



VILLAGE BOARD MEETING AGENDA

AMENDED

**Monday, January 3, 2022 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane**

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
 - Village Board – December 20, 2021
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
8. **Ordinances and Resolutions**
 - A. **Resolution 2022-01** – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With The City Of Racine In Regard To Bus Service In The Village Of Caledonia For 2022
 - B. **Resolution 2022-02** – Resolution Authorizing The Memorandum Of Understanding Between Racine County And The Village Of Caledonia
9. **New Business**
10. **Report from Village Administrator**
11. **Adjournment**

**Village Board Meeting
December 20th, 2021**

1 - Order

President Dobbs called the Village Board meeting to order at 6:01 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

3 - Roll Call

Board: President Dobbs, Trustee Wanggaard, Trustee Weatherston, Trustee Stillman, Trustee Martin, Trustee McManus, and Trustee Wishau.

Absent: None.

Staff: Also present were Administrator Kathy Kasper (zoom), HR Manager Michelle Tucker, Finance Director Bane Thomey, Director of Public Services Anthony Bunkelman, Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, and Fire Chief Jeff Henningfeld.

4 – Communications and Announcements

None.

5 – Approval of Minutes

Village Board – December 6th, 2021

Special Village Board – December 6th, 2021

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

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

Trustee Martin requested that the Village Board minutes from December 6th be amended to reflect that there was an apology to the residents and Trustee Martin regarding the discrepancy.

6 – Citizens Reports

None.

7 – Committee Report

7A - (Approval of A/P checks) -

Village – \$297,529.34

US Bank – \$63,505.63

Motion by Trustee Wishau to approve the A/P checks as presented for \$297,529.34 and the US Bank charges as presented for \$63,505.63. Seconded by Trustee Martin. Motion carried unanimously.

The Board discussed the gift cards that are being utilized for the Health Department.

8 – Ordinances and Resolutions

8A – Ordinance 2021-15 – 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 The Western ±25.0 Acres From B-4, Planned Business District And A-2 General Farming And Residential District II To B-4 Planned Business District For The Property Located Directly South Of 6009 USH 41 On USH 41 (Parcel No. 104-04-22-19-037-000), Village Of Caledonia, Racine County, WI. Right Trailers Inc., Applicant, Jordan Kopac, Owner.

This will allow for commercial use on the parcel. There is split zoning on this property, which will allow for an appropriate future use. The Plan Commission recommended approval.

Motion by Trustee Weatherston to approve Ordinance 2021-15. Seconded by Trustee Wanggaard. Motion carried, unanimously.

8B – Ordinance 2021-16 – An Ordinance To Create Section 16-1-1(A)(11) Of The Code Of Ordinances Of The Village Of Caledonia, Racine County, Wisconsin, Relating To Accessory Structures Under The Zoning Code

This is a proposed text amendment that was brought forward because of oversized garage variance requests. The proposal was codified to be more amendable to more of the districts on the zoning map. The Plan Commission recommended approval.

Motion by Trustee Weatherston to approve Ordinance 2021-16. Seconded by Trustee Stillman. Motion carried, unanimously.

8C – Resolution 2021-131 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With The City Of Racine In Regard To Bus Service In The Village Of Caledonia For 2021

Motion by Trustee Weatherston to approve Resolution 2021-131. Seconded by Trustee Martin. Motion carried, unanimously.

8D – D.Resolution 2021-132 – Resolution Authorizing Village Staff To Proceed With The TID #4 Water Improvements Project To Be Partially Funded With American Rescue Plan Act (ARPA) Grant Dollars

There is a need for an elevated water tank in TID #4. Staff is asking the Board for approval to defray the cost by using ARPA funds. This would help speed up the process to implement the water tower.

Motion by Trustee Stillman to approve Resolution 2021-132. Seconded by Trustee Martin. Motion carried, unanimously.

8E – Resolution 2021-133 – Resolution Amending The 2022 Village Of Caledonia Budget

Motion by Trustee Weatherston to approve Resolution 2021-133. Seconded by Trustee Stillman.

Trustee Weatherston – aye
Trustee Martin – aye
Trustee Wanggaard – aye
President Dobbs – aye
Motion carried, unanimously.

Trustee Stillman – aye
Trustee Wishau – aye
Trustee McManus – aye

9 – New Business

None.

10 – Report from Village Administrator

Happy Holidays!

11 – Adjournment

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

Meeting adjourned at 6:20 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
ACH - DELTA DENTAL								
498	ACH - DELTA DENTAL	513705	12/01/2021 DENTAL PREMIUMS	12/01/2021	9,172.68	.00		100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	513705	12/01/2021 DENTAL COBRA PRE	12/01/2021	294.52	.00		100-21534-000 Dental Deductions
498	ACH - DELTA DENTAL	513705	12/01/2021 VISION COBRA PRIE	12/01/2021	40.56	.00		100-21536-000 Vision Deductions
498	ACH - DELTA DENTAL	513705	12/01/2021 VISION PREMIUMS	12/01/2021	1,004.88	.00		100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:					10,512.64	.00		
ACH - JAMES IMAGING								
897	ACH - JAMES IMAGING	30718269	VILLAGE COPIER SYSTEM LEA	12/22/2021	1,322.20	.00		100-90-62300 Office Equipment Rental & Main
Total ACH - JAMES IMAGING:					1,322.20	.00		
ACH - SUPERFLEET								
1730	ACH - SUPERFLEET	EJ994 121820	FUEL	12/29/2021	917.72	.00		100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:					917.72	.00		
ACH - WE ENERGIES								
380	ACH - WE ENERGIES	3889104087	BILLING PERIOD 9/8/21 TO 10/1	10/14/2021	7,783.95	.00		100-90-64290 Street Lighting
380	ACH - WE ENERGIES	3920056214	STREET LIGHTS - 10/14/2021 -	11/09/2021	18,909.95	.00		100-90-64290 Street Lighting
Total ACH - WE ENERGIES:					26,693.90	.00		
AERO COMPRESSED GASES								
29	AERO COMPRESSED GASES	447434	OXYGEN FOR MEDICAL USE	12/29/2021	170.91	.00		100-35-64280 Medical Supplies
Total AERO COMPRESSED GASES:					170.91	.00		
ARAMARK								
128	ARAMARK	1641488973	RUG DELIVERY - POLICE DEPT	12/15/2021	432.89	.00		100-43-62100 Contracted Services
Total ARAMARK:					432.89	.00		
BABCOCK SPRING CO								
3796	BABCOCK SPRING CO	82914	REPLACE LEAF SPRINGS #46	12/06/2021	2,370.71	.00		100-41-64250 Equipment Repairs & Maintenanc
Total BABCOCK SPRING CO:					2,370.71	.00		
CARLOS CLEANING COMPANY								
2257	CARLOS CLEANING COMPANY	2021-12	DEC-21; MONTHLY CLEANING S	12/27/2021	136.20	.00		200-10-64100 Janitorial Supplies
2257	CARLOS CLEANING COMPANY	2021-12	DEC-21; MONTHLY CLEANING S	12/27/2021	10.37	.00		200-27-64100 Janitorial Supplies
2257	CARLOS CLEANING COMPANY	2021-12	DEC-21; MONTHLY CLEANING S	12/27/2021	38.01	.00		200-28-64100 Janitorial Supplies
2257	CARLOS CLEANING COMPANY	2021-12	DEC-21; MONTHLY CLEANING S	12/27/2021	8.33	.00		200-29-64100 Janitorial Supplies

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
2257	CARLOS CLEANING COMPANY	2021-12	DEC-21; MONTHLY CLEANING S	12/27/2021	10.37	.00		200-70-64100 Janitorial Supplies
Total CARLOS CLEANING COMPANY:					203.28	.00		
COMPLETE OFFICE OF WISCONSIN								
392	COMPLETE OFFICE OF WISCO	244376	PENS AND SHEET PROTECTOR	12/22/2021	33.72	.00		100-35-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:					33.72	.00		
DIVERSIFIED BENEFIT SERVICES								
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER HRA REIMB. ARRA	11/02/2021	742.60	.00		278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER PARTICIPANT MAIL	11/02/2021	.53	.00		278-00-62100 Contracted Services
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-001 Retiree Schey
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-002 Retiree Pfeffer
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-003 Retiree R Roeder
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-004 Retiree G Roeder
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-007 Retiree Borchert
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-009 Retiree Rozina
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-013 Retiree Heried
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-008 Retiree Wall
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-012 Retiree Lewis
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-014 Retiree Bosch
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-015 Retiree Borkowski
525	DIVERSIFIED BENEFIT SERVIC	339990	NOVEMBER RETIREE HRA HEA	11/02/2021	8.75	.00		280-21930-016 Retiree D. Roeder
525	DIVERSIFIED BENEFIT SERVIC	343032	12/16/21 DECEMBER FSA SPEN	12/16/2021	218.40	.00		100-90-62100 Contracted Services
Total DIVERSIFIED BENEFIT SERVICES:					1,066.53	.00		
DON'S ELECTRIC								
549	DON'S ELECTRIC	20621	SENSOR FOR PARKING LOT LI	08/25/2021	350.00	.00		222-00-62100 Contracted Services
Total DON'S ELECTRIC:					350.00	.00		
FASTENAL								
637	FASTENAL	WIRAC192338	NYLOCK NUTS	12/07/2021	2.38	.00		100-41-64070 Work Supplies
Total FASTENAL:					2.38	.00		
FGMARCHITECTS								
652	FGMARCHITECTS	21-3278.01-2	PROFESSIONAL SERVICES FR	12/13/2021	82,536.00	.00		400-75-65020 FGM Building Improvements
Total FGMARCHITECTS:					82,536.00	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
FOTH INFRASTRUCTURE & ENVIRO, LLC								
666	FOTH INFRASTRUCTURE & EN	75498	TID #5 PROJECT 0019C030.05 D	12/13/2021	51,711.22	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	75499	TID 5 PROJECT #0019C030.06 S	12/13/2021	3,931.00	.00		415-00-61000 Professional Services
666	FOTH INFRASTRUCTURE & EN	75500	PROJECT #0019C030.08 BRIAR	12/13/2021	68.00	.00		100-23163-001 Briarwood
666	FOTH INFRASTRUCTURE & EN	75506	TID #4 1-94 WATER DEMAND ST	12/13/2021	11,292.34	.00		414-00-61000 Professional Services
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					67,002.56	.00		
FRANKSVILLE AUTOMOTIVE LLC								
679	FRANKSVILLE AUTOMOTIVE LL	12062	#215 OIL CHANGE	12/21/2021	88.58	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12096	#206 OIL CHANGE	12/27/2021	88.58	.00		100-30-63300 Vehicle Repairs & Maintenance
679	FRANKSVILLE AUTOMOTIVE LL	12097	#205 OIL CHANGE	12/27/2021	88.58	.00		100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:					265.74	.00		
FRANKSVILLE OIL								
680	FRANKSVILLE OIL	371374	DIESEL FUEL FOR CFD VEHICL	12/29/2021	192.90	.00		100-35-63200 Fuel, Oil, Fluids
Total FRANKSVILLE OIL:					192.90	.00		
GATEWAY TECHNICAL COLLEGE								
703	GATEWAY TECHNICAL COLLEG	26781	TRAINING FOR R. LEININGER A	12/22/2021	291.00	.00		100-35-51300 Education/Training/Conferences
Total GATEWAY TECHNICAL COLLEGE:					291.00	.00		
HENRY SCHEIN								
794	HENRY SCHEIN	13542022	GLOVES	12/02/2021	142.16	.00		100-30-64070 Work Supplies
Total HENRY SCHEIN:					142.16	.00		
IMAGE MANAGEMENT LLC								
835	IMAGE MANAGEMENT LLC	IMA1142K	TRANSITION WEBSITE TO RACI	12/23/2021	2,255.38	.00		200-10-64310 IT Contracted Services
Total IMAGE MANAGEMENT LLC:					2,255.38	.00		
JAMES IMAGING SYSTEMS INC.								
874	JAMES IMAGING SYSTEMS INC	30606743	SEMI ANNUAL COPY SERVICE I	12/06/2021	1,593.56	.00		100-30-62100 Contracted Services
Total JAMES IMAGING SYSTEMS INC.:					1,593.56	.00		
JIMS GARAGE DOOR SERVICE, INC.								
943	JIMS GARAGE DOOR SERVICE,	208987	ST. 12 GARAGE DOOR REPAIR	12/22/2021	169.00	.00		100-35-64240 Building Repairs & Maintenance
943	JIMS GARAGE DOOR SERVICE,	209107	ST. 12 GARAGE DOOR REPAIR	12/22/2021	211.00	.00		100-35-64240 Building Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total JIMS GARAGE DOOR SERVICE, INC.:					380.00	.00		
JOHNSON CONTROLS SECURITY SOLUTIONS								
969	JOHNSON CONTROLS SECURI	36745293	SEMI ANNUAL ALARM BILLING	12/11/2021	1,472.66	.00		100-30-62100 Contracted Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:					1,472.66	.00		
KASDORF, LEWIS & SWIETLIK, S.C.								
9039	KASDORF, LEWIS & SWIETLIK,	547403	CLAIM NO. PRO00124661	12/15/2021	1,025.00	.00		100-90-61000 Professional Services
Total KASDORF, LEWIS & SWIETLIK, S.C.:					1,025.00	.00		
KONICA MINOLTA								
1090	KONICA MINOLTA	276887027	NOV-21; ADMIN COPIER USE	11/30/2021	152.25	.00		200-10-64060 Copying & Printing
1090	KONICA MINOLTA	276887027	NOV-21; ADMIN COPIER USE	11/30/2021	50.75	.00		200-27-64060 Copying & Printing
1090	KONICA MINOLTA	9008224508	NOV-21; HV COPIER USE	11/30/2021	255.95	.00		200-28-64060 Copying & Printing
1090	KONICA MINOLTA	9008224508	NOV-21; HV COPIER USE	11/30/2021	28.44	.00		200-29-64060 Copying & Printing
Total KONICA MINOLTA:					487.39	.00		
KORTENDICK HARDWARE								
1096	KORTENDICK HARDWARE	146835	MISC. FASTNERS & DRILL BITS	12/08/2021	30.61	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	147007	ST. 12 TOILET	12/22/2021	3.59	.00		100-35-64240 Building Repairs & Maintenance
1096	KORTENDICK HARDWARE	147041	PAINT & PAINT TRAY - CRAWFO	12/16/2021	76.47	.00		221-00-64070 Work Supplies
1096	KORTENDICK HARDWARE	147041	TRASH BAGS - PARKS	12/16/2021	14.39	.00		221-00-64100 Janitorial Supplies
Total KORTENDICK HARDWARE:					125.06	.00		
LANGE ENTERPRISES, INC.								
1135	LANGE ENTERPRISES, INC.	78801	ST. SIGNS	12/21/2021	377.77	.00		100-23163-001 Briarwood
Total LANGE ENTERPRISES, INC.:					377.77	.00		
LANGUAGE LINE SERVICES								
2330	LANGUAGE LINE SERVICES	10399996	NOV-21; TRANSLATION SERVIC	11/30/2021	239.21	.00		200-10-61000 Professional Services
2330	LANGUAGE LINE SERVICES	10399996	NOV-21; TRANSLATION SERVIC	11/30/2021	31.37	.00		200-21-61000 Professional Services
2330	LANGUAGE LINE SERVICES	10399996	NOV-21; TRANSLATION SERVIC	11/30/2021	121.57	.00		200-27-61000 Professional Services
Total LANGUAGE LINE SERVICES:					392.15	.00		
LEAGUE OF WISCONSIN MUNICIPALITIES								
1149	LEAGUE OF WISCONSIN MUNI	MEMBERSHIP	MEMBERSHIP DUES - ID #30431	08/16/2021	6,934.21	.00		100-16200-000 Prepaid Expenses

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total LEAGUE OF WISCONSIN MUNICIPALITIES:					6,934.21	.00		
MARTIN FORD, INC.								
1234	MARTIN FORD, INC.	128121	#215 NEW BRAKES	12/17/2021	1,069.49	.00		100-30-63300 Vehicle Repairs & Maintenance
Total MARTIN FORD, INC.:					1,069.49	.00		
MAYER REPAIR								
1260	MAYER REPAIR	16615s	REPAIRS TO MED 32	12/22/2021	844.73	.00		100-35-63300 Vehicle Repairs & Maintenance
Total MAYER REPAIR:					844.73	.00		
MENARDS RACINE								
1281	MENARDS RACINE	34361	ORBITAL SANDER/SAW BLADE	12/16/2021	253.70	.00		221-00-64070 Work Supplies
Total MENARDS RACINE:					253.70	.00		
PROFESSIONAL SERVICES GROUP, INC.								
4723	PROFESSIONAL SERVICES GR	CRCHD062021	JUN-21; CONTRACT TRACING S	07/07/2021	14,569.20	.00		200-72-62100 Contracted Services
4723	PROFESSIONAL SERVICES GR	CRCHD112021	NOV-21; CONTACT TRACING	12/09/2021	24,233.94	.00		200-72-62100 Contracted Services
Total PROFESSIONAL SERVICES GROUP, INC.:					38,803.14	.00		
RDS TRUCK SERVICE INC.								
1603	RDS TRUCK SERVICE INC.	00051366	AIR FITTING #14	12/17/2021	17.45	.00		100-41-64250 Equipment Repairs & Maintenanc
Total RDS TRUCK SERVICE INC.:					17.45	.00		
ROYAL CAR CARE INC.								
1708	ROYAL CAR CARE INC.	240 113021	NOVEMBER CAR WASHES	11/30/2021	42.00	.00		100-30-62100 Contracted Services
Total ROYAL CAR CARE INC.:					42.00	.00		
STRYKER SALES CORPORATION								
8	STRYKER SALES CORPORATIO	3497952M	CABLE WIRE FOR DEFIB	12/22/2021	158.00	.00		100-35-64110 Small Equipment
Total STRYKER SALES CORPORATION:					158.00	.00		
TYLER TECHNOLOGIES, INC.								
2024	TYLER TECHNOLOGIES, INC.	060-112931	PROJECT #136891 (YEAR 2) - 2	12/08/2021	5,602.28	.00		100-90-62150 Assessment Services
Total TYLER TECHNOLOGIES, INC.:					5,602.28	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
ULINE								
2030	ULINE	142504371	EVIDENCE BOXES	12/10/2021	272.64	.00		100-30-64070 Work Supplies
Total ULINE:					272.64	.00		
UPS								
2047	UPS	0000F5A53650	POSTAGE	12/22/2021	4.13	.00		100-35-64040 Postage & Shipping
Total UPS:					4.13	.00		
VON BRIESEN & ROPER SC								
2091	VON BRIESEN & ROPER SC	375913	ERIE STREET PROFESSIONAL	12/08/2021	1,615.00	.00		415-00-61000 Professional Services
2091	VON BRIESEN & ROPER SC	376522	LABOR AND PERSONNEL LEG	12/16/2021	29.50	.00		100-90-61100 Legal Fees
2091	VON BRIESEN & ROPER SC	376570	NOV-21; ATTORNEY CONSULTS	12/11/2021	265.00	.00		200-10-61100 Attorney Fees
Total VON BRIESEN & ROPER SC:					1,909.50	.00		
WEST ALLIS BLUEPRINT								
2127	WEST ALLIS BLUEPRINT	158471	12/15/2021 CANON COPIER US	12/15/2021	98.29	.00		100-43-62100 Contracted Services
Total WEST ALLIS BLUEPRINT:					98.29	.00		
Grand Totals:					258,625.77	.00		

RESOLUTION NO. 2022-01

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH THE CITY OF RACINE IN REGARD TO BUS SERVICE IN THE
VILLAGE OF CALEDONIA FOR 2022**

WHEREAS, the Village of Caledonia has received bus services through the Belle Urban System in the past and has executed a contract with the City of Racine on a yearly basis for said services; and

WHEREAS, the City of Racine has presented a 2022 agreement for adoption by Village of Caledonia, in the amount of \$32,900.00, a \$0.00 increase over 2021.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and the City of Racine in regard to bus service provided by the Belle Urban System for 2022 as set forth in Exhibit A which is attached hereto and incorporated herein, at a cost not to exceed \$32,900, is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this
_____ day of January, 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

CITY OF RACINE – RYDE
VILLAGE OF CALEDONIA BUS SERVICE AGREEMENT

This Agreement, entered into on the _____ and made by and between the CITY OF RACINE (herein referred to as “the City”) and the VILLAGE OF CALEDONIA (herein referred to as “Caledonia”), both municipalities in Racine County, Wisconsin (herein individually referred to as the “Party” and collectively referred to as the “Parties”).

WHEREAS, the City owns and operates a public transit system herein referred to as RYDE;

WHEREAS, the City has received authority from the Wisconsin Department of Transportation to operate its public transit system outside of its corporate limits, including the Village of Caledonia;

WHEREAS, the public transit system is expected to operate at a deficit;

WHEREAS, both the Federal Transit Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation will assist subsidizing the operating deficit under formula grant programs;

WHEREAS, Caledonia has approached the City and expressed a desire to have public transit service provided to the Village of Caledonia;

WHEREAS, a new transit commission has been created by Racine Ordinance 0013-19 Transit Commission; and

WHEREAS, Caledonia is willing to pay its local share of the operating deficit for public transit service for 2022;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose: The purpose of this Agreement is to determine each Party’s local contribution as part of a cost-sharing agreement in operating a joint public transit system.
2. Term: This Agreement shall be effective January 1, 2022, through December 31, 2022.
3. Termination and Modification of Agreement: In the event of discontinuation or substantial reduction of federal or state operating subsidies received by either the City or Caledonia, upon written request by either Party, and agreement of both Parties, this Agreement may be terminated or modified. The Party requesting the change shall send written notice by certified mail at least 90 days prior to the requested date of termination or modification.

4. Changes in route service: Changes in route service or frequency thereof must be approved by the City of Racine Transit Commission, with the exception of minor changes as indicated under Paragraph 6(f). The Party requesting the change may file a written request with the Commission and shall provide a copy to the other Party at least 90 days prior to the proposed date on which the changes are to become effective. Upon notice of the request, the City of Racine Transit and Parking System manager shall, within a reasonable time, submit the item to be added onto the Commission's agenda for discussion. The decision of the City of Racine Transit Commission shall be final, subject to Common Council approval.

5. Breach: In the event that Caledonia fails to pay any invoice(s) pursuant to Paragraph 7 of this Agreement, the City may terminate this Agreement or discontinue services provided herein by written notice delivered to the village clerk for the Village of Caledonia at least ten days before the termination date. In the event that the City is unable to provide services in substantial compliance with Paragraph 6 of this Agreement, the amount paid by Caledonia to the City shall be adjusted to reflect the actual cost in reduction of services. In either event, the non-breaching Party may file suit to recover losses limited only to compensatory and nominal damages.

6. Services Provided: The City shall run regularly scheduled bus services into and out of Mount Pleasant during the period from January 1, 2022 through December 31, 2022, Mondays through Fridays, with the exception of January 1, May 30, July 4, September 5, November 24, and December 25, and as otherwise indicated below. Bus services shall include:
 - a. Regularly scheduled bus service connecting Caledonia to Racine, Mount Pleasant and the Grandview Industrial Park.
 - b. Route #30 School Year service and complementary paratransit service within three quarters of a mile of any non-express BUS route are also provided to portions of Caledonia. School Route #30 miles within Caledonia are not used to determine the Caledonia 2022 mileage percentage based formula for determining fixed route "Local Share".
 - c. DART rides for persons with disabilities will be documented and included. Overall cost for DART has been prorated in this contract amount for 2022. However, the total 2022 Caledonia agreement amount will not exceed the agreed upon local share in paragraph 7.
 - d. Bus service along Douglas Avenue from Racine City Limits to the Greentree Shopping Center in Caledonia Mondays through Friday on Route #5. Additional service to Greentree Shopping Center will be provided on Route #1 on weekday evenings beginning with the first arrival at 6:27 p.m., until 9:27 p.m., Saturday service between 6:27 a.m. until 5:51 p.m., and on Sundays between 10:27 a.m. until 5:47 p.m.
 - e. Hours of service are generally the same as those for the entire Belle Urban System. Frequency of service on weekdays shall be every 30 minutes during peak service and 60 minutes off peak service. Frequency of service on Saturdays and Sundays

shall be every 60 minutes.

- f. Minor changes, such as to route times and stop locations, may be made by the City based upon the needs of either Party and shall be considered administrative changes that do not require the approval of the Transit Commission.

7. Invoices and Reimbursement of Local Share:

- a. Local share: Caledonia's local share for 2022 is \$32,900.00. Caledonia agrees to pay to the City its local share of the operating expenses in 2022.
- b. Reimbursement installment(s): The City shall bill Caledonia once. Such invoice shall be paid no later than 60 days after the date of the invoice.

- 8. Subject to State Regulations: It is agreed and recognized by both Parties that the Wisconsin Department of Transportation has regulatory authority over routes, fares, and service, and as such, any regulations imposed by the Wisconsin Department of Transportation are hereby incorporated and made a part of this Agreement.

- 9. Audits: Caledonia shall have the right to inspect the City's transit ledgers at any reasonable time and upon reasonable notice. However, the audit report as accepted by the Wisconsin Department of Transportation shall be considered final and binding.

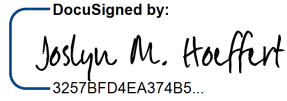
- 10. Operating Procedures: The City shall have sole and ultimate authority and responsibility for the operation, control, and direction of the public transit services extended to Caledonia pursuant to this Agreement, and in accordance with the terms stated herein.

- 11. Insurance: The City shall purchase, or otherwise acquire, and maintain insurance for the buses used on the routes in Caledonia to the same extent as those buses used to provide public transit service in the City. Upon written request of Caledonia prior to the commencement of the contractual period hereunder, the City shall cause Caledonia to be named as an additional insured on such policy.

VILLAGE OF CALEDONIA

BY: _____
Jim Dobbs, Village President

ATTEST:

BY:  _____
Joslyn M. Hoeffert, Clerk

CITY OF RACINE

BY: _____
Cory Mason, Mayor

ATTEST:

BY: _____
Tara Coolidge, City Clerk

APPROVED AS TO FORM:

Scott R. Letteney, City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

Kathleen Fischer, Finance Director



City of Racine

City Hall
730 Washington Ave.
Racine, WI 53403
www.cityofracine.org

Legislative Report

File Number: Res. 0871-21

Agenda Date: 11/16/2021

File Type: Resolution

2022 Contracts for RYDE Bus Service in the Village of Caledonia, Village of Mount Pleasant, and Village of Yorkville

Resolved, that the Mayor and City Clerk are authorized and directed to sign the 2022 contracts for RYDE bus service in the Village of Caledonia, Village of Mount Pleasant, and Village of Yorkville.

Fiscal Note: Contracts will provide \$380,400.00 in revenue.

RESOLUTION NO. 2022-02

RESOLUTION AUTHORIZING THE MEMORANDUM OF UNDERSTANDING BETWEEN RACINE COUNTY AND THE VILLAGE OF CALEDONIA

WHEREAS, by Resolution No. 2021-124, the Village of Caledonia authorized the transfer of the final audited Fund Balance as of December 31, 2021, maintained by the Village of Caledonia as fiscal agent for the Franksville Memorial Park, to Racine County; and

WHEREAS, by Resolution No. 2021-82, Racine County authorized receipt of the transfer of the final audited Fund Balance as of December 31, 2021, maintained by the Village of Caledonia as fiscal agent for the Franksville Memorial Park; and

WHEREAS, Racine County further authorized that the balance of funds in its LAWCON Land Account - approximately \$57,296.80 - and LAWCON Administrative Account – approximately \$267,361.00- may be applied exclusively toward the acquisition of and/or improvements to the Franksville Memorial Park in compliance with provisions of the Land Use and Water Conservation Fund Act if such expenditures are approved and deemed eligible for such use and conversion by the Wisconsin Department of Natural Resources and/or National Park Service; and

WHEREAS, Racine County and the Village of Caledonia desire to set out the various obligations and responsibilities of the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by and between Racine County and the Village of Caledonia. as follows:

1. The Village of Caledonia will transfer the final audited Fund Balance as of December 31, 2021, maintained by the Village of Caledonia as fiscal agent for the Franksville Memorial Park, to Racine County, subject to the following conditions:
 - A. Racine County and the Village of Caledonia agree that the Fund Balance was \$118,836 as of December 31, 2020, and the Village of Caledonia expects that the ending Fund Balance will closely approximate that value; and
 - B. The committed funds will be received and used by Racine County exclusively for capital improvements to Franksville Memorial Park, including, but not necessarily limited to, parking lot and other paving improvements.
2. In the event that the Wisconsin Department of Natural Resources and/or National Park Service determine that LAWCON funds maintained by Racine County may be used and applied toward the acquisition of and/or improvements to Franksville Memorial Park, the parties agree to work cooperatively to effect the same.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the MOU between the Village of Caledonia, and the County of Racine attached hereto as **Exhibit A**, is authorized and approved and the Village President is authorized to execute said MOU.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of January, 2022.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
RACINE COUNTY AND THE VILLAGE OF CALEDONIA**

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[SIGNATURE PAGE FOLLOWS]