service Charges**

Staff and PMA explained the PowerPoint that was included in the packet. This plan is annually reviewed. The Board discussed if there needed to be a meeting to discuss how this could be allocated and thought it could be addressed during the budget sessions either this year or next. Some Board members thought that Utility projects should be applied to the whole Village opposed to just the district. Staff asked the Board to provide individual expectations for this subject because of the broad spectrum of requests.

Motion by Trustee Martin to approve Ordinance 2021-07. Seconded by Trustee Weatherston. Motion carried unanimously.

**8C- Resolution 2021-96 – CONDITIONAL USE AMENDMENT – Review a conditional use amendment for the property located at 6156 Douglas Avenue allowing the applicant to store vehicles for repair and install storage buildings behind the existing building submitted by Richard Konecko, Applicant and Owner.**

This was the former old east side community center that has since became a storage facility for vehicle repairs. It was discovered that the vehicles were not being stored adequately because of the wetlands located behind the property. The owner was contacted and made aware of the violation. Since the property owner owns the neighboring parcel, moved the lot line and delineated the wetland to put storage buildings to exist behind the building. The DNR did accept the wetland delineation. The Board inquired about these storage containers and how they would be secured.

Motion by Trustee Weatherston to approve Resolution 2021-96. Seconded by Trustee McManus. Motion carried; 6/1.

**9 – New Business**

**9A- Pedestrian Crossing Signage on Erie St/Kentwood Drive**

Motion by Trustee McManus to remove the deer crossing sign and replace with a pedestrian crossing sign on Erie St. and Kentwood Dr. Seconded by Trustee Martin.  
Motion carried; 6/1.

**9B- 2020 Village Audit – Presented by CliftonLarsonAllen**

Jordon from CLA presented briefly on the 2020 audit process and explained the collaborative effort. He spoke of the audit results and recommendations made. Trustee Wishau requested a hardcopy of the audit.

**9C- Approve 2020 Village Audit**

Motion by Trustee Wishau to approve. Seconded by Trustee Martin.

Trustee Weatherston – aye  
 Trustee Wanggaard – aye  
 President Dobbs – aye

Trustee Stillman – aye  
 Trustee Martin – aye  
 Trustee Wishau – aye  
 Motion carried unanimously.

### **9D- Modifying the Agenda to include Committee/Commission Reports & Actionable Items**

The Board did not feel this addition was necessary.

### **9E- Smoke Testing Presentation**

The Utility District Commission has been discussing how to address the issue of infiltration and in-flow at the root cause. The district is looking for support on smoke testing. Staff further explained what smoke testing includes and how it identifies issues. The budget will show that we pay a lot of money to the city for sewer treatment charges, and this would help reduce those costs. Smoke testing would need to be set up by an outside service and would be documented by staff. This needs to be messaged properly, letters/notices, and a public informational meeting to bring awareness was suggested. A developed plan can be brought to the Board.

Motion by Trustee Weatherston to approve the go ahead with testing for the first year and trial period. Seconded by Trustee Wanggaard. Motion carried unanimously.

The Board further inquired about what areas could be focused on which would be older systems. Staff spoke of when Mt. Pleasant had used this system. The Commission is directed to put together a detailed plan for approval or denial by the Board.

### **10 – Report from Village Administrator**

TID 5 has completed a lot of the asbestos abatement. The demo contractor has been hired and will start once the asbestos abatement is completed. The bluff stabilization will be done concurrently with the demolition but are waiting on the site to be fenced in properly.

### **11A. The Village Board will take up a motion to go into CLOSED SESSION, pursuant to s. 19.85(1)(e), Wis. Stat., deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: specifically to discuss the tourism contract with Real Racine.**

Motion by Trustee Weatherston to go into CLOSED session. Seconded by Trustee Stillman.

Trustee Weatherston – aye  
 Trustee Wanggaard – aye  
 President Dobbs – aye

Trustee Stillman – aye  
 Trustee Martin – aye  
 Trustee Wishau – aye  
 Motion carried unanimously.

### **11B. The Village Board reserves the right to go back into OPEN SESSION, take**

**action on the items discussed during the CLOSED SESSION and to move to the remaining meeting agenda as posted.**

Motion by Trustee Wanggaard to go into OPEN session. Seconded by Trustee Stillman.  
Motion carried unanimously.

**12 – Adjournment**

Motion by Trustee Wanggaard to adjourn. Seconded by Trustee Stillman. Motion carried unanimously.

Meeting adjourned at 10:23 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>3 RIVERS BILLING, INC.</b>								
3	3 RIVERS BILLING, INC.	5722	AUGUST EMS BILLING	09/08/2021	3,861.17	.00		100-00-46230 Ambulance/EMS Fees
Total 3 RIVERS BILLING, INC.:					3,861.17	.00		
<b>ACH - QUADIENT FINANCE USA INC</b>								
3898	ACH - QUADIENT FINANCE USA	BH3747309508	POSTAGE	09/02/2021	1,500.00	.00		100-13-64040 Postage & Shipping
Total ACH - QUADIENT FINANCE USA INC:					1,500.00	.00		
<b>ACH - WE ENERGIES</b>								
380	ACH - WE ENERGIES	091021	WE ENERGIES BILL PERIOD 7/1	08/19/2021	17.21	.00		100-35-64140 Utilities
380	ACH - WE ENERGIES	091021	WE ENERGIES BILL PERIOD 7/1	08/19/2021	36.24	.00		221-00-64140 Utilities
Total ACH - WE ENERGIES:					53.45	.00		
<b>AERO COMPRESSED GASES</b>								
29	AERO COMPRESSED GASES	443239	OXYGEN FOR MEDICAL USE	09/02/2021	42.50	.00		100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					42.50	.00		
<b>ARAMARK</b>								
128	ARAMARK	1641405183	RUG DELIVERY - HWY DEPT.	09/08/2021	432.89	.00		100-43-62100 Contracted Services
128	ARAMARK	1641415769	RUG DELIVERY AT VILLAGE HA	09/08/2021	236.03	.00		100-43-62100 Contracted Services
Total ARAMARK:					668.92	.00		
<b>AURORA HEALTH CARE</b>								
155	AURORA HEALTH CARE	417561	FIRE PRE EMPLOYMENT PHYSI	08/29/2021	183.00	.00		100-13-51100 Personnel Medical Exams
Total AURORA HEALTH CARE:					183.00	.00		
<b>BELLE CITY FIRE &amp; SAFETY</b>								
196	BELLE CITY FIRE & SAFETY	57492	MISC. FIRST AID KIT SUPPLIES	09/06/2021	42.10	.00		100-43-64070 Work Supplies
Total BELLE CITY FIRE & SAFETY:					42.10	.00		
<b>BUY RIGHT, INC.</b>								
273	BUY RIGHT, INC.	14873-335726	OIL FILTER CAR 11	09/02/2021	8.79	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	14873-335956	MAINTENANCE FOR U-11	09/02/2021	247.08	.00		100-35-63300 Vehicle Repairs & Maintenance
273	BUY RIGHT, INC.	326182	SUPPLIES FOR MECHANIC FO	09/09/2021	189.32	.00		100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:					445.19	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>CARLOS CLEANING</b>								
2257	CARLOS CLEANING	2021-8	AUG-21; CLEANING SERVICE	08/31/2021	190.56	.00		200-10-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-8	AUG-21; CLEANING SERVICE	08/31/2021	14.50	.00		200-27-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-8	AUG-21; CLEANING SERVICE	08/31/2021	53.18	.00		200-28-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-8	AUG-21; CLEANING SERVICE	08/31/2021	11.66	.00		200-29-64100 Janitorial Supplies
2257	CARLOS CLEANING	2021-8	AUG-21; CLEANING SERVICE	08/31/2021	14.50	.00		200-72-64100 Janitorial Supplies
Total CARLOS CLEANING:					284.40	.00		
<b>CLEANCO</b>								
9021	CLEANCO	4240	CLEANING SERVICES POLICE	09/15/2021	869.00	.00		100-43-62100 Contracted Services
Total CLEANCO:					869.00	.00		
<b>COMPLETE OFFICE OF WISCONSIN</b>								
392	COMPLETE OFFICE OF WISCO	161988	OFFICE SUPPLIES FOR NEW B	09/02/2021	21.60	.00		100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	162776	HEAVYWEIGHT CARD STOCK F	09/02/2021	10.09	.00		100-35-64030 Office Supplies
392	COMPLETE OFFICE OF WISCO	167755	BATH TISSUE & PAPER TOWEL	09/09/2021	118.97	.00		100-35-64100 Janitorial Supplies
392	COMPLETE OFFICE OF WISCO	167755	LEGAL PADS & PENS	09/09/2021	37.08	.00		100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					187.74	.00		
<b>DIVERSIFIED BENEFIT SERVICES</b>								
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPTEMBER MONTLY HRA AD	09/02/2021	746.17	.00		278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-001 Retiree Schey
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-002 Retiree Pfeffer
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-007 Retiree Borchert
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-008 Retiree Wall
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-013 Retiree Heried
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	335590	SEPT. HRA RETIREE HEALTH R	09/02/2021	8.75	.00		280-21930-016 Retiree D. Roeder
Total DIVERSIFIED BENEFIT SERVICES:					851.17	.00		
<b>DON'S ELECTRIC</b>								
549	DON'S ELECTRIC	21621	OUTLETS FOR COMMERCIAL W	09/09/2021	841.84	.00		100-35-64250 Equipment Repairs & Maintenanc
Total DON'S ELECTRIC:					841.84	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>FGMARCHITECTS</b>								
652	FGMARCHITECTS	21-3121.01-5	PROFESSIONAL SERVICES FR	09/07/2021	4,600.00	.00		400-35-65020 Building Improvements
Total FGMARCHITECTS:					4,600.00	.00		
<b>FRANKSVILLE AUTOMOTIVE LLC</b>								
679	FRANKSVILLE AUTOMOTIVE LL	000015567	RADIATOR FOR U-11	09/02/2021	177.68	.00		100-35-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	15566	#214 OIL CHANGE	09/02/2021	83.43	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	15586	#206 TIRE REPAIR	09/09/2021	33.99	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					295.10	.00		
<b>FRANKSVILLE OIL</b>								
680	FRANKSVILLE OIL	369821	DIESEL FUEL FOR CFD VEHICL	09/09/2021	801.71	.00		100-35-63200 Fuel, Oil, Fluids
680	FRANKSVILLE OIL	36991	4001 GAL NL GAS	09/09/2021	9,942.49	.00		100-41-63200 Fuel, Oil, Fluids
680	FRANKSVILLE OIL	369990	3499 GAL DIESEL FUEL	09/09/2021	8,590.04	.00		100-41-63200 Fuel, Oil, Fluids
Total FRANKSVILLE OIL:					19,334.24	.00		
<b>HASTINGS AIR-ENERGY CONTROL, INC.</b>								
783	HASTINGS AIR-ENERGY CONT	190196	REPAIR PLYMOVENT SYSTEM	09/02/2021	475.56	.00		100-35-64240 Building Repairs & Maintenance
Total HASTINGS AIR-ENERGY CONTROL, INC.:					475.56	.00		
<b>HORTON GROUP</b>								
808	HORTON GROUP	70305	4THQ HBS QTRLY AFE 2021	09/02/2021	12,500.00	.00		100-90-62100 Contracted Services
Total HORTON GROUP:					12,500.00	.00		
<b>HWY 31/60 REAL ESTATE LL</b>								
825	HWY 31/60 REAL ESTATE LL	OCT-21	OCT-21; BUILDING RENT	09/09/2021	3,565.42	.00		200-10-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	OCT-21	OCT-21; BUILDING RENT	09/09/2021	271.40	.00		200-27-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	OCT-21	OCT-21; BUILDING RENT	09/09/2021	995.12	.00		200-28-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	OCT-21	OCT-21; BUILDING RENT	09/09/2021	218.18	.00		200-29-61700 Property Rental
825	HWY 31/60 REAL ESTATE LL	OCT-21	OCT-21; BUILDING RENT	09/09/2021	271.40	.00		200-72-61700 Property Rental
Total HWY 31/60 REAL ESTATE LL:					5,321.52	.00		
<b>JIMS GARAGE DOOR SERVICE, INC.</b>								
943	JIMS GARAGE DOOR SERVICE,	207014	GARAGE DOOR REPAIR STATIO	09/02/2021	1,011.50	.00		100-35-64240 Building Repairs & Maintenance
Total JIMS GARAGE DOOR SERVICE, INC.:					1,011.50	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>KARL H. SCHNABEL CO. INC.</b>								
1033	KARL H. SCHNABEL CO. INC.	123607	ACTIVE SHOOTER CARDS	09/10/2021	103.30	.00		100-30-64070 Work Supplies
Total KARL H. SCHNABEL CO. INC.:					103.30	.00		
<b>KORTENDICK HARDWARE</b>								
1096	KORTENDICK HARDWARE	144598	MISC. SHOP SUPPLIES FOR ME	09/02/2021	4.05	.00		100-35-63300 Vehicle Repairs & Maintenance
1096	KORTENDICK HARDWARE	144612	PEST REMOVAL SPRAY	09/02/2021	15.46	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	144742	DRUM LINERS & INSTANT SAVI	09/08/2021	38.97	.00		221-00-64100 Janitorial Supplies
1096	KORTENDICK HARDWARE	144742	WASP KILLER & MISC. FASTNE	09/08/2021	6.26	.00		221-00-64070 Work Supplies
Total KORTENDICK HARDWARE:					64.74	.00		
<b>LANGUAGE LINE SERVICES</b>								
2330	LANGUAGE LINE SERVICES	10302133	AUG-21; TRANSLATION SERVIC	08/31/2021	2.23	.00		200-10-61000 Professional Services
2330	LANGUAGE LINE SERVICES	10302133	AUG-21; TRANSLATION SERVIC	08/31/2021	71.22	.00		200-27-61000 Professional Services
2330	LANGUAGE LINE SERVICES	10302133	AUG-21; TRANSLATION SERVIC	08/31/2021	31.16	.00		200-28-61000 Professional Services
2330	LANGUAGE LINE SERVICES	10302133	AUG-21; TRANSLATION SERVIC	08/31/2021	6.67	.00		200-72-61000 Professional Services
Total LANGUAGE LINE SERVICES:					111.28	.00		
<b>MARTIN FORD, INC.</b>								
1234	MARTIN FORD, INC.	127150	#214 REPROGRAMMED/CALIBR	09/07/2021	121.00	.00		100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					121.00	.00		
<b>MENARDS RACINE</b>								
1281	MENARDS RACINE	28558	MISC. PARTS AND TOOLS	09/10/2021	170.82	.00		100-41-64070 Work Supplies
1281	MENARDS RACINE	28895	HOSE REEL STATION 12	09/02/2021	79.99	.00		100-35-64240 Building Repairs & Maintenance
Total MENARDS RACINE:					250.81	.00		
<b>MILLER-BRADFORD &amp; RISEBERG, INC.</b>								
1332	MILLER-BRADFORD & RISEBER	026824	ENGINE FOR LOADER #21	09/14/2021	12,715.00	.00		100-41-63300 Vehicle Repairs & Maintenance
Total MILLER-BRADFORD & RISEBERG, INC.:					12,715.00	.00		
<b>MOBILE REDUCTION SPECIALISTS</b>								
1345	MOBILE REDUCTION SPECIALI	66406	2 - 30 YD CONTAINERS - 7/8/20	07/15/2021	850.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	66421	7/12/2021 90CYOF PLAYGROU	07/15/2021	3,150.00	.00		222-00-62700 Grounds Services
1345	MOBILE REDUCTION SPECIALI	66564	(3) 30 YARD CONTAINERS -- 8/2/	08/03/2021	1,275.00	.00		241-00-62800 Waste Disposal
1345	MOBILE REDUCTION SPECIALI	66800	(3) 30 YARD CONTAINERS 9/13/	09/14/2021	1,275.00	.00		241-00-62800 Waste Disposal

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total MOBILE REDUCTION SPECIALISTS:					6,550.00	.00		
<b>NANCY WASHBURN</b>								
9193	NANCY WASHBURN	1001875	COND. USE ZONING SIGN REF	09/02/2021	50.00	.00		100-00-44400 Zoning Permits
Total NANCY WASHBURN:					50.00	.00		
<b>NASSCO, INC.</b>								
1371	NASSCO, INC.	6042972	BATH TISSUE, HAND SOAP, PAP	09/02/2021	306.03	.00		100-43-64100 Janitorial Supplies
1371	NASSCO, INC.	6042974	BATH TISSUE, HAND SOAP, RO	09/02/2021	338.02	.00		222-00-64100 Janitorial Supplies
1371	NASSCO, INC.	6042976	BATH TISSUE, HAND SOAP, RO	09/02/2021	154.50	.00		100-43-64100 Janitorial Supplies
Total NASSCO, INC.:					798.55	.00		
<b>NELLY RODRIGUEZ</b>								
9189	NELLY RODRIGUEZ	1003860	REFUND-COND.USE/ZONING SI	09/02/2021	50.00	.00		100-00-44400 Zoning Permits
Total NELLY RODRIGUEZ:					50.00	.00		
<b>PARK REFUND VENDOR</b>								
8999	PARK REFUND VENDOR	WRSA-2XKS1	ESCROW REFUND - JT PK SHE	09/12/2021	25.00	.00		222-00-46700 Shelter/Park Rentals
8999	PARK REFUND VENDOR	WRSA-AF9PV	HALL ESCROW REFUND	09/04/2021	100.00	.00		222-00-46710 Hall Rental
8999	PARK REFUND VENDOR	WRSA-D1DZG	ESCROW REFUND - CRAWFOR	09/11/2021	25.00	.00		221-00-46753 Park & Rec Rental
8999	PARK REFUND VENDOR	WRSA-UIOFN	ESCROW REFUND - JT PK SHE	09/11/2021	25.00	.00		222-00-46700 Shelter/Park Rentals
Total PARK REFUND VENDOR:					175.00	.00		
<b>PATS SERVICES INC.</b>								
1462	PATS SERVICES INC.	A-221658	PORTABLE TOILET AT YARDWA	09/12/2021	90.00	.00		241-00-62100 Contracted Services
Total PATS SERVICES INC.:					90.00	.00		
<b>PAYNE &amp; DOLAN, INC.</b>								
1474	PAYNE & DOLAN, INC.	1760967	176.12 TON 3/4" TB	09/07/2021	2,113.44	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	1761531	3.38 TON HOT MIX	09/07/2021	206.18	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	1762579	84.92 TON OF 3/4" TB	09/10/2021	1,019.04	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253565-03a	2,075.97 TON ASPHALT \$66.00	09/14/2021	137,014.02	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253565-03b	650.00 TON ASPHALT GOLF RD.	09/14/2021	42,900.00	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253565-03c	1472.35 TON ASPHALT CRAMFO	09/14/2021	97,175.10	.00		400-41-65080 Road Improvements
1474	PAYNE & DOLAN, INC.	253565-03d	BRIDGE MILLING	09/14/2021	1,423.55	.00		400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:					281,851.33	.00		



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>PCA AMERICA</b>								
2373	PCA AMERICA	12773	HFA IMPLEMENTATION TRAININ	09/02/2021	700.00	.00		200-28-51300 Education/Training/Conferences
Total PCA AMERICA:					700.00	.00		
<b>PETTY CASH</b>								
1493	PETTY CASH	09132021	PETTY CASH REPLENISHMENT	09/13/2021	175.35	.00		100-30-64070 Work Supplies
Total PETTY CASH:					175.35	.00		
<b>Prime Media</b>								
9191	Prime Media	0230071-IN	SQUAD PAPER	08/26/2021	150.28	.00		100-30-64070 Work Supplies
Total Prime Media:					150.28	.00		
<b>PROFESSIONAL SERVICES GROUP, INC.</b>								
4723	PROFESSIONAL SERVICES GR	CRCHD082021	AUG-21; PSG-CONTRACT TRAC	09/09/2021	17,974.54	.00		200-72-62100 Contracted Services
Total PROFESSIONAL SERVICES GROUP, INC.:					17,974.54	.00		
<b>PRUITT, EKES &amp; GEARY, SC</b>								
1534	PRUITT, EKES & GEARY, SC	2739	AUG-21; ATTORNEY CONSULT	09/02/2021	284.40	.00		200-10-61100 Attorney Fees
Total PRUITT, EKES & GEARY, SC:					284.40	.00		
<b>RACINE COUNTY</b>								
1548	RACINE COUNTY	083021NB	NORTH BAY DISPATCH SERVIC	08/30/2021	1,666.00	.00		230-00-62200 Community Dispatch Services
1548	RACINE COUNTY	083021WB	WIND POINT DISPATCH SERVIC	08/30/2021	9,995.75	.00		230-00-62200 Community Dispatch Services
1548	RACINE COUNTY	83021	DISPATCH SERVICES JULY THR	08/30/2021	105,514.25	.00		100-31-62200 Community Dispatch Services
Total RACINE COUNTY:					117,176.00	.00		
<b>RDS TRUCK SERVICE INC.</b>								
1603	RDS TRUCK SERVICE INC.	00050891	NEW RESSISTOR #22	09/15/2021	114.15	.00		100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00050902	OIL FILTER KIT	09/15/2021	195.41	.00		100-41-63300 Vehicle Repairs & Maintenance
1603	RDS TRUCK SERVICE INC.	00050906	MACK PARTS	09/16/2021	520.50	.00		100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:					830.06	.00		
<b>RENNERTS FIRE EQUIPMENT</b>								
1624	RENNERTS FIRE EQUIPMENT	44076	VALVE REBUILD KIT	09/09/2021	105.57	.00		100-35-64250 Equipment Repairs & Maintenanc
Total RENNERTS FIRE EQUIPMENT:					105.57	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>ROBERT KONECKO</b>								
9192	ROBERT KONECKO	1003860	COND. USE ZONING SIGN REF	09/02/2021	50.00	.00		100-00-44400 Zoning Permits
Total ROBERT KONECKO:					50.00	.00		
<b>SME SEASONAL SERVICES LLC</b>								
1813	SME SEASONAL SERVICES LL	6015	MOWING - CALEDONIA VILLAG	08/28/2021	280.00	.00		100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	6015	MOWING - OTHER - (8/9) 2021	08/28/2021	135.00	.00		100-43-62100 Contracted Services
1813	SME SEASONAL SERVICES LL	6015	MOWING - CALEDONIA PARKS (	08/28/2021	2,535.00	.00		221-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	6015	MOWING - CALEDONIA CEMET	08/28/2021	600.00	.00		222-00-62700 Grounds Services
1813	SME SEASONAL SERVICES LL	6015	MOWING - JOINT PARKS (5/5, 5/	08/28/2021	6,825.00	.00		222-00-62700 Grounds Services
Total SME SEASONAL SERVICES LLC:					10,375.00	.00		
<b>ULINE</b>								
2030	ULINE	137933201	SWABS	08/26/2021	71.58	.00		100-30-64070 Work Supplies
Total ULINE:					71.58	.00		
<b>VILLAGE OF MT. PLEASANT</b>								
2082	VILLAGE OF MT. PLEASANT	0038660	STATION 10 BILLING FOR 2ND	07/29/2021	372.59	.00		100-35-64070 Work Supplies
2082	VILLAGE OF MT. PLEASANT	0038660	STATION 10 BILLING FOR 2ND	07/29/2021	231.71	.00		100-35-64100 Janitorial Supplies
2082	VILLAGE OF MT. PLEASANT	0038660	STATION 10 BILLING FOR 2ND	07/29/2021	1,064.89	.00		100-35-64240 Building Repairs & Maintenance
2082	VILLAGE OF MT. PLEASANT	0038660	STATION 10 BILLING FOR 2ND	07/29/2021	3,330.83	.00		100-35-64140 Utilities
Total VILLAGE OF MT. PLEASANT:					5,000.02	.00		
<b>WISCONSIN HUMANE SOCIETY</b>								
2180	WISCONSIN HUMANE SOCIETY	2097	ANIMAL SHELTER CONTRACT -	09/01/2021	1,092.50	.00		100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:					1,092.50	.00		
Grand Totals:					510,284.71	.00		

## ORDINANCE NO. 2021- 08

**AN ORDINANCE TO AMEND ZONING DISTRICTS OF THE ZONING MAP  
ADOPTED UNDER SECTION 20-212 OF THE RACINE COUNTY CODE OF  
ORDINANCES AS ADOPTED BY THE VILLAGE OF CALEDONIA UNDER SECTION  
16-1-1(A) OF THE CODE OF ORDINANCES OF THE VILLAGE OF CALEDONIA  
APPROVING A REQUEST TO REZONE ±17.0 ACRES FROM B-4, PLANNED BUSINESS  
DISTRICT AND A-2 GENERAL FARMING AND RESIDENTIAL DISTRICT II TO B-3  
COMMERCIAL SERVICE DISTRICT FOR THE PROPERTY LOCATED ON THE  
SOUTHEASTERN CORNER OF 6 ½ MILE ROAD AND USH 41 (PARCEL NO. 104-04-22-  
07-097-000), VILLAGE OF CALEDONIA, RACINE COUNTY, WI. MATT MEHRING,  
APPLICANT, BOB PROCHASKA OWNER.**

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

- A. Request to rezone ±17.0 acres from B-4, Planned Business District and A-2, General Farming and Residential District II to B-3, Commercial Service District for the property located on the southeastern corner of 6 ½ Mile Road and USH 41, Village of Caledonia, Racine County, WI. Matt Mehring, Applicant, Bob Prochaska, Owner; Parcel No.: 104-04-22-07-097-000, which are described on the attached **Exhibit A** is approved for the following reasons:
1. This rezoning will not adversely affect the surrounding property values.
  2. Due to the subject property's proximity to the Interstate, commercial uses should be encouraged in this area.
  3. The 2035 Land Use Plan designates this property as Commercial. The proposed rezoning is in accord with the 2035 Land Use Plan designation for the subject properties.
- B. That in order to update the zoning map adopted under Section 20-212 of the Racine County Code of Ordinances adopted by the Village of Caledonia under Section 16-1-1(a) of the Code of Ordinances of the Village of Caledonia, the Village Board needs to adopt an ordinance;
- C. That the zoning map be, and hereby is, amended as follows:

The land comprising the rezone ±17.0 acres located on the southeastern corner of 6 ½ Mile Road and USH 41, Village of Caledonia, Racine County, WI with Parcel No.: 104-04-22-07-097-000 which is legally described on the attached **Exhibit A** shall be rezoned from: B-4, Planned Business District and A-2, General Farming and Residential District II to B-3 Commercial Service District.

- D. That the Village Clerk shall cause the official Zoning Map of the Village of Caledonia to be amended to reflect the amendment to the zoning classification adopted herein.
- E. That this ordinance shall take effect upon the day after posting or publication in accordance with ordinance and applicable law.

Adopted by the Village Board of the Village of Caledonia this \_\_\_\_ day of September, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_

James R. Dobbs

Village President

Attest:

\_\_\_\_\_

Joslyn Hoeffert

Village Clerk

[illegible]

**Ordinance No. 2021-09**

**AN ORDINANCE TO CREATE SECTION 15-1-25(f) OF THE VILLAGE'S CODE OF ORDINANCES ENTITLED ALTERNATE SOURCES OF POWER; PERMIT REQUIRED; FEE**

The Village Board of the Village of Caledonia do ordain as follows:

1. That Section 15-1-25(f) entitled Alternate Sources of Power; Permit Required; Fee

be, and hereby is, created to read as follows:

"(f) **Alternate Sources of Power; Permit Required; Fee.** Admin. Code Sec. SPS 316.701 entitled "Legally Required Standby Systems" is incorporated by reference as though fully set forth herein. Compliance with such section is required. A permit and inspection for alternate sources of power, including electrical solar systems and generators, as set forth in this section is required and the fees for such permit shall be as follows:

Alternate Sources of Power Including Electrical Solar Power & Generator Systems	Minimum Fee of \$57.00	\$5.00 per kw + Min. Fee + New Service Charge+ Per Circuit = Total Fee"
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2. That this ordinance shall take effect after adoption and publication as provided by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs  
Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert  
Village Clerk



Memorandum

Date: September 10, 2021

To: Legislative/Licensing Committee

From: Erika Waege

Building, Engineering & Planning Admin.

Re: Solar Power & Generator Systems – Electrical Permits

The Village Building Department has received an increased amount of electrical permit applications for the installation of either solar power or generator systems. The Village currently doesn't have a fee schedule specified for these systems. Therefore, the Building Department is requesting approval from the Legislative/Licensing Committee to add solar power and generator system fees to the electrical permit application as presented in the attached document.

Thank you,

*Erika Waege*

	<u>Village Caledonia</u>	<u>Proposed Fee Amounts</u>
	Minimum	New Minimum
Current Residential Electrical	\$57.00	\$60.00
	Minimum	New Minimum
Current Residential Plumbing	\$57.00	\$60.00
	Minimum	New Minimum
Current Commercial Electrical	\$57.00	\$100.00
	Minimum	New Minimum
Current Commercial Plumbing	\$57.00	\$100.00
	Per Circuit	New Fee
Electrical	\$1.45	\$1.50
	Minimum	New Fee
Electrical Solar Systems & Generators	\$57.00	\$5.00 per kw + Min. Fee + New Service Charge + Per Circuit = Total Fee
	Fees	New Fee
Well Registration / Well Abandonment	\$57.00	\$60.00
	Minimum	New Fee
Plumbing - Dishwasher	\$57.00 + Electrical Minimum Fee	\$25.00 + Electrical Minimum Fee



**RESOLUTION NO. 2021-98**

**A RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO  
APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±10,792  
SQUARE FOOT COMMERCIAL BUILDING LOCATED AT 4949 ERIE STREET, VILLAGE  
OF CALEDONIA, RACINE COUNTY, WI; PETER OLESZCZUK, APPLICANT, MANVEER  
& CHAMAN REAL ESTATE INC. OWNER**

The Village Board for the Village of Caledonia resolves as follows:

**WHEREAS**, Peter Oleszczuk, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±10,792 square-foot commercial building at 4949 Erie Street, Parcel ID No. 104-04-23-82-001-000, Village of Caledonia, Racine County, WI; and,

**WHEREAS**, the Village of Caledonia Plan Commission recommended approval of the site, building, and operations plan, subject to conditions attached hereto as **Exhibit A**, for the following reasons:

1. The proposed use is allowed by underlying zoning through the building, site, and operation plan review process and is a permitted use in the B-1 zoning district.
2. The proposed use will not adversely affect the surrounding property values.

**NOW, THEREFORE, BE IT RESOLVED**, by the Village Board of the Village of Caledonia that the requested and building, site, and operations plan set forth above, is hereby approved for the same reasons set forth above and subject to the same conditions and contingency imposed by the Village Plan Commission.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_ day of September, 2021.

**VILLAGE OF CALEDONIA**

By: \_\_\_\_\_  
James R. Dobbs, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

EXHIBIT A: Conditions of Approval for 4949 Erie Street Commercial Building

1. **Compliance.** Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of the building permit.
2. **Binding Effect.** These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
3. **Plans.** The proposed operation shall be located, constructed, and utilized in accordance with the revised plans and documents received by the Village Planning Office on August 16, 2021.
4. **Engineering Department.** The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
5. **Stormwater.** The property owner or designated agent must contact the Village of Caledonia Stormwater Utility District regarding stormwater regulations for this site. Compliance with all regulations and requirements, as determined by the Village of Caledonia Stormwater Utility District is required. Stormwater management plans shall be submitted for approval and be in compliance with all Village requirements, as determined by the Village Engineer before permits are issued.
6. **Fire Department Approval.** Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
7. **Parking.** Parking at the site must be in compliance with the submitted plans. All employee and visitor parking must be conducted in the proposed parking lot as outlined on the submitted site plan. Each parking space shall be a minimum of 180 square feet in area exclusive of the space required for ingress and egress. Handicapped spaces shall be provided in accordance with State requirements. The driveway and all parking areas must be maintained in a hard-surfaced, dust-free condition.
8. **Landscaping.** Landscaping at the site must be in compliance with the submitted Landscaping Plan received on August 16, 2021. The Village may require a letter of credit or bond to be posted to ensure implementation and maintenance. Landscaping shall comply with Title 16. The landscaping plan shall follow the Village of Caledonia planting requirements. Landscaping shall be maintained in a living condition and any landscaping that dies or is otherwise removed shall be immediately replaced.
9. **Lighting.** The lighting plan must be in compliance with the submitted lighting plan August 16, 2021. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway. Following installation, owner shall contact Village for an inspection to ensure that lighting was properly installed.
10. **Signage.** Prior to installation of any signs, a sign permit will be required prior to installation and meet all sign regulations in Title 16. Internally lit cabinet wall signs, banners, balloons, flashing or animated signs are prohibited.
11. **No Accumulation of Refuse and Debris.** Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.

12. **Performance Standards.** The applicant must comply with the provisions of Article VII, Division 4, Performance Standards of Chapter 20, Zoning, Racine County Code of Ordinances, as adopted by the Village of Caledonia.
13. **Property Maintenance Required.** A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade.
14. **Outdoor Display of Merchandise.** Outdoor storage will be limited to one ice chest box. The display of merchandise outdoors is prohibited. Such items shall include but not limited to propane exchange, firewood, general merchandise, redbox, and other retail goods.
15. **Expiration.** This approval will expire twelve (12) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the development will be required to resubmit their application and go through the conditional use process.
16. **Access.** The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
17. **Compliance with Law.** The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
18. **Reimburse Village Costs.** Applicant shall reimburse to the Village all costs incurred by the Village for review of this conditional use including but not limited to engineering, legal and planning review that occurred prior to permit issuance and during the implementation of the plans and construction of the improvements.
19. **Amendments to Building, Site & Operations Plan.** No additions, deletions, or changes may be made to the project, site plan, or these conditions without the Village of Caledonia's prior approval. All addition, deletion, and/or change requests must be submitted to the Village of Caledonia in writing. A minor change to the conditions of this permit, as deemed by the Village Development Director, may be made at a staff level, if authorized by the Village Development Director.
20. **Caledonia Utility District.** The property owner or designated agent must contact the Caledonia Utility District regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Utility District is required.
21. **Site Plan and Title 16 Review.** The final site plan and site design and architectural details required under Title 16 of the Village's Code of Ordinances shall be reviewed and approved for compliance by the Village Development Director.
22. **Agreement.** You are accepting the conditions of approval and the beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore,

Peter Oleszczuk, Midwest WI LLC, Manveer & Chaman Real Estate Inc., and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.

23. **Subsequent Owners.** It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY \$17,095,000  
WATER SYSTEM AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2021

WHEREAS the Village of Caledonia, Racine County, Wisconsin (the "Village") is presently in need of approximately \$17,095,000 for the public purpose of paying the cost of extensions, improvements and additions to the Village's water system and sewerage system; and

WHEREAS it is desirable to borrow said funds through the issuance of revenue bonds pursuant to Chapter 66, Wisconsin Statutes.

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

Section 1. Issuance of the Bonds. The Village shall issue its Water System and Sewerage System Revenue Bonds, Series 2021 in the approximate amount of \$17,095,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of the Bonds. The Village Board hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Village Board shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The Village Clerk (in consultation with PMA Securities, LLC ("PMA")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the Village Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the Village Clerk may determine.

Section 4. Official Statement. The Village Clerk (in consultation with PMA) shall cause an Official Statement to be prepared and distributed. The appropriate Village officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted, approved and recorded September 20, 2021.

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James R. Dobbs  
President

ATTEST:

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Joslyn M. Hoeffert  
Village Clerk

(SEAL)

**RESOLUTION NO. 2021-100**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA  
AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL  
BUREAU OF INVESTIGATION FOR PARTICIPATION IN THE MILWAUKEE AREA  
SAFE STREETS TASK FORCE**

**WHEREAS**, the Village of Caledonia Police Department desires to participate in the Federal Bureau of Investigation Milwaukee Area Safe Streets Task Force (the "MASSTF"). The mission of the MASSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest.

**WHEREAS**, the Village of Caledonia Police Department believes that participation in the MASSTF will be beneficial to the Police Department by creating a desirable assignment for current officers, that will assist in broadening technical knowledge in department and provide an opportunity for the department to participate in federal asset forfeiture sharing.

**WHEREAS**, overtime expenditures related to this task force position are reimbursable up to \$19,000 per fiscal year.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that the Federal Bureau of Investigation Milwaukee Area Safe Streets Task Force Memorandum of Understanding attached hereto as **Exhibit A** (the "MOU") is approved ;

**BE IT FURTHER RESOLVED THAT** the Village President and Clerk are authorized to execute the MOU and further that all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the Agreement and the Village Administrator is authorized to execute any additional sub-agreements as specified in such MOU or that may be necessary by, and consistent with, the intentions of this MOU

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

VILLAGE OF CALEDONIA

By: \_\_\_\_\_  
Jim Dobbs, Village President

Attest: \_\_\_\_\_  
Joslyn Hoeffert, Village Clerk

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**FEDERAL BUREAU OF INVESTIGATION  
MILWAUKEE AREA SAFE STREETS TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Village of Caledonia (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of the Milwaukee Area Safe Streets Task Force (MASSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the MASSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The MASSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

**SUPERVISION AND CONTROL**

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**A. Supervision**

5. Overall management of the MASSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Milwaukee Division shall designate one Supervisory Special Agent (MASSTF Supervisor) to supervise the MASSTF. The MASSTF Supervisor may designate a Special Agent to serve as the MASSTF Coordinator. Either the MASSTF Supervisor or the MASSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the MASSTF.
7. Conduct undertaken outside the scope of an individual's MASSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the MASSTF Supervisor or MASSTF Coordinator. As stated in paragraph 76, below, neither the United States nor the FBI shall be responsible for such conduct.
8. MASSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the MASSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All MASSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).
11. MASSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the MASSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and MASSTF Supervisor will also retain discretion to remove any individual from the MASSTF.

**B. Case Assignments**

13. The FBI MASSTF Supervisor will be responsible for opening, monitoring, directing, and closing MASSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the MASSTF Supervisor.
15. For FBI administrative purposes, MASSTF cases will be entered into the relevant FBI computer system.
16. MASSTF personnel will have equal responsibility for each case assigned. MASSTF personnel will be responsible for complete investigation from predication to resolution.

**C. Resource Control**

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the MASSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

**OPERATIONS**

**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the MASSTF will not knowingly be subject to non-MASSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the MASSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to MASSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. MASSTF investigative leads outside of the geographic areas of responsibility for the FBI Milwaukee Division will be communicated to other FBI offices for appropriate investigation.

**B. Confidential Human Sources**

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-MASSTF personnel will be limited to those situations where it is essential to the effective performance of the MASSTF. These disclosures will be consistent with applicable FBI guidelines.
22. Non-FBI MASSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the MASSTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of MASSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an MASSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI MASSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of MASSTF investigations shall be maintained at an agreed upon location.

**C. Reports and Records**

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by MASSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. MASSTF reports prepared in cases assigned to MASSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in MASSTF cases which are opened and assigned by the MASSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for MASSTF.
29. MASSTF investigative records maintained at the Milwaukee Field Office of the FBI will be available to all MASSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the MASSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by MASSTF personnel.
31. All MASSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to MASSTF Supervisor approval.

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32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
33. The Parties acknowledge that this MOU may provide MASSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by MASSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

**INFORMATION SHARING**

34. No information possessed by the FBI, to include information derived from informal communications between MASSTF personnel and FBI employees not assigned to the MASSTF, may be disseminated by MASSTF personnel to non-MASSTF personnel without the approval of the MASSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, MASSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
39. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

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## **PROSECUTIONS**

40. MASSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
41. A determination will be made on a case-by-case basis whether the prosecution of MASSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the MASSTF.
42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a MASSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

### **A. Investigative Methods/Evidence**

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
44. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

### **B. Undercover Operations**

46. All MASSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

### **USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

47. The parent agency of each individual assigned to the MASSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
48. The parent agency of each individual assigned to the MASSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.<sup>2</sup>

### **DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

49. MASSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

### **DEPUTATIONS**

50. Local and state law enforcement personnel designated to the MASSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the MASSTF or until the termination of the MASSTF, whichever comes first.

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<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

<sup>2</sup> Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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51. Deputized MASSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

**VEHICLES**

52. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official MASSTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to participating agency MASSTF personnel will require the execution of a separate Vehicle Use Agreement.
53. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to MASSTF business.
54. The FBI and the United States will not be responsible for any tortious act or omission on the part of each participating agency and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by participating agency MASSTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
55. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by participating agency MASSTF personnel while engaged in any conduct other than their official duties and assignments under this MOU.
56. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by participating agency MASSTF personnel which is outside the scope of their official duties and assignments under this MOU.

**SALARY/OVERTIME COMPENSATION**

57. The FBI and each participating agency remain responsible for all personnel costs for their MASSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 58 below.
58. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal MASSTF personnel assigned full-time to MASSTF, provided overtime expenses were incurred as a result of MASSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and

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participating agencies for full-time employee(s) assigned to MASSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

**PROPERTY AND EQUIPMENT**

59. Property utilized by the MASSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the MASSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by MASSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of MASSTF, will be the financial responsibility of the agency supplying said property.

**FUNDING**

60. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

**FORFEITURES**

61. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with MASSTF operations.
62. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to MASSTF investigations may be equitably shared with the agencies participating in the MASSTF.

**DISPUTE RESOLUTION**

63. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the MASSTF's objectives.
64. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

**MEDIA RELEASES**

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- 65. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
- 66. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

**SELECTION TO MASSTF AND SECURITY CLEARANCES**

- 67. If a participating agency candidate for the MASSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
- 68. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the MASSTF, the participating agency will be so advised and a request will be made for another candidate.
- 69. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
- 70. Before receiving unescorted access to FBI space identified as an open storage facility, MASSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. MASSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
- 71. Upon departure from the MASSTF, each individual whose assignment to the MASSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

**LIABILITY**

- 72. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the MASSTF.
- 73. Each participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the MASSTF or otherwise relating to the MASSTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the MASSTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the MASSTF, the officer may request

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legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

74. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 2671-2680: an individual assigned to the MASSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any MASSTF personnel.
75. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the MASSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Milwaukee Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any MASSTF personnel.
76. Liability for any conduct by MASSTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**DURATION**

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77. The term of this MOU is for the duration of the MASSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
78. Any participating agency may withdraw from the MASSTF at any time by written notification to the MASSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the MASSTF at least 30 days prior to withdrawal.
79. Upon termination of this MOU, all equipment provided to the MASSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any MASSTF participation.

**MODIFICATIONS**

80. This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

**SIGNATORIES**

\_\_\_\_\_  
Robert E Hughes  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Dobbs  
President  
Village of Caledonia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher M Botsch  
Chief of Police  
Caledonia Police Department

\_\_\_\_\_  
Date

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## **Special Event No Parking request for Taurus Drive during Jamestown lights**

**Caledonia Village Board meeting September 20<sup>th</sup>, 2021**

*History:* For the past 11 years Debbie and Mike Pikula have put up a Halloween and Christmas synchronized **free** light show in the Jamestown Subdivision. Each year the show has grown and now 5 other families are part of the Christmas neighborhood tradition. With the display growth the number of visitors coming to view the show has also grown and was very popular last season with the pandemic as a safe and family friendly event.

I am making a request to have the southbound side of Taurus Drive from Northwestern to the intersection of Williamsburg and Walter Raleigh Drives posted with “special event – no parking” signs during the duration of the two light shows, 10/8 thru 10/31 and 11/26 thru 1/1. This is to prevent a recurrence of an issue that one homeowner (Mick Kadamian) took upon himself to block the normal flow of visitors to the show last year. Over the years the flow of vehicles on Taurus would be “follow the leader” moving up as vehicles departed. Last year Mick insisted his property was being littered by visitors viewing the shows. When asked by the HOA board to show visual proof, his reply to the board was that he did not own a camera. After hearing of the complaint, I personally walked Taurus the mornings after busy nights looking for litter, and some nights right after the show ended. I did find a few items on Taurus, but none were on his property, and most were child related (masks). His answer claimed that he would walk his dogs at 4 AM and picked up the litter. This homeowners’ reaction was to park his 3 vehicles about an hour before show start taking up 7 parking spaces until it ended every night on Taurus which is the east side of his home (photo 1). From over the years visitors knew to be courteous and not “skip in line”, so traffic backed up thinking these parked vehicles were viewing the show. This traffic backing up caused an issue for the one homeowner who has a driveway that is accessed with Taurus which unfortunately required a police response December 23rd.

This issue was attempted to be resolved by numerous people talking to him including Caledonia Police. The cars were parked legally so nothing could be done last year. I along with some of the other neighbors involved with the show spent the nights when he parked cars directing visitors to bypass them.

This resident has expressed his feelings to numerous people he could care less about the {expletive} show. He has quite a history of actions when he does not get his way with the HOA through the years he has lived here. He was unable / unwilling to substantiate his litter complaint when asked by the HOA board. By parking his vehicles in this manner on Taurus, he created a safety issue by blocking the established flow of visitors to the show. Access to his driveway was never an issue.

My hope is by posting that side with special event no parking signs that CPD would be able to ticket his vehicles if he repeats this action again if nothing is done (and I fully believe he will based on private comments he has made about the light shows his real underlying issue) (figure 1). I cannot accept that one person can be allowed to ruin the enjoyment the light shows bring to hundreds of families every year from this community tradition. There have been no issues or complaints in prior years from Jamestown homeowners (or others) that I am aware of.

Michael Pikula



*Photo 1 Homeowner vehicles parked prior to show start*



*Photo 2 Traffic cones provided by CPD on 12/24 showing parked vehicles*

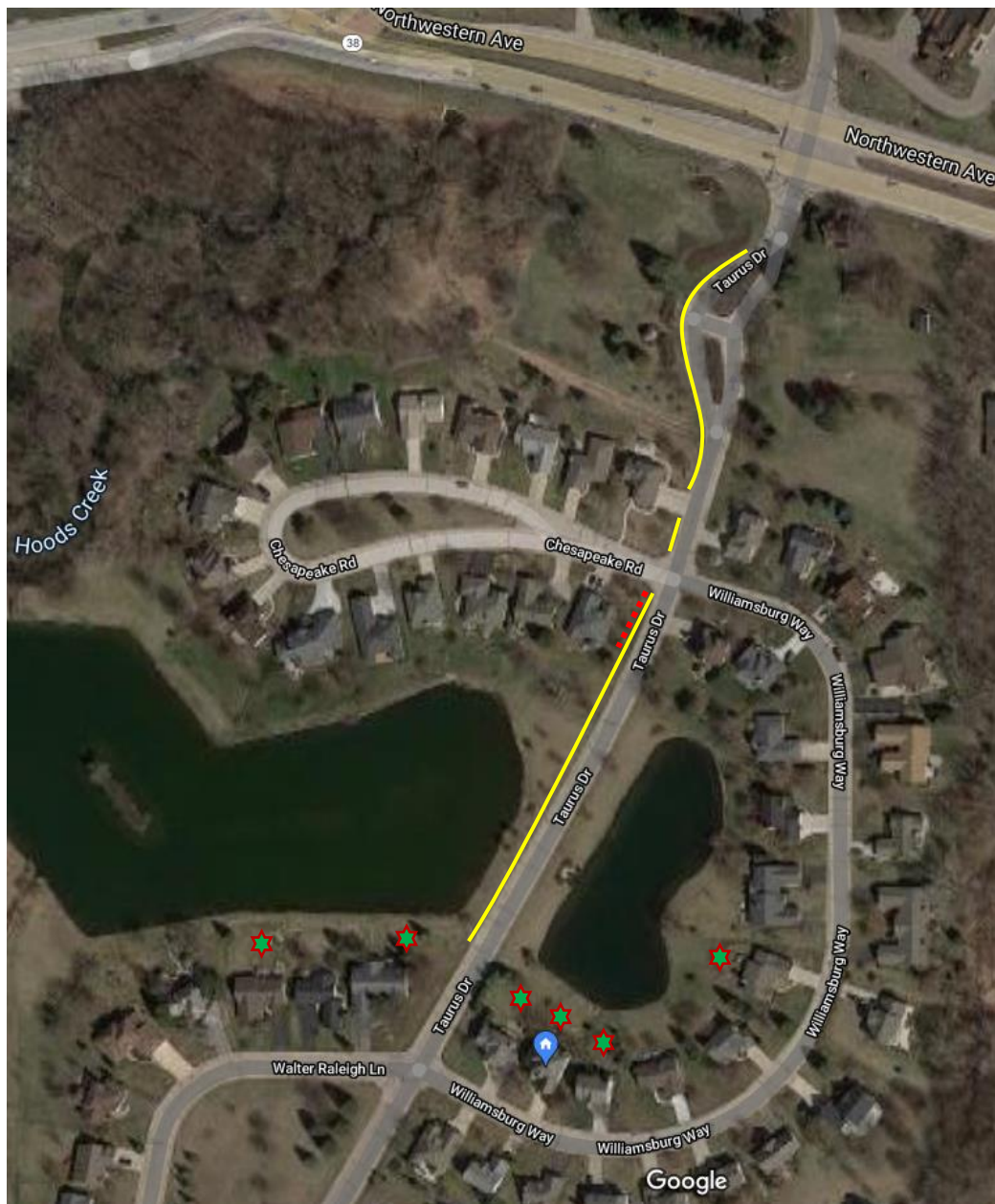


Figure 1 Location of special event no parking marking

- Requested area to be posted
- - - Location of blocked area in 2020
- ★ Residents participating in Christmas show