

COMMITTEE OF THE WHOLE MEETING AGENDA

Tuesday, January 14, 2025

Immediately following the Village Board Meeting, but not before 6:30 p.m.

Caledonia Village Hall - 5043 Chester Lane

Caledonia, WI 53402

1. **Meeting called to order**
2. **Roll Call**
3. **Approval of Minutes:** Committee of the Whole – December 10, 2024
4. **Public Comment** - Provides a two-minute opportunity for citizens to voice opinions to the Committee of the Whole. The Committee of the Whole cannot respond as this may conflict with open meeting requirements.
5. **Trustee Committee Updates**
 - A. Racine County Convention and Visitors Bureau Board Meeting Update – Fran Martin
6. **New Business**
 - A. Repeal and Replace Ordinance Title 7, Chapter 4 (Transient Merchant/Direct Seller)
 - B. Repeal and Replace Ordinance Title 2, Chapter 1 and Create Title 2/Chapter 2
 - C. Employee Handbook Update to be consistent with 2023-2025 PD Contract
 - D. Oak Creek Zone Baseball Park Use Agreement
 - E. Convergent Technologies, LLC Contract
 - F. 2025 Vactor 2100i Combination Sewer Cleaner Truck - Sole Source Equipment/Specific Brands
 - G. Suggested items to be placed on the next meeting agenda (*with no action*)
7. **Continuing Business**
 - A. Discussion & Review of Rainfall Intensity (*COW 12/10/24*)
8. **Adjournment**

**Committee of the Whole Meeting
December 10, 2024**

1 - Order

President Weatherston called the Committee of the Whole meeting to order at 6:30 p.m. at the Caledonia Village Hall.

2 – Roll Call

PRESENT: 5 – President Weatherston, Trustee Lambrecht, Trustee McManus, Trustee Wishau, and Trustee Martin

ABSENT: 2 – Trustee Pierce and Trustee Stillman

STAFF: Administrator Todd Willis, Public Services Director Tony Bunkelman, Village Engineer Ryan Schmidt, Finance Director Wayne Krueger, Development Director Peter Wagner, Police Chief Christopher Botsch, Fire Chief Jeff Henningfeld, Deputy Clerk Norgie Metzinger, and Clerk Jennifer Bass

3 – Approval of Minutes

A **motion** was made by Trustee Lambrecht to approve the November 12, 2024 Committee of the Whole meeting, seconded by Trustee Wishau. **Motion carried 4-0. Trustee Martin abstained.**

4 – Public Comment

The following people appeared to speak before the Committee:
None

5 – New Business

A. Ontech Systems contract for Information Technology Services

Motion by Trustee Wishau to recommend approval to the Village Board, seconded by Trustee McManus. **Motion carried 5-0.**

B. Operator License Application Review – John Springsteen, Sr.

Motion by President Weatherston to approve the license, seconded by Trustee Wishau. **Motion carried 5-0.**

C. Suggested items to be placed on the next meeting agenda (*with no action*)

1. Review and discussion of rainfall intensities

6 – Continuing Business

None

7 – Closed Session

A. **The Committee of the Whole will take up a motion to go into CLOSED SESSION**, pursuant to s. 19.85(1)(g), Wis. Stat., Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, **specifically**: to discuss a claim submitted by Antwaun Jackson.

Motion by Trustee McManus to go into closed session, seconded by Trustee Wishau.
Motion carried by the following roll call vote:

Ayes: 5 – Weatherston, Lambrecht, Martin, McManus, and Wishau

Excused: 2 – Pierce and Stillman

- B. **The Committee of the Whole reserves the right to go back into OPEN SESSION**, and possibly take action on the items discussed during the closed session and to move to the remaining items on the agenda.

Motion by Trustee McManus to go back into open session, seconded by Trustee Wishau.
Motion carried 5-0.


Motion by Trustee McManus to recommend that the Village Board pay the claim from Antwaun Jackson and facilitate an expedited purchase order to replace the item, seconded by Trustee Martin. **Motion carried 5-0.**

8 – Adjournment

President Weatherston adjourned the meeting at 6:49 p.m.

Respectfully submitted:
Jennifer Bass
Village Clerk

MEMORANDUM

Date: January 14, 2025
To: Committee of the Whole
From: Jennifer Bass 
Village Clerk/Treasurer



Re: Direct Sellers Ordinance and Supporting Processes

Overview

The proposed Direct Sellers Ordinance and Do Not Solicit list aim to address resident concerns about unwanted solicitations while ensuring accountability for direct sellers. These measures enhance safety, privacy, and quality of life in the Village.

Why the Ordinance Is Needed

- Resident Protection: Prevents disruptive and unwanted solicitations, empowering residents to control interactions with direct sellers.
 - Seller Accountability: Requires registration, ensuring sellers comply with Village regulations.
 - Community Balance: Focuses on regulating commercial activities while respecting constitutional protections for noncommercial speech.
-

Role of the SOP and Do Not Solicit List

- Provides a clear process for residents to opt into the list via an online form.
 - Ensures the list is updated weekly and renewed annually for accuracy.
 - Offers direct sellers transparent guidelines to comply with.
-

Conclusion

The ordinance and supporting processes create a balanced approach to protect residents and regulate direct selling activities. Approval is recommended to implement these measures effectively.

Attachments:

1. Standard Operating Procedure: Do Not Solicit List Management
2. Sample Do Not Solicit Form

Standard Operating Procedure Village of Caledonia Clerk's Office Do Not Solicit List Management

Purpose

To establish a clear and consistent process for creating, maintaining, and updating the Village's Do Not Solicit list, as required by the proposed ordinance governing direct sellers. This procedure ensures the privacy and preferences of Village residents are respected while facilitating compliance by direct sellers.

Scope

This SOP applies to the Village Clerk's Office, specifically the Deputy Clerk, who will oversee the management of the Do Not Solicit list.

Responsibilities

- Deputy Clerk: Responsible for maintaining and updating the Do Not Solicit list.
- Village Clerk: Ensures compliance with this SOP and provides oversight as needed.

Procedure

1. Creation of the Do Not Solicit List

- a. Residents may request to be added to the Do Not Solicit list by completing the online form.
- b. Submissions will be automatically collected and stored in the designated Microsoft Forms database linked to the Village Clerk's Office.

2. Weekly Updates

- a. The Deputy Clerk will: - Access the Microsoft Forms database every Monday.
- Compile all new submissions into the Do Not Solicit list. - Remove duplicate entries or incorrect submissions.
- b. Save the updated list as a secure, read-only file in the Clerk's Office database.
- c. Distribute the updated list to registered direct sellers via email or other agreed-upon methods.

3. Validation Period

- a. The Do Not Solicit list will be valid for one calendar year, from January 1 to December 31.
- b. Residents must reapply annually to remain on the list.

4. Notification to Residents

- a. In November, the Clerk's Office will: - Send an email reminder to residents on the current list, encouraging reapplication for the upcoming year. - Post reminders on the Village website and social media channels.

5. Compliance Monitoring

- a. Direct sellers will be informed of their obligation to adhere to the Do Not Solicit list as a condition of their registration.
- b. The list will be made available on the Village's website in a secure, accessible format for registered sellers.

6. Record Maintenance

- a. The Deputy Clerk will retain all submissions and the compiled lists in the Clerk's Office database for three years to ensure transparency and address potential disputes.

7. Addressing Errors

- a. Residents who believe they were omitted from the list or wish to withdraw their names may contact the Clerk's Office directly.
- b. The Deputy Clerk will resolve discrepancies within five business days of notification.

Review and Updates

This SOP will be reviewed annually by the Village Clerk's Office to ensure it remains accurate and effective. Any changes to the ordinance will be incorporated into the SOP promptly.

Effective Date

This SOP is effective immediately upon approval and will remain in effect until revised or revoked.

Village of Caledonia - Do Not Solicit List Registration

* Required

Thank you for your interest in joining the Village of Caledonia's Do Not Solicit List. By registering, you indicate that you do not wish to receive door-to-door solicitation at your property. Please complete the following information to be added to the list.

1. **First Name** - Enter your first name. *

2. **Last Name** - Enter your last name. *

3. **Address** - Provide the address of the property you wish to add to the Do Not Solicit list. *

4. **Phone Number** - Provide your phone number in case we need to verify your information. *

5. **Email Address** - Provide an email address to receive confirmation of your registration. *

Next

Page 1 of 3

Village of Caledonia - Do Not Solicit List Registration

* Required

Terms and Agreement

Acknowledgment

6. I acknowledge that by signing up, my information will be added to the Village of Caledonia's Do Not Solicit List. I understand that this list is shared with registered solicitors to ensure compliance. *

Yes, I acknowledge.

7. **Signature** - Type your full name as your signature *

Back

Next

Page 2 of 3

Microsoft 365

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

Microsoft Forms | AI-Powered surveys, quizzes and polls [Create my own form](#)

The owner of this form has not provided a privacy statement as to how they will use your response data. Do not provide personal or sensitive information. | [Terms of use](#)

Village of Caledonia - Do Not Solicit List Registration

Submission Confirmation

Once submitted, your information will be processed, and your address will be added to the Do Not Solicit List. Thank you for helping us maintain a respectful community!

[Back](#)

[Submit](#)

Page 3 of 3

 Microsoft 365

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.

Microsoft Forms | AI-Powered surveys, quizzes and polls. [Create my own form](#)

The owner of this form has not provided a privacy statement as to how they will use your response data. Do not provide personal or sensitive information. | [Terms of use](#)

Sec. 7-4-1 DIRECT SELLERS.

- (a) Findings and Purposes. This Section is based on the following findings and purposes:
 - (1) The Village finds that persons and organizations have been visiting and continue to visit private residential properties, as well as privately-owned businesses, for the purpose of selling goods and/or services.
 - (2) The Village has a substantial interest in protecting the community by collecting sufficient information to ensure that persons, without permanent ties to the area, who are engaged in direct selling are identifiable and accountable to the public.
 - (3) The Village has a substantial interest in protecting individuals' safety and privacy by reasonably limiting the hours of direct selling and requiring registration in a content neutral manner.
 - (4) The Village has a substantial interest in allowing individuals to determine their level of comfort with privacy and whether or not they want to receive solicitations for direct sales.
 - (5) Noncommercial speech is entitled to broader protection under the 1st Amendment to the United States Constitution than commercial speech, affording the Village a greater ability to regulate commercial speech than noncommercial speech.
 - (6) All of these goals and interests may properly be served by this narrowly tailored regulation which requires direct sellers to register prior to soliciting within the Village, reasonably limits the hours of activities and prohibits solicitation of occupants on property where residents have enrolled in the Village's "do not solicit" registry, or have a posted sign prohibiting such activities.
 - (7) This ordinance furthers the Village's substantial interest in balancing free speech and expression with the health, safety and welfare of the residents of the Village.
- (b) Registration required. No direct seller shall engage in direct sales within the Village without being registered as provided herein.
- (c) Definitions. As used herein, the following words and phrases are defined as follows:
 - (1) **"Charitable Organization"** means an organization that is described in section 501(c)(3) of the internal revenue code and that is exempt from taxation under section 501(a) of the internal revenue code, or a person who is or purports to be established for a charitable purpose as defined herein.
 - (2) **"Charitable Purpose"** means any of the following:
 - a. A purpose described in Section 501(c)(3) of the internal revenue code.
 - b. A benevolent, educational, philanthropic, humane, scientific, patriotic, social welfare or advocacy, public health, environmental conservation, civic, or other eleemosynary objective.
 - c. The purpose of a school club or school group, recognized and affiliated with a public or private school, having a program that includes fundraising campaigns to support the public or private club or group.
 - (3) **"Clerk"** means the Village Clerk.
 - (4) **"Direct Seller"** means any person who sells goods or services or takes orders for the later delivery of goods or services at any location other than that of a permanent merchant.
 - (5) **"Goods"** Includes personal property of any kind and shall include goods provided incidental to services offered or sold.

- (6) **“Permanent Merchant”** is a direct seller who, for at least one year prior to the consideration of the application of this section to such merchant, has continuously:
 - a. Operated an established place of business in the Village, or
 - b. Resided in the Village and now does business from a residence, if allowed by Title 16 of the Village’s Municipal Code pertaining to zoning.
- (d) Exemptions. The following shall be exempt from all provisions of this section:
 - (1) Any sale required by statute or by order of any court or any person conducting a bona fide auction sale pursuant to law.
 - (2) Persons solely engaged in acts of political or religious speech or the free exercise of religion to the extent such acts are protected under the Wisconsin and United States Constitutions.
 - (3) Products or services exempted by statute.
 - (4) Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within the Village and who delivers such goods in the regular course of business.
 - (5) Any person who has an established place of business where the goods being sold are offered for sale on a regular basis and in which the buyer has initiated contact with, and specifically requested a home visit by, such person.
 - (6) Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer.
 - (7) Any Village resident under the age of 19 who engages in direct sales for or on behalf of a charitable organization provided that (a) the person engaged in direct sales is not paid for such services and remits all proceeds from sales to the charitable organization, and (b) proof is submitted to the Clerk that such charitable organization is registered by the State or a letter from a public or private school administrator is provided that acknowledges the school affiliation of the school club or group and its program that includes fundraising campaigns to support the public or private school club or group.
- (e) Registration.
 - (1) Applicants for registration as a direct seller must complete and return to the Clerk a registration form furnished by the Clerk which shall require the following information:
 - a. Name, permanent address, telephone number, and, if any, of the applicant.
 - b. Photocopy of a Driver’s license or state issued ID of the applicant.
 - c. Name, address and telephone number of the person, firm, association or corporation or other entity that the applicant represents or is employed by or whose merchandise is being sold.
 - d. Temporary address and telephone number from which business will be conducted, if any, of the applicant.
 - e. Nature of business to be conducted and a brief description of the goods offered and any services offered.
 - f. Proposed method of delivery of goods, if applicable.
 - g. Make, model and license number of vehicles to be used by the applicant in the conduct of the business if applicable.
 - h. Cities, villages, and towns, not to exceed three, where the applicant most

- recently conducted similar business.
 - i. Statement as to whether the applicant has been convicted of any crime or ordinance violation substantially related to the applicant's business within the last five years, the nature of the offense and the place of conviction.
- (2) Applicants shall present to the Clerk for examination and copying:
 - a. A driver's license or some other proof of identity as may be reasonably required.
 - b. A certificate of examination and approval from an inspector or sealer of weights and measures from the Wisconsin Department of Agriculture, Trade and Consumer Protection where the applicant's business requires use of weighing and measuring devices.
 - c. A current seller's permit issued by the Wisconsin Department of Revenue to the business.
- (3) At the time a complete registration form is returned, a fee as set by the Village Board shall be paid to the Clerk to cover the cost of processing the application and the background investigation.
- (4) At the time a complete registration form is returned, the applicant shall also sign a statement appointing the Clerk as agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant if the applicant cannot, after reasonable effort, be served personally.
- (5) Upon payment of the fee and signing of the statement, the Village Clerk shall conduct a background investigation into the application to determine compliance with this section pursuant to Subsection E below.
- (f) Background Investigation.
 - (1) Upon receipt of each application, the Clerk shall complete an investigation of the statements made in such registration and make a determination on whether to approve the application within 10 business days. If no determination is made within that time, the application shall be deemed approved.
 - (2) Based upon the results of the background investigation, the Clerk may refuse to register the applicant if it is determined, pursuant to the investigation above, that:
 - a. The application contains any material omission or materially inaccurate statement, or the required documentation was not provided.
 - b. The applicant's license, permit or registration to engage in direct sales was revoked by one or more authorities in the last three cities, villages and towns in which the applicant conducted similar business.
 - c. The applicant was convicted of a crime, statutory violation or ordinance violation within the last five years, the nature of which is substantially related to the applicant's fitness to engage in direct selling.
 - (3) The Clerk's determination to refuse the registration shall be reduced to writing setting forth the reasons for the decision ("Initial Determination").
- (g) Appeal. Any person denied registration may appeal the Initial Determination through the appeal procedure under the provisions of Title 4 of the Code of Ordinances for the Village of Caledonia.

(h) Regulation of direct sellers.

(1) No person shall do any of the following upon visiting any business or residence in the Village:

- a. Falsely or fraudulently misrepresent the quantity, character or quality of any article or service offered for sale, or offer for sale any unwholesome or tainted food or foodstuffs, nor shall intentionally misrepresent to any prospective customer the purpose of his or her visit, nor the name of the business of his or her principal, if any, nor the source of supply of the goods, wares, merchandise or services which he or she sells or offers for sale, nor the disposition of the proceeds or profits of his or her sales.
- b. Keep any facilities or premises in an unclean or unsanitary condition or foodstuffs offered for sale uncovered and or unprotected from pathogens, dirt, dust and insects.
- c. Engage in door-to-door selling of goods, wares, merchandise, services, or soliciting other than between the hours of 9:00 a.m. to 9:00 p.m.
- d. Call on any dwelling or other place where a sign is displayed bearing the words "No Peddlers," "No Solicitors," or words of a similar meaning.
- e. Call at the rear or side door of any dwelling place, or remain on premises after being asked to leave by the owner, occupant, or any other person having authority over such premises.
- f. Use any permit provided by the Village after the expiration or revocation of the permit.
- g. Knowingly provide false information in the submission of any application or registration under this article.
- h. Trespass on residential property that has been listed on the "do not solicit for commercial sales registry (do not solicit registry)" by the owner or person in possession of that property as a property on which direct sellers may not enter for purposes of engaging in commercial speech of any kind. The do not solicit registry shall be maintained by the Village and be provided to all direct sellers and solicitors who wish to determine whether they have consent to visit certain private residences and other properties for purposes of engaging in commercial speech. It shall be maintained on the Village's website and updated weekly.
- i. Make any loud noises or use any sound amplifying devices to attract customers if the noise is capable of being plainly heard outside a one-hundred-foot radius of the source.


(2) Disclosure requirements.

- a. After the initial greeting and before any other statement is made to a prospective customer, a direct seller shall expressly disclose his/her name, the name of the company or organization the direct seller is affiliated with, if any, and the identity of goods or services being offered.
- b. If any sale of goods is made by a direct seller, or any sales order for the later delivery of goods is taken by the seller, the buyer shall have the right to cancel the transaction if it involves the extension of credit or is a cash transaction of more than \$25, in accordance with the procedure as set forth in § 423.203, Wis. Stats. The seller shall give the buyer two copies of a typed or printed

notice of that fact. Such notice shall conform to the requirements of § 423.203(1)(a), (b) and (c), (2) and (3), Wis. Stats.

- c. If the direct seller takes a sales order for the later delivery of goods, he shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance, whether full, partial or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date and whether a guarantee or warranty is provided and, if so, the terms thereof.
- (h) Records. The Chief of Police shall report to the Clerk all convictions for violation of this section and the Clerk shall note any such violation on the record of the registrant convicted.
- (i) Revocation of registration.
 - (1) Registration may be revoked by the Village Board, after notice and hearing, if the registrant made any material omission or materially inaccurate statement in the application for registration, made any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in direct sales, violated any provision of this section, or was convicted of any crime, ordinance or statutory violation which is directly related to the registrant's fitness to engage in direct selling.
 - (2) Written notice of the hearing shall be served personally on the registrant at least 72 hours prior to the time set for the hearing. Such notice shall contain the time and place of the hearing and a statement of the acts upon which the hearing will be based.
- (j) Severability. If any section, subsection, sentence or phrase of this ordinance shall be held invalid, illegal, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.
- (k) Conflicting Ordinances. All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby and to such extent repealed.

MEMORANDUM

Date: January 14, 2025
To: Committee of the Whole
From: Jennifer Bass 
Village Clerk/Treasurer



Re: Ordinance establishing a Municipal Board of Absentee Ballot Canvassers

The Village Clerk's office is requesting the establishment of a Municipal Board of Absentee Ballot Canvassers and Central Count location. The purpose of Central Count is to canvass all absentee ballots at a single location instead of at each polling place on election day. The Central Count location will be the Caledonia Public Safety Building Training Room.

Sec. 7.53(2)(a), Wis. Stats. allows that the governing body of any municipality may provide by ordinance that, in lieu of canvassing absentee ballots at polling places under s. [6.88](#), the municipal board of absentee ballot canvassers designated under s. [7.53 \(2m\)](#) shall, at each election held in the municipality, canvass all absentee ballots received by the municipal clerk by 8 p.m. on election day.

Prior to enacting an ordinance under this subsection, the municipal clerk or board of election commissioners of the municipality shall notify the elections commission in writing of the proposed enactment and shall consult with the elections commission concerning administration of this section.

The Village Clerk has already notified the Wisconsin Elections Commission (WEC) of the intent to establish a Central Count location, and received guidance on the requirements. In addition to passing the proposed ordinance, the Clerk must provide the WEC with a Central Count Standard Operating Procedure. This has been created and is attached to this memo.

The equipment required to operate a Central Count location has already been approved in the 2025 budget, and has been ordered. Equipment is scheduled to arrive in time for the next election, February 18, 2025, which will be the first election held in the Village of Caledonia with Central Count.

**ORDINANCE NO. 2025-XX
VILLAGE OF CALEDONIA**

**AN ORDINANCE TO REPEAL AND RECREATE TITLE 2, CHAPTER 1 OF THE
CALEDONIA MUNICIPAL CODE REGARDING GENERAL PROVISIONS AND
ELECTIONS, AND TO CREATE TITLE 2, CHAPTER 2 REGARDING ELECTIONS
AND ESTABLISHING A BOARD OF ABSENTEE BALLOT CANVASSERS**

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

1. That Chapter 1 of Title 2 of the Code of Ordinances for the Village of Caledonia be, and hereby is, repealed and recreated to read as follows:

“SEC. 2-1-1 LEGAL STATUS; GENERAL VILLAGE POWERS.

- (a) The Village of Caledonia is a body corporate and politic, with those powers granted by law. The Village shall be designated in all actions and proceedings by its name, as the Village of Caledonia.
- (b) The Village may:
 - (1) Sue and be sued.
 - (2) Acquire and hold real and personal property for public use and convey and dispose of the property.
 - (3) Enter into contracts necessary for the exercise of its corporate powers.

SEC. 2-1-2 VILLAGE POWERS.

The Village Board shall exercise all powers relating to Villages and conferred on Village boards by Chapter 61, Wis. Stats., the Village shall have said powers through its Board. This is a continuing grant of powers.”

1. That Chapter 2 of Title 2 of the Code of Ordinances for the Village of Caledonia be, and hereby is, created to read as follows:

**“CHAPTER 2
Elections**

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
2-2-1	Polling Places	2012-08 2017-11 2020-22	09/04/12 05/15/17 12/21/20
2-2-2	Village Board of Canvassers		
2-2-3	Board of Absentee Ballot Canvassers		

SEC. 2-2-1 POLLING PLACES.

The polling places in the Village of Caledonia shall be:

- (a) Caledonia Highway Garage
6922 Nicholson Road
- (b) Faithbridge Church – Franksville Campus
10402 Northwestern Avenue
- (c) St. Mesrob Church
4605 Erie Street
- (d) Caledonia Village Hall
5043 Chester Lane
- (e) Prince of Peace Church
4340 Six Mile Road
- (f) Grace Church
3626 Highway 31
- (g) Public Safety Building
5045 Chester Lane

State Law Reference: Section 5.25(2), Wis. Stats.

SEC. 2-2-2 VILLAGE BOARD OF CANVASSERS.

- (a) **Establishment.** Pursuant to Sec. 7.53(2)(a), Wis. Stats., there is hereby established a separate Municipal Board of Canvassers of the Village of Caledonia.
- (b) **Membership.** The Municipal Board of Canvassers shall consist of the Village Clerk and 2 other qualified electors of the Village appointed by the Village Clerk.
- (c) **Appointment and Terms.** The members of the board of canvassers shall serve for 2-year terms commencing on January 1 of each even-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.
- (d) **Duties.** They shall perform such duties as are provided to be performed by municipal boards of canvassers in the Wisconsin Statutes.

State Law Reference: Sec. 7.53(2)(a), Wis. Stat.

SEC. 2-2-3 VILLAGE BOARD OF ABSENTEE BALLOT CANVASSERS

- (a) **Establishment.** Pursuant to Sec. 7.52 and 7.53, Wis. Stats., there is hereby established a Municipal Board of Absentee Ballot Canvassers. The purpose of the board of absentee ballot canvassers is to canvass all absentee ballots at all elections held within the Village of Caledonia in one place.
- (b) **Membership.** The board of absentee ballot canvassers shall be composed of the Village Clerk, or a qualified elector of the city designated by the Village Clerk, and two other qualified electors of the city appointed by the Village Clerk. The Village Clerk may appoint additional inspectors to assist the board in canvassing absentee ballots, pursuant to Wis. Stat. §§ 7.30(2)(a) and 7.52(1)(b). In such case, an odd number of inspectors shall be appointed, and at no time may there be fewer than three inspectors who serve.
- (c) **Appointment and Terms.** The first term for the members of the board of absentee

canvassers shall expire on December 31, 2025. For subsequent terms, the members of the board of absentee ballot canvassers shall serve for two-year terms commencing on January 1 of each even-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.

- (d) **Duties.** In lieu of canvassing absentee ballots at polling places, the board of absentee ballot canvassers shall canvass all absentee ballots at all elections held in the village pursuant to procedures established by the state division governing elections.
- (e) **Public Notice.** The Village Clerk shall give at least 48 hours' notice of any meeting under this section.
- (f) **Other Postings.** The Village Clerk, no later than the closing hour of the polls, shall post at Village Hall and on the Village of Caledonia website, and shall make available to any person upon request, a statement of the number of absentee ballots that the Village Clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day. The posting shall not include the names or addresses of any electors.

- 2. That this ordinance shall take effect upon adoption and the day after publication as required by law.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of January, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

TITLE 2

Government and Administration

Chapter 1 General Provisions and Elections
 Chapter 2 Repealed
 Chapter 3 Town Board
 Chapter 4 Town Officers and Employees
 Chapter 5 Commissions and Committees
 Chapter 6 Ethical Standards

CHAPTER 1

General Provisions and Elections

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
2-1-1	Legal Status; General Town Powers	2021-11	11/15/21
2-1-2	Village Powers		
2-1-3	Voter Registration-redundant, set by state		
2-1-4	Polling Places	2012-08	09/04/12
2-2-1		2017-11	05/15/17
		2020-22	12/21/20
2-1-5	Election Poll Hours; Workers redundant, set by state		
2-1-6	Town Village Board of Canvassers		
2-2-3			

SEC. 2-1-1 LEGAL STATUS; GENERAL VILLAGE POWERS.

- (a) The Village of Caledonia is a body corporate and politic, with those powers granted by law. The Village shall be designated in all actions and proceedings by its name, as the Village of Caledonia.
- (b) The Village may:
 - (1) Sue and be sued.
 - (2) Acquire and hold real and personal property for public use and convey and dispose of the property.
 - (3) Enter into contracts necessary for the exercise of its corporate powers.

SEC. 2-1-2 VILLAGE POWERS.

The Village Board shall exercise all powers relating to Villages and conferred on Village boards by Chapter 61, Wis. Stats., the Village shall have said powers through its Board. This is a continuing grant of powers.

~~**SEC. 2-1-3 VOTER REGISTRATION.**~~

- ~~(a) Pursuant to the provisions of Sec. 6.27(2) of the Wisconsin Statutes, the Village of Caledonia elects that registration shall be required for all primaries and elections in the Village of Caledonia.~~
- ~~(b) The Village Clerk of the Village of Caledonia shall forthwith certify this action to the County Clerk and to the Secretary of State.~~

~~**SEC. 2-1-4 POLLING PLACES.**~~

~~The polling places in the Village of Caledonia shall be:~~

- ~~(a) Caledonia Highway Garage
6922 Nicholson Road~~
- ~~(b) Faithbridge Church – Franksville Campus
10402 Northwestern Avenue~~
- ~~(c) St. Mesrob Church
4605 Erie Street~~
- ~~(d) Caledonia Village Hall
5043 Chester Lane~~
- ~~(e) Prince of Peace Church
4340 Six Mile Road~~
- ~~(f) Grace Church
3626 Highway 31~~

~~State Law Reference: Section 5.25(2), Wis. Stats.~~

~~**SEC. 2-1-5 ELECTION POLL HOURS; WORKERS.**~~

- ~~(a) The voting polls in the Village of Caledonia, Racine County, Wisconsin, shall be open from 7:00 a.m. to 8:00 p.m. for all elections.~~
- ~~(b) The Village Clerk is authorized to determine the number of poll workers needed on election days.~~

~~**SEC. 2-1-6 VILLAGE BOARD OF CANVASSERS.**~~

- ~~(a) **Establishment.** Pursuant to Sec. 7.53(2)(a), Wis. Stats., there is hereby established a separate Municipal Board of Canvassers of the Village of Caledonia.~~
- ~~(b) **Membership.** The Municipal Board of Canvassers shall consist of the Village Clerk and 2 other qualified electors of the Village appointed by the Village Clerk.~~
- ~~(c) **Appointment and Terms.** The members of the board of canvassers shall serve for 2-year terms commencing on January 1 of each even-numbered~~

~~year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.~~

~~(d) **Duties.** They shall perform such duties as are provided to be performed by municipal boards of canvassers in the Wisconsin Statutes.~~

~~State Law Reference: Sec. 7.53(2)(a), Wis. Stat.~~

TITLE 2

Government and Administration

- Chapter 1 General Provisions and Elections
- Chapter 2 Elections**
- Chapter 3 Town Board
- Chapter 4 Town Officers and Employees
- Chapter 5 Commissions and Committees
- Chapter 6 Ethical Standards

CHAPTER 2
Elections

<i>Section Number</i>	<i>Title</i>	<i>Ordinance Number</i>	<i>Date of Ordinance</i>
2-2-1	Polling Places	2012-08 2017-11 2020-22	09/04/12 05/15/17 12/21/20
2-2-2	Village Board of Canvassers		
2-2-3	Board of Absentee Ballot Canvassers		

SEC. 2-2-1 POLLING PLACES.

The polling places in the Village of Caledonia shall be:

- (a) Caledonia Highway Garage
6922 Nicholson Road
- (b) Faithbridge Church – Franksville Campus
10402 Northwestern Avenue
- (c) St. Mesrob Church
4605 Erie Street
- (d) Caledonia Village Hall
5043 Chester Lane
- (e) Prince of Peace Church
4340 Six Mile Road
- (f) Grace Church
3626 Highway 31
- (g) Public Safety Building
5045 Chester Lane

State Law Reference: Section 5.25(2), Wis. Stats.

SEC. 2-2-2 VILLAGE BOARD OF CANVASSERS.

- (a) **Establishment.** Pursuant to Sec. 7.53(2)(a), Wis. Stats., there is hereby established a separate Municipal Board of Canvassers of the Village of Caledonia.

- (b) **Membership.** The Municipal Board of Canvassers shall consist of the Village Clerk and 2 other qualified electors of the Village appointed by the Village Clerk.
- (c) **Appointment and Terms.** The members of the board of canvassers shall serve for 2-year terms commencing on January 1 of each even-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.
- (d) **Duties.** They shall perform such duties as are provided to be performed by municipal boards of canvassers in the Wisconsin Statutes.

State Law Reference: Sec. 7.53(2)(a), Wis. Stat.

SEC. 2-2-3 VILLAGE BOARD OF ABSENTEE BALLOT CANVASSERS

- (a) **Establishment.** Pursuant to Sec. 7.52 and 7.53, Wis. Stats., there is hereby established a Municipal Board of Absentee Ballot Canvassers. The purpose of the board of absentee ballot canvassers is to canvass all absentee ballots at all elections held within the Village of Caledonia in one place.
- (b) **Membership.** The board of absentee ballot canvassers shall be composed of the Village Clerk, or a qualified elector of the city designated by the Village Clerk, and two other qualified electors of the city appointed by the Village Clerk. The Village Clerk may appoint additional inspectors to assist the board in canvassing absentee ballots, pursuant to Wis. Stat. §§ 7.30(2)(a) and 7.52(1)(b). In such case, an odd number of inspectors shall be appointed, and at no time may there be fewer than three inspectors who serve.
- (c) **Appointment and Terms.** The first term for the members of the board of absentee canvassers shall expire on December 31, 2025. For subsequent terms, the members of the board of absentee ballot canvassers shall serve for two-year terms commencing on January 1 of each even-numbered year, except that any member who is appointed to fill a permanent vacancy shall serve for the unexpired term of the original appointee.
- (d) **Duties.** In lieu of canvassing absentee ballots at polling places, the board of absentee ballot canvassers shall canvass all absentee ballots at all elections held in the village pursuant to procedures established by the state division governing elections.
- (e) **Public Notice.** The Village Clerk shall give at least 48 hours' notice of any meeting under this section.
- (f) **Other Postings.** The Village Clerk, no later than the closing hour of the polls, shall post at Village Hall and on the Village of Caledonia website, and shall make available to any person upon request, a statement of the number of absentee ballots that the Village Clerk has mailed or transmitted to electors and that have been returned by the closing hour on election day. The posting shall not include the names or addresses of any electors.

Village of Caledonia, Racine County

Central Count Absentee Ballot Processing

In lieu of processing absentee ballots at each polling place on election day, the Village of Caledonia will canvass all absentee ballots at Central Count, which will be located at the Caledonia Public Safety Building, Training Room, 5045 Chester Lane, Caledonia, WI 53402.

Clerk's Duties

- Shall give at least 48 hours-notice of the meeting of the Board of Absentee Ballot Canvassers under s.7.52, Wis. Stats.
- Notice shall be posted at village hall and on the municipal website, and will include where absentee ballot canvassing is to take place. Additionally, the notice will be provided to any media that has requested municipal meeting notices in accordance with Wisconsin Statute 19.84(1)(b) and municipal policy.
- Will appoint the Board of Absentee Ballot Canvassers in accordance with Wisconsin Statute 7.53(m)(b).
- The Clerk will assign additional Election Workers (EW) to work under the supervision of the Absentee Board of Canvass in accordance with Wisconsin Statute 7.52(1)(b).
- Will ensure that all members of the Board of Absentee Canvassers take an oath of office prior to performing their duties.
- Will bring absentee ballots to the CC location along with all absentee ballot logs.
- Posts on municipal website and in the clerk's office at village hall a statement of the number of absentee ballots that the clerk has mailed or transmitted to electors and that have been returned by the closing hour of 8:00 p.m. on Election Day in accordance with Wisconsin Statute 7.52(1)(c).

Board of Absentee Ballot Canvassers' Duties

- Convene the Board of Absentee Ballot Canvassers between 7 a.m. and 10 p.m. on Election Day to canvass absentee ballots in accordance with Wisconsin Statute 7.52(1)(a).
- Canvass all absentee ballots received before 8 p.m. in accordance with Wisconsin State Statutes as explained in the Election Day Manual.
- Complete a log of all activity that occurred during the Board of Absentee Ballot Canvassers Meeting (Inspector's statement).

Operating Procedures

A. Central Count Site Set-Up

1. The CC will be set up similar to a polling station, with the exception of voting booths. There will be one (1) tabulator for all Wards/reporting units, and three (3) BadgerBook electronic poll books for checking in absentee ballots and assigning voter numbers.
2. EW will verify that the tamper-evident seal number on each memory device door on the tabulator matches the number provided by the municipal clerk on the EL-104 Inspector's Statement. If it does not, contact the municipal clerk immediately.
3. EW will turn on the tabulator, print the zero tapes, verify the machine displays zero (0) voters, and then sign the bottom of the tapes as required.
4. The Chief EW will announce that Central Count is open and the Board of Absentee Ballot Canvassers has convened for the specified election and record the time of the opening on the Incident Log that will be attached to the EL-104 Inspector's Statement.

B. Processing of Absentee Ballots

1. EWs will record the seal numbers as required on the EL 104 Inspectors Statement for each container of absentee ballots before processing individual Wards/Reporting Units.
2. Ballots will be sorted by Ward, alphabetized within each Ward, then bundled by Reporting Unit. Each Reporting Unit may consist of two or more Wards. One Ward/Reporting Unit at a time will be processed and recorded on the absentee ballot log associated with those Wards.
3. At least two (2) EWs, working only in pairs, will begin to process absentee ballots. One EW will state the name of the voter out loud and verify the name is on the absentee ballot log. The other EW will enter the name in the BadgerBook once the ballot is confirmed to be valid.
4. EWs will double check the certificate envelope for the voter signature, witness signature and complete address and verify that envelope does not appear to have been tampered with.
5. EWs will open the absentee certificate envelope, remove the ballot and verify there is only one ballot, briefly inspect it for any tears or stray marks and verify it contains the municipal clerk's initials and is for the proper Ward. If the Clerk initials are missing, not it on the Inspector Statement and continue processing the ballot.
6. Once the ballot is confirmed as valid, the voter will be assigned a number in the BadgerBook, and that number will be written on the back of the ballot.
7. Ballots will then be given to a third EW to be inserted into the tabulator.
8. If there are any errors with the tabulator reading the ballot, a message will appear on the screen and EWs will follow the instructions to remedy the issue.
9. If there is an error and voter intent cannot be determined, EW may use the override function to count all readable votes on the ballot. If voter intent can be determined, the ballot and its envelope will be set aside to be remade.
10. After the ballot has been accepted by the tabulator, the EW will place the opened envelope in the "Used Certificate Envelopes for Absentee Ballots" bag.
11. At the conclusion of processing ballots for each Reporting Unit (which may consist of 2 or more Wards), carefully sort through the ballots to search for any eligible write-in votes.
12. Complete the write-in tally sheet for that Reporting Unit with the eligible (Registered) write-in votes. If there are none write "none" on the tally sheet provided. Three (3) EW must sign the write-in tally sheet, regardless of whether there were any write-ins or not.
13. Place all of the ballots into the plastic ballot bag (EL-101) for that Reporting Unit.
14. Place the absentee log and related forms off to the side and continue with the next Ward/Reporting Unit ballots until you are through processing all available ballots.

C. Remaking Absentee Ballots

Ballots may need to be remade for any of the following reasons:

- The ballot is torn or not readable by the voting equipment.
- The ballot is a paper ballot and needs to be remade onto an official ballot.
- The voting equipment is unable to read the ballot, but voter intent can be determined.
- The voter received the incorrect ballot for their Ward.

Steps for Remaking a Ballot:

1. Two absentee ballot canvassers must participate in remaking a ballot.
2. Retrieve a new ballot for that Ward from the municipal clerk's office.
3. Assign the remade ballot a number (sequential for each Ward beginning with 1) and write it on both the original and the new ballot in the space provided.
4. Document the voter name and Remade Ballot Number on the Remade Ballot Log.

5. Carefully copy votes from original ballot to the new ballot and have your partner verify accuracy and consistency.
6. Place the original ballot in the original remade ballot envelope (to be placed in the plastic EL-101 ballot bag at the end of the night).
7. Send the remade ballot through the tabulator.

D. Rejected Ballots

Absentee ballots with an incomplete certification (missing voter or witness signature or missing witness address) should be rejected after 8:00 p.m., which is the deadline for voters to rectify their incomplete certification.

1. Note the total number of rejected absentee ballots for each Reporting Unit on its corresponding Inspector Statement.
2. All rejected absentee ballots may be placed in the rejected ballot envelope after 8:00 p.m.

E. Returning Absentee Ballots on Election Day

- If a voter brings their voted, sealed, absentee ballot to any polling place other than Central Count, the voter will be instructed to take their ballot to Central Count.
- If the voter cannot get to the central count location before 8:00 PM on Election Day to return their absentee ballot, and they are prepared to vote, the voter can spoil their absentee ballot (make a tear in it and either take it home to throw away, or place in the Spoiled Ballots envelope for the EW/Clerk to store and eventually destroy) and then vote in person at their polling location.
- If a voter brings their voted, sealed, absentee ballot to the CC, the ballot will be processed accordingly. All absentee ballots dropped off at CC should be recorded on the “Dropped off on Election Day” log, for easy reconciliation in Wisvote after the election. Name, address, Ward, and Voter Number should be recorded.
- No ballots will be accepted after 8:00 p.m.

As usual, if a voter checks in at the polling location and BadgerBook displays “Absentee Issued,” the EW will be instructed to ask the voter “Our records show you were issued an absentee ballot, did you return that ballot?”

- If the voter’s response is No for any reason, they are issued a ballot to vote in person.
- If the voters response is Yes, but..... (for any reason, they are **NOT** issued a ballot).
- In both instances, the voter is instructed that any attempt to vote twice is a felony and will be referred to the District Attorney. The chair/co-chair can also call the Central Count Location for further instruction.

F. Closing Procedures

1. Announce the closing of the Absentee Ballot Canvass out loud. Closing the polls on the voting equipment machines may not occur until after 8:00 p.m.
2. Ensure all ballots have been processed and accounted for.
3. Close the polls on the tabulator and print results tape. Verify totals on the results tape match the number of voters on the BadgerBook report for each Reporting Unit. Record the total number of absentee ballots processed on the Inspector’s Statement. If any discrepancies are noticed, they should attempt to be resolved at this time.
4. Modem the results to the county. Verify the transmission was successful, then print additional result tapes as required.

5. Shut down the tabulator and other equipment. Remove the seals to the memory device doors and document on the Incident Report. Remove the memory cards and place them in the blue lanyard/pink envelopes provided by the County.
6. Once results have been verified and totals have been recorded, three (3) EWs must sign the following:
 - Results Tapes
 - Used Certificate Envelope of Absentee Electors (EL-103)
 - Rejected Ballot Envelope(s) (EL-102)
 - Ballot Bag (EL-101), with all voted ballots, including the original remade ballot envelope, sealed inside
 - Chain of Custody for memory cards and modem (Chief EW only)
7. Deliver all materials to the municipal clerk's office.
8. The municipal clerk will then turn all required materials in to the County Clerk.

SUPPLIES

The following supplies will be provided for each election to the Board of Absentee Ballot Canvassers:

- Three BadgerBook electronic poll books
- One laptop (to check absentee ballots dropped off at CC on Election Day into Wisvote)
- Absentee Logs for each Ward printed from the WisVote System
- Sealed blue canvas security bags containing voted absentee ballots sorted by Ward, Reporting Unit, and alphabetically. Seal number recorded on Incident Log.
- Sufficient clear plastic Ballot Bags (EL-101) for each Reporting Unit
- Sufficient large envelopes for Rejected Absentee Ballot Envelopes (EL-102)
- Sufficient clear plastic Used Certificate Envelope of Absentee Electors bags (EL-103)
- Sufficient large envelopes labeled for Remade/Reconstructed ballots
- Inspectors' Statements (EL-104) and Incident Logs for each Reporting Unit
- Chain of Custody log for tabulator memory cards and modem
- Write-in tally sheets for each Reporting Unit
- Blank Ballots for each Reporting Unit (for remaking ballots if necessary)
- Black pens for marking remade ballots
- Red pens for **numbering ballots**
- Voter Challenge Documents
- Observer Logs
- Payroll sign-in sheets
- Election Day Manual for reference
- Command Central tabulator manual or reference
- BadgerBook Manual or reference

MEMORANDUM



Date: January 14, 2025

To: Committee of the Whole
Village Board

From: Todd Willis
Village Administrator

Re: 2025 Employee Handbook Updates

1. The Employee Handbook (the “Handbook”) received a major update in Spring of 2022, and some supplemental updates in February 2024. The Employee Handbook is a living document that needs to be updated from time to time to reflect changes to employee laws, market conditions affecting recruitment, and simple language updates and clarifications. This memo outlines the current recommended changes to the current Handbook:

- A. Overtime Calculation and Compensation – Overtime Compensation – Special Rules

Reason for Change

On August 27, 2024, the Village Board approved Resolution 2024-093 to approve the Police Department exempt command staff to fill overtime shifts after first being offered to officers, detectives, and sergeants. These special overtime rules were not previously included in the Employee Handbook.

Change

"At the discretion of the Chief of Police, and with approval from the Chief of Police or his designee, in situations where there is an overtime assignment that needs to be filled, and there are no current subordinate staff (officers, detectives, sergeants, etc.) members who are qualified, able, or willing to voluntarily work the overtime assignment, the assignment may be filled by a member of the command staff (i.e. Lieutenants, Deputy Chief, etc.) working outside of their regular work hours. A command staff member working a posted overtime shift will be paid time and one-half overtime at the highest Sergeant overtime rate for these hours." **(Pg. 18)**

- B. Reimbursement of Clothing Allowance Policy – Police Management Employees

Reason for Change

On November 26, 2024, the Village Board approved the 2023 – 2025 CPPA Collective Bargaining Agreement (Police Contract) that included amended language previously included in the Employment Handbook.

Change

“For body armor and carriers purchased ~~after January 1, 2021~~, the Village will provide the initial issue body armor at threat level IIIA and carrier authorized by the Village and replace the authorized body armor according to the manufacturer’s replacement schedule, up to a maximum of **\$1,200** and to include within that **\$1,200** amount additional body armor and carrier accoutrements selected by the employee and authorized by the Chief only if the cost of the armor and carrier is less than **\$1,200**. An employee who needs body armor or the carrier replaced prior to the manufacturer’s replacement schedule, except if the body armor or carrier is destroyed due to on-the-job reasons, shall replace the body armor or carrier at his or her cost with armor or carrier authorized by the Chief of Police.” (Pg. 32)

C. Sick Leave Incentive Program – Police Department

Reason for Change

This was a new article added to the 2023 – 2025 CPPA Collective Bargaining Agreement.

Change

A Police Department employee hired on or after June 1, 2018 uses one or no sick days in a calendar year, then the employee shall receive one vacation day for use in the subsequent calendar year to be scheduled as vacation is scheduled. (Pg. 39)

**RESOLUTION NO. 2025-XXX
VILLAGE OF CALEDONIA**

**A RESOLUTION APPROVING UPDATES
TO THE EMPLOYEE HANDBOOK**

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

WHEREAS, the Village of Caledonia utilizes an Employee Handbook to govern employee conduct, rights, benefits, and other employee related matters; and

WHEREAS, the Employee Handbook was last updated in 2022, and again in 2024; and

WHEREAS, the updates included in the attached memo shall be incorporated into the Employee Handbook, which was presented to the Village Board on Tuesday, January 28, 2025;

NOW, THEREFORE, BE IT RESOLVED that the Caledonia Village Board approves the updates to the Employee Handbook as presented on January 28, 2025.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this ____ day of January 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

MEMORANDUM

Date: January 8, 2025

To: Parks & Recreation Advisory Committee
Committee of the Whole

From: Ryan Schmidt, P.E.
Village Engineer



Re: Park Use Agreement for Gorney Park East Diamond
Oak Creek Zone Baseball

Recommended Motions:

1. Move to recommend to the Village Board to approve the Park Use Agreement for Oak Creek Zone Baseball for the use of the East Diamond at Gorney Park in 2025.

BACKGROUND INFORMATION

Kevin Gabinski, on behalf of Oak Creek Zone Baseball, has requested the use and reservation of a diamond at Gorney Park for youth travel baseball. While the team's name is under Oak Creek, the large percentage of the kids playing are from Racine County. Per Village Standards and Title 12 of Village Ordinance, a Park Use Agreement will be required for a league to reserve the field. A draft version of this agreement has been included with this staff report and will be reviewed by the Village Attorney.

Staff has reviewed this request and believe this to be an acceptable use of the east diamond at Gorney Park. Parks Staff will be required to install and modify the current field conditions for proposed gamedays to include a 50' pitching rubber and 70' basepaths. This work is within the limitations of the department and its staff. The Park is used on Monday and Tuesday for softball/kickball leagues and the proposed date of Wednesday is acceptable to Village Staff. The standard league fee of \$413 dollars will be required for reservation and use of the diamond along with a \$400 refundable deposit due upon execution of the agreement.

Staff recommends approval. No motion is required from the Committee of the Whole.

**RESOLUTION NO. 2025-XXX
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO
A CONTRACT WITH CONVERGINT TECHNOLOGIES, LLC**

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

WHEREAS, the Convergent Technologies was the provider of the building security systems, including camera systems, access door locks, and other devices in the Public Safety Building; and

WHEREAS, the Village of Caledonia has the need for ongoing support, including preventative maintenance, for the above referenced products and software services; and

WHEREAS, the attached contract lays out the expectations of the support to be provided by Convergent to the Village of Caledonia and has been vetted by Ontech Systems personnel to ensure that the Village receives the necessary support for the Public Safety Building; and

WHEREAS, the funds have been designated within the 2025 adopted budget for the Police Department for the associated service support agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that contract between the Village of Caledonia and Convergent Technologies as described in Exhibit A which is attached hereto and incorporated herein subject to final review by Village Attorney and Village Administrator; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts or other documents necessary to implement this resolution.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this _____ day of January, 2025.

VILLAGE OF CALEDONIA

By: _____
Thomas Weatherston
Village President

Attest: _____
Jennifer Bass
Village Clerk

The logo for Convergint, featuring the word "convergint" in a lowercase, sans-serif font. The letter "i" is stylized with a vertical line through it. The logo is positioned inside a light blue circle on a dark blue background.

convergint

Village of Caledonia

Customer Support Program

12/1/2024

convergint

Max Maier - Account Executive

Village of Caledonia Preventative Maintenance Service Contract

CUSTOMER INFORMATION

Date: 12/1/2024 **Quotation #:** BH16735180CSP
To: Village of Caledonia **Attn:** Village of Caledonia
 5045 Chester Ln
 Racine, Wisconsin 53402

We are pleased to provide this proposal for your consideration. This quotation is valid for THIRTY (30) days.

BUSINESS OBJECTIVES

Following discussions and meetings with Christopher Botsch, Shawn Engelman and Wayne Krueger the Convergent team understands that Village of Caledonia is seeking a service solution that fulfills the following Business Objectives:

Business Objectives	Stakeholders
<ul style="list-style-type: none"> • Transform from run-to-failure to a proactive preventive maintenance approach, reducing the risk of unexpected equipment failures and unplanned downtime, leading to smoother operations and improved productivity. • Improve system uptime and compliance • Reduce risk to security system(s) and overall system network • Utilize third party resources for highly specialized and difficult to hire tasks • Contract-out redundant system maintenance tasks to free up key team members for higher & better use of resources • Drive down the system(s) Total Cost of Ownership 	<p>Christopher M Botsch – Chief of Police</p> <p>Shawny Engleman – Deputy Chief</p> <p>Wayne Krueger – Director of Finance</p>

CUSTOMER SUPPORT PROGRAM OVERVIEW

The intent of this Customer Support Program (CSP) is to partner with you in maintaining your system(s), minimizing malfunctions and associated downtime. Convergent is committed to providing long-term customer satisfaction and support throughout the service partnership.

A properly planned Customer Support Program will optimize the performance and integrity of your systems and extend the life of the systems without compromise to occupant safety and compliance.

As you walk through this proposal, you will see that the recommended services have been tailored to your unique needs and above business objectives.

RECOMMENDED SERVICES

Software Support Agreement (SSA): **Included** **Excluded**

The Software Support Agreement is required to **have access** to product manufacturer firmware and software updates, which keep systems operating with the latest technology and secured with the latest patches. It also provides Convergent access to the product manufacturer technical support team if technical support is required for system troubleshooting. **All labor associated with applying firmware and software updates is included in the PPM section below.** This option does not include any computer operating system updates or upgrades.

Password and Patch Management (PPM): **Convergent** **Customer**

Password Management:

Default, weak, and reused passwords pose a significant vulnerability to your security systems. Convergent offers unique password management solutions to protect your systems from compromise. By setting unique passwords on each system and site, we not only protect your security systems, but we also protect access to connected networks. Our industry-leading password management systems use 256-bit AES encryption to ensure that each system has unique, highly complex passwords that restrict access according to the principles of least privilege. Additionally, there is no integration or direct connection between Convergent's database of passwords and on-premises systems.

Software and Firmware Maintenance:

Convergent provides software updates and patches to ensure that your systems are maintained in accordance with manufacturers' recommendations and operating with the latest features, fixes, and vulnerability patches. Firmware, which controls the operation of network-connected devices, is also maintained in accordance with manufacturers' recommendations. Our specialists will install any compatible software and firmware patch releases to the system at the time of password change to ensure system functionality and security. Systems and frequencies are identified in the Scope of Work section of this proposal.

Limitations:

Please note that this offering does not include "user" passwords or settings and only covers access to specific security system devices. If the customer is self-performing PPM, please review the *Cybersecurity Services Coverage* page in this proposal.

Convergent will cover Genetec and Camera password and patch management, Customer to manage all other password and patch management

Preventive Maintenance **Included** **Excluded**

On a scheduled basis, Convergent will provide systems preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of system components.

Comprehensive Labor Coverage

Included Excluded

For these customers seeking to manage their financial risk associated with service and repair labor, this option provides system labor coverage on (1) Service Calls (2) System Troubleshooting & Diagnostics, and (3) Component Repair Labor. A one-time billable Pre-contract System Test is required to ensure that the system components are in good working condition prior to Convergent assuming responsibility for system labor coverage. Any components found to be deficient will either need to be replaced or excluded from the comprehensive equipment list.

Comprehensive Equipment Coverage

Included Excluded

Comprehensive equipment coverage includes the replacement of failed system components noted in the bill of material at no additional cost. This allows customers to mitigate potential financial risk that can be associated with unexpected repairs and/ or failed components.

Please note that failed or damaged equipment is based on the conditions noted in the terms and conditions of this proposal and excludes such items as natural causes or intentional damage. A one-time billable Pre-contract System Test is required to ensure that the system components are in good working condition prior to Convergent assuming responsibility for system equipment coverage. Any components found to be deficient will either need to be replaced or excluded from the comprehensive equipment list.

Note: Components will be replaced with same or similar technology available at the time of such replacement. Technology upgrades or system enhancements are not included as part of this coverage option. *Preventive Maintenance must also be included to qualify for equipment coverage.*

Remote Online Diagnostics

Included Excluded

Utilization of industry standard authentication technology to remotely access your system and resolve technical issues in real time resulting in a savings of both time and system downtime. A Convergent Support Specialist, with the support of a screen sharing session, will work directly with your personnel for initial call support and troubleshooting. If the issue cannot be resolved online, a more refined service response will result including the dispatching of a service representative.

This is under the assumption Convergent will be provided the ability to access the system remotely. This is based on a Time and Material rate

Embedded Specialist

Included Excluded

The Embedded System Specialist will report directly to Convergent, with day-to-day accountability to our customer. Specific goals will be established and progress against these goals will be measured quarterly during a formal goal review meeting. The Embedded System Specialist shall manage and administer standard, operational procedures, and assist personnel in day-to-day system operations. This option provides a dedicated resource ensuring system integrity, standardization, and continuity

Software Upgrade

Included **Excluded**

To keep up with changes in infrastructure and environment, software upgrades are mandatory to keep systems running at an optimal level. Our expertise covers various aspects of upgrades, including server migration, integration support, resource allocation, scheduled downtime management, and risk mitigation.

iCare Executive

Included **Excluded**

This valuable online service tool includes all the features of iCare Manager plus: real-time status, metric and custom report, access to “My Document Library” (i.e., document sharing platform), administrative privileges, and customized email notification.

System Administration and Data Redundancy Services

Included **Excluded**

Convergent will supplement your internal system administration support by providing valued front- end database management services. This valued service is intended to minimize system downtime and to ensure the system database is fully backed- up in the event of losing your valuable information. Services may include:

1. System programming changes
2. Standard & custom report set- up and report generation
3. On- sire or web- based system database back- up
4. General front- end system diagnostics

Battery Testing

Included **Excluded**

Over time, the batteries lose their ability to provide standby power required by the system in the event of primary power failure. Batteries should be replaced at specified intervals from date of manufacture or in accordance with manufacturer requirements. The only way to be assured the batteries will work is through proper load testing, which will be performed as required during a scheduled Test and Inspection or PM visit. Battery replacement is not included and will be billable.

Online Asset and Inspection Reporting

Included **Excluded**

Customer asset reporting includes the process of applying registered barcodes to system devices and loading their relevant information into a web-based database. Convergent’s web-based reporting system provides immediate documentation that the system and devices are being tested according to manufacturer’s and/or code requirements.

Storage Analysis

Included **Excluded**

Systems are installed based on calculations provided during the design of the original project. Over time, variables can impact the storage of your system records (e.g., scene complexity, amount of motion, light levels). This option includes an analysis of the recording to verify you receive the storage you require. If the storage is lower than desired, Convergent will discuss the available options. Upgrade of the system storage may require additional pricing.

COVERED EQUIPMENT

Bill of Materials (The Equipment)

The following bill of materials is intended to establish the baseline for this proposal. This bill of material is not intended to be a comprehensive list of all system parts.

Line	Qty	Annual Freq	Description
1	48	2	Access Control Door (9 Doors on Secured State System)
2	4	2	Access Control Panel (1 Access Control for Secured State System)
3	5	2	Audible Door Sounder
4	1	2	Badge Station
5	6	2	Intercom (Master Station)
6	21	2	Intercom (Slave/Field Station)
7	3	2	Power Supplies
8	43	2	Cameras (Hardware)
9	23	2	Controllers / I/O Boards (Hardware)
10	26	2	Network Connected Devices (Hardware)
11	39	2	Readers (Hardware)
12	4	2	Servers/Workstations Applications (Software)
13	15	2	Duress Buttons
14	12	2	Exterior Camera (mounted between 12 ft/3.6 m - 18 ft/5.5 m)
15	13	2	Interior Camera
16	18	2	Interior Camera (mounted between 12 ft/3.6 m - 18 ft/5.5 m)
17	1	2	Server

Software Support Agreement (SSA/SUSP)

The following bill of materials is intended to establish the baseline for this proposal. This bill of materials is not intended to be a comprehensive list of all system parts.

IMPLEMENTATION AND TRANSITION PLAN

We have developed a bi-directional transition plan in this Customer Support Program to mitigate risk and promote seamless transition of services. We seek your feedback to further refine the plan:

Schedule	Deliverable	Acceptance/Completed
Every 6 Months	Business objectives agreed on. Systems or functions requiring support are identified (access control, Intrusion, and video) Convergent performs preventative maintenance of 50% of the total assets each visit.	
11/7/2024	Site assessment completed; scope of services developed.	

TBD	Scope of services agreed Contractual T&C reviewed and agreed to.	
TBD	Transition completed. iCare customer portal set up and trained on usage (entering service calls, viewing current calls, etc.)	
Semi Annually	Periodic performance & compliance reviews with client management	

CONVERGINT: UNIQUELY QUALIFIED

Our people, culture, technologies, and service differentiate us from our competitors. Convergent is committed to being our customers’ best service provider with a culture of integrity, accountability, and excellence.



Our People | At Convergent, our greatest strength is our people. We hire and develop the industry’s most dedicated and qualified service colleagues and provide an aggressive certification plan in the latest technology innovations, industry trends, and regulations.



Our Technologies | Convergent maintains strong relationships with the world’s leading technology partners. Instead of being limited to one manufacturer, we promote non-proprietary systems, thus enabling you to avoid sole source dependency while ensuring long-term system and service flexibility and cost-effectiveness. We have service technicians certified across a wide range of systems, giving you the ultimate in peace of mind.



Our Services | Convergent designs service programs to meet each customer’s specific business goals by leveraging dedicated, certified colleagues to ensure system integrity and uptime. Convergent’s customer portal, iCare™, gives you real-time access to your service work orders, status, metrics reporting, and service spend by site. iCare is a fully integrated tool connected to all aspects of the Convergent enterprise, from customers to schedulers to technicians in the field. Our iCare portal promotes transparency, visibility, and accountability to you, our customer.



Our Programs | Our Customer Support Programs are customized *to you* based on industry best practices, compliance requirements, and your individual site and business objectives. Through this program, you will be given **priority on emergency service calls** along with **preferred service discounts on labor rates** in accordance with Convergent’s published Standard Rates.



Our Commitment | Our commitment to service excellence starts with supporting you where you are and meeting your internal compliance needs. Telephone diagnostic support is available for all Customer Support Program customers. Our on-call technicians will provide diagnostic and troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival. And the technician’s job is not complete until the testing or service call is formally documented into iCare.



Our Reach | Convergent delivers services across cities, countries, and continents - but focuses on serving you where you are. When you call us, you reach the local market office - not a centralized call center. When delivering complex services or projects for our customers, we excel at connecting partners and subcontracting partners to serve you the way you want to be served.

V's & B's

Our Culture | Convergent operates on a set of core Values and Beliefs that express our responsibility to our customers, colleagues, and communities. Our V's & B's are not just words on a page but are the very fabric of Convergent culture. Our daily commitment to these ideas is one key reason why our customers choose to do business with Convergent.

TOTAL INVESTMENT

Hourly Service Rates			
	Business Hours (8:00am to 5:00pm)	After Hours (Monday - Saturday)	Sunday & Holiday
Standard Rates	\$179/hr	\$268.50/hr	\$358/hr
CSP Rates	10% off Standard Rate	10% off Standard Rate	10% off Standard Rate

All Service Calls:

- Subject to a two-hour minimum
- Priority 1 (P1) emergency service calls will be billed at 1.5X (times) CSP Rates
- Billed based on technician travel time from portal to portal, including time on site
- Include a trip charge
- May include E-waste disposal fee

Clarifications:

- Service Rates above are subject to change over the course of this agreement and any change will be applied at the time of service.
- ****Year 1 Pricing has the 3-year Genetec Advantage Renewal Licensing included****

Agreement Details					
Agreement Start Date	1/1/2025				
Agreement Duration	3 Years				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total Investment	\$ 36,548.00	\$ 29,633.19	\$ 30,818.52		
Sales Tax	Price excludes applicable sales tax				
Payment Schedule	The agreement will be invoiced annually in the first month of the agreement period (Net 30 days) unless mutually agreed otherwise.				

Proposal Attachments:

- Clarifications, Qualifications, and Exclusions
- Convergent Technologies Terms and Conditions (Customer Support Program)

By signing below, I accept this proposal and agree to the Convergent CSP Terms and Conditions Version 3.0 (US AND CANADA) July 2023 contained herein.

Customer Name	Date
----------------------	-------------

Authorized Signature	Printed Name and Title
-----------------------------	-------------------------------

Convergent Technologies LLC	12/1/2024
-----------------------------	-----------

Business Name	Date
----------------------	-------------

	Maxwell D. Maier – Account Executive
--	--------------------------------------

Authorized Signature	Printed Name and Title
-----------------------------	-------------------------------

CLARIFICATIONS, QUALIFICATIONS, & EXCLUSIONS

Cybersecurity Services Coverage

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices for your organization (“Customer”).

Password & Patch Management (PPM):

Customer has been advised of Convergent Password & Patch Management (PPM) services. The PPM services and procedures may vary depending on the specific devices involved, but typically include periodically updating device passwords to meet complexity and password rotation requirements; securely managing those passwords on behalf of Customer; and periodically updating device firmware to incorporate vulnerability patches, enhancements, and bug fixes made available by the device manufacturer. Please ask your Convergent point of contact for more details on the specific PPM services available for your devices. **These services reduce the risk of cyber vulnerabilities.**

Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed — they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility. **IF CUSTOMER DECLINES THESE SERVICES, CUSTOMER ACKNOWLEDGES THAT CUSTOMER (AND NOT CONVERGINT) IS RESPONSIBLE FOR PERFORMING THESE SERVICES.**

Customer Responsibilities

1. Customer agrees to cooperate in the care of the Equipment and to promptly notify Convergent in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at iCare.convergent.com
2. Customer agrees to maintain at its expense, any software licensing agreements and installed software media required for the operation and or diagnostics of the Equipment.
3. Convergent shall be provided unobstructed access to all devices in the building for contracted services.
4. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. The device quantities listed are approximate counts that were estimated during the site walk. All currently installed devices will be included in the contracted service.
7. This proposal pricing is based on a 3 Year Customer Support Program package deal. Rates are subject to change if service length is changed.
8. Customer agrees that additional equipment of like nature may be added to this Agreement at the same pricing rates as included herein and prorated to match the applicable coverage dates. Equipment coming out of warranty will automatically be added to your contract to prevent lapse of coverage.
9. Customer agrees to obtain and pay for all permits and licenses, and to discharge any fines, imposed by any governmental body or agency relating to the Equipment, its operation or malfunction.
10. Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its Equipment and other property, which is not in the possession of Company. Company shall not be liable for losses made possible or arising out of Customer's or any of its contractor's failure to provide, maintain, use or properly monitor and respond to alarms and other security devices necessary to protect Customer's Equipment and other property.

Exclusions

1. Problems related to network issues, communication issues, source voltage problems and other issues not directly related to Equipment components, circuitry or software are not covered under the terms of this Agreement.
2. Consumable items are not included under this Agreement, such as carriers, print heads, batteries and other items consumed during normal use of the Equipment.
3. For Comprehensive Coverage on systems not installed by Convergent Technologies, parts and/or labor coverage will not take effect until the system has been fully inspected by Convergent Technologies and all deficiencies have been corrected.
4. The Annual Agreement Fee does not include costs for parts or labor incurred by Convergent for relocating equipment, changing set-up, changing original features or functions, modifications, or any major overhaul of the Equipment. If any Equipment is relocated, altered, or serviced by persons other than Convergent representatives during the term of this Agreement, then Convergent shall have the right to inspect the Equipment for any damage which may have occurred, and Convergent shall have the right to charge customer for parts and labor required to repair such Equipment at its prices and rates then in effect. If Customer refuses such inspection or repair, then Convergent has the option to delete such Equipment for coverage hereunder.

5. When in Company's evaluation, the Equipment or any major sub-system or major component thereof as so classified by Company 1) becomes worn out due to normal wear and tear or, 2) becomes obsolete or outdated due to advances in technology, Company will submit to the Customer a cost estimate for its replacement. If the Customer does not authorize such replacement (the cost of which is outside of this Agreement,) Company may terminate the portion of this Agreement which covers the affected Equipment.
6. **Convergint reserves the right to propose an annual adjustment to the Customer Support Program pricing if additional devices or appliances are added to the system during the term of the agreement.**

NOTE: REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

Village of Caledonia – Customer Support Program

Convergent Technologies Terms and Conditions (Customer Support Program)

Version 3.0 (US AND CANADA) July 2023

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Services is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE SERVICES

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the services set forth in the accompanying Proposal ("Services") and, subject to any changes or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") being maintained under this Agreement.

This Agreement assumes the systems and Third Party Products covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Costs adjusted accordingly.

No monitoring services, including UL listed monitoring, are included in the Services. Any such services shall be governed and provided by a separate agreement.

Customer agrees at no cost to Convergent:

- To provide access to all areas of the site for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the accompanying Proposal);
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

It is understood that repair, replacement and emergency service provisions apply only to the systems and Third Party Products covered by this Agreement and identified in the Agreement. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, are not included in this Agreement.

In the event that the systems or Third Party Products included in this Agreement are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:

- Require that the systems or Third Party Products impacted by the Modification Event be subject to reacceptance testing by Convergent;
- Require removal of the equipment impacted by the Modification Event from the scope of this Agreement, so that the Services hereunder will not apply to such equipment;
- Require termination of this Agreement upon thirty (30) days' notice to Customer, at Convergent's option.

THE SERVICES AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S SITE OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Services, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any materials comprising the Services, shall pass to Customer as the materials are incorporated at Customer's site subject to any end user license agreements. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such materials shall pass to Customer upon delivery to Customer's site.

SECTION 2. TERM

This Agreement will commence on the Services start date ("Start Date") and continue for the period of time specified in the accompanying Proposal ("Initial Term"). At the end of the Initial Term, this Agreement will renew automatically for successive terms of one year ("Renewal Term") and together with the Initial Term, the "Term". Either party may terminate this Agreement at the end of the Initial Term or at the end of any subsequent term by giving the other party no less than thirty (30) days written notice prior to the expiration date of the then current term of the Agreement.

SECTION 3. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. CSP Costs includes only the Services, including Third Party Products, set forth on Convergent's

Proposal, unless noted otherwise. Additional services or Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the CSP Costs upon invoice to Customer.

SECTION 4. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Services without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 5. WARRANTY

Warranties for Convergent's Services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 6. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Services with a change order signed by both parties. If Customer orders (i) any changes to the Services (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (e.g. frequency of visits), or (iii) causes any material interference with Convergent's performance of the Services, Convergent shall be entitled to an equitable adjustment in the time for performance and in the CSP Costs, including a reasonable allowance for overhead and profit.

SECTION 7. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgements; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the CSP Costs.

SECTION 8. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 9. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 10. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGINT, CONVERGINT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGINT AND CONVERGINT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT UNDER THIS AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE FIRST INCIDENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 11. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Services. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Services. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Services.

If during the course of its Services, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Services is to be performed, Convergent is entitled to stop the Services at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Services at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 12. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>, "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 13. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 14. PRICE ADJUSTMENT

Beginning on the one (1) year anniversary of the Start Date and annually thereafter for the Term of this Agreement, Convergent may automatically adjust the CSP Costs and Rates set forth in this Agreement: (i) by a percentage equal to the annual percent change in the Consumer Price Index ("CPI") for "All Cities, All Urban Consumers" as published by the Bureau of Labor Statistics of the U.S. Department of Labor (if the Services are performed in

the United States) or Statistics Canada (if the Services are performed in Canada) for the 12-month period ending December 31 of the prior year; or (ii) with five (5) days prior written notice, in excess of the CPI if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be provided and/or labor costs related to personnel responsible for performing the Services, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Services, and (e) such adjustment is supported by documentation or other evidence. The effective date of this adjustment shall be the first invoice in each new anniversary year. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 15. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its services without liability until Customer cures the breach.

SECTION 16. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Services are being performed, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 17. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of services pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

If Customer transfers ownership or management of the Customer's site to a third party, Customer will promptly provide Convergent with the new owner's or manager's contact information and take all such actions as are necessary to assign this Agreement to the third party.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.

Thursday, January 9, 2025

Committee of the Whole
5043 Chester Lane
Caledonia, WI 53402

RE: 2025 Vactor 2100i Combination Sewer Cleaner Truck – Sole Source Equipment/Specific Brands

Dear Committee of the Whole

The Caledonia Utility District is requesting to use the Sole Source Products/Specific Brands Exception in Ordinance 2-4-25(d)(3)(c)(ii) for the purchase of a 2025 Vactor 2100i Combination Sewer Cleaner Truck. The Caledonia Utility District is requesting the sole source exception because there is one proven source for the needed item. MacQueen is the local distributor of Vactor in Wisconsin.

The Vactor Combination Sewer Cleaner is being requested as a specific brands exemption because the Caledonia Utility District currently has a Vactor Combination Sewer Cleaner and the Vactor portion of the current truck has been very reliable and dependable. The operators are familiar with maintaining and operating the Vactor Sewer Combination Cleaner and MacQueen is very responsive to any type of repair or replacement parts that have been needed.

The cost for a 2025 Vactor 2100i Combination Sewer Cleaner Truck is \$591,709.00. The lead time for the truck is approximately 7 to 8 months from approval.

Consider moving to approve the exemption for the purchase of a 2025 Vactor 2100i Combination Sewer Cleaner Truck for the Caledonia Utility District.

Background Information

The Caledonia Utility District currently owns a 2014 Vactor 2100i Combination Sewer Cleaner Truck which has served the Utility very well. The Mack Truck chassis has begun to have issues with some of the electrical components. Utility personnel have nursed the Vactor Truck for the 2024 calendar year with the anticipation of replacing the current Vactor in 2027. Unfortunately, the frequent runs to MacQueen and/or RD's for the Mack Truck chassis have affected the required/desired sewer cleaning schedule. The sewer cleaning schedule has been affected to the point where the staff does not feel confident that the Utility District can wait to replace the Vactor Truck and complete the required cleaning.

Sincerely,



Anthony A. Bunkelman, P.E.
Public Services Director
Village of Caledonia



November 13, 2024

Request for Quotation:
One (1) New 2025 Vactor 2100i
Combination Sewer Cleaner



Prepared For:
Landon Kortendick
Caledonia Utility District
333 4-1/2 Mile Rd
Caledonia, WI 53402

Prepared by:
MacQueen
N60 W15835 Kohler Ln
Menomonee Falls, WI 53051



Landon,

The attached proposal lists all the options that make up the combined purchase price. The final sections explain the terms, MacQueen Services, training, and warranty for the proposed machine.

Thank you for this opportunity to submit this proposal on behalf of your equipment needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cody Pfennig".

Cody Pfennig
Sales Representative
MacQueen



MACQUEEN™

Product Description:

- ✓ Vactor 2100i PD, 16" Vacuum, 15-yard Debris, Combo, 1500 Gallons Water

Standard Features:

- ✓ 80 GPM/2500 PSI Jet Rodder Pump
- ✓ Operator Station Curbside Toolbox
- ✓ Aluminum Fenders
- ✓ Mud Flaps
- ✓ Electric/Hydraulic Four Way Boom
- ✓ Color Coded Sealed Electrical System
- ✓ Intuitouch Electronic Package
- ✓ Double Acting Hoist Cylinder
- ✓ Handgun Assembly
- ✓ Ex-Ten Steel Cylindrical Debris Tank
- ✓ Flexible Hose Guide
- ✓ (3) Nozzles w/ Carbide Inserts w/ Rack
- ✓ Suction Tube Storage
- ✓ 1" Nozzle Pipe
- ✓ 1-1/4" Nozzle Pipe
- ✓ 10' Leader Hose
- ✓ Flat Rear Door w/ Hydraulic Locks
- ✓ Dual Stainless-Steel Float Shut Off System
- ✓ Microstrainer Prior to Blower
- ✓ Debris Body Vacuum Relief System
- ✓ Debris Deflector Plate
- ✓ 60" Dump Height
- ✓ Debris Body-Up Message and Alarm
- ✓ Low Water Indicator On Screen w/ Alarm and Water Pump Flow Indicator
- ✓ 3" Y-Strainer at Passenger Side Fill with 25' Fill Hose
- ✓ Additional Water Tank Sight Gauge
- ✓ Liquid Float Level Indicator
- ✓ Digital Water Pressure Gauge
- ✓ 180 deg. Non-Extending Boom
- ✓ Front Joystick Boom Control
- ✓ Boom Hose Storage
- ✓ Boom Out of Position Message and Alarm
- ✓ 3" Y-Strainer at Water Pump
- ✓ Midship Handgun Coupling
- ✓ Side Mounted Water Pump
- ✓ Digital Hose Footage Counter
- ✓ Hose Reel Manual Hyd Extend/Retract
- ✓ Hose Reel Chain Cover
- ✓ Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity
- ✓ Hydraulic Tank Shutoff Valves
- ✓ Tachometer/Chassis Engine w/ Hour Meter

Cody Pfennig

Sales | Menomonee Falls, WI

macqueengroup.com

Mobile: (608) 769-9820

cody.pfennig@macqueengroup.com



MACQUEEN

- ✓ Water Pump Hour Meter
- ✓ PTO Hour Meter
- ✓ Hydraulic Oil Temp Alarm
- ✓ Tachometer and Hour Meter for Blower
- ✓ Circuit Breakers
- ✓ LED Lights, Clearance, Back-up, Stop, Tail & Turn
- ✓ Tow Hooks, Front and Rear
- ✓ Electronic Back-Up Alarm
- ✓ 7" Vacuum Pipe Package
- ✓ Emergency Flare Kit
- ✓ Fire Extinguisher 5 Lbs.

Additional Features:

- ✓ 304 Stainless Steel Water Tanks
- ✓ Remote Pendant Control With Cord
- ✓ Debris Body Washout
- ✓ 6" Rear Door Knife Valve w/ Camloc, Air Actuated, 3:00 Position
- ✓ Full Rear Door Swinging Screen
- ✓ Centrifugal Separators (Cyclones)
- ✓ Folding Pipe Rack, Curbside, 7" Pipe
- ✓ Folding Pipe Rack, Streetside, 7" Pipe
- ✓ Folding Pipe Rack, Rear Door, 7" Pipe
- ✓ Subframe Mounted, 2-Pipe Rack, 7"
- ✓ Rear Door Splash Shield
- ✓ Lube Manifold, w/ Lube Chart
- ✓ Air Purge
- ✓ Dual Side Water Tank Fill
- ✓ Debris Body Hydrant Fill w/ Air Gap
- ✓ Front Blower Controls
- ✓ Blower High Temp Safety Shutdown
- ✓ Digital Water Level Indicator
- ✓ Digital Debris Body Level Indicator Tied to Vacuum Relief
- ✓ 180 deg. 10' x 15' Rapid Deployment Boom
- ✓ Bellypack Wireless Controls
- ✓ Rotatable Boom Inlet Hose
- ✓ Heavy Duty RDB Hose
- ✓ Anti Plash Valve, Body Inlet
- ✓ Cold Weather Recirculator, PTO Driven, 25 GPM
- ✓ Rodder System Accumulator, Control at Hose Reel
- ✓ Handgun Couplers, Front and Rear
- ✓ Hydro Excavation Kit
- ✓ RDB Washout Coupling
- ✓ 800' x 1" Piranha Sewer Hose, 2500 PSI
- ✓ Hose Wind Guide, Auto, Indexing
- ✓ Rodder Hose Pinch Roller

Cody Pfennig

Sales | Menomonee Falls, WI

macqueengroup.com

Mobile: (608) 769-9820

cody.pfennig@macqueengroup.com



MACQUEEN™

- ✓ High Pressure Hose Reel – High Mount
- ✓ Final Filter and Silencer Ball Valve Drains
- ✓ Camera System, Front and Rear
- ✓ Rear Directional Control, LED Split Arrowboard
- ✓ Arrow Stick on Rear Diamond Plate Cover of Unit
- ✓ Corded Hand Light w/ Bumper Plug
- ✓ 14 Light Package, Strobe Lights, LED, Amber/Green
- ✓ Mirror Mounted Strobe Lights
- ✓ LED Mid-Ship Turn Signals
- ✓ Worklights (2), LED, Self-Leveling Boom
- ✓ Worklight, LED, Operator Station
- ✓ Worklight, LED, Passenger Side
- ✓ Worklight, LED, Driver Side
- ✓ Safety Cone Storage Rack - Post Style Located Behind Cab, Driver Side
- ✓ Toolbox, Front Bumper Mounted w/ (2) LED Side Markers
- ✓ Toolbox, Behind Cab, 16W x 30H x 96D
- ✓ (2) 7" x 90" Vacuum Pipe Weldment in addition to standard offering
- ✓ (2) 7" x 72" Vacuum Pipe Weldment in addition to standard offering
- ✓ (1) 7" x 36" Higbee Catch Basin Nozzle
- ✓ (3) Clamps in addition to standard offering
- ✓ 2026 Freightliner 114SD Chassis, Tandem Axle, 6x4, 370 HP, Auto, 66,000 GVWR, GHG

2025 Vactor 2100i.....	\$588,494.00
Freight In.....	\$900.00
PDI.....	\$1,415.00
Delivery and Operator Training.....	\$900.00
EQUIPMENT TOTAL.....	\$591,709.00

Option for Consideration:

Cold Weather Recirculator.....	\$2,254.00
--------------------------------	------------





MACQUEEN EQUIPMENT SERVICES:

- ✓ Full service-center located in Menomonee Falls, WI with over \$1,000,000 in parts stocked.
 - 70+ years of experience servicing sewer equipment in Wisconsin.
 - 29 years of experience servicing Vector, specifically.
- ✓ 7 factory qualified service technicians including over-the-road service.
- ✓ One of our Product Training Specialists, Travis Fritz or Tim Schell, will fully train operators upon delivery.
 - They can also be scheduled to come back in events such as new hires, turnover, or if operators simply want to refresh knowledge. Fees for non-delivery training sessions should be discussed with Travis and Tim.
 - They are available by phone for questions at any time:
 - Travis' mobile: (920) 263-7272
 - Tim's mobile: (262) 893-3611
- ✓ Free mechanic and operator training is offered at the factory as well. Dates will be provided by us when requested.
- ✓ Vector Training Academy App included: QR codes are now located on the truck so operators and mechanics can have training videos available to them via smartphone or tablet in the field.
 - Training videos include topics such as operator controls, maintenance, dumping, winterization and more.

PARTS AND SERVICE CONTACTS:

- ❖ Aaron Long – Service Manager
(414) 614-4799 | aaron.long@macqueengroup.com
- ❖ Bill Wellman – Parts Manager
(262) 252-4744 | bill.wellman@macqueengroup.com
- ❖ Travis Fritz – Over-the-Road Parts and Service Sales
(920) 893-3611 | travis.fritz@macqueengroup.com

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364



9-1-2021

ENGINEERED TO PERFORM BUILT TO LAST



VACTOR[®]
Subsidiary of Federal Signal Corporation



SUPERIOR POWER AND PERFORMANCE GUARANTEED

Vector, a Federal Signal company, is the largest manufacturer of sewer cleaning equipment in the world. What sets us apart is our commitment to quality, innovative design, superior performance, operating ease, and strong customer support. Together with our international dealers and partners we provide you with the powerful support and personalized service you need to get the job done.



OUR MODUL-FLEX® DESIGN LETS US ENGINEER THE IDEAL MACHINE FOR YOU

As a result of Vector's unique, trademarked Modul-Flex design, your equipment is engineered and manufactured to meet your specific and most demanding applications. Modul-Flex offers you both accuracy and flexibility, and essential operational advantages:

- Provides for maximum debris body and water tank capacities while ensuring optimum weight distribution on every truck
- Helps you meet local axle load distribution standards and safety regulations
- Center of gravity is calculated for each truck to ensure a safe configuration with optimal weight transfer
- Includes our aluminum water tanks that are warrantied for 10 years, and are customized to the right sizes, capacities, and locations to meet specific chassis requirements

THE CLEANING POWER YOU NEED TO HANDLE YOUR TOUGHEST SEWER CHALLENGES

In all Vactor equipment models you will find rugged and innovative features that deliver the performance you need to handle your most demanding sewer cleaning tasks.

VECTOR'S JET RODDER® SINGLE PISTON WATER PUMP FEATURES A STANDARD 2-YEAR WARRANTY

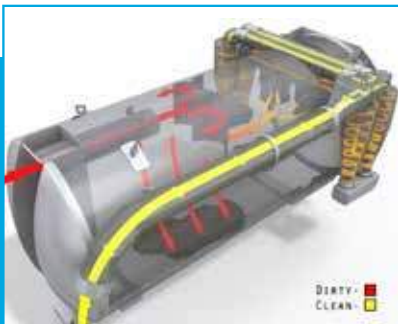
Purpose-designed for sewer system cleaning and refined over 50 years of proven performance, our unique high pressure water pump gives you the power to break up even the toughest blockages. The Jet Rodder pump is a positive displacement, high-pressure, double acting, hydraulically operated, single piston pump specifically designed for sewer cleaning operations, whose design allows for configurations up to 100 gpm US (378 lpm) @ 2000 psi.

- Creates a powerful “jackhammer” action to assist the nozzle in breaking up and penetrating obstructions
- Run dry protection for 30 minutes certified by Vactor
- Powered from the chassis engine without the need of auxiliary engine or belt drive
- Operates at 14 to 25 cycles per minute (typical configurations in continuous duty operations)
- The pump location provides a flooded suction inlet to eliminate potential cavitation damage or the need for a charge pump
- Single moving part reduces wear and tear of pump components and maintenance costs



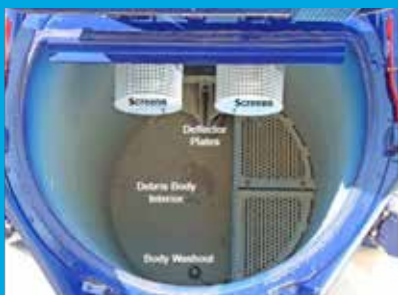
JET RODDER PUMP CONFIGURATIONS

Flow and Pressure	Power Requirements	Hose Size
40 gpm @ 2500 psi / 151 lpm @ 172 bar	73 hp / 54 kW	3/4 in or 1 in / 19 or 25.4 mm
60 gpm @ 2000 psi / 227 lpm @ 138 bar	88 hp / 66 kW	1 in / 25.4 mm
60 gpm @ 2500 psi / 227 lpm @ 72 bar	110 hp / 82 kW	1 in / 25.4 mm
80 gpm @ 2000 psi / 303 lpm @ 138 bar	117 hp / 87 kW	1 in / 25.4 mm
80 gpm @ 2500 psi / 303 lpm @ 172 bar	146 hp / 109 kW	1 in / 25.4 mm
100 gpm @ 2000 psi / 379 lpm @ 138 bar	146 hp / 109 kW	1-1/4 in / 31.75 mm



OUR CORROSION- AND ABRASION-RESISTANT DEBRIS BODIES CAN WITHSTAND YEARS OF WEAR

- Cylindrical for maximum strength
- Material: 3/16 in (4.7 mm) - single axle; 1/4 in (6.4 mm) - tandem axle
- Volumetric capacities: 5 yd³ (3.8 m³) 10 yd³ (7.6m³) 12 yd³ (9.2 m³) 15 yd³ (11.5 m³)
- Mounted on an independent sub-frame separate from the chassis frame via a 3-point mounting system to allow flexing to occur without causing frame damage
- Standard dump height allows easy body dumping at transfer stations or on containers: single rear axle configuration: 48 in (1.2 m); dual rear axle configuration: 60 in (1.5m)
- Features a dumping angle of 50° via a double acting hydraulic cylinder
- Standard dual air ducting system equipped with dual stainless steel floating balls inside corrosion resistant cages as a safety shutoff system
- Abrasion resistant deflector plates divert the air stream to the bottom as part of the first phase of debris separation
- Includes a load level indicator
- Centrifugal separators (cyclones) (optional in certain models) aid in material separation and help to prevent the ingestion of 50 micron or larger particulate into the vacuum generator



ENHANCED OPERATOR EXPERIENCE

Quieter engine design

Lower water fill point



Hose reel telescopes out up to 15" and rotates up to 270° for optimal positioning

High ground clearance

Patented twist lock pipe restraints

VACTOR 2100i OFFERS YOU GREATER OPERATING EASE AND EFFICIENCY



Vector's Multiflow system lets operators set the flow at a lower rpm resulting in better fuel economy without sacrificing performance



All water valves are located in the same mid-ship control station, reducing the amount of walking back and forth around the truck by the operator

VACTOR 2100i

INTUITIVE IN EVERY WAY.

NEW INTUITOUCH® ONE-TOUCH IN-CAB CONTROLS REDEFINE SIMPLICITY

- 7" touch screen control features back lit tactile buttons
- Includes controls and viewing screen for camera, lighting, recirculation and PTO/Transfer case activation
- One-Touch engagement to activate PTO and transfer case – allowing operators to gain control of all operational systems
- Operator can view the current operating mode, recirculation status, flows, pressures and more



NEW INTUITOUCH CONTROL STATION PUTS ALL CLEANING SYSTEM FUNCTIONS INTO A SINGLE, SIMPLE CONTROL PANEL

- Articulating controls with up/down adjustment for individualized maximum comfort – articulation allows the control panel to adjust on a 90 degree arc for better access and screen visibility while operating the hose reel and boom
- All controls are consolidated into a single control panel including a 7" dashboard screen with glove-friendly tactile buttons featuring at-a-glance data for water pressure and flow, hose footage, chassis RPM, vacuum information, water level*, debris tank level* and more

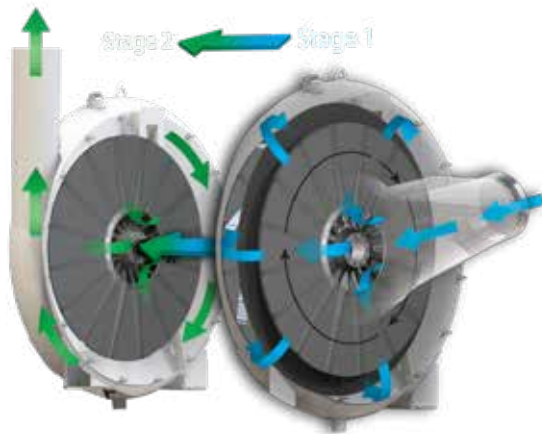


- New, reliable touch buttons with back lit feedback enable the operator to know if a selected function is active
- The hose reel joystick significantly improves response time and pays in and out in the direction of the hose reel
- The boom joystick has a telescoping feature built in, giving the operator full mobility with multiple direction boom movement for quicker set up
- Operators have full control of the water system via a single Multi-Flow control dial – enabling them to precisely match the flow and pressure to the job requirements
- E-stops located at all operator control points bring the unit to a safe condition to protect both the operator and the equipment

VACTOR 2100i COMES IN THE CONFIGURATION YOU NEED

OUR POSITIVE DISPLACEMENT (PD) MODEL IS IDEAL FOR PULLING MATERIAL LONG DISTANCES

With blower offerings providing inlet volumes in excess of 5000 CFM and 18 Hg vacuum, the Vactor 2100i PD is the machine you need to tackle your deepest pulls. In addition, our multi-stage blower filtration system is the most productive of its kind, and unique design features make the 2100i the most operator friendly unit available.



FOR ALL AROUND SERVICE, CHOOSE A SINGLE ENGINE, SINGLE OR DUAL STAGE FAN MODEL

Vactor's fan system is the right choice for all-around sanitary and storm sewer cleaning. Whether equipped with a single or dual (for greater vacuum) fan system, our lightweight, perfectly balanced aluminum fan provides superior performance to handle your toughest jobs. Our unique system also minimizes energy consumption while maximizing performance.

CENTRIFUGAL CYCLONES

Designed and located to improve air filtration and permit easier cleaning. The air enters the top side of the cyclone causing a vortex and any airborne particles to drop and be "dumped" with the rest of the load.



CUSTOMIZE YOUR 2100i WITH PERFORMANCE DRIVEN OPTIONS

RDB | 10

RAPID DEPLOYMENT BOOM

Our revolutionary RDB boom telescopes 10 feet out and extends the debris hose down 15 feet speeding work, and, in many cases, eliminating the need for additional tubes, reducing operator fatigue. The RDB 1015 offers you:

- Dramatic reduction in set-up and tear-down time with boom's ability to pay-in and pay-out 15 feet of vacuum hose
- Reach greater depths without raising the position of the boom to enhance speed and efficiency
- The ability to work in areas of low overhead clearance without raising the boom and still reach needed depths



WIRELESS CONTROLS

Vactor has enhanced its wireless controls with a belly pack and handheld remotes that feature two-way data transmission, including active pressure and flow information for the water and the ability to monitor hose footage being paid out or retracted. Our wireless controls also allow:

- Extensive operation with greater control away from the fixed operator station
- Multiple control functions including hose reel control, boom control, e-stop and more

OVER 100 PRECISION-ENGINEERED ENHANCEMENTS ARE AVAILABLE, INCLUDING:

- Cold weather recirculation system
- Liquid debris pump-off system
- Debris flush-out system
- Fail-safe hydraulic door locking system
- Water tank capacity up to 1,500 gallons (5,678 L)
- Pump delivery system up to 100 gpm
- Hose reel capacity up to 1,000 ft. (305 m)
- Automatic hose level wind guide
- Safety warning lighting packages
- Hydro-Excavation Kits

VACTOR WATER RECYCLERS CAN HELP YOU MINIMIZE COSTS AS YOU MAXIMIZE RESOURCES



You can maintain and repair sewer lines and save hundreds of thousands of gallons of fresh water every year with a Vactor Water Recycler. Beyond water savings, by eliminating the need to refill water tanks, you drive up productivity, cutting time, effort, and expense. Designed to work exclusively with our 2100i Series combination sewer cleaners, our Water Recyclers offer you:

- Continuous operation without stops
- 5-step water filtration process combining settling, centrifugal separation, and absolute filtration to 100 microns
- No need to enter the debris body for maintenance
- No moving parts inside the debris body
- Ground level access for washing coarse screen filter
- Automated back flush every 30 seconds
- Self-monitoring filter with low and high pressure shutdowns
- Water source selection—clean water, recycled water or both



5-Step Water Filtration Process

1. Initial Separation (inside the debris body by the deflector plates)
2. Coarse Screen Filter
3. Centrifugal Separation
4. Classification Filter
5. Final Settling

VACTOR SERVICE AND SUPPORT



PERFORMANCE UPGRADES

Your equipment represents a significant investment for your community or business. With our Performance Upgrades you can maximize the life, long-term value, versatility and performance of your equipment. Retrofit options include updates to add new safety, productivity and performance features.

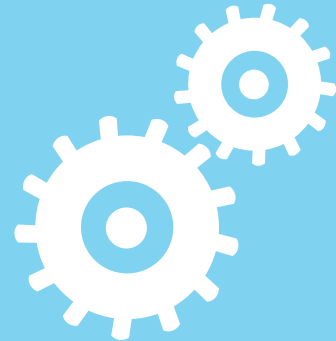


VACTOR REBUILD PROGRAM

This comprehensive service program is designed to keep your Vactor equipment operating at top performance.

Including:

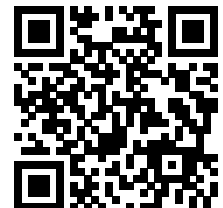
- An all-points vehicle inspection
- Genuine OEM replacement parts
- All work done by factory-trained technicians
- 10% parts discount
- Engineering improvements and retrofit options
- Equipment testing to factory specifications



OPERATOR, MAINTENANCE & SERVICE TRAINING

To help you and your team get the most from all the performance features we build into our equipment Vactor offers a comprehensive training program that includes hands-on classes on operation, maintenance and service.

LEARN
MORE



2100i SPECIFICATIONS

Model	2100i - FAN	2100i - PD
DESIGN	Exclusive Vactor Modul-Flex®	Exclusive Vactor Modul-Flex®
Air Mover	Single or Dual Stage Hydrostatic Fan	Roots / positive displacement
VACUUM RATING	--	Up to 27 in (685 mm) Hg
INLET VOLUME	--	Up to 5000 CFM
DRIVE	Chassis driven, direct drive	Chassis driven, direct drive
OMSI TRANSFER CASE	Hydrostatic	Direct driven off of chassis
FULLY HYDRAULIC BOOM	Proportional Boom Controls with 180° rotation	Proportional Boom Controls with 180° rotation
PICKUP HOSE	7 in or 8 in Diameter	7" or 8" Diameter
DEBRIS BODY CAPACITY	5 cu yd - 15 cu yd (3.8 m ³ - 11.5 m ³)	5 cu yd - 15 cu yd (3.8 m ³ - 11.5 m ³)
WATER TANK CAPACITY	1,000 gal - 1,500 gal (3,785 L - 5,678 L)	1,000 gal - 1,500 gal (3,785 L - 5,678 L)
WATER TANK CONSTRUCTION	Aluminum (10-year warranty)	Aluminum (10-year warranty)
WATER PUMP	Vactor Jet Rodder® Multi-Flow system	Vactor Jet Rodder® Multi-Flow system
WATER DELIVERY	60 gpm - 100 gpm at 2,000 psi - 3000 psi	60 gpm - 100 gpm at 2,000 psi - 3000 psi
PUMP ACTION	Continuous flow or Jack Hammer®	Continuous flow or Jack Hammer®
HOSE REEL	15 in Telescope, 270° rotation 800 ft x 1 in capacity (244 m x 2.5 cm)	15 in Telescope, 270° rotation 800 ft x 1 in capacity (244 m x 2.5 cm)
REAR DOOR	Flat, hydraulically opening with fail safe locks	Flat, hydraulically opening with fail safe locks
SMART TRUCK FEATURES	E-stops at all operator stations Flow / footage meters Smart messages	E-stops at all operator stations Flow / footage meters Smart messages
HAND GUN SYSTEM	35 ft of hose High Pressure Washdown gun	35 ft of hose High Pressure Washdown gun
CUSTOM CONFIGURATIONS		
Hose Reel	Up to 1,000 ft capacity (305 m)	Up to 1,000 ft capacity (305 m)
Multiple Boom Options	RDB 1015 10 ft Extendable Boom 10 ft Tele Boom 5 x 5 Boom	RDB 1015 10 ft Extendable Boom 10 ft Tele Boom 5 x 5 Boom
Axles	Single or Tandem Tri-Drive and Drop axles also available	Single or Tandem Tri-Drive and Drop axles also available
Controls	Wireless Belly pack Handheld Wireless Corded Pendant	Wireless Belly pack Handheld Wireless Corded Pendant
WATER RECYCLING AVAILABLE	NO	YES



OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

The Vactor 2100i is manufactured in an ISO 9001 certified, advanced industrial plant. We employ the latest technology to build the most reliable equipment, including high-precision laser cutters, robotic welding, efficient, accurate computer numerical controls, and a sophisticated powder coating system.

When you build a quality product you can back it up with a full one-year, unlimited hours warranty. Vactor also backs up your investment with superior local service and support. Our goal is to keep your machine—and your entire operation—up and running.

The 2100i can be customized to your unique requirements to meet local standards and regulations by means of a broad selection of configurations, options and accessories.

Through our international dealer network, we maintain a vast inventory of spare parts and offer fast shipment to any region of the world.

Altogether, the rugged, reliable Vactor 2100i is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



VACTOR

BRINGING YOU THE POWER YOU NEED TO PERFORM

Vactor Manufacturing, the world leader in sewer cleaning equipment, with more than 20,000 specialty vehicles sold worldwide in the last 15 years, is part of Federal Signal, a leader in integrated solutions for governments and industries worldwide.

Our mission is to provide you with not only the best equipment, but the best aftermarket service and support in the industry. Together, we can offer you comprehensive operator training and a vast parts inventory to cut downtime and keep your operation up and running.



VACTOR®

Subsidiary of Federal Signal Corporation

vactor.com

Vactor Manufacturing, LLC • 1621 South Illinois Street • Streator, IL 61364 USA
Phone 815.672.3171 • Fax 815.672.2779

Specifications subject to change without notice. Some products shown with optional equipment. Vactor®, JetRodder®, IntuiTouch®, and ParkNClean® are registered trademarks of Vactor Manufacturing, LLC. Products may be covered by one or more United States Patents and/or pending patent applications.

See: www.vactor.com/patents. Vactor Manufacturing, Inc. is a subsidiary of Federal Signal Corp.

Federal Signal Corp. is listed in the NYSE by the symbol FSS.

Effective Date 04/2024 P/N 00107-5 ©2024 Vactor Manufacturing
Printed in the USA

MEMORANDUM

DATE: Friday, January 10, 2025

TO: Committee of the Whole

FROM: Anthony A. Bunkelman P.E.
Public Services Director

RE: Rainfall Frequency & Intensity



BACKGROUND INFORMATION

At the December 10th Committee of the Whole Meeting, Trustee Martin asked that the Rainfall Frequency and Intensities be reviewed due to changing weather patterns.

Rainfall Frequency is the probability that a rainfall event of a certain magnitude would occur in any given year. These are often called return periods, recurrence intervals, or event frequency. We often refer to rainfall events as the 2-year storm, 10-year storm or the 100-year storm. These storms are essentially probabilities of a rain event occurring in any given year. The 2-year storm has a 50% probability of occurring in any given year, the 10-year storm has a 10% probability of occurring in any given year and the 100-year storm has a 1% chance of occurring in any given year. A 100-year storm does not mean that it will only happen once every 100 years.

Each of the rainfall frequency events (2-year, 10 year, & 100 year) that the Village uses in its storm water management reviews have been adjusted over time. The most recent information (Atlas 14) is provided by the National Oceanic and Atmospheric Administration (NOAA) in conjunction with the US Department of Agriculture Natural Resources Conservation Service (NRCS), Wisconsin DNR, and the Wisconsin DOT. The current rainfall frequency depths are 2-year = 2.67", 10-year = 3.77" and the 100-year = 5.92". See the attached Point Precipitation Frequency Estimates for Racine County. The Atlas 14 rainfall frequency depths have increased the previous rainfall depths by the following: 2-year – 3.9%, 10-year – 4.1% and 100-year – 0.7%.

In addition to the rainfall frequency depths, NCRS also developed new distribution curves consistent with Atlas 14 precipitation information. The MSE 3 distribution is a more intense storm distribution compared to the SCS Type II distribution which was previously used. The MSE 3 distribution has 70% of the storm rainfall occurring over the middle 4 hours. The distribution also is the most intense at the middle of the curve. Using the MSE 3 distribution creates approximately a 12% increase in peak discharge from the previous SCS Type II distribution. The MSE 3 distribution is intended to be conservative for design purposes.

SEWRPC has analyzed several of the heavy rain events that have occurred in the region with Atlas 14 probabilities. The heavy rain events that were looked at are the June 2008, July 2010, July 2017, May 2020, and September 2022 events. The June 2008 and the September 2022 events are the most relatable to Caledonia and the rainfalls fall within the following probabilities: June 2008 (7.55", 200-Year event, 0.5% probability) and September 2022 (9.76", 1,000-Year event, 0.1% probability).

At this time, I would not suggest any changes to the rainfall depths and distribution curves being used in the Village of Caledonia for Storm Water Management Plan reviews, but I would suggest that when additional rainfall events and data is available, a formal request is made to SEWRPC to review the rainfall frequency.

PRECIPITATION FREQUENCY

The below information was compiled to aid in stream and stormwater analyses and includes recommended precipitation depths and rainfall distributions, as well as recurrence interval determinations for recent storms in the Region. This information can be used for developing peak flows for use in floodplain mapping and stormwater analyses and design.

The most current precipitation depth-duration-frequency information for Wisconsin and Southeastern Wisconsin can be found in NOAA Atlas 14, Precipitation-Frequency Atlas of the United States, Volume 8, Version 2.0: Midwestern States (Colorado, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Dakota, Wisconsin), published in 2013. The report can be accessed [here](#).

The Wisconsin portion of the NOAA study that produced Atlas 14 was funded by the Wisconsin Departments of Natural Resources (WDNR) and Transportation (WisDOT) and the Commission. Commission staff recommend using Atlas 14 precipitation data in stormwater and floodland management applications. The data supersedes data provided in a Commission technical report on rainfall frequency prepared in 2000, which can be accessed [here](#).

The Commission still recommends its storm time distribution, issued on March 30, 2006, for use in stormwater and floodland management applications, including regulatory floodplain mapping studies, in Southeastern Wisconsin.

Atlas 14 precipitation frequency data for durations from 5 minutes to 60 days and frequencies of 1 year to 1,000 years are provided in tabular and graphical formats and as GIS-compatible ASCII grids on the NOAA Hydrometeorological Design Studies Center Precipitation Frequency Data Server (PFDS) [here](#). Generalized maps of the data are also provided, but NOAA recommends use of the PFDS point-and-click interface or the GIS-compatible ASCII grids to obtain precipitation values for analysis purposes.

Commission staff have coordinated with the United States Department of Agriculture Natural Resources Conservation Service (NRCS), WDNR, and WisDOT regarding the application of Atlas 14 in Wisconsin. Precipitation depths developed by NRCS for each county in Southeastern Wisconsin for durations ranging from 5 minutes to 60 days, and for recurrence intervals from one year through 1,000 years can be found [here](#).

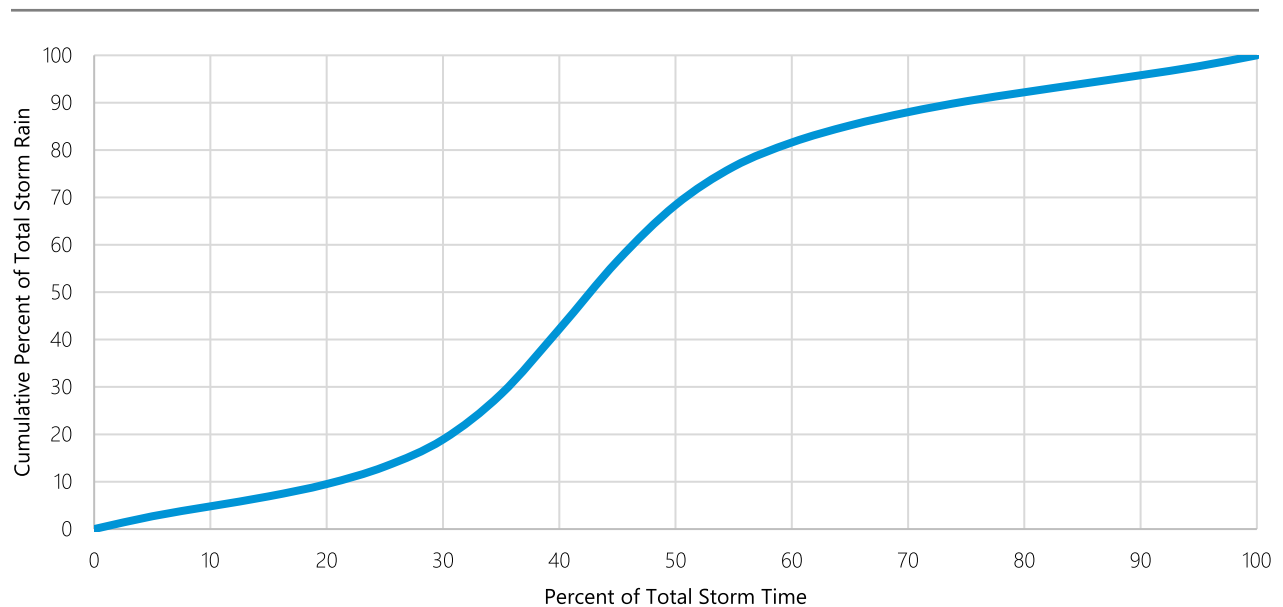
NRCS has also developed new distributions consistent with the Atlas 14 precipitation information. Technical guidance on this effort is now located at the USDA Field Office Technical Guide – WI (FOTG) website. Background information on the new distributions can be found [here](#) (see EFH-2-Estimating_Runoff.pdf). The MSE3 24-hour rainfall distribution can be found [here](#) (see New_WI_NRCS_MSE3_and_MSE4_Storm_Distributions_Data*.xls). The MSE3 distribution applies to the full range of storm durations.

Table 1
Commission-Recommended
Rainfall Distribution

Percent of Total Storm Time	Cumulative Percent of Total Storm Rain
0	0.0
5	2.7
10	4.8
15	6.9
20	9.5
25	13.2
30	18.9
35	28.5
40	42.2
45	56.6
50	68.4
55	76.5
60	81.6
65	85.2
70	88.0
75	90.3
80	92.2
85	94.0
90	95.8
95	97.7
100	100.0

Source: SEWRPC, 2/2024

Figure 1
Commission-Recommended Rainfall Distribution



WDNR has indicated that either the NRCS time distribution applicable to Southeastern Wisconsin or the 2006 Commission distribution presented in the table and figure above are acceptable for studies to delineate regulatory one-percent-annual-probability (100-year recurrence interval) floodplain boundaries. A description of the procedure used to develop the Commission distribution can be found [here](#). The Commission-recommended rainfall distribution was developed for a range of storm durations and depths, up to, and including, 48 hours.

It is recommended that either the Commission or MSE3 distribution be applied with the Atlas 14 precipitation information to develop design storms for a range of durations and the storm, or storms, producing the highest peak flow(s) be used for analysis purposes.

A joint [NRCS/Commission presentation on Atlas 14](#) provides summary information on the development and application of Atlas 14 precipitation frequency information.

Point precipitation frequency estimates (inches)										
NOAA Atlas 14	Volume 8	Version 2								
Data type: Precipitation depth										
Time series type: Partial duration										
Project area: Midwestern States										
Latitude (decimal degrees): 42.7553										
Longitude (decimal degrees): -88.0892										
PRECIPITATION FREQUENCY ESTIMATES										
by duration for ARI:	1	2	5	10	25	50	100	200	500	1000 years
5-min:	0.33	0.39	0.49	0.57	0.69	0.78	0.87	0.96	1.09	1.19
10-min:	0.49	0.57	0.72	0.84	1.01	1.14	1.28	1.41	1.59	1.74
15-min:	0.59	0.7	0.88	1.03	1.23	1.39	1.56	1.72	1.95	2.12
30-min:	0.83	0.98	1.23	1.45	1.74	1.97	2.2	2.44	2.75	2.99
60-min:	1.04	1.26	1.62	1.93	2.35	2.69	3.02	3.37	3.84	4.2
2-hr:	1.26	1.54	2.01	2.41	2.97	3.4	3.85	4.31	4.93	5.41
3-hr:	1.39	1.71	2.25	2.71	3.36	3.88	4.41	4.95	5.7	6.28
6-hr:	1.67	2.01	2.61	3.12	3.88	4.49	5.12	5.79	6.72	7.45
12-hr:	2.02	2.33	2.89	3.39	4.15	4.79	5.46	6.19	7.23	8.06
24-hr:	2.35	2.67	3.25	3.77	4.55	5.21	5.92	6.69	7.77	8.65
2-day:	2.64	3.06	3.77	4.39	5.3	6.04	6.81	7.63	8.76	9.66
3-day:	2.91	3.34	4.08	4.73	5.68	6.45	7.26	8.11	9.3	10.23
4-day:	3.14	3.58	4.33	4.99	5.96	6.74	7.57	8.45	9.68	10.65
7-day:	3.71	4.17	4.97	5.68	6.7	7.53	8.41	9.34	10.62	11.64
10-day:	4.22	4.73	5.58	6.33	7.4	8.27	9.17	10.12	11.43	12.47
20-day:	5.79	6.42	7.46	8.33	9.55	10.49	11.45	12.42	13.73	14.73
30-day:	7.17	7.94	9.17	10.17	11.51	12.52	13.51	14.49	15.75	16.68
45-day:	8.99	9.96	11.46	12.65	14.18	15.28	16.31	17.28	18.46	19.26
60-day:	10.58	11.74	13.51	14.87	16.58	17.76	18.82	19.79	20.88	21.57
Date/time (GMT): Tue Dec 17 20:04:52 2013										
pyRunTime: 0.0923898220062										



POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffrey Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF tabular](#) | [PF graphical](#) | [Maps & aerials](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.326 (0.272-0.404)	0.387 (0.322-0.479)	0.487 (0.404-0.603)	0.570 (0.470-0.708)	0.685 (0.547-0.868)	0.774 (0.605-0.989)	0.864 (0.654-1.12)	0.955 (0.695-1.26)	1.08 (0.756-1.44)	1.17 (0.801-1.58)
10-min	0.478 (0.398-0.591)	0.567 (0.471-0.702)	0.713 (0.591-0.884)	0.835 (0.688-1.04)	1.00 (0.801-1.27)	1.13 (0.886-1.45)	1.26 (0.957-1.64)	1.40 (1.02-1.84)	1.58 (1.11-2.11)	1.71 (1.17-2.32)
15-min	0.583 (0.485-0.721)	0.691 (0.575-0.856)	0.869 (0.721-1.08)	1.02 (0.839-1.26)	1.22 (0.976-1.55)	1.38 (1.08-1.77)	1.54 (1.17-2.00)	1.70 (1.24-2.25)	1.92 (1.35-2.58)	2.09 (1.43-2.83)
30-min	0.818 (0.681-1.01)	0.975 (0.811-1.21)	1.23 (1.02-1.53)	1.44 (1.19-1.79)	1.74 (1.38-2.20)	1.96 (1.53-2.51)	2.19 (1.66-2.84)	2.42 (1.76-3.19)	2.72 (1.91-3.65)	2.95 (2.02-4.00)
60-min	1.04 (0.866-1.29)	1.26 (1.05-1.56)	1.62 (1.34-2.00)	1.92 (1.58-2.38)	2.34 (1.87-2.97)	2.67 (2.09-3.42)	3.00 (2.28-3.90)	3.35 (2.44-4.42)	3.81 (2.68-5.12)	4.16 (2.86-5.64)
2-hr	1.26 (1.06-1.54)	1.54 (1.29-1.88)	2.00 (1.68-2.45)	2.39 (2.00-2.94)	2.94 (2.38-3.70)	3.38 (2.67-4.27)	3.82 (2.93-4.91)	4.28 (3.16-5.59)	4.90 (3.49-6.51)	5.37 (3.73-7.20)
3-hr	1.40 (1.18-1.69)	1.71 (1.44-2.07)	2.23 (1.88-2.71)	2.68 (2.25-3.26)	3.32 (2.71-4.15)	3.84 (3.06-4.82)	4.36 (3.37-5.57)	4.92 (3.66-6.38)	5.67 (4.07-7.50)	6.26 (4.38-8.34)
6-hr	1.68 (1.44-2.00)	2.00 (1.72-2.40)	2.57 (2.20-3.08)	3.08 (2.61-3.69)	3.81 (3.16-4.73)	4.42 (3.58-5.51)	5.06 (3.97-6.40)	5.74 (4.34-7.39)	6.69 (4.88-8.76)	7.44 (5.28-9.80)
12-hr	2.03 (1.76-2.39)	2.32 (2.01-2.74)	2.85 (2.46-3.37)	3.34 (2.87-3.96)	4.08 (3.44-5.02)	4.71 (3.87-5.82)	5.39 (4.29-6.76)	6.13 (4.70-7.82)	7.18 (5.32-9.32)	8.04 (5.78-10.5)
24-hr	2.36 (2.07-2.74)	2.66 (2.33-3.09)	3.20 (2.80-3.73)	3.70 (3.22-4.33)	4.47 (3.81-5.42)	5.12 (4.26-6.24)	5.82 (4.70-7.21)	6.59 (5.12-8.30)	7.68 (5.77-9.85)	8.57 (6.26-11.0)
2-day	2.65 (2.35-3.04)	3.04 (2.69-3.49)	3.72 (3.28-4.27)	4.32 (3.80-4.98)	5.20 (4.47-6.18)	5.92 (4.97-7.08)	6.68 (5.44-8.13)	7.48 (5.88-9.28)	8.61 (6.54-10.9)	9.50 (7.03-12.1)
3-day	2.90 (2.59-3.29)	3.32 (2.96-3.77)	4.04 (3.59-4.60)	4.67 (4.13-5.34)	5.59 (4.83-6.58)	6.34 (5.36-7.52)	7.13 (5.86-8.60)	7.96 (6.31-9.79)	9.12 (6.99-11.4)	10.0 (7.50-12.7)
4-day	3.12 (2.80-3.52)	3.55 (3.18-4.01)	4.29 (3.83-4.86)	4.94 (4.39-5.61)	5.89 (5.12-6.89)	6.66 (5.66-7.85)	7.47 (6.17-8.96)	8.33 (6.63-10.2)	9.52 (7.33-11.9)	10.5 (7.85-13.1)
7-day	3.67 (3.33-4.10)	4.15 (3.75-4.64)	4.96 (4.48-5.56)	5.67 (5.09-6.37)	6.69 (5.86-7.72)	7.52 (6.45-8.75)	8.37 (6.98-9.92)	9.27 (7.46-11.2)	10.5 (8.19-13.0)	11.5 (8.74-14.3)
10-day	4.18 (3.81-4.63)	4.70 (4.28-5.21)	5.57 (5.06-6.19)	6.32 (5.71-7.04)	7.40 (6.52-8.46)	8.26 (7.13-9.53)	9.14 (7.67-10.7)	10.1 (8.16-12.1)	11.3 (8.89-13.9)	12.3 (9.44-15.2)
20-day	5.71 (5.27-6.24)	6.34 (5.84-6.92)	7.37 (6.77-8.07)	8.24 (7.53-9.04)	9.43 (8.39-10.6)	10.4 (9.04-11.7)	11.3 (9.58-13.0)	12.2 (10.0-14.4)	13.5 (10.7-16.3)	14.5 (11.2-17.7)
30-day	7.06 (6.55-7.64)	7.81 (7.24-8.45)	9.01 (8.34-9.78)	9.99 (9.20-10.9)	11.3 (10.1-12.5)	12.3 (10.8-13.8)	13.3 (11.3-15.2)	14.2 (11.7-16.6)	15.4 (12.4-18.4)	16.4 (12.8-19.8)
45-day	8.81 (8.24-9.45)	9.76 (9.13-10.5)	11.2 (10.5-12.1)	12.4 (11.5-13.4)	13.9 (12.5-15.2)	15.0 (13.3-16.6)	16.0 (13.8-18.1)	17.0 (14.1-19.6)	18.1 (14.6-21.4)	18.9 (15.0-22.8)
60-day	10.3 (9.73-11.0)	11.5 (10.8-12.3)	13.3 (12.4-14.2)	14.6 (13.6-15.7)	16.3 (14.7-17.7)	17.5 (15.5-19.2)	18.6 (16.0-20.8)	19.5 (16.3-22.4)	20.6 (16.7-24.2)	21.3 (17.0-25.5)

¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS).

Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values.

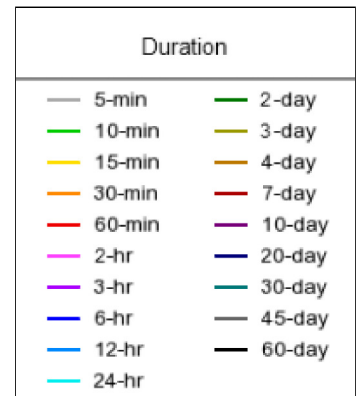
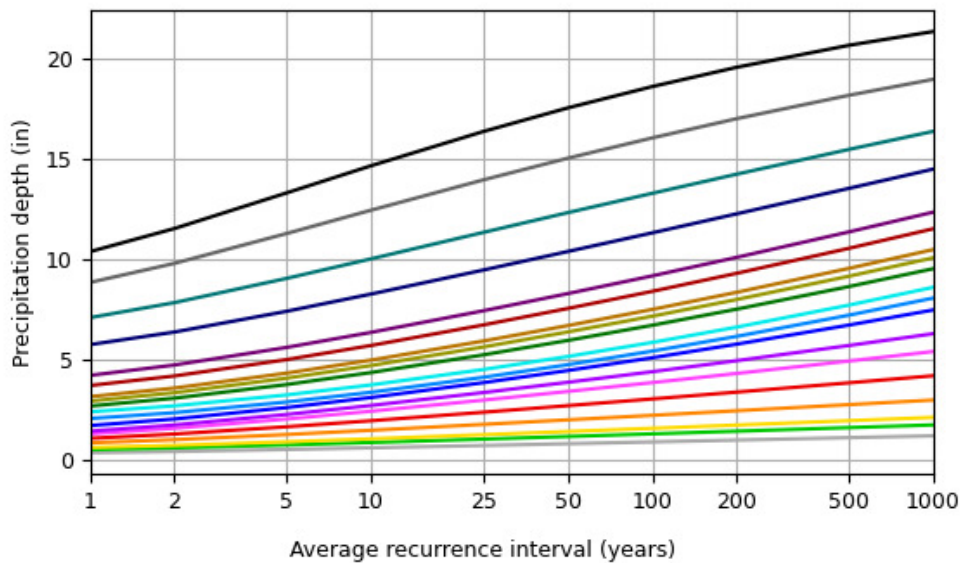
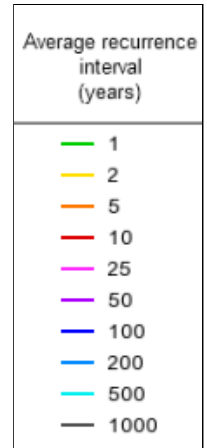
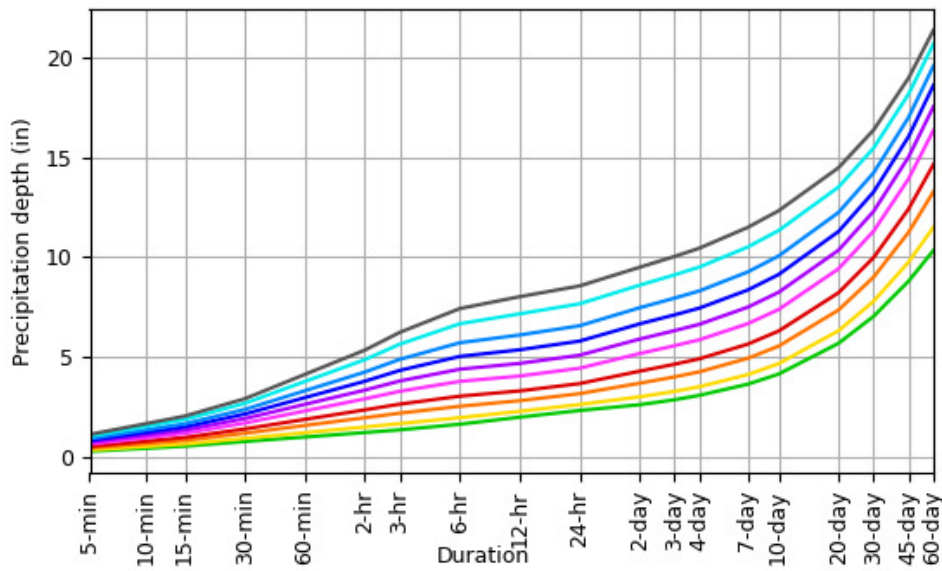
Please refer to NOAA Atlas 14 document for more information.

[Back to Top](#)

PF graphical

PDS-based depth-duration-frequency (DDF) curves

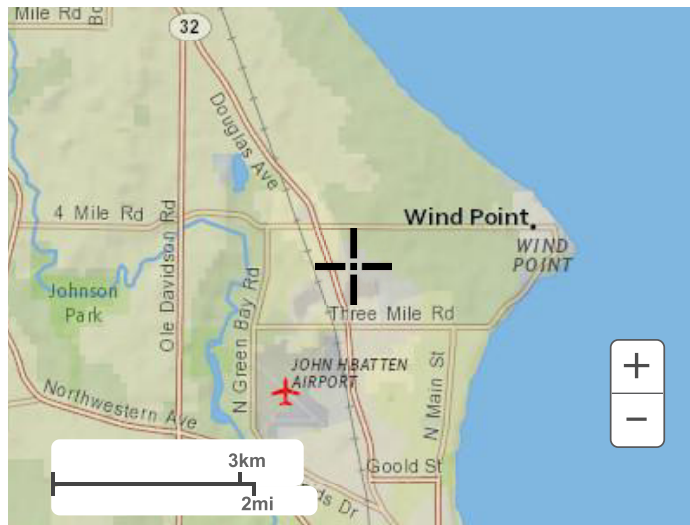
Latitude: 42.7787°, Longitude: -87.8017°



[Back to Top](#)

Maps & aerials

Small scale terrain



Large scale terrain



Large scale map



Large scale aerial



[Back to Top](#)

[US Department of Commerce](#)
[National Oceanic and Atmospheric Administration](#)
[National Weather Service](#)
[National Water Center](#)
1325 East West Highway
Silver Spring, MD 20910
Questions?: HDSC.Questions@noaa.gov

[Disclaimer](#)