

VILLAGE BOARD MEETING AGENDA
Tuesday, October 10, 2023 at 6:00 p.m.
Caledonia Fire Station 11 - 6900 Nicholson Road

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**

4. **Approval of Minutes** – Village Board – September 26, 2023

5. **Public Comment** – Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.

6. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks

7. **Ordinances and Resolutions**
 - A. **Ordinance 2023–15** – An Ordinance To Create A New Section 12-1-9 And To Amend Title 12 Chapter 1, Relating To Permitting Dogs In The Park (*Legislative & Licensing Committee 6/20/23 2,0; Parks and Rec Advisory Committee 6/12/23 5,0*)
 - B. **Resolution 2023–108** – Resolution Authorizing To Enter Into A Contract With The Wisconsin Humane Society For Humane Animal Control Services For 2024 (*Village Board only*)
 - C. **Resolution 2023–109** – Resolution Authorizing A Memorandum Of Understanding With The Wisconsin Elections Commission Regarding The Badger Books Electronic Poll Book (*Village Board only*)
 - D. **Resolution 2023–100** – Resolution To Approve A Settlement Agreement With Darlene Daines For The 4 Mile Road Watermain And Sewer Assessment (*Caledonia Utility District 09/01/23 5,0; Village Board 9/12/23 laid over*)
 - E. **Resolution 2023–101** – Resolution To Approve A Settlement Agreement With Rebecca Keeku For The 4 Mile Road Watermain And Sewer Assessment (*Caledonia Utility District 09/01/23 5,0; Village Board 9/12/23 laid over*)
 - F. **Resolution 2023–102** – Resolution To Approve A Settlement Agreement With William & Judith Hurtienne For The 4 Mile Road Watermain And Sewer Assessment (*Caledonia Utility District 09/01/23 5,0; Village Board 9/12/23 laid over*)

8. **New Business**
 - A. [2024 Proposed Budget](#)

9. **Closed Session Items**
 - A. 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 confer with legal counsel regarding the acquisition of interests in land necessary as set forth under Resolution No. 2019-117 - Relocation Order of the Village of Caledonia affecting properties in the Tax Incremental District #4 and providing for the extension of sanitary sewer facilities project in the Village.

B. Reconvene into open to consider any motions on the items discussed during the closed session, including to authorize the expenditure of funds for the costs associated with finalizing the land acquisitions and to acquire the land interests necessary for the project, including the issuance of jurisdictional offers, completing the purchases and if necessary, the issuance of award of damages, and to move to remaining items on the agenda as posted.

10. **Adjournment**

**Village Board Meeting
September 26, 2023**

1 - Order

President Weatherston 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 Weatherston, Trustee Pierce, Trustee Stillman, Trustee Martin, Trustee McManus, and Trustee Wishau.

Absent: Trustee Hammes was excused.

Staff: Also present were Administrator Kathryn Kasper, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Finance Director Wayne Krueger, and Village Attorney/HR Manager Tyler Helsel. Village Attorney Elaine Ekes was also present.

4 – Approval of Minutes

Village Board – September 12, 2023

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

Motion by Trustee Stillman to move item 7D to the top. Seconded by Trustee McManus. Motion carried unanimously.

7D – Resolution 2023–106 – Resolution Of The Village Of Caledonia Accepting The Master Grading And Drainage Plan For Crawford Park Expansion (Park and Rec Advisory Committee: 9/11/2023 7,0)

The session was well attended by citizens to provide public comment surrounding the Crawford Park Master Grading item. McManus led the discussion by highlighting the scope of the agenda item. Schmidt explained that the current item solely pertained to the grading and drainage of the park. He emphasized that the master plan for the park had already been approved, and the current focus was ensuring the site's effective drainage, meeting the standards set by the DNR. Schmidt detailed the drainage proposals, mentioning the specific features to support the same. McManus explained that there weren't any current plans for roadways installation.

Before proceeding calling to the vote, Weatherston opened the floor for public comments.

5 – Public Comment- Park Topic (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)

Christian de Jong, 1648 Secretariat Lane, expressed gratitude to McManus for her clarifications. Although he wasn't opposing the resolution, DeJongh voiced concerns about the potential implications the plan could have on the neighborhood. He highlighted that if a contractor was paid to move dirt, it effectively meant that the plan was in motion. DeJongh urged the board to review the plan thoroughly, advocating for minimal impact on the residents. He raised questions about stormwater drainage and the fate of the empty storm drain.

Tom Dovorany, 5329 Sunshine Lane, was strongly against the proposed access lane for Sunshine Lane. He mentioned his efforts in gathering opposition from residents regarding this objection. Dovorany expressed disappointment that those directly affected by the change might not have their voices heard adequately. He appealed for the plan to be revisited in the parks committee.

Trustee McManus provided a clarification about the two access roads featured in the general plan. One was designated for police and fire departments, and the other was a shorter access road from Sunshine Lane situated on the park's northeast section.

Laurie Buchaklian, 5421 Sunshine Lane, voiced her objection to an access lane emerging from Sunshine Lane. Instead, she proposed that the road should lead to Heidi Drive, asserting that such an arrangement would be logical in terms of grading and traffic flow. Buchaklian believed that this alternative would cause lesser disruption.

Mary Waller, 5339 Sunshine Lane, shared that she became aware of the plan only through a neighbor. She acknowledged her lack of involvement previously but is now informed that she registered her opposition to access to Sunshine Lane.

Julie Halstead, 5414 Sunshine Lane, has been a resident for over a decade. She recalled the initial stages of Crawford's construction and remembered coming home to a caution sign related to road access. Given the caution exercised ten years ago, Julie believed the same level of caution and concern should be maintained now.

Andrew Lewis, 1615 Count Turf Lane, recognized the plan's focus on grading. They understood that road placements would be deliberated upon in the future. While they opposed the road, they were in favor of the park upgrade, speculating that the entire neighborhood might feel the impact.

David Brown, 1719 Count Turf Road He was unaware of the current park plan, urging the board to reconsider the access points, reminding them that the current residents were there first. He suggested alternative park entrances that wouldn't adversely affect the current inhabitants.

7D – Resolution 2023–106 – Resolution Of The Village Of Caledonia Accepting The Master Grading And Drainage Plan For Crawford Park Expansion (Park and Rec Advisory Committee: 9/11/2023 7,0)

Motion by Trustee McManus to approve Resolution 2023–106 – Resolution Of The Village Of Caledonia Accepting The Master Grading And Drainage Plan For Crawford Park Expansion.
Seconded by Trustee Stillman.

An essential clarification made during the discussion was that the approval wouldn't hinder any considerations for road placement in the future. Schmidt informed that a consulting engineer had addressed that minor changes could be made to the grading and drainage plan without impacting the overall stormwater management facilities, such as access or amenity locations. Schmidt also stressed that the current approval was strictly for the overall site grading and drainage plan of Crawford Park based on the Master Park Plan approved in the Fall of 2022. The grading would lay down the groundwork for future amenities and roads by establishing elevation and devising a stormwater management plan. President Weatherston asserted that every entity, be it paving,

buildings, or other infrastructures, would need explicit approval to move forward and would be publicly available information on agendas.

Motion carried, unanimously.

5 – Public Comment – General (Provides a two-minute opportunity for citizens to voice opinions to the Village Board. The Village Board cannot respond as this may conflict with open meeting requirements.)

David Chorbajian, 2624 Arrowhead Street, after having raised road issues two weeks prior during Public Comment, had initially intended to persistently raise the issue to ensure the necessary repairs were made. However, he acknowledged the repair efforts he observed and appreciated the quality of the repair work.

Sara Mikaelian, 7430 5 Mile Road, has been a resident for 37 years and has voiced her concerns about the recurring accidents at the proposed roundabout locations on Highway 38. She pointed out that minimal measures have been taken to curb these accidents, apart from the addition of flashing lights. While she believed that the board was proactive, she felt there might be more cost-effective solutions to the issue. Mikaelian suggested reducing the speed limit on Highway 38 from 55 mph to 45 mph as a potential remedy to decrease accidents. After conversing with the Department of Transportation, she learned that their hesitance stems from the potential backlash from residents due to increased commute times. However, Mikaelian, after doing the calculations, found that the speed reduction would only add an extra 1 minute and 10 seconds to commutes, which, she felt, would be a small price to pay for potentially saving lives and minimizing accidents. She also highlighted a hill that was discussed in a DOT meeting held the previous week, which, according to her, doesn't provide drivers with sufficient time to anticipate and stop their vehicles. Mikaelian expressed her surprise when she learned about the proposal to take 100 feet from the hill and adjust the elevation of her driveway to fit the changes.

Richard Barnes, 4515 Mattew Drive, raised his concerns about speeding in his area. He specifically complained about construction vehicles using his street instead of following designated routes. Barnes made a request for the placement of signs that would prohibit these vehicles from using their road.

Wagner highlighted the utility of the Caledonia Zoning Hub. The hub offers residents the convenience of receiving email alerts regarding village projects, especially those occurring in their immediate vicinity. By entering their email address, residents can opt to be alerted about projects within specified proximity to their homes. This service allows residents to stay informed without having to constantly check the village website for updates. Wagner emphasized this feature considering discussions about residents being unaware of certain village projects.

President Weatherston announced that the next village board meeting would be held at Fire Station 11, with the promise of comfortable accommodations for attendees.

6 – Committee Reports
6A - (Approval of A/P checks)

Village – \$2,350,529.11
US Bank – \$34,685.70

Motion by Trustee Wishau to approve the A/P checks as presented for \$ 2,350,529.11. Seconded by Trustee McManus. Motion carried, unanimously.

Motion by Trustee Wishau to approve the US Bank List as presented for \$34,685.70. Seconded by Trustee McManus. Motion carried, unanimously.

7 – Ordinances and Resolutions

7A – Resolution 2023–104 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With The City Of Racine Regarding Bus Service In The Village Of Caledonia For 2024 (Village Board only)

Trevor Jung from the City of Racine was present and briefly addressed the contract. Jung highlighted the impact of the pandemic on ridership. They discussed partnerships and technological innovations that have helped restore ridership. The importance of public transit for work, school, and recreation was emphasized.

Trustee Wishau questioned the manufacturer of these buses.

Motion by Trustee Pierce to approve Resolution 2023–104 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With The City Of Racine Regarding Bus Service In The Village Of Caledonia For 2024. Seconded by Trustee McManus. Motion carried, unanimously.

7B – Resolution 2023-81 – Resolution Authorizing The Adoption Of A New, Standard Color For Use In All Village Materials (Communications Committee: 7/18/23 3,0, 9/19/23 3,0; Village Board: 7/25/23 laid over, 8/8/23 laid over)

Motion by Trustee Martin to approve Resolution 2023-81 – Resolution Authorizing The Adoption Of A New, Standard Color For Use In All Village Materials. Seconded by Trustee Wishau.

Trustee Pierce emphasized the importance of recognizability and acknowledgment for the village through its materials. Consistency in design elements like font and color aids in creating a cohesive brand identity, making village communications instantly recognizable to residents and others.

To illustrate the proposed changes and the impact of the new color, Trustee Pierce prepared several examples. These samples showcased the application of the new color across various materials, including logos, signature lines, the village’s website, and other potential uses.

Motion carried, unanimously.

7C – Resolution 2023–105 – A Resolution Approving A Park Use Agreement For St. Catherine’s High School For Use Of Crawford Park (Park and Rec Advisory Committee: 9/11/2023 7,0)

Motion by Trustee McManus to approve Resolution 2023–105 – A Resolution Approving A Park Use Agreement For St. Catherine’s High School For Use Of Crawford Park. Seconded by Trustee Wishau. Motion carried, unanimously.

7E – Resolution 2023–107 – Resolution Authorizing A Contract With Gila, LLC, d/b/a Municipal Services Bureau (MSB) To Provide An Online Payment Solution To The Village Of Caledonia (Village Board only)

Motion by Trustee Pierce to approve Resolution 2023–107 – Resolution Authorizing A Contract With Gila, LLC, d/b/a Municipal Services Bureau (MSB) To Provide An Online Payment Solution To The Village Of Caledonia. Seconded by Trustee Stillman.

Krueger recommended that the motion be amended to include “subject to final review by counsel.”

Motion by Trustee Pierce to approve Resolution 2023–107 – Resolution Authorizing A Contract With Gila, LLC, d/b/a Municipal Services Bureau (MSB) To Provide An Online Payment Solution To The Village Of Caledonia subject to final review by counsel. Seconded by Trustee Stillman.

Motion carried, unanimously.

8 – Adjournment

President Weatherston adjourned the meeting at 6:52 p.m.

Respectfully submitted,

Joslyn Hoeffert, Village Clerk

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
ACH - DELTA DENTAL							
General Fund	498	ACH - DELTA DENTAL	709786	09/01/2023 DELTA DENTALINS.	09/01/2023	3,008.83	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	709786	09/01/2023 DELTA DENTALINS.	09/01/2023	4,673.47	100-21534-000 Dental Deductions
General Fund	498	ACH - DELTA DENTAL	709786	09/01/2023 DELTA DENTAL VISI	09/01/2023	866.16	100-21536-000 Vision Deductions
Total ACH - DELTA DENTAL:						8,548.46	
ACH - PETPARTNERS							
General Fund	1501	ACH - PETPARTNERS	VC-20231002	10/05/2023 PET INSURANCE OC	10/02/2023	233.46	100-21537-000 Pet Insurance Deductions
Total ACH - PETPARTNERS:						233.46	
ACH - QUADIANT FINANCE USA INC							
General Fund	3898	ACH - QUADIANT FINANCE USA	SEPTEMBER 2	POSTAGE ADDED SEPTEMBER	10/03/2023	1,500.00	100-13-64040 Postage & Shipping
Total ACH - QUADIANT FINANCE USA INC:						1,500.00	
ACH - SUPERFLEET							
General Fund	1730	ACH - SUPERFLEET	EJ9940818202	FUEL FOR CFD VEHICLES	08/29/2023	937.44	100-35-63200 Fuel, Oil, Fluids
General Fund	1730	ACH - SUPERFLEET	EJ994091823	FUEL FOR CFD VEHICLES	09/26/2023	1,246.21	100-35-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						2,183.65	
ACH - US BANK EQUIPMENT FINANCE							
General Fund	9252	ACH - US BANK EQUIPMENT FI	510517105	OCT-23; MONTHLY COPIER & P	10/01/2023	1,195.41	100-90-62300 Office Equipment Rental & Main
Total ACH - US BANK EQUIPMENT FINANCE:						1,195.41	
ACH - WCA GROUP HEALTH TRUST							
General Fund	9142	ACH - WCA GROUP HEALTH TR	100123	10/01/2023 HEALTH INSURANC	09/26/2023	242,217.56	100-21535-000 Health Insurance Deductions
Total ACH - WCA GROUP HEALTH TRUST:						242,217.56	
ACH - WE ENERGIES							
Sewer Utility Fund	380	ACH - WE ENERGIES	4716533041	BILLING PERIOD 7/28/23-8/28/23	08/31/2023	9,914.34	501-00-64140 Utilities
Water Utility Fund	380	ACH - WE ENERGIES	4716533041	BILLING PERIOD 7/28/23-8/28/23	08/31/2023	508.03	500-00-64140 Utilities
Storm Water Utility Fund	380	ACH - WE ENERGIES	4716533041	BILLING PERIOD 7/28/23-8/28/23	08/31/2023	206.30	502-00-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	1,246.62	100-30-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	2,296.44	100-35-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	243.89	100-41-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	2,813.36	100-43-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	332.43	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	1,158.11	100-90-64290 Street Lighting

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Cemetery Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	19.44	220-00-64140 Utilities
Capital Projects Fund	380	ACH - WE ENERGIES	4725643634	BILLING PERIOD 8/4/2023 TO 9/	09/26/2023	444.00	400-75-65025 PSB-Village Sourced Bldg Impr
General Fund	380	ACH - WE ENERGIES	4728587344	STREET LIGHTS 8/11/2023 TO 9	09/18/2023	12,083.21	100-90-64290 Street Lighting
General Fund	380	ACH - WE ENERGIES	4741885731	BILLING PERIOD 8/17/2023 TO 9	09/26/2023	20.51	100-70-64140 Utilities
General Fund	380	ACH - WE ENERGIES	4741885731	BILLING PERIOD 8/17/2023 TO 9	09/26/2023	16.73	100-35-64140 Utilities
Total ACH - WE ENERGIES:						31,303.41	
ADVANTAGE POLICE SUPPLY							
General Fund	9301	ADVANTAGE POLICE SUPPLY	23-0414	12G SUPER SOCK	09/21/2023	455.20	100-30-64070 Work Supplies
Total ADVANTAGE POLICE SUPPLY:						455.20	
ADVOCATE AURORA HEALTH CARE, INC							
General Fund	157	ADVOCATE AURORA HEALTH C	505-CI0003238	Q4 2023 EAP	10/02/2023	1,027.50	100-13-50220 Health Care
Total ADVOCATE AURORA HEALTH CARE, INC:						1,027.50	
ALL PRO FITNESS THINGS							
Donation Fund	9297	ALL PRO FITNESS THINGS	INV11797	FITNESS EQUIPMENT	09/11/2023	21,876.26	250-30-64197 Police Dept - PSB Donation Exp
Total ALL PRO FITNESS THINGS:						21,876.26	
ARAMARK							
General Fund	128	ARAMARK	6140249533	SEP-23; RUG DELIVERY - POLI	09/20/2023	574.01	100-43-62100 Contracted Services
Total ARAMARK:						574.01	
AUGUST WINTER & SONS, INC							
Sewer Utility Fund	9246	AUGUST WINTER & SONS, INC	PAY APP 6	DOMINICAN LS UPGRADE	09/26/2023	193,182.43	501-18739-000 CIP-Dominican Lift Station
Total AUGUST WINTER & SONS, INC:						193,182.43	
AURORA HEALTH CARE							
General Fund	155	AURORA HEALTH CARE	143648	JUN-SEP 2023; EMPLOYEE HEA	10/03/2023	490.00	100-35-51100 Testing/Physicals
General Fund	155	AURORA HEALTH CARE	143648	JUN-SEP 2023; EMPLOYEE HE	10/03/2023	141.00	100-30-51100 Testing/Physicals
Total AURORA HEALTH CARE:						631.00	
BADGER METER INC.							
Water Utility Fund	163	BADGER METER INC.	1603346	WATER METER WASHERS	09/05/2023	500.00	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1603347	DEVICE KIT & READER ALIGNM	09/05/2023	158.68	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1607620	ON-SITE, BEACON AMA FOR M	09/26/2023	4,000.00	500-18701-107 CIP - Meters

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total BADGER METER INC.:						4,658.68	
BUILDING PERMIT REFUND VENDOR							
General Fund	271	BUILDING PERMIT REFUND VE	22-ROP-04	7430 5 MILE RD - ROAD OPENI	10/04/2023	500.00	100-23161-000 Road Opening Bonds
General Fund	271	BUILDING PERMIT REFUND VE	PERMIT # 202	RESTORATION BOND REFUND	09/28/2023	1,000.00	100-23160-000 Clean-Up Bonds
General Fund	271	BUILDING PERMIT REFUND VE	PERMIT # 202	RESTORATION BOND REFUND	10/02/2023	1,000.00	100-23160-000 Clean-Up Bonds
Total BUILDING PERMIT REFUND VENDOR:						2,500.00	
BUY RIGHT, INC.							
Water Utility Fund	273	BUY RIGHT, INC.	14873-410354	MINI BULB	08/31/2023	6.95	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-410354	MINI BULB	08/31/2023	6.95	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	273	BUY RIGHT, INC.	14873-410354	PARTS MASTER 5W30	08/31/2023	40.14	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-410354	PARTS MASTER 5W30	08/31/2023	40.14	501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	273	BUY RIGHT, INC.	14873-412356	5W20 FULL SYN OIL	09/20/2023	22.05	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-412356	5W20 FULL SYN OIL	09/20/2023	22.05	501-00-63200 Fuel, Oil, Fluids
General Fund	273	BUY RIGHT, INC.	412337	FILTERS FOR M-22	09/27/2023	68.23	100-35-63300 Vehicle Repairs & Maintenance
General Fund	273	BUY RIGHT, INC.	412946	PARTS FOR OIL CHANGE M-12	09/27/2023	76.62	100-35-63300 Vehicle Repairs & Maintenance
Total BUY RIGHT, INC.:						283.13	
CLL SERVICES INC							
General Fund	9085	CLL SERVICES INC	300682-TIRE R	REIMBURSEMENT OF TIRE DA	09/26/2023	294.00	100-90-62900 Private Property Maintenance
General Fund	9085	CLL SERVICES INC	766	REIMBURSEMENT OF CERTIFIE	08/15/2023	235.81	100-90-62900 Private Property Maintenance
Total CLL SERVICES INC:						529.81	
COMPLETE OFFICE OF WISCONSIN							
General Fund	392	COMPLETE OFFICE OF WISCO	555522	MOUSEPAD AND 2024 APPT. BO	10/03/2023	44.17	100-13-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	555524	LAMINATE SHEETS	09/27/2023	19.72	100-35-64030 Office Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	555524	JANITORIAL SUPPLIES	09/27/2023	198.76	100-35-64100 Janitorial Supplies
General Fund	392	COMPLETE OFFICE OF WISCO	555533	APPT. BOOKS FOR VILLAGE BO	09/26/2023	25.38	100-13-64030 Office Supplies
Total COMPLETE OFFICE OF WISCONSIN:						288.03	
CORE & MAIN LP							
Water Utility Fund	405	CORE & MAIN LP	T305944	VALVES AND MISC. PARTS	08/24/2023	3,419.74	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	405	CORE & MAIN LP	T421612	3/4 QJCTS COP CPLG	08/24/2023	315.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	405	CORE & MAIN LP	T459900	VALVES AND MISC. PARTS	08/24/2023	13,733.82	500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP:						17,468.56	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
CRAIG D. CHILDS, PHD, SC							
General Fund	414	CRAIG D. CHILDS, PHD, SC	3524	NEW HIRE EVALUATIONS	09/20/2023	510.00	100-30-51100 Testing/Physicals
Total CRAIG D. CHILDS, PHD, SC:						510.00	
CREATIVE AUTO RESTYLING & SUNROOMS							
Capital Projects Fund	420	CREATIVE AUTO RESTYLING &	12611	WINDOW TINT REMOVAL	09/20/2023	365.00	400-30-65040 Equipment-Vehicles
Total CREATIVE AUTO RESTYLING & SUNROOMS:						365.00	
CUMMINS SALES AND SERVICES							
Sewer Utility Fund	429	CUMMINS SALES AND SERVICE	F6-62193	WORK SUPPLIES	09/20/2023	56.82	501-00-63200 Fuel, Oil, Fluids
Total CUMMINS SALES AND SERVICES:						56.82	
DORNER COMPANY							
Water Utility Fund	551	DORNER COMPANY	507427	SERVICE CALL TO TROUBLESH	08/31/2023	875.00	500-00-64240 Building Repairs & Maintenance
Total DORNER COMPANY:						875.00	
DP WIGLEY COMPANY							
General Fund	9233	DP WIGLEY COMPANY	241425	WATER SOFTENER PELLETS &	09/27/2023	103.40	100-35-64240 Building Repairs & Maintenance
Total DP WIGLEY COMPANY:						103.40	
EHLERS INVESTMENT PARTNERS							
Sewer Utility Fund	584	EHLERS INVESTMENT PARTNE	82827	NOV-23 BOND PAYMENT FEES	09/13/2023	400.00	501-00-61310 Banking/Financial Charges
Total EHLERS INVESTMENT PARTNERS:						400.00	
EWALD AUTOMOTIVE GROUP							
Capital Projects Fund	627	EWALD AUTOMOTIVE GROUP	44378	NEW SQUAD	09/21/2023	37,865.50	400-30-65040 Equipment-Vehicles
Capital Projects Fund	627	EWALD AUTOMOTIVE GROUP	44379	NEW SQUAD	09/21/2023	37,865.50	400-30-65040 Equipment-Vehicles
Capital Projects Fund	627	EWALD AUTOMOTIVE GROUP	44380	NEW SQUAD	09/21/2023	37,865.50	400-30-65040 Equipment-Vehicles
Total EWALD AUTOMOTIVE GROUP:						113,596.50	
FABICK CAT							
General Fund	3800	FABICK CAT	PIMK0281042	#32 WINDOW SPRING	09/14/2023	272.82	100-41-64250 Equipment Repairs & Maintenan
Total FABICK CAT:						272.82	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
FGM ARCHITECTS							
Capital Projects Fund	652	FGM ARCHITECTS	21-3278.01-23	PROJECT 21-3278.01 CALEDO	09/13/2023	13,756.00	400-75-65020 PSB-FGM Building Improvements
Total FGM ARCHITECTS:						13,756.00	
FINISHING TOUCH AUTO BODY, INC.							
General Fund	650	FINISHING TOUCH AUTO BODY,	5220	2017 FORD ESCAPE - CLAIM #	10/03/2023	5,881.86	100-90-60000 Insurance Deductible/Stop Loss
Total FINISHING TOUCH AUTO BODY, INC.:						5,881.86	
FOTH INFRASTRUCTURE & ENVIRO, LLC							
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86194	STH 32 STREAM RESTORATION	09/28/2023	693.10	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86205	WESTVIEW VILLAGE STORMWA	09/28/2023	55.20	502-00-65156 Westview Village Storm
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	86206	PROJECT 0021C031.11 BADGE	09/28/2023	25,823.63	414-23163-002 Caledonia Corp P-Intersections
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	86207	PROJECT 0022C031.10 BADGE	09/28/2023	2,607.03	414-23163-001 Caledonia Corp Park / Zilber
General Fund	666	FOTH INFRASTRUCTURE & EN	86208	PROJ. 0022C031.12 GLEN WAT	09/28/2023	5,997.26	100-23163-077 Glen At Waters Edge/6020 Erie
General Fund	666	FOTH INFRASTRUCTURE & EN	86209	PROJECT 0023C025.00 CORON	09/28/2023	12,660.10	100-23163-098 Corona Drive Extension
TID #5 Fund	666	FOTH INFRASTRUCTURE & EN	86211	DOMINICAN LIFT STATION FACI	09/28/2023	2,086.26	415-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	86217	HOODS CREEK ATTENUATION	09/28/2023	1,704.83	501-18736-000 CIP-Hoods Creek Attenuation
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	86219	TID #4 I94 WATER DEMAND ST	09/28/2023	3,574.20	414-00-61000 Professional Services
General Fund	666	FOTH INFRASTRUCTURE & EN	86221	BLUFFSIDE DEVELOPMENT	09/28/2023	305.73	100-23163-035 Bluffside
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86223	WASHINGTON MEADOWS WAT	09/28/2023	3,786.70	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	86225	CALEDONIA SEWER/WATER SY	09/28/2023	31.00	500-00-62103 Mapping
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	86225	CALEDONIA SEWER/WATER SY	09/28/2023	31.00	501-00-62103 Mapping
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	86227	ADAMS RD WATER MAIN EXTE	09/28/2023	1,616.20	414-00-61000 Professional Services
TID #4 Fund	666	FOTH INFRASTRUCTURE & EN	86228	ADAMS RD ELEVATED STORAG	09/28/2023	10,493.20	414-00-61000 Professional Services
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	86229	CUD GENERAL ENGINEERING	09/28/2023	239.20	501-00-61340 Engineering Design Charges
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						71,704.64	
FRANKSVILLE AUTOMOTIVE LLC							
General Fund	679	FRANKSVILLE AUTOMOTIVE LL	15280	#218 OIL CHANGE/WIPER BLAD	09/22/2023	98.88	100-30-63300 Vehicle Repairs & Maintenance
Total FRANKSVILLE AUTOMOTIVE LLC:						98.88	
G & F EXCAVATING							
Water Utility Fund	687	G & F EXCAVATING	35893	REPAIRS @ TAURUS DR. & W. P	08/23/2023	8,714.50	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35894	WATER MAIN REPAIR @ BONIT	08/24/2023	9,597.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35895	REPAIR WATER MAINS VALVES	08/25/2023	10,624.50	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35920	WATER MAIN VALVE REPAIRS;	09/18/2023	8,460.00	500-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						37,396.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
GEARGRIDCORPORATION							
Capital Projects Fund	4724	GEARGRIDCORPORATION	00234363-IN	GRID LOCKERS FOR HANGING	09/21/2023	7,471.89	400-75-65025 PSB-Village Sourced Bldg Impr
Total GEARGRIDCORPORATION:						7,471.89	
HILLER FORD							
General Fund	9211	HILLER FORD	509392	#216 INSULATOR TRANSMOUN	09/19/2023	794.16	100-30-63300 Vehicle Repairs & Maintenance
Total HILLER FORD:						794.16	
J. MILLER ELECTRIC INC							
Water Utility Fund	9224	J. MILLER ELECTRIC INC	8676	SERVICE CALL MEMCO LANE B	09/19/2023	563.40	500-00-64240 Building Repairs & Maintenance
Total J. MILLER ELECTRIC INC:						563.40	
J.W. AND SONS CUSTOM BUILDERS							
General Fund	9295	J.W. AND SONS CUSTOM BUILD	PERMIT # 201	SITE RESTORATION BOND REF	09/28/2023	1,000.00	100-23160-000 Clean-Up Bonds
Total J.W. AND SONS CUSTOM BUILDERS:						1,000.00	
JOHNS DISPOSAL SERVICE, INC.							
Recycling Fund	967	JOHNS DISPOSAL SERVICE, IN	1190714	SEPTEMBER 2023; CONTRACT	09/27/2023	47,528.47	241-00-62100 Contracted Services
Refuse Fund	967	JOHNS DISPOSAL SERVICE, IN	1190714	SEPTEMBER 2023; CONTRACT	09/27/2023	96,372.19	240-00-62100 Contracted Services
Total JOHNS DISPOSAL SERVICE, INC.:						143,900.66	
JOHNSON CONTROLS SECURITY SOLUTIONS							
Water Utility Fund	969	JOHNSON CONTROLS SECURI	39290583	Q4-23; ALARM QUARTERLY BIL	09/09/2023	311.91	500-00-64150 Communication Services
Sewer Utility Fund	969	JOHNSON CONTROLS SECURI	39290583	Q4-23; ALARM QUARTERLY BIL	09/09/2023	311.92	501-00-64150 Communication Services
Total JOHNSON CONTROLS SECURITY SOLUTIONS:						623.83	
JOSEPH SCOTT HOMES							
General Fund	993	JOSEPH SCOTT HOMES	PERMT # 2020	SITE RESORATION BOND REFU	09/28/2023	1,000.00	100-23160-000 Clean-Up Bonds
Total JOSEPH SCOTT HOMES:						1,000.00	
JOURNAL TIMES							
General Fund	1565	JOURNAL TIMES	125091	PUBLIC HEARING NOTIC - CUP	09/28/2023	78.83	100-23163-099 Champion Xpress Car Wash
General Fund	1565	JOURNAL TIMES	126069	ORDINANCE 2023-14	09/28/2023	25.16	100-11-64010 Notifications/Publications
General Fund	1565	JOURNAL TIMES	126580	BOARD OF REVIEW NOTICE	09/28/2023	140.13	100-11-64010 Notifications/Publications

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total JOURNAL TIMES:						244.12	
KORTENDICK HARDWARE							
Water Utility Fund	1096	KORTENDICK HARDWARE	159882	CLEANING PRODUCTS AND MI	08/14/2023	49.57	500-00-64030 Office Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	159882	CLEANING PRODUCTS AND MI	08/14/2023	49.58	501-00-64030 Office Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	160155	CONDUIT FITTINGS FOR DUNK	08/28/2023	8.98	500-00-64240 Building Repairs & Maintenance
General Fund	1096	KORTENDICK HARDWARE	160169	MISC. FASTNERS	08/29/2023	11.48	100-70-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	160175	CLEANER AND FILTERS	08/29/2023	21.57	500-00-64030 Office Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	160175	CLEANER AND FILTERS	08/29/2023	21.56	501-00-64030 Office Supplies
General Fund	1096	KORTENDICK HARDWARE	160561	TARP	09/16/2023	30.59	100-70-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	160624	WORK SUPPLIES	09/19/2023	6.75	500-00-64070 Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	160624	WORK SUPPLIES	09/19/2023	600.72	501-00-64070 Work Supplies
General Fund	1096	KORTENDICK HARDWARE	160807	TRASH BAGS	09/29/2023	17.58	100-70-64100 Janitorial Services
Total KORTENDICK HARDWARE:						818.38	
LIGHTHOUSE COMMUNICATIONS							
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1260923	Q3-23; QUARTERLY BILLING ST	09/26/2023	1,276.60	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1260923	Q3-23; QUARTERLY BILLING ST	09/26/2023	1,276.59	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1260923	Q3-23; QUARTERLY BILLING PO	09/26/2023	3,781.75	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1260923	Q3-23; QUARTERLY BILLING PO	09/26/2023	3,781.75	501-00-64040 Postage & Shipping
Total LIGHTHOUSE COMMUNICATIONS:						10,116.69	
MENARDS RACINE							
General Fund	1281	MENARDS RACINE	72800	MISC WORK SUPPLIES - CARB	09/29/2023	97.22	100-41-64070 Work Supplies
Sewer Utility Fund	1281	MENARDS RACINE	73711	SUMP PUMP ALARM	09/28/2023	209.97	501-00-64240 Building Repairs & Maintenance
Total MENARDS RACINE:						307.19	
MID AMERICA							
General Fund	9304	MID AMERICA	0224785	Q2-23; HRA/FSA ADMIN FEES	10/03/2023	1,737.00	100-90-61000 Professional Services
Total MID AMERICA:						1,737.00	
NETWORK SPECIALIST OF RACINE, INC.							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	44866	OCTOBER 2023 - OFFICE ANYW	09/08/2023	300.00	500-00-64320 IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	44866	OCTOBER 2023 - OFFICE ANYW	09/08/2023	300.00	501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST OF RACINE, INC.:						600.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
NEWBROOK HOMES INC.							
General Fund	1393	NEWBROOK HOMES INC.	PERMIT # 202	SITE RESTORATION BOND REF	09/28/2023	1,000.00	100-23160-000 Clean-Up Bonds
Total NEWBROOK HOMES INC.:						1,000.00	
NORTHERN LAKE SERVICE, INC							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2315251	LEAD & COPPER ANALYSIS	09/12/2023	776.91	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2315259	SCREENING - LEAD & COPPER	09/12/2023	33.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2316191	LEAD & COPPER ANALYSIS	09/22/2023	165.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2316606	LEAD & COPPER ANALYSIS	09/29/2023	33.00	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						1,007.91	
OAK CREEK WATER UTILITY							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	2023 Q3 OAK	Q3-23; WATER / PUBLIC FIRE P	09/15/2023	120,681.88	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	2023 Q3 OAK	Q3-23; WATER / PUBLIC FIRE P	09/15/2023	19,239.37	500-00-64180 Public Fire Protection
Water Utility Fund	1423	OAK CREEK WATER UTILITY	2023 Q3 OAK	Q3-23; WATER	09/15/2023	22,280.20	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	2023 Q3 OAK	Q3-23; WATER	09/15/2023	13,010.67	500-00-62550 Purchased Water
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5230	AUGUST 23; WATER SAMPLES	08/24/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5237	WATER TESTS	09/08/2023	365.00	500-00-62560 Water Sampling and Testing
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5241	SEP-23; WATER TESTS	09/26/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						176,307.12	
ONTECH SYSTEMS, INC							
General Fund	1071	ONTECH SYSTEMS, INC	83693	SEP-23; MONTHLY MANAGED I	09/30/2023	4,042.00	100-90-64300 IT Maintenance & Subscriptions
General Fund	1071	ONTECH SYSTEMS, INC	83815	SEP-23; DIRECT IT TICKET SUP	09/30/2023	7,356.05	100-90-64310 IT Contracted Services
Total ONTECH SYSTEMS, INC:						11,398.05	
PATS SERVICES INC.							
Recycling Fund	1462	PATS SERVICES INC.	A-255888	AUG-SEP 202; PORTABLE TOIL	09/24/2023	120.00	241-00-62100 Contracted Services
Total PATS SERVICES INC.:						120.00	
PAYNE & DOLAN, INC.							
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	1893432	8.10 TN HOT MIX	09/22/2023	537.84	400-41-65080 Road Improvements
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	1893433	8.54 TN HOT MIX	09/22/2023	507.28	400-41-65080 Road Improvements
Capital Projects Fund	1474	PAYNE & DOLAN, INC.	1894391	6.41 TN HOT MIX	09/27/2023	438.12	400-41-65080 Road Improvements
Total PAYNE & DOLAN, INC.:						1,483.24	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
PUBLIC SERVICE COMMISSION OF WISCONSIN							
Water Utility Fund	1535	PUBLIC SERVICE COMMISSION	RA24-I-00900	JUL-22 THRU JUN-23 ADVANCE	09/29/2023	3,778.66	500-00-61000 Professional Services
Total PUBLIC SERVICE COMMISSION OF WISCONSIN:						3,778.66	
RACINE WATER & WASTEWATER UTILITIES							
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	WWINV-09375	6TH STREET INTERCEPTOR - B	09/28/2023	885.74	501-00-67100 Interest
Total RACINE WATER & WASTEWATER UTILITIES:						885.74	
RAY HINTZ INC.							
Water Utility Fund	1592	RAY HINTZ INC.	64821	3 YARDS PTS	09/25/2023	81.00	500-18737-107 CIP - WASHINGTON MEADOWS
Total RAY HINTZ INC.:						81.00	
RDS TRUCK SERVICE INC.							
General Fund	1603	RDS TRUCK SERVICE INC.	00054676	BELT	09/26/2023	143.07	100-41-63300 Vehicle Repairs & Maintenance
Total RDS TRUCK SERVICE INC.:						143.07	
REVERE ELECTRIC							
Sewer Utility Fund	1629	REVERE ELECTRIC	S4982619.002	BRA M21-375-499 LABEL NYLO	09/08/2023	60.85	501-00-64070 Work Supplies
Total REVERE ELECTRIC:						60.85	
RILEY CONSTRUCTION COMPANY, INC.							
Capital Projects Fund	9241	RILEY CONSTRUCTION COMPA	622709-14	GENERAL CONTRACTOR; GUA	09/30/2023	1,400,853.54	400-90-65020 PSB - Riley Construction
Total RILEY CONSTRUCTION COMPANY, INC.:						1,400,853.54	
ROSE PEST SOLUTIONS							
General Fund	1701	ROSE PEST SOLUTIONS	3463190	SEPT. 23; PEST CONTROL FIRE	09/29/2023	78.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3463191	SEPT. 23; PEST CONTROL - FIR	09/29/2023	78.00	100-43-62100 Contracted Services
General Fund	1701	ROSE PEST SOLUTIONS	3463192	SEPT.-23; PEST CONTROL VILL	09/29/2023	78.00	100-43-62100 Contracted Services
Total ROSE PEST SOLUTIONS:						234.00	
ROSS LANDCARE							
General Fund	1945	ROSS LANDCARE	4022	TOP SOIL 23 YRDS	10/02/2023	368.00	100-41-64090 Road Maintenance Materials
Total ROSS LANDCARE:						368.00	

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
SHRED-IT USA							
General Fund	1800	SHRED-IT USA	8004814715	SEP-23; 1 -- ON SITE SHRED C	09/25/2023	22.96	100-43-62100 Contracted Services
General Fund	1800	SHRED-IT USA	8004814823	SEP-23; MONTHLY SHREDDING	09/25/2023	22.96	100-30-62100 Contracted Services
Total SHRED-IT USA:						45.92	
SJE, INC.							
Sewer Utility Fund	1119	SJE, INC.	CD99495840	HOODS CREEK LIFT STATION R	09/15/2023	12,032.45	501-00-64240 Building Repairs & Maintenance
Total SJE, INC.:						12,032.45	
SME SEASONAL SERVICES LLC							
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6802	MOWING - TREES ON EDGAR (09/01/2023	850.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6802	MOWING - SINGLE CUTTING OF	09/01/2023	2,300.00	502-00-64260 Grounds Repairs & Maintenance
Storm Water Utility Fund	1813	SME SEASONAL SERVICES LL	6802	MOWING - TREES ON EDGAR (09/01/2023	850.00	502-00-64260 Grounds Repairs & Maintenance
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - CHAPLA PARK (9/5/2	10/01/2023	340.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - CRAWFORD PARK (9	10/01/2023	700.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - GORNEY PARK (9/5/	10/01/2023	1,200.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - MAPLE PARK (9/5/23,	10/01/2023	240.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - VILLAGE HALL (9/5/2	10/01/2023	280.00	100-43-62100 Contracted Services
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - NICHOLSON WILDLI	10/01/2023	400.00	100-70-62700 Grounds Service
General Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - OTHER --7209 DOUG	10/01/2023	270.00	100-43-62100 Contracted Services
Cemetery Fund	1813	SME SEASONAL SERVICES LL	6805	MOWING - CALEDONIA CEMET	10/01/2023	800.00	220-00-62700 Grounds Services
Total SME SEASONAL SERVICES LLC:						8,230.00	
SOUND SPECIALTY COMPANY, INC.							
General Fund	1817	SOUND SPECIALTY COMPANY, I	2723	SERVICE CALL; VILLAGE BOAR	10/04/2023	800.00	100-90-64250 Equipment Repairs & Maintenanc
Total SOUND SPECIALTY COMPANY, INC.:						800.00	
SQUARE ONE HEATING & COOLING							
General Fund	1840	SQUARE ONE HEATING & COO	i38825	DPW HVAC MAINTENANCE	08/24/2023	495.88	100-41-64240 Building Repairs & Maintenance
Total SQUARE ONE HEATING & COOLING:						495.88	
STRAND ASSOCIATES INC.							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0201245	2023 SCREENING AND 2022-20	09/12/2023	2,659.52	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						2,659.52	
STRUCKN DESIGN							
Capital Projects Fund	1919	STRUCKN DESIGN	1841	GRAPHICS INSTALL	09/18/2023	1,450.00	400-30-65040 Equipment-Vehicles

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total STRUCKN DESIGN:						1,450.00	
TAX REFUND VENDOR							
Tax Collection	8997	TAX REFUND VENDOR	042219008290	042219008290; 2022 ASSESSME	10/02/2023	2,393.13	290-12100-000 Taxes Receivable
General Fund	8997	TAX REFUND VENDOR	1208928	AUG PREMIUM DIFFERENCE A	09/28/2023	535.70	100-21930-000 Retiree Health Insurance
General Fund	8997	TAX REFUND VENDOR	1208928	SEPT PREMIUM DIFFERENCE A	09/28/2023	535.70	100-21930-000 Retiree Health Insurance
General Fund	8997	TAX REFUND VENDOR	1208928	OCT PREMIUM DIFFERENCE A	09/28/2023	535.70	100-21930-000 Retiree Health Insurance
General Fund	8997	TAX REFUND VENDOR	1208928	NOV PREMIUM DIFFERENCE A	09/28/2023	535.70	100-21930-000 Retiree Health Insurance
General Fund	8997	TAX REFUND VENDOR	1208928	DEC PREMIUM DIFFERENCE A	09/28/2023	535.70	100-21930-000 Retiree Health Insurance
Total TAX REFUND VENDOR:						5,071.63	
TOPCON SOLUTIONS INC							
General Fund	9145	TOPCON SOLUTIONS INC	INV253450	DATA COLLECTOR REPLACEM	09/29/2023	3,078.00	100-42-64250 Equipment Repair
General Fund	9145	TOPCON SOLUTIONS INC	INV253669	DATA COLLECTOR RENTAL	09/29/2023	400.00	100-42-64250 Equipment Repair
Total TOPCON SOLUTIONS INC:						3,478.00	
TYLER TECHNOLOGIES, INC.							
General Fund	2024	TYLER TECHNOLOGIES, INC.	060-114741	SEPTEMBER 2023 INSTALLMEN	09/13/2023	7,083.33	100-90-62100 Contracted Services
Total TYLER TECHNOLOGIES, INC.:						7,083.33	
ULINE							
Water Utility Fund	2030	ULINE	167931702	GLOVES; JANITORIAL SUPPLIE	08/31/2023	750.37	500-00-64070 Work Supplies
Sewer Utility Fund	2030	ULINE	167931702	GLOVES; JANITORIAL SUPPLIE	08/31/2023	750.38	501-00-64070 Work Supplies
Total ULINE:						1,500.75	
VON BRIESEN & ROPER SC							
General Fund	2091	VON BRIESEN & ROPER SC	437297	LABOR AND PERSONNEL - PRO	09/20/2023	552.50	100-90-61100 Legal Fees
Total VON BRIESEN & ROPER SC:						552.50	
WAUKESHA COUNTY TECHNICAL COLLEGE							
General Fund	2106	WAUKESHA COUNTY TECHNIC	S0811411	INSTRUCTOR DEVELOPMENT;	09/26/2023	725.00	100-30-51300 Education/Training/Conferences
Total WAUKESHA COUNTY TECHNICAL COLLEGE:						725.00	
WE ENERGIES							
Capital Projects Fund	2121	WE ENERGIES	4747752424	BILLING PERIOD 8/9/2023 TO 9/	09/27/2023	3,833.54	400-75-65025 PSB-Village Sourced Bldg Impr

Fund	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Invoice Amount	GL Account and Title
Total WE ENERGIES:						3,833.54	
WESTERN CULVERT & SUPPLY INC.							
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	069159	CULVERT PIECES AND BANDS	09/15/2023	9,625.40	502-00-65151 Culvert Replacements
Total WESTERN CULVERT & SUPPLY INC.:						9,625.40	
WHITEHOUSE PRECAST LLC							
General Fund	9300	WHITEHOUSE PRECAST LLC	1725	DITCH MODIFICATION - 5915 3	09/19/2023	500.00	100-41-64090 Road Maintenance Materials
Total WHITEHOUSE PRECAST LLC :						500.00	
WISCONSIN DOCUMENT IMAGING							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	225087	SEP-23; MONTHLY COPIER USE	09/28/2023	101.50	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	225087	SEP-23; MONTHLY COPIER USE	09/28/2023	101.50	501-00-64060 Copying & Printing
General Fund	9249	WISCONSIN DOCUMENT IMAGI	225087	SEP-23; MONTHLY COPIER USE	09/28/2023	641.57	100-90-62300 Office Equipment Rental & Main
Total WISCONSIN DOCUMENT IMAGING:						844.57	
WISCONSIN HUMANE SOCIETY							
General Fund	2180	WISCONSIN HUMANE SOCIETY	2675	ANIMAL SHELTER CONTRACT -	10/01/2023	1,300.00	100-90-62500 Animal Control Contract
Total WISCONSIN HUMANE SOCIETY:						1,300.00	
Grand Totals:						2,602,800.47	

PAYMENT TOTALS BY FUND

Capital Projects Fund	\$1,543,253.71
Cemetery Fund	\$ 819.44
Donations Fund	\$ 21,876.26
General Fund	\$ 347,876.26
Recycling Fund	\$ 47,648.47
Refuse Fund	\$ 96,372.19
Sewer Utility Fund	\$ 225,980.77
Stormwater Utility Fund	\$ 17,239.52
Tax Collection Fund	\$ 2,393.13
TID #4 Fund	\$ 44,114.26
TID #5 Fund	\$ 2,086.26
Water Utility Fund	\$ 253,140.20
TOTALS	\$2,602,800.47

Ordinance No. 2023-15

AN ORDINANCE TO CREATE A NEW SECTION 12-1-9 AND TO AMEND TITLE 12 CHAPTER 1 OF THE CODE OF ORDINANCES FOR THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, RELATING TO PERMITTING DOGS IN THE PARK.

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

1. That on June 12, 2023, the Village’s Park and Recreation Advisory Committee, at duly noticed meeting, began reviewing and revising the park regulation ordinance contained in Title 12, Chapter 1 of the Code of Ordinances for the Village of Caledonia.
2. That on June 20, 2023, the Village’s Legislative and Licensing Committee, at duly noticed meeting, reviewed and recommended approval of a proposed amended park regulation ordinance contained in Title 12, Chapter 1 of the Code of Ordinances for the Village of Caledonia.
3. That Section 12-1-9 of the Code of Ordinances for the Village of Caledonia be, and hereby is, created to read as follows:

“SEC. 12-1-9 CONDITIONS PERMITTING DOGS IN PARKS

(a) **Dogs Permitted.** Dogs are permitted in Village Parks during when Village Parks are open to the public, subject to the following conditions:

- (1) All dogs shall be on a leash at all times.
- (2) All dogs shall be under the immediate physical control of a person at all times.
- (3) All dogs shall be licensed and must have an up-to-date rabies vaccination.
- (4) All waste from a dog shall be immediately picked up and disposed of. Bags, scoops, or other appropriate implements for the removal of waste shall be carried by any person bringing a dog into a Village Park.
- (5) Dogs are not permitted to be on any park playground structure, or any other locations as posted by order of Village of Caledonia.

(6) Dogs must not dig, chase, or harm wildlife, damage park property, or interfere with other park users.

(b) **Penalties.** Any person violating any provision of this section shall be subject to the penalties in 1-1-6 of the Village of Caledonia Code of Ordinances.”

4. That Title 12, Chapter 1 of the Code of Ordinances for the Village of Caledonia was also updated to reflect structural changes from Town to Village and Commission to Committee, relating to Park Regulations, and hereby is, amended as set forth in Exhibit A.
5. The execution of this Ordinance is authorized and approved subject to the final form of agreement being reviewed and approved by the Village Attorney.
6. This ordinance shall take effect upon adoption and publication as provided by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of October 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, President

Attest: _____
Joslyn Hoeffert, Clerk

TITLE 12

Parks and Navigable Waters

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
Chapter 1	Park Regulations		
Chapter 2	East Side Community Center		
Chapter 3	Bulkhead Lines		
Chapter 4	Cemeteries	Ord. 2002-15 Created	5/23/02
		Ord. 2003-06 Recreated	4/15/03

CHAPTER 1

Park Regulations

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
12-1-1	Park Regulations	2000-09 2014-07	04/03/00 06/02/14
12-1-2	Radio-Controlled Model Airplanes or Toys Prohibited in Parks		
12-1-3	Turf Protection on Public Property		
12-1-4	Park Hours	2000-09	04/03/00
12-1-5	Ultralight Aircraft Regulated		
12-1-6	Reservation of Park Space	2000-09 2017-16	04/03/00 10/02/17
12-1-7	Regulations for Racine County Parks and Recreation Areas	2014-08	06/02/14
12-1-8	Gorney Park Pond		
12-1-9	Conditions Permitting Dogs in Parks		

SEC. 12-1-1 PARK REGULATIONS.

- (a) **Purpose and Definition.** Purpose and Definition. In order to protect the parks, parkways, recreational facilities and conservancy areas within the Village of Caledonia from injury, damage or desecration, these regulations are enacted. The term "park" as hereinafter used in this Chapter shall include all grounds, structures and watercourses which are or may be located within any area dedicated to the public use as a park, parkway, recreation facility or conservancy district in the Village.
- (b) **Specific Regulations.**
- (1) Damaging Property. Damaging Property. No person shall intentionally mark, deface,

- disfigure, damage, displace, or remove any structures, equipment, facilities, or other park property, either real or personal, including trees, shrubbery, and landscaping.
- (2) Littering. No person shall scatter, litter, throw, dispose of, or leave any garbage, rubbish, bottles, cans, trash, earth, debris, or other waste materials in any waters in or contiguous to any park or recreational area of anywhere on the grounds thereof, except only in receptacles provided for such purpose by the Village Board.
 - (3) Animals. No person shall bring or harbor any horses or other animals in or upon any park or recreational area at any time except when required for activities or amusements authorized by the Village Board. Dogs may be allowed in Village Parks, subject to the conditions set forth in Sec. 12-1-9.
 - (4) Bill Posting. No person shall post, paste, fasten, paint or attach any placard, bill, notice, sign or advertising matter upon any structure, tree or other natural object in any park, except park regulations and other signs authorized by the Village Park.
 - (5) Throwing Stones and Missiles Prohibited. No person shall throw stones or other missiles in or into any park.
 - (6) Removal of Park Equipment Prohibited. No person shall remove benches, seats, tables or other park equipment from any park.
 - (7) Trapping. No person shall trap in any park unless specific written authority is first obtained from the Village Board.
 - (8) Making of Fires. No person shall start, tend or maintain a fire except in personal grills or designated fireplaces. Personal grills shall be used only in designated picnic areas. The use of personal grills is permitted provided lawns and vegetation are not endangered and if ashes are properly disposed of. Unburned fuel and ashes shall be disposed of in such a manner as to prevent fire or damage to any park property.
 - (9) Protection of Park Property. No person shall kill, injure or disturb or attempt to injure or disturb waterfowl, birds or animals, wild or domestic, within any park, except as permitted by this Chapter. No person shall climb any tree or remove flowers or fruit, wild or cultivated, or break, cut down, trample upon, remove or in any manner injure, deface, write upon or ill use any tree, shrub, flower, flower bed, turf, soil, sand, fountain, ornament building, structure, apparatus, bench, table, official notice, sign or other property within any park.
 - (10) Motorized Vehicles. Except for authorized maintenance vehicles, no person shall operate an unlicensed or licensed motorized vehicle outside of areas specifically designated as parking areas or areas where the operation of such vehicles is specifically permitted. Motor vehicles are restricted to the roads and drives and parking areas. No motor vehicles of any nature may be used on the seeded areas except vehicles which have Village authorization for shows, rides or exhibits and then only for the purpose of loading and unloading. Snowmobiles, minibikes, go-karts, and all other unlicensed vehicles are prohibited in Village parks and public recreational areas at all times. All motorized vehicles are limited to use of roadways specifically for their use and according to other restrictions in this Code.
 - (11) Snowmobiles. No person shall operate a snowmobile in a Village park except in designated areas.
 - (12) Speed Limit. No person shall operate any vehicle in a Village park in excess of 15 m.p.h., unless otherwise posted.
 - (13) Glass. No person shall break, throw, or leave any glass in or upon any park or

- recreational area, except only in receptacles provided for such purpose by the Village.
- (14) Reckless Driving in Parks Prohibited. No person shall operate a motor vehicle in a reckless manner in any of the public parks of the Village.
 - (15) Parking in Parks. No person shall park any motor vehicle in any park in the Village except in a designated parking area.
 - (16) Horse and Carriages. No person shall ride a horse or drive a horse-driven vehicle in any park, except on roads or designated bridle paths, except when approval of the Village is first obtained. It shall be unlawful for any person to ride a horse or drive a horse-driven vehicle in a careless, negligent or reckless manner which may endanger the safety and well-being of others. Horseback riding shall be allowed only during the daylight hours. No person shall ride a horse which cannot be held under such control that it may be easily turned or stopped. No horse shall be ridden in a reckless manner. Pedestrians shall have the right-of-way when crossing a bridle path, and whenever groups of people are visible within three hundred (300) feet horses shall be ridden at slow gait.
 - (17) Removing Tree Protectors. No person shall remove any device for the protection of trees or shrubs.
 - (18) Golfing and Sporting Activities. No golfing or practicing golf in Village parks or recreation areas shall be allowed except with the use of a whiffle ball. All sporting activities must be held in areas so designated for that purpose.
 - (19) Arrows. No person shall use or shoot any bow and arrow in any Village park, except in authorized areas.
 - (20) Weapons. Except for duly appointed law enforcement officers or person(s) authorized by law, no person shall have in his possession or under his control or discharge any Weapon as defined under Sec. 11-2-1(a) of this Code of Ordinances, any Dangerous Weapon as defined under Sec. 11-2-2(a)(3) of this Code of Ordinances, prohibited weapons under Sec. 11-2-2(b), or explosives of any kind while in or upon any park or recreational area.
 - (21) Fish Cleaning. Cleaning of fish in shelters, toilet facilities or picnic areas is prohibited in all Village parks.
 - (22) Controlled Substances. Possessing, using or dispensing of a controlled substance in violation of the Uniform Controlled Substances Act is prohibited in all Village parks.
 - (23) Camping. Overnight camping is not permitted in any Village park.
 - (24) Utility Installation and Construction. Any private construction which may in any manner encroach upon or affect the parks and parkways shall be under the direction and jurisdiction of Village and no such installation, repair or construction shall commence without the written permission therefor from the Village. All public works, including construction and installation of power lines, hydrants, sewers and the like shall be commenced only after notice to the Village of the utility's intention so to do. Where practicable, such construction and installation shall be performed pursuant to recommendations by the Village.
 - (25) Fireworks. No person shall use, discharge, or explode in, or bring any fireworks upon any Park or recreational area. For purposes of this Section, the term "fireworks" shall include all material and devices enumerated under Sec. 167.10(1), Wis. Stats., but shall not include paper caps manufactured in accordance with United States Interstate Commerce Commission Regulations for packing and shipping. This Section shall not

prohibit pyrotechnic displays authorized by a permit issued by the President of the Village of Caledonia in accordance with the provisions of the Wisconsin Statutes and Village Ordinances.

- (26) **Prohibited Areas.** No person shall enter any building or part thereof or any area in or upon any park or recreational area which is locked or in disregard of posted: signs or notices of the Village of Caledonia forbidding the same.
- (27) **Sale of Merchandise.** No person shall sell or vend in any park or recreational area any article or merchandise without the written consent of the Caledonia Village.
- (28) **Games.** No person shall play softball, baseball, football, or any other ball games or horseshoes, except at locations specifically designated for such purpose by the Village of Caledonia .

SEC. 12-1-2 RADIO-CONTROLLED MODEL AIRPLANES OR TOYS PROHIBITED IN PARKS.

No person shall fly a radio-controlled model airplane, helicopter, or other toy in any park in the Village of Caledonia, except in areas specifically designated and posed for such purpose.

SEC. 12-1-3 TURF PROTECTION ON PUBLIC PROPERTY.

Except as authorized by the Village of Caledonia, no person shall dig into the turf of any Village-owned property for any purposes whatsoever or remove my trees or flowers. Absent authorization by the Village Board, the use of metal detectors and digging for buried objects on Village property, except beaches where no vegetation is present, is prohibited.

SEC. 12-1-4 PARK HOURS.

- (a) **Park Hours.** Except for authorized events and subject to certain exceptions listed below, all Village parks shall be closed from sunset to sunrise the following day, and it shall be unlawful to enter in or be upon any park or playground after the hour designated.
- (b) **Exceptions to Closing Hours.** A person driving through a park on a public road may do so after closing hours, but may not stop or park within such park. The Caledonia Village Board may modify closing hours for particular events in accordance with Section 12-1-6.
- (c) **Park Closing and Opening Dates.** The Village Board will have full authority to open and close any park, swimming area, recreational facility or area because of season, condition, construction or when, in the interest of public safety, it is deemed necessary.

SEC. 12-1-5 ULTRALIGHT AIRCRAFT REGULATED.

- (a) **Definition.** An ultralight aircraft, vehicle or hang glider is an unpowered or powered aircraft which is not subject to extensive regulation by the Federal Aviation Administration by virtue of its characteristics and which is defined as an ultralight vehicle by 14 C.F.R. Sec. 103.1 and which is defined as an ultralight aircraft by Wis. Stats.§. 114.195.

(b) **Regulations Regarding Use.**

- (1) No person shall operate any ultralight aircraft within the Village in such a manner or in such a location as to endanger or injure any person or property. No person shall operate an ultralight aircraft in the Village in violation of any applicable state and federal regulations and standards. No person shall cause an ultralight aircraft to land or to take off from any property without permission of the owner or occupant of said property, provided that an emergency landing may be made to prevent a catastrophe. In the case of landing or taking off from a Village public park or other Village property, the operator of such ultralight aircraft shall first obtain a permit from the Village Board. No fee shall be charged by the Village Board for such permit which may be issued for a period up to thirty (30) days nor shall the Village Board sponsor such activity.
- (2) Any person desiring to land or to take off from any property owned by the Village of Caledonia, shall, prior to receiving a permit, procure evidence of insurance providing for not less than Five Hundred Thousand Dollars (\$500,000.00) of coverage for each occurrence for damage to property or personal injury. Evidence of such insurance shall include a certificate of insurance naming the Village of Caledonia as an additional insured and said certificate shall be filed with the Village Clerk at the time the applicant seeks a permit.

SEC. 12-1-6 RESERVATION OF PARK SPACE

(a) **Policy on Reservation.** The intent of this Section is to regulate exclusive use of Village-owned parks and park space.

(b) **Definitions.** In this Section:

- (1) “Applicant” means an individual, group, firm, organization, partnership or corporation.
- (2) “Large group” means a gathering of 20 or more people, whose use of the park does interfere with the general public's use of the park at the same time as determined by the Parks and Recreation Department and/or the Village Board.
- (3) “Medium group” means a gathering of 20 or more people whose use of the park does not interfere with the general public’s use of the park at the same time as determined by the Parks and Recreation Department and/or the Village Board.
- (4) “Park” means the entire usable space that is owned by the Village and open to the public for use.
- (5) “Park space” means any facility, field, court, gazebo, or shelter area that is owned by the Village and open to the public for use.
- (6) “Small group” means a gathering of fewer than 20 people.

(c) **Reservation of Parks and Park Space.**

- (1) The Parks and Recreation Department (“the Department”), shall accept applications for the exclusive use of park and park space, and may issue permits for the exclusive use of park space.
- (2) The Village Board, may issue permits, set fees, and impose conditions for the exclusive use of a Village park. The Village Board shall adopt criteria for use in carrying out these responsibilities
- (3) Park and park space are reserved on a first requested, first reserved basis.

- (4) Areas for reservation. The extent of park and park space available for reservation shall be established by resolution of the Village Board and updated from time to time.
- (d) **Fees and Application Procedure.**
- (1) Filing of Application.
- a. Small Groups. An applicant for a small group shall submit to the Department a completed rental or use application in order to receive a permit. No rental or use fee shall be applied.
 - b. Medium Groups. An applicant for a medium group shall submit a completed rental or use application and pay a rental or use fee as shall be established by the Village Board from time to time.
 - c. Large Groups.
 1. An applicant for a large group shall submit a completed rental or use application which shall be forwarded to the Village Board for approval. The Village Board may issue a permit and set fees and conditions for use of a park. Fees shall be based upon the special circumstances related to the use and shall consider the size of the group, length of the rental, facilities to be used, and any other factor deemed relevant by the Village Board.
 2. Each applicant shall apply at least 90 days prior to the proposed reservation date(s).
 3. The Village Board may approve or deny without cause or impose a late fee, as determined by the Village Board on a case-by-case basis, on any application received less than 90 days prior to the proposed reservation date(s).
- (2) Reservation of Park or Park Space. Park or park space may be reserved for the current calendar year only, except that weddings and/or wedding parties may make reservations for the current calendar year and the following calendar year.
- (3) Form. Each application shall be in a form prescribed by the Village Board and be used as the rental or use permit. The application shall designate park or park space requested for use, period of use, purpose of event, and the name of the applicant and/or sponsoring groups to which the permit is issued. The rental or use application shall provide a space for approval of use and a signature of the approving representative of the Department.
- (4) A beer or wine permit may be purchased at the time the application is submitted to the Department as established by section 12-1-6(e).
- (5) Approval.
- a. Small or medium groups may receive approval for a reservation, along with any conditions of approval, from the Department.
 - b. Large groups may receive approval for a reservation along with any conditions of approval, from the Village Board.
- (6) Reasons for Denial. Applicants may be denied a permit for any of the following reasons (without limitation):
- a. If it is for a use which would involve a violation of Federal or State law or any provision of this code.
 - b. If the granting of the permit would conflict with another permit already granted or for which an application is already pending.

- c. If law enforcement requirements for the use will require so large a number of persons as to prevent adequate law enforcement to the event or the rest of the Village.
 - d. The use will reasonably create a substantial risk of injury to persons or damage to property.
 - e. If the application does not contain the information required.
- (7) Cancellation of Reservation.
- a. Cancellation by the Applicant.
 - 1. Small or Medium Group. An applicant shall be refunded 75% of fees paid for a reservation cancelled more than 14 days in advance of the reserved date, if payment was required. An applicant shall not be refunded any portion of the fees paid for a reservation cancelled 14 days or less than 14 days in advance of the reserved date.
 - 2. Large Groups.
 - a. An applicant shall be refunded 75% of fees paid for a reservation cancelled more than 90 days in advance of the reserved date.
 - b. An applicant shall be refunded 40% of fees paid for a reservation cancelled between and including 90 days and 40 days in advance of the reserved date.
 - c. An application shall not be refunded any portion of the fees paid for a reservation cancelled less than 40 days in advance of the reserved date.
 - 3. In the event inclement weather, no refunds shall be made.
 - b. Limiting of Usage by the Department. The Department reserves the right to limit usage of park and park space due to weather, field/court conditions, maintenance needs, or other reasons deemed appropriate by the Department.
 - c. Cancellation by the Village. The Village reserves the right to cancel any reservation and refund all fees paid. The rental and use application form or the rules/regulation for park shelter rental or use shall state that in the cancellation required by the Village, the applicant shall hold the Village harmless from any liability for losses, damages, or additional costs incurred by the applicant resulting from said cancellation.
- (8) Town Activity. A permit is not required for exclusive use of a park or park space for an activity sponsored by the Village including its departments, committees, commissions and boards. However, the Village shall submit a completed rental or use application so that conflicts can be avoided. No application fee shall be required.
- (e) **Beer or Wine Permit.** Beer and wine is not permitted in any park or park space without a permit issued by the Village Clerk. It is understood that the applicant is acquiring said permit for consumption of beer or wine by applicants and guests of legal drinking age, not for selling of beer or wine, which requires a separate license from the Village. Copies of said permit shall be forwarded by the Village Clerk to the Caledonia Police Department. The beer or wine permit fee shall be \$10.00. This permit shall be present at the site of the event for law enforcement and the Clerk's office to check and monitor.
 - (f) **Indemnification.** Prior to granting any permit for exclusive use of a park or park space to a group, the Village may require the permittee to file evidence of good and sufficient sureties,

insurance in force or other evidence of adequate financial responsibility, running to the Village and such other third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the Village and such third parties as may be injured or damaged thereby, caused by the permittee, its agents or participants.

(g) **Miscellaneous Condition of Use.**

- (1) An individual renting or reserving a park or a park space on his/her own behalf or on the behalf of a group, firm, organization, partnership, or corporation must be 18 years old at the time of the reservation or rental, except if beer/wine is to be consumed the age requirement shall be 21 years.
 - (2) All reservation times include set-up, decorating, tear down, and clean-up time.
 - (3) Hours of use shall be from sunrise to sunset unless written permission is received to remain after closing time from the Village Board.
 - (4) The use of amplified music, tents, or other similar structures must be approved by the Department in writing, and must not violate any Village or County ordinances.
 - (5) Live animals, exhibits, rides, dunk tanks, and any use of motorized equipment for carnival games, rides, and activities are prohibited.
- (h) The Department is authorized to provide full or partial refund of fees to an applicant in instances where the park area was insufficiently maintained or prepared such that the applicant did not receive full or fair use of the park area. **Variance.** The Village may grant a variance from the provisions of this ordinance for good and sufficient cause as determined by the Village, based upon the special circumstances of the particular case, but no variance shall be granted which is unjustly discriminatory in nature.
- (i) **Permit Revocation.** The Village reserves the right to revoke a permit already issued if it is deemed that such action is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe, or likelihood of a breach of the peace or by a major change in the conditions forming the basis of the issuance of the permit.

SEC. 12-1-7 REGULATIONS FOR RACINE COUNTY PARKS AND RECREATION AREA.

It shall be unlawful for any person, firm, or corporation to do any of the following within or upon any Racine County Park or recreational area within the Village of Caledonia:

- (a) Destroy, deface, mutilate, or cause physical damage to any real or personal property, including trees, shrubbery, and landscaping located in or upon any Racine County Park or recreational area.
- (b) Except for duly appointed law enforcement officers or person(s) authorized by law, have in his possession or under his control any Firearm as defined under Sec. 11-2-1(a) of this Code of Ordinances, any Dangerous Weapon as defined under Sec. 11-2-2(a)(3) of this Code of Ordinances, prohibited weapons under Sec. 11-2-2(b), explosives or fireworks of any kind

- or discharge any of the same. No person shall use or shoot any bow and arrow or crossbow, except in authorized areas.
- (c) Operate any sound track, loud speaker, motor, or any other mechanical device that produces undue or unnecessary noises.
 - (d) Be intoxicated or engaged in any violent, abusive, loud, boisterous, vulgar, lewd, wanton, obscene, or otherwise disorderly conduct, tending to create a breach of the peace, or to disturb or annoy others.
 - (e) Bring or consume any intoxicating liquor or fermented malt beverages.
 - (f) Hold or take part in any musical, theatrical, or other entertainment, or any parade, procession, or public meeting or gathering of any kind, or make any political or religious address, oration, harangue, or demonstration of any kind without permit from the Racine County Highway and Parks Committee.
 - (g) Peddle or distribute any hand bills or other advertising matter or post unauthorized signs on any lands, structures, or property, or solicit, transact, or conduct any business of any nature without having first obtained written consent of the Racine County Highway and Parks Committee.
 - (h) Suffer or permit his dog to be in or upon any Racine County Park or Recreational at any time unless permitted.
 - (i) (1) Build or maintain any fire, except at areas designated for cooking and for fires.
(2) Leave any fire unattended, or throw away any matches, cigarettes, cigars, or pipe ashes, without first extinguishing them, at any time.
 - (j) Discard or leave any refuse or sewage, including garbage, rubbish, bottles, tin cans, glass, debris, or any other waste material on the ground or in any building or in any installation, or throw the same into the water of any lake or stream or other body of water, but will dispose of the same in designated containers.
 - (k) (1) Drive or ride any bicycle, motorcycle, motor vehicle, or a horse, except in the regular drives designated therefor.
(2) Operate any vehicle at a speed in excess of fifteen (15) miles per hour unless different limits are indicated by official traffic signs.
 - (l) Park, stop, or leave standing, whether attended or unattended, any vehicle:
 - (1) In any manner as to block, obstruct, or limit the use of any road or trail; or
 - (2) Outside of any area provided for such purposes of parking; or
 - (3) Contrary to posted notices.
 - (m) Enter in any way any building, installation, or area that may be locked or closed to public use or contrary to posted notice.
 - (n) Pick, remove, damage, or kill any flowers growing within the park or recreational area.
 - (o) Use any facilities, land, or area for which a fee has been established without payment of such fee or charge.
 - (p) Take, catch, kill, hunt, trap, pursue, or otherwise disturb any wild animals or birds.

SEC. 12-1-8 GORNEY PARK POND.

- (a) **State Boating and Safety Laws Adopted.** Wis. Stats. §§ 30.50 through 30.99 and any amendments are adopted and incorporated by reference.
- (b) **Definitions.**

- (1) "Motorboat" means any boat equipped with propulsion machinery, whether or not the machinery is the principal source of propulsion.
- (2) "Nonmotorized" boat means a boat which is not a motorboat but which is designed and constructed to be used as a boat for transportation of a person or persons on water; including, but not limited to, any canoe, sailboat, inflatable boat or similar device, rowboat, raft and dinghy, which is not a motorboat.
- (c) **Motorboat Prohibition.** No person shall operate a motorboat on the waters of Gorney Park Pond; only nonmotorized boats shall be permitted on the pond.
- (d) **Hours of Operation.** No person shall operate a nonmotorized boat upon the waters of Gorney Park Pond outside the hours of 6:00 a.m. to 7:00 p.m., local time.
- (e) **Swimming Prohibition.** Swimming shall not be permitted at Gorney Park Pond.
- (f) **Parking.** Vehicles transporting boats shall only park in those spaces designated for boat users.
- (g) **Posting Requirements.** The Village shall place and maintain a copy of this section at all public access points to Gorney Park Pond.
- (h) **Severability.** The provisions of this ordinance shall be deemed severable and it is expressly declared that the Village Board would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to other persons or circumstances shall not be affected.
- (i) **Penalties.** Any person violating any provision of this section shall be subject to the penalties in 1-1-6 of the Village of Caledonia Code of Ordinances.

SEC. 12-1-9 CONDITIONS PERMITTING DOGS IN PARKS

- (a) **Dogs Permitted.** Dogs are permitted in Village Parks during when Village Parks are open to the public, subject to the following conditions:
 - (1) All dogs shall be on a leash at all times.
 - (2) All dogs shall be under the immediate physical control of a person at all times.
 - (3) All dogs shall be licensed and must have an up-to-date rabies vaccination.
 - (4) All waste from a dog shall be immediately picked up and disposed of. Bags, scoops, or other appropriate implements for the removal of waste shall be carried by any person bringing a dog into a Village Park.
 - (5) Dogs are not permitted to be on any park playground structure, or any other locations as posted by order of the Director of Public Services or their designee.
 - (6) Dogs must not dig, chase, or harm wildlife, damage park property, or interfere with other park users.
- (b) **Penalties.** Any person violating any provision of this section shall be subject to the penalties in 1-1-6 of the Village of Caledonia Code of Ordinances.

RESOLUTION NO. 2023-108

RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH THE WISCONSIN HUMANE SOCIETY FOR HUMANE ANIMAL CONTROL SERVICES FOR 2024

WHEREAS, the Village of Caledonia has contracted with the Wisconsin Humane Society (WHS) since 2013 and WHS has provided appropriate Humane Animal Control Services in the Village; and

WHEREAS, the Village of Caledonia would like to continue contracting with WHS in 2024.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and the Wisconsin Humane Society for Humane Animal Control Services for 2024 as set forth in Exhibit A which is attached hereto and incorporated herein, at a cost of \$15,240.00, 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 October, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

Stray and Impound Animal Shelter Services Agreement

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the Village of Caledonia (the "MUNICIPALITY") and the Wisconsin Humane Society ("WHS").

**SCHEDULE A
PAYMENT**

1.0 Costs.

MUNICIPALITY agrees to pay for services covered by this agreement the sum of \$15,240.00 annually, payable in equal monthly payments of \$1,270.00.

Any services requested by MUNICIPALITY, but not covered under this contract, may be provided by WHS in its discretion, and any such services will be billed to MUNICIPALITY on an as incurred basis.

2.0 Method of Payment.

2.1 WHS shall submit an invoice to MUNICIPALITY by the 10th day of each month for the services provided in the preceding month. MUNICIPALITY shall pay the statement within ten (10) days of receipt thereof. Invoiced amounts not paid within 10 days shall bear interest thereafter at the rate of 3% annually.

3.0 Fee for Service Beyond 2024.

The parties will work in good faith to establish the fee for services in this Agreement for calendar years beyond the present year by September 1 of each year for the following year. Payment for services in subsequent years will be calculated based on a formula that recognizes the number of animals served and the number of shelter days used multiplied by the unit cost per animal per day. For 2025 and beyond this service timeframe will be for a 12 month period beginning on July 31st of the preceding year.

FOR PROVIDER:

Date Signed: _____



Alison Fotsch Kleibor, WHS President & CEO

FOR MUNICIPALITY:

Village of Caledonia

By: _____

ATTEST:

By: _____

RESOLUTION NO. 2023-109

**RESOLUTION OF THE VILLAGE OF CALEDONIA AUTHORIZING A
MEMORANDUM OF UNDERSTANDING WITH THE WISCONSIN ELECTIONS
COMMISSION REGARDING THE BADGER BOOKS ELECTRONIC POLL BOOK**

WHEREAS, the Village of Caledonia started utilizing the electronic poll book, Badger Book, in 2020; and

WHEREAS, the Wisconsin Elections Commission (WEC), in an email dated 10/2/23, requested the Village of Caledonia, Racine County sign a Memorandum of Understanding (MOU) by the deadline of 12/1/23 regarding the use of the Badger Books electronic poll book;

WHEREAS, the purpose of this MOU is detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software;

WHEREAS, the MOU serves to codify in writing the roles and responsibilities of both the WEC and the municipality, detailing what the WEC provides and expects in return;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Caledonia, Racine County, Wisconsin, that:

1. The Village of Caledonia, Racine County is hereby authorized and directed to enter into the Memorandum of Understanding with the Wisconsin Elections Commission regarding the use of the Badger Books electronic poll book.
2. The Administrator/Chair of the Village of Caledonia is hereby authorized and directed to sign said MOU on behalf of the Village, ensuring the agreement is in line with the terms and conditions stated herein.
3. The execution of this resolution is authorized and approved subject to the final form of agreement being reviewed and approved by the Village Attorney.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of October, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas R. Weatherston, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk



Memorandum of Understanding

By and Between

(Badger Book User, Name of Municipality, County)

And

Wisconsin Elections Commission

This Memorandum of Understanding (hereinafter referred to as the "MOU") is effective as of the last date of signature affixed hereto, and is entered into by and between the Badger Book User (City)(Village)(Town) of _____ in _____ County, Wisconsin, Administrator/Chair _____ ("Municipal User"), Address _____, and the Wisconsin Elections Commission ("Commission"), 201 West Washington Avenue, Madison, WI 53703 for the purpose of detailing the parties' obligations pertaining to the Badger Books electronic poll book and associated software.

Whereas, the Wisconsin Elections Commission authorized the development of an electronic poll book system in 2017 to be used in polling places in the state on election day. The "Badger Book" is electronic poll book software that is specific to Wisconsin elections practices and statutes. The Badger Book is the only electronic poll book software created with, and given the necessary permissions to have, direct integration to WisVote, the statewide election management and voter registration system.

Whereas, the Badger Book will only be supported and allowable on a limited set of hardware selected by the Commission, which is defined as Approved Hardware herein.

Whereas, Municipal User seeks to participate in the Badger Book program and utilize the electronic poll book software created by the Commission.

Therefore, the parties hereby resolve and agree they will mutually comply with the following terms of this MOU.

I. **Scope**

- A. **Badger Book Software:** The Badger Book is primarily used by Municipal Users to check in voters, process absentee ballots, and register voters on election day. The Badger Book, and associated operating system, drivers, and other components, is used to maintain the voter number and count independent of poll worker input. Each process was chosen and designed based on feedback provided by clerks and poll workers from across the state, and the Commission welcomes continued feedback from the Municipal User. After election day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into the Commission's WisVote system. Regardless, each party to this MOU retains the independent custodial and recordkeeping responsibilities required under Wis. Stat. Chapter 19, and other provisions of law. The software utilized to operate the Badger Book will only be that approved by the Commission for use, as conveyed to the Municipal user ("Approved Software"). The sunsetting, movement to an updated version, or prohibition of use, of current Approved Software will be ordered within the sole discretion of the Commission.
- B. **Badger Book Hardware:** One Badger Book station includes the main terminal computer with a touch screen for electronic signature capture, a wireless mouse, a wireless keyboard, a barcode scanner, a case of thermal printer paper, and a printer that can either be integrated into the terminal base column or as a stand-alone printer. Additionally, a router and a specific USB flash drive (a/k/a memory stick) must be purchased by Municipal User for each polling place. The router facilitates secure communication locally between the Badger Book machines. The USB drive is used to transfer data from an internet-connected computer to the Badger Book server machine, and this is the only method that may be employed by Municipal User to transfer this critical information.
 - i. The Badger Book is currently supported on the HP ElitePOS 141 Point of Sale retail terminal, and this is the only Commission-approved hardware for use with Badger Book software.
 - ii. Additional hardware may be approved by the Commission at a future date. This MOU will not be nullified or otherwise invalidated by a Municipal User's purchase or use of new Badger Book hardware configurations approved by an affirmative vote of the Commission or otherwise authorized by Commission staff through formal, written notification to Municipal Users or public postings directed to elections officials ("Approved Hardware").
 - iii. The sunsetting, or prohibition of use, of current Approved Hardware will be ordered within the sole discretion of the Commission. The Commission will use best efforts to plan, notify, and otherwise give advance notice to Municipal Users that a sunsetting of currently Approved Hardware is upcoming, so that Municipal Users will have time to prepare and budget for any required changes. The sunsetting or de-authorization of use for an Approved Hardware component/package will include, at a minimum, a loss of support for that hardware by the Commission or a future authorized support provider. The Commission may designate, in its exclusive discretion, a deadline at which the continued use of certain

hardware may result in a loss of license to use the Badger Book software (*e.g.*, hardware poses a significant security risk, a sunseting timeline has passed, etc.).

- iv. Use of hardware with the Badger Book software, other than Approved Hardware, is prohibited. Use of unapproved hardware with the Badger Book may result in the Commission immediately or subsequently revoking Municipal User's license to the software. The Badger Book hardware should not be used with any non-Commission authorized software, applications, internet connected activities, or purposes not associated with the administration of elections.

II. **Badger Book Software License**

- A. Badger Book is an on-premise software solution, which may be downloaded onto the Approved Hardware with the permission of the Commission staff, only after agreement to the terms provided within this MOU. Existing Municipal Users may be asked to retroactively agree to the terms of this MOU, and continued use is contingent upon such execution of these required terms.
- B. The Commission grants to Municipal User, solely for the uses authorized herein, a nontransferable, nonexclusive, terminable, limited license to the Badger Book software. Municipal User shall prevent unauthorized access to the Badger Book software and municipal hardware. The Commission requires installation of antivirus and antispyware software on the Approved Hardware and other internet-connected hardware used for uploading the extracted data into WisVote.
- C. The Badger Book software is licensed not sold to Municipal User. The Commission retains all rights, title, interest, and ownership over the software, as well as audit access to the Badger Book and licensed software therein.

III. **Badger Book License Use Provisions**

- A. Municipal User shall not, and shall not permit any third-party to: i) reverse engineer, decompile, or disassemble the Badger Book software; ii) attempt in any other manner to obtain the source code; iii) create derivative works of, or make modifications to the Badger Book software; iv) grant use of the Badger Book to any user not approved by the Commission as detailed herein; v) otherwise grant unauthorized access or visibility to ancillary systems such as WisVote and its protected data and information; vi) use the Approved Hardware or Badger Book software shall only be in accordance with the intended purpose and no other systems or solutions shall be placed on or utilized on the hardware.
- B. While some Approved Hardware may be enabled to have router connectivity, Municipal User shall only use that connectivity to allow the Approved Hardware (*i.e.*, Badger Books) to connect securely to each other within the polling place. **At no time should Approved Hardware ever be connected to the internet or any other network outside the polling place. Municipal User may wish to disable or otherwise block such functionality as it pertains to internet or outside connectivity.** Unauthorized connection of the Municipal User's Approved Hardware may result in loss of the user's license, or removal from the Badger Book program by the Commission.

IV. **Software and Approved Hardware Delivery/Implementation/Use**

- A. Municipal User will purchase Approved Hardware through the Commission-authorized vendors. The vendor has been granted authority to download the

Badger Book software onto the purchased units. Municipal User is responsible for attending baseline, introductory training prior to the first election cycle for which the Approved Hardware will be used.

V. Allowance of Use and Program Requirements

- A. The Badger Book software license is provided to Municipal User free of charge. The only requirement for implementation and continued use is Municipal User compliance with the terms of this MOU. The joint obligations of the parties to this MOU include:
- B. Commission Requirements
 - i. Provide continued and free access to the Badger Book software.
 - ii. Provide reasonable, free software support, maintenance, and troubleshooting. This will include upgraded support and response times within one week of an election, and in the two days following an election, contingent upon Municipal User's continued compliance with the Commission's software update schedule.
 - iii. Provide reasonable hardware troubleshooting support.
 - iv. Continue to seek third-party software/hardware support for Municipal Users, that can be purchased by the user off of a competitively-procured state contract.
 - v. Provide baseline, train-the-trainer user training on the Badger Book, at no expense, to the authorized staff of the Municipal User. This may be initially conducted by Commission staff, or another trainer authorized by the Commission.
- C. Municipal User Requirements
 - i. Municipal Clerk and Deputy Clerk must remain certified and maintain required training hours every two years. Wis. Stat. § 7.15(1m) and Wis. Admin. Code EL 12.03(2).
 - ii. Authorized staff of the Municipal User, including but not limited to Municipal Clerk and/or designee, agree to attend introductory training provided by Commission staff or another trainer authorized by the Commission and provide such training to municipal election inspectors.
 - iii. An accurate user count of authorized municipal Badger Book users must be maintained, and that list shall be provided to the Commission upon request.
 - iv. Notification shall be given to the Commission each time new or additional Approved Hardware is purchased.
 - v. Municipal User must implement each required software update on all Badger Books in their possession, as required by the Commission, and on the schedule provided by the Commission. Non-compliance may result in revocation of the software license or removal from the program.
 - vi. All support requests to the Commission must be routed only through the Commission Helpdesk at Email: elections@wisconsin.gov or Phone: (608) 261-2028.
 - vii. The Badger Book shall be used, and elections must be conducted, in accordance with Wisconsin Statutes Chapters 5-10 and 12, as well as other applicable statutes, laws, and requirements placed on local

elections officials and Municipal Users. Paper pollbook copies should be prepared and maintained as a backup to the Badger Book.

- viii. If Municipal User is not a WisVote user ("Relier") and is part of an agreement with another jurisdiction to provide WisVote election system services, the provider ("WisVote Provider") must be a cosigner on this agreement. WisVote Providers are generally employees of the county in which the Relier is situated, but in some instances may be employees of another municipality.
- ix. Municipal User shall immediately report all suspected and actual Badger Book/software security breaches, improper system access, and noncompliance with this MOU to the Commission.

VI. Terms and Conditions of Badger Book Software License/Use

- A. **Term:** The term of this MOU, and the associated software license, are perpetual. Use and licensing of the software may be revoked by the Commission at any time for non-compliance with the terms of this MOU by the Municipal User. Revocation of a Municipal User's software license for reasons other than noncompliance requires ninety (90) days advance notice by the Commission. Municipal Users may withdraw from the Badger Book program at any time, but the Commission requests as much advance notice of potential or actual termination of program participation as possible. The Commission retains the right to require any reasonable withdrawal or return requirements associated with program participation and software usage.
- B. **Representations:** Each party to this MOU has and will provide accurate, current, and complete information. The signatories of this agreement are duly authorized to bind the parties to the terms stated herein. The Commission will use best efforts to create software updates to address functionality and security, and the Municipal User must implement such updates. Neither party will use or develop the software to infringe upon the intellectual property rights of third parties.
- C. **Warranties:** The Commission warrants that the Badger Book software will reasonably perform in accordance with program requirements and the purposes stated herein. Municipal User will only use the Badger Book software as authorized herein or as appropriate under the law. The Commission makes no warranty as to the performance or replacement of the Approved Hardware. Municipal User's sole recourse for hardware non-performance will be the manufacturer's warranty and similar guarantees. ALL OTHER WARRANTIES NOT DETAILED IN THIS MOU ARE DISCLAIMED AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- D. **Indemnification:** The parties to this MOU will indemnify each other to the extent allowable under Wisconsin law.
- E. **Confidentiality:** The Badger Book software, Approved Hardware, associated documentation, WisVote system, login credentials, and data within those systems are confidential under state and federal law, and to the extent they are not, are required to be kept confidential under the terms of this MOU. Municipal User shall maintain the confidentiality of each and all of those items to the greatest

extent allowable by law. Industry best practices shall be employed when creating and maintaining passwords (*e.g.*, unique/lengthy/complicated passwords, updating of passwords, etc.). Furthermore, both parties shall maintain the confidentiality of any other information or data which the other party designates or which a party knows or has reason to believe is proprietary or protected, in at least the same manner as the party maintains the confidentiality of its own information ("Confidential Information"). Each party may use Confidential Information only as permitted hereunder. Neither party shall disclose or provide any Confidential Information to any third-party and shall take necessary measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants including by completing appropriate individual nondisclosure agreements.

- F. Amendment: Any term changes, amendments, or addenda to this MOU must be in writing, executed by both parties. Changes to the program, Badger Book software, or Approved Hardware may require an addendum, new MOU, or the formal attachment of items such as a technical specifications or security-based document.

IN WITNESS WHEREOF, the parties have executed this MOU on the date shown below. The signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations on behalf of which they are signing.

BADGER BOOK USER

WISCONSIN ELECTIONS COMMISSION

Signed Date

Signed Date

Printed name

Printed Name

Municipality Name

County Name

WisVote Relier

If yes, WisVote Provider must sign below:

WISVOTE PROVIDER

Signed Date

Printed name

WisVote Provider Name (County)

**RESOLUTION NO. 2023-100
(9/12/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A SETTLEMENT AGREEMENT WITH DARLENE DAINES FOR THE 4 MILE
ROAD WATERMAIN AND SEWER ASSESSMENT**

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

WHEREAS, the Owner, Darlene Daines is the owner of property along 4 Mile Road, more specifically 13010 4 Mile Road.

WHEREAS, the Owner, Darlene Daines has been Special Assessed for the installation of Watermain and Sanitary Sewer along 4 Mile Road, in which the property received a benefit.

WHEREAS, the Village has agreed to a Settlement Agreement with several property owners along 4 Mile Road as a result of Racine County Case No. 2022-CV-520 and the Village Board has determined that the Settlement Agreement terms shall be offered to the remaining properties along 4 Mile Road that were special assessed for watermain and sanitary sewer which were not part of the case.

WHEREAS, the Owner, Darlene Daines has agreed and executed a Settlement Agreement with the same terms for the property located at 13010 4 Mile Road.

WHEREAS, the Caledonia Utility District has moved to authorize the Utility District President to execute the Settlement Agreement at the September 6, 2023 Utility District Meeting.

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

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Settlement Agreement between the Village of Caledonia and Darlene Daines as set forth in **Exhibit A** attached hereto and incorporated herein (the “Watermain and Sewer Assessment Settlement Agreement”), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Settlement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of September, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

**RESOLUTION NO. 2023-101
(9/12/2023)**

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A SETTLEMENT AGREEMENT WITH REBECCA KEEKU FOR THE 4 MILE
ROAD WATERMAIN AND SEWER ASSESSMENT**

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

WHEREAS, the Owner, Rebecca Keeku is the owner of property along 4 Mile Road, more specifically 13108 4 Mile Road.

WHEREAS, the Owner, Rebecca Keeku has been Special Assessed for the installation of Watermain and Sanitary Sewer along 4 Mile Road, in which the property received a benefit.

WHEREAS, the Village has agreed to a Settlement Agreement with several property owners along 4 Mile Road as a result of Racine County Case No. 2022-CV-520 and the Village Board has determined that the Settlement Agreement terms shall be offered to the remaining properties along 4 Mile Road that were special assessed for watermain and sanitary sewer which were not part of the case.

WHEREAS, the Owner, Rebecca Keeku has agreed and executed a Settlement Agreement with the same terms for the property located at 13108 4 Mile Road.

WHEREAS, the Caledonia Utility District has moved to authorize the Utility District President to execute the Settlement Agreement at the September 6, 2023 Utility District Meeting.

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

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Settlement Agreement between the Village of Caledonia and Rebecca Keeku as set forth in **Exhibit A** attached hereto and incorporated herein (the “Watermain and Sewer Assessment Settlement Agreement”), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Settlement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of September, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk

RESOLUTION NO. 2023-102
(9/12/2023)

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA TO
APPROVE A SETTLEMENT AGREEMENT WITH WILLIAM & JUDITH HURTIENNE FOR
THE 4 MILE ROAD WATERMAIN AND SEWER ASSESSMENT**

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

WHEREAS, the Owners, William & Judith Hurtienne are the owners of a property along 4 Mile Road, more specifically 13510 4 Mile Road.

WHEREAS, the Owners, William & Judith Hurtienne have been Special Assessed for the installation of Watermain and Sanitary Sewer along 4 Mile Road, in which the property received a benefit.

WHEREAS, the Village has agreed to a Settlement Agreement with several property owners along 4 Mile Road as a result of Racine County Case No. 2022-CV-520 and the Village Board has determined that the Settlement Agreement terms shall be offered to the remaining properties along 4 Mile Road that were special assessed for watermain and sanitary sewer which were not part of the case.

WHEREAS, the Owners, William & Judith Hurtienne have agreed and executed a Settlement Agreement with the same terms for the property located at 13510 4 Mile Road.

WHEREAS, the Caledonia Utility District has moved to authorize the Utility District President to execute the Settlement Agreement at the September 6, 2023 Utility District Meeting.

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

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Settlement Agreement between the Village of Caledonia and William & Judith Hurtienne as set forth in **Exhibit A** attached hereto and incorporated herein (the “Watermain and Sewer Assessment Settlement Agreement”), is hereby authorized, and approved, and the Village President and Village Clerk are authorized to execute said agreement and Village staff are authorized to take all such actions necessary in furtherance of the Settlement Agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of September, 2023.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Joslyn Hoeffert
Village Clerk