
VILLAGE BOARD MEETING AGENDA
Tuesday, February 14, 2023 at 6:00 p.m.
Caledonia Village Hall - 5043 Chester Lane

1. **Meeting called to order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Communications and Announcements**
5. **Approval of Minutes**
 - Village Board – January 24, 2023
6. **Citizens Reports (citizen comments are in-person only)**
7. **Committee Reports**
 - A. Finance
 1. Approval of A/P checks
 - B. Legislative & Licensing
 1. Approval of New Class A Combo Liquor License/Caledonia C-Store, LLC/Trade Name - Sai Mart Caledonia – 13600 7 Mile Road/Dwarika Singh, Agent (*Legislative & Licensing Committee: 02/14/2023, Motion TBD*)
 2. Approval of New Class A Combo Liquor License/Billy's LLC/Trade Name – Billy's – 414 3 Mile Road/Balvir Singh, Agent (*Legislative & Licensing Committee: 02/14/2023, Motion TBD*)
8. **Ordinances and Resolutions**
 - A. **Resolution 2023-06** – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With The Racine County Economic Development Corporation For Economic Development Technical Assistance For 2023 (*Village Board Only*)
 - B. **Resolution 2023-07** – Resolution Authorizing The Awarding Of A Contract For Hot Mix Asphalt Paving In The Village Of Caledonia For 2023(*Village Board Only*)
 - C. **Resolution 2023-08** – A Resolution Of The Village Of Caledonia To Approve A Site, Building, & Operations Plan To Construct A ±4,534 Square-Foot Multi-Tenant Commercial Building Located At 601 4 Mile Road, Village Of Caledonia, Racine County, WI; Henry Grady, Applicant, Xiao Hua Kiu, Owner (*Planning Commission: 01/24/2023, Motion carried, 7/0*)
 - D. **Resolution 2023-09** – A Resolution Of The Village Of Caledonia Authorizing The Expenditure Of Impact Fees Not To Exceed \$55,000 For The Installation Of A Concrete Pedestrian Path And Open-Air Shelter At Maple Park (*Parks & Recreation Advisory Committee: 02/13/2023, Motion TBD; Finance Committee: 02/14/2023, Motion TBD*)
9. **New Business**
 - A. Ross Land Care Holding Tank for Ross Holdings, LLC Located at 12333 7 ½ Mile Road, Lot 1 CSM #3332 on Parcel # 51-104-04-22-06-019-010 (*Village Board Only*)
10. **Report from Village Administrator**
11. **Adjournment**

**Village Board Meeting
January 24, 2023**

1 - Order

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

2 - Pledge of Allegiance

3 - Roll Call

Board: President Dobbs, Trustee Stillman, Trustee Weatherston, Trustee Martin, Trustee McManus, Trustee Wishau and Trustee Folk (left at 6:45 PM).

Absent: None.

Staff: Also present were Public Services Director Anthony Bunkelman, Village Engineer Ryan Schmidt, Police Chief Christopher Botsch (arrived at 6:22 PM), Fire Chief Jeff Henningfeld (arrived at 6:22 PM), Finance Director Wayne Krueger, Development Director Peter Wagner, and Administrator Kathy Kasper. Attorney Elaine Ekes and Attorney Rebecca Shepro were also present.

4 – Communications and Announcements

5 – Approval of Minutes

Village Board –January 10, 2023

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

6 – Citizens Reports (citizen comments are in-person only)

7 – Committee Reports

7A - (Approval of A/P checks)

Village – \$ 662,844.31

US Bank – \$52,654.51

Motion by Trustee Wishau to approve the A/P checks as presented for \$ 622,844.31. Seconded by Trustee Martin. Motion carried unanimously.

Motion by Trustee Wishau to approve the US Bank list as presented for \$ 52,654.51. Seconded by Trustee Martin. Motion carried unanimously.

8 – Ordinances and Resolutions

8A – Resolution 2023-03 – Resolution Of The Village Of Caledonia Accepting Improvements For The West Johnson Avenue Extension (Village Board only)

Motion by Trustee Martin to approve Resolution 2023-03 – Resolution Of The Village Of Caledonia Accepting Improvements For The West Johnson Avenue Extension. Seconded by Trustee Weatherston. Motion carried unanimously.

8B – Resolution 2023-04 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Tyler Technologies Inc., For Assessment Services And Potential Market Revaluation Services (Village Board only)

Assessor Marty Kuehn was present and answered various questions presented by the Village Board.

Motion by Trustee Martin to approve Resolution 2023-04 – Resolution Authorizing The Village Of Caledonia To Enter Into A Contract With Tyler Technologies Inc., For Assessment Services And Potential Market Revaluation Services and striking the last whereas clause, Option 2, and opt for Option 1 for an annual reevaluation. Seconded by Trustee McManus. Motion carried unanimously.

9 – New Business

9A - Permission to apply for FEMA-AFG Grant for the Procurement of portable radios (Finance Committee: 01/24/2023, Motion TBD)

The Finance Committee recommended approval of this item unanimously and forwarded it to the Village Board for final approval.

Motion by Trustee Weatherston to approve the Permission to apply for FEMA-AFG Grant for the Procurement of portable radios. Seconded by Trustee Martin. Motion carried unanimously.

10 – Report from Village Administrator

The Administrator updated the Village Board.

The Development Director provided an update on Code Enforcement.

Prior to entering Closed Session, Trustee Folk announced his abstention from participating in the closed session item(s) and left the Village Board meeting at 6:45 PM

11 – Closed Session Items

11A. The Village Board may take up a motion to go into CLOSED SESSION pursuant to Sec. 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 the following:

- 1. Litigation in Racine County Case Number 2022CV000520 Mark Gracyalny, Four Mile Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski vs. Village of Caledonia and Caledonia Sewer and Water Utility District; and**
- 2. Litigation in Racine County Case Number 2021CV000950 Mark Gracyalny et al vs. Village of Caledonia et al**

Motion by Trustee Weatherston to go into Closed Session. Seconded by Trustee McManus.

Trustee Weatherston – aye

Trustee Wishau – aye

Trustee McManus – aye

Trustee Martin – aye

Trustee Stillman – aye

President Dobbs – aye

Motion carried, unanimously.

11B. The Village Board reserves the right to RECONVENE INTO OPEN SESSION to take possible action on the items discussed during the CLOSED SESSION and to move to the remaining item(s) on this agenda and any other agendas posted.

Motion by Trustee Weatherston to go into Open Session. Seconded by Trustee Stillman. Motion carried unanimously.

11C. RESOLUTION NO. 2023-05 - Resolution of the Village Board of the Village of Caledonia authorizing the Village to enter into a settlement agreement in Racine County Case No. 2022-CV-520 Mark Gracyalny, Four Mile Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski vs. Village of Caledonia and Caledonia Sewer and Water Utility District

Motion by Trustee Martin to approve Resolution 2023-05 - Resolution of the Village Board of the Village of Caledonia authorizing the Village to enter into a settlement agreement in Racine County Case No. 2022-CV-520 Mark Gracyalny, Four Mile Road, LLC, Mark and Debra Hammond, Thomas Michels and Shirley Mozejewski vs. Village of Caledonia and Caledonia Sewer and Water Utility District. Seconded by Trustee Wishau. Motion carried unanimously.

| | |
|---------------------------|----------------------|
| Trustee Weatherston – nay | Trustee Wishau – nay |
| Trustee McManus – nay | Trustee Martin – aye |
| Trustee Stillman – nay | |
| President Dobbs – nay | |
| Motion fails, 5/1. | |

12 – Adjournment

Motion by Trustee Weatherston to adjourn. Seconded by Trustee McManus. Motion carried unanimously.

Meeting adjourned at 7:26 p.m.

Respectfully submitted,
Joslyn Hoeffert, Village Clerk

CLASS A COMBINATION – LIMITED LIABILITY COMPANY

Caledonia C-Store, LLC

Trade Name: Sai Mart

13600 7 Mile Road, Caledonia, WI 53108

Agent: Dwarika Singh – 3640 Pilgrim Road, Brookfield, WI 53005

Billy's LLC

Trade Name: Billy's

414 3 Mile Road, Racine, WI 53402

Agent: Balvir Singh – 3608 Douglas Avenue, Apt. 414, Racine, WI 53402

RESOLUTION NO. 2023-06

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A
CONTRACT WITH THE RACINE COUNTY ECONOMIC DEVELOPMENT
CORPORATION FOR ECONOMIC DEVELOPMENT TECHNICAL ASSISTANCE
FOR 2023**

WHEREAS, the Village of Caledonia has contracted with the Racine County Economic Development Corporation for economic development technical assistance for many years, and RCEDC has been very helpful in the Caledonia Business Park improvements, the creation and expansion of TID #4 and various other economic development activities in the Village; and

WHEREAS, the Village of Caledonia would like to continue contracting with RCEDC in 2023.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and the Racine County Economic Development Corporation for economic development technical assistance for 2023 as set forth in Exhibit A, which is attached hereto and incorporated herein, at the cost of \$43,775 is authorized and approved, and the Village President and Village Clerk are authorized to execute said contract.

BE IT FURTHER RESOLVED that the funds for the said contract shall be allocated based on annual activity between current TIDs.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

January 11, 2023

Jim Dobbs
Village President
Village of Caledonia
5043 Chester Lane
Racine, WI 53402

Dear Mr. Dobbs:

This letter is intended to serve as a letter agreement between the Village of Caledonia hereinafter referred to as "Caledonia" and the Racine County Economic Development Corporation (RCEDC). In accordance with this agreement, the RCEDC agrees to continue to provide economic and community development technical assistance to Caledonia. Such assistance will be coordinated on a day-to-day basis with the Administration and, regarding policy-related issues coordinated with the Village Administrator, Village President and Village Board.

PURPOSE

The purpose of the agreement is to further the overall goals of community and economic development by facilitating job growth and investment, resulting in new tax base for Caledonia, through interagency cooperation and services provided by the RCEDC.

AGREEMENT

The RCEDC agrees to provide direct economic and community development assistance to Caledonia in accordance with the objectives promulgated by the Village President, Village Board and Village Administrator. The RCEDC has assigned Laura Million, Deputy Director as the lead economic development staff person to Caledonia with direct support from Jordan Brown, Business Recruitment Specialist. Ms. Million will act as the Village's economic development advocate, in partnership with other RCEDC staff, and will expend best efforts to promote business retention and expansion, business attraction, talent attraction, community development and business finance resources to support Caledonia and its companies.

This agreement is broken into two sections. First, RCEDC's 2023 strategic plan focuses efforts to deliver financial and technical resources in the Village and throughout Racine County as described in Sections I-VII. Second, the Village

leadership has assigned a number of special projects to RCEDC to complete (Section VIII). The RCEDC Board of Directors adopted the 2023 RCEDC Strategic Plan at its December 2022 meeting. All of the goals have measurable outcomes and are shown in the attached Snapshot document.

In addition to the monthly scheduled meetings and ongoing communications, RCEDC will deliver written and if allowed, verbal semi-annual reports to the Village President, Village Board, and Village Administrator.

I. Business Retention and Expansion

Existing businesses are the primary source of job creation in the local economy. RCEDC implemented a Business Retention & Expansion Call Program to meet one-on-one with business owners throughout Racine County. The primary objective, through one-on-one meetings, is to identify and address the needs of businesses to facilitate growth and expansion that leads to new jobs and capital investment, and to inform the municipality of any concerns or opportunities

In 2023, RCEDC's Business Retention and Expansion activities will include the following:

- a. Engage with Racine County's existing businesses through an active outreach program to support retention and expansion needs. When meeting with local companies, RCEDC staff will provide information on existing State, federal and local economic development resources that may assist the needs of local businesses. These programs include low-interest loans, tax credit programs, grants and workforce development assistance.
- b. Provide business loans and grant programs to meet the needs of Racine County businesses, including an emphasis on supporting Disadvantaged Business Enterprise (DBE) companies.
- c. Enhance the likelihood of new "homegrown" success stories by dedicating time and resources to "economic gardening" programs to grow small and mid-sized businesses (5-100 employees) through programs such as the CEO Roundtable and Living as a Leader.

II. Business Attraction

Racine County is a highly competitive location for businesses. RCEDC's business attraction activities will leverage Racine County's location in the Chicago-Milwaukee corridor and assets such as connectivity to transportation networks,

quality and quantity of water, competitive cost of living and doing business, access to experienced professional economic development staff, and access to talent in the area needed to attract new industrial, residential and commercial development to grow the local tax base and facilitate additional job creation.

In 2023, RCEDC's business attraction activities will:

- a. Through an active outreach program to real estate professionals, developers and site selectors, position Racine County's assets in a manner to attract new development and investment. These actions may be done independently or in partnership with WEDC and Milwaukee 7.
- b. In partnership with Racine County municipalities, work cooperatively to pursue new development in the Wisconsin Innovation Technology Park and other business parks in Racine County.
- c. In support of our local communities, support the recruitment and development of new residential development.
- d. Through the provision and administration of business loans and incentives, support recruitment efforts.
- e. Provide assistance through the development of customized proposals to businesses interested in establishing a location within the Village per direct contact or referral from the Village President or Village Administrator. This activity includes providing copies of such proposals, when requested, to the Village President and Administrator, as well as a status report on such businesses as part of this agreement's semi-annual reports, coordinating regular meetings with the Village President and Administrator, and maintaining a periodic business follow-up procedure.

III. Talent Attraction and Development

Talent supply is vitally important to any community's long-term competitiveness. RCEDC will continue to market Racine County to those seeking employment by promoting the Greater Racine County talent initiative. This marketing initiative was developed in 2018 and includes job board featuring local employers, promotional materials about communities, and local housing developments, with more video content and resources added each year.

In 2023, RCEDC's talent attraction activities will include:

- a. Promoting the Greater Racine County website (www.GreaterRacineCounty.com) as the “front door” for talent considering a relocation to Racine County and offer support to employer’s efforts to attract talent to Southeast Wisconsin.
- b. Through outreach to local employers and HR professionals, identify near – and long-term workforce needs of primary industries in Racine County. Facilitate best practice sharing and resource connections to increase businesses’ success to attract and retain talent during outreach visits and talent-related events.
- c. Partner with local coalition of manufacturers to brand Greater Racine County as a manufacturing hub, resulting in increased awareness of job opportunities in manufacturing and quality of life assets in Racine County with a long-term goal of attracting new manufacturing talent to Racine County.
- d. Based on the feedback resulting from outreach initiatives, advise workforce training and educators of the findings.
- e. Working with regional higher education institutions, identify and implement opportunities to engage and retain young talent in Southeast Wisconsin.

IV. Entrepreneurship

Start-up and small businesses contribute to a prosperous community, spurring innovation, encouraging business diversity, and creating job opportunities. Increased requests for assistance from start-up and small businesses, especially women-owned and ethnic-minority-owned businesses, to RCEDC suggest an opportunity to broaden resources and better connect entrepreneurs in Racine County to increase businesses’ near- and long-term success.

In 2023, RCEDC’s Entrepreneurship activities will include:

- a. Work with existing partners to identify initiatives that are successfully increasing the positive outcome of start-ups and small businesses with the goal to deliver these initiatives in Racine County.
- b. Increase awareness of entrepreneurial resources available to start-up and entrepreneurial businesses, especially women, ethnic minority, and veteran-owned businesses, in Racine County.

V. Community Development

Quality of place plays a significant role in community and economic development, particularly when it comes to talent attraction and retention. Research shows that community attachment is heavily influenced by factors such as how a place looks and the availability of opportunities and places to socialize. Additionally, many talented and educated workers are increasingly attracted to various types of

communities in which they do not have to use a car to access shops, restaurants or even jobs. In 2023, Community Development efforts will include:

- a. In partnership with Racine County Executive, work with local municipalities and partners to identify needs and barriers to encourage community development.
- b. Assist municipalities with the implementation of special projects that support short and long-term development goals that result in higher tax base, more jobs, and residents.
- c. Continue to support Racine County's Convention & Visitor Bureau (currently known as Real Racine) in a manner consistent with the adopted Management & Administrative Services Agreement between RCEDC and Real Racine.

VI. RCEDC – Business Finance

- a. Through business retention and recruitment activities, provide existing and potential businesses with information and assistance relative to available State, federal and local business development financing programs. This activity includes providing business loans to businesses utilizing appropriate RCEDC business finance staff to develop loan applications.

VII. Promotion and Marketing

Racine County is home to amazing businesses that generate tax base, spur new development, and offer employment opportunities for talent. RCEDC's strategic promotion and marketing activities are integral to businesses accessing financial and technical resources as well as new talent to their businesses. Promotion and marketing efforts include the development of promotional materials and presentations, maintaining RCEDC's website and social media platforms, hosting of events, and sharing of success stories enable RCEDC staff to connect with our customers and partners to facilitate development projects across our service area.

In 2023, RCEDC's promotion and marketing activities will:

- a. Showcase financial and technical resources available to assist existing businesses through RCEDC and BLP's website and social media channels and promotion of business success stories.
- b. Promote positive engagement with RCEDC contributors, businesses, lenders, and community partners by hosting events that inform, connect, and celebrate successful projects.

- c. Support Business attraction efforts by positioning Racine County as the premier location for new business development through hard copy and digital marketing campaigns, sharing the benefits of a Racine County location to developers, site selectors, real estate professionals and businesses seeking to invest in Southeast Wisconsin.
- d. Increase awareness of Racine County as a prime location to visit, work, and live through the Greater Racine County website and social media. Highlight the breadth of local job opportunities, quality of life, as well as racial, ethnicity and cultural diversity. Seek opportunities for increased funding to accelerate results and seek to partner with local employers and residential developers to highlight assets and opportunities.
- e. Tourism is economic development and often the first occasion to showcase Racine County as a place to potentially live and work. Coordinate promotional efforts with partner organizations, including Real Racine, Chambers of Commerce, local municipalities, and others to encourage more visitors that can experience all the assets of Racine County so that if a job opportunity occurs, the acceptance is more likely given the positive experience.

VIII. RCEDC Special Projects, Caledonia Specific Activities

In addition to the above activities, RCEDC will work in partnership with the Village on the special projects detailed below:

- a. Assist in implementation of recruitment plan for Highway K development.
- b. Assist in the creation and implementation of recruitment plans for key sites, including but not limited to 7017 Douglas Avenue; Kmart; and Caledonia Business Park.

TIME PERIOD FOR THIS AGREEMENT AND COMPENSATION

The above-referenced assistance will be provided by the RCEDC staff during the time period beginning January 1, 2023 to December 31, 2023. The annual cost of this assistance to Caledonia is \$43,775. Payments will be made during the first week of each quarter, upon the receipt of an invoice from the RCEDC. The cost of developing any additional materials and significant printing and mailing of items necessary to implement these services are outside the scope of the Agreement and will be negotiated on an as necessary basis.

INDEPENDENT CONTRACTOR

RCEDC shall be an independent contractor of Caledonia. Neither RCEDC nor any of its officers, employees, or agents shall be considered to be an employee of Caledonia as a result of the obligations undertaken pursuant to this agreement. RCEDC's officers, employees and agents shall make no commitments or representations to third parties without prior approval of Caledonia. In addition, RCEDC hereby holds harmless Caledonia and its departments, officers, employees and agents from and against all claims, demands and liability for damages to third persons of any type whatever arising solely out of the actions of RCEDC under this agreement.

LIABILITY INSURANCE

The RCEDC is to carry liability insurance and list Caledonia as an additional insured on the policy.

TERMINATION

This agreement may be terminated by either party upon thirty (30) days written notice in the event of default by the other party of any material provision hereof which remains unremedied for thirty (30) days following written notice of such default.

NOTICES

Notices under this agreement shall be mailed by registered mail to the Caledonia Village President and Village Administrator, 5043 Chester Lane, Racine, WI 53402, for Caledonia, and to Jenny Trick, Executive Director, 2320 Renaissance Blvd., Sturtevant, WI 53177, for RCEDC, or shall be personally served on either said person of the person in charge of either respective office.

ASSIGNMENT

RCEDC agrees that it will not assign this agreement or any portion thereof, or any of its responsibilities hereunder, to any other party without first obtaining the written permission of the Village.

If the terms and conditions of this proposal are satisfactory, please sign the two original documents where indicated and return to the RCEDC for RCEDC final signature.

Sincerely,



Jenny Trick, Executive Director

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the _____
day of _____, 2023.

VILLAGE OF CALEDONIA

By: _____
Jim Dobbs, Village President

Witness: _____
Joslyn Hoeffert, Village Clerk

**RACINE COUNTY ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Jenny Trick, Executive Director

RCEDC 2022 STRATEGIC PLAN YEAR-END RESULTS REPORT

OUR MISSION

Ensuring the economic vitality of Racine County by working with our partners to support innovation and creativity that leads to business investment.

OUR GOAL

Facilitate business expansion projects that result in the creation and retention of jobs and increase the tax base in Racine County.

A TOTAL OF 107 PROJECTS WERE APPROVED DURING THE 2022 CALENDAR YEAR.

Through the 4th quarter of 2022, RCEDC has ensured more than \$289 million in total private investment (289% of annual goal), and over \$124 million in total construction investment (250% of annual goal) in Racine County.



STRATEGY 1: BUSINESS RETENTION AND EXPANSION

Identify and address the needs of businesses through relationship and provision of resources. The strategy will be accomplished by successfully completing technical assistance requests, developing and implementing leadership programs, conducting outreach, and providing loans, grants and incentives to businesses.

RESULTS:

| Business Retention & Expansion | Annual Goals | Q4 2022 | % of Target |
|--|---------------|---------------|-------------|
| Technical Assistance | 250 | 343 | 137% |
| Leadership Training Programs | 4 | 3 | 75% |
| Outreach | 405 | 366 | 90% |
| Businesses Assisted through Lending, Grants & Incentives | 115 | 101 | 88% |
| Total Private Investment | \$100,000,000 | \$289,406,442 | 289% |
| Total Construction Investment | \$50,000,000 | \$124,801,889 | 250% |
| Assistance provided to Racine County Businesses | 68 | 81 | 119% |
| RLF Loan and Grant Amounts | \$3,020,000 | \$3,299,699 | 109% |
| Businesses Assisted through SBA 504 | 47 | 20 | 43% |
| SBA 504 Loan Amounts | \$28,800,000 | \$15,078,000 | 52% |



STRATEGY 2: BUSINESS RECRUITMENT

Take advantage of Racine County's location and opportunities to pursue development with the highest potential to spur other development including industrial, residential, and commercial development. The strategy will be accomplished through outreach to real estate professionals, implementing business park development, residential development, and administering incentives to spur development.

RESULTS:

| Business Recruitment | Annual Goals | Q4 2022 | % of Target |
|---|--------------|---------|-------------|
| Outreach Activities to Real Estate Professionals, Developers and Site Selectors | 50 | 65 | 130% |
| Businesses Assisted in Business Park Development | 4 | 4 | 100% |
| Residential Development Projects | 2 | 2 | 100% |
| Business Recruitment Marketing (Direct Marketing Campaigns) | 2 | 3 | 150% |

STRATEGY 3: TALENT ATTRACTION

Through RCEDC's talent attraction website, www.GreaterRacineCounty.com, RCEDC will effectively market Racine County to encourage more people to explore, work, and live in Racine County. The strategy will be accomplished through refining and implementing a digital advertising campaign that, in the end, results in an increase of visitors, talent, and residents to Racine County.

RESULTS:

| Talent Attraction | Annual Goals | Q4 2022 | % of Target |
|---|---------------------------------|---------|-------------|
| Increase awareness of GRC through website and social media-2022 | 2,220 visitors/month | 2,496 | 112% |
| | 2,410 social media followers | 2,265 | 94% |
| Digital Manufacturing Campaign | 100,000 impressions/month | 213,811 | 214% |
| Front Door to Talent: Engage local employers and HR professionals (Business Profiles/Job Posts Monthly) | 130/400 | 127/425 | 98%/106% |
| Feedback to Partners on Talent Demand and Programming (Quarterly Communications) | 4 | 4 | 100% |
| Partner with regional higher education institutions to engage and retain young talent | 1 | 1 | 100% |



STRATEGY 4: COMMUNITY DEVELOPMENT

In partnership with Racine County Executive, RCEDC will work with local municipalities and partners to identify barriers that when addressed will result in higher tax base, more jobs and residents. The strategy will be accomplished by working closely with our community leaders to ensure the development process is transparent and predictable.

RESULTS:

| Community Development | Annual Goals | Q4 2022 | % of Target |
|---|--|----------------------------|-------------|
| Assist contract communities with implementation of special projects | 28 special projects for 8 contract communities | 3 Completed 25 Underway | 11% |
| Explore. Work. Live. Build on Visit/ Explore messaging in GRC website | 30 | 23 | 77% |

STRATEGY 5: LEADERSHIP

RCEDC leadership is committed to continuous improvement, regular evaluations of RCEDC priorities, asking the right questions, and pushing for solutions. The strategy will be accomplished through diligent review of resources and programs, securing private contributions to support RCEDC's mission, and continued engagement of diverse leaders to join RCEDC's volunteer committees.

RESULTS:

| Leadership | Annual Goals | Q4 2022 | % of Target |
|--|---|--------------------------|-------------|
| Program Review | Inventory programs and activities, determine measure of effectiveness and success | Targeted for 4th Quarter | |
| Internal Talent Development Initiative | 14 | 14 | 100% |
| Private Contribution | \$160,000 | \$163,295 | 102% |
| Diverse Leadership | 3 | 4 | 133% |
| Sound reputation | 1 | 1 | 100% |



RCEDC 2022 YEAR IN REVIEW

February 14, 2023

RCEDC

Racine County Economic Development Corp.

BLP BUSINESS
LENDING
PARTNERS
A Division of RCEDC, A Wisconsin Corp.

BRE BUSINESS
RECRUITMENT
& EXPANSION
A Division of RCEDC

**GREATER
RACINE
COUNTY**
where your future takes root



Racine County Economic Development Corp.

WHAT WE DO



- CEO Call Program
- Market Research & Data
- Small Business Resources
- Land & Building Searches
- Free Property Listing Tools
- State & Local Incentives



- Low-Interest Financing
- Matching Grant Programs
- Community Loan Funds
- Small Business Administration SBA 504



- Employee Recruitment Support
- Free Job Board
- Leadership Resources
- Educational Partnerships
- Workforce Partnerships

107

**BUSINESSES
ASSISTED**

\$289 million Private Investment

**\$124.8 million Construction
Investment**

HIGHLIGHTS & TRENDS

SMALL BUSINESS ASSISTANCE

- 343 Technical Assists
 - 115 Letters for Main Street Bounceback Grants
- 60 Grants:
 - 27 Racine County Matching Grants
 - 26 CDBG CV Grants
 - 7 Community MGP (Burlington, Sturtevant, Union Grove)

HIGHLIGHTS & TRENDS

SMALL BUSINESS LOANS

38 Total Loans

\$ Loans Approved

- Racine County: \$2,863,340
- SBA 504: \$15,078,000

INDUSTRIAL BUSINESS ATTRACTION

1.23M SF Under Construction (Q3 '22)

- 3.6% Vacancy
- Investments by:
 - Announced: Zilber, Likewise
 - Complete: Hillwood, Scannell
 - Under Construction: Ashley Capital, Endeavor, HSA, Scannell

INDUSTRIAL BUSINESS GROWTH

- Oterra, Mount Pleasant
 - 115 Jobs
 - \$40,000,000 investment
- Summit Packaging, City of Racine
 - 145 new jobs
 - \$25,000,000 investment

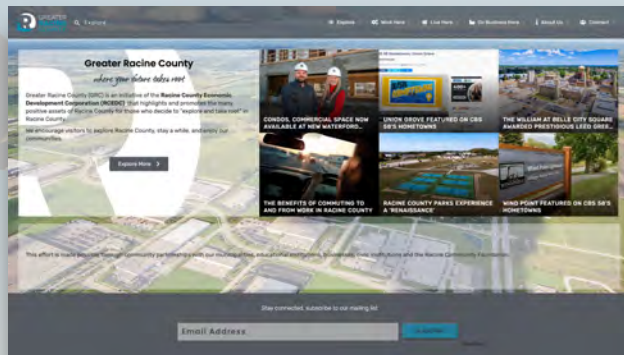
RESIDENTIAL DEVELOPMENT

- Over 3,600 units under construction or complete
- Waterford Lofts:
 - Mixed-use with 12 Condo Units
 - WEDC CDI Grant
- Cornerstone Development, Caledonia
 - 30 Single Family Homes



TALENT ATTRACTION

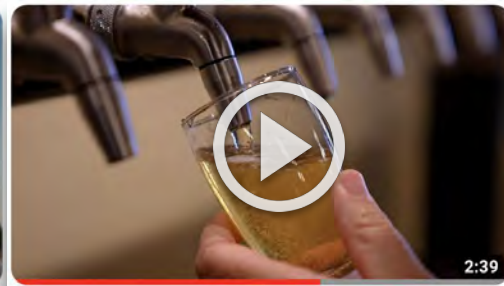
- Promoting Website & Job Board
GreaterRacineCounty.com



- Familiarization Tours
 - 27 HR Reps
 - Individual Talent

TALENT ATTRACTION

- Partner with Higher Ed to Retain Young Talent
- Partnership with Manufacturers
- Mount Pleasant Tourism Grant
 - Relocation Guide
 - 3 Videos



7

**CALEDONIA
PROJECTS**

- Zilber Business Park
- Likewise Partners
- Cornerstone Development
- Stephan's Auto Service
- Cabbage Heads
- Struckn Design, LLC
- Sherwood Game Farm

OTHER:

- 32 Prospects
- 11 Technical Assists
- 2 Business Mailings, 6 Business Call Visits

2023 CONTRACT & STRATEGIC PLAN

- Business Retention & Expansion
- Business Attraction
- Talent Attraction
- Community Development



2023 STRATEGIC PLAN - NEW

- Entrepreneurship
- Promotion and Marketing





QUESTIONS

2023 RCEDC Strategic Plan

Goal: Facilitating business expansion projects with financial and technical resources that when successfully implemented result in the creation and retention of jobs and new tax in Racine County. Said quite simply, Grow good paying jobs and tax base in Racine County.

Mission: Ensuring the economic vitality of Racine County by working with our partners to support innovation and creativity that leads to business investment.

| Strategy | | 2023 Annual Goals | 2023 Actual Q1 | 2023 % of Target | Status |
|--|---|-------------------|----------------|------------------|--------|
| Summary Totals* | | | | | |
| | Total Businesses Assisted | 75 | | | |
| | Total Private Investment | \$150,000,000 | | | |
| | Total Construction Investment | \$75,000,000 | | | |
| * Totals of businesses assisted in 1 c, 2 b, and 2 c. | | | | | |
| 1. | Business Retention & Expansion | | | | |
| a. | Technical Assistance | 210 | | | |
| b. | Outreach | 330 | | | |
| c. | * New * Financial assistance provided through loans, grants and incentives, # | 69 | | | |
| d. | * New* Financial assistance provided through loans, grants and incentives, \$ | \$21,300,000 | | | |
| e. | * New* Loan Closings, \$ | \$27,800,000 | | | |
| f. | Leadership Training Programs | 2 | | | |
| 2. | Business Attraction | | | | |
| a. | Outreach Activities to Real Estate Professionals, Developers and Site Selectors | 100 | | | |
| b. | Businesses Assisted in Business Park Development | 4 | | | |
| c. | Residential Development Projects | 2 | | | |
| 3. | Talent Attraction | | | | |
| a. | Front Door to Talent: Engage local employers and HR professionals (Active Business Profiles Monthly/Relocation Guide Downloads Total) | 40/240 | | | |
| b. | * New * Facilitate best practice sharing between HR professionals through talent-related events | 3 | | | |
| c. | Digital Manufacturing Campaign (Ad Clicks/Video Views per Month) | 500/1,000 | | | |
| d. | Feedback to Partners on Talent Demand and Programming (Quarterly Communications) | 4 | | | |
| e. | Partner with regional higher education institutions to host event to engage and retain young talent | 1 | | | |

| Strategy | | 2023 Annual Goals | 2023 Actual Q1 | 2023 % of Target | Status |
|-----------|---|-----------------------|----------------|------------------|--------|
| 4. | Entrepreneurship | | | | |
| a. | * New * Work with partners to implement Biz Start Institute in Racine County | 1 | | | |
| b. | * New * Increase awareness of entrepreneurial resources by maintain list of entrepreneurial focused resources on RCEDC's website | 1 | | | |
| 5. | Community Development | | | | |
| a. | * New * Maintain relationship with local municipal partners | 8 | | | |
| b. | Assist contract communities with implementation of multi-year projects | 27 multi-year efforts | | | |
| c. | * New * Support Racine County's Convention & Visitor Bureau (currently known as Real Racine) consistent with the adopted Management & Administrative Services Agreement (Monthly Oversight) | 12 | | | |
| 6. | Promotion and Marketing | | | | |
| a. | * New * Showcase financial and technical resources through promotion of success stories | 8 | | | |
| b. | * New * Promote engagement with contributors, businesses, lenders, and community partners through events | 6 | | | |
| c. | Business Recruitment Marketing (Direct Marketing Campaigns) | 4 | | | |
| d. | Awareness of Racine County to talent through Greater Racine County website, social media, and digital advertising campaign (monthly website visitors/social media followers) | 2,500/2,500 | | | |
| e. | Build out messaging for GRC via features, posts, and newsletters featuring message of Explore.Work.Live. (Social media posts/videos) | 50/4 | | | |

| Strategy | | 2023 Annual Goals | 2023 Actual Q1 | 2023 % of Target | Status |
|----------|---|-------------------|----------------|------------------|--------|
| 7. | Leadership | | | | |
| a. | Inventory BLP Programs, criteria and educational materials to ensure sound decision making | 1 | | | |
| b. | * New * RCEDC divisions to review existing and new programs, initiatives, and activities to ensure they align with priorities, strategic plan, and advance the mission of RCEDC | 3 | | | |
| b. | RCEDC Staff to continue to include professional development to work plans to ensure retention of RCEDC talent | 14 | | | |
| c. | Private Contributions | \$160,000 | | | |
| d. | Ensure diverse leadership of RCEDC Leadership Council and Loan Advisory Committees | 3 | | | |
| e. | Retain RCEDC's sound reputation that includes progressive work culture and positive reputation among community leaders and stakeholders | 1 | | | |

RESOLUTION NO. 2023-07

RESOLUTION AUTHORIZING THE AWARDING OF A CONTRACT FOR HOT MIX ASPHALT PAVING IN THE VILLAGE OF CALEDONIA FOR 2023

WHEREAS, the Village of Caledonia has requested bids for hot mix asphalt paving of various roads within the Village for 2023. Two bids were received on February 1st, 2023 and read publicly at 2:31 p.m. The low bidder was Payne & Dolan, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that a contract between the Village of Caledonia and Payne & Dolan, Inc. for hot mix asphalt paving and resurfacing of various roads in the Village of Caledonia in 2023 as described in Exhibit A which is attached hereto and incorporated herein, is authorized and approved, at the following rates:

BASE BID

- | | |
|---|---------------|
| 1. Hot Mix Asphalt Surface Course (5 MT 58-28 S) | \$77.65 / Ton |
| 2. Hot Mix Asphalt Binder Course (3 MT 58-28 S) | \$69.70 / Ton |
| 3. Fine Grading for New Subdivision Road Paving (Stone will be provided) | \$1.00 / SY |
| 4. Asphalt Milling Special (Full Width) | \$3.10 / SY |
| 5. Asphalt Milling (Special) | \$7.90 / SY |

BE IT FURTHER RESOLVED by the Caledonia Village Board that the Village President and Village Clerk are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this Resolution.

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

| 2022 Hot Mix Asphalt Paving | | | Payne & Dolan Inc | Asphalt Contractors Inc |
|-----------------------------|---|-------------|-------------------|-------------------------|
| <i>Item</i> | <i>Description</i> | <i>Unit</i> | <i>Unit Cost</i> | <i>Unit Cost</i> |
| 1 | Hot Mix Asphalt Surface Course (5 MT 58-28 S) | Ton | \$ 77.65 | \$ 106.00 |
| 2 | Hot Mix Asphalt Binder Course (3 MT 58-28 S) | Ton | \$ 69.70 | \$ 99.00 |
| 3 | Fine Grading for New Subdivisions Road Paving | SY | \$ 1.00 | \$ 4.50 |
| 4 | Asphalt Milling Special (Tapered) | SY | \$ 3.10 | \$ 3.00 |
| 5 | Asphalt Milling (Full Width) | SY | \$ 7.90 | \$ 8.00 |

CONTRACT

THIS CONTRACT made this _____ day of _____, _____, by and between _____ herein called the "Contractor" and the Village of Caledonia, Wisconsin, a municipal body, located in Racine County, Wisconsin. The Village of Caledonia herein called called the "Owner".

WITNESSETH

For and in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 SCOPE OF WORK

The Contractor hereby agrees at its own cost and expense to perform, furnish and pay for all work, workmanship, materials, labor, utility services, tools, equipment, appliances, machinery, transportation, appurtenances, services and incidentals, and such additional items not specifically indicated or described that can be reasonably inferred as belonging to the item indicated or described and as required by good practice to provide a complete and satisfactory improvement, system or structure, of any nature whatsoever necessary or convenient to complete the construction of the **2023 HOT MIX ASPHALT PAVING, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN** (hereinafter referred to as the "Project") as shown on and as described in the:

2023 HOT MIX ASPHALT PAVING, VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN

(hereinafter referred to as the "Contract Documents"), in a workmanlike manner and in strict conformity and full compliance with the Contract Documents herein mentioned and made a part of this Contract as fully and completely as if the same were fully set forth herein.

ARTICLE 2 CONTRACT PRICE

The Owner shall pay to the Contractor for the performance of this Contract in the manner and at the times provided in the Contract Documents, subject to the final computation of the exact units of work performed and the basis of the unit prices, and subject to any additions or deductions provided in the Contract Documents, and subject to adjustment in accordance with the Contract Documents. See attached Exhibit A for Unit Prices.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment the amounts computed hereunder and determined by the Contract Documents.

The Contractor agrees that if, within one year after the Completion Date Of The Work, any work provided by the Contractor or any of his subcontractors, suppliers or service providers is found by the Owner to be defective, or not in accordance with the Contract Documents, the Contractor shall, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct such work, or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective.

The Owner, in case the items under this Contract are not finished within the time required, or within an extended time approved in writing by the Owner, is authorized to take charge and finish the work at the expense of the Contractor and the sureties of the Contractor.

ARTICLE 3 COMPONENT PARTS OF THIS DOCUMENT

This Contract consists of the following component parts of the Contract Documents, all of which are hereby made a part of this Contract as fully and completely as if the same were fully set forth herein:

- | | |
|----------------------------|---|
| A. Notice to Bidders | D. Insurance and Liability Requirements |
| B. Proof of Responsibility | E. Contract |
| C. Bid Form | F. Special Provisions |

The Contract Documents form a complete unit, and requirements called for by one are as binding as if called for by all.

ARTICLE 4 PAYMENT FOR LABOR, SERVICES,

MATERIALS, PLANS AND SPECIFICATIONS

The Contractor specifically agrees to pay all claims for labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the work described in the Contract Documents, including without limitation because of enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, state imposed taxes, premiums for worker's compensation insurance and contributions for unemployment insurance, as the obligation of the Contractor.
IN WITNESS WHEREOF, we, the parties hereto, each hereby subscribe this Contract.

(Name of Contractor)

By: _____
Print Name: _____
Office: _____

Attest: _____
Print Name: _____
Office: _____

VILLAGE OF CALEDONIA, WISCONSIN

By: _____
James R. Dobbs
President

Attest: _____
Joslyn Hoeffert
Clerk

Provision has been made to pay the liability that will accrue under the above and foregoing Contract.

Caledonia Finance Director

Date: _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ (NAME)

_____ (ADDRESS)

(Hereinafter called "Contractor") as principal, and

_____ (NAME)

_____ (ADDRESS)

a corporation organized and existing under the laws of the State of _____
and authorized to transact business in the State of Wisconsin (hereinafter called the
"Surety") as surety, are held and firmly bound unto the Village of Caledonia, Wisconsin,
hereinafter called the "Owner") in the penal sum of

_____ Dollars
(\$_____)

to be paid to the Village of Caledonia, for the payment of which sum well and truly to be
made the Contractor and Surety bind themselves and each of their heirs, personal
representatives, administrators, successors, and assigns, jointly and severally, firmly by
these presents, as follows.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has entered into a certain written Contract (hereinafter called
the "Contract") dated the _____ day of _____, _____ with the
Owner for the **2023 Hot Mix Asphalt Paving**, (Project #2023-01), which Contract, and
the component parts of the Contract referenced in the Contract as the Contract
Documents (hereinafter called the "Contract Documents"), are made a part hereof as fully
and completely as if the same were set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the Contractor shall:

- (a) faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) within one year after the Completion Date Of The Work, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) and all subcontractors of the Contractor shall faithfully perform, carry out and comply with all contracts, whether express or implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) make all payments as required by the terms and conditions of the Contract, and shall make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; and
- (f) pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, and all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract;

then this obligation shall be void; otherwise it shall be and remain in full force and effect; it being expressly understood and agreed that if the Contractor shall:

- (a) fail to faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) fail to within one year after the Completion Date Of The Work, at the Contractor's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) fail to pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) fail, or any subcontractors of the Contractor shall fail, to faithfully perform, carry out and comply with all contracts, whether express or implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) fail to make all payments as required by the terms and conditions of the Contract, or shall fail to make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; or
- (f) fail to pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, or shall fail to pay all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract;

the Surety shall promptly:

- (a) faithfully perform, carry out and comply with the covenants, terms and conditions of the Contract and the applicable specifications, to be by such Contractor performed;
- (b) within one year after the Completion Date Of The Work, at the Surety's sole cost and expense and without additional payment from Owner, promptly after receipt of a written notice from the Owner to do so, and in accordance with the Owner's instructions, either correct any work provided by the Contractor or any of the Contractor's subcontractors, suppliers or service providers that is found by the Owner to be defective, or not in accordance with the Contract Documents or, if the work has been rejected by the Owner, remove and replace such work with work that is in accordance with the Contract Documents and not defective;
- (c) pay over, make good and reimburse the Owner for all loss or damage which the Owner may sustain by reason of failure or default on the part of the Contractor;
- (d) faithfully perform, carry out and comply with all contracts of the Contractor or any subcontractor of the Contractor, whether express or implied, with every person and entity, including every subcontractor, supplier or service provider, for performing, furnishing or procuring labor, services, materials, plans or specifications for the purpose of making the improvements or performing the work that is the subject of the Contract;
- (e) make all payments as required by the terms and conditions of the Contract, and shall make payment to every person and entity, including every subcontractor, supplier or service provider, of all claims that are entitled to payment for labor, services, materials, plans or specifications performed, furnished or procured for the purpose of making the improvements or performing the work as provided in the Contract and as required under Section 779.14(1e)(a) of the Wisconsin Statutes; and
- (f) pay all claims for common law or statutory liens, liens provided in Section 779.15 of the Wisconsin Statutes, and all claims under Section 779.14(1e)(a) of the Wisconsin Statutes, arising from the work or labor, services, materials, plans or specifications performed, furnished, procured, used or consumed that pertain to the improvements or work as provided in the Contract.

In addition to any other rights or remedies that the Owner possesses to enforce this Bond, the Owner may maintain an action upon this Bond against the Contractor and Surety for recovery of damages under Section 779.14(2) of the Wisconsin Statutes.

PROVIDED HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no assignment, modification or change of the Contract and no change, extension of time, alteration, modification or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect or release its obligation on this Bond, and it does hereby waive notice of any such assignment, modification or change of the Contract or change, extension of time, alteration, modification or addition to the terms of the Contract Documents or to the work to be performed thereunder.

Signed, sealed, and dated this _____ day of _____, _____.

(Name of Principal)

By: _____

Print Name _____ Office _____

Attest: _____

Print Name _____ Office _____

(Name of Surety)

By: _____

Print Name _____
Attorney-in-Fact

Approved:

Village of Caledonia, Wisconsin

By: _____

Jim Dobbs
Village President

Attest: _____

Joslyn Hoeffert
Village Clerk

Note: All bonds signed by an agent of the Surety must be accompanied by a certified copy of the authority to act for the Surety at the time of the signing of this Bond. The date of the Bond must not be prior to the date of the Contract.

RESOLUTION NO. 2023-08

A RESOLUTION OF THE VILLAGE OF CALEDONIA TO APPROVE A SITE, BUILDING, & OPERATIONS PLAN TO CONSTRUCT A ±4,534 SQUARE-FOOT MULTI-TENANT COMMERCIAL BUILDING LOCATED AT 601 4 MILE ROAD, VILLAGE OF CALEDONIA, RACINE COUNTY, WI; HENRY GRADY, APPLICANT, XIAO HUA KIU, OWNER

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

WHEREAS, Henry Grady, Applicant, has requested an approval of a site, building, and operations plan to construct and utilize a ±4,534 square-foot multi-tenant commercial building located at 601 4 Mile Road, Parcel ID No. 104-04-23-28-026-000, Village of Caledonia, Racine County, WI; and,

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

1. The proposed commercial development is allowed by underlying zoning and through the building, site, and operation plan review process.

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

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

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

EXHIBIT A - CONDITIONS
601 4 Mile Road (Multi-tenant Commercial Building)
(Parcel ID No. 104-04-23-28-026-000)

1. Compliance. Failure to comply with the terms and conditions stated herein could result in the issuance of citation(s) and/or revocation of this permit.
2. Binding Effect. These conditions bind and are applicable to the Property Owner, Agent, and any other users of the Property Owner with respect to the uses on the Property.
3. Plans. The proposed ±4,534 square-foot, multi-tenant, commercial building shall be located, constructed, and utilized in accordance with the plans and documents received by the Village Planning Department on January 16, 2023.
4. Fire Department Approval. Owner shall obtain approval from the Village of Caledonia Fire Department and meet applicable codes.
5. Caledonia Sewer and Water Utility Districts. The property owner or designated agent must contact the Caledonia Sewer and Water Utility Districts regarding Utility District regulations for this site. Compliance with all regulations and requirements, as determined by the Caledonia Sewer and Water Utility Districts is required.
6. Engineering Department. The property owner or designated agent must contact the Village of Caledonia Engineering Department and must comply with all regulations and requirements of the Village of Caledonia Engineering Department.
7. Lighting. All lighting at the site must be full cut-off lights that may not glare onto abutting properties or onto any public roadway and comply with the plans and documents received by the Village Planning Department on January 16, 2023.
8. No Accumulation of Refuse and Debris. Any fence, wall, hedge, yard, space or landscaped area must be kept free of any accumulation of refuse or debris. Plant materials must be kept in a healthy growing condition and structures must be maintained in a sound manner.
9. Property Maintenance Required. A complete and thorough maintenance program must be established to insure attractiveness. The continued positive appearance of buildings and property is dependent upon proper maintenance attitudes and procedures. Maintenance programs must be established that include watering, maintaining and pruning all landscape planting areas including removal and replacement of dead or diseased landscaping; cleaning up litter; sweeping, cleaning and repairing paved surfaces; and cleaning, painting, and repairing windows and building façade. All drives shall be paved with asphalt. Parking areas shall be paved. All drives and parking areas shall be maintained in a dust free condition.
10. Performance Standards. The applicant must comply with the provisions of Title 16, Chapter 10, Section 4, Various Performance Standards.

11. Expiration. This approval will expire eighteen (18) months from the date of the Village's final approval unless substantial work has commenced following such grant. If this office determines that no substantial work has commenced, the project may not occur and will require the applicant to resubmit their plans for approval and incur all costs associated with the review.
12. Access. The applicant must allow any Village employee full and unlimited access to the project site at a reasonable time to investigate the project's construction, operation, or maintenance.
13. Compliance with Law. The applicant is responsible for obtaining all necessary federal, state, and local permits, approvals, and licenses. The applicant is required to comply with all applicable local, state, and federal regulations, including Titles 9, 14, 16 and 18 of the Village of Caledonia Code of Ordinances.
14. Agreement. Your accepting the site plan approval and beginning the project means that you have read, understand, and agree to follow all conditions of this approval. Therefore, Henry Grady, Xiao Hua Liu, and their heirs, successors, and assigns, including tenants, are responsible for full compliance with the above conditions.
15. Subsequent Owners. It is the property owner's responsibility to inform any subsequent owner or operator of these conditions.

RESOLUTION NO. 2023-09

**A RESOLUTION OF THE VILLAGE OF CALEDONIA AUTHORIZING THE
EXPENDITURE OF IMPACT FEES NOT TO EXCEED \$55,000 FOR THE
INSTALLATION OF A CONCRETE PEDESTRIAN PATH AND OPEN-AIR SHELTER
AT MAPLE PARK**

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

WHEREAS, the Village Board approved Resolution 2021-117, approving and adopting the 2022 Budget on November 15, 2021 which included the Parks Department Capital Project to install concrete walkways and shelter for \$40,000.

WHEREAS, the open-air shelter was unable to be purchased until December of 2022 and construction of the concrete work could not be started until 2023.

WHEREAS, the cost to perform the work has increased significantly since the Fall of 2021 and requires that the additional expenditure of \$15,000 in Park Impact Fees occur to complete the work.

WHEREAS, the Parks Advisory Committee recommended to authorize the expenditure of Park Impact Fees at Maple Park for the installation of the pedestrian path connecting both the east and west sides of the park to the new shelter.

WHEREAS, the Finance Committee recommended to authorize the expenditure of an additional \$15,000 in Park Impact Fees at Maple Park for the installation of the pedestrian path connecting both the east and west sides of the park to the new shelter.

NOW, THEREFORE, BE IT RESOLVED THAT the Village Administrator and Village Engineer are authorized to take such actions and make such decisions necessary to carry out the intent of this resolution, and to make expenditures from Park Impact Fees not to exceed \$55,000 for the installation of an open-air shelter and concrete sidewalk at Maple Park.

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

VILLAGE OF CALEDONIA


By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

MEMORANDUM

Date: February 9, 2023

To: Parks and Recreation Advisory Committee
Finance Committee
Village Board

From: Ryan Schmidt, P.E.
Village Engineer 

Re: Maple Park Sidewalk and Open-Air Shelter Cost Analysis

Background Information

As part of the 2022 budget, \$40,000 dollars was set aside as part of the CIP plan for the extension of sidewalk and installation of an open-air shelter at Maple Park. These funds come directly from Park Impact Fees and were to be utilized in 2022. A recommendation was made to go out for proposals to purchase and install the structure as well as install sidewalk in the park in October 2022. The 20' x 28' shelter has since been purchased in 2022 for \$21,108. The shelter is built using concrete bases, tubular steel columns, laminated wood beams, 2x8 tongue and groove decking, and a metal roof. During that time, staff has worked with contractors to get pricing on the shelter installation (labor) and the proposed concrete sidewalk.

The final cost proposals for the shelter installation are as follows:

- **J.W. and Sons LLC: \$9,100.00**
- Deck It Out Builders: \$15,200.00
- Carbide Carpentry: \$15,650.00

The final costs for the concrete installation were broken down into two alternatives; to install concrete from both sides of the park to the shelter and to only install concrete under the shelter and on the east side of the park. The breakdown is as follows:

- **Pete's Crete LLC: Whole Project: \$23,076.00 East Side and Slab: \$12,015.00**
- G.I. Concrete: Whole Project: \$26,281.00 East Side and Slab: \$13,683.75
- Wandel Contractors: Whole Project: \$40,870.16 East Side and Slab: \$24,884.40

Based on the above costs and the current Park Impact Fees dedicated for the project, the Village cannot install the shelter and the sidewalk on the eastern portion of the site within the \$40,000 budget. Based on the two lowest contractors, we have the following numbers to work with:

- Purchase Shelter, Install Shelter, and Construct Full Length Sidewalk.
 - **\$53,284.00**
- Purchase Shelter, Install Shelter, and Construct East Sidewalk Only.
 - **\$42,223.00**

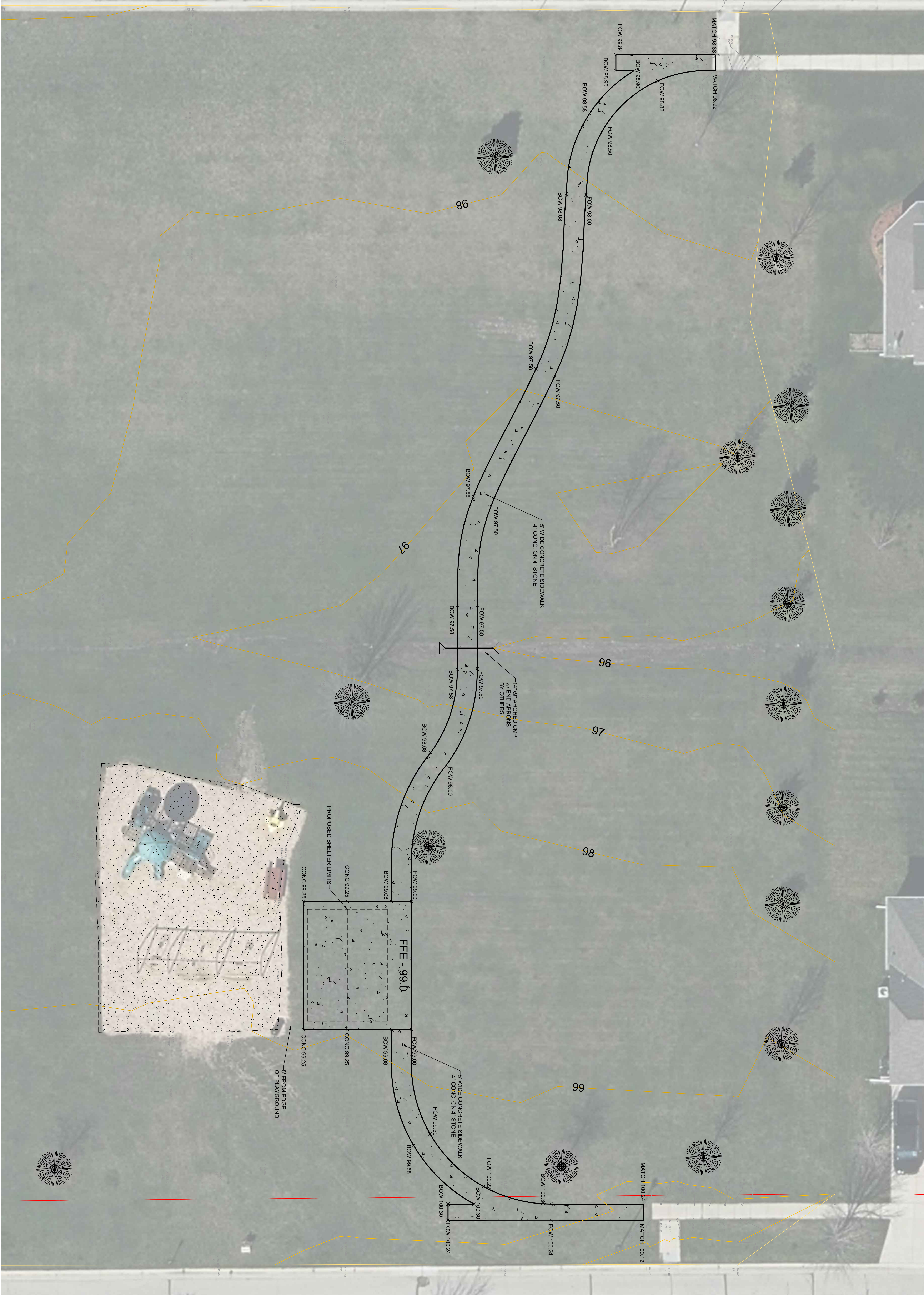
To complete the vision of the park and install the sidewalk in any capacity, the Parks Advisory Committee will need to recommend to the Finance Committee and the Village Board to authorize the use of additional Park Impact Fees. The committee will need to decide whether or not to provide an additional \$5,000 for completing the smaller portion of the project, or \$15,000 for the full site completion. A contingency has been added in the numbers requested. The total cost for concrete does not exceed the threshold for public bidding and allows the Village the perform the work within the Village's procurement policy.

If the Park Advisory Committee is in favor of extending the sidewalk in both directions and completing the entire project, a motion is needed as recommended below. If the Parks Committee believes that the east walk is satisfactory and serves the need of the community, a motion will still be needed to request additional funds, but for only the \$5,000 total.

Staff Recommendation

PARKS - Move to recommend to the Finance Committee and Village Board to authorize the expenditure of an additional \$15,000 in Park Impact Fees at Maple Park for the installation of concrete pedestrian path connecting both the east and west sides of the park to the new shelter.

FINANCE – Move to authorize the expenditure of an additional \$15,000 in Park Impact Fees at Maple Park for the installation of a concrete pedestrian path connecting both the east and west sides of the park to the new shelter.



Village of Caledonia
5043 Chester Lane
Racine, WI 53402
P : 262-835-4451
F : 262-835-2288

PROPOSED PLANS FOR
MAPLE PARK
SIDEWALK EXTENSION
ELLIS / BANNOCH / SINA

| REVISION/ISSUE | | | |
|----------------|----------|------------|-------------|
| NO. | INITIALS | DATE | DESCRIPTION |
| ---- | ---- | 11/10/2022 | ---- |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| VILLAGE OF CALEDONIA | | | |
|------------------------|------|------------|--|
| ENGINEERING | | | |
| | INT. | DATE | |
| SURVEYED BY | ---- | 11/10/2022 | |
| DRAWN BY | ---- | 11/10/2022 | |
| DESIGNED BY | ---- | 11/10/2022 | |
| CHECKED BY | ---- | 11/10/2022 | |
| HORIZ. SCALE: 1"=10' | | | |
| VERTICAL SCALE: 1"=10' | | | |

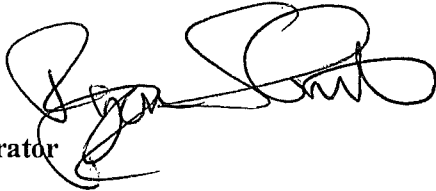
SHEET NUMBER

1.0

MEMORANDUM

DATE: Monday, February 6, 2023

TO: Village Board

FROM: Village Engineer 

CC: Village Administrator

RE: Ross Land Care Holding Tank for Ross Holdings, LLC Located At 12333 7 ½ Mile Road, Lot 1 CSM # 3332 on Parcel # 51-104-04-22-06-019-010.

Eric J. Ross (Managing Member of Ross Holdings LLC) has requested permission to install a holding tank on a commercial property located at # 12333 7 ½ Mile Road, parcel # 51-104-04 22-06-019-0100, Lot 1 of CSM # 2333 (Southwest corner of 7 ½ Mile Road and CTH V). The property is currently being developed to include an 8,200 square foot storage building/office with parking lot and storm water retention basin. The holding tank would be installed to serve this facility.

Based on the soil testers recommendation and Racine County, it is recommended that holding tanks be allowed due to the lack of a suitable absorption area on site as a result of the land disturbances required to level and prepare the site for commercial construction and the disposal of non-domestic waste that would not be permitted to discharge into a mound system.

The owners will be required to supply a State Holding Tank Agreement and Servicing Contract. The Village will also require that a Village Holding Tank Agreement be executed and recorded.

The Village Board may wish to consider the following motion at the February 14th, 2023 Village Board meeting:

Move to approve the Ross Holdings LLC. holding tank permit for 12333 7 ½ Mile Road, Lot 1 CSM # 3332, located on Parcel 51-104-04-22-06-019-010 (future 8,200 square foot storage building/office facility) subject to the following conditions:

1. The owner shall enter into the Village of Caledonia Holding Tank Agreement.
2. Authorize the Village President and Village Clerk to sign the Village Holding Tank Agreement.
3. The owner shall pay the appropriate Village permit fees.
4. The owner must enter into a standard Racine County Holding Tank Servicing Contract and The State of Wisconsin Department Of Safety And Professional Services Holding Tank Agreement.
5. The owner must obtain holding tank approvals from Racine County and the State of Wisconsin Department Of Safety And Professional Services.
6. The owner shall follow all Racine County Ordinances and must obtain the necessary Sanitary Permit from Racine County.
7. The Village assumes no liability should the appropriate approvals and Holding Tank / Sanitary Permits are not granted by Racine County or the State of Wisconsin.



(262) 909-1981
info@rosslandcare.com
rosslandcare@gmail.com
www.rosslandcare.com

January 20, 2023

Caledonia Town Board
5043 Chester Lane
Racine, WI 53402

Re: Parcel ID 104-04-22-06-019-010

Members of the Town Board:

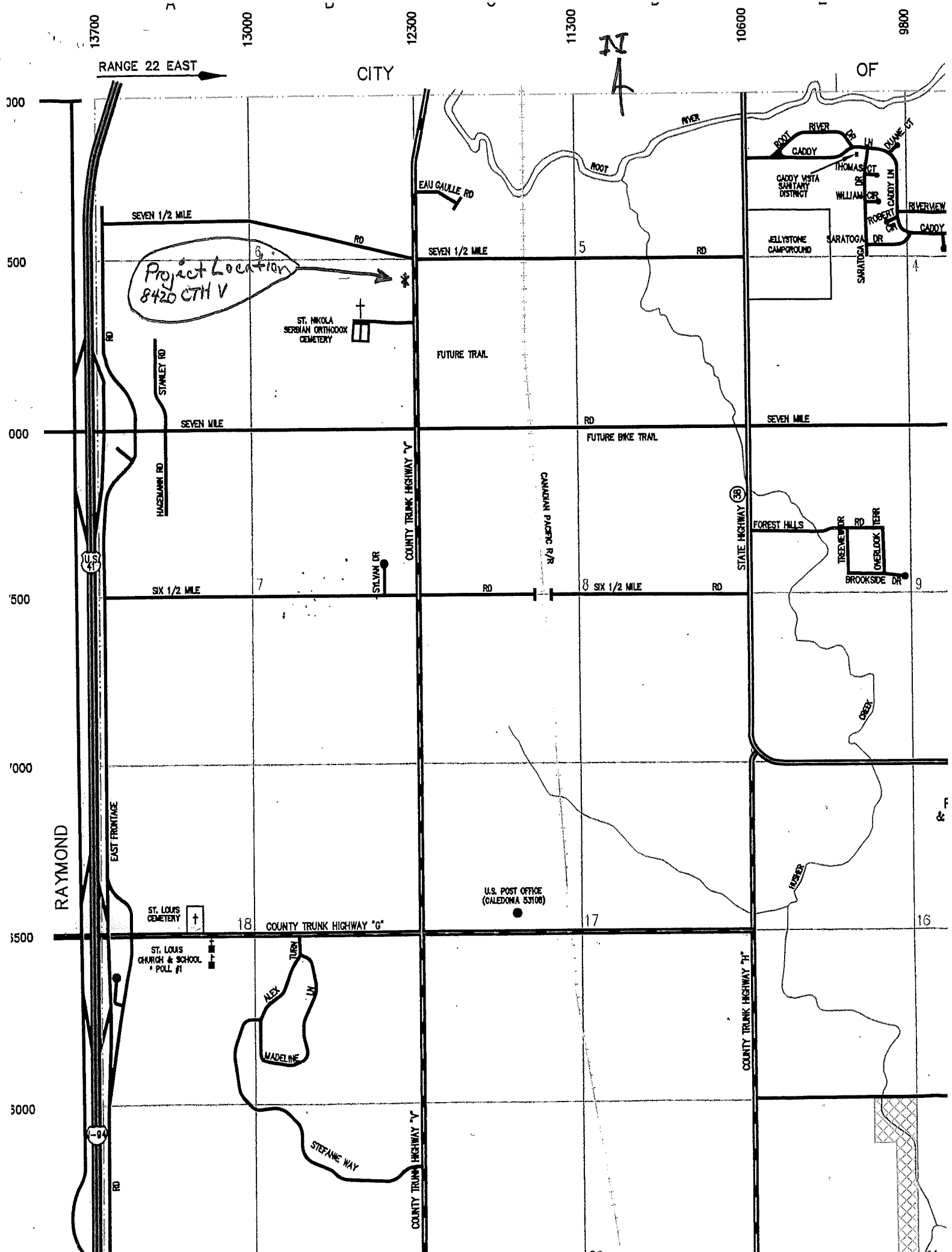
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Below are the current owners and applicant information:

- Eric J. Ross, Ross Holdings, LLC - 10579 S. Barton Road Oak Creek, WI 53154
(P. 262-909-1981)

Respectfully,

Eric Ross, Owner
Ross Landcare, LLC



VILLAGE OF CALEDONIA
5043 CHESTER LANE
RACINE WI 53402
262-835-4451

Receipt No: 5.003599
Feb 1, 2023

23-HT-01
ROSS HOLDINGS LLC
10579 S. BARTON ROAD
OAK CREEK WI 53154

| | |
|---|--------|
| Previous Balance: | 100.00 |
| BUILDING PERMITS - HOLDING TANK PERMIT #23-HT-01, 12333 7 1/2 MILE ROAD | 100.00 |
| <hr/> | |
| Total: | 100.00 |
| New Balance: | .00 |
| <hr/> | |
| CHECKS Check No: 1995 | 100.00 |
| Payor: ROSS HOLDINGS LLC | |
| Total Applied: | 100.00 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

02/01/2023 11:33 AM

VILLAGE OF CALEDONIA HOLDING TANK AGREEMENT

THIS AGREEMENT is between the **Village of Caledonia**, a municipal corporation located in Racine County, Wisconsin (“the Village”) and **Ross Holdings LLC** (“Owner”).

RECITALS

1. Owner has previously petitioned for and been granted a variance from the Village for permission to install a holding tank on a property at # **12333 7 ½ Mile Road** located within the Village on **Parcel # 51-104-04-22-06-019-010**. A full legal description of the Property, including parcel identification number and street address, is attached hereto as **Exhibit “A & B”**, and fully incorporated herein by reference.

2. Pursuant to Caledonia and Racine County ordinance, Owner may not install said holding tank at the Property until a holding tank agreement is entered into between Owner and the Village and said agreement is recorded in the Racine County Register of Deeds Office.

AGREEMENT

NOW, THEREFORE, in exchange for the Village’s permission to install a holding tank on the Property, Owner hereby agrees as follows:

1. Owner shall bind any future owner of the Property served by the holding tank to enter into a like agreement with the Village. In the event of the Property’s transfer, the new Owner shall enter into a like agreement with the Village.

2. Owner shall pay all fees and all inspection fees as are properly established by a legitimate, appropriate authority.

3. Owner shall conform to all applicable laws, ordinances, rules and regulations relating to the installation, construction, operation, and maintenance of holding tanks.

4. Owner shall not use such holding tank before the installation of the holding tank is completed and related equipment and materials are inspected on-site and approved by the County Sanitarian and the Village Plumbing Inspector.

5. Owner shall have the contents of the holding tank removed, hauled, and disposed of by a hauler licensed by the State of Wisconsin in accord with all applicable state and local laws, ordinances, rules and regulations. Such hauler shall forward to the Village a copy of the (report) specifics of each pumping or servicing with seven (7) days of such pumping or servicing.

6. Owner shall file with the Village copies of all reports required by the Wisconsin Department of Commerce concurrently with the filing with such agency.

7. Owner shall allow any authorized person of the Village to inspect the holding tank and the premises at all reasonable times to determine that the holding tank and all related items and equipment are being properly maintained and that Owner is complying with all the terms of this agreement.

8. In the event the Village Plumbing Inspector, the Village Health Officer or a member of the County Sanitarian's office determines that it is reasonably necessary to have the holding tank pumped, Owner shall cause the same to be pumped as soon as possible at Owner's expense and, in any event, no later than forty-eight (48) hours after such order is issued.

9. In the event Owner shall fail to cause the holding tank to be pumped out or necessary maintenance, including replacement, to be performed, that the Village may cause the holding tank to be pumped out and cause any necessary maintenance to be done. Owner further agrees to pay all costs for said service or work to the Village on demand; and if such payment is not made to the Village within thirty (30) days, all unpaid costs may be carried on to the tax rolls of the Village as a special assessment pursuant to Sec. 66.0703, Wis. Stats.

10. In the event a public sanitary sewer line is constructed within three hundred (300) feet of the building served by the holding tank by the Village or any public authority, that within one (1) year thereafter Owner shall connect to such sewer line at his or her expense, making no claim against the Village or anyone else because of the existence of the holding tank or the holding tank agreement.

11. Any subsequent revision to the Village's ordinances relating to holding tanks or holding tank agreements shall have no effect on this agreement unless the Owner or the Owner's successor in interest was notified at least thirty (30) days prior to such ordinance amendment and given an opportunity to submit oral or written objections or comments, in which case this agreement shall be effectively modified so as to comport with such ordinance revision.

12. If any part of this agreement is superseded by a higher authority or declared invalid by competent and authorized legal decision, all other items of this agreement shall remain in full force and effect.

13. This agreement shall run with the land described above, and shall be binding upon the parties hereto, their heirs, successors, and assigns. For purposes hereof, "Owner" shall also include any assignee, tenant, successor, or transferee of Owner, and no person acquiring any interest in the Property from, through, or under Owner shall be entitled to occupy or use the Property without complying with the terms hereof. No assignment or transfer by Owner shall relieve Owner of any obligations hereunder, unless and until Owner is first relieved of such obligations by written instrument executed by the Village.


14. Owner shall cause this Agreement to be recorded in the Racine County Register of Deeds Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth below.

<END OF AGREEMENT>

<SIGNATURE PAGE FOLLOWS>

MEMORANDUM

DATE: Monday, February 6, 2023
TO: Village Board
FROM: Village Engineer 
CC: Village Administrator
RE: Ross Land Care Holding Tank for Ross Holdings, LLC Located At 12333 7 ½ Mile Road, Lot 1 CSM # 3332 on Parcel # 51-104-04-22-06-019-010.

Eric J. Ross (Managing Member of Ross Holdings LLC) has requested permission to install a holding tank on a commercial property located at # 12333 7 ½ Mile Road, parcel # 51-104-04 22-06-019-0100, Lot 1 of CSM # 2333 (Southwest corner of 7 ½ Mile Road and CTH V). The property is currently being developed to include an 8,200 square foot storage building/office with parking lot and storm water retention basin. The holding tank would be installed to serve this facility.

Based on the soil testers recommendation and Racine County, it is recommended that holding tanks be allowed due to the lack of a suitable absorption area on site as a result of the land disturbances required to level and prepare the site for commercial construction and the disposal of non-domestic waste that would not be permitted to discharge into a mound system.

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info@rosslandcare.com
rosslandcare@gmail.com
www.rosslandcare.com

January 20, 2023

Caledonia Town Board
5043 Chester Lane
Racine, WI 53402

Re: Parcel ID 104-04-22-06-019-010

Members of the Town Board:

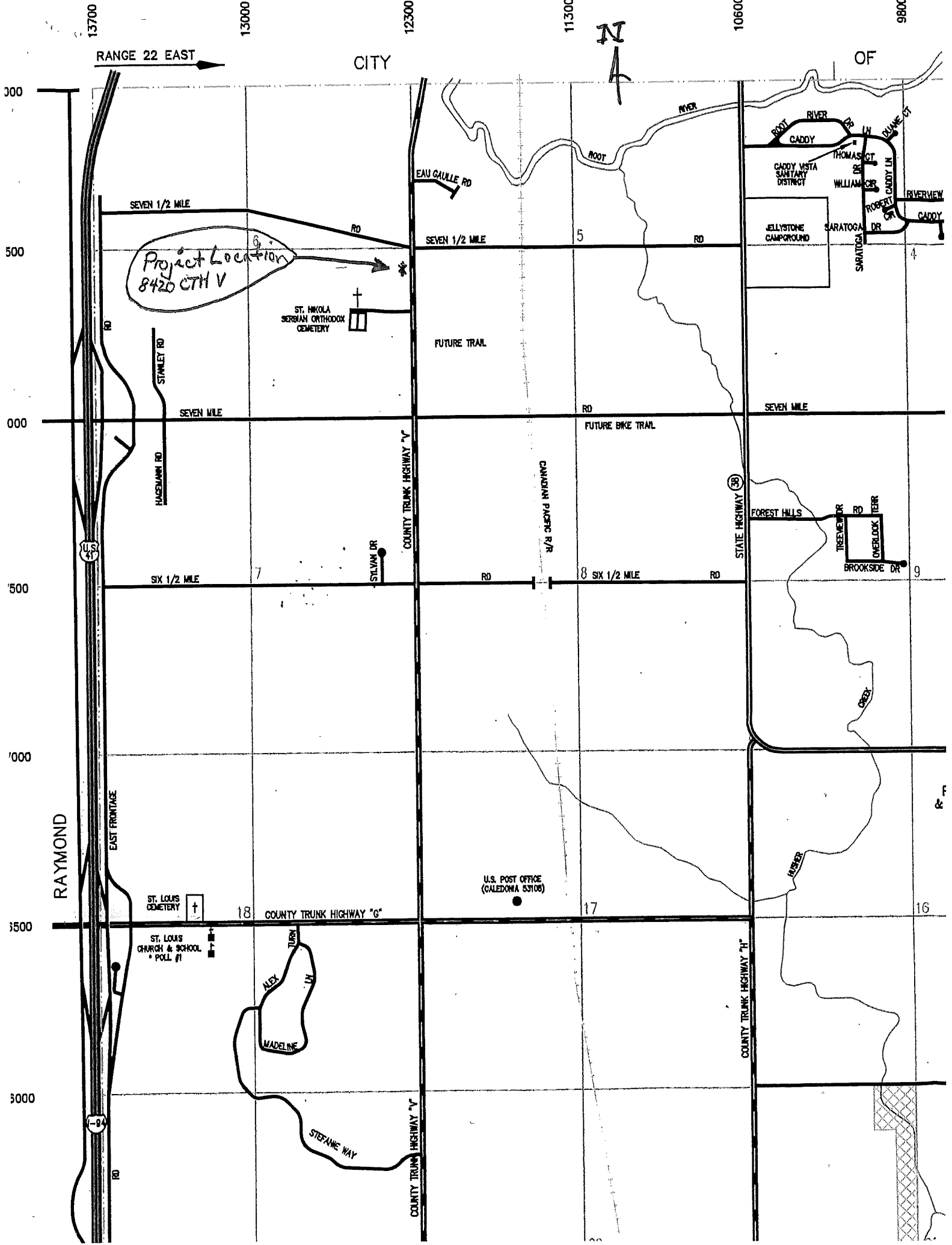
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Below are the current owners and applicant information:

- Eric J. Ross, Ross Holdings, LLC - 10579 S. Barton Road Oak Creek, WI 53154
(P. 262-909-1981)

Respectfully,

Eric Ross, Owner
Ross Landcare, LLC



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OF

SEVEN 1/2 MILE

SEVEN 1/2 MILE

SEVEN MILE

SEVEN MILE

SIX 1/2 MILE

FUTURE BIKE TRAIL

SIX 1/2 MILE

COUNTY TRUNK HIGHWAY "G"

COUNTY TRUNK HIGHWAY "H"

COUNTY TRUNK HIGHWAY "Y"

STATE HIGHWAY (36)

U.S. 41

U.S. 41

ST. LOUIS CEMETERY

ST. LOUIS CHURCH & SCHOOL
+ POLL #1

U.S. POST OFFICE
(CALEDONIA 53106)

ST. NIKOLA
SERBIAN ORTHODOX
CEMETERY

CADDY VISTA
SANITARY
DISTRICT

JELLYSTONE
CAMPGROUND

FOREST HILLS

TREEMOR

OVERLOOK TERR

BROOKSIDE DR

THOMAS ST

WILLIAM ST

SARATOGA DR

SARATOGA DR

ROBERT ST

CADDY LN

RIEVIEW

CADDY

DUANE CT

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VILLAGE OF CALEDONIA
5043 CHESTER LANE
RACINE WI 53402

262-835-4451

Receipt No: 5.003599

Feb 1, 2023

23-HT-01
ROSS HOLDINGS LLC
10579 S. BARTON ROAD
OAK CREEK WI 53154

| | |
|---|--------|
| Previous Balance: | 100.00 |
| BUILDING PERMITS - HOLDING TANK PERMIT #23-HT-01, 12333 7 1/2 MILE ROAD | 100.00 |
| <hr/> | |
| Total: | 100.00 |
| New Balance: | .00 |
| <hr/> | |
| CHECKS Check No: 1995 | 100.00 |
| Payor: ROSS HOLDINGS LLC | |
| Total Applied: | 100.00 |
| <hr/> | |
| Change Tendered: | .00 |
| <hr/> | |

02/01/2023 11:33 AM

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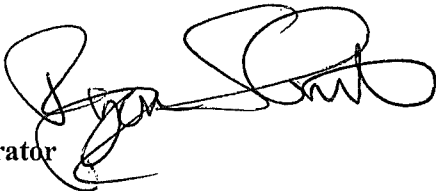
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TO: Village Board

FROM: Village Engineer 

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January 20, 2023

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5043 Chester Lane
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Re: Parcel ID 104-04-22-06-019-010

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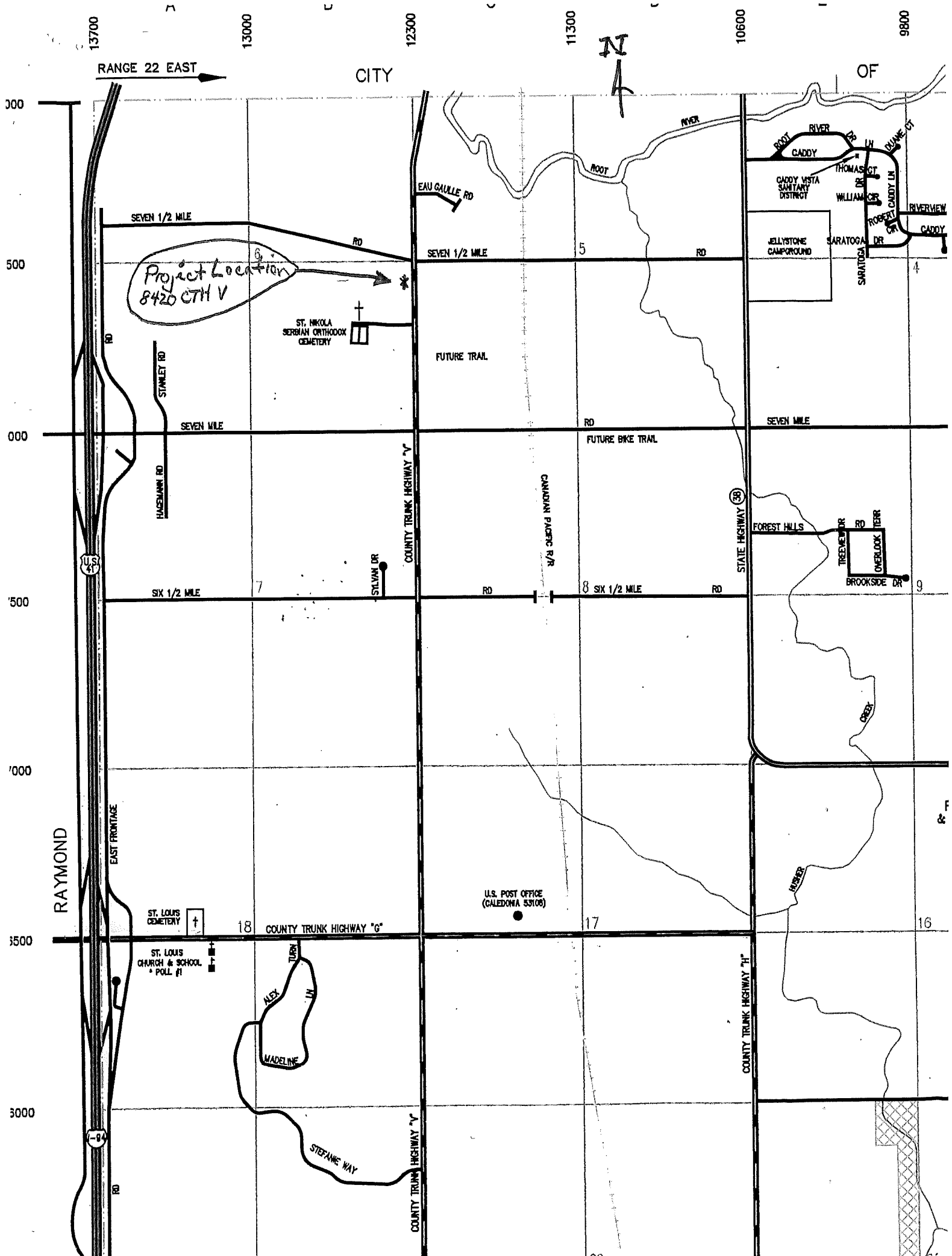
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Eric Ross, Owner
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VILLAGE OF CALEDONIA
5043 CHESTER LANE
RACINE WI 53402 262-835-4451

Receipt No: 5.003599 Feb 1, 2023

23-HT-01
ROSS HOLDINGS LLC
10579 S. BARTON ROAD
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| CHECKS Check No: 1995 | 100.00 |
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02/01/2023 11:33 AM

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date set forth below.

<END OF AGREEMENT>

<SIGNATURE PAGE FOLLOWS>

Dated this _____ day of _____, 2023.

VILLAGE OF CALEDONIA

By: _____
James R. Dobbs, Village President

Attest: _____
Joslyn Hoeffert, Village Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this ____ day of _____, 2023, the above-named **James R. Dobbs, Village President** and **Joslyn Hoeffert, Village Clerk** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Racine Co., WI
My Commission: _____

Dated this 7 day of February, 2023

OWNER: Ross Holdings LLC

By: _____
Eric J. Ross, Owner / Managing Member

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 7th day of February, 2023, the above-named **Eric J. Ross as Owner / Managing Member of Ross Holdings LLC, "Owner"**, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Diane M. Penzkowski
Notary Public, Racine Co., WI
My Commission: 4-2-2024

Original Instrument Drafted By:
Christopher A. Geary
Hostak, Henzl & Bichler, S.C.
Instrument Revised for this property by
Richard W. Sehrbrock

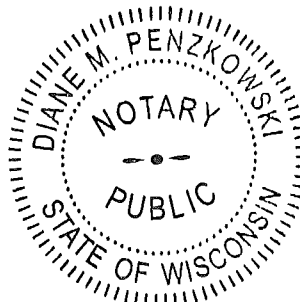


EXHIBIT "A"

VOL.11 PAGE 041

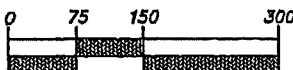
Document # 2511326
RACINE COUNTY REGISTER OF DEEDS
January 04, 2019 02:51 PM

CERTIFIED SURVEY MAP # 3332

PART OF THE SE 1/4 AND THE SW 1/4 OF THE NE 1/4 AND THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 22 EAST, IN THE VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN.

- (A) PARCEL CONVEYED TO RACINE COUNTY IN TRUSTEE'S DEED RECORDED AS DOCUMENT 2444008.
- (B) NO RECORDED EASEMENT DOCUMENTS WERE FOUND FOR DRIVEWAY, AND POWER POLE ENCROACHMENTS, ALONG THE SOUTH LINE OF LOT 3.
- (C) DEDICATED TO THE PUBLIC FOR ROAD PURPOSES, 37,389 SQ. FT. // 0.8583 ACRES.
- (D) BOUNDARY LINE DIMENSIONS PER DECEMBER 17, 2018, AGREEMENT BETWEEN SUBDIVIDER, AND GEORGE HEROLD, OWNER OF UNPLATTED LAND WEST OF LOT 1.

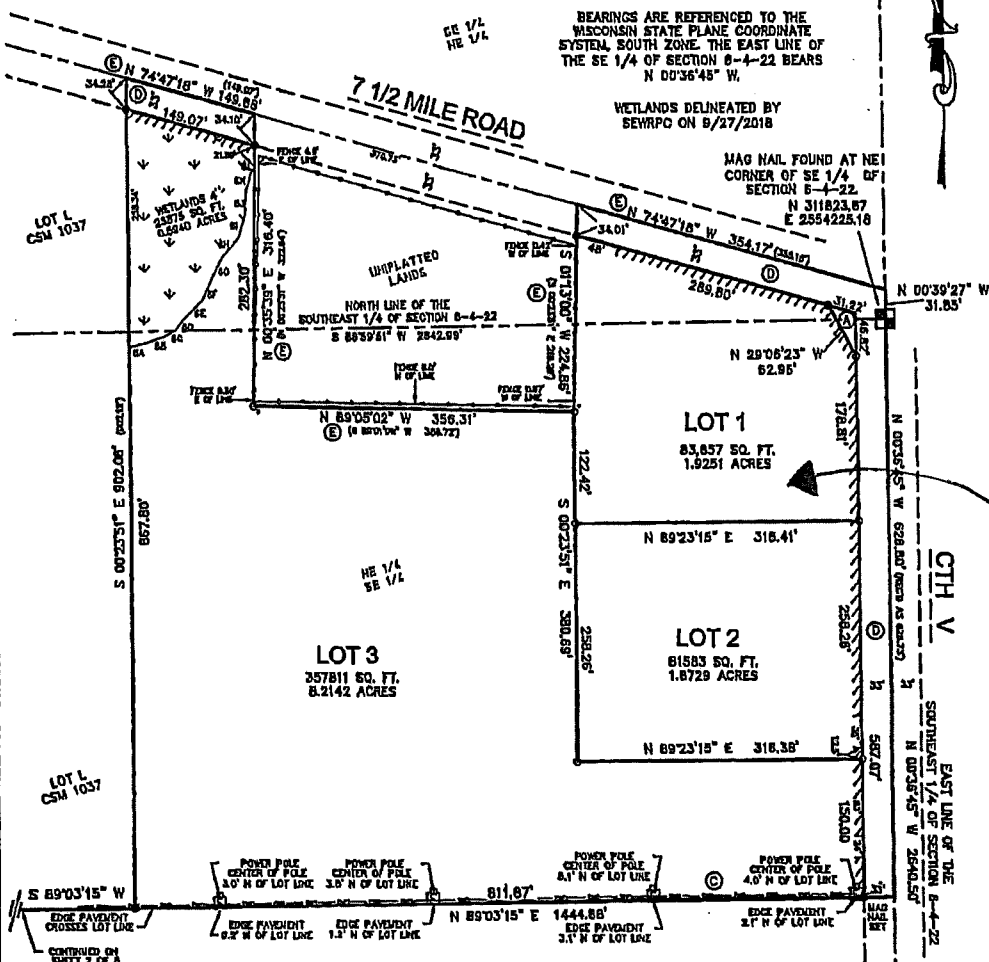
OWNER: ROBERT A. and THERESE A. PROCHASKA
TAX KEY No. ELY PART OF 104-04-22-06-019-000



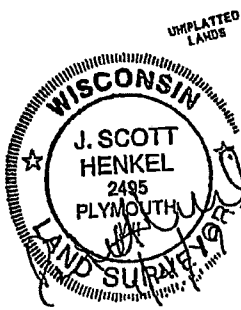
BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SE 1/4 OF SECTION 6-4-22 BEARS N 00°36'48" W.

WETLANDS DELINEATED BY SEWRPC ON 8/27/2018

MAG NAIL FOUND AT NE1 CORNER OF SE 1/4 OF SECTION 6-4-22
N 311823.67
E 2554225.18



12333 7 1/2 Mile Rd
Lot 1 CBM #3332
51-104-04-22-06-019-010



LEGEND

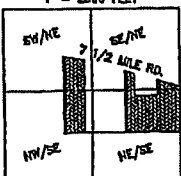
- CAPPED 3/4" IRON ROD FOUND
- 3/4" x 18" REBAR WEIGHING 1.13 LBS/FOOT SET.
- ||||| NO VEHICULAR ACCESS.
- (XXX XXX) RECORDED AS

MAG NAIL FOUND AT SE CORNER OF SE 1/4 OF SECTION 6-4-22
N 309183.66
E 2554253.41

QUAM ENGINEERING, LLC

122 WISCONSIN ST., WEST BEND WI, 53095
262-338-6641 www.quamengineering.com
Project # RL-02-18 Date: 12/18/18

VICINITY MAP
NE 1/4 SECTION 6-4-22
1" = 2000 FEET



SURVEYED & MAPPED
BY J. SCOTT HENKEL

[illegible]

HOLDING TANK SERVICING CONTRACT

This contract is made between:

| |
|--|
| Holding Tank Owner(s) Name(s): <u>Ross Holdings LLC</u> <u>(Eric Ross)</u> |
|--|

and

| |
|--|
| Pumper's Name: <u>PATS SERVICES</u> <u>ALAN L KADANEZ</u> |
| Contract Date: <u>12-7-2022</u> |

We acknowledge the installation of (a) holding tank(s) on the following property (provide legal description below, or attach hereto): 12333 7 1/2 Mile Road Caledonia, WI 53108

Parcel ID 104042206019010

SW Corner 7 1/2 Mile Road and CTH V

See exhibits "A" & "B"

1. The owner agrees to file a copy of this contract with the Racine County Development Services office and with the local governmental unit hereinafter called the "municipality," which has signed the holding tank agreement required in Section 19-77(a)(11) & Sec. 19-105, of the Racine County Code of Ordinances.
2. The owner agrees to have the holding tank(s) serviced by the pumper and guarantees to permit the pumper access and to enter upon the property for the purpose of servicing the holding tank(s). The owner agrees to maintain the all-weather access road or drive so that the pumper can service the holding tank(s) with the pumping equipment. The owner further agrees to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and pumper.
3. The pumper agrees to submit to the Racine County Development Services office and the municipality that has signed the holding tank agreement, a report for the servicing of the holding tank(s) on at least a semiannual basis and in accordance with DSPS 383.55, Wis. Adm. Code. The pumper further agrees to include the following in the semiannual report:
 - a. The name, address and registration number of the person responsible for servicing the holding tank;
 - b. The name of the owner of the holding tank;
 - c. The location of the property on which the holding tank is installed;
 - d. The sanitary permit number issued for the holding tank;
 - e. The dates on which the holding tank was serviced;
 - f. The volumes in gallons of the contents pumped from the holding tank for each servicing;
 - g. The disposal sites to which the contents from the holding tank were delivered.
4. This agreement will remain in effect until the owner or pumper terminates this contract. In the event of a change in this contract, the owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with the municipality and the County named above within ten (10) business days from the date of change to this service contract.

| |
|--|
| Owner(s) Name(s) - Print <u>Eric Ross</u> |
| Owner's Signature(s) <u>[Signature]</u> |

| |
|---|
| Pumper's Name - Print <u>ALAN L. KADANEZ</u> |
| Pumper's Signature <u>[Signature]</u> |
| Pumper's Registration Number <u>ST-16</u> |

| |
|--|
| Subscribed and sworn to before me on this date: <u>December 7, 2022</u> |
| <u>[Signature]</u> Notary Public |
| My commission expires: <u>February 24, 2023</u> |

This instrument was drafted by:

[Signature]
Richard W. Schrimpf

EXHIBIT "A"

VOL 11 PAGE 041

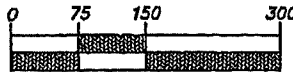
Document # 2511326
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CERTIFIED SURVEY MAP # 3332

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- (C) NO RECORDED EASEMENT DOCUMENTS WERE FOUND FOR DRIVEWAY, AND POWER POLE ENCROACHMENTS, ALONG THE SOUTH LINE OF LOT 3.
- (D) DEDICATED TO THE PUBLIC FOR ROAD PURPOSES. 37,389 SQ. FT. // 0.8583 ACRES.
- (E) BOUNDARY LINE DIMENSIONS PER DECEMBER 17, 2018, AGREEMENT BETWEEN SUBDIVIDER, AND GEORGE HEROLD, OWNER OF UNPLATTED LAND WEST OF LOT 1.

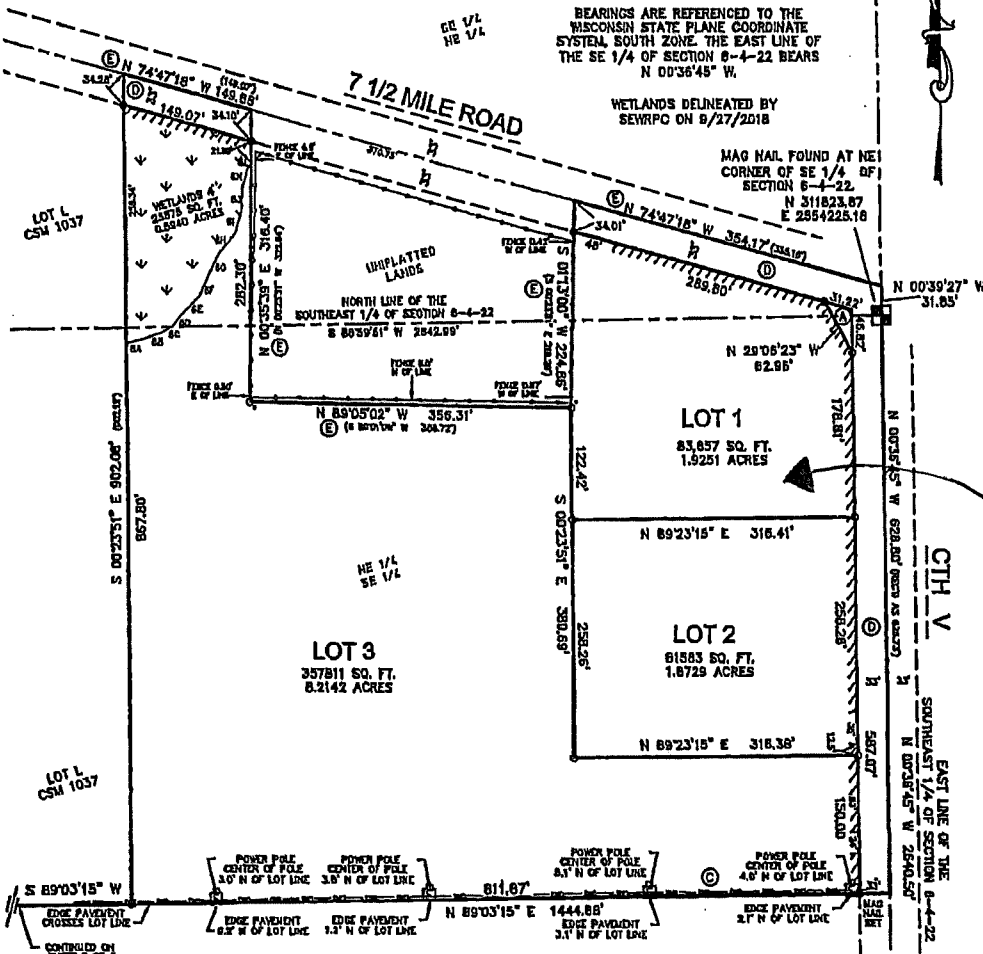
OWNER: ROBERT A. and THERESE A. PROCHASKA
TAX KEY No. ELY PART OF 104-04-22-08-019-000



BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE EAST LINE OF THE SE 1/4 OF SECTION 6-4-22 BEARS N 00°36'45" W.

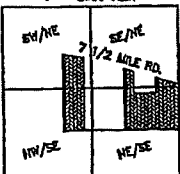
WETLANDS DELINEATED BY SEWRPC ON 8/27/2018

MAG NAIL FOUND AT NE1 CORNER OF SE 1/4 OF SECTION 6-4-22
N 311823.87
E 2554225.18

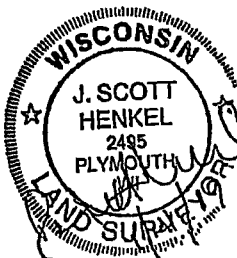


12333 7 1/2 Mile Rd
Lot 1 CSM #3332
51-104-04-22-06-019-010

VICINITY MAP
NE 1/4 SECTION 6-4-22
1" = 2000 FEET

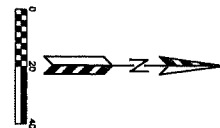


7 MILE RD.
SURVEYED & MAPPED
BY J. SCOTT HENKEL



QUAM ENGINEERING, LLC
122 WISCONSIN ST., WEST BEND WI, 53095
262-338-8641 www.quamengineering.com
Project # RL-02-18 Date: 12/18/18

12333 7 1/2 MILE ROAD
LOT 1, CSM # 3332
51-104-04-22-06-019-010

[illegible]

PSE
PARISH ENGINEERING & ENGINEERING

PROJECT TITLE:
ROSS HOLDINGS, LLC
7 1/2 MILE ROAD
CALEDONIA, WI 53108

PLAY TITLE:
PROPOSED
SITE PLAN

DRAWN BY:

DESIGNED BY

CHECKED BY

| | |
|--|--|
| | |
|--|--|

4774

PROJECT NO.

EV

SHEET NO:

2


[illegible]

| | | |
|---|---|--|
| Document # | <u>HOLDING TANK AGREEMENT</u> This agreement is made between the governmental unit and holding tank owner(s). | |
| Name and Return Address: Eric Ross 10579 S. Barton Rd. Oak Creek, WI 53154 | | |
| Parcel Id. #: | 104042206019010 | Agreement Date: 1/31/23 |
| Holding Tank Owner(s): | Eric J. Ross Managing Member - Ross Holdings LLC | Governmental Unit: Racine County |
| We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description below or attach) 12333 7 1/2 Mile Road Caledonia, WI 53108 Lot 1 CSM # 3332 Parcel # 104042206019010 See Attached Exhibits "A" and "B" | | |

or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private onsite wastewater treatment system (POWTS) as permitted under Ch. DSPS 383, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the County of Racine to issue a sanitary permit for the above described property, we agree to do the following:

1. Owner agrees to conform to all applicable requirements of Ch. DSPS 383, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the governmental unit to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.0703, Stats.
2. The owner agrees, pursuant to s. DSPS 383.54 (2), Wis. Adm. Code, to have a water meter installed in a building or structure, if required by code. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be finally responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the governmental unit to enter the above described property on a regular basis to read and/or inspect the water meter.
3. Owner agrees to pay all charges and cost incurred by the governmental unit for inspection, pumping, hauling, or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by the holding tank. The governmental unit shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
4. The owner, except as provided by s. 281.48 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration with the governmental unit. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the governmental unit within ten (10) business days from the date of change to the service contract.
5. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the governmental unit and the county, a report in accordance with s. DSPS 383.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 281.48 (3) (d), Stats., the owner shall submit the report to the governmental unit and the county. The governmental unit or county may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
6. This agreement will remain in effect only until the governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. DSPS 383, Wis. Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
7. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit the agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

| | | |
|---|---|--|
| Owner(s) Name(s) - Please Print Eric J. Ross Ross Holdings LLC | Governmental Unit Official Name - Please Print | Subscribed and sworn to before me on this date: 7th day of February 2023 |
| Notarized Owner(s) Signature(s)  | Governmental Unit Official Title - Please Print | Diane M. Penzkowski Notary Public |
| | Governmental Unit Official Signature | My commission expires: 4-2-2024 |

This instrument was drafted by: **Richard W. Schrock**
Richard W. Schrock

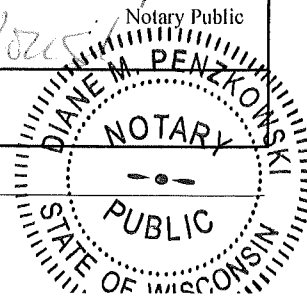


EXHIBIT "A"

VOL.11 PAGE 041

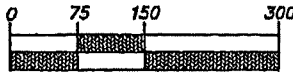
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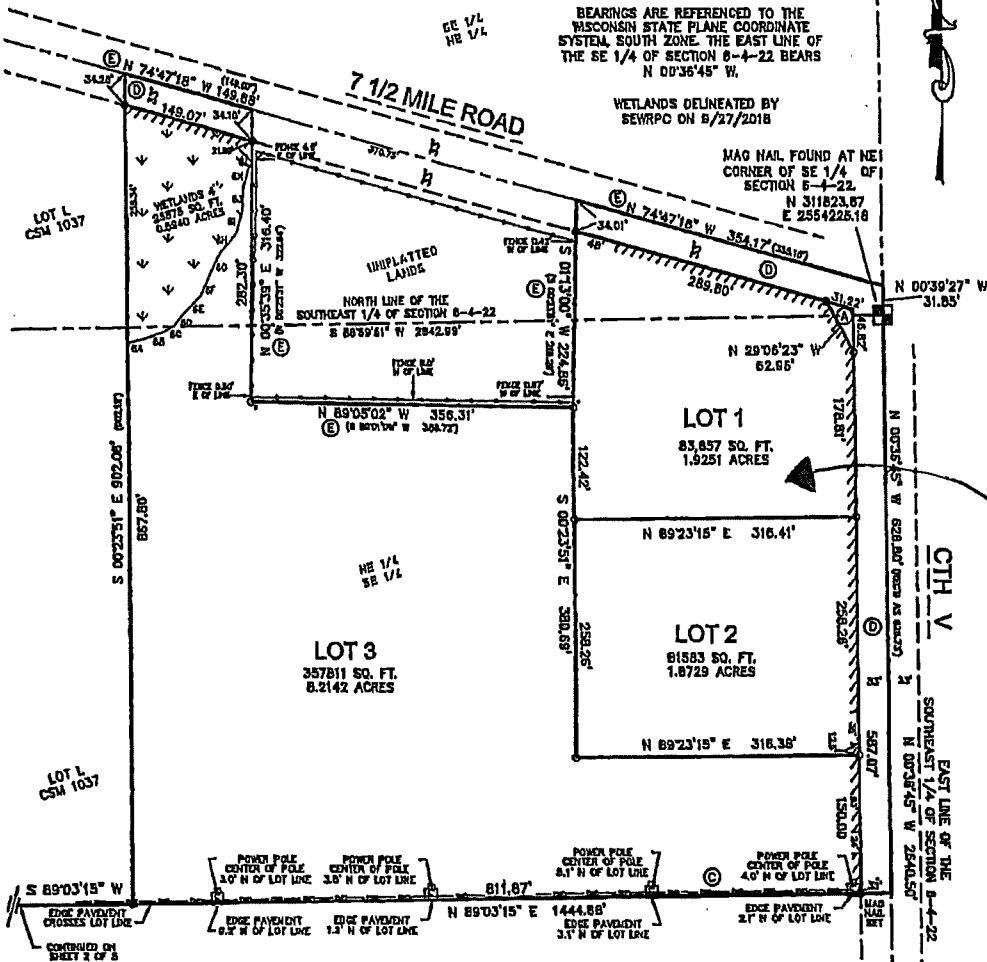
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TAX KEY Nos: ELY PART OF 104-04-22-06-019-000



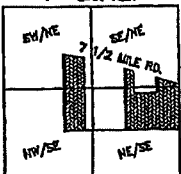
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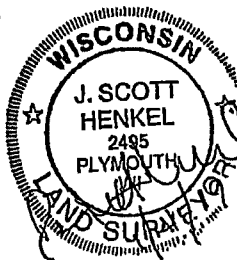
MAG NAIL FOUND AT NE1 CORNER OF SE 1/4 OF SECTION 6-4-22
N 311823.67
E 2554225.18



MONITOR MAP
NE 1/4 SECTION 6-4-22
1" = 2000 FEET



SURVEYED & MAPPED
BY J. SCOTT HENKEL



LEGEND

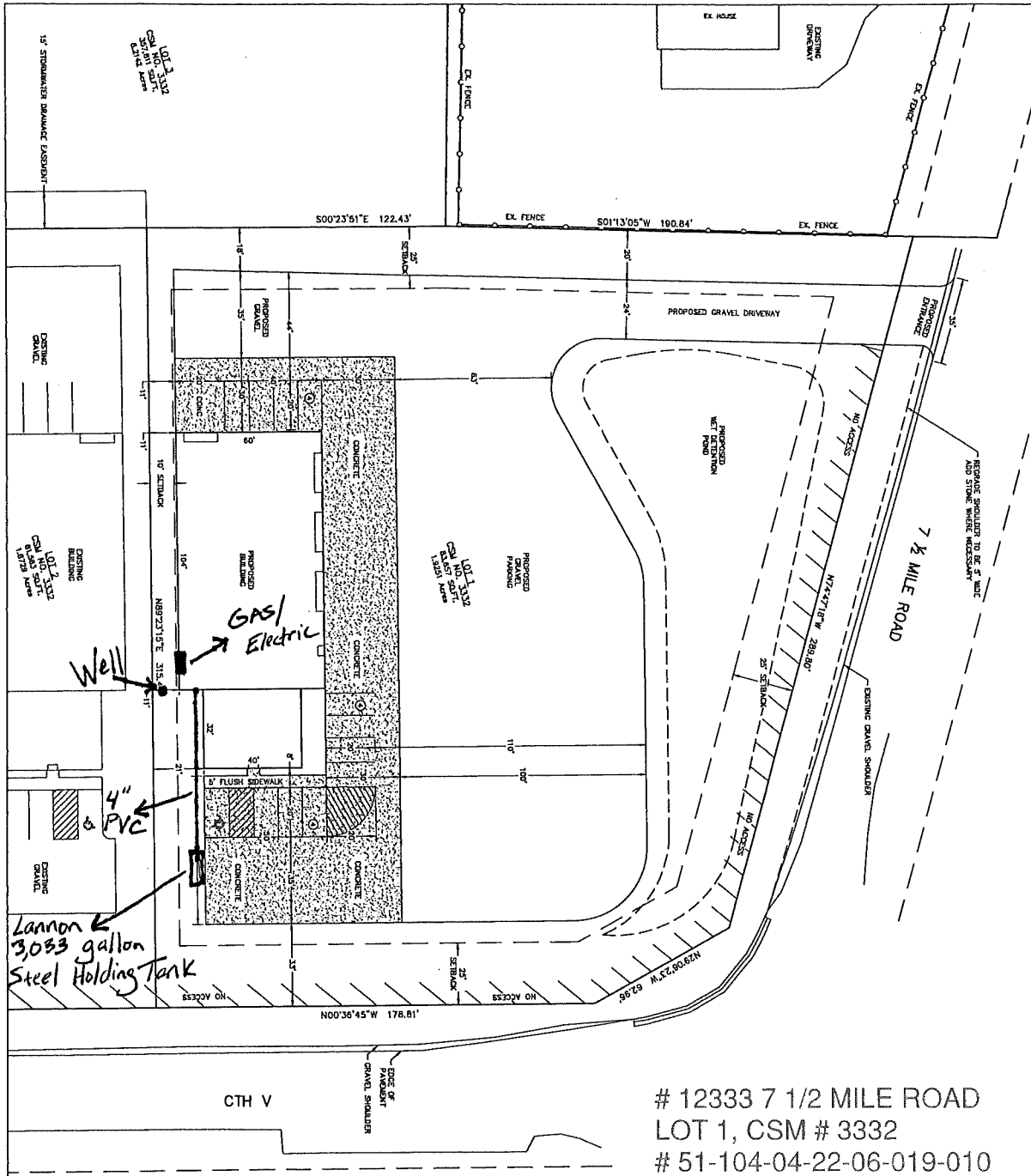
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- (XXX XXX) RECORDED AS

MAG NAIL FOUND AT SE CORNER OF SE 1/4 OF SECTION 6-4-22
N 309183.68
E 2554253.41

QUAM ENGINEERING, LLC

122 WISCONSIN ST., WEST BEND WI, 53095
262-338-6641 www.quamengineering.com
Project # RL-02-18 Date: 12/18/18

EXHIBIT "B"



12333 7 1/2 MILE ROAD
 LOT 1, CSM # 3332
 # 51-104-04-22-06-019-010

7-4-21
 [Professional Engineer Seal]

BEFORE EXISTING
 ACCESS TO COUNTY
 HIGHWAY

SITE PLAN NOTES:
 1. THE PROPOSED DRIVEWAY SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL ORDINANCES.
 2. THE PROPOSED DRIVEWAY SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL ORDINANCES.
 3. THE PROPOSED DRIVEWAY SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) AND THE LOCAL ORDINANCES.

SITE PLAN INFORMATION BLOCK

Project Name: LOT 1, CSM # 3332
 Project Number: 51-104-04-22-06-019-010
 Project Location: 7 1/2 MILE ROAD, CALEDONIA, WI 53108
 Project Date: 7-4-21
 Project Status: []
 Project Type: []
 Project Description: []
 Project Notes: []



| | | | | | | |
|---------------------------|--------------------------|----------------------|---------------------|--------------------|---|--|
| SHEET NO: C1.02 | PROJECT NO: 1714-2022 | PLAN DATE: 7-4-21 | DESIGNED BY: KJP | CHECKED BY: KJP | PROJECT TITLE: ROSS HOLDINGS, LLC 7 1/2 MILE ROAD CALEDONIA, WI 53108 | <div><div><div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div> <div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div></div> 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