

**Village Board Meeting Minutes
March 25, 2025**

1 - Order

President Weatherston called the Village Board meeting to order at 6:00 p.m. at the Caledonia Village Hall.

2 - Pledge of Allegiance

President Weatherston led the board in the Pledge of Allegiance to the Flag.

3 - Roll Call

PRESENT: 7 – President Weatherston, Trustee McManus, Trustee Wishau, Trustee Stillman, Trustee Martin, and Trustee Lambrecht. Trustee Pierce appeared via teleconference.

EXCUSED: 0

STAFF: Administrator Todd Willis, Finance Director Wayne Krueger, Village Attorney Elaine Ekes, Public Services Director Tony Bunkelman, Village Engineer Ryan Schmidt, Development Director Peter Wagner, Deputy Police Chief Shawn Engleman, Fire Chief Walter Leininger, Deputy Clerk Norgie Metzinger, and Clerk Jennifer Bass

4 – Approval of Minutes

Motion by Trustee Lambrecht to approve the minutes of the March 11, 2025 Village Board meeting, seconded by Trustee Martin. **The motion carried 6-0.** Trustee Pierce audio was not yet working.

5 – Public Comment

The following people appeared to speak before the Village Board:
None

6 – Appointments

A. Weed Commissioner – Joyce Brainard dba CLL Services, Inc

Motion by President Weatherston to appoint, seconded by Trustee Wishau. **Motion carried 7-0.** The Weed Commissioner was sworn in by the Village Clerk.

7 – Ordinances and Resolutions

A. **Resolution 2025-022** – Authorizing Root-Pike Watershed Initiative Network, Inc., to Complete the Enhancement of Chapla Park (*CoW 3/11/25, 7-0*)

Motion by Trustee McManus to approve the resolution, seconded by Trustee Wishau. **Motion carried 7-0.**

B. **Resolution 2025-023** – Authorizing the Award of a Contract for the Crawford Park Expansion Phase III Project

Motion by Trustee McManus to approve the resolution, seconded by Trustee Lambrecht. **Motion carried 7-0.**

8 – New Business

A. Approval of A/P Checks

Motion by Trustee Wishau to approve the A/P checks, seconded by Trustee McManus.
Motion carried 7-0.

B. Approval of US Bank List

Motion by Trustee Wishau to approve the US Bank List, seconded by Trustee Martin.
Motion carried 7-0.

9 – Closed Session

The Village Board 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”, and Wis. Stat. § 19.85(1)(e) “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session”, **specifically**: to discuss the proposed agreement to resolve the Januchowski dangerous dog issue.

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

Ayes: 7 – Weatherston, Lambrecht, Martin, McManus, Wishau, Pierce, and Stillman
Nays: 0

The Village Board 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 Lambrecht.
Motion carried 7-0.

[Resolution 2025-015 – Authorizing the Village of Caledonia to Enter Into an Agreement with Alberto Januchowski for the Keeping of Animals Previously Declared Prohibited and Release Of Claims \(VB 2/25/25 postponed\)](#)

Motion by Trustee Martin to approve the resolution, seconded by Trustee McManus. **Motion carried 7-0.**

10 – Adjournment

President Weatherston adjourned the meeting at 6:19 p.m.

Respectfully submitted:
Jennifer Bass
Village Clerk

**AGREEMENT FOR KEEPING OF ANIMALS PREVIOUSLY
DECLARED PROHIBITED AND RELEASE OF CLAIMS**

The Agreement (the "Agreement") documents the agreement between the Village of Caledonia (the "Village") and Alberto Januchowski ("Owner") relating to the custody of two dogs—Ellie, a grey pit-bull, and Griz, a tan/red pit-bull—described in the Prohibited Animal Notification dated October 14, 2024, attached hereto as Exhibit A (the "Prohibited Animal Notification"), but this Release is not limited just to the claims asserted in the Prohibited Animal Notification.

The Village agrees to allow the Owner to keep dogs Ellie and Griz at their current residence of 4652 Charles Street, Racine, Wisconsin (the "Owner's Property") with the understanding that they will be subject to compliance with the conditions outlined below:

1. **Maintain Health/Welfare**—The Owner agrees to maintain proper licenses and vaccinations for Ellie and Griz for the duration of their lives as required by Caledonia Municipal Code section 7-1-3(a).
2. **Restraint while on the Owner's Property: Fencing**—The Owner agrees to erect and maintain permanent, fixed fencing around the front, side and rear of the Property in a manner that will adequately maintain control of and restrict Ellie and Griz to the Property boundaries. All fencing shall be in compliance with Village ordinances, built to the satisfaction of the Village, and proper permits must be obtained. Attached Exhibit B is a diagram of the required fencing.
3. **Restraint while off the Owner's Property: Leashing**—While outdoors and not on the Owner's Property, Ellie and Griz must be:
 - a. Attached to a leash not less than 6 feet in length;
 - b. Muzzled in a humane way by a device sufficient to prevent the dogs from biting persons or other animals;
 - c. Under the control of a person who is over the age of 16 year old and who is capable of maintaining control of the dogs; and
 - d. To the extent practicable, kept at least 25 feet from any other domesticated animal.
4. **Failure to Maintain Control on or off the Owner's Property**—If it is discovered that either of the dogs are unleashed off the Owner's Property and/or if Ellie and/or Griz is involved in any bite incident or found to have charged at or attempted to bite any human or other domestic animal, the Owner further agrees to the following:

- a. If either one of the dogs is not leashed and muzzled in accordance with 3(b) above, and leaves the Owner's Property, the Owner agrees to permanently remove the dog(s) involved from the Village within 10 days; and
 - b. If either one of the dogs bites or charges or attempts to bite any human or other animal, the Owner agrees to voluntarily humanely euthanize the dog(s) involved in the incident within 10 days. If the Owner fails to do so, the Village shall have the right to take custody of the dog or dogs (if both are involved) and have the dog(s) humanely euthanized without seeking a court order under Wis. Stat. § 174.02(3).
5. **Park Prohibition**—The dogs may not enter or remain in any public park in the Village of Caledonia, including the Johnson Park Dog Run located at 4829 Hwy. 38, Caledonia, WI.
6. **Signage**—Within 10 days of the last party executing this Agreement, the Owner agrees to display signage in prominent places near all entrances to the Owner's residence identifying that there is a dangerous animal on the premises. This sign may read "Beware of Dog" or display similar generic language to convey the public's need to be aware of the propensity of the dogs to attack.
7. **Full Satisfaction and Release of Future Claims**—Owners understand that in making this Agreement they will have no right to make a claim against the Village and/or any of its agents, employees, or officers related to the Prohibited Animal Notification and actions taken under this Agreement, even if they later become dissatisfied with this Agreement for any reason whatsoever. In making this Agreement, all rights to bring any other claims arising from the Prohibited Animal Notification and this Agreement against anyone are fully extinguished, released and discharged. Finally, The Owner agrees to hold harmless and indemnify the Village and its agents, employees for any future harm caused by Ellie or Griz.
8. **Insurance**—The Owner shall maintain a homeowners or other insurance policy that covers incidents involving Ellie and Griz so long as the dogs remain on the Owner's Property. The Owner shall provide a certificate of insurance to the Village annually upon renewing Ellie and Griz's dog licenses.

In exchange for these promises, the Village agrees to allow the Owner to keep Ellie and Griz on the Owner's Property upon compliance with this agreement despite their designation as Prohibited Animals under the Village's ordinances.

The statements in this Agreement are contractual terms and are not mere recitals. Any questions concerning this Agreement shall be determined and governed by the terms of this Agreement and the law of the State of Wisconsin.

All parties signing below enter into this Agreement of their own free will and understand that this is a binding contract, enforceable by civil law.

VILLAGE OF CALEDONIA:

By: Thomas Weatherston
Thomas Weatherston,
Village of Caledonia President
Dated this ____ day of March 2025.

Attest: Jennifer Bass
Jennifer Bass,
Village of Caledonia Clerk
Dated this ____ day of March 2025.

OWNER: _

Alberto Januchowski
Alberto Januchowski
Dated this 9 day of March 2025.