

VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA

Wednesday, August 7, 2024 – 6:00 p.m. Caledonia Village Hall – 5043 Chester Lane

THIS WILL BE AN IN-PERSON MEETING

- 1. Meeting Called to Order
- 2. Roll Call
- 3. Approval of Minutes
 - a. Utility District Regular Meeting July 3, 2024
- 4. Citizen Comments

5. Communications and Announcements

- a. Racine Water Utility Agenda & Minutes
- b. Racine Sewer Utility Agenda & Minutes
- c. Notice of Potential Material Change of Circumstances Racine Area Intergovernmental Sanitary Sewer Service, Revenue-Sharing, Cooperation and Settlement Agreement April 25, 2002

6. Approval of O&M Bills

a. O&M Bills related to the Sewer, Water & Storm Water Utility District

7. Project Updates

- a. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade
- b. Annual Televising Program Sanitary Sewer
- c. Central Lift Station Safety Site & Attenuation Basin
- d. TID #4 Elevated Storage Tank & Adams Road Watermain
- e. Western Village / Sundance Heights Watermain Replacement
- f. Hoods Creek Aldebaran Brushing Project
- g. Turtle Creek Restoration
- h. 4 Mile Road Tile (Club View Subdivision to Erie Street)

8. Action Items

- Approval Storm Water Management Plan & Construction Plan Bio Solids Building Relocation – 13800 Golf Road
- b. Authorization of Signatures Storm Water Bio Filter and Easement Agreement 2115 5 ½ Mile Road – Racine Unified School District
- c. Authorization of Signatures Storm Water Retention Pond and Easement Agreement 2115 5 ¹/₂
 Mile Road Racine Unified School District
- 9. Adjournment

Village of Caledonia Utility District Meeting July 3, 2024

<u>1 – Order</u>

President Stacey called the Village of Caledonia Utility District meeting to order at 6:00 pm.

<u>2 – Roll Call</u>

- **PRESENT:** 4 President Howard Stacey, Robert Kaplan, Dave Ruffalo, and Kathleen Trentadue.
- **ABSENT:** 1 Trustee Lee Wishau

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

3 - Approval of Minutes May 1, 2024

A motion was made by Commissioner Kaplan to approve the Utility District's minutes of June 5, 2024, seconded by Commissioner Trentadue. **Motion carried 4-0.**

4 – Citizen Comments

5 – Communications & Announcements

a. Racine Water Utility Agenda & Minutes

The Commission looked over the agenda and minutes from the June 18th meeting of the Racine Water Utility.

b. Racine Sewer Utility Agenda & Minutes

The Commission looked over the agenda and minutes from the June 18th meeting of the Racine Sewer Utility.

c. Utility Operator Staffing Update

Director Bunkelman indicated that the Utility District is fully staffed as an Operator was hired and started.

d. Notice of Potential Material Change of Circumstance – Racine Area Intergovernmental Sanitary Sewer, Revenue Sharing, Cooperation and Settlement Agreement April 25, 2002

Director Bunkelman indicated that the City of Racine has filed a Notice of Potential Material Change in Circumstance with the Racine Wastewater Commission. The Racine Wastewater Commission will be meeting to discuss the notice in the near future.

<u>6 – Approval of O&M Bills</u>

a. Commissioner Kaplan moved to approve the Sewer Utility Invoices in the amount of \$24,947.29 from the June 26th invoice list. Seconded by Commissioner Trentadue.
 Motion carried 4-0.

- b. Commissioner Kaplan moved to approve the Water Utility Invoices in the amount of \$20,172.19 from the June 26th invoice list. Seconded by Commissioner Trentadue.
 Motion carried 4-0.
- **c.** Commissioner Kaplan moved to approve the Storm Water Utility Invoices in the amount of \$23,611.51 from the June 26th invoice list. Seconded by Commissioner Ruffalo. **Motion carried 4-0.**

8 – Project Updates

a. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade

Facility Plan to be wrapped up at a later date. Project on hold temporarily to not have conflicts with the Highway 38 Bridge Replacement. Riverbend Lift Station Pump #3 out of service. Ordered a new pump, awaiting delivery.

b. Annual Televising Program – Sanitary Sewer

Have begun sewer cleaning for 2024. Have identified areas that are in need of some maintenance from I & I. Will be looking to get a quote for lining and grouting the River Meadows area. Also need to get quotes for Armorock Manholes and lining of Sanitary Sewer along 3 Mile Road.

c. Central Lift Station Safety Site & Attenuation Basin

Air Release Valves have for replacement on the forcemain have been delivered. Meeting with Contractors set for July 9. Design of Basin continues.

d. TID #4 Elevated Storage Tank & Adams Road Watermain

Had a pre-application meeting with DNR & EPA on Tower. The meeting was productive and will be making submittal in a couple of weeks after identified items are resolved.

e. Western Village / Sundance Heights Watermain

Village Board awarded contact at the June 11th meeting. Held Pre-Construction Meeting on June 19th. Notice hand delivered to residents on June 21st. A.W. Oakes started the project on June 24th.

f. Hoods Creek – Aldebaran Brushing Project

Recently informed of a beaver dam near the lift station. Contractor to begin work when weather and ground conditions are conducive to performing work.

g. Turtle Creek Restoration

Southern Wisconsin Appraisal meeting with owners to discuss easements. Great Lakes Tree will remove trees in the Klema Ditch in the middle of July.

h. 4 Mile Road Tile (Club View Subdivision to Erie Street)

Drainage Study is currently underway. Notice sent out to affected owners.

9 – Action Items

a. Request for Assistance Discussion – 18" Drain Tile – Prairie Pathways Phase 6 – Ray Leffler

Director Bunkelman recommended to the District that a potential 50/50 cost share be considered with the developer up to \$350,000. Ray Leffler and Nancy Washburn were in attendance and stated that they would consider the cost share and report back to the District.

b. Approval of Professional Services Contract – James Orr Coating Inspection LLC – Water Tower Inspections

Director Bunkelman indicated that the Water Towers are required to have inspections performed every 5 years per DNR standards. This contract will perform the necessary inspections and provide reports as required. The cost of the contract is \$10,000.

Commissioner Trentadue moved to approve the Professional Services Contract with James Orr Coating Inspection LLC in the amount of \$10,000 for the DNR Water Storage Tank Inspections on all 3 towers. Seconded by Commissioner Kaplan. **Motion carried 4-0.**

<u>10 – Adjournment</u>

Upon a motion by Commissioner Trentadue and seconded by Commissioner Kaplan, the Commission moved to adjourn the regular meeting at 6:47 pm. **Motion carried 4-0.**

Respectively submitted, Anthony A. Bunkelman P.E.



City of Racine

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

Meeting Agenda

Waterworks Commission

Tuesday, July 16, 2024	4:00 PM	City Hall, Room 207
ROLL CALL		
<u>0596-24</u>	Subject: Approval of Minutes for the June 18, 2024, Waterwo Commission Meeting	orks
	Fiscal Note: N/A	
<u>Attachments:</u>	waterworks agenda 20240618	
<u>0597-24</u>	Subject: Communication from the Utility Administrative Mana Regarding Budget Expenditures through June 30, 2024	ager
	Fiscal Note: N/A	
<u>Attachments:</u>	rwu_budget expenditures_20240630	
<u>0600-24</u>	Subject: Resolution Authorizing the Issuance and Sale of up \$19,675,190 Waterworks System Revenue Bonds, Series 20 Providing for Other Details and Covenants with Respect The	24, and
	Fiscal Note : Financial Assistance Agreement funded through Safe Drinking Water Loan Program is in the amount of \$19,6 loan term of 20 years at a 2.365% rate.	

Attachments: bond resolution waterworks system revenue bonds 2024

CLOSED SESSION

It is the intent that the Waterworks Commission convene in Closed Session pursuant to Wisconsin Statute section 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of a public employee over which the Waterworks Commission has jurisdiction or exercises responsibility.

It is also intended that the Waterworks Commission will convene in Closed Session pursuant to Wisconsin Statutes section 19.85(1)(g) to discuss strategy for litigation in which the City of Racine is or is likely to be involved.

<u>0601-24</u>	Subject: Communication from Waterworks Commission President Tate II Recommending the Appointment of Dr. Anjuman Islam to the Position of Water Utility Director at Pay Grade R
	Fiscal Note: N/A
<u>Attachments:</u>	<u>resume_dr. a. islam</u>
<u>0603-24</u>	Subject: Communication from the City Attorney Requesting to Present a Proposed Settlement for the Claim of Blair and Angela Pfeffer
	Fiscal Note: N/A
OPEN SESSION	
	The Waterworks Commission will return to Open Session and may take action on any item discussed in Closed Session.
<u>0624-24</u>	Subject: Communication from Waterworks Commission President Tate II Regarding Water Utility Management during the Interim Period Between the Director Staffing Change
	Fiscal Note: N/A

Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the Water Utility Administration Office at 262.636.9181, at least 48 hours prior to this meeting.



City of Racine

Meeting Minutes - Draft

Waterworks Commission

Tuesday, July 16, 2024	4:00 PM	City Hall, Room 207
ROLL CALL		
	PRESENT: 6 -John Tate II, Natalia Taft, Terry McCarthy, Jens Jorgens Jim Sullivan EXCUSED: 2 -Stacy Sheppard and Cory Mason	on, Mollie Jones and
<u>0596-24</u>	Subject: Approval of Minutes for the June 18, 2024, Wate Commission Meeting	erworks
	Recommendation: To Approve	
	Fiscal Note: N/A	
	A motion was made by Vice President Taft, seconded by Alder Jo file be Approved	nes, that this
<u>0597-24</u>	Subject: Communication from the Utility Administrative M Regarding Budget Expenditures through June 30, 2024	anager
	Recommendation: To Receive & File	
	Fiscal Note: N/A	
	Highlights of the financial report given by Utility Administrative Manag	ger, Ken Scolaro.
	A motion was made by Vice President Taft, seconded by Alder Mo this file be Approved	Carthy, that
<u>0600-24</u>	Subject: Resolution Authorizing the Issuance and Sale of \$19,675,190 Waterworks System Revenue Bonds, Series Providing for Other Details and Covenants with Respect 1	2024, and
	Recommendation: To Approve with a Referral to the Fina Personnel Committee	ance &
	Fiscal Note : Financial Assistance Agreement funded thro Safe Drinking Water Loan Program is in the amount of \$1 with a loan term of 20 years at a 2.365% rate.	•

The Water Utility Director presented a Financial Assistance Agreement (FAA) Resolution needed to close out on a Clean Water Fund Loan (CWFL) for the Filter Rehab Project at the Utility.

A motion was made by Vice President Taft, seconded by Alder McCarthy, that this file be Approved with a Referral to the Finance and Personnel Committee

CLOSED SESSION

It is the intent that the Waterworks Commission convene in Closed Session pursuant to Wisconsin Statute section 19.85(1)(c) for the purpose of considering employment, promotion, compensation or performance evaluation data of a public employee over which the Waterworks Commission has jurisdiction or exercises responsibility.

It is also intended that the Waterworks Commission will convene in Closed Session pursuant to Wisconsin Statutes section 19.85(1)(g) to discuss strategy for litigation in which the City of Racine is or is likely to be involved.

A motion was made by Alder McCarthy, seconded by Alder Jones, to enter into Closed Session. The motion PASSED by the following vote:

AYES: 6 - Tate II

Taft McCarthy Jorgenson Jones Sullivan

- EXCUSED: 2 Sheppard Mason
- 0601-24 **Subject:** Communication from Waterworks Commission President Tate II Recommending the Appointment of Dr. Anjuman Islam to the Position of Water Utility Director at Pay Grade R

<u>0603-24</u> **Subject:** Communication from the City Attorney Requesting to Present a Proposed Settlement for the Claim of Blair and Angela Pfeffer

Fiscal Note: Settlement Amount of \$12,106.58

OPEN SESSION

The Waterworks Commission will return to Open Session and may take action on any item discussed in Closed Session.

A motion was made by Alder McCarthy, seconded by Alder Jones, to enter into Open Session. The motion PASSED by the following vote:

AYES: 6 - Tate II Taft McCarthy Jorgenson Jones Sullivan

	EXCUSED: 2 - Sheppard Mason
<u>0601-24</u>	Subject: Communication from Waterworks Commission President Tate II Recommending the Appointment of Dr. Anjuman Islam to the Position of Water Utility Director at Pay Grade R
	A motion was made by Vice President Taft, seconded by Alder McCarthy, that this file be Approved. The motion PASSED by a Voice Vote.
<u>0603-24</u>	Subject: Communication from the City Attorney Requesting to Present a Proposed Settlement for the Claim of Blair and Angela Pfeffer
	Fiscal Note: Settlement Amount of \$12,106.58
	A motion was made by Vice President Taft, seconded by Jorgenson, that this file be Approved. The motion PASSED by a Voice Vote.
<u>0624-24</u>	Subject: Communication from Waterworks Commission President Tate II Regarding Water Utility Management during the Interim Period Between the Director Staffing Change
	Recommendation: To Approve the Interim Plan with Wastewater Utility Director, Nate Tillis, acting in the Director role as needed with input and assistance from Utility Administrative Manager, Ken Scolaro.
	Fiscal Note: N/A
	A motion was made by Vice President Taft, seconded by Alder Jones, that this file be Approved
Adjournment	

There being no further business to address, the meeting was adjourned at 4:46 p.m.



City of Racine

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

Meeting Agenda

Wastewater Commission

Tuesday, July 16, 2024	4:30 PM	City Hall, Room 207	
ROLL CALL			
<u>0588-24</u>	Subject: Approval of Minutes for the June 18, 2024, Wastewat Commission Meeting	er	
	Fiscal Note: N/A		
<u>Attachments:</u>	ww minutes 20240618		
<u>0595-24</u>	Subject: Communication from the Utility Administrative Manag Regarding Budget Expenditures through June 30, 2024	er	
	Fiscal Note: N/A		
<u>Attachments:</u>	rwwu_budget expenditures_20240630		
<u>0537-24</u>	Subject: Proposal from Greeley and Hanson for Energy Plan Development Support		
	Fiscal Note: Time and materials, not to exceed \$7,518.45		
<u>Attachments:</u>	energy plan developmt suppt greeley & hanson		
<u>0536-24</u>	Subject: Communication by the Wastewater Utility Director Re Request For Proposal (RFP) for Lift Station Master Planning	garding a	
	Fiscal Note: N/A		
<u>Attachments:</u>	ww lift station eval rfp		
<u>0604-24</u>	Subject: Communication from Wastewater Commission Presider requesting that the City Attorney address the Wastewater Com- regarding the City of Racine's Notice of Potential Material Cha- Circumstances, dated June 21, 2024, and the Wastewater Com- responsibilities flowing therefrom	imission nge in	

0591-24 **Subject:** Treatment Plant and Conveyance System Project Updates

Fiscal Note: N/A

CLOSED SESSION

It is intended that the Wastewater Commission will convene in Closed Session pursuant to Wisconsin Statues Section 19.85(1)(e), to address matters that, for competitive or bargaining reasons, require a closed session, and which, if publicly noticed, would compromise such negotiation, and bargaining strategy.

<u>0592-24</u> **Subject:** Communication sponsored by Alder McCarthy requesting the Wastewater Commission meet regarding bargaining and development opportunities, which, for competitive and bargaining reasons require a closed session.

Fiscal Note: N/A

OPEN SESSION

The Wastewater Commission will return to Open Session and may take action on any item discussed in Closed Session.

Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the Wastewater Utility Administration Office at 262.636.9181, at least 48 hours prior to this meeting.



City of Racine

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

Meeting Agenda - Final

Wastewater Commission

Wednesday, July 24, 2024	5:00 PM	City Hall, Room 207
	Special Meeting	
ROLL CALL		
CLOSED SESSION		
	It is intended that the Wastewater Commission will convene in to Wisconsin Statutes section 19.85(1)(g) to confer with legal strategy to be adopted by the Wastewater Commission for liti- likely to be involved	l counsel concerning
<u>0633-24</u>	Subject: Communication from the Wastewater Utili recommending that the Wastewater Commission re permitted by Section 2.8.h., of the Racine Area Inte Service, Revenue Sharing, Cooperation and Settle April 25, 2002, as amended.	etain legal counsel as ergovernmental Sanitary
	Fiscal Note: N/A	
OPEN SESSION		
	The Wastewater Commission will return to Open Session and item discussed in Closed Session.	d may take action on any
Adjournment		
-	ed and have accessibility needs or need informat the Wastewater Utility Administration Office at 26 hours prior to this meeting.	· · ·

VILLAGE OF CALEDONIA				Payment Approval Report - All Utilit Report dates: 1/1/2024-8/1/2024			Page: Aug 01, 2024 04:38PN		
FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title		
ACH - SUPERFLEET									
Water Utility Fund	1730	ACH - SUPERFLEET	EJ974 062024	FUEL PURCHASE 5/20/24-6/19/2	06/20/2024	18.48	500-00-63200 Fuel, Oil, Fluids		
Sewer Utility Fund	1730	ACH - SUPERFLEET	EJ974 062024	FUEL PURCHASE 5/20/24-6/19/2	06/20/2024	18.49	501-00-63200 Fuel, Oil, Fluids		
Total ACH - SUPERFLI	EET:					36.97			
ACH - WE ENERGIES									
Water Utility Fund	380	ACH - WE ENERGIES	5088553130	JUNE 2024 GAS & ELECTRIC	07/30/2024	1,331.03	500-00-64140 Utilities		
Sewer Utility Fund	380	ACH - WE ENERGIES	5088553130	JUNE 2024 GAS & ELECTRIC	07/30/2024	12,285.29	501-00-64140 Utilities		
Storm Water Utility Fund	380	ACH - WE ENERGIES	5088553130	JUNE 2024 GAS & ELECTRIC	07/30/2024	225.43	502-00-64140 Utilities		
Total ACH - WE ENER	GIES:					13,841.75			
BADGER METER INC.									
Water Utility Fund	163	BADGER METER INC.	1670396	BADGER METER 103-4390 - 612	07/15/2024	1,056.27	500-18701-107 CIP - Meters		
Water Utility Fund	163	BADGER METER INC.	1670940	BADGER METER ITEM 103-8206	07/17/2024	157.43	500-18701-107 CIP - Meters		
Water Utility Fund	163	BADGER METER INC.	80164475	BEACON MBL HOSTING SERV	06/28/2024	373.95	500-00-64300 IT Maintenance & Subscriptions		
Water Utility Fund	163	BADGER METER INC.	80167532	JUL-24; BEACON MBL HOSTING	07/30/2024	373.95	500-00-64300 IT Maintenance & Subscriptions		
Total BADGER METER	R INC.:					1,961.60			
BLACKBURN MANUFACTU	RING CO	MPANY							
Water Utility Fund	217	BLACKBURN MANUFACTURING	0742601-IN	PR LG 18 W, CHANGE SCREEN	07/23/2024	478.30	500-00-64070 Work Supplies		
Sewer Utility Fund	217	BLACKBURN MANUFACTURING	0742601-IN	PR LG 18 W, CHANGE SCREEN	07/23/2024	478.30	501-00-64070 Work Supplies		
Storm Water Utility Fund	217	BLACKBURN MANUFACTURING	0742601-IN	PR LG 18 W, CHANGE SCREEN	07/23/2024	393.22	502-00-64070 Work Supplies		
Total BLACKBURN MA	NUFACT	URING COMPANY:				1,349.82			
BUILDING PERMIT REFUNI	D VENDO	R							
Sewer Utility Fund	271	BUILDING PERMIT REFUND VE	5004458	PERMIT REFUND FOR 5031/503	08/14/2023	10,200.00	501-00-47404 Sewer Connection Fee		
Water Utility Fund	271	BUILDING PERMIT REFUND VE	5004458	PERMIT REFUND FOR 5031/503	08/14/2023	3,100.00	500-00-49320 Impact Fees		
Total BUILDING PERM	IIT REFUI	ND VENDOR:				13,300.00			
BUY RIGHT, INC.									
Water Utility Fund	273	BUY RIGHT, INC.	14873-439357	LEG HFZW58250YW FZPRO WR	07/11/2024	18.75	500-00-63300 Vehicle Repairs & Maintenance		
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-439357	LEG HFZW58250YW FZPRO WR	07/11/2024	18.75	501-00-63300 Vehicle Repairs & Maintenance		
Sewer Utility Fund	273	BUY RIGHT, INC.	14873-440461	TEMP SERPENTINE BELT FOR	07/23/2024	40.87	501-00-63300 Vehicle Repairs & Maintenance		

VILLAGE OF CALEDONIA				Payment Approval Report - All Utilit Report dates: 1/1/2024-8/1/2024			Page: 2 Aug 01, 2024 04:38PM
FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total BUY RIGHT, INC	D.:					78.37	
CORE & MAIN LP							
Water Utility Fund	405	CORE & MAIN LP	V191965	8X15 REP CLIP, CTS DR9 PE TU	07/03/2024	2,676.03	500-00-64270 Infrastructure Maintenance
Water Utility Fund	405	CORE & MAIN LP	V343958	EA2-70-50 7'0 AP CURB BOX 3/4	07/30/2024	749.30	500-00-64270 Infrastructure Maintenance
Water Utility Fund	405	CORE & MAIN LP	V351236	6X12-1/2 REP CLP & 6X15 REP	07/31/2024	697.96	500-00-64270 Infrastructure Maintenance
Total CORE & MAIN L	_P:					4,123.29	
DIGGERS HOTLINE							
Water Utility Fund	519	DIGGERS HOTLINE	240 7 68901 P	2ND PREPAYMENT 2024	07/12/2024	890.05	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	519	DIGGERS HOTLINE	240 7 68901 P	2ND PREPAYMENT 2024	07/12/2024	890.05	501-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	519	DIGGERS HOTLINE	240 7 68901 P	2ND PREPAYMENT 2024	07/12/2024	890.05	502-00-64240 Building Repairs & Maintenance
Total DIGGERS HOTL	LINE:					2,670.15	
DORNER COMPANY							
Sewer Utility Fund	551	DORNER COMPANY	511554	AUMA SHAFT ADAPTER X5	06/28/2024	901.65	501-00-64070 Work Supplies
Total DORNER COMF	PANY:					901.65	
EP ELECTRIC PUMP							
Water Utility Fund	9342	EP ELECTRIC PUMP	024753	SCADA FOR TOWER, MEMCO B	07/18/2024	120.00	500-00-64150 Communication Services
Sewer Utility Fund	9342	EP ELECTRIC PUMP	024753	SCADA FOR 4 MILE LS, CADDY,	07/18/2024	360.00	501-00-64150 Communication Services
Storm Water Utility Fund	9342	EP ELECTRIC PUMP	024753	SCADA 4 MILE STORM	07/18/2024	60.00	502-00-64150 Communication Services
Total EP ELECTRIC P	PUMP:					540.00	
G & F EXCAVATING							
Sewer Utility Fund	687	G & F EXCAVATING	36150	RELAY SEWER LATERAL FROM	07/26/2024	7,840.00	501-00-64250 Equipment Repairs & Maintenanc
Total G & F EXCAVAT	TING:					7,840.00	
GRAINGER							
Sewer Utility Fund	3290	GRAINGER	9169979110	EXHAUST FAN NORTH MAIN ST	07/02/2024	119.32	501-00-64240 Building Repairs & Maintenance
Total GRAINGER:						119.32	

VILLAGE OF CALEDONIA				Payment Approval Report - All Utilit Report dates: 1/1/2024-8/1/2024			Page: 3 Aug 01, 2024 04:38PM
FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
KORTENDICK HARDWARE	:						
Sewer Utility Fund		KORTENDICK HARDWARE	166347	COUPLER & SPADE DRAIN	07/03/2024	51.28	501-00-64240 Building Repairs & Maintenance
Water Utility Fund	1096	KORTENDICK HARDWARE	166398	HARDWARE NET	07/08/2024		500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	166476	LEADER HOSE & MENDER HOS	07/11/2024	17.07	
Water Utility Fund	1096	KORTENDICK HARDWARE	166483	PVC RATCHET PIPE CUTTER, C	07/11/2024	37.80	500-00-64070 Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	166511	HARDWARE NET CREDIT	07/12/2024	-40.49	500-00-64260 Grounds Repairs & Maintenance
Total KORTENDICK H	ARDWAR	E:				106.15	
KRIETE GROUP							
Sewer Utility Fund	1098	KRIETE GROUP	X103068357:0	RIBBED BELT	07/24/2024	99.26	501-00-63300 Vehicle Repairs & Maintenance
Total KRIETE GROUP	:					99.26	
LIGHTHOUSE COMMUNIC	ATIONS						
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1270624	WATER STATEMENT MAILING 2	06/27/2024	1,376.94	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1270624	SEWER STATEMENT MAILING 2	06/27/2024	1,376.94	501-00-64030 Office Supplies
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1270624	WATER STATEMENT MAILING 2	06/27/2024	3,819.42	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIO	1270624	SEWER STATEMENT MAILING 2	06/27/2024	3,819.43	501-00-64040 Postage & Shipping
Total LIGHTHOUSE C	OMMUNI	CATIONS:				10,392.73	
LINCOLN CONTRACTORS	SUPPLY						
Sewer Utility Fund	1172	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024	166.19	501-00-64070 Work Supplies
Water Utility Fund	1172	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024	199.50	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	1172		J11793	PINTLE HITCH, MANHOLE COV	07/30/2024		501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	1172	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024		500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund			J11793	PINTLE HITCH, MANHOLE COV	07/30/2024		501-00-63200 Fuel, Oil, Fluids
Water Utility Fund	1172	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024	149.50	500-00-64070 Work Supplies
Total LINCOLN CONTI	RACTOR	S SUPPLY:				756.33	
MACQUEEN EQUIPMENT							
Water Utility Fund	9334	MACQUEEN EQUIPMENT	P34437	SWIVEL JOINTS	06/26/2024	88.35	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	9334	MACQUEEN EQUIPMENT	P34437	SWIVEL JOINTS	06/26/2024		501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	9334	MACQUEEN EQUIPMENT	P34438	BALL VALVES	06/26/2024	49.91	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	9334	MACQUEEN EQUIPMENT	P34438	BALL VALVES	06/26/2024		501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	9334	MACQUEEN EQUIPMENT	P34532	SWIVEL JOINT CREDIT	07/03/2024	-88.35	500-00-63300 Vehicle Repairs & Maintenance
Sewer Utility Fund	9334	MACQUEEN EQUIPMENT	P34532	SWIVEL JOINT CREDIT	07/03/2024	-265.05	501-00-63300 Vehicle Repairs & Maintenance

/ILLAGE OF CALEDONI/	4			Payment Approval Report - All Utilit Report dates: 1/1/2024-8/1/2024			Page: 4 Aug 01, 2024 04:38PM
FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MACQUEEN E	EQUIPMENT:					199.64	
NETWORK SPECIALIST	OF RACINE,	, INC.					
Nater Utility Fund		NETWORK SPECIALIST OF RAC	46219	AUGUST 2024 OFFICE ANYWHE	07/02/2024		500-00-64300 IT Maintenance & Subscriptions
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	46219	AUGUST 2024 OFFICE ANYWHE	07/02/2024	300.00	501-00-64300 IT Maintenance & Subscriptions
Total NETWORK SF	PECIALIST C	DF RACINE, INC.:				600.00	
NORTH AMERICAN SAF	ETY SYSTEM	MS					
Nater Utility Fund	1409	NORTH AMERICAN SAFETY SY	24-1723	PERMIT REQUIRED - CONFINE	07/15/2024	425.00	500-00-51300 Education/Training/Conferences
Sewer Utility Fund	1409	NORTH AMERICAN SAFETY SY	24-1723	PERMIT REQUIRED - CONFINE	07/15/2024	425.00	501-00-51300 Education/Training/Conferences
Total NORTH AMER	RICAN SAFE	TY SYSTEMS:				850.00	
NORTHERN LAKE SERV	ICE, INC						
Nater Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2410545	2024 WDNR DRINKING WATER	07/02/2024	29.00	500-00-62560 Water Sampling and Testing
Nater Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2411171	2024 WDNR DRINKING WATER	07/12/2024	275.00	500-00-62560 Water Sampling and Testing
Total NORTHERN L	AKE SERVIO	CE, INC:				304.00	
OAK CREEK WATER UT	ILITY						
Nater Utility Fund	1423	OAK CREEK WATER UTILITY	5364	WATER TESTS	07/03/2024	365.00	500-00-62560 Water Sampling and Testing
Nater Utility Fund	1423	OAK CREEK WATER UTILITY	5371	WATER TESTS	07/25/2024	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK	WATER UTIL	ITY:				730.00	
PAYNE & DOLAN, INC.							
Nater Utility Fund	1474	PAYNE & DOLAN, INC.	10-00013513	2 1/2 X 1 1/2 STONE	07/19/2024	64.68	500-00-64270 Infrastructure Maintenance
Total PAYNE & DOL	AN, INC.:					64.68	
RACINE WATER & WAST	TEWATER UT	FILITIES					
Nater Utility Fund	1574	RACINE WATER & WASTEWATE	WAINV-17423	APRIL - JUNE 2024; BAC-T SAM	07/16/2024	1,350.00	500-00-62560 Water Sampling and Testing
Total RACINE WAT	ER & WASTE	EWATER UTILITIES:				1,350.00	
RAY HINTZ INC.							
Sewer Utility Fund	1592	RAY HINTZ INC.	65366	3 YARDS PTS	06/27/2024	81.00	501-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	1592	RAY HINTZ INC.	65418	2 YDS PTS	07/11/2024	54.00	

VILLAGE OF CALEDONI	A			Payment Approval Report - All Utili Report dates: 1/1/2024-8/1/2024			Page: 5 Aug 01, 2024 04:38PM
FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Sewer Utility Fund	1592	RAY HINTZ INC.	65443	3 YARDS PTS & 1 BAG 50# GRA	07/23/2024	381.00	501-00-64260 Grounds Repairs & Maintenance
Total RAY HINTZ IN	IC.:					516.00	
REVERE ELECTRIC							
Sewer Utility Fund			S5151163.002	24 VOC POWER SUPPLIED FOR	07/01/2024		501-00-64250 Equipment Repairs & Maintenanc
Sewer Utility Fund	1629	REVERE ELECTRIC	S5164935.001	PLC EXPANSION END CAP FOR	07/11/2024	67.95	501-00-64250 Equipment Repairs & Maintenanc
Total REVERE ELE	CTRIC:					725.20	
SCHNABEL PRINTING A							
Water Utility Fund		SCHNABEL PRINTING AND INVI	126604	3 PART CARBONLESS REGISTE	07/01/2024		500-00-64030 Office Supplies
Sewer Utility Fund	1033	SCHNABEL PRINTING AND INVI	126604	3 PART CARBONLESS REGISTE	07/01/2024	448.60	501-00-64030 Office Supplies
Total SCHNABEL P	RINTING AN	ID INVITATION CENTER:				897.20	
STARNET TECHNOLOG	IES						
Storm Water Utility Fund	1855	STARNET TECHNOLOGIES	024503	STARNET, ENCLOSURE NEMA4	06/28/2024	2,176.00	502-00-64250 Equipment Repairs & Maintenanc
Total STARNET TE	CHNOLOGIE	ES:				2,176.00	
UTILITY VENDOR REFU	ND						
Water Utility Fund		UTILITY VENDOR REFUND	000-2580-00	REFUND WATER SERVICE OVE	07/29/2024	582.82	500-00-46251 Residential Service
Total UTILITY VENI	DOR REFUN	ID:				582.82	
WESTERN CULVERT & Storm Water Utility Fund		WESTERN CULVERT & SUPPLY	071005	18"X20' CMPA 4 PIECES, 18" BA	07/30/2024	3,159.60	502-00-65151 Culvert Replacements
Total WESTERN CI	ULVERT & S	UPPLY INC.:				3,159.60	
Grand Totals:						70,272.53	
			NT TOTALS				
		Sewer Utility		\$41,467.74			
		Storm Wate					
		Water Utility		\$21,900.4 <u>9</u>			
		тот	AL	\$70,272.53			

CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET

Riverbend Drive Lift Station Safety Site & Forcemain Upgrade

• Facility Plan to be wrapped up at a later date. Project on hold temporarily to not have conflicts with the Highway 38 Bridge Replacement. Riverbend Lift Station Pump #3 out of service. Ordered a new pump, awaiting delivery. Reached out to update delivery. Delivery now approximately October 29, 2024.

Annual Televising Program – Sanitary Sewer

• Cleaning for 2024 continues. Have had issues with Vactor Truck which has slowed cleaning. Will be looking to get a quote for lining and grouting the River Meadows area and also need to get quotes for Armorock Manholes and lining of Sanitary Sewer along 3 Mile Road. Looking to place both projects in 2025 budget if possible.

Central Lift Station Safety Site & Attenuation Basin

• Meeting with Contractor held on July 9. Working toward getting valves replaced when estimate for replacement has been received. Design of the Basin continues. Received 60% plans and are under cursory review.

TID #4 Elevated Storage Tank & Adams Road Watermain

• Plans for project near complete. Have submitted for wetland disturbance permit for installation of watermain.

Western Village / Sundance Heights Watermain

• Project under construction. Currently working on the west end of the subdivision. Had an unfortunate water main break last Friday. Portion of area was out of service for approximately 1.5 to 2 hours.

CALEDONIA UTILITY DISTRICT STORM WATER PROJECTS PROJECT SUMMARY WORKSHEET

Hoods Creek – Aldebaran Brushing Project

• Contractor had been out briefly to start work when weather changed and postponed work. Will begin work when weather and ground conditions are conducive to performing work.

Turtle Creek Restoration

- Southern Wisconsin Appraisal meeting with owners to discuss easements.
- Great Lake Tree will remove trees in the Klema Ditch in the middle of July. Trees have not been removed yet have a call into the contractor to see what the issue is. Have also been in touch with an Arborist to potentially spray the Klema Ditch to prevent tree growth.

4 Mile Road Tile (Club View Subdivision to Erie Street)

• Drainage Study is currently underway.

MEMORANDUM

DATE:	Tuesday,	Tuly	30	2024
DAIE:	Tuesuay,	July	30,	2024

TO: Caledonia Utility District

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

anthory Bunkelman

RE: Approval - Storm Water Management Plan & Construction Plan – Bio Solids Building Relocation – 13800 Golf Road

BACKGROUND INFORMATION

Joshua Murray P.E. of Nielsen, Madsen, & Barber S.C. has prepared a Storm Water Management Plan and Mark Madsen P.E. of Nielsen, Madsen, & Barber S.C. has prepared a Construction Plan for the relocation of the Bio Solids Building to be at 13800 Golf Road. The Improvements include the following: 30,240 sq ft Bio Solids Building, a new driveway access from Golf Road, and storm water management.

The proposed improvements require an update to the existing Storm Water Management Plan for the fill site, which was done with the issuance of a Land Disturbance Permit in 2014. This site falls under Stream Protection Storm Water Regulations. Stream Protection Storm Water Regulations are that the 100 yr. post development peak runoff must be reduced to or below the 2 yr. predevelopment peak runoff. The site must also achieve 80% Total Suspended Solids removal.

The Storm Water Management Plan meets the Ordinance by meeting the required reductions in peak flow (26.58 cfs peak 100 vs 35.96 cfs peak 2) and the required TSS removal (81.78% TSS vs 80% TSS).

The Construction Plans show the proposed grading for the site, construction of the Storm Water Management Basin and the necessary details for the project.

The Storm Water Management Plan and Construction Plan have been reviewed by the Public Services Director and the Village Engineer. It is recommended that the Storm Water Management Plan and Construction Plan are approved at the August 7th, 2024 Commission Meeting.

RECOMMENDATION

Move to approve the Storm Water Management Plan and Construction Plan for the Bio Solids Building Relocation at 13800 Golf Road subject to the following:

1) The Design Engineer determines that the Storm Water Management Plan and Site Construction Plan approved by the Caledonia Utility District is technically adequate and is stamped by the Design Engineer.

- 2) Legal Description and Exhibit for the Property and a Storm Water Easement (for the Storm Water Pond) be provided, and the Owner executes the Storm Water Easement.
- 3) A Financial Guarantee will need to be made and a Deposit Agreement will need to be executed by the Owner to ensure that the Storm Water Pond is constructed, asbuilted, and certified by the Design Engineer. This is to ensure that the Storm Water Pond is constructed in accordance with the approved plans.
- 4) The applicant obtains all necessary permits from the Village, County and State as necessary prior to performing the project.

STORM WATER MANAGEMENT PLAN

FOR

Hintz Bio Building

Village of Caledonia, Racine County, Wisconsin

June 24, 2024



PREPARED FOR: Dan Hintz Hintz Development, LLC 7108 STH 38 Caledonia, WI 53108 Ph: (262) 835-7770 Email: <u>dan@rayhintz.com</u>

PREPARED BY:

Joshua A. Murray, P.E. Nielsen Madsen & Barber, S.C. 1458 Horizon Boulevard Suite 200 Racine, WI 53406 Ph: (262) 634-5588 Email: <u>imurray@nmbsc.net</u>

STORM WATER MANAGEMENT PLAN

FOR

Hintz Bio Building

TABLE OF CONTENTS

- 1. Introduction
- 2. Methods of Analysis
- 3. Pre-Developed Conditions
- 4. Post-Developed Conditions
- 5. Storm Water Quality and Quantity
- 6. Routing Data
- 7. Conclusion

Appendix A

• Soils Map

Appendix **B**

• WinSLAMM Water Quality Analysis

Appendix C

• HydroCAD Routing Details

Appendix D

- Culvert Sizing Reports (DEV-2, DEV-3, DEV-4)
- Culvert Drainage Area Map (STM-1)

Appendix E

- Pre-Developed Conditions Map (PRE-1)
- Post-Developed Conditions Map (DEV-1)

INTRODUCTION

Nielsen Madsen + Barber (NMB) was retained by Hintz Development, LLC to prepare a site grading, drainage, and Storm Water Management Plan for the proposed relocation of a bio building to 13038 Golf Road in the Village of Caledonia.

The development, located on Parcel ID Nos. 104-04-22-31-021-000 and 104-04-22-31-007-000, will consist of the relocation of an existing biosolids storage building and associated driveway, parking, landscaping, and a retention basin.

The Wisconsin Department of Natural Resources (WDNR) Chapter NR 151 of the State of Wisconsin Administrative Code and the Village of Caledonia Post-Construction Stormwater Management Ordinance require an 80% reduction of the Total Suspended Solids (TSS) load for new development sites. This site is also located within the Village of Caledonia's I-94 corridor, which requires that the peak discharge rate for the post-developed 100-year, 24-hour rainfall event does not exceed the pre-developed peak discharge rate for the 2-year, 24-hour rainfall event.

To address these requirements, a retention basin has been designed to control the peak rates of runoff and achieve the TSS load reduction.

METHOD OF ANALYSIS

The method used for this storm water analysis was the United States Department of Agriculture, Natural Resources Conservation Service, Urban Hydrology for Small Watersheds, Technical Release No. 55 (TR-55). The specific software is HydroCAD V10, as produced by HydroCAD Software Solutions LLC. In running this model, NMB determined runoff curve numbers (CN) and times of concentration (Tc) for the individual drainage areas. This information was then used to generate storm hydrographs and peak discharge rates. In addition, WinSLAMM V10.5, as produced by PV and Associates, LLC., was utilized to analyze the water quality of the Post-Developed runoff.

PRE-DEVELOPED CONDITIONS

Pre-developed conditions consist of predominately cropland and woodlands. A Pre-Developed Conditions Map can be found in Appendix "E" of this report.

The pre-developed drainage area has been further described as follows:

PRE-1

Subbasin PRE-1 totals 43.276 acres and consists of cropland and woodlands with a single-family development and a portion of Golf Road that drains overland to the north side of the site.

POST-DEVELOPED CONDITIONS

Post-developed conditions consist of the relocated building, pavement areas, grassed areas, and a proposed retention basin.

Culverts have been designed to accommodate runoff from the 10-year storm. Calculations for the culvert sizing can be found in Appendix "D" of this report.

A Post-Developed Conditions Map can be found in Appendix "E" of this report.

The post-developed drainage area has been divided into eight sub-basins as follows:

DEV-1 (Onsite area directly tributary to the retention basin)

Sub-basin DEV-1 totals 16.576 acres and consists of roof, pavement, lawn/grassed areas, and the proposed retention basin that discharges to the north of the site.

DEV-2 (Onsite area tributary to EW 1.1 on the south side of the proposed driveway)

Sub-basin DEV-2 totals 6.558 acres and consists of roof, pavement and lawn/grassed areas tributary to the proposed driveway culvert that discharges to the south central portion of the proposed retention basin.

DEV-3 (Onsite area tributary to EW 2.1 on the south side of the proposed driveway)

Sub-basin DEV-3 totals 15.456 acres and consists of pavement, woodlands, and lawn/grassed areas tributary to the proposed twin driveway culverts that discharge to the southwest corner portion of the proposed retention basin.

DEV-4 (Onsite area tributary to EW 3.1 on the west side of the proposed driveway)

Sub-basin DEV-4 totals 1.783 acres and consists of pavement, woodlands, and lawn/grassed areas tributary to the proposed driveway culvert that discharges to DEV-3.

UND-1 (Undetained area on the north and west sides of the site)

Sub-basin UND-1 totals 2.480 acres and consists of limited pavement and lawn/grassed areas that drain overland to the north and west sides of the site.

UND-2 (Undetained area on the southeast corner of the site)

Sub-basin UND-2 totals 0.421 acres and consists of limited pavement and lawn/grassed areas that drain overland to the southeast corner of the site.

OFF-1 (Offsite area tributary to the west side of the site)

Sub-basin OFF-1 totals 0.751 acres and consists of limited pavement and woodlands tributary to DEV-4.

OFF-2 (Offsite area tributary to the south side of the site)

Sub-basin OFF-2 totals 10.453 acres and consists of pavement, croplands, and grassed areas tributary to the existing Golf Road culvert that discharges to DEV-3.

STORM WATER QUALITY AND QUANTITY

Stormwater quality and quantity standards have been established by the WDNR through the "NR 151 Runoff Management" regulation. This regulation establishes runoff pollution performance standards for post-construction development sites consisting of one acre or more of land disturbing construction activity. The Village of Caledonia has also established its own stormwater quality and quantity standards in its Post-construction Stormwater Management Ordinance.

The proposed development will be required to follow the storm water management standards established by Village of Caledonia in addition to the WDNR which apply as follows:

Soil Data and Infiltration: Existing soils have been reviewed using the Web Soil Survey developed by the U.S. Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS). The Web Soil Survey indicates predominately Ashkum silty clay loam and Ozaukee silt loam throughout the site, which are classified as Hydrologic Soil Group "C" soils. Additionally, from the WDNR Technical Standard 1002, "Site Evaluation for Stormwater Infiltration", silty clay loam and silt loam are listed with design infiltration rates of 0.04 and 0.13 inches/hour, respectively. These infiltration rates are less than the 0.6 inches/hour exemption threshold rate. A map of the existing soils on the site is included in Appendix "A".

Total Suspended Solids Load Reduction: A stated before, NR 151 and the Village of Caledonia require an 80% reduction of the TSS load for new development sites. A WinSLAMM model has been prepared for the post-developed drainage area which includes land usage and treatment methods. A retention basin with a five-foot (5') deep permanent pool is proposed to treat runoff from the site (DEV-1, 2, 3, 4). The "Other Treatment Device" was utilized in WinSLAMM to account for the offsite tributary (OFF-1 and OFF-2) flows' impact on the efficiency of the pond, while not receiving treatment credit for those areas. In addition, grassed side slopes of 2% or less and as wide as the driveway are proposed to achieve the required TSS reduction for the limited portion of the proposed driveway not tributary to the retention basin (UND-1).

When these parameters were analyzed in WinSLAMM, the retention basin was found to provide a TSS reduction of 81.78% for the 40.37-acre drainage area (DEV-1, 2, 3, 4). The proposed treatment system, as designed, exceeds the NR 151 and Village of Caledonia's treatment goals of 80% TSS reduction. A copy of the WinSLAMM input data and the output summary can be found in Appendix "B" of this report.

Peak Discharge Management: The Village of Caledonia's I-94 corridor Stream Protection Standard requires that the peak discharge rate for the post-developed 100-year, 24-hour rainfall event does not exceed the pre-developed peak discharge rate for the 2-year, 24-hour event. This requirement has been achieved through the storage within the proposed retention basin. Detailed sub-basin and routing information can be found in Appendix "C" of this report.

A summary of the proposed retention basin design is as follows:

PROPOSED RETENTION BASIN

Contributory Watershed:	51.577 Acres (DEV-1,2,3,4, OFF-1,2)
Design Surface Area:	88,008 Square Feet (2.02 Acres)
Normal Water Level (NWL):	741.00
Maximum side slope grade:	4:1
High Water Mark (100-Year storm):	744.00
High Water Mark (10-Year storm):	742.65
High Water Mark (2-Year storm):	741.94
Top of Berm:	745.00
Free Board provided:	1.00 Feet
Safety Shelf:	10' Wide (10:1 slope)
Emergency Spillway:	10′ Long at 744.00
	100-yr HWM (plugged conditions):
	13.80 cfs @ 744.57

PROPOSED RETENTION BASIN STAGE-STORAGE DATA

Elevation	Area (acres)	Inc. Volume (ac-ft)	Cum. Volume (ac-ft)
741.00	2.020	0.000	0.000
742.00	2.395	2.208	2.208
743.00	2.910	2.653	4.860
744.00	3.461	3.185	8.046
745.00	3.760	3.610	11.656

RETENTION BASIN OUTLET CONTROL STRUCTURE

Proposed Primary Outlet: Emergency Overflow: 51'-30" RCP @ 0.25%, IE @ 741.00 10' long grass-lined weir with 4:1 side slopes Crest Elevation at 744.00

ROUTING DATA

RETENTION BASIN	Basin NWL	Peak Inflow	Peak Outflow	HWM	Storage (Ac-ft)
2-Yr. 24-Hour Storm	741.00	32.27 cfs	3.59 cfs	741.94	2.062
10-Yr. 24-Hour Storm	741.00	66.43 cfs	10.14 cfs	742.65	3.862
100-Yr. 24-Hour Storm	741.00	142.91 cfs	25.55 cfs	744.00	8.029

CONCLUSION

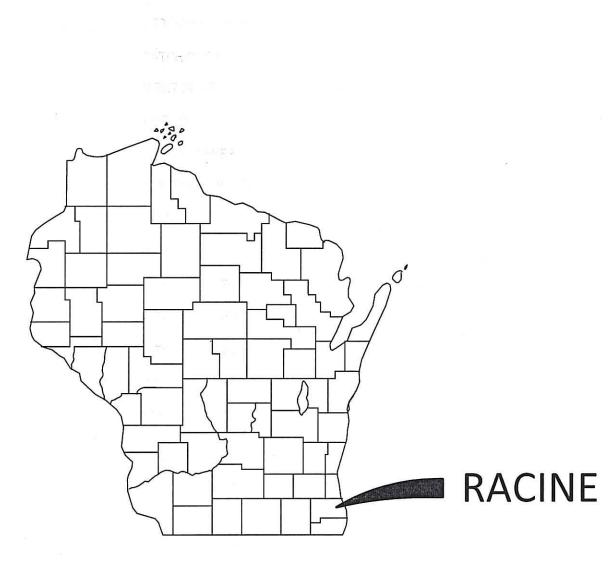
The total allowable peak discharges from the site were calculated as follows:

	Pre-Developed	Offsite (OFF-1 + OFF-2)	Total Allowable
	Peak Discharge	Discharge	Discharge
Q ₂	25.53 cfs	10.43 cfs	$Pre_2 + OFF_2 = 35.96 cfs$
Q ₁₀	51.44 cfs	20.57 cfs	$Pre_2 + OFF_{10} = 46.10 cfs$
Q ₁₀₀	109.25 cfs	42.77 cfs	$Pre_2 + OFF_{100} = 68.30 cfs$

The total allowable peak discharges from the site were then compared to the post-developed peak discharges rates as follows:

	Total Allowable	Post-Developed
	Discharge	Peak Discharge
Q ₂	35.96 cfs	3.75 cfs
Q ₁₀	46.10 cfs	10.54 cfs
Q ₁₀₀	68.30 cfs	26.58 cfs

After comparing the post-developed peak discharges to the allowable peak discharges, we conclude that the proposed system exceeds the Village of Caledonia and WDNR NR 151 design standards. By utilizing the proposed retention basin the water quality goals have been exceeded reducing the total suspended solids loading by more than 80%, on an average annual basis.



LEGEND

Description	Existing	Description	Existing	Proposed
EDGE OF WOODS	\sim	WATER SHUT OFF	°64	
DECIDUOUS TREE	<u>ن</u> ے ور	WATER MAIN VALVE	××	M
DECIDUOUS TREE REMOVAL	6" •	HYDRANT	Q	Q
CONIFEROUS TREE	· · · · ·	WATER MAIN REDUCER	\triangleright	
CONIFEROUS TREE REMOVAL	A 6"	SANITARY MANHOLE	S	
BUSH	ED T	SANITARY CLEAN OUT	0	•
SOIL BORING	🚫 SB 1	STORM MANHOLE	\square	
TELEPHONE BOX	Т	CATCH BASIN		
GUY WIRE	\rightarrow	LIGHT POLE	-×	
UTILITY POLE	Ċ	ENDWALL	\triangleleft	\checkmark
GAS VALVE	ск	STORM SEWER	STM	—)——
GAS METER		SANITARY SEWER	SAN	>
SEPTIC VENT	Ŷ	WATERMAIN		—W
ELECTRIC MANHOLE	\bigcirc	CONTOURS	650	
COMMUNICATION MANHOLE	\odot	FIRE PROTECTION		FP
WATER MANHOLE	\bigotimes	UTILITY CROSSING		
HVAC UNIT		DITCH OR SWALE		
UNDERGROUND VAULT	Δ	CULVERT	□ <u>12" CMP</u> □	12" CMP
SECTION CORNER	\odot	RAILROAD TRACKS	-++++++ -	
MAIL BOX		FENCE	—x——x—	
GUARD POST	8	NO VEHICULAR ACCESS	<u>/////////////////////////////////////</u>	
STREET SIGN	ŀ	UNDERGROUND ELECTRIC	——Е——	
ELECTRIC PEDESTAL	Ц	UNDERGROUND GAS MAIN	G	
ELECTRIC METER		UNDERGROUND COMMUNICATIONS	СМ	
PAD MOUNT TRANSFORMER		SILT FENCE	— <i>//</i> —	
FOUND IRON PIPE	0	OVERHEAD ELECTRIC	OHE	
SET IRON PIPE	•	FORCE MAIN	\	
DRY WELL	Ø			



UTILITY NOTE

ABBREVIATIONS

BL

FP OHWM ТОВ ТОС TOW

CHD

C&G CB CL EOP FFF FG

BASE LINE	
LONG CORD OF CURVE	
CURB AND GUTTER	
CATCH BASIN	
CENTERLINE	
EDGE OF PAVEMENT	
FINISHED FIRST FLOOR	
FINISHED GRADE	
FLOW LINE	
FLOODPLAIN	
ORDINARY HIGH WATER MARK	
TOP OF BANK	
TOP OF CURB	
TOP OF WALK	

INVERT ELEVATION	ΙE
LENGTH OF CURVE	ARC
MANHOLE	MH
NORMAL WATER LEVEL	NWL
POINT OF CURVATURE	PC
POINT OF TANGENCY	PT
TANGENCY OF CURVE	TAN
POINT OF VERTICAL INTERSECTION	PVI
RADIUS	R
RIGHT OF WAY	ROW
SANITARY SEWER	SAN
STORM SEWER	STM
TOP OF FOUNDATION	TOF
WATER MAIN	WM

CONSTRUCTION PLANS tor **BIO BUILDING**

SITE GRADING, DRAINAGE & PAVEMENT IMPROVEMENTS

for HINTZ DEVELOPMENT, LLC.

Village of Caledonia, Racine County, Wisconsin

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL DIGGERS HOTLINE PRIOR TO ANY CONSTRUCTION.

BENCH MARKS

- 1. TOP NUT OF HYDRANT ON INTERSECTION OF 27TH STREET AND HILLTOP LANE ELEVATION: 741.43
- 2. 7" SPIKE IN POWER POLE #88T19927 ON 27TH STREET SOUTH OF HILLTOP LANE ELEVATION: 734.05
- 3. TOP NUT OF HYDRANT ON 27TH STREET SOUTH OF HILLTOP LANE ELEVATION: 732.86

SHEET INDEX

Plan Sheet	Sheet No.
TITLE SHEET	C-1
EXISTING CONDITIONS	C-2
DIMENSIONED SITE PLAN	C-3
SITE DEMOLITION PLAN	C-4
MASTER SITE GRADING OVERVIEW	C-5
SITE GRADING & EROSION CONTROL PLAN	C-6 & C-7
TYPICAL SECTIONS & CONSTRUCTION DETAILS	C-8 THRU C-10
PLAN SPECIFICATIONS	C-11

CLIENT

HINTZ DEVELOPMENT, LLC. DAN HINTZ 7108 STH 38 CALEDONIA, WI 53108 PHONE: 262-835-7770 EMAIL: dan@rayhintz.con

GOVERNING AGENCY CONTACTS

VILLAGE OF CALEDONIA PETER WAGNER DEVELOPMENT DIRECTOR OFFICE: 262-835-6446 EMAIL: pwagner@caledonia-wi.gov

> TONY BUNKELMAN, P.E. UTILITY DIRECTOR OFFICE: 262-835-6416 EMAIL: abunkleman@caledonia-wi.gov

RYAN SCHMIDT, P.E. PUBLIC WORKS DIRECTOR OFFICE: 262-835-6475 EMAIL: rschmidt@caledonia-wi.gov DEPARTMENT OF NATURAL RESOURCES PETER C. WOOD, PE WATER RESOURCE ENGINEER OFFICE: 262-884-2360 EMAIL: peterwood@wisconsin.gov

PUBLIC UTILITY CONTACTS

AT&T

MIKE TOYEK OFFICE: 262-636-0549 EMAIL: mt1734@att.com

TDS TELECOM

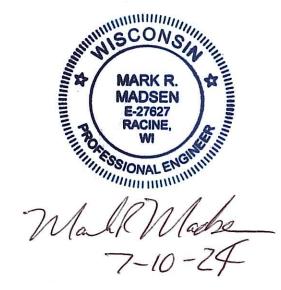
SOUTHEAST WISCONSIN OFFICE: 877-483-7142

SPECTRUM

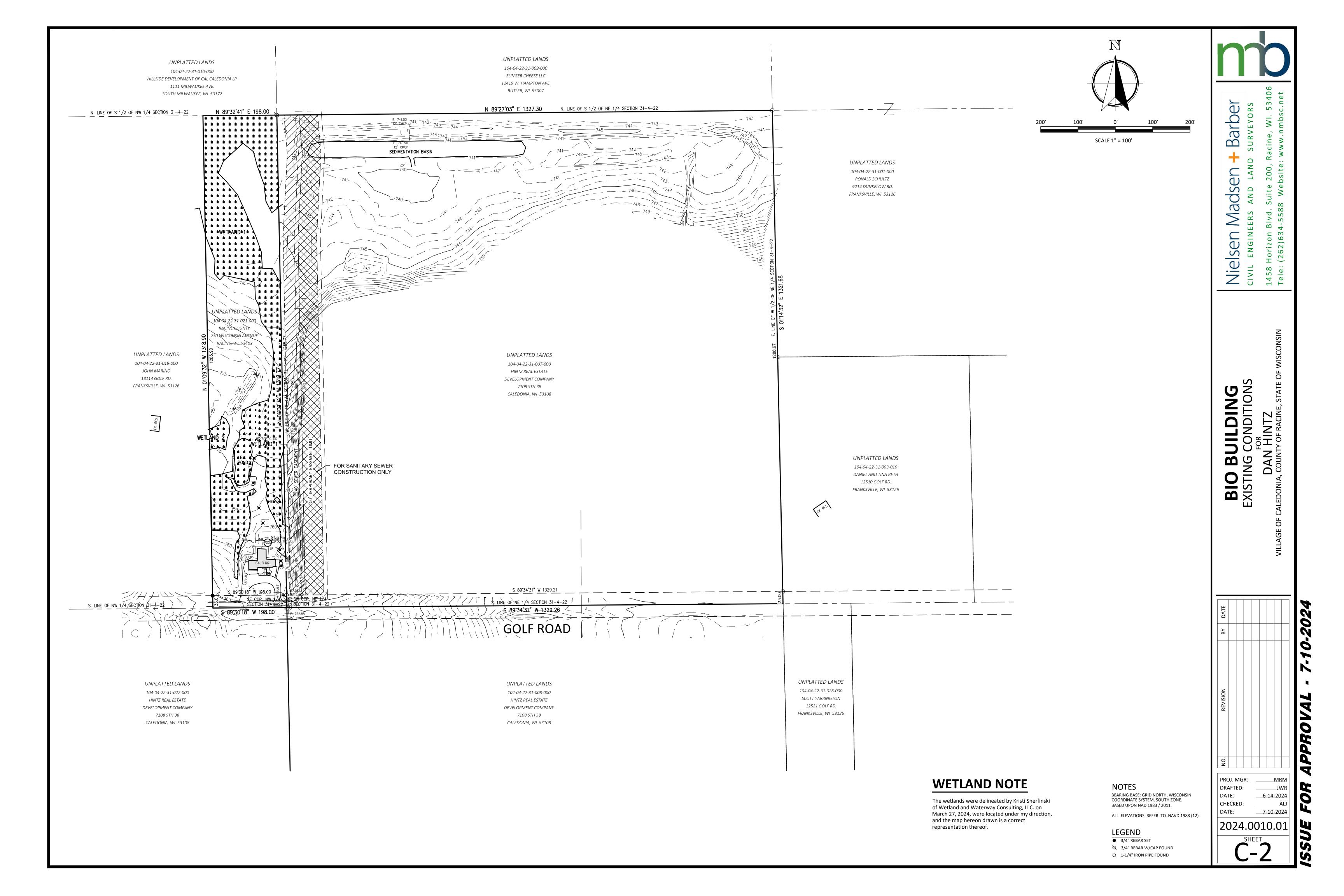
ROBERT TUNUTA UTILITY COORDINATOR OFFICE: 414-277-4205 CELL: 414-758-5688 EMAIL: tunuta@charter.net WE-ENERGIES ALLIE MILLER KENOSHA SOUTH OFFICE: 262-552-3227 EMAIL: allie.miller@we-energies.com

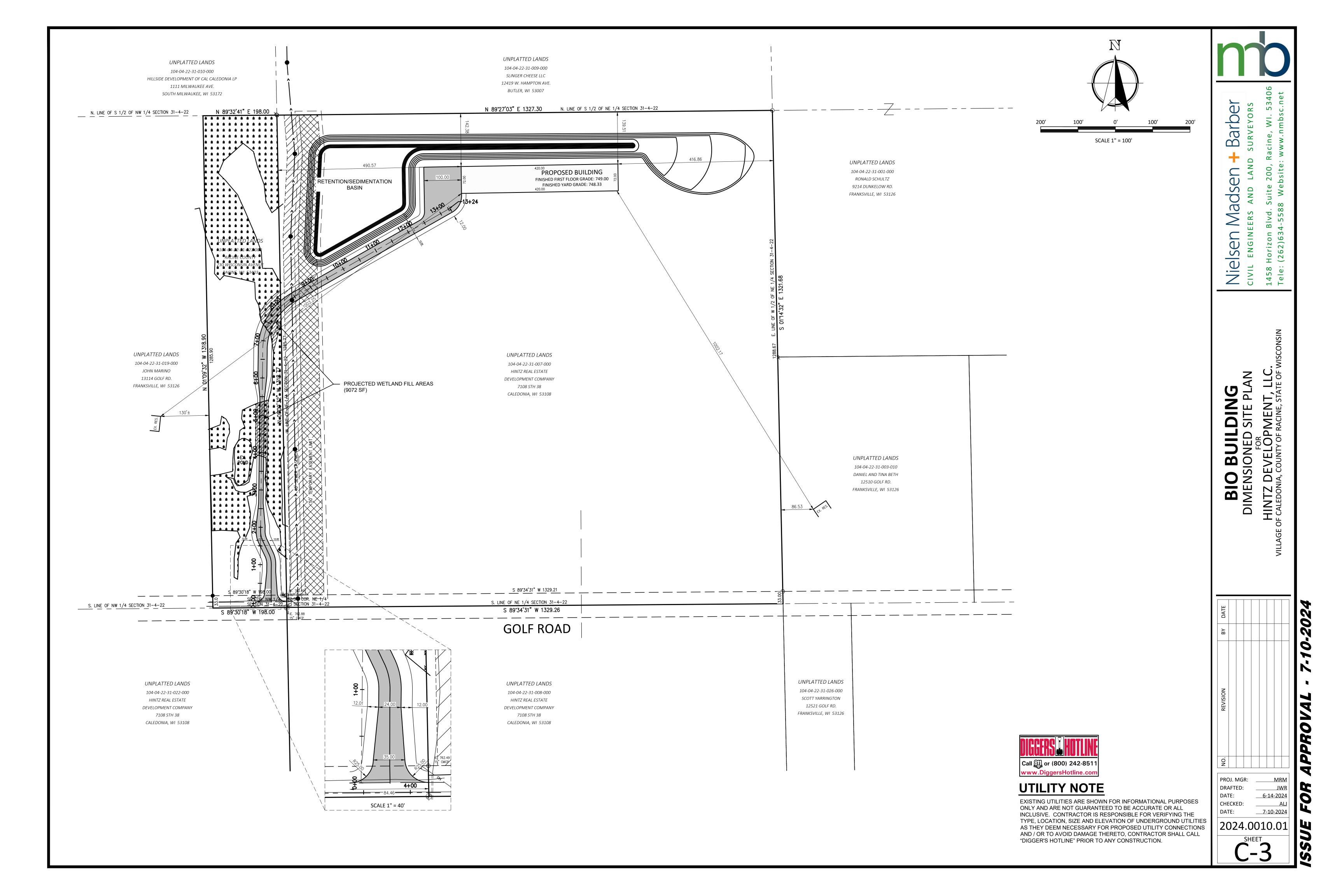
> NATURAL GAS EMERGENCY: (800) 261-5325

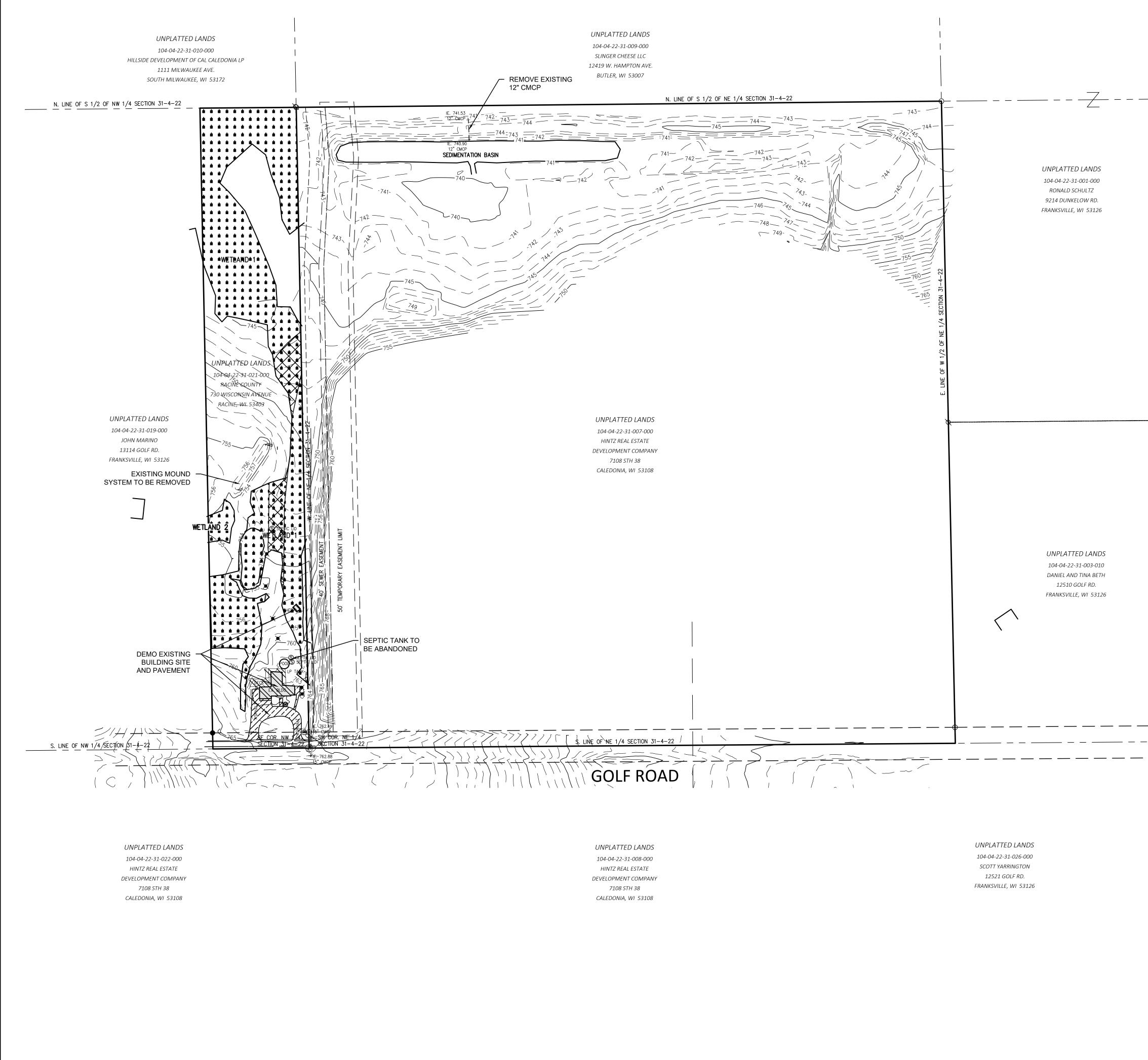
ELECTRICAL EMERGENCY: (800) 662-4797

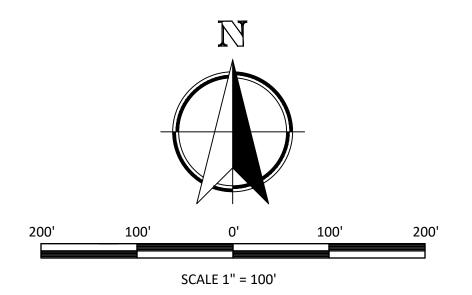


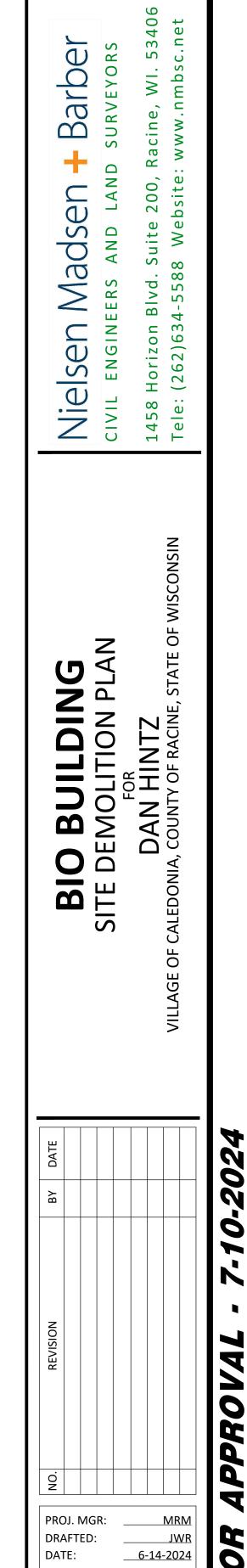
Nielsen Madsen – Barber	CIVIL ENGINEERS AND LAND SURVEYORS	1458 Horizon Blvd. Suite 200, Racine, Wl. 53406	Tele: (262)634-5588 Website: www.nmbsc.net	
BIO BUILDING		HINTZ DEVELOPMENT, LLC.	VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN	
BY DATE				7.10.2024
NO. REVISION				PPROVAL 7.1
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DEMOLITION LEGEND

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SAW CUT PAVEMENT (FULL DEPTH)

REMOVE EXISTING STRUCTURE

REMOVE EXISTING PAVEMENT

WETLAND AREAS TO **BE FILLED BY PERMIT**

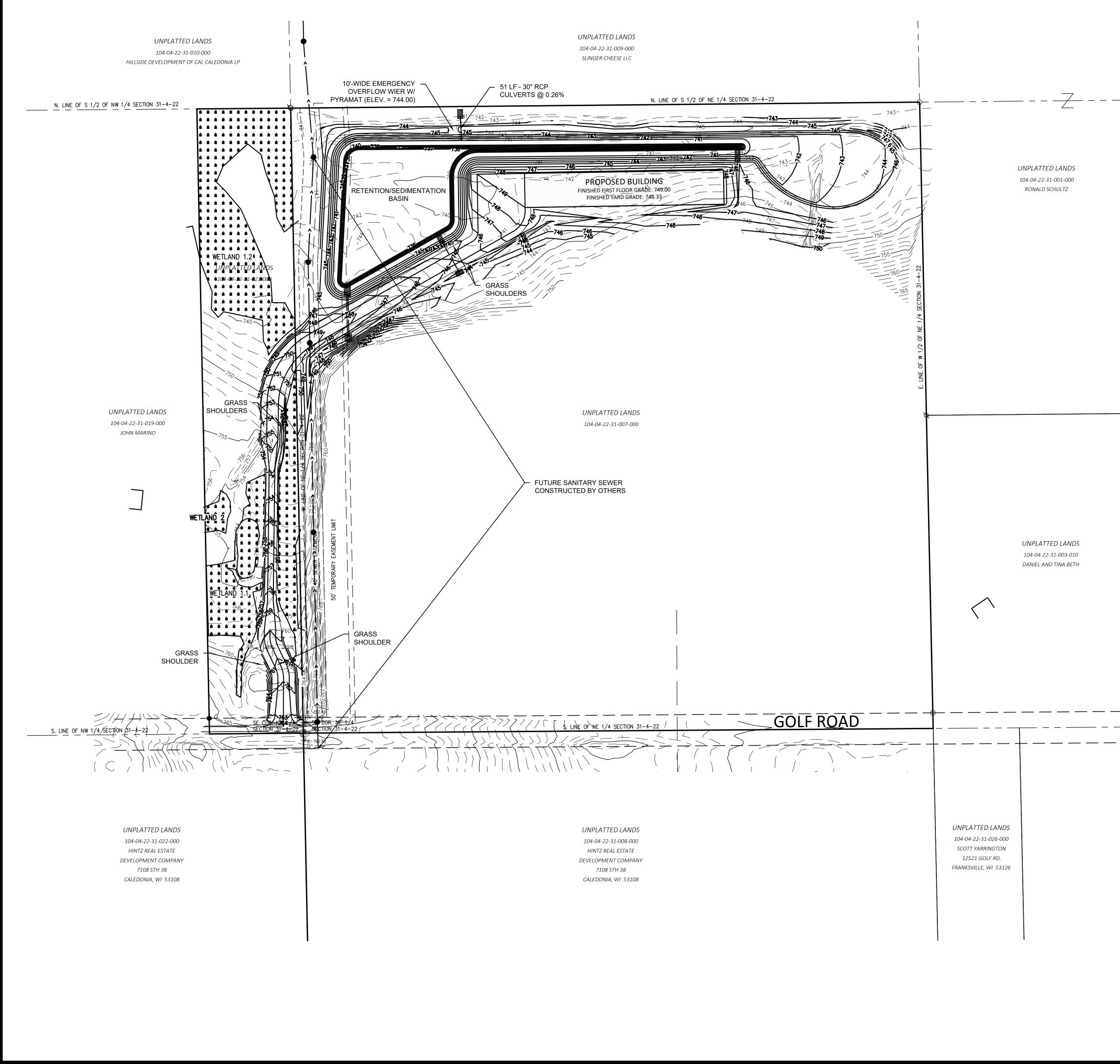
DEMOLITION NOTES

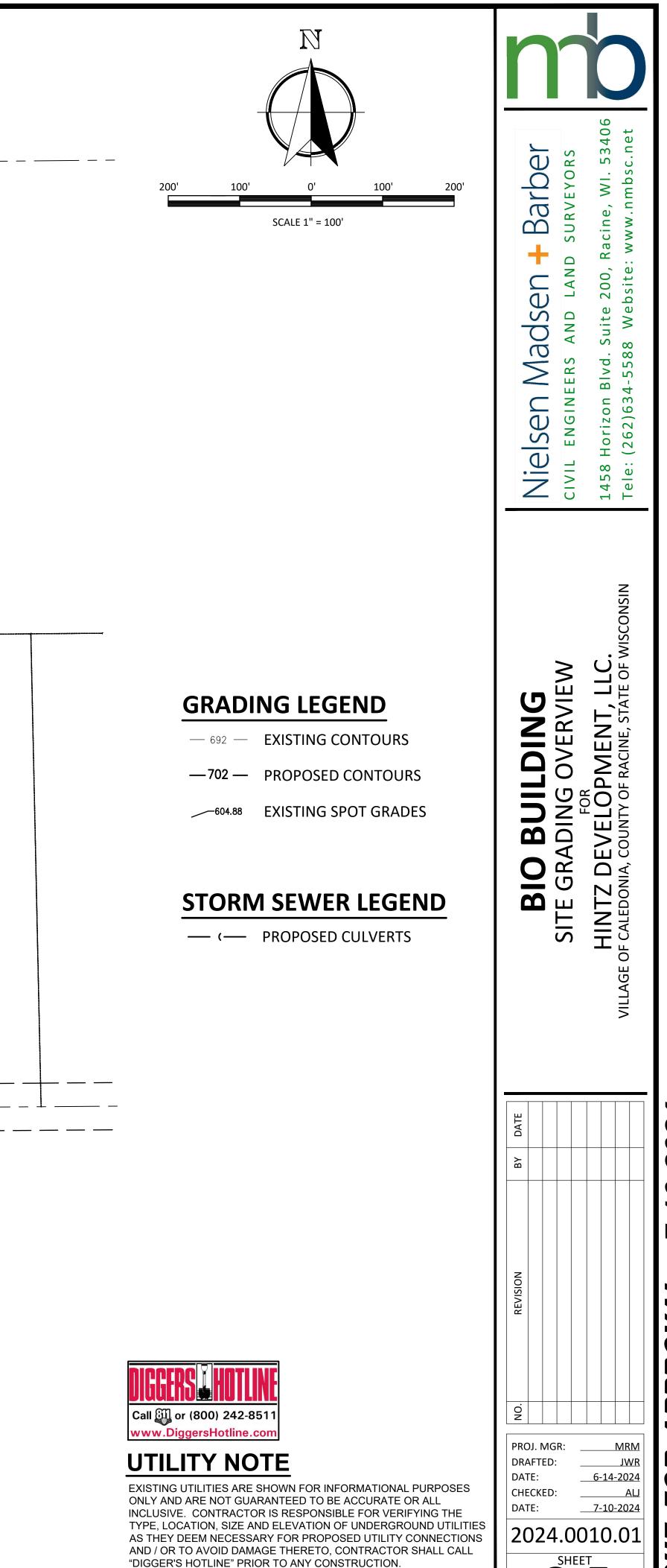
1. EXISTING WELL AND SEPTIC SYSTEM TO BE RAZED AND ABANDONED BY PERMIT AND CODES.



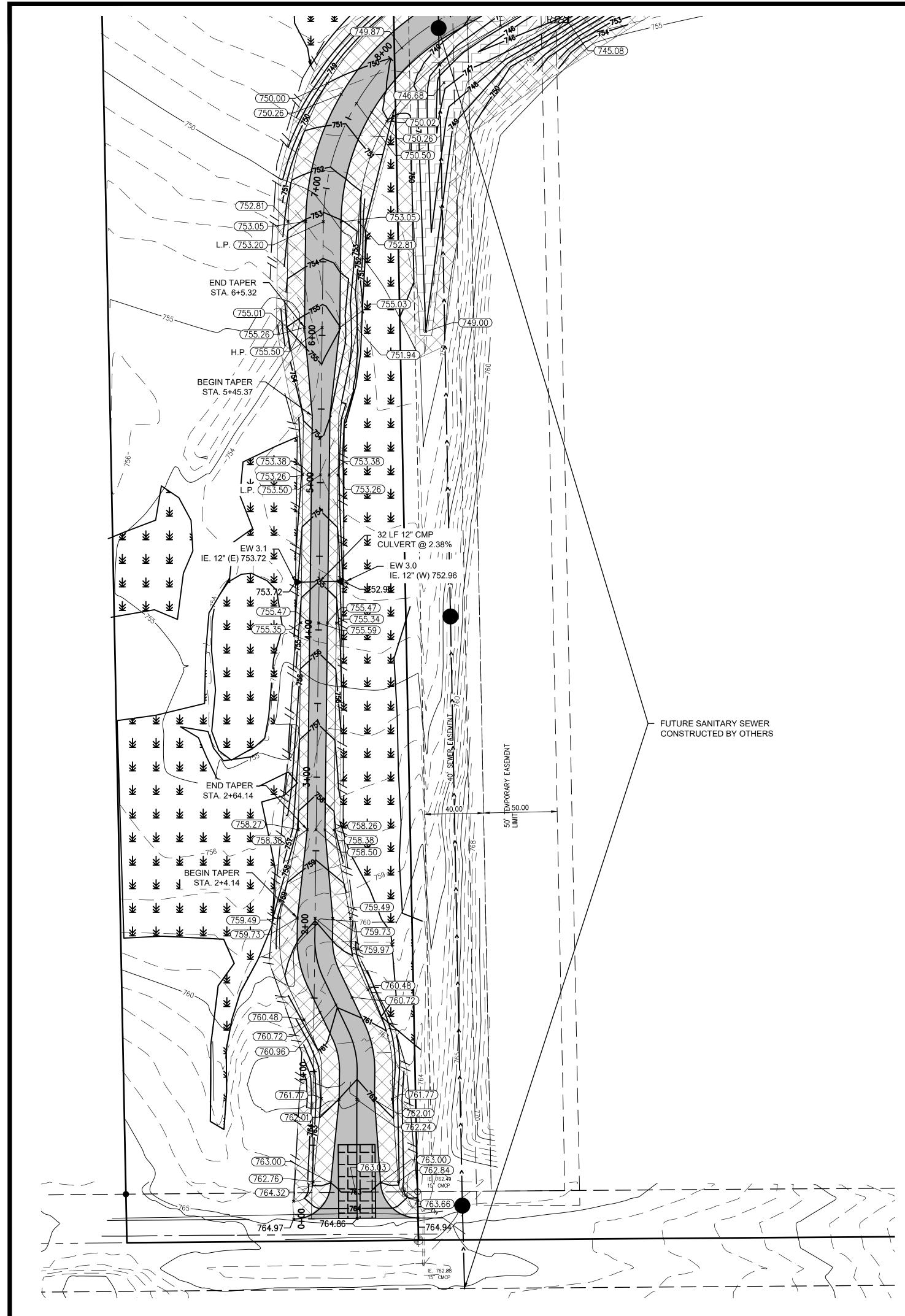
UTILITY NOTE

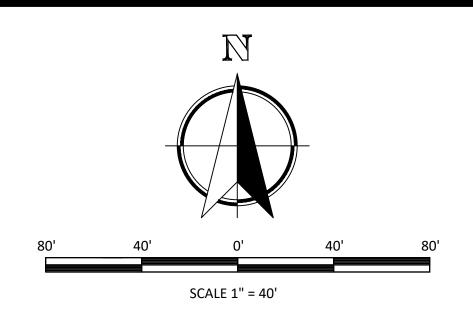
EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.





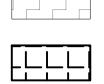
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GRADING & EROSION CONTROL LEGEND

- 692 EXISTING CONTOURS
- —702 PROPOSED CONTOURS 604.88 EXISTING SPOT GRADE
- (CLASS 1, TYPE B)



 $- \$ SILT FENCE

SLOPE EROSION MAT (CLASS 1, TYPE A)

CHANNEL EROSION MAT

STONE TRACKING PAD

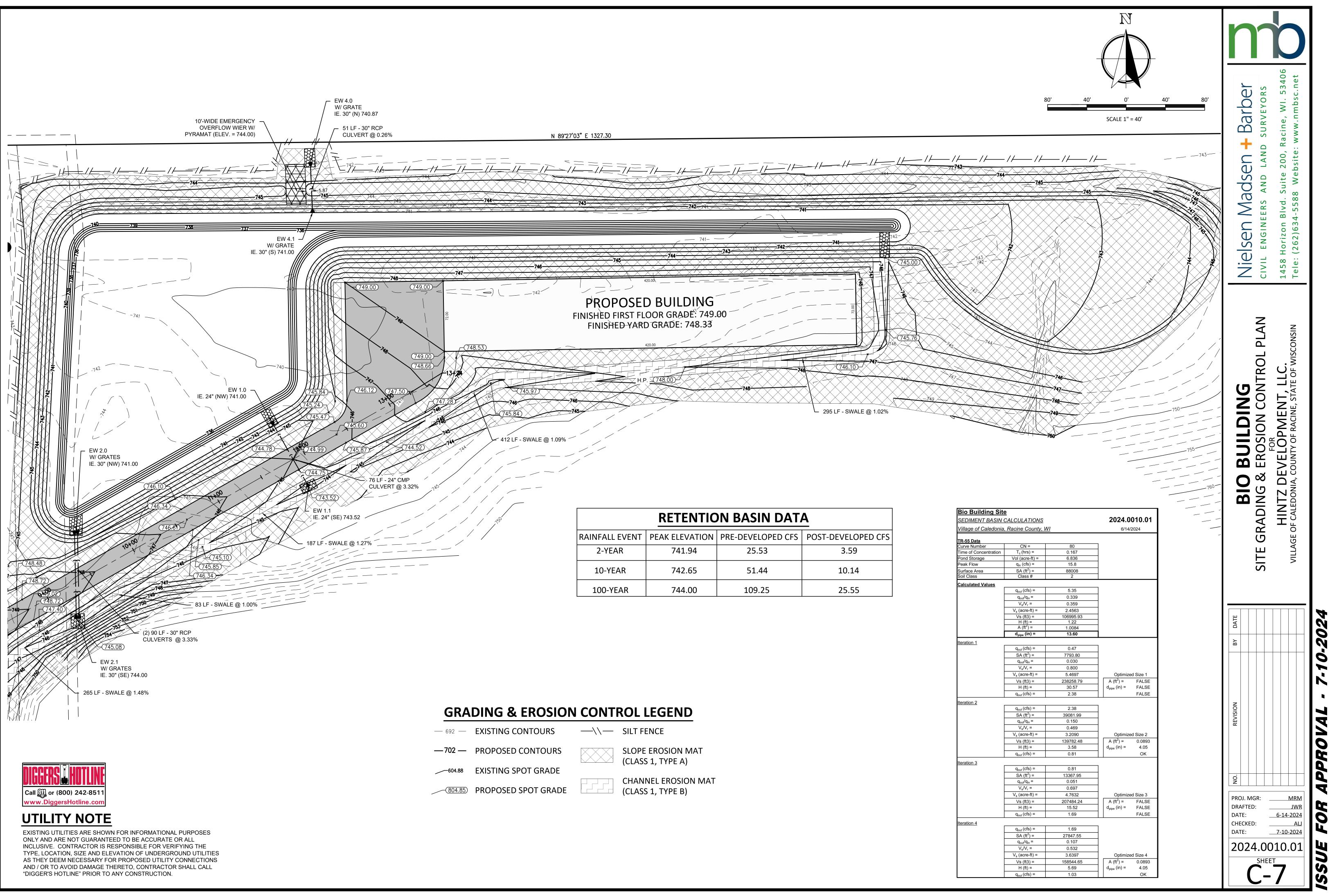


UTILITY NOTE

EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE TYPE, LOCATION, SIZE AND ELEVATION OF UNDERGROUND UTILITIES AS THEY DEEM NECESSARY FOR PROPOSED UTILITY CONNECTIONS AND / OR TO AVOID DAMAGE THERETO, CONTRACTOR SHALL CALL "DIGGER'S HOTLINE" PRIOR TO ANY CONSTRUCTION.

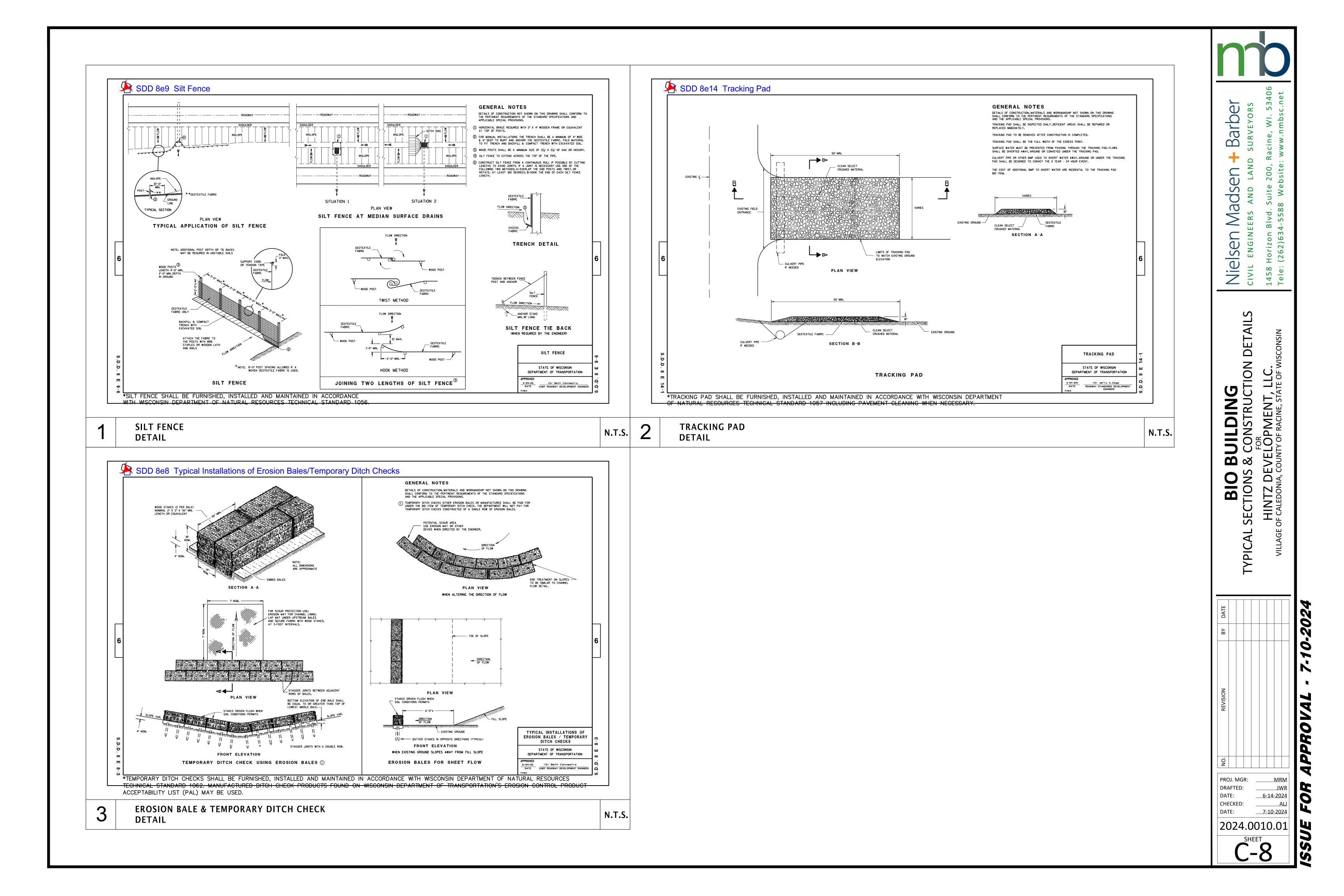
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MRM JWR 6-14-2024 ALJ 7-10-2024 010.01			FOR HINTZ DEVELOPMENT, LLC. VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN	1458 Horizon Blvd. Suite 200, Racine, WI. 53406 Tele: (262)634-5588 Website: www.nmbsc.net	\mathbf{h}
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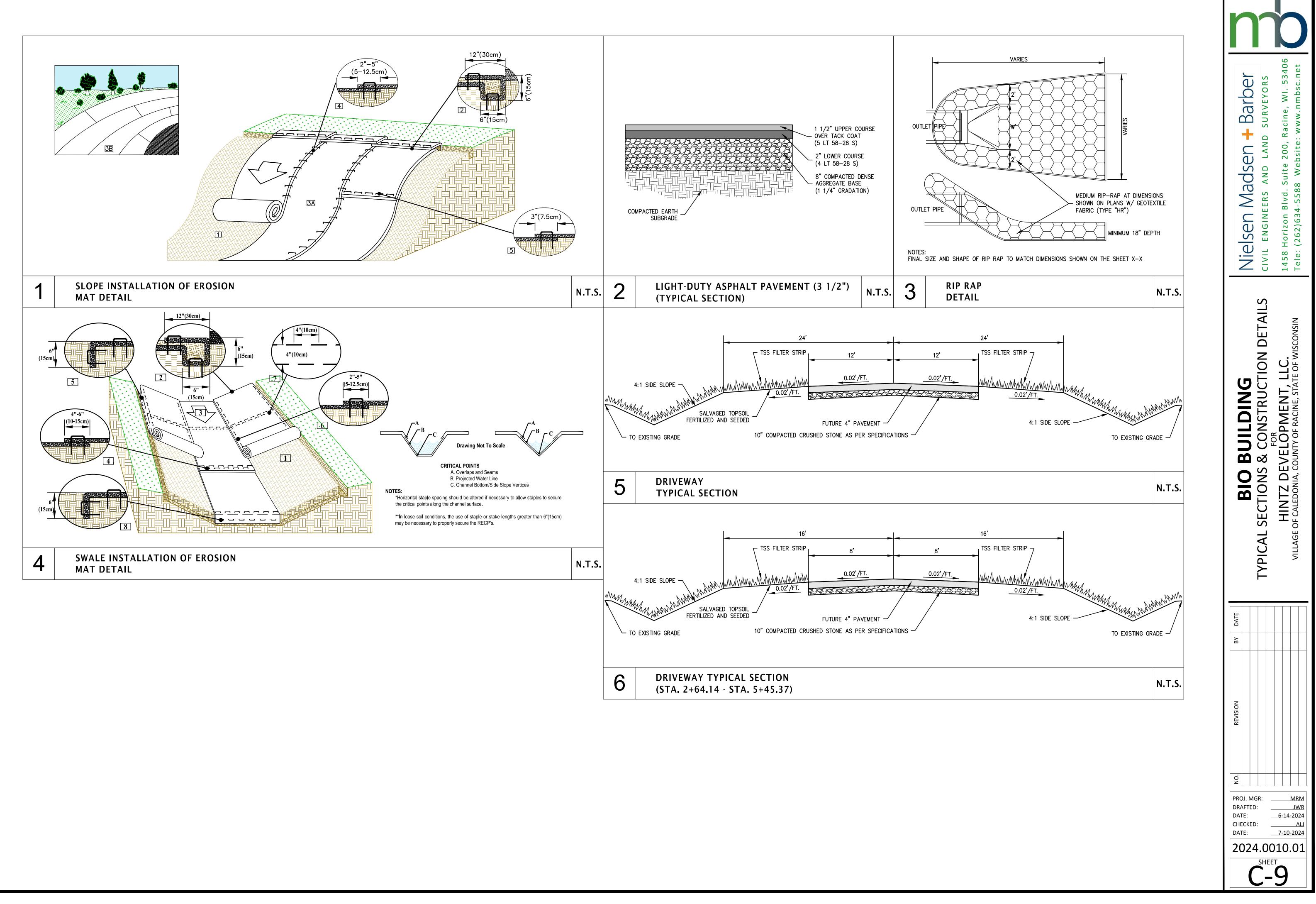
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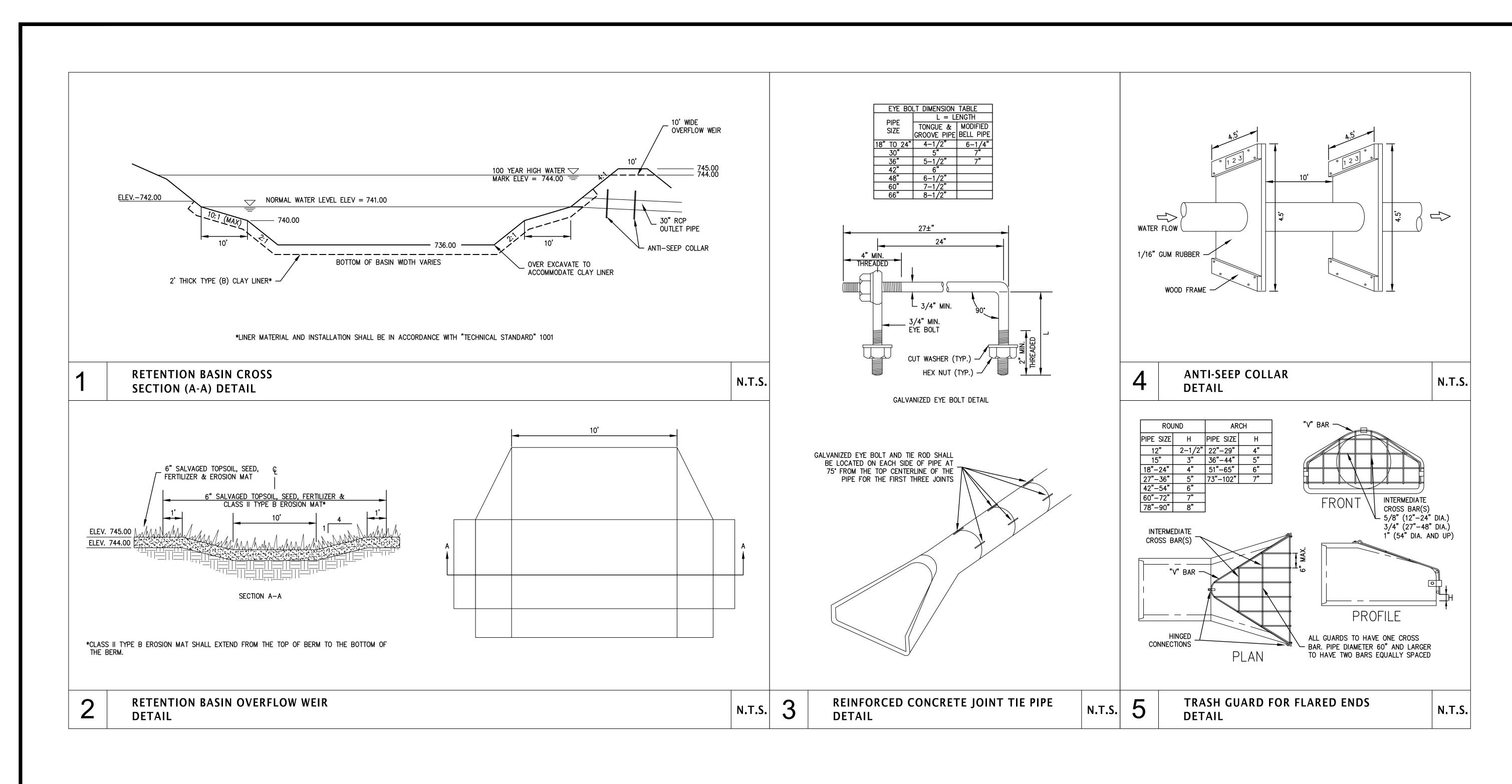
	<u>RETENTION BASIN DATA</u>			
RAINFALL EVENT	PEAK ELEVATION	PRE-DEVELOPED CFS	POST-DEVELOPED CFS	
2-YEAR	741.94	25.53	3.59	
10-YEAR	742.65	51.44	10.14	
100-YEAR	744.00	109.25	25.55	

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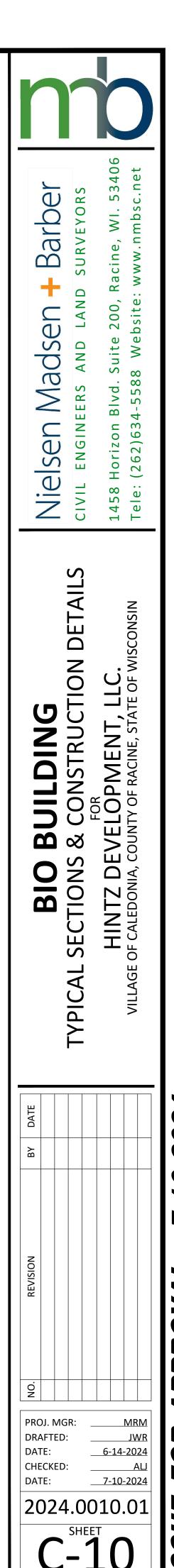




SSUE FOR APPROVAL - 7-10-2024







REFERENCES

EROSION CONTROL. EARTHWORK. SITE GRADING AND PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STATE OF WISCONSIN, STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION". CURRENT EDITION, HEREIN REFERRED TO AS THE "STATE SPECIFICATIONS".

STORM SEWER CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR SEWER & WATER CONSTRUCTION IN WISCONSIN", 6TH EDITION, DECEMBER 22, 2003 WITH ADDENDA NO. 1 AND NO. 2, HEREIN REFERRED TO AS THE "STANDARD SPECIFICATIONS".

DEMOLITION NOTES

THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSAL AT A LOCATION APPROVED (BY ALL GOVERNING AUTHORITIES) OF ALL STRUCTURES, PADS, WALLS, FLUMES, FOUNDATIONS, PAVEMENTS, DRIVES, DRAINAGE STRUCTURES, UTILITIES, ETC., SUCH THAT THE IMPROVEMENTS SHOWN ON THE REMAINING PLANS CAN BE CONSTRUCTED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLY COMPACTED FILL MATERIAL PER THE SPECIFICATIONS.

THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION, SITE CLEARING, AND DISPOSAL.

THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THE CONTRACTOR IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.

THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LAND SURVEYOR AND ENGINEER OF RECORD ASSUME NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND DISCONNECTION OF UTILITY SERVICES TO THE EXISTING BUILDING PRIOR TO MODIFICATION OF THE BUILDING.

ALL EXISTING SEWERS. PIPING, AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK.

ELECTRICAL, TELEPHONE, CABLE, WATER, FIBER OPTIC CABLE, AND/OR GAS LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE AFFECTED UTILITY COMPANY. ADEQUATE TIME SHALL BE PROVIDED FOR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL DIGGERS HOTLINE AT 1-800-242-8511 A MINIMUM OF 3 WORKING DAYS PRIOR TO EXCAVATION ACTIVITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HIRE A PRIVATE UTILITY LOCATING SERVICE TO LOCATE AND MARK ALL UNDERGROUND PRIVATE UTILITIES.

CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH SIGNS, FENCING, BARRICADES, ENCLOSURES, ETC., (AND OTHER APPROPRIATE BEST MANAGEMENT PRACTICES) AS APPROVED BY THE CONSTRUCTION MANAGER. TEMPORARY CLOSURE OF ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE APPROVED BY THE AUTHORITY HAVING JURISDICTION.

CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING THE COURSE OF WORK.

PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED.

EXISTING ITEMS TO REMAIN INCLUDING, BUT NOT LIMITED TO, FENCES, SIGNS, UTILITIES, BUILDINGS, TREES, PAVEMENTS, AND LIGHT POLES SHALL BE CAREFULLY PROTECTED DURING THE DEMOLITION PROCESS. ANY DAMAGE SUSTAINED TO ITEMS TO REMAIN IN PLACE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

PROPERTY CORNERS AND BENCHMARKS SHALL BE CAREFULLY PROTECTED UNTIL THEY HAVE BEEN REFERENCED BY A PROFESSIONAL LAND SURVEYOR. PROPERTY MONUMENTS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE AT NO ADDITIONAL COST TO THE OWNER.

CONTRACTOR SHALL LIMIT PAVEMENT REMOVALS TO ONLY THOSE AREAS AS SHOWN ON THESE CONSTRUCTION PLANS OR AS NECESSARY TO COMPLETE THE WORK. CONCRETE SIDEWALK AND CURB & GUTTER IS TO BE REMOVED TO NEAREST JOINT IN ORDER TO ACCOMMODATE PROPOSED IMPROVEMENTS. IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENTS AND OR OTHER IMPROVEMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND REPAIR OF DAMAGED PAVEMENT AND OTHER ITEMS AT NO ADDITIONAL COST TO THE OWNER.

ABANDONMENT SHALL BE IN ACCORDANCE WITH SECTION 3.2.24 OF THE "STANDARD SPECIFICATIONS".

IF PREVIOUSLY UNIDENTIFIED HAZARDOUS, CONTAMINATED MATERIALS, OR OTHER ENVIRONMENTAL RELATED CONDITIONS ARE DISCOVERED, STOP WORK IMMEDIATELY AND NOTIFY THE PROJECT CONSTRUCTION MANAGER FOR ACTION TO BE TAKEN. DO NOT RESUME WORK UNTIL SPECIFICALLY AUTHORIZED BY THE CONSTRUCTION MANAGER.

AT THE COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL ABANDONED, EXCESS, WASTE, STOCKPILED AND SPOIL MATERIAL IN ACCORDANCE WITH SECTION 205.3.12 OF THE "STATE SPECIFICATIONS". THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE

SITE GRADING & SUB-GRADE PREPARATION

ALL EXISTING TOPSOIL AND OTHER NON-STRUCTURAL MATERIAL WITHIN THE PROPOSED PAVEMENT SECTIONS AND STRUCTURAL FILL AREAS SHALL BE STRIPPED AND STOCKPILED AT THE LOCATION SHOWN OR AS DIRECTED BY THE GENERAL CONTRACTOR.

EXCAVATE, GRADE AND SHAPE SUBGRADE TO THE LINES AND GRADES SHOWN ON THE PLANS. SEE TYPICAL SECTIONS FOR PAVEMENT THICKNESS AND MATERIALS.

THE MOISTURE CONTENT OF COHESIVE SOIL SHALL NOT VARY BY MORE THAN -1 TO +3 PERCENT AND GRANULAR SOIL ±3 PERCENT OF THE OPTIMUM WHEN PLACED AND COMPACTED OR RECOMPACTED, UNLESS SPECIFICALLY RECOMMENDED / APPROVED BY THE SOILS ENGINEER MONITORING THE PLACEMENT AND COMPACTION. COHESIVE SOILS WITH MODERATE TO HIGH EXPANSIVE POTENTIALS (PI>15) SHOULD, HOWEVER, BE PLACED, COMPACTED AND MAINTAINED PRIOR TO CONSTRUCTION AT A MOISTURE CONTENT OF 3±1 PERCENT ABOVE OPTIMUM MOISTURE CONTENT TO LIMIT FUTURE HEAVE.

THE FILL SHALL BE PLACED IN LAYERS WITH A MAXIMUM LOOSE THICKNESS OF 9 INCHES. THE COMPACTION EQUIPMENT SHOULD CONSIST OF SUITABLE MECHANICAL EQUIPMENT SPECIFICALLY DESIGNED FOR SOIL COMPACTION. BULLDOZERS OR SIMILAR TRACKED VEHICLES ARE TYPICALLY NOT SUITABLE FOR COMPACTION.

UPON COMPLETION OF THE GRADING AND COMPACTION OF THE SUBGRADE, A PROOF ROLL SHALL BE CONDUCTED BY THE CONTRACTOR ON ALL SUBGRADES THAT RECEIVE DENSE AGGREGATE BASE COURSE. THE CONTRACTOR SHALL PROVIDE A FULLY LOADED QUAD-AXLE TRUCK (18 TON MINIMUM LOAD) TO PERFORM THE PROOF ROLL. CONTRACTOR SHALL COORDINATE THE PROOF ROLL WITH THE OWNER AND THE GENERAL CONTRACTOR'S GEOTECHNICAL ENGINEER.

SOIL COMPACTION IN ALL FILL AND EMBANKMENT AREAS SHALL BE APPROVED BY A QUALIFIED GEOTECHNICAL ENGINEER

TEMPORARY SEEDING IS REQUIRED FOR ALL STOCKPILES AND OTHER EXPOSED LAND AREAS IF NOT ACTIVELY WORKED WITHIN 30 DAYS. AT THE COMPLETION OF THE PAVEMENT WORK. RE-SPREAD SALVAGED TOPSOIL OR IMPORT TOPSOIL AS NECESSARY TO PROVIDE A MINIMUM SIX-INCH (6") LAYER IN ALL LANDSCAPE AND LAWN AREAS.

SEEDING SHALL BE IN ACCORDANCE WITH STATE SPECIFICATION 630, EXCEPT AS MODIFIED HEREIN.

AS FOLLOWS:

35% KENTUCKY BLUEGRASS 20% RED FESCUE 20% HARD FESCUE

EXCESS TOPSOIL NOT BEING USED FOR THE PROJECT SHALL BE HAULED OFF-SITE.

EROSION & SEDIMENT CONTROL NOTES

THE EROSION AND SEDIMENT CONTROL PROVISIONS DETAILED ON THE DRAWINGS AND SPECIFIED HEREIN ARE THE MINIMUM REQUIREMENTS FOR EROSION CONTROL.

PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL PREPARE ANY REVISIONS, ADJUSTMENTS OR PROPOSED ALTERATIONS TO THE CONSTRUCTION SEQUENCING AND/OR EROSION CONTROL PLANS. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ENGINEER OF RECORD AND REGULATORY OFFICIALS OF ANY CHANGES TO THE EROSION CONTROL AND STORMWATER MANAGEMENT PLANS. MODIFICATIONS TO THE APPROVED EROSION CONTROL DESIGN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS IS ALLOWED IF MODIFICATIONS CONFORM TO BEST MANAGEMENT PRACTICES (BMP'S). ALL SIGNIFICANT DEVIATIONS FROM THE PLANS MUST BE SUBMITTED AND APPROVED BY THE VILLAGE OF CALEDONIA.

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF ALL EROSION CONTROL DEVICES REQUIRED FOR THE PROJECT WHICH SHALL BE DONE IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (DNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND VILLAGE OF CALEDONIA ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ADDITIONAL CONTROL MEASURES WHICH MAY BE NECESSARY TO MEET UNFORESEEN FIELD CONDITIONS. SEE VILLAGE OF CALEDONIA AND WDNR EROSION CONTROL PERMITS FOR ADDITIONAL DETAILS OR REQUIREMENTS.

ALL EROSION AND SEDIMENT CONTROL MEASURES AND DEVICES SHALL BE INSPECTED BY THE CONTRACTOR AS REQUIRED IN THE WISCONSIN ADMINISTRATIVE CODE (SPS 360.21) AND MAINTAINED PER SPS 360.22.

INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK MINIMUM) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. SEDIMENT AND EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY. THE CONTRACTOR SHALL CHECK THE EROSION AND SEDIMENT CONTROL PRACTICES FOR MAINTENANCE NEEDS AT ALL THE FOLLOWING INTERVALS UNTIL THE SITE IS STABILIZED:

A. AT LEAST WEEKLY.

THE INSPECTION.

THE CONTRACTOR SHALL MAINTAIN A MONITORING RECORD WHEN THE LAND DISTURBING CONSTRUCTION ACTIVITY INVOLVES ONE OR MORE ACRES. THE MONITORING RECORD SHALL CONTAIN AT LEAST THE FOLLOWING INFORMATION:

- ABOVE.

EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR, THE VILLAGE OF CALEDONIA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED BY STATE OR LOCAL INSPECTORS AND/OR THE ENGINEER OF RECORD, SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.

ALL SEDIMENT AND EROSION CONTROL DEVICES, INCLUDING PERIMETER EROSION CONTROL MEASURES SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION SHALL BE INSTALLED PRIOR TO COMMENCING EARTH DISTURBING ACTIVITIES. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES UNTIL THE SITE HAS ESTABLISHED A VEGETATIVE COVER AND IS STABILIZED.

INSTALL SILT FENCE PER SECTION 628 OF THE "STATE SPECIFICATIONS" AND WDNR TECHNICAL STANDARD 1056 AT THE LOCATIONS SHOWN ON THE PLAN. ERECT SILT FENCE PRIOR TO STARTING A CONSTRUCTION OPERATION THAT MIGHT CAUSE SEDIMENTATION OR SILTATION AT THE SITE OF THE PROPOSED SILT FENCE. CONTRACTOR SHALL INSTALL SILT FENCING AT DOWNSLOPE SIDE OF STOCKPILES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, MAINTENANCE AND REMOVAL OF ALL REQUIRED SILT FENCE MATERIAL.

ALL PROPOSED STORM SEWER STRUCTURES AND ADJACENT EXISTING STORM INLETS SHALL HAVE A LAYER OF GEOTEXTILE FABRIC (TYPE "FF") INSTALLED BETWEEN THE FRAME & GRATE TO PREVENT SEDIMENT OR SILT FROM ENTERING THE SYSTEM. THE INLET PROTECTION SHALL BE INSPECTED BY THE CONTRACTOR AND REPLACED EVERY 14 DAYS AND AFTER EACH RAINFALL EVENT. FABRIC TO BE REPLACED AS NEEDED TO MEET FIELD CONDITIONS.

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE (WHEN NECESSARY OR AS REQUIRED BY LOCAL INSPECTORS AND/OR ENGINEER OF RECORD).

EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.):

A. PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.

B. BACKFILL, COMPACT AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.

a. AREAS DESIGNATED ON THE PLANS TO BE SEEDED OR AREAS WHERE GRASS IS TO BE REPLACED SHALL BE SEEDED AT A RATE OF FOUR POUNDS PER 1,000 SQUARE FEET WITH GRASS SEED MEETING THE REQUIREMENTS OF SUBSECTION 630.2.1.5.1.1.1 (TABLE OF HIGHWAY SEED MIXTURES - NO. 40)

25% IMPROVED FINE PERENNIAL RYEGRASS

B. WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. A RAINFALL EVENT SHALL BE CONSIDERED TO BE THE TOTAL AMOUNT OF RAINFALL RECORDED IN ANY CONTINUOUS 24-HOUR PERIOD. ALL EROSION AND SEDIMENT CONTROL ITEMS SHALL BE INSPECTED WITHIN 24 HOURS OF ALL RAIN EVENTS EXCEEDING 0.5 INCHES IMMEDIATELY REPAIR ANY DAMAGE OBSERVED DURING

A. THE CONDITION OF THE EROSION AND SEDIMENT CONTROL PRACTICES AT THE INTERVALS SPECIFIED

B. A DESCRIPTION OF THE MAINTENANCE CONDUCTED TO REPAIR OR REPLACE EROSION AND SEDIMENT CONTROL PRACTICES. EROSION AND SEDIMENT CONTROL INSPECTIONS AND ENFORCEMENT ACTIONS MAY BE CONDUCTED BY WDNR, THE VILLAGE OF CALEDONIA OR THEIR AUTHORIZED AGENTS DURING AND AFTER THE CONSTRUCTION OF THIS PROJECT.

C. ANY WATER PUMPED FROM PITS, TRENCHES, WELLS OR PONDS SHALL BE DISCHARGED INTO A SEDIMENTATION BASIN OR FILTERING TANK IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1061 AND BMP'S PRIOR TO RELEASE INTO THE STORM SEWER, RECEIVING STREAM OR DRAINAGE DITCH. PUMPED WATER CAN BE TREATED IN FILTER BAGS, STONE FILTERS OR SIMILAR DEVICES. QUALITY OF PUMPED WATER SHALL BE CONTINUOUSLY MONITORED DURING PUMPING OPERATIONS

CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES, OTHER THAN SHOWN ON THE PLANS, MUST HAVE PRIOR APPROVAL BY THE VILLAGE OF CALEDONIA.

DITCH CHECKS AND APPLICABLE EROSION NETTING/MATTING SHALL BE INSTALLED IMMEDIATELY AFTER COMPLETION OF GRADING EFFORTS WITHIN DITCHES/SWALES TO PREVENT SOIL TRANSPORTATION.

ALL EXPOSED SOIL AREAS THAT WILL NOT BE BROUGHT TO FINAL GRADE OR ON WHICH LAND DISTURBING ACTIVITIES WILL NOT BE PERFORMED FOR A PERIOD GREATER THAN 7 DAYS AND REQUIRE VEGETATIVE COVER FOR LESS THAN 1 YEAR, REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059 AND VILLAGE OF CALEDONIA ORDINANCE.

EXCESS SOILS ARE TO BE HAULED OFF SITE OR ENCLOSED WITH AN APPROVED SEDIMENT CONTROL DEVICE WITHIN 24 HOURS.

SOIL PILES LEFT UNDISTURBED FOR 7 OR MORE DAYS WILL NEED TO BE STABILIZED BY AN APPROVED METHOD. ALL DISTURBED AREAS NOT COVERED BY PERMANENT STRUCTURES OR PAVEMENT SHALL BE FINISHED GRADED WITH 3"-6" TOPSOIL, SEEDED AND STABILIZED WITHIN 7 DAYS OF REACHING FINAL GRADE. IF DISTURBANCE OCCURS AFTER NOVEMBER 15TH AND BEFORE MAY 15TH, TYPE A SOIL STABILIZER SHALL BE USED.

ALL DISTURBED SLOPES EXCEEDING 5:1, SHALL BE STABILIZED WITH CLASS I, TYPE A EROSION MATTING OR APPLICATION OF A WISCONSIN DEPARTMENT OF TRANSPORTATION (WisDOT) APPROVED (POLYMER) SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES AND WDNR **TECHNICAL STANDARDS 1052.**

PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AT THE END OF EACH WORK DAY AND AS REQUESTED BY THE VILLAGE OF CALEDONIA.

EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

STORM SEWER SPECIFICATIONS

STORM SEWER MATERIALS SHALL CONFORM TO SPS 384.30 OF THE WISCONSIN ADMINISTRATIVE CODE. REINFORCED CONCRETE PIPE (RCP) AND POLYVINYL CHLORIDE (PVC) MATERIALS SHALL BE SELECTED FROM TABLE 384.30-6. CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE MATERIAL (IF SELECTED) SHALL MEET THE REQUIREMENTS OF AASHTO M-252 FOR 4"-10" DIAMETER SIZES AND AASHTO M294 FOR 12"-48" DIAMETER SIZES.

BEDDING AND COVER MATERIAL SHALL BE SAND, CRUSHED STONE CHIPS OR CRUSHED STONE SCREENINGS CONFORMING TO CHAPTER 8.43.2 OF THE "STANDARD SPECIFICATIONS".

CORRUGATED STEEL CULVERT MATERIALS AND INSTALLATION SHALL BE PER SECTION 521 OF THE "STATE SPECIFICATIONS" AT THE LOCATIONS SHOWN ON THE PLAN. REINFORCED CONCRETE CULVERT MATERIALS AND INSTALLATION SHALL BE INSTALLED PER SECTION 522 OF THE "STATE SPECIFICATIONS" AT THE LOCATIONS SHOWN ON THE PLAN.

ALL STORM SEWER CULVERTS INSTALLED IN EXISTING OR PROPOSED PAVED AREAS SHALL BE BACKFILLED WITH COMPACTED GRANULAR MATERIAL IN ACCORDANCE WITH TABLE 37, CHAPTER 8.43.4 OF THE "STANDARD SPECIFICATIONS". BACKFILL MATERIAL SHALL EXTEND A MINIMUM OF FIVE FEET (5') OUTSIDE OF THE PAVEMENT LIMITS. TRENCHES RUNNING PARALLEL TO AND LESS THAN FIVE FEET (5') FROM THE EDGE OF PAVEMENT SHALL ALSO REQUIRE COMPACTED GRANULAR BACKFILL.

A 10-GAUGE TRACER WIRE SHALL BE INSTALLED THE ENTIRE LENGTH OF ALL PRIVATE STORM SEWERS PER SPS 382.36(7)(d)10.

PAVEMENT SPECIFICATIONS

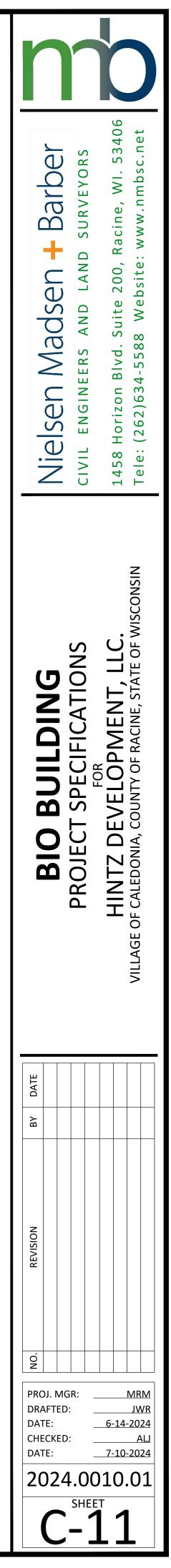
DENSE AGGREGATE BASE COURSE SHALL MEET THE REQUIREMENTS OF SECTION 305 OF THE "STATE SPECIFICATIONS". THE COMPLETED BASE SHALL BE IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET AND SHALL BE CONSTRUCTED IN FOUR-INCH (4") LIFTS AND COMPACTED ACCORDING TO SUBSECTION 305.3.2.2 OF THE "STATE SPECIFICATIONS".

ASPHALTIC CONCRETE PAVEMENT SHALL BE WISDOT LT 58-28 S MEETING THE REQUIREMENTS OF SECTION 460 OF THE "STATE SPECIFICATIONS". PAVEMENT SHALL BE INSTALLED IN TWO (2) LIFTS IN ACCORDANCE WITH THE "TYPICAL SECTIONS & CONSTRUCTION DETAILS" SHEET(S) OF THE PLAN SET. A TACK COAT SHALL BE INSTALLED BETWEEN THE LOWER AND UPPER COURSES IN ACCORDANCE WITH SECTION 455.3.2 OF THE "STATE SPECIFICATIONS".

CONSTRUCTION SEQUENCING

- OBTAIN PLAN APPROVAL AND ALL APPLICABLE PERMITS.
- 2. HOLD A PRE-CONSTRUCTION CONFERENCE AT LEAST ONE (1) WEEK PRIOR TO STARTING CONSTRUCTION.
- NOTIFY THE VILLAGE OF THE PROJECT START DATE.
- INSTALL CONSTRUCTION ENTRANCE.
- INSTALL SILT FENCE BARRIER. BEGIN DEMOLITION WORK.
- GRADE THE PROPOSED DRIVEWAY SUBGRADE.
- INSTALL PROPOSED DRIVEWAY CULVERTS.
- 9. GRADE THE PROPOSED DRIVEWAY AGGREGATE BASE. 10. GRADE SWALES TO THE NORTH AND SOUTH OF PROPOSED
- DRIVEWAY. 11. RE-GRADE AGGREGATE BASE AS NEEDED AND INSTALL ASPHALT
- PAVEMENT. 12. RESTORE AND INSTALL EROSION MAT WHERE NOTED ON PLANS.
- 13. AT CONCLUSION OF GRADING ACTIVITIES ALL NON-EROSION MAT AREAS SHALL BE RESTORED AND MULCHED.





MEMORANDUM

DATE: Monday, July 29, 2024

TO: Caledonia Utility District

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

anthory Bunkelnar

RE: Authorization of Signatures – Storm Water Bio Filter and Easement Agreement – 2115 5 ½ Mile Road – Racine Unified School District

BACKGROUND INFORMATION

Racine Unified School District is constructing an addition to the Olympia Brown School at 2115 5 ½ Mile Road. As a condition of approval of the Storm Water Management Plan, Utility Plan and Site Grading Plan for the proposed addition, the Stormwater Pond Easements needed to be adjusted to encompass the Storm Water Bio Filter and Storm Water Retention Pond located on the site.

The Storm Water Bio Filter Basin Easement Agreement has been prepared and signed by the Owner. In order to record the Storm Water Bio Filter Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Storm Water Bio Filter Easement Agreement with the Racine Unified School District.

Document Number	Storm Water Bio Filter Basin and Easement Agreement Racine Unified School District	
		Name and Return Address Mr. Anthony A. Bunkelman P.E. Village of Caledonia Engineering Department 5043 Chester Lane Caledonia, Wisconsin 53402
		104-04-23-17-082-000 Parcel Identification Number (PIN)
L	1	

STORM WATER BIO FILTER BASIN AND EASEMENT AGREEMENT: RACINE UNIFIED SCHOOL DISTRICT

This Storm Water Bio Filter Basin and Easement Agreement ("Agreement") is made this day of _______, 2024, by and between the **RACINE UNIFIED SCHOOL DISTRICT**, a Wisconsin municipal entity referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted on Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees of the improvement of the Property, the Grantees have required the Owner to construct/enlarge, at their own cost and expense, a storm water bio filter basin, that will serve as a part of the storm water drainage facilities on the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water bio filter basin is referred to in this Agreement as the "Bio Filter Basin". The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Bio Filter Basin and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Bio Filter Basin Easement Area". The location of the Bio Filter Basin Easement Area with respect to the Property is as shown and described in Exhibit B.

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

E. As used in this Agreement, the term "Drainage Facilities" shall mean the Bio Filter Basin, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Bio Filter Basin Easement Area and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

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AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. <u>Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and</u> <u>Replacements of Bio Filter Basin and Drainage Facilities</u>. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Bio Filter Basin and Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Bio Filter Basin and Drainage Facilities, so that the Bio Filter Basin and Drainage Facilities function properly and to their design capacity for the storage and conveyance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Bio Filter Basin and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Bio Filter Basin and Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Bio Filter Basin and Drainage Facilities from becoming a nuisance.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Bio Filter Basin and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Bio Filter Basin and Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levving of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.

3. <u>Alteration or Changes of Bio Filter Basin or Drainage Facilities</u>. The Owner shall not make or construct any alteration or change of the Bio Filter Basin or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Bio Filter Basin or Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.

4. <u>Indemnification</u>. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence, construction, use, operation, cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities and/or the Bio Filter Basin Easement Area, and/or (ii) any property damage and/or bodily injury (including

death) that may arise or occur as a result of the foregoing and/or at such locations.

5. <u>Insurance</u>. Owner shall, at Owner's own cost and expense, and prior to the construction of the Bio Filter Basin, and any other Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

6. <u>Grant of Easement</u>. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from 5 ½ Mile Road and the Bio Filter Basin Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Bio Filter Basin Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Bio Filter Basin Easement Area and the Drainage Facilities.

7. <u>Removal of Obstructions</u>. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Bio Filter Basin Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Bio Filter Basin Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Bio Filter Basin Easement Area, or (ii) ingress and egress to the Bio Filter Basin Easement Area and 5 1/2 Mile Road.
- (b) Remove any fences, structures or improvements located within the Bio Filter Basin Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Bio Filter Basin Easement Area, or (ii) maintain ingress and egress to the Bio Filter Basin Easement Area and 5 ½ Mile Road.
- 8. Further Owner Requirements.

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Bio Filter Basin Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Bio Filter Basin Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Harwood Engineering Consultants, Ltd, dated April 5, 2024 and Professional Engineer Stamped May 31, 2024 and the Construction Plans

for the Olympia Brown Elementary Addition & Renovation, prepared by Harwood Engineering Consultants, Ltd, dated and Professional Engineer Stamped May 31, 2024 as may be approved and/or amended from time to time by the Grantees.

9. <u>Restoration of Surface</u>. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Bio Filter Basin and Drainage Facilities within the Bio Filter Basin Easement Area or (ii) ingress and egress to the Bio Filter Basin Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

10. <u>Non-Use</u>. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

11. <u>Covenants Run With Land</u>. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

12. <u>Warranty</u>. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

13. <u>Term</u>. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signature Pages to follow

OWNER:

BY: Jeff Serak CFO of RACINE UNIFIED SCHOOL DISTRICT

)

STATE OF WISCONSIN) SS

COUNTY OF RACINE

) Personally came before me this <u>24</u> day of <u>Jury</u> 2024, the above-named **Jeff** Serak, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

mul

Notary Public, State of Wisconsin

My Commission expires: 8/31/24

TAMMY C. LEVERICH **Notary Public** State of Wisconsin

VILLAGE OF CALEDONIA

BY:

Thomas Weatherston, President

) SS

)

ATTEST:

Jennifer Olsen, Clerk

STATE OF WISCONSIN

COUNTY OF RACINE

Personally came before me this day of 2024, the above-named Thomas Weatherston, President and Jennifer Olsen, Clerk, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires:

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY:

Howard Stacey, President

ATTEST:

Robert Kaplan, Secretary

) SS

)

STATE OF WISCONSIN

COUNTY OF RACINE

Personally came before me this _____ day of _____2024, the above-named, Howard Stacey, President and Robert Kaplan, Secretary, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires:

This Instrument Was Drafted By: Anthony A. Bunkelman P.E., Public Services Director

Exhibit A

Legal Description of the Property

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 23 EAST, LYING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

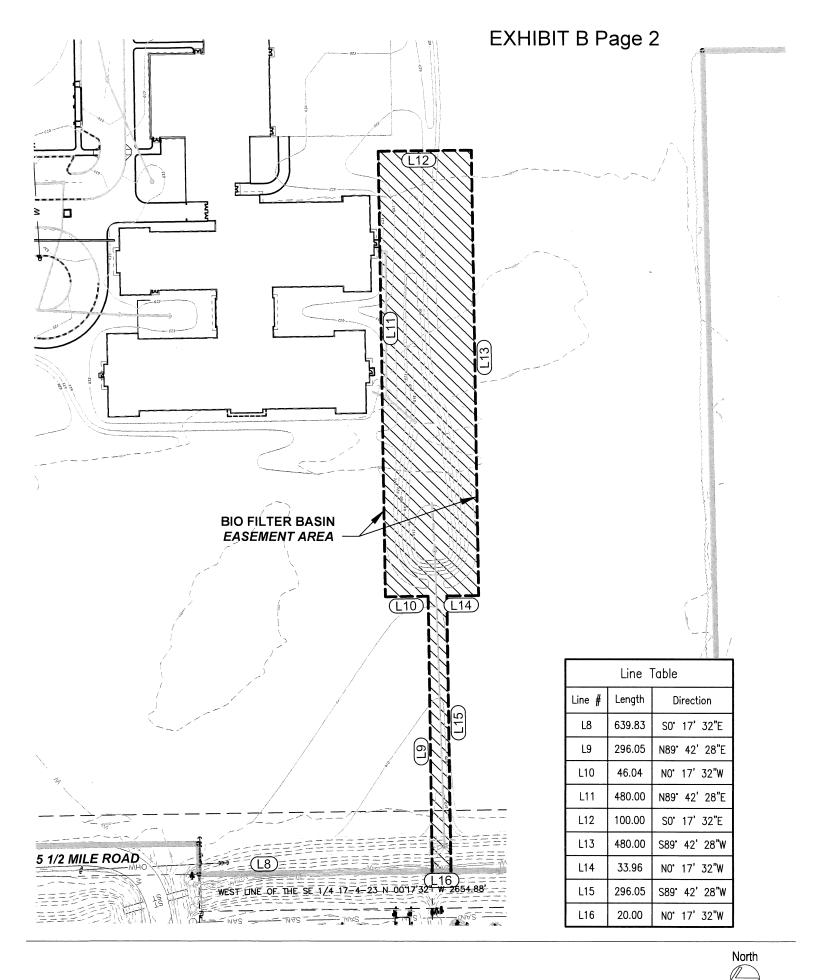
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE N 89° 19'09" E, 1232.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 00° 16'45" E, 1320.00 FEET; THENCE S 89° 19'09" W, 352.44; THENCE N 0° 17'32" W, 370.00 FEET; THENCE S 89° 19'09" W, 880.00 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE N 0° 17'32" W ALONG SAID WEST LINE, 950.00 FEET TO THE POINT OF COMMENCEMENT; EXCEPTING THEREFROM THE NORTH 16.50 FEET AND THE WEST 33.00 FEET OF THE NORTH 387.75 FEET FOR THE PURPOSES OF A PUBLIC ROAD. FURTHER EXCEPTING THAT PART OF SAID SOUTHEAST 1/4 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE N 89° 19'09" E, 1232.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 0° 16'45" E, 16.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 0° 16'45" E, 21.64 FEET; THENCE S 89° 42'22" W, 713.59 FEET; THENCE N 00° 17'32" W, 16.82 FEET; THENCE N 89° 19'09" E, 713.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Page 1

BIO - FILTER EASEMENT EXHIBIT

PART OF THE SOUTHEAST 1/4 SECTION 17, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORLER OF SAID 1/4 SECTION; THENCE S 00° 17'32" E, 639.83 FEET ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION TO THE POINT OF BEGINNING; THELCE N 89° 42'28" E, 296.05 FEET; THENCE N 00° 17'32" W, 46.04 FEET; THENCE N 89° 42'28" E 480.00 FEET; THENCE S 00° 17'32" E, 100.00 FEET; THENCE S 89° 42'28" W, 480.00; THENCE N 00° 17'32" W, 33.96 FEET; THENCE S 89° 42'28" W, 296.05 TO A POINT ON THE WEST LINE OF SAID 1/4 SECTION; THELCE N 00° 17'32" W, 20.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.



Easement Exhibit

Scale: 1" = 100'

MEMORANDUM

DATE:	Monday,	July	29.	2024
	monuay,	July	<i>=</i> ,	

TO: Caledonia Utility District

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

anthory Bunkelman

RE: Authorization of Signatures – Storm Water Retention Pond and Easement Agreement – 2115 5 ½ Mile Road – Racine Unified School District

BACKGROUND INFORMATION

Racine Unified School District is constructing an addition to the Olympia Brown School at 2115 5 ¹/₂ Mile Road. As a condition of approval of the Storm Water Management Plan, Utility Plan and Site Grading Plan for the proposed addition, the Stormwater Pond Easements needed to be adjusted to encompass the Storm Water Bio Filter and Storm Water Retention Pond located on the site.

The Storm Water Retention Pond Easement Agreement has been prepared and signed by the Owner. In order to record the Storm Water Retention Pond Easement, the Commission President and Secretary will need to execute the easement along with the Village Board President and Clerk.

It is recommended that the signatures of the President & Secretary of the Utility District are authorized.

RECOMMENDATION

Move to authorize the President and Secretary of the Caledonia Utility District to execute the Storm Water Retention Pond Easement Agreement with the Racine Unified School District.

Document Number	Storm Water Retention Pond and Easement Agreement	
	Racine Unified School District	
		Name and Return Address Mr. Anthony A. Bunkelman P.E. Village of Caledonia Engineering Department 5043 Chester Lane Caledonia, Wisconsin 53402
		104-04-23-17-082-000 Parcel Identification Number (PIN)
-		

1

STORM WATER RETENTION POND AND EASEMENT AGREEMENT: RACINE UNIFIED SCHOOL DISTRICT

This Storm Water Retention Pond and Easement Agreement ("Agreement") is made this _______day of ______, 2024, by and between the **RACINE UNIFIED SCHOOL DISTRICT**, a Wisconsin municipal entity referred to in this Agreement as "Owner", and the **VILLAGE OF CALEDONIA**, Racine County, Wisconsin, and the **VILLAGE OF CALEDONIA UTILITY DISTRICT**, a utility district of the Village of Caledonia, Racine County, Wisconsin. The Village of Caledonia and Village of Caledonia Utility District are collectively referred to in this Agreement as the "Grantees".

RECITALS

A. The Owner is the fee simple holder of certain real property in the Village of Caledonia, Racine County, State of Wisconsin, as more particularly described and depicted on Exhibit A, and hereby incorporated herein by reference. Said real property is referred to in this Agreement as the "Property".

B. As a part of the approval by the Grantees of the improvement of the Property, the Grantees have required the Owner to construct/enlarge, at their own cost and expense, a storm water retention pond, that will serve as a part of the storm water drainage facilities on the Property described and depicted on Exhibit B attached hereto and incorporated herein. Said storm water retention pond is referred to in this Agreement as the "Retention Pond". The Grantees have further required as part of said approval that the Owner enter into an agreement with Grantees setting forth the Owner's responsibility to maintain the Retention Pond and provide Grantees with an access easement.

C. The Grantees have requested that the Owner grant a permanent easement over that portion of the Property described in attached Exhibit B, hereinafter referred to in this Agreement as the "Pond Easement Area". The location of the Pond Easement Area with respect to the Property is as shown and described in Exhibit B.

D. The Grantees have requested that the Owner grant a permanent easement (referred to in this Agreement as the "Access Easement") over the Property, as may be necessary for the Grantees to exercise their rights under this Agreement.

E. As used in this Agreement, the term "Drainage Facilities" shall mean the Retention Pond, Access Easement, drainage swales, drainage ditches, pipelines, laterals, culverts, storm sewers and any other structures or improvements that are constructed or installed upon the Pond Easement Area and/or other areas of the Property from time to time by the Owner or Grantees, or any other person or entity, or their contractors, successors and assigns, for the conveyance of surface and storm waters over, across, under and through the Property.

AGREEMENT

For \$1.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Construction, Use, Operation, Cleaning, Maintenance, Altering, Repairs and Replacements of Retention Pond and Drainage Facilities. The Owner agrees to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and Drainage Facilities, including, without limitation, mowing, control of weed and algae growth, repair of erosion, and the removal of trees, brush, vegetation and silt, and all other obstacles to the flow of surface water to and from the Retention Pond and Drainage Facilities, so that the Retention Pond and Drainage Facilities function properly and to their design capacity for the storage and convevance of storm water and so that there are no obstructions interfering with the location, construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Retention Pond and Drainage Facilities. Said obligations shall include the obligation to construct, use, operate, clean, maintain, alter, repair and replace the Retention Pond and Drainage Facilities both during the construction thereof and thereafter and in conformity with this Agreement and the Ordinances of the Village of Caledonia and any restrictive covenants applicable to the Property. The Owner shall prevent the Retention Pond and Drainage Facilities from becoming a nuisance.

Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention Pond 2. and Drainage Facilities. The Grantees shall have the right, but not the responsibility, to enter upon the Property in order to perform construction, cleaning, maintenance, alterations, repairs and replacements of the Retention Pond and Drainage Facilities if the Owner fails to do so after receiving a written request from the Grantees. The Owner shall be given at least ten business days after the date of said written request to perform whatever construction, cleaning, maintenance, alterations, repairs and replacements are deemed reasonable and necessary by the Grantees as stated in said notice. Provided, however, that in the event the Grantees determine that emergency action should be performed, then the Grantees may enter upon the Property immediately and perform said emergency action. The Owner shall reimburse Grantees for all costs incurred by the Grantees in performing said construction, cleaning, maintenance, alterations, repairs, replacements and emergency action, including, without limitation, any construction, engineering, legal and administrative costs with respect to the same, upon receiving an invoice for said costs. If Owner fails to pay said costs, then said costs may be assessed upon the Property by the Grantees as a special charge as provided in Wisconsin Statutes Sections 66.0627 and 66.0703, and Owner consents to said assessments and waives notice and hearing with respect to the levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.

3. <u>Alteration or Changes of Retention Pond or Drainage Facilities</u>. The Owner shall not make or construct any alteration or change of the Retention Pond or Drainage Facilities, including, without limitation, any alteration or change in the size, shape, capacity, rate of inflow or rate of outflow of the Retention Pond or Drainage Facilities, unless the Grantees approve the alteration or change in writing prior to the making or construction of said alteration or change.

4. <u>Indemnification</u>. Owner shall, and hereby does, indemnify and hold harmless the Grantees, and their employees, officials, commissioners, contractors, consultants, and agents from and against any claims, actions, judgments, damages, costs, and expenses (including, but not limited to, reasonable actual attorney fees) and/or liability of any nature whatsoever, that may arise, directly or indirectly, as a result of (i) the existence,

construction, use, operation, cleaning, maintaining, alteration, repair, and/or replacement of the Drainage Facilities and/or the Pond Easement Area, and/or (ii) any property damage and/or bodily injury (including death) that may arise or occur as a result of the foregoing and/or at such locations.

5. <u>Insurance</u>. Owner shall, at Owner's own cost and expense, and prior to the construction of the Retention Pond, and any other Drainage Facilities, obtain and maintain a policy of general liability insurance, from a Wisconsin-licensed insurance carrier, that (i) has coverage and policy limits satisfactory to the Grantees, and (ii) has the Grantees named as additional insureds. Such insurance shall be kept and maintained by the Owner throughout the entire term of this Agreement.

6. <u>Grant of Easement</u>. The Owner hereby grants to the Grantees, and to the Grantees' employees, officials, commissioners, contractors, consultants, agents, successors, and assigns, a permanent easement and right-of-way over the Property, to and from 5 ½ Mile Road and the Pond Easement Area, for the purposes of (i) performing its duties, responsibilities, and easement rights imposed upon and/or granted to the Grantees under this Agreement, and/or (ii) inspecting, monitoring, and/or testing the Drainage Facilities and/or the Pond Easement Area, and (iii) for conveying and/or storing surface and storm waters in, over, across, under, and/or through the Pond Easement Area and the Drainage Facilities.

7. <u>Removal of Obstructions</u>. Owner hereby grants to the Grantees, and to Grantees' employees, officials, commissioners, contractors, consultants, and agents the right to:

- (a) Cut down and remove or trim all trees, bushes or other vegetation existing within the Pond Easement Area, and to cut down and remove or trim all trees, bushes and other vegetation located outside of the Pond Easement Area that interfere with (i) the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) ingress and egress to the Pond Easement Area and 5 1/2 Mile Road.
- (b) Remove any fences, structures or improvements located within the Pond Easement Area to the extent necessary to (i) carry out the construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Drainage Facilities within the Pond Easement Area, or (ii) maintain ingress and egress to the Pond Easement Area and 5 1/2 Mile Road.

8. <u>Further Owner Requirements</u>.

(a) No fences, structures or improvements will be erected, and no trees, bushes or other vegetation will be planted, within the Pond Easement Area without the written consent of the Grantees; and

(b) The elevation of the existing ground surface within the Pond Easement Area will not be altered without the written consent of the Grantees.

(c) Owner shall perform the other drainage work in the manner described in attached Exhibit B.

(d) Owner shall comply with (i) the provisions and requirements of the Storm Water Management Plan for the Property, prepared by Harwood Engineering Consultants, Ltd, dated April 5, 2024 and Professional Engineer Stamped May 31, 2024 and the Construction Plans for the Olympia Brown Elementary Addition & Renovation, prepared by Harwood Engineering Consultants, Ltd, dated and Professional Engineer Stamped May 31, 2024 as may be approved and/or amended from time to time by the Grantees.

9. <u>Restoration of Surface</u>. The Grantees shall reasonably restore the surface of the Property disturbed by the Grantees' (i) construction, use, operation, cleaning, maintenance, alteration, repair and replacement of the Retention Pond and Drainage Facilities within the Pond Easement Area or (ii) ingress and egress to the Pond Easement Area. Said restoration shall be to the condition that existed prior to the Grantees' entry on the Property; provided, however that the Grantees shall only be required to (i) restore any disturbed areas of soil with grass seed, and (ii) restore any disturbed paved portion or gravel portion of the Property with similar materials.

10. <u>Non-Use</u>. Non-use or limited use of the rights granted to the Grantees in this Agreement shall not prevent the Grantees from the later use of said rights to the fullest extent authorized in this Agreement.

11. <u>Covenants Run With Land</u>. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land that is the Property and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Grantees and their respective successors and assigns.

12. <u>Warranty</u>. The Owner does hereby warrant and covenant that the Owner owns the Property in fee simple and is lawfully seized and possessed of the Property; that the Owner has a good and lawful right to grant the rights granted to the Grantees hereunder; that the Property is free and clear of all liens and encumbrances, except for recorded easements and recorded covenants, that the persons executing this Agreement on behalf of the Owner are fully authorized to execute this Agreement on behalf of the Owner; and that this Agreement is the binding obligation of the Owner.

13. <u>Term</u>. The term of this Agreement shall continue indefinitely, in full force and effect, unless and until amended and/or terminated with the written approval of the Grantees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signature Pages to follow

OWNER:

BY:

Jeff Serak CFO of RACINE UNIFIED SCHOOL DISTRICT

)

STATE OF WISCONSIN) SS

COUNTY OF RACINE

) Personally came before me this 24 day of July 2024, the above-named Jeff Serak, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Owner.

Notary Public, State of Wisconsin

My Commission expires: 8/31/24

TAMMY C. LEVERICH **Notary Public** State of Wisconsin

VILLAGE OF CALEDONIA

BY:

Thomas Weatherston, President

) SS

)

ATTEST:

Jennifer Olsen, Clerk

STATE OF WISCONSIN

COUNTY OF RACINE

Personally came before me this _____ day of _____2024, the above-named Thomas Weatherston, President and Jennifer Olsen, Clerk, of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia.

Notary Public, Racine County, WI

My Commission expires:

VILLAGE OF CALEDONIA UTILITY DISTRICT

BY:

Howard Stacey, President

ATTEST:

Robert Kaplan, Secretary

) SS

)

STATE OF WISCONSIN

COUNTY OF RACINE

Personally came before me this _____ day of _____2024, the above-named, Howard Stacey, President and Robert Kaplan, Secretary, of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument and acknowledged the same on behalf of the Village of Caledonia Utility District.

Notary Public, State of Wisconsin

My Commission expires:

This Instrument Was Drafted By: Anthony A. Bunkelman P.E., Public Services Director

Exhibit A

Legal Description of the Property

PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 23 EAST, LYING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

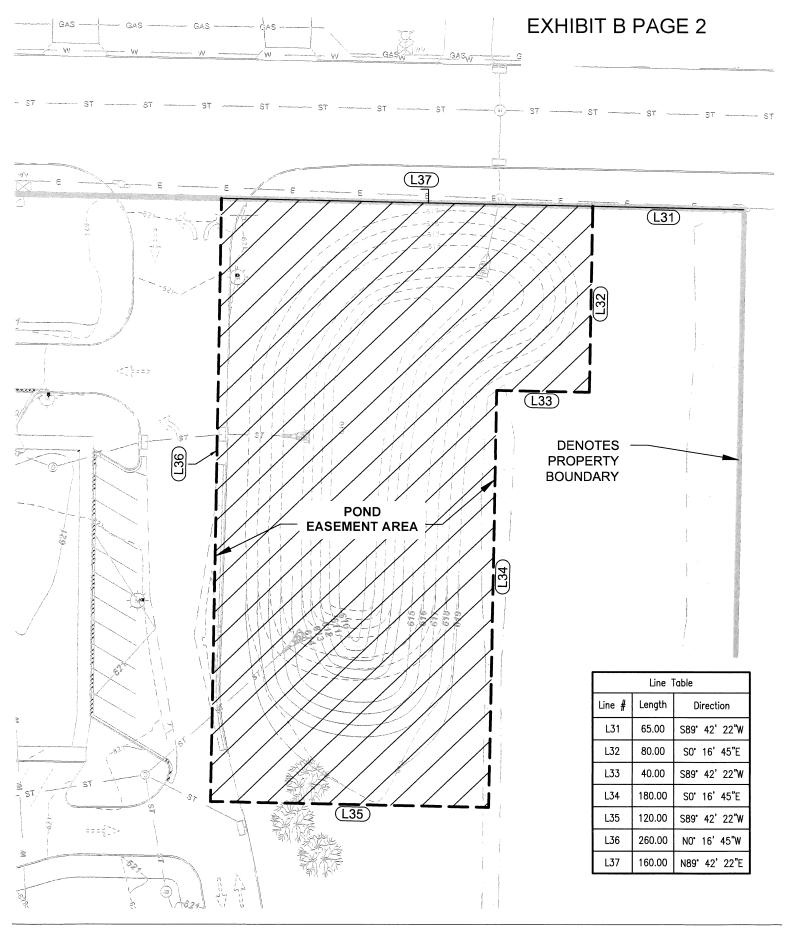
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE N 89° 19'09" E, 1232.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 00° 16'45" E, 1320.00 FEET; THENCE S 89° 19'09" W, 352.44; THENCE N 0° 17'32" W, 370.00 FEET; THENCE S 89° 19'09" W, 880.00 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE N 0° 17'32" W ALONG SAID WEST LINE, 950.00 FEET TO THE POINT OF COMMENCEMENT; EXCEPTING THEREFROM THE NORTH 16.50 FEET AND THE WEST 33.00 FEET OF THE NORTH 387.75 FEET FOR THE PURPOSES OF A PUBLIC ROAD. FURTHER EXCEPTING THAT PART OF SAID SOUTHEAST 1/4 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE N 89° 19'09" E, 1232.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 0° 16'45" E, 16.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 0° 16'45" E, 21.64 FEET; THENCE S 89° 42'22" W, 713.59 FEET; THENCE N 00° 17'32" W, 16.82 FEET; THENCE N 89° 19'09" E, 713.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT B PAGE 1

RETENTION POND EASEMENT EXHIBIT

PART OF THE SOUTHEAST 1/4 SECTION 17, TOWNSHIP 4 NORTH, RANGE 23 EAST, IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORLER OF SAID 1/4 SECTION; THENCE I 39° 19'09" E, 1232.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 00° 16'45" E, 38.14 FEET TO THE NORTHEAST CORNER OF THE PROPERTY; THENCE N 39° 42'22" E, 65.00 FEET TO THE POINT OF BEGINNING; THENCE S 00° 16'45" E, 30.00 FEET; THENCE S 39° 42'22" W 40.00 FEET; THENCE S 00° 16'45" E, 130.00 FEET; THENCE N 5 39° 42'22" W, 120.00; THENCE N 00° 16'45" W, 260.00 FEET TO THE POINT OF BEGINNING.



EASEMENT EXHIBIT

