



## 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**
  - a. 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 ½ Mile Road – Racine Unified School District
- 9. Adjournment**

**Village of Caledonia Utility District Meeting  
July 3, 2024**

**1 – Order**

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

**2 – Roll Call**

**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 18<sup>th</sup> meeting of the Racine Water Utility.

**b. Racine Sewer Utility Agenda & Minutes**

The Commission looked over the agenda and minutes from the June 18<sup>th</sup> 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.

**6 – Approval of O&M Bills**

- a.** Commissioner Kaplan moved to approve the Sewer Utility Invoices in the amount of \$24,947.29 from the June 26<sup>th</sup> 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 26<sup>th</sup> 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 26<sup>th</sup> 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 11<sup>th</sup> meeting. Held Pre-Construction Meeting on June 19<sup>th</sup>. Notice hand delivered to residents on June 21<sup>st</sup>. A.W. Oakes started the project on June 24<sup>th</sup>.
- 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.**

## **10 – Adjournment**

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](http://www.cityofracine.org)

## Meeting Agenda Waterworks Commission

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Tuesday, July 16, 2024

4:00 PM

City Hall, Room 207

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### ROLL CALL

[0596-24](#)

**Subject:** Approval of Minutes for the June 18, 2024, Waterworks Commission Meeting

**Fiscal Note:** N/A

**Attachments:**

[waterworks agenda 20240618](#)

[0597-24](#)

**Subject:** Communication from the Utility Administrative Manager Regarding Budget Expenditures through June 30, 2024

**Fiscal Note:** N/A

**Attachments:**

[rwu\\_budget\\_expenditures\\_20240630](#)

[0600-24](#)

**Subject:** Resolution Authorizing the Issuance and Sale of up to \$19,675,190 Waterworks System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto

**Fiscal Note:** Financial Assistance Agreement funded through the state Safe Drinking Water Loan Program is in the amount of \$19,675,190, with a 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.*

[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

**Fiscal Note:** N/A

**Attachments:**

[resume\\_dr.a.islam](#)

[0603-24](#)

**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.*

[0624-24](#)

**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

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

## Meeting Minutes - Draft

### Waterworks Commission

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Tuesday, July 16, 2024

4:00 PM

City Hall, Room 207

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#### ROLL CALL

**PRESENT:** 6 - John Tate II, Natalia Taft, Terry McCarthy, Jens Jorgenson, Mollie Jones and Jim Sullivan

**EXCUSED:** 2 - Stacy Sheppard and Cory Mason

[0596-24](#)

**Subject:** Approval of Minutes for the June 18, 2024, Waterworks Commission Meeting

**Recommendation:** To Approve

**Fiscal Note:** N/A

**A motion was made by Vice President Taft, seconded by Alder Jones, that this file be Approved**

[0597-24](#)

**Subject:** Communication from the Utility Administrative Manager Regarding Budget Expenditures through June 30, 2024

**Recommendation:** To Receive & File

**Fiscal Note:** N/A

*Highlights of the financial report given by Utility Administrative Manager, Ken Scolaro.*

**A motion was made by Vice President Taft, seconded by Alder McCarthy, that this file be Approved**

[0600-24](#)

**Subject:** Resolution Authorizing the Issuance and Sale of up to \$19,675,190 Waterworks System Revenue Bonds, Series 2024, and Providing for Other Details and Covenants with Respect Thereto

**Recommendation:** To Approve with a Referral to the Finance & Personnel Committee

**Fiscal Note:** Financial Assistance Agreement funded through the state Safe Drinking Water Loan Program is in the amount of \$19,675,190.00, 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

[0603-24](#)

**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

[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

**A motion was made by Vice President Taft, seconded by Alder McCarthy, that this file be Approved. The motion PASSED by a Voice Vote.**

[0603-24](#)

**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.**

[0624-24](#)

**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](http://www.cityofracine.org)

## Meeting Agenda Wastewater Commission

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Tuesday, July 16, 2024

4:30 PM

City Hall, Room 207

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### ROLL CALL

[0588-24](#)

**Subject:** Approval of Minutes for the June 18, 2024, Wastewater Commission Meeting

**Fiscal Note:** N/A

**Attachments:**

[ww minutes 20240618](#)

[0595-24](#)

**Subject:** Communication from the Utility Administrative Manager Regarding Budget Expenditures through June 30, 2024

**Fiscal Note:** N/A

**Attachments:**

[rwwu\\_budget\\_expenditures\\_20240630](#)

[0537-24](#)

**Subject:** Proposal from Greeley and Hanson for Energy Plan Development Support

**Fiscal Note:** Time and materials, not to exceed \$7,518.45

**Attachments:**

[energy\\_plan\\_developmt\\_suppt\\_greeley\\_&\\_hanson](#)

[0536-24](#)

**Subject:** Communication by the Wastewater Utility Director Regarding a Request For Proposal (RFP) for Lift Station Master Planning

**Fiscal Note:** N/A

**Attachments:**

[ww\\_lift\\_station\\_eval\\_rfp](#)

[0604-24](#)

**Subject:** Communication from Wastewater Commission President Taft requesting that the City Attorney address the Wastewater Commission regarding the City of Racine's Notice of Potential Material Change in Circumstances, dated June 21, 2024, and the Wastewater Commission's responsibilities flowing therefrom

**Fiscal Note:** N/A

[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 Statutes 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.*

[0592-24](#)**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

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Wednesday, July 24, 2024

5:00 PM

City Hall, Room 207

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### Special Meeting

#### ROLL CALL

#### CLOSED SESSION

*It is intended that the Wastewater Commission will convene in closed session pursuant to Wisconsin Statutes section 19.85(1)(g) to confer with legal counsel concerning strategy to be adopted by the Wastewater Commission for litigation in which it is or is likely to be involved*

[0633-24](#)

**Subject:** Communication from the Wastewater Utility Director recommending that the Wastewater Commission retain legal counsel as permitted by Section 2.8.h., of the Racine Area Intergovernmental Sanitary Service, Revenue Sharing, Cooperation and Settlement Agreement, dated April 25, 2002, as amended.

**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.**



FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>ACH - SUPERFLEET</b>							
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 - SUPERFLEET:						36.97	
<b>ACH - WE ENERGIES</b>							
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 ENERGIES:						13,841.75	
<b>BADGER METER INC.</b>							
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 INC.:						1,961.60	
<b>BLACKBURN MANUFACTURING COMPANY</b>							
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 MANUFACTURING COMPANY:						1,349.82	
<b>BUILDING PERMIT REFUND VENDOR</b>							
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 PERMIT REFUND VENDOR:						13,300.00	
<b>BUY RIGHT, INC.</b>							
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

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total BUY RIGHT, INC.:						78.37	
<b>CORE &amp; MAIN LP</b>							
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 LP:						4,123.29	
<b>DIGGERS HOTLINE</b>							
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 HOTLINE:						2,670.15	
<b>DORNER COMPANY</b>							
Sewer Utility Fund	551	DORNER COMPANY	511554	AUMA SHAFT ADAPTER X5	06/28/2024	901.65	501-00-64070 Work Supplies
Total DORNER COMPANY:						901.65	
<b>EP ELECTRIC PUMP</b>							
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 PUMP:						540.00	
<b>G &amp; F EXCAVATING</b>							
Sewer Utility Fund	687	G & F EXCAVATING	36150	RELAY SEWER LATERAL FROM	07/26/2024	7,840.00	501-00-64250 Equipment Repairs & Maintenance
Total G & F EXCAVATING:						7,840.00	
<b>GRAINGER</b>							
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	

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>KORTENDICK HARDWARE</b>							
Sewer Utility Fund	1096	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	40.49	500-00-64260 Grounds Repairs & Maintenance
Sewer Utility Fund	1096	KORTENDICK HARDWARE	166476	LEADER HOSE & MENDER HOS	07/11/2024	17.07	501-00-64240 Building Repairs & Maintenance
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 HARDWARE:						106.15	
<b>KRIETE GROUP</b>							
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	
<b>LIGHTHOUSE COMMUNICATIONS</b>							
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 COMMUNICATIONS:						10,392.73	
<b>LINCOLN CONTRACTORS SUPPLY</b>							
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	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024	199.50	501-00-63300 Vehicle Repairs & Maintenance
Water Utility Fund	1172	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024	20.82	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1172	LINCOLN CONTRACTORS SUP	J11793	PINTLE HITCH, MANHOLE COV	07/30/2024	20.82	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 CONTRACTORS SUPPLY:						756.33	
<b>MACQUEEN EQUIPMENT</b>							
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	265.05	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	149.73	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

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total MACQUEEN EQUIPMENT:						199.64	
<b>NETWORK SPECIALIST OF RACINE, INC.</b>							
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	46219	AUGUST 2024 OFFICE ANYWHE	07/02/2024	300.00	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 SPECIALIST OF RACINE, INC.:						600.00	
<b>NORTH AMERICAN SAFETY SYSTEMS</b>							
Water 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 AMERICAN SAFETY SYSTEMS:						850.00	
<b>NORTHERN LAKE SERVICE, INC</b>							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2410545	2024 WDNR DRINKING WATER	07/02/2024	29.00	500-00-62560 Water Sampling and Testing
Water 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 LAKE SERVICE, INC:						304.00	
<b>OAK CREEK WATER UTILITY</b>							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5364	WATER TESTS	07/03/2024	365.00	500-00-62560 Water Sampling and Testing
Water 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 UTILITY:						730.00	
<b>PAYNE &amp; DOLAN, INC.</b>							
Water 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 & DOLAN, INC.:						64.68	
<b>RACINE WATER &amp; WASTEWATER UTILITIES</b>							
Water 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 WATER & WASTEWATER UTILITIES:						1,350.00	
<b>RAY HINTZ INC.</b>							
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	501-00-64260 Grounds Repairs & Maintenance

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 INC.:						516.00	
<b>REVERE ELECTRIC</b>							
Sewer Utility Fund	1629	REVERE ELECTRIC	S5151163.002	24 VOC POWER SUPPLIED FOR	07/01/2024	657.25	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 ELECTRIC:						725.20	
<b>SCHNABEL PRINTING AND INVITATION CENTER</b>							
Water Utility Fund	1033	SCHNABEL PRINTING AND INVI	126604	3 PART CARBONLESS REGISTE	07/01/2024	448.60	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 PRINTING AND INVITATION CENTER:						897.20	
<b>STARNET TECHNOLOGIES</b>							
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 TECHNOLOGIES:						2,176.00	
<b>UTILITY VENDOR REFUND</b>							
Water Utility Fund	8996	UTILITY VENDOR REFUND	000-2580-00	REFUND WATER SERVICE OVE	07/29/2024	582.82	500-00-46251 Residential Service
Total UTILITY VENDOR REFUND:						582.82	
<b>WESTERN CULVERT &amp; SUPPLY INC.</b>							
Storm Water Utility Fund	2131	WESTERN CULVERT & SUPPLY	071005	18"X20' CMPA 4 PIECES, 18" BA	07/30/2024	3,159.60	502-00-65151 Culvert Replacements
Total WESTERN CULVERT & SUPPLY INC.:						3,159.60	
Grand Totals:						70,272.53	

<b><u>PAYMENT TOTALS BY FUND</u></b>	
Sewer Utility Fund	\$41,467.74
Storm Water Utility Fund	\$ 6,904.30
Water Utility Fund	\$21,900.49
<b>TOTAL</b>	<b>\$70,272.53</b>

# 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, July 30, 2024

**TO:** Caledonia Utility District

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

**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 7<sup>th</sup>, 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, asbuilt, 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: [dan@rayhintz.com](mailto:dan@rayhintz.com)

**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: [jmurray@nmbosc.net](mailto:jmurray@nmbosc.net)

# **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:** As 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**

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

**RETENTION BASIN OUTLET CONTROL STRUCTURE**

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

## ROUTING DATA

<b>RETENTION BASIN</b>	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 Peak Discharge	Offsite (OFF-1 + OFF-2) Discharge	Total Allowable Discharge
Q <sub>2</sub>	25.53 cfs	10.43 cfs	Pre <sub>2</sub> + OFF <sub>2</sub> = 35.96 cfs
Q <sub>10</sub>	51.44 cfs	20.57 cfs	Pre <sub>2</sub> + OFF <sub>10</sub> = 46.10 cfs
Q <sub>100</sub>	109.25 cfs	42.77 cfs	Pre <sub>2</sub> + OFF <sub>100</sub> = 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 Discharge	Post-Developed Peak Discharge
Q <sub>2</sub>	35.96 cfs	3.75 cfs
Q <sub>10</sub>	46.10 cfs	10.54 cfs
Q <sub>100</sub>	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.













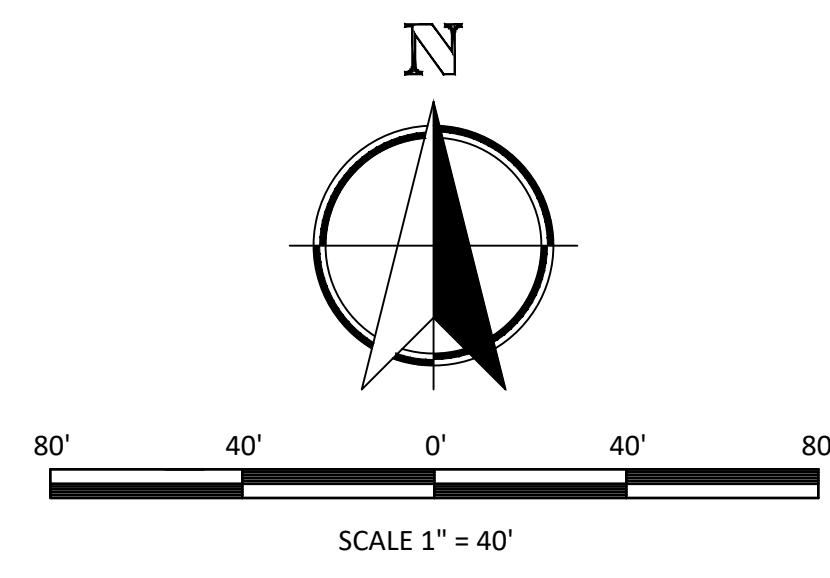
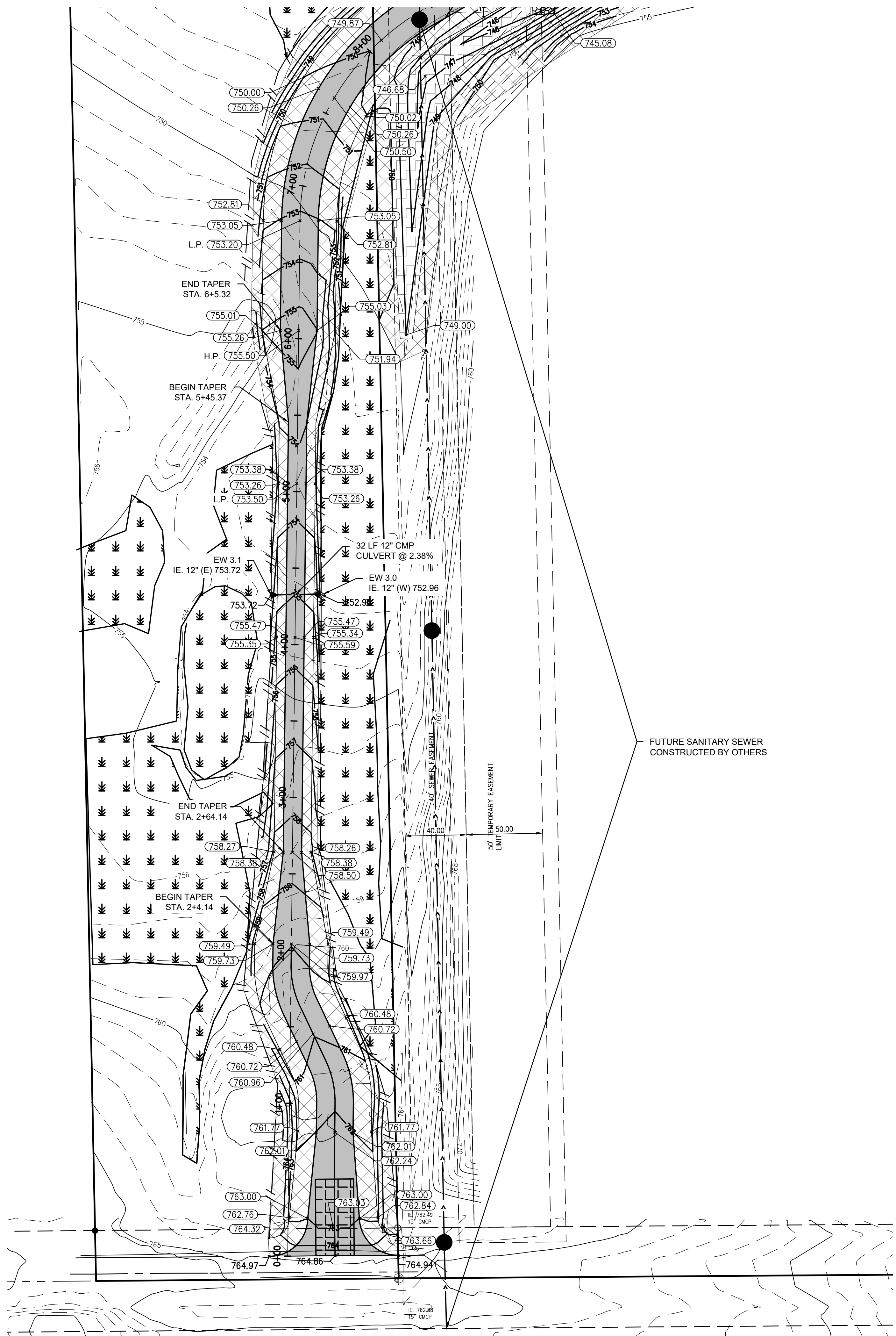












**GRADING & EROSION CONTROL LEGEND**

- 692 — EXISTING CONTOURS
- 702 — PROPOSED CONTOURS
- 604.88 — EXISTING SPOT GRADE
- 804.85 — PROPOSED SPOT GRADE
- / / — SILT FENCE
- ▨ SLOPE EROSION MAT (CLASS 1, TYPE A)
- ▤ CHANNEL EROSION MAT (CLASS 1, TYPE B)
- ▧ 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.

**BIO BUILDING**  
 SITE GRADING & EROSION CONTROL PLAN  
 FOR  
**HINTZ DEVELOPMENT, LLC.**  
 VILLAGE OF CALEDONIA, COUNTY OF RACINE, STATE OF WISCONSIN

NO.	REVISION	BY	DATE

PROJ. MGR: MRM  
 DRAFTED: JWR  
 DATE: 6-14-2024  
 CHECKED: ALJ  
 DATE: 7-10-2024

2024.0010.01  
 SHEET  
**C-6**

**ISSUE FOR APPROVAL - 7-10-2024**
























## MEMORANDUM

**DATE:** Monday, July 29, 2024

**TO:** Caledonia Utility District

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

**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)

**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 24<sup>th</sup> day of July, 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.

## 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 Bio Filter Basin and Drainage Facilities. 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 levying of said assessments in accordance with Wisconsin Statutes Section 66.0703 and/or 66.0627.

3. Alteration or Changes of Bio Filter Basin or Drainage Facilities. 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. Indemnification. 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. Insurance. 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. Grant of Easement. 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. Removal of Obstructions. 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 ½ 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. Restoration of Surface. 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. Non-Use. 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. Covenants Run With Land. 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. Warranty. 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. Term. 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.

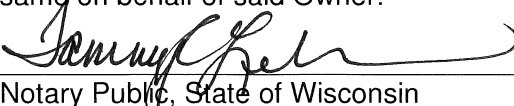
**Signature Pages to follow**

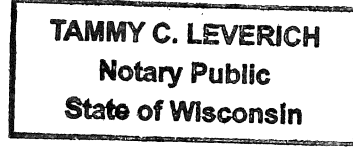
OWNER:

BY:   
**Jeff Serak CFO of RACINE UNIFIED SCHOOL DISTRICT**

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF RACINE )

Personally came before me this 24<sup>th</sup> 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

VILLAGE OF CALEDONIA

BY: \_\_\_\_\_  
**Thomas Weatherston, President**

ATTEST: \_\_\_\_\_  
**Jennifer Olsen, Clerk**

STATE OF WISCONSIN )  
 ) SS  
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: \_\_\_\_\_



## Exhibit A

### Legal Description of the Property

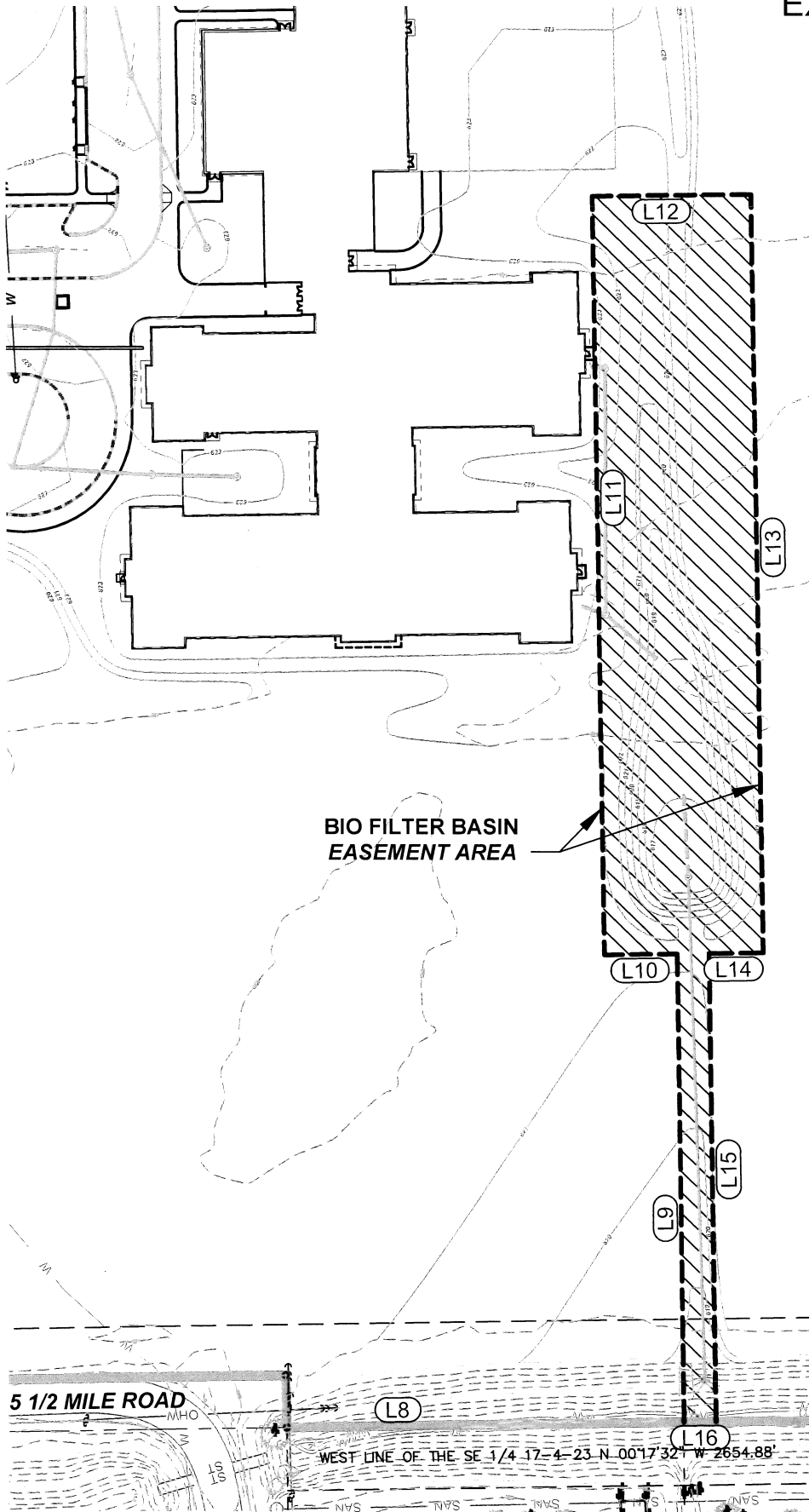
PART OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 23 EAST, LYING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN BOUNDED AND DESCRIBED AS FOLLOWS:

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.

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 CORNER 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; THENCE E. 89° 42'28" E, 296.05 FEET; THENCE E. 00° 17'32" W, 46.04 FEET; THENCE E. 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; THENCE E. 00° 17'32" W, 20.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.




Line Table		
Line #	Length	Direction
L8	639.83	S0° 17' 32"E
L9	296.05	N89° 42' 28"E
L10	46.04	N0° 17' 32"W
L11	480.00	N89° 42' 28"E
L12	100.00	S0° 17' 32"E
L13	480.00	S89° 42' 28"W
L14	33.96	N0° 17' 32"W
L15	296.05	S89° 42' 28"W
L16	20.00	N0° 17' 32"W

Easement Exhibit

## MEMORANDUM

**DATE:** Monday, July 29, 2024

**TO:** Caledonia Utility District

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

**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 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 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)



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

This Storm Water Retention Pond and Easement Agreement (“Agreement”) is made this 24<sup>th</sup> day of July, 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 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 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.

2. Failure to Construct, Clean, Maintain, Alter, Repair and Replace Retention Pond 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. Alteration or Changes of Retention Pond or Drainage Facilities. 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. Indemnification. 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. Insurance. 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. Grant of Easement. 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. Removal of Obstructions. 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 ½ 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 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 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. Restoration of Surface. 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. Non-Use. 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. Covenants Run With Land. 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. Warranty. 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. Term. 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.

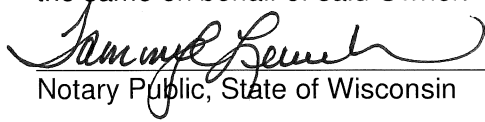
**Signature Pages to follow**

OWNER:

BY:   
**Jeff Serak CFO of RACINE UNIFIED SCHOOL DISTRICT**

STATE OF WISCONSIN     )  
                                  ) SS  
COUNTY OF RACINE     )

Personally came before me this 24<sup>th</sup> 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

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

My Commission expires: 8/31/24

**VILLAGE OF CALEDONIA**

BY: \_\_\_\_\_  
**Thomas Weatherston, President**

ATTEST: \_\_\_\_\_  
**Jennifer Olsen, Clerk**

STATE OF WISCONSIN     )  
                                  ) SS  
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: \_\_\_\_\_



## 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:

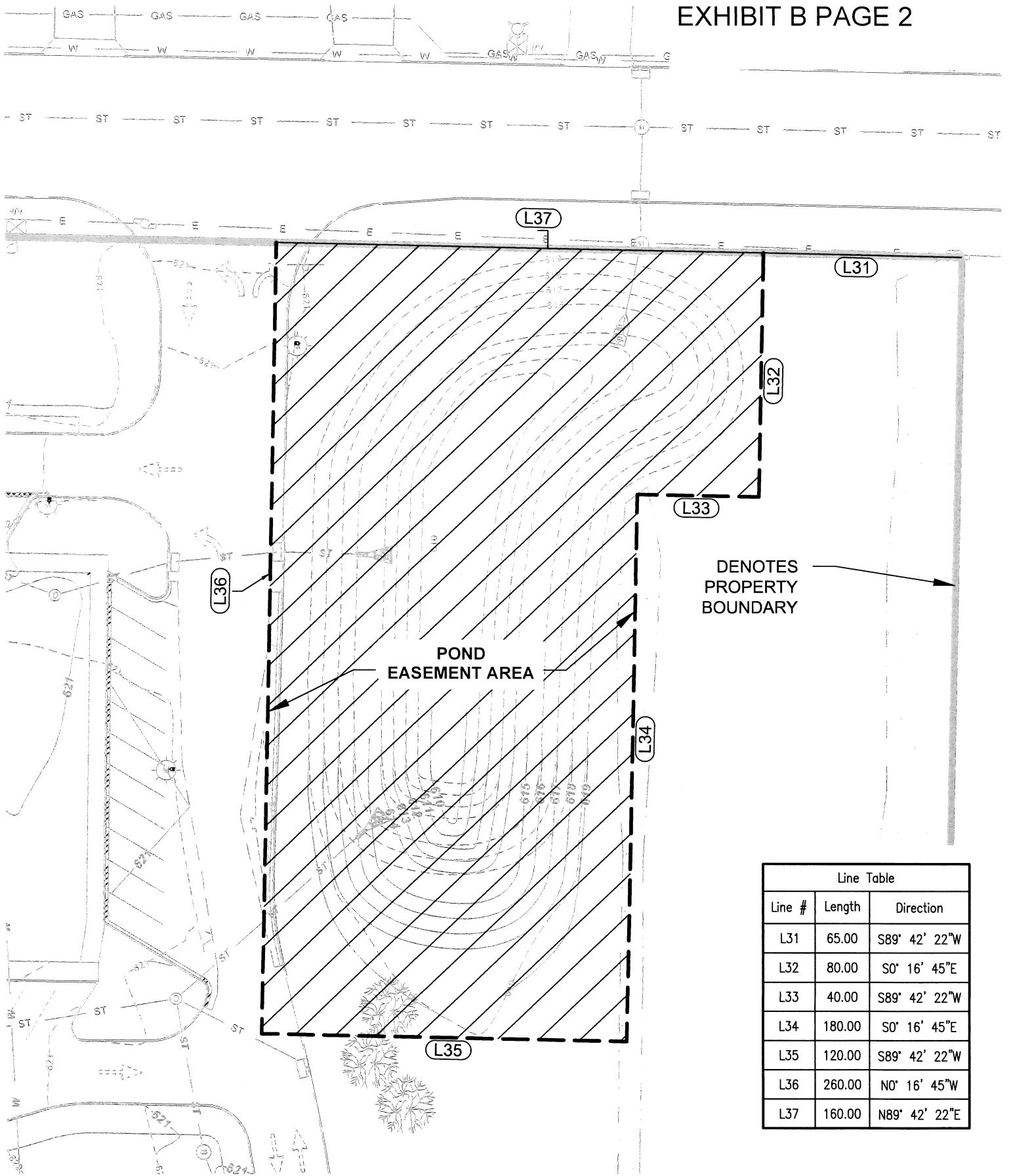
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE N 89° 19'09" E, 1232.74 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE S 00° 16'45" E, 1320.00 FEET; THENCE S 89° 19'09" W, 352.44; THENCE N 0° 17'32" W, 370.00 FEET; THENCE S 89° 19'09" W, 880.00 FEET TO THE WEST 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.

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 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, 38.14 FEET TO THE NORTHEAST CORNER OF THE PROPERTY; THENCE N 89° 42'22" E, 65.00 FEET TO THE POINT OF BEGINNING; THENCE S 00° 16'45" E, 80.00 FEET; THENCE S 89° 42'22" W 40.00 FEET; THENCE S 00° 16'45" E, 180.00 FEET; THENCE N S 89° 42'22" W, 120.00; THENCE N 00° 16'45" W, 260.00 FEET TO THE POINT OF BEGINNING.





Line Table		
Line #	Length	Direction
L31	65.00	S89° 42' 22"W
L32	80.00	S0° 16' 45"E
L33	40.00	S89° 42' 22"W
L34	180.00	S0° 16' 45"E
L35	120.00	S89° 42' 22"W
L36	260.00	N0° 16' 45"W
L37	160.00	N89° 42' 22"E

EASEMENT EXHIBIT