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**VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA**

**Wednesday, December 2, 2020 at 6:00 p.m.  
Caledonia Village Hall - 5043 Chester Lane**

**THIS WILL NOT BE AN IN-PERSON MEETING  
AUDIO & VIDEO CONFERENCE VIA ZOOM**

**ACCESS VIA DIAL-IN NUMBER IS: 1-(312) 626-6799; ACCESS CODE IS: 821 8139 4949 OR**

**ACCESS VIA ONE-TOUCH TELEPHONE IS: tel: 13126266799, 82181394949# OR**

**ACCESS VIA INTERNET IS: <https://us02web.zoom.us/j/82181394949>**

- 1. Meeting Called to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
  - a. Utility District Regular Meeting – October 7, 2020
- 4. Citizen Comments**
- 5. Communications and Announcements**
  - a. Racine Water Utility Agenda & Minutes
  - b. Racine Wastewater Utility Agenda & Minutes
  - c. Operator Position to be filled
  - d. January Commission Meeting to be January 13, 2021
- 6. Approval of O&M Bills**
  - a. O&M Bills related to the Sewer Utility District
  - b. O&M Bills related to the Water Utility District
  - c. O&M Bills related to the Storm Water Utility District
- 7. Project Updates**
  - a. Construction Contract Status
  - b. Caddy Vista Improvements / Lift Station
  - c. Riverbend Drive Lift Station Safety Site
  - d. Lighthouse Drive Lift Station Upgrade Site
  - e. South Lane Sanitary Sewer
  - f. Rio Vista, Shorewood & Stonebridge Utility Improvements
  - g. DeBack Industrial Park Phase 3 Improvements
  - h. Annual Televising Program – Sanitary Sewer
  - i. Water Impact Fee / Sewer Connection Fee Update
  - j. EPA Risk & Resilience Assessment and Emergency Response Plan
  - k. Hoods Creek – Aldebaran Brushing Project
  - l. Tanglewood Avenue Storm Sewer Replacement Project
  - m. Wind Point West Subdivision Project
  - n. GIS Updates
  - o. Alcyn Drive
  - p. Douglas Avenue OMG Ditch Project
- 8. Action Items**
  - a. Change Order #3 Wind Dale & Wind Point West Storm Water Utility Improvements
  - b. Change Order #1 & #2 South Lane Sanitary Sewer Relay
  - c. Change Order #1 Lighthouse Drive Lift Station Upgrade
  - d. Change Order #3 & #4 Rebid of DeBack Industrial Park Phase 3 Improvements
  - e. Change Order #4 & #5 Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement
  - f. Final Acceptance Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement
  - g. Bear County Holdings Agreement Authorization of Signatures
  - h. 6507 Middle Road Sanitary Sewer Lateral Revision
- 9. Adjournment**

**Village of Caledonia Utility District Meeting  
October 7, 2020**

**1. Meeting Called to Order** – The Regular Meeting of the Village of Caledonia Utility District was held on Wednesday, October 7, 2020, at the Caledonia Village Hall, located at 5043 Chester Lane Racine, Wisconsin. The meeting was called to order by President Howard Stacey at 6:00 pm.

**2. Roll Call** – Those present were President Howard Stacey, Commissioners Michael Pirk, Dave Ruffalo, Tony Minto, Mark Brigman, and Nick Sullivan. Trustee Lee Wishau was excused. Also present were Utility Manager Robert Lui, and Utility Director Anthony Bunkelman.

**3. Approval of Minutes**

**a.** Upon a motion by Minto and seconded by Brigman, the Commission approved the minutes from the Utility District’s previous regular meeting held September 2, 2020. A copy of these minutes have been furnished to each Commissioner.

**Motion Carried.**

**4. Citizen Comments** – None

**DRAFT**

**5. Communications and Announcements**

**a. Racine Water Utility Agenda & Minutes**

The Commission looked over the August 18<sup>th</sup> & September 2<sup>nd</sup> Minutes and the September 15<sup>th</sup> Agenda for the Racine Water Utility.

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

The Commission looked over the August 18<sup>th</sup> & September 2<sup>nd</sup> Minutes, and the September 15<sup>th</sup> & October 1<sup>st</sup> Agendas for the Racine Wastewater Utility.

**c. Caledonia 3<sup>rd</sup> Quarter Newsletter**

The Commission looked over the 3<sup>rd</sup> Quarter newsletter. Commissioner Ruffalo asked that his email address be changed for the future newsletters.

**6. Approval of O&M Bills**

**a.** Upon a motion by Pirk and seconded by Minto, the Commission approved payment of O&M Bills, related to the Sewer Utility District totaling \$609,104.90. **Motion Carried.**

**b.** Upon a motion by Minto and seconded by Pirk, the Commission approved payment of O&M Bills, related to the Water Utility District totaling \$102,477.41. **Motion Carried.**

**c.** Upon a motion by Minto and seconded by Brigman, the Commission approved payment of O&M Bills related to the Storm Water Utility District totaling \$353,711.88. **Motion Carried.**

## 7. Project Updates

### a. Construction Contract Status

The current contract statuses were shared with the Commissioners.

### b. Caddy Vista Improvements / Lift Station

Restoration work completed. Awaiting final Pay Request.

### c. Riverbend Drive Lift Station Safety Site

Design of project has restarted due to Sewer Capacity Issues.

### d. Lighthouse Drive Lift Station Upgrade Site

Project near completion.

**DRAFT**

### e. South Lane Sanitary Sewer

Sewer main and laterals installed. Milling of road scheduled for Friday October 2<sup>nd</sup>. Restoration to begin after road paving.

### f. Rio Vista Shorewood & Stonebridge Utility Improvements

Contractor working on Restoration of areas.

### g. DeBack Industrial Park Phase 3 Improvements

Information has been sent to the owners and the Special Assessment meeting will be held when the Village Hall can host larger public meetings.

### h. Annual Televising Program – Sanitary Sewer

Repaired sanitary sewer near 6 Mile Road and Novak Road. Klema Ditch Interceptor added to televising schedule. Will be reviewing results when received.

### i. Water Impact Fee / Sewer Connection Fee Update

Meeting held on October 2<sup>nd</sup> to discuss fees. Foth is working on reports which are about 95% complete. They are currently working on QA/QC.

### j. EPA Risk & Resilience Assessment and Emergency Response Plan

Received information on facilities and started performing review of them for Assessment.

### k. Hoods Creek – Aldebaran Brushing Project

Awaiting dry weather and will reassess the needs of the Hoods Creek along the Aldebaran Subdivision.

### l. Tanglewood Avenue Storm Sewer Replacement Project

Road paving completed. Restoration completed. Will be scheduling a walkthrough to create a punchlist.

**m. Wind Point West Subdivision Project**

Road paving/patching completed. Restoration completed. Lining of Sanitary Sewer nearly finished. Will be scheduling a walkthrough to create a punchlist.

**n. GIS Updates**

Provided Storm Water Easement information for Hyperlinking. New information has been provided and will be updating shapefiles as time allows.

**o. Alcyn Drive – Drainage Complaint**

Waiting for contractor pricing. Then will respond to owners.

**DRAFT**

**p. Douglas Avenue – OMG Ditch Project**

Working on cross section necessary to handle 100 year storm per owner's request. Also working with extending project to North stream per owner's request.

**8. Action Items**

**a. Pro Bio Storm Water Management Plan & Site Grading Plan Approval**

Director Bunkelman explained the Storm Water Management Plan for the site and discussed the site grading plan with the Commission. The plans meet the Ordinance and are recommended for approval.

Upon a motion by Brigman and seconded by Pirk, the Commission moved to approve the Storm Water Management Plan, Site Grading Plan and Utilities Plan for Probio RE LLC subject to the conditions listed in the October 1, 2020 memo from the Utility Director. **Motion Carried.**

**b. 2021 Budget (Water, Sewer, Storm)**

Director Bunkelman went through the Water, Sewer and Storm budgets and capital improvement plans. These are the budgets that the Village Board reviewed and made recommendations for. The Storm budget will be adding a full time technician salary from the Village budget. Water & Sewer will be running deficits and will need to borrow in 2021. Storm will be using reserves to balance its budget.

Upon a motion by Sullivan and seconded by Pirk, the Commission moved to approve the 2021 Budgets (Water, Sewer, Storm) for the Caledonia Utility District. **Motion Carried.**

**c. Racine 2021 Sewer Rates**

Director Bunkelman shared the Racine Wastewater Utility Rates for 2021. Class 1 Wastewater treatment rates per million gallons of flow will drop from \$1,380.45 and \$1,712.19 to \$1,212.55 and \$1,521.57, depending connection point. A drop of 12.2% and 11.1% respectively. Class 2 Wastewater treatment rates per million gallons of flow will drop from \$1,083.05 to 967.72. A drop of 10.6%. These rates are based on the sewer agreement and are calculated each year based on the prior year. Since 2020, was a year with significant rainfall, a

wet year, the rates dropped slightly. This is for information and No action necessary at this time.

**9. Adjournment**

Upon a motion by Brigman and seconded by Minto, the Commission moved to adjourn the regular meeting at 7:29 pm. **Motion Carried.**

**DRAFT**

Respectively submitted,  
Anthony A. Bunkelman P.E. Utility Director



# City of Racine

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

## Meeting Agenda - Final Waterworks Commission

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Tuesday, November 17, 2020

4:00 PM

Virtual

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### Roll Call

### Approval of Minutes for the October 20, 2020 Meeting

**0782-20**      **Subject:** Budget Expenditures for October 2020 totaling \$1,636,608.48

Attachments:      [WA Expense Statement 10.20](#)

**0725-20**      **Subject:** Project Reports:

- A) Retirement of Water Superintendent - Mike Kosterman
- B) Budgets approved by the City Council
- C) Covid Staffing Concerns
- D) Summary of Delinquent Accounts for the Tax Roll
- E) Annual Notification to PSC

**0726-20**      **Subject:** Bid Opening Results on Contract W-20-10, Perry to Newman 36" Transmission

Attachments:      [w.20.10 bid results](#)

**0792-20**      **Subject:** Change Order No. 3 on Contract W-19-7, Spring Street Transmission Water Main, S.J. Louis Construction, Inc (Contractor)

Attachments:      [W-19-7 Change Order 3](#)

**0781-20**      **Subject:** Change Order No. 1 on Contract W-19-9, 933 Water Tank and Connection Foxconn, Landmark Structures I.L.P (Contractor)

Attachments:      [W.19.9 co1](#)

**0791-20**      **Subject:** Change Order No. 1 on Contract W-19-10, Spring Street Transmission - Phase 3, S.J. Louis Construction, Inc. (Contractor)

Attachments:      [W-19-10 Change Order 1](#)

**0793-20**      **Subject:** Change Order No. 4 on Contract W-19-11, 48-inch Perry to Newman Transmission Water Main, S.J. Louis Construction, Inc. (Contractor)

Attachments:      [W-19-11 Change Order 4](#)

**0779-20**      **Subject:** Change Order No. 2 on Contract W-19-15, 933 Braun Rd Pumping Station, J.H. Hassinger, Inc. (Contractor)

Attachments:      [W.19.15 CO2](#)

**0729-20**      **Subject:** Amendment to Proposal from Dixon Engineering to prepare plans and specifications for the Perry Tank roof replacement project

Attachments:      [Dixon Amendment](#)

**0771-20**      **Subject:** Discussion of benefit changes for 2021 - Utility Employees

**0775-20**      **Subject:** Approval of Law 732 wage increase for 2021

Attachments:      [Local 732 wage increase 2021 \(proposal\)](#)

## Adjournment

If you are disabled and have accessibility needs or need information interpreted for you, please contact the office of the General Manager at (262) 636.9181 at least 48 hours prior to this meeting. For virtual access you may call 844.992.4726 access code: 126.176.6226



# City of Racine

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

## Meeting Minutes - Final Waterworks Commission

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Tuesday, October 20, 2020

4:00 PM

Virtual

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### Roll Call

**PRESENT:** 6 - Terry McCarthy, Kathy DeMatthew, Thomas Bunker, Natalia Taft, Cory Mason and John Tate II

**EXCUSED:** 2 - James Spangenberg and Kathleen Fischer

### Approval of Minutes for the September 15, 2020 Meeting

A motion was made by Vice President DeMatthew, seconded by McCarthy, that this file be to Approve the Minutes

**0577-20**

**Subject:** Budget Expenditures for September 2020 totaling \$1,722,628.80

**Recommendation:** Approve

A motion was made by Vice President DeMatthew, seconded by McCarthy, that this file be Approved

**0702-20**

**Subject:** Project Reports:

- A) Water Rate Case Status
- B) Water Age Study and Flushing Regimen
- C) Lead Service Update
- D) New Tower and Booster Station on Line
- E) Roof on Perry Tank
- F) Status of Washington Avenue Water Main
- G) Emergency Response Plan Submittal

**Recommendation:** Receive and File

*Project reports were given by staff.*

A motion was made that this file be Received and Filed

**0680-20**

**Subject:** Change Order No. 3 on Contract W-19-5, Durand Avenue Water Main Replacement, AW Oakes & Son, Inc. (Contractor)

**Recommendation:** Approve



*The Chief of Operations submitted Change Order No. 3 on Contract W-19-5 in the amount of \$39,250.00 bringing the total contract amount to \$1,303,286.30 and recommend for approval.*

**A motion was made by Bunker, seconded by McCarthy, that this Communication be Approved. The motion PASSED by the following vote:**

**AYES:** 5 - McCarthy  
Bunker  
Taft  
Mason  
Tate II

**EXCUSED:** 2 - Spangenberg  
Fischer

**ABSTENTIONS:** 1 - DeMatthew

**0681-20**            **Subject:** Change Order No. 4 on Contract W-19-5, Durand Ave Water Main Replacement, AW Oakes & Son, Inc. (Contractor)

**Recommendation:** Approve

*The Chief of Operations submitted Change Order No. 3 on Contract W-19-5 in the amount of \$17,476.00 bringing the total contract amount to \$1,320,762.30 and recommend for approval.*

**A motion was made by Bunker, seconded by McCarthy, that this Communication be Approved. The motion PASSED by the following vote:**

**AYES:** 5 - McCarthy  
Bunker  
Taft  
Mason  
Tate II

**EXCUSED:** 2 - Spangenberg  
Fischer

**ABSTENTIONS:** 1 - DeMatthew

**0682-20**            **Subject:** Request for Final Payment on Contract W-19-5, Durand Avenue Water Main Replacement, AW Oakes & Son, Inc. (Contractor)

**Recommendation:** Approve

*The Chief of Operations submitted final pay request on Contract W-19-5. Recommending that work performed by A.W. Oakes & Son, Inc. (Contractor) be accepted and final payment be authorized for a total contract amount in the amount of \$1,320,762.30.*

**A motion was made by Mayor Mason, seconded by McCarthy, that this**

Communication be Approved. The motion PASSED by the following vote:

**AYES:** 5 - McCarthy  
Bunker  
Taft  
Mason  
Tate II

**EXCUSED:** 2 - Spangenberg  
Fischer

**ABSTENTIONS:** 1 - DeMatthew

**0652-20**            **Subject:** Change Order No.4 on Contract W-19-12, Summit Elevated Storage Tank Pump Station, Staab Construction Corporation. (Contractor)

**Recommendation:** Approve

*The Chief of Operations submitted Change Order No. 4 on Contract W-19-12 in the amount of \$3,742.00 bringing the total contract amount to \$1,188,132.97 and recommend for approval.*

**A motion was made by DeMatthew, seconded by Tate II, that this file be Approved**

**0701-20**            **Subject:** Change Order No. 2 on Contract W-19-14, Emmertsen Road to Newman Road Wholesale Meter Modifications, Mid City Corporation. (Contractor)

**Recommendation:** Approve

*The General Manager submitted Change Order No. 2 on Contract W-19-14 a credit in the amount of \$27,293.40 bringing the total contract amount to \$278,824.80 and recommend for approval.*

**A motion was made by DeMatthew, seconded by Tate II, that this file be Approved**

**0670-20**            **Subject:** Professional Services Agreement with HydroCorp for cross control inspection of commercial, industrial and public authority buildings

**Recommendation:** Approve

*The General Manager submitted a Professional Service Agreement with HydroCorp for the purpose of inspection, reporting and management services with regard to cross connection control and explained that the Water Utility has been using HydroCorp for these required inspections. The total amount of the proposal is \$50,352.00.*

**A motion was made by DeMatthew, seconded by McCarthy, that this file be Approved**

**Adjournment**

*There being no further business, the meeting was adjourned at 4:48 p.m.*



# City of Racine

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

## Meeting Agenda - Final Wastewater Commission

---

Tuesday, November 17, 2020

4:30 PM

Virtual

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### Roll Call

### Approval of Minutes for the October 20, 2020 Meeting

- 0780-20**      **Subject:** Budget Expenditures for October 2020 totaling \$1,213,359.91
- 0727-20**      **Subject:** Project Reports:
- A) Budgets and rates approved by City Council
  - B) Letters from SSR Parties
  - C) Lift Station No. 2 Storage Tank Update
  - D) West 6th Street Tunneling Update
  - E) Vacancy Filling Update
  - F) Covid Concerns Staffing
  - G) Facility Plan Update
  - H) CNH Property Update
  - I) Update on Chicory Road Interceptor Study
  - J) Update on Lift Station 2 Storage Optimization
  - K) Update on Convention Center Hotel Sewer Reroute
- 0748-20**      **Subject:** Presentation from Mount Pleasant with regard to the sewer system for TID#5
- 0738-20**      **Subject:** Submittal of Pretreatment Rates for 2021
- 0724-20**      **Subject:** Proposal from Ruekert-Mielke to Perform 2021 revenue sharing calculations
- 0773-20**      **Subject:** Proposal from AECOM for preliminary design of deficiency capital items
- 0774-20**      **Subject:** Proposal from Carollo Engineering for preliminary engineering on the UV Disinfection System
- 0783-20**      **Subject:** Authorize the General Manager and Commission President to enter into the 7th Amendment for the Exclusivity Agreement with CNH

0772-20

**Subject:** Discussion of benefit changes for 2021 - Utility Employees

**Adjournment**

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# City of Racine

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

## Meeting Minutes – Final

### Wastewater Commission

---

Tuesday, October 20, 2020

4:30 PM

Virtual

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#### Roll Call

**PRESENT:** 10 - Kathy DeMatthew, Terry McCarthy, Natalia Taft, Cory Mason, John Hewitt, Thomas Friedel, Anthony Bunkelman, Robert Lui, Thomas Bunker and John Tate II

**EXCUSED:** 4 - James Spangenberg, Daryl Lynaugh, Dan Moore and Robert Pucely

#### Approval of Minutes for the September 15, 2020 Meeting

A motion was made by Lui, seconded by Hewitt, that this file be to Approve the Minutes

#### Approval of Minutes for the October 1, 2020 Meeting

A motion was made by Lui, seconded by Hewitt, that this file be to Approve the Minutes

**0703-20**      **Subject:** Budget Expenditures for September 2020 totaling \$949,098.45

**Recommendation:** Approve

A motion was made by DeMatthew, seconded by Mayor Mason, that this file be Approved

**0704-20**      **Subject:** Project Reports:

- A) HHW October Report
- B) Facilities Plan Update
- C) Update on PFAS & PFOA
- D) Thermal Discharge Study Update
- E) Vacancy Update
- F) Letters sent to SSR Parties for August 10th Capacity Exceedence

**Recommendation:** Receive and File

*Project reports were given by staff.*

Received and Filed

**0669-20****Subject:** Sanitary Sewer Extension Request from Foth Consultants for TID#5 Phase 7 - International Drive**Recommendation:** Approve

*The General Manager submitted a sanitary sewer request from Dan Snyder of Foth Infrastructure & Environment, LLC for TID #5 - Phase 7 addition in the Village of Mt. Pleasant and recommended approval.*

**A motion was made by President Taft, seconded by Mayor Mason, that this Communication be Deferred. The motion FAILED by the following vote:**

**AYES:** 3 - Taft  
Mason  
Tate II

**NOES:** 5 - DeMatthew  
Hewitt  
Friedel  
Lui  
Bunker

**EXCUSED:** 4 - Spangenberg  
Lynaugh  
Moore  
Pucely

**A motion was made by Bunker, seconded by Hewitt, that this Communication be Approved. The motion PASSED by the following vote:**

**AYES:** 5 - DeMatthew  
Hewitt  
Friedel  
Lui  
Bunker

**NOES:** 3 - Taft  
Mason  
Tate II

**EXCUSED:** 4 - Spangenberg  
Lynaugh  
Moore  
Pucely

**0706-20****Subject:** Proposal from Redmon Engineering with regard to Aeration Diffuser Study**Recommendation:** Approve

*Superintendent Klimek, explained the proposal regarding the study. Contract amount is not to exceed \$38,500.00 and recommended for approval.*

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A motion was made by Bunkelman, seconded by Hewitt, that this Communication be Approved. The motion PASSED by the following vote:

**AYES:** 9 - DeMatthew  
McCarthy  
Taft  
Mason  
Hewitt  
Friedel  
Lui  
Bunker  
Tate II

**EXCUSED:** 4 - Spangenberg  
Lynaugh  
Moore  
Pucely

**ABSTENTIONS:** 1 - Bunkelman

**0708-20**      **Subject:** Proposal from Commissioner Bunker, DeMatthew and Hewitt to maintain current benefits for Utility employees at a status quo to prevent mass exodus of talented Utility employees

**Recommendation:** Approve

*Motion made by Bunker, seconded by Hewitt - Wastewater to convey opinion to Racine Common Council not to impose any personnel benefits & wage changes for Utility personnel that may cause a potential public health hazard risk to the citizens of the community.*

**A motion was made by Bunker, seconded by Hewitt, failed**

*Motion: Instruct the GM to work with HR to develop a plan to minimize staff impact of benefit changes on experienced, knowledgeable staff in order to minimize the risk of a public health event. This plan should take into consideration previous benefit concessions taken at the Utilities to reduce future long term liabilities.*

**A motion was made by Hewitt, seconded by Friedel, that this file be Approved.  
Passed by voice vote**

**0712-20**      **Subject:** Discussion of the filling of a vacancy for the General Manager

**Recommendation:** Defer

*Human Resource Director, Kate Croteau, explained the process to fill vacancy and will look further into the potential of having two General Manager's. Director will send out a memo with her recommendation on market salary and findings of what other communities do, as far as staffing a single GM over both water-wastewater utilities or having a general manager oversee each utility independently.*

**A motion was made by Taft, seconded by Tate II, that this file be Deferred**



### Closed Session

**0707-20**

**Subject:** Communication from the General Manager concerning compensation for an individual

**Recommendation:** Approve

A motion was made by Mayor Mason, seconded by DeMatthew, that this file be Approved

### Adjournment

*There being no further business, the meeting was adjourned at 6:58 p.m.*

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>ACH - WE ENERGIES</b>								
380	ACH - WE ENERGIES	9443-619-804 1	GAS & ELECTRIC SERVICES AT	11/20/2020	8,119.38	.00		501-00-64140 Utilities
	Total ACH - WE ENERGIES:				8,119.38	.00		
<b>ASCENSION MEDICAL GROUP</b>								
135	ASCENSION MEDICAL GROUP	SW-OCT 2020	DTP DRUG SCREEN DOT	10/30/2020	147.25	.00		501-00-51100 Testing/Physicals
	Total ASCENSION MEDICAL GROUP:				147.25	.00		
<b>BATTERIES PLUS LLC</b>								
3791	BATTERIES PLUS LLC	P33160408	SCADA UPS BATTERIES	11/09/2020	74.83	.00		501-00-64240 Building Repairs & Maintenance
	Total BATTERIES PLUS LLC:				74.83	.00		
<b>D.W. DAVIES &amp; CO</b>								
437	D.W. DAVIES & CO	1600940	HAND SANITIZER	11/03/2020	77.82	.00		501-00-64030 Office Supplies
	Total D.W. DAVIES & CO:				77.82	.00		
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>								
666	FOTH INFRASTRUCTURE & EN	69554	RIVERBEND SAFETY SITE	10/28/2020	11,243.70	.00		501-18725-000 CIP-RIVERBEND SAFETY SITE
666	FOTH INFRASTRUCTURE & EN	69557	WIND POINT SEWER REHAB.	10/28/2020	574.50	.00		501-18723-000 CIP-Wind Point Sewer Rehab
666	FOTH INFRASTRUCTURE & EN	69558	SEWER MODELING	10/28/2020	1,638.50	.00		501-18727-000 CIP-Sewer Modeling
666	FOTH INFRASTRUCTURE & EN	69561	CADDY VISTA L.S. PROJECT	10/28/2020	2,075.54	.00		501-18729-000 Caddy Vista Lift Stations
666	FOTH INFRASTRUCTURE & EN	69568	SOUTH LANE SEWER RELAY	10/28/2020	14,064.10	.00		501-18735-000 CIP-South Lane Sanitary Sewer
666	FOTH INFRASTRUCTURE & EN	69569	GENERAL ENGINEERING	10/28/2020	948.72	.00		501-00-61340 Engineering Design Charges
666	FOTH INFRASTRUCTURE & EN	69571	SEWER MODELING	10/28/2020	240.00	.00		501-18727-000 CIP-Sewer Modeling
666	FOTH INFRASTRUCTURE & EN	69574	GIS MAPPING	10/28/2020	313.50	.00		501-18704-000 CIP-GIS Mapping
666	FOTH INFRASTRUCTURE & EN	69577	LIGHTHOUSE DRIVE L.S. UPGR	10/29/2020	2,247.12	.00		501-18707-000 CIP-Lighthouse Lift Station
	Total FOTH INFRASTRUCTURE & ENVIRO, LLC:				33,345.68	.00		
<b>KONICA MINOLTA</b>								
1090	KONICA MINOLTA	9007268091	OCTOBER 2020 OFFICE COPIE	11/06/2020	33.15	.00		501-00-64030 Office Supplies
	Total KONICA MINOLTA:				33.15	.00		
<b>L.W. ALLEN, INC.</b>								
1119	L.W. ALLEN, INC.	104861	4 MILE / HWY 31 L.S. SERVICE	10/28/2020	285.00	.00		501-00-64240 Building Repairs & Maintenance

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
Total L.W. ALLEN, INC.:								
					285.00	.00		
<b>LIGHTHOUSE COMMUNICATIONS</b>								
1170	LIGHTHOUSE COMMUNICATIO	1091120	3RD QUARTER 2020 & DEL. NO	11/11/2020	2,934.30	.00		501-00-64040 Postage & Shipping
1170	LIGHTHOUSE COMMUNICATIO	1091120	3RD QUARTER 2020 & DEL. NO	11/11/2020	1,470.98	.00		501-00-64030 Office Supplies
Total LIGHTHOUSE COMMUNICATIONS:								
					4,405.28	.00		
<b>NETWORK SPECIALIST</b>								
1390	NETWORK SPECIALIST	40057	DECEMBER 2020 COMPUTER B	11/08/2020	125.00	.00		501-00-64320 IT Infrastructure
Total NETWORK SPECIALIST:								
					125.00	.00		
<b>SPECTRUM ENTERPRISE</b>								
1832	SPECTRUM ENTERPRISE	710670101111	INTERNET SERVICE @ UTILITY	11/15/2020	67.49	.00		501-00-64150 Communication Services
Total SPECTRUM ENTERPRISE:								
					67.49	.00		
<b>U. S. CELLULAR</b>								
2026	U. S. CELLULAR	0404813160	UTILITY DISTRICT CELL PHONE	11/06/2020	177.05	.00		501-00-64150 Communication Services
Total U. S. CELLULAR:								
					177.05	.00		
<b>ULINE</b>								
2030	ULINE	125762281	COVID FACE MASKS	10/22/2020	105.75	.00		501-00-64030 Office Supplies
Total ULINE:								
					105.75	.00		
<b>WAREHOUSE DIRECT</b>								
2099	WAREHOUSE DIRECT	4806947-0	OFFICE SUPPLIES	10/29/2020	145.08	.00		501-00-64030 Office Supplies
Total WAREHOUSE DIRECT:								
					145.08	.00		
Grand Totals:								
					47,108.76	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
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Dated: \_\_\_\_\_

Village President: \_\_\_\_\_

Village Board: \_\_\_\_\_

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Village Clerk: \_\_\_\_\_

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>ACH - WE ENERGIES</b>								
380	ACH - WE ENERGIES	9443-619-804 1	GAS & ELECTRIC SERVICES AT	11/20/2020	969.06	.00		500-00-64140 Utilities
	Total ACH - WE ENERGIES:				969.06	.00		
<b>BATTERIES PLUS LLC</b>								
3791	BATTERIES PLUS LLC	P33160408	SCADA UPS BATTERIES	11/09/2020	74.82	.00		500-00-64240 Building Repairs & Maintenance
	Total BATTERIES PLUS LLC:				74.82	.00		
<b>BJELAJAC &amp; KALLENBACH, LLC</b>								
210	BJELAJAC & KALLENBACH, LL	20115-043DST	GRACYALNY NOTICE OF INJUR	10/31/2020	63.20	.00		500-00-61100 Attorney Fees
	Total BJELAJAC & KALLENBACH, LLC:				63.20	.00		
<b>D.W. DAVIES &amp; CO</b>								
437	D.W. DAVIES & CO	1600940	HAND SANITIZER	11/03/2020	77.82	.00		500-00-64030 Office Supplies
	Total D.W. DAVIES & CO:				77.82	.00		
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>								
666	FOTH INFRASTRUCTURE & EN	69563	STONEBRIDGE DRIVE WATERM	10/28/2020	3,602.82	.00		500-18731-107 CIP-Stonebridge Drive
666	FOTH INFRASTRUCTURE & EN	69567	RIO VISTA / STONEBRIDGE DRI	10/28/2020	19,727.32	.00		500-18731-107 CIP-Stonebridge Drive
666	FOTH INFRASTRUCTURE & EN	69569	GENERAL ENGINEERING	10/28/2020	5,099.72	.00		500-00-61340 Engineering Design Charges
666	FOTH INFRASTRUCTURE & EN	69574	GIS MAPPING	10/28/2020	313.50	.00		500-18704-107 CIP-GIS Mapping
	Total FOTH INFRASTRUCTURE & ENVIRO, LLC:				28,743.36	.00		
<b>G &amp; F EXCAVATING</b>								
687	G & F EXCAVATING	34727	HYDRANT # 33-17 REPLACEME	10/29/2020	3,037.75	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	34736	WATERBREAK PHEASANT TR. /	11/03/2020	1,571.00	.00		500-00-64240 Building Repairs & Maintenance
687	G & F EXCAVATING	34749	REPLACE HYDRANT # 50-20, BL	11/16/2020	2,910.00	.00		500-00-64240 Building Repairs & Maintenance
	Total G & F EXCAVATING:				7,518.75	.00		
<b>KONICA MINOLTA</b>								
1090	KONICA MINOLTA	9007268091	OCTOBER 2020 OFFICE COPIE	11/06/2020	33.14	.00		500-00-64030 Office Supplies
	Total KONICA MINOLTA:				33.14	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>LIGHTHOUSE COMMUNICATIONS</b>								
1170	LIGHTHOUSE COMMUNICATIO	1091120	3RD QUARTER 2020 & DEL. NO	11/11/2020	2,934.30	.00		500-00-64040 Postage & Shipping
1170	LIGHTHOUSE COMMUNICATIO	1091120	3RD QUARTER 2020 & DEL. NO	11/11/2020	1,470.99	.00		500-00-64030 Office Supplies
Total LIGHTHOUSE COMMUNICATIONS:					4,405.29	.00		
<b>NETWORK SPECIALIST</b>								
1390	NETWORK SPECIALIST	40057	DECEMBER 2020 COMPUTER B	11/08/2020	125.00	.00		500-00-64320 IT Infrastructure
Total NETWORK SPECIALIST:					125.00	.00		
<b>NORTHERN LAKE SERVICE, INC</b>								
1411	NORTHERN LAKE SERVICE, IN	389908	4TH QTR. 2020 VILLAGE HALL B	10/28/2020	20.00	.00		500-00-64240 Building Repairs & Maintenance
1411	NORTHERN LAKE SERVICE, IN	390136	26 LEAD & COPPER SAMPLES	11/03/2020	572.00	.00		500-00-64240 Building Repairs & Maintenance
1411	NORTHERN LAKE SERVICE, IN	390315	4 DISINFECTION BYPRODUCTS	11/04/2020	560.00	.00		500-00-64240 Building Repairs & Maintenance
1411	NORTHERN LAKE SERVICE, IN	390351	1 LEAD & COPPER SAMPLE	11/05/2020	22.00	.00		500-00-64240 Building Repairs & Maintenance
1411	NORTHERN LAKE SERVICE, IN	390440	3 LEAD & COPPER SAMPLES	11/06/2020	66.00	.00		500-00-64240 Building Repairs & Maintenance
1411	NORTHERN LAKE SERVICE, IN	390521	1 LEAD & COPPER SAMPLE	11/06/2020	22.00	.00		500-00-64240 Building Repairs & Maintenance
Total NORTHERN LAKE SERVICE, INC:					1,262.00	.00		
<b>OAK CREEK WATER UTILITY</b>								
1423	OAK CREEK WATER UTILITY	4753	OCTOBER 2020 BAC "T" SAMPL	11/06/2020	365.00	.00		500-00-62550 Purchased Water
1423	OAK CREEK WATER UTILITY	4758	NOVEMBER 2020 BAC "T" SAMP	11/17/2020	365.00	.00		500-00-62550 Purchased Water
Total OAK CREEK WATER UTILITY:					730.00	.00		
<b>RAY HINTZ INC.</b>								
1592	RAY HINTZ INC.	61132	TOP SOIL FOR WATERBREAK R	08/14/2020	22.00	.00		500-00-64240 Building Repairs & Maintenance
1592	RAY HINTZ INC.	61257	TOP SIL FOR WATERBREAK RE	08/31/2020	154.00	.00		500-00-64240 Building Repairs & Maintenance
Total RAY HINTZ INC.:					176.00	.00		
<b>ROHNER ASPHALT &amp; GRADING, INC.</b>								
1682	ROHNER ASPHALT & GRADING,	11554	ASPHALT PATCHES	11/11/2020	6,502.13	.00		500-00-64240 Building Repairs & Maintenance
Total ROHNER ASPHALT & GRADING, INC.:					6,502.13	.00		
<b>SPECTRUM ENTERPRISE</b>								
1832	SPECTRUM ENTERPRISE	71067010111	INTERNET SERVICE @ UTILITY	11/15/2020	67.49	.00		500-00-64150 Communication Services



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
<b>ACH - WE ENERGIES</b>								
380	ACH - WE ENERGIES	9443-619-804 1	GAS & ELECTRIC SERVICES AT	11/20/2020	168.57	.00		502-00-64140 Utilities
Total ACH - WE ENERGIES:					168.57	.00		
<b>DLT SOLUTIONS</b>								
530	DLT SOLUTIONS	4914626	AUTOCAD SOFTWARE RENEW	11/11/2020	1,391.60	.00		502-00-64300 IT Maintenance & Subscriptions
Total DLT SOLUTIONS:					1,391.60	.00		
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>								
666	FOTH INFRASTRUCTURE & EN	69551	WIND DALE STORM SEWER	10/28/2020	1,821.34	.00		502-00-65150 Storm Sewers
666	FOTH INFRASTRUCTURE & EN	69552	W.P. WEST STORM SEWER	10/28/2020	521.46	.00		502-00-65150 Storm Sewers
666	FOTH INFRASTRUCTURE & EN	69553	HWY 32 STREAM PROJECT	10/28/2020	21,468.56	.00		502-00-65150 Storm Sewers
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:					23,811.36	.00		
<b>G &amp; F EXCAVATING</b>								
687	G & F EXCAVATING	34722	REPLACE CMP WITH 18" RCP	10/27/2020	5,837.00	.00		502-00-65150 Storm Sewers
Total G & F EXCAVATING:					5,837.00	.00		
<b>PIEPMIEIER CONCRETE INC.</b>								
1505	PIEPMIEIER CONCRETE INC.	11-16-2020	PARKWAY DRIVE, CURB REPLA	11/11/2020	1,500.00	.00		502-00-64240 Building Repairs & Maintenance
Total PIEPMIEIER CONCRETE INC.:					1,500.00	.00		
<b>ROHNER ASPHALT &amp; GRADING, INC.</b>								
1682	ROHNER ASPHALT & GRADING,	11554	ASPHALT PATCHES	11/11/2020	431.35	.00		502-00-64240 Building Repairs & Maintenance
Total ROHNER ASPHALT & GRADING, INC.:					431.35	.00		
<b>SME SEASONAL SERVICES LLC</b>								
1813	SME SEASONAL SERVICES LL	5595	MOWING SERVICES 5 /12 & CH	10/31/2020	65.00	.00		502-00-64260 Grounds Repairs & Maintenance
1813	SME SEASONAL SERVICES LL	5596	MOWING PHASE 1 & PHASE 2 P	10/31/2020	2,000.00	.00		502-00-64260 Grounds Repairs & Maintenance
Total SME SEASONAL SERVICES LLC:					2,065.00	.00		
<b>STRAND ASSOCIATES INC.</b>								
1893	STRAND ASSOCIATES INC.	0165953	ILLICIT DISCHARGE DETECTIO	11/11/2020	1,016.86	.00		502-00-64500 Permits & Fees



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	GL Account and Title
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Total STRAND ASSOCIATES INC.:

1,016.86 .00

Grand Totals:

36,221.74 .00

Dated: \_\_\_\_\_

Village President: \_\_\_\_\_

Village Board: \_\_\_\_\_

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Village Clerk: \_\_\_\_\_

## Caddy Vista Sanitary Sewer Improvements and Lift Station Replacement

Sewer & Water

Contractor

**Super Excavators Inc.**

Original Contract	\$	<b>3,957,995.00</b>	
Change Order #1 (11/6/2019)	\$	(51,563.50)	-1.30%
Change Order #2 (11/6/2019)	\$	6,633.70	0.17%
Change Order #3 (6/25/2020)	\$	24,328.00	0.61%
Change Order #4 (12/2/2020)	\$	611.00	0.02%
Change Order #5 (12/2/2020)	\$	28,158.53	0.71%
Percentage All Change Orders	\$	8,167.73	0.21%
Current Contract	\$	<b>3,966,162.73</b>	
Pay Request #1	\$	315,313.55	5/30/2019
Retainage	\$	16,595.45	
Pay Request #2	\$	517,755.70	7/12/2019
Retainage	\$	27,250.30	
Pay Request #3	\$	394,665.15	8/1/2019
Retainage	\$	20,771.85	
Pay Request #4	\$	621,620.15	8/22/2019
Retainage	\$	32,716.85	
Pay Request #5	\$	615,018.03	9/26/2019
Retainage	\$	32,369.37	
Pay Request #6	\$	511,288.29	12/4/2019
Retainage	\$	26,909.91	
Pay Request #7	\$	409,821.47	1/2/2020
Retainage	\$	21,569.55	
Pay Request #8	\$	89,650.33	3/4/2020
Pay Request #9	\$	309,704.23	6/25/2020
Pay Request #10	\$	181,325.83	10/27/2020
Remaining on Contract	\$	-	0.0%
Owner Direct Purchase Usemco	\$	<b>330,793.00</b>	
Owner Direct Purchase Starnet	\$	<b>55,225.00</b>	
Engineering / Construction Services (12/22/2016 - 10/28/2020)	\$	<b>792,035.39</b>	
<b>Total Project Cost</b>	<b>\$</b>	<b>5,091,118.59</b>	
Budget 2018 Sewer	\$	3,200,000.00	
Budget 2019 Sewer	\$	4,100,000.00	
Revised 2019 CIP	\$	5,000,000.00	

## STH 32 Utility Improvements DOT

Sewer & Water

Contractor	<b>Payne and Dolan Inc.</b>		
Original Contract	\$	<b>266,043.63</b>	
Change Order	\$	-	0.0%
Current Contract	\$	<b>266,043.63</b>	
Pay Request	\$	2,645.08	8/1/2019
Pay Request	\$	7,396.43	10/3/2019
Pay Request	\$	<b>92,497.63</b>	<b>12/4/2019</b>
Pay Request	\$	80,448.04	12/2/2019
Pay Request	\$	64,166.90	1/2/2020
Pay Request	\$	1,014.86	3/2/2020
Pay Request	\$	1,655.72	4/1/2020
Pay Request	\$	405.27	6/1/2020
Pay Request	\$	1,500.29	9/2/2020
Remaining on Contract (Including Retainage)	\$	14,313.41	5.4%
Engineering / Construction Services DOT 12/11/2018	\$	<b>39,906.54</b>	
Pay Request #1 Engineering Only	\$	868.07	6/4/2019
Pay Request #2 Engineering Only	\$	2,685.06	8/1/2019
Pay Request #3 Engineering Only	\$	2,766.76	9/4/2019
Remaining on Contract (Including Retainage)	\$	33,586.65	84.2%
Foth Engineering/Review (7/23/2019 - 6/3/2020)	\$	61,034.29	
Total Project Cost	\$	<b>366,984.46</b>	
Revised 2019 CIP	\$	<b>350,000.00</b>	

## DeBack Industrial Park Phase 3 Improvements

Sewer & Water

Contractor	Globe Contractors Inc.		
Original Contract	\$	<b>5,492,315.00</b>	
Change Order #1 (3/15/2019)	\$	5,200.78	0.09%
Change Order #2 (5/7/2019)	\$	31,676.00	0.58%
Change Order #3 (12/2/2020)	\$	8,642.92	0.16%
Change Order #4 (12/2/2020)	\$	(54,347.35)	-0.99%
Total All Change Orders	\$	(8,827.65)	-0.16%
Current Contract	\$	<b>5,483,487.35</b>	
Pay Request #1	\$	2,714,903.07	1/4/2019
Retainage	\$	142,889.64	
Pay Request #2	\$	989,536.31	1/31/2019
Retainage	\$	(5,581.76)	
Pay Request #3	\$	1,170,751.00	3/6/2019
Pay Request #4	\$	66,125.77	3/15/2019
Pay Request #5	\$	37,649.69	4/19/2019
Pay Request #6	\$	58,276.21	5/30/2019
Pay Request #7	\$	288,046.74	9/26/2019
Pay Request #8	\$	158,198.56	10/27/2020
Remaining on Contract (Including Retainage)	\$	0.00	0.0%
Engineering / Construction Services (12/22/2016 - 4/18/2019)	\$	<b>515,957.79</b>	
Total Project Cost	\$	<b>6,045,149.57</b>	
Oversizing Only (Utility District)			
Water	\$	104,890.20	
Sewer	\$	1,247,791.01	
Revised 2019 CIP	\$	<b>1,352,681.21</b>	

## Lighthouse Drive Lift Station

Sewer

Contractor	QSP Utility		
Original Contract	\$	<b>191,786.00</b>	
Change Order #1 (12/2/2020)	\$	(15,000.00)	
Current Contract	\$	<b>176,786.00</b>	
Pay Request #1	\$	51,021.65	5/21/2020
Retainage	\$	2,685.35	
Pay Request #2	\$	43,700.00	6/24/2020
Retainage	\$	2,300.00	
Pay Request #3	\$	73,225.05	10/27/2020
Retainage	\$	3,853.95	
Remaining on Contract (Including Retainage)	\$	8,839.30	5%
Owner Direct Purchase LW Allen	\$	<b>61,700.00</b>	
Owner Direct Purchase Starnet	\$	<b>159,850.00</b>	
Explosion Proof Light	\$	<b>1,148.50</b>	
We Energies Gas & Electric	\$	<b>11,586.75</b>	
Wind Point Permits	\$	<b>738.00</b>	
Test Holes - Soils	\$	<b>450.00</b>	
Legal	\$	<b>687.00</b>	
Generator Connect	\$	<b>3,177.09</b>	
Can Metal Review	\$	<b>185.81</b>	
Various Parts		959.62	
Design Engineering (12/22/2016 - 3/29/2020 )	\$	<b>84,134.72</b>	
Construction Services (4/2020 to Current)	\$	<b>30,971.28</b>	
Total Project Cost	\$	<b>531,415.15</b>	
Revised Budget 2020 Sewer	\$	600,000.00	
Revised 2020 CIP	\$	600,000.00	

## South Lane Sanitary Relay

Sewer

Contractor	Reesman's		
Original Contract	\$	<b>690,585.24</b>	
Change Order #1 (12/2/2020)	\$	18,040.00	2.61%
Change Order #2 (12/2/2020)	\$	50,507.22	7.31%
Change Order #3	\$	1,350.06	0.20%
Total All Change Orders	\$	69,897.28	10.12%
Current Contract	\$	<b>760,482.52</b>	
Pay Request #1	\$	119,444.87	8/27/2020
Retainage	\$	6,286.57	
Pay Request #2	\$	481,033.49	9/24/2020
Retainage	\$	12,142.19	
Pay Request #3	\$	140,992.10	10/27/2020
Retainage	\$	583.30	
Remaining on Contract (Including Retainage)	\$	19,012.06	2%
Televiser Line	\$	<b>3,862.50</b>	
Design Engineering (2/19/2019 - 6/3/2020 )	\$	<b>58,014.00</b>	
Construction Services (6/3/2020 to 9/28/2020)	\$	<b>31,429.07</b>	
Total Project Cost	\$	<b>853,788.09</b>	
Budget 2020 Sewer	\$	905,000.00	
Revised 2020 CIP	\$	885,000.00	

## Wind Dale / Wind Point West

Storm, Sewer

Contractor	Reesman's		
Original Contract	\$	<b>1,566,307.81</b>	
Change Order #1	\$	53,691.00	3.43%
Change Order #2	\$	100,491.30	6.42%
Change Order #3 (12/2/2020)	\$	20,040.27	1.28%
Total All Change Orders	\$	174,222.57	11.12%
Current Contract	\$	<b>1,740,530.38</b>	
Pay Request #1	\$	244,585.87	6/25/2020
Retainage	\$	12,872.94	
Pay Request #2	\$	439,987.88	7/28/2020
Retainage	\$	23,157.26	
Pay Request #3	\$	647,894.85	8/27/2020
Retainage	\$	5,544.55	
Pay Request #4	\$	282,041.76	9/22/2020
Pay Request #5	\$	66,258.75	10/27/2020
Remaining on Contract (Including Retainage)	\$	59,761.27	3%
Design Engineering (1/26/2018 - 6/3/2020 )	\$	<b>180,563.58</b>	
Construction Services (6/3/2020 to 10/28/2020)	\$	<b>88,490.56</b>	
Total Project Cost	\$	<b>2,009,584.52</b>	
Budget 2020 Sewer	\$	-	
Budget 2020 Storm	\$	1,026,500.00	
Revised 2020 CIP Sewer	\$	140,000.00	
Revised 2020 CIP Storm	\$	1,650,000.00	

## Rio Vista Shorewood Stonebridge

Water, Sewer

Contractor	PTS Contractors Inc		
Original Contract	\$	930,020.00	
Change Order	\$	-	
Current Contract	\$	930,020.00	
Pay Request #1	\$	263,005.60	8/27/2020
Retainage	\$	13,842.40	
Pay Request #2	\$	293,947.87	10/27/2020
Retainage	\$	9,408.10	
Remaining on Contract (Including Retainage)	\$	373,066.53	40%
Design Engineering (4/18/2019 - 7/30/2020)	\$	104,864.01	
Construction Services (7/30/2020 to 9/28/2020)	\$	60,589.10	
Total Project Cost	\$	1,095,473.11	
Budget 2020 Sewer	\$	265,000.00	
Budget 2020 Water	\$	1,626,000.00	
Revised 2020 CIP Sewer	\$	385,000.00	
Revised 2020 CIP Water	\$	825,000.00	



**CALEDONIA UTILITY DISTRICT  
SEWER & WATER PROJECTS  
PROJECT SUMMARY WORKSHEET**

**Caddy Vista Improvements / Lift Station**

- Final Pay Request Received. Final Acceptance on agenda for approval.

**Riverbend Drive Lift Station Safety Site**

- Design ongoing.

**Lighthouse Drive Lift Station Upgrade Site**

- Project Completed. Change Order for Utility Allowance not used on agenda. Retainage remains on contract.

**South Lane Sanitary Sewer**

- Project Completed. Change Orders for change of manhole, cleanout installation, televising of laterals, and pavement milling and replacement.

**Rio Vista Shorewood & Stonebridge Utility Improvements**

- Sanitary Sewer lining portion of project remains. To be done as Winter work.

**DeBack Industrial Park Phase 3 Improvements**

- Information has been sent to the owners and the Special Assessment meeting will be held when the Village Hall can host larger public meetings.

**Annual Televising Program – Sanitary Sewer**

- Will be reviewing results when received.

**Water Impact Fee / Sewer Connection Fee Update**

- Will bring to meeting when ready. Preliminary numbers do not indicate much change.

**EPA Risk & Resilience Assessment and Emergency Response Plan**

- Received information on facilities and started performing review of them for Assessment.

**CALEDONIA UTILITY DISTRICT  
STORM WATER PROJECTS  
PROJECT SUMMARY WORKSHEET**

**Hoods Creek – Aldebaran Brushing Project**

- Awaiting dry weather and then will re-assess the needs of the Hoods Creek along the Aldebaran Subdivision

**Tanglewood Avenue Storm Sewer Project**

- Project Completed. Change Order on agenda for milling pavement and change in storm sewer lining size. Only retainage remains.

**Wind Point West Subdivision Project**

- Project Completed. Change Order on agenda for a sanitary lateral that needed to be relayed. Only retainage remains.

**GIS Updates**

- Provided Storm Water Easement information for Hyperlinking. New information has been provided will be updating shapefiles as time allows.

**Alcyn Drive –Drainage Complaint**

- Waiting for contractor pricing. Then will respond to owners.

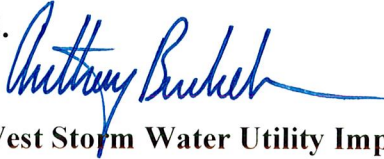
**Douglas Avenue – OMG Ditch Project**

- Design ongoing. Will be sending out letters to additional property owners to the North for buy in on project for DNR application.

## MEMORANDUM

**DATE:** Monday, November 16, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.  
Utility Director 

**RE:** Wind Dale & Wind Point West Storm Water Utility Improvements –  
Change Order #3

### BACKGROUND INFORMATION

During the Wind Dale portion of the project, the watermain in Acacia Drive was relayed as part of change order #2. The storm sewer installation as part of the project did not leave a lot of pavement left that was usable on Acacia so it was entirely replaced. On Tanglewood Avenue only the edges of the road needed to be replaced. It was determined that milling the areas on Tanglewood Avenue would produce a better final product. A portion of Change Order #3 is for milling of Tanglewood Avenue and a small portion of Acacia to the East of the storm sewer extension. This milling was priced out at \$11,483.04.

On the Storm Tile lining portion of the project, the tile was actually a 12" diameter instead of 10" diameter. The additional cost for this change is \$2,318.80.

Over on the Wind Point West project portion there was a sanitary sewer lateral that was required to be relayed. The additional cost for this change is \$3,782.15.

The cost of Change Order #3 is \$17,583.99 or 1.12% of the original contract. The total cost of change orders to date for this project is \$171,766.29. The original contract for this project was \$1,566,307.81. The percentage change for all change orders so far for the project is 10.96%.

It is recommended that Change Order #3 be approved.

### RECOMMENDATION

**Move to approve Change Order #3 for the Wind Dale & Wind Point West Storm Water Utility Improvements Project.**

CONTINUATION SHEET

AIA Document G702, Application and Certificate For Payment, containing Contractor's signed Certification is attached.

Application No.: 5
Invoice No.: 20EWD1-05
Invoice Date: 10.20.2020

Project Name: Wind Dale & Wind Point West Storm Water

From: 9.21.2020


To: 10.20.2020

Table with columns: ITEM NUMBER, DESCRIPTION OF WORK, BID QUANTITY, UNIT, UNIT PRICE, SCHEDULED VALUE, WORK COMPLETED (D+E+F) OF PREVIOUS APPLICATION, QUANTITY THIS PERIOD, TOTAL QUANTITY COMPLETE (D+E+F), AMOUNT THIS PERIOD (E+F)\*C, TOTAL AMOUNT COMPLETED AND STORED TO DATE (G\*C), BALANCE TO FINISH (C-I), % COMPLETE (I/C). Rows include SITE 1 and SITE 2 items like Mobilization/Demobilization, Traffic Control, Clearing and Grubbing, etc.

## MEMORANDUM

**DATE:** Monday, November 23, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.  
Utility Director 

**RE:** South Lane Sanitary Sewer Relay – Change Order #1

### BACKGROUND INFORMATION

During the South Lane Sanitary Sewer Relay Project, it was determined that the proposed sanitary sewer manhole that connected the South Lane Sanitary Sewer to the Interceptor Sewer should not be dog housed, but cut into the main. This required that some of the Hobas Pipe be replaced and that the Interceptor be bypassed. To aid in the bypassing, the Utility utilized the Hoods Creek Attenuation Basin to reduce flow.

Change Order #1 accounts for this change. The cost for this Change Order is \$18,040.00.

The original contract for this project was \$690,585.24. The percentage change for this change order is 2.61%.

It is recommended that Change Order #1 be approved.

### RECOMMENDATION

**Move to approve Change Order #1 in the amount of \$18,040.00 for the South Lane Sanitary Sewer Relay.**



**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 690,585.24

[Increase] [~~Decrease~~] from previously approved  
Change Orders No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 690,585.24

[Increase] [~~Decrease~~] of this Change Order:

\$ 18,040.00

Contract Price incorporating this Change Order:

\$ 708,625.24

Original Contract Times:  Working Days  Calendar Days

Substantial Completion (days or date): September 15, 2020

Ready for Final Payment (days or date): October 15, 2020

[Increase] [~~Decrease~~] from previously approved Change Orders No.  
N/A:

Substantial Completion (days): September 15, 2020

Ready for Final Payment (days): October 15, 2020

Contract Times prior to this Change Order:

Substantial Completion (days or date): September 15, 2020

Ready for Final Payment (days or date): October 15, 2020

[Increase] [~~Decrease~~] of this Change Order:

Substantial Completion (days or date): September 15, 2020

Ready for Final Payment (days or date): October 15, 2020

Contract Times with all approved Change Orders:

Substantial Completion (days or date): September 15, 2020

Ready for Final Payment (days or date): October 15, 2020

RECOMMENDED:

By: *John P. Z...*  
Engineer (Authorized Signature)

Date: 11/23/2020

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute

CHANGE ORDER  
00 63 62 - 2



CCO-01A

28815 Bushnell Road  
 Burlington, WI 53105  
 P: 262.539.2124  
 F: 262.539.2665  
 estimating@reesmans.com  
 www.reesmans.com

**CHANGE ORDER**

Date: 6.3.2020	Plan Date: NA
Submitted to: Village of Caledonia	Project: South Lane Sanitary Sewer CO #1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
10	36" Stainless Steel Couplings	2.00	EA	\$1,150.00	\$2,300.00
20	36" Hobas Pipe	20.00	LF	\$277.00	\$5,540.00
30	450 Pipe Crew	5.00	HRS	\$1,320.00	\$6,600.00
40	Bypass Pumping	1.00	LS	\$3,600.00	\$3,600.00
CHANGE ORDER TOTAL:					\$18,040.00

NOTE: THIS CHANGE ORDER IS IN ADDITION TO THE VF PRICE FOR 72" POLYMER MH





CCO-01A

28815 Bushnell Road  
 Burlington, WI 53105  
 P: 262.539.2124  
 F: 262.539.2665  
 estimating@reesmans.com  
 www.reesmans.com

**CHANGE ORDER**

Date: 6.3.2020	Plan Date: NA
Submitted to: Village of Caledonia	Project: South Lane Sanitary Sewer CO #1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
10	36" Stainless Steel Couplings	2.00	EA	\$1,150.00	\$2,300.00
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40	Bypass Pumping	1.00	LS	\$3,600.00	\$3,600.00
CHANGE ORDER TOTAL:					\$18,040.00

NOTE: THIS CHANGE ORDER IS IN ADDITION TO THE VF PRICE FOR 72" POLYMER MH

Schedule of Values


COMBINATION SHEET  
 AIA Document G702, Application and Certificate For Payment.  
 containing Contractor's signed Certification is attached.

A		B		C		D		E		F		G		H		I		J		K	
ITEM NUMBER		DESCRIPTION OF WORK		UNIT PRICE		SCHEDULED VALUE		WORK COMPLETED (D+E+F) QUANTITY THIS PERIOD		QUANTITY THIS PERIOD		TOTAL QUANTITY COMPLETE (D+E+F)		AMOUNT THIS PERIOD (E+F)*C		TOTAL AMOUNT COMPLETED AND STORED TO DATE (G+C)		BALANCE TO FINISH (J-I)		% COMPLETE (I/C)	
1		1.00	LS	\$7,000.00	\$7,000.00	1.00	1.00	0.00	0.00	1.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
2		1.00	LS	\$2,750.00	\$2,750.00	1.00	1.00	0.00	0.00	1.00	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
3		1.00	LS	\$12,500.00	\$12,500.00	1.00	1.00	0.00	0.00	1.00	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
4		1,380.00	LF	\$3.40	\$4,692.00	1,378.00	1,378.00	0.00	0.00	1,378.00	\$4,685.20	\$4,685.20	\$6.80	\$6.80	\$6.80	\$6.80	100%				
5		200.00	EA	\$16.50	\$4,290.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$4,290.00	\$4,290.00	\$0.00	\$0.00	0%				
6		1,782.00	LF	\$11.12	\$19,995.84	1,782.00	1,782.00	0.00	0.00	1,782.00	\$19,995.84	\$19,995.84	\$0.00	\$0.00	\$0.00	\$0.00	100%				
7		1,450.00	LF	\$210.00	\$304,500.00	1,280.70	1,280.70	0.00	0.00	1,280.70	\$268,947.00	\$268,947.00	\$35,553.00	\$35,553.00	\$35,553.00	\$35,553.00	88%				
8		44.00	LF	\$110.00	\$4,840.00	254.00	254.00	0.00	0.00	254.00	\$27,940.00	\$27,940.00	\$23,100.00	\$23,100.00	\$23,100.00	\$23,100.00	57%				
9		76.00	VF	\$620.00	\$47,120.00	74.75	74.75	0.00	0.00	74.75	\$46,345.00	\$46,345.00	\$775.00	\$775.00	\$775.00	\$775.00	98%				
10		15.00	VF	\$1,230.00	\$18,450.00	17.00	17.00	0.00	0.00	17.00	\$20,910.00	\$20,910.00	\$2,460.00	\$2,460.00	\$2,460.00	\$2,460.00	113%				
11		1.00	EA	\$2,900.00	\$2,900.00	1.00	1.00	0.00	0.00	1.00	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
12		1.00	EA	\$5,000.00	\$5,000.00	1.00	1.00	0.00	0.00	1.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
13		386.00	LF	\$165.00	\$63,990.00	394.40	394.40	0.00	0.00	394.40	\$65,076.00	\$65,076.00	\$1,385.00	\$1,385.00	\$1,385.00	\$1,385.00	100%				
14		2.00	EA	\$765.00	\$1,530.00	2.00	2.00	0.00	0.00	2.00	\$1,530.00	\$1,530.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
15		6.00	EA	\$800.00	\$4,800.00	7.50	7.50	0.00	0.00	7.50	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	125%				
16		1,258.00	TN	\$25.50	\$32,079.00	800.06	800.06	0.00	0.00	800.06	\$20,401.53	\$20,401.53	\$11,677.47	\$11,677.47	\$11,677.47	\$11,677.47	64%				
17		140.00	TN	\$39.50	\$5,530.00	0.00	0.00	257.65	257.65	257.65	\$10,177.18	\$10,177.18	\$4,647.18	\$4,647.18	\$4,647.18	\$4,647.18	184%				
18		470.00	TN	\$114.00	\$53,980.00	0.00	0.00	470.00	470.00	470.00	\$53,980.00	\$53,980.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
19		240.00	TN	\$92.00	\$22,080.00	0.00	0.00	240.00	240.00	240.00	\$22,080.00	\$22,080.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
20		24.00	TN	\$160.00	\$3,840.00	0.00	0.00	112.80	112.80	112.80	\$18,048.00	\$18,048.00	\$1,008.00	\$1,008.00	\$1,008.00	\$1,008.00	470%				
21		480.00	GAL	\$2.10	\$1,008.00	0.00	0.00	480.00	480.00	480.00	\$1,008.00	\$1,008.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
22		2,000.00	SY	\$10.50	\$21,000.00	0.00	0.00	1400.00	1400.00	1400.00	\$14,700.00	\$14,700.00	\$6,300.00	\$6,300.00	\$6,300.00	\$6,300.00	70%				
23		11.00	TN	\$100.00	\$1,100.00	70.00	70.00	0.00	0.00	70.00	\$7,000.00	\$7,000.00	\$5,900.00	\$5,900.00	\$5,900.00	\$5,900.00	636%				
24		44.00	SY	\$14.50	\$638.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$638.00	\$638.00	\$638.00	\$638.00	0%				
25		75.00	LF	\$10.00	\$750.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%				
26		24.00	LF	\$160.00	\$3,840.00	73.00	73.00	0.00	0.00	73.00	\$11,680.00	\$11,680.00	\$7,840.00	\$7,840.00	\$7,840.00	\$7,840.00	304%				
9-1		76.00	VF	\$639.40	\$48,594.40	74.75	74.75	0.00	0.00	74.75	\$47,795.15	\$47,795.15	\$799.25	\$799.25	\$799.25	\$799.25	98%				
10-1		15.00	VF	\$699.20	\$10,488.00	17.00	17.00	0.00	0.00	17.00	\$11,866.40	\$11,866.40	\$1,386.40	\$1,386.40	\$1,386.40	\$1,386.40	113%				
				BASE CONTRACT TOTALS		\$690,585.24		\$119,593.18		\$691,935.30		-\$1,350.05		\$0.00		\$0.00		100%			
				CHANGE ORDERS:																	
		1.00	LS	\$18,040.00	\$18,040.00	1.00	1.00	0.00	0.00	1.00	\$18,040.00	\$18,040.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		7.00	EA	\$950.00	\$6,650.00	7.00	7.00	0.00	0.00	7.00	\$6,650.00	\$6,650.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		7.00	EA	\$1,975.00	\$13,825.00	7.00	7.00	0.00	0.00	7.00	\$13,825.00	\$13,825.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		14.00	EA	\$575.00	\$8,050.00	14.00	14.00	0.00	0.00	14.00	\$8,050.00	\$8,050.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		5.00	EA	\$975.00	\$4,875.00	5.00	5.00	0.00	0.00	5.00	\$4,875.00	\$4,875.00	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		3,750.00	SY	\$4.45	\$16,687.50	3,750.00	3,750.00	0.00	0.00	3,750.00	\$16,687.50	\$16,687.50	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		-470.00	TN	\$114.00	(\$53,560.00)	0.00	0.00	(470.00)	(470.00)	(470.00)	(\$53,560.00)	(\$53,560.00)	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		-240.00	TN	\$82.00	(\$22,080.00)	0.00	0.00	(240.00)	(240.00)	(240.00)	(\$22,080.00)	(\$22,080.00)	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		544.82	TN	\$62.82	\$45,121.99	0.00	0.00	544.82	544.82	544.82	\$45,121.99	\$45,121.99	\$0.00	\$0.00	\$0.00	\$0.00	100%				
		341.81	TN	\$90.57	\$30,957.73	0.00	0.00	341.81	341.81	341.81	\$30,957.73	\$30,957.73	\$0.00	\$0.00	\$0.00	\$0.00	100%				
				CHANGE ORDER TOTALS		\$68,547.22		\$21,982.22		\$66,547.22		\$0.00		\$0.00		\$0.00		100%			
				TOTAL CONTRACT TO DATE		\$759,132.46		\$141,575.40		\$760,482.52		-\$1,350.05		\$0.00		\$0.00		100%			

## MEMORANDUM

**DATE:** Monday, November 23, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.  
Utility Director 

**RE:** South Lane Sanitary Sewer Relay – Change Order #2

### BACKGROUND INFORMATION

During the South Lane Sanitary Sewer Relay Project, it was determined that there shall be cleanouts installed on the sanitary sewer laterals at the Right of Way line. This was an oversight with the final plans. In addition to installing the cleanouts and due to the H2S problem with the main it was decided that the sanitary laterals should be televised to the homes. This would allow the Utility to identify houses with affected laterals. The cost for the cleanouts and televising is \$28,525.00

As part of the original bid package the sanitary sewer trench within the road was to be saw cut and patched. The bid price for the patching was \$75,660.00. As part of a discussion with the contractor it was determined that an alternative for pulverizing the road and repaving the entire thing. The cost for pulverizing and repaving (including manhole adjustments) came out to be \$97,642.22. This turns out to be a difference of \$21,982.22. It was determined that the entire road being repaved out provide a better final product for little additional cost. At the same time, the difference in asphalt (\$17,107.22) is projected to be charged back to the Village.

The cost for this Change Order is \$50,507.22. The cost for all Change Orders to date is \$68,547.22.

The original contract for this project was \$690,585.24. The percentage of this Change Order is 7.31%. The percentage of all Change Orders to date is 9.92%.

It is recommended that Change Order #2 be approved.

### RECOMMENDATION

**Move to approve Change Order #2 in the amount of \$50,507.22 for the South Lane Sanitary Sewer Relay.**

SECTION 00 63 62  
CHANGE ORDER

No. 2

Date of Issuance: November 23, 2020

Effective Date: November 23, 2020

Owner: Village of Caledonia Utility District

Project: South Lane Sanitary Sewer Replacement	Owner's Contract No.: 19C030.09
Contractor: The Reesman Company	Date of Contract: 4/20/2020
Engineer: Foth Infrastructure & Environment, LLC	Engineer's Project No.: 19C030.09

**The Contract Documents are modified as follows upon execution of this Change Order:**

Item No.	Description	Cost
CCO # 2	<b>PULVERIZE AND OVERLAY ENTIRE ROADWAY &amp; ADD SANITARY SEWER CLEANOUTS TO EACH LATERAL AND TELEWISE</b>	
	Binder Asphalt (Grade 3 LT) (544.82 TON @ \$82.82/TON)	\$45,121.99
	Surface Asphalt (Grade 5LT) (341.81 TON @ \$90.57/TON)	\$30,957.73
	Binder Asphalt CREDIT (-470 TON @ \$114.00/TON)	(\$53,580.00)
	Surface Asphalt CREDIT (-240 TON @ \$92.00/TON)	(\$22,080.00)
	Pulverize Existing Roadway (3,750 S.Y. @ \$4.45/S.Y.)	\$16,687.50
	Manhole Adjustment for Paving (5.0 ea. @ \$975.00/ea.)	\$4,875.00
	Install Cleanout (New Excavation) (7.0 ea. @ \$950.00/ea.)	\$6,650.00
	Install Cleanout (Rework) (7.0 ea. @ \$1,975.00/ea.)	\$13,825.00
	Telewise Sanitary Lateral (14.0 ea. @ \$575.00/ea.)	\$8,050.00
	<b>Grand Total =</b>	<b>\$50,507.22</b>

**Attachments (List Documents Supporting Change)**

CCO-02A	Proposal from contractor dated September 8, 2020

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 690,585.24

[Increase] [~~Decrease~~] from previously approved  
Change Orders No. 1:

\$ 18,040.00

Contract Price prior to this Change Order:

\$ 708,625.24

[Increase] [~~Decrease~~] of this Change Order:

\$ 50,507.22

Contract Price incorporating this Change Order:

\$ 759,132.46

Original Contract Times:  Working Days  Calendar Days

Substantial Completion (days or date): September 15, 2020

Ready for Final Payment (days or date): October 15, 2020

[Increase] [~~Decrease~~] from previously approved Change Orders No.  
1:

Substantial Completion (days): September 15, 2020

Ready for Final Payment (days): October 15, 2020

Contract Times prior to this Change Order:

Substantial Completion (days or date): September 15, 2020

Ready for Final Payment (days or date): October 15, 2020

[Increase] [~~Decrease~~] of this Change Order:

Substantial Completion (days or date): October 6, 2020

Ready for Final Payment (days or date): November 6, 2020

Contract Times with all approved Change Orders:

Substantial Completion (days or date): October 6, 2020

Ready for Final Payment (days or date): November 6, 2020

RECOMMENDED:

By: *John F. B.*  
Engineer (Authorized Signature)

Date: 11/23/2020

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

CCO-02A

# CHANGE ORDER



## Reesman's Excavating & Grading, Inc.

28815 Bushnell Road

Burlington, WI 53105

Phone: 262.539.2124

Fax: 262.539.2665

Quote To: Village of Caledonia  
Attn: Utility District


Job Name: South Lane (Cleanouts)  
Date of Plans: NA  
Date of Proposal: 9.8.2020  
Proposal Number: 20-167

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Cleanout Installation (new excavation)	6.00	EA	950.00	5,700.00
20	Cleanout Installation (Previous Excavation)	8.00	EA	1,975.00	15,800.00
30	Telivise Sanitary Lateral	14.00	EA	575.00	8,050.00
<b>GRAND TOTAL</b>					<b>\$29,550.00</b>

## MEMORANDUM

**DATE:** Monday, November 23, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.  
Utility Director 

**RE:** Lighthouse Drive Lift Station – Change Order #1

### BACKGROUND INFORMATION

Change Order #1 for the Lighthouse Drive Lift Station Project is for reducing the contract for the \$15,000.00 Utility Allowance. The Utility Allowance was not used by the Contractor. See the attached Contractors Application for the quantities.

The cost for this change order on this project is \$15,000.00. The original contract for this project was \$191,786.00. The percentage change for this change order is 7.82%.

It is recommended that Change Order #1 be approved.

### RECOMMENDATION

**Move to approve Change Order #1 in the amount of \$15,000.00 for the Lighthouse Drive Lift Station.**





**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 191,786.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 191,786.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 15,000.00

Contract Price incorporating this Change Order:

\$ 176,786.00

Original Contract Times:  Working Days  Calendar Days

Substantial Completion (days or date): June 11, 2020

Ready for Final Payment (days or date): September 3, 2020

[Increase] [~~Decrease~~] from previously approved Change Orders No. N/A:

Substantial Completion (days): June 11, 2020

Ready for Final Payment (days): September 3, 2020

Contract Times prior to this Change Order:

Substantial Completion (days or date): June 11, 2020

Ready for Final Payment (days or date): September 3, 2020

[Increase] [~~Decrease~~] of this Change Order:

Substantial Completion (days or date): June 11, 2020

Ready for Final Payment (days or date): September 3, 2020

Contract Times with all approved Change Orders:

Substantial Completion (days or date): June 11, 2020

Ready for Final Payment (days or date): September 3, 2020

RECOMMENDED:

By: *John Lee*  
Engineer (Authorized Signature)

Date: 11/23/2020

By: \_\_\_\_\_

Approved by Funding Agency (if applicable)

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)


Date: \_\_\_\_\_



## MEMORANDUM

**DATE:** Friday, November 20, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.   
Utility Director

**RE:** Rebid of DeBack Industrial Phase 3 Improvements–Change Order #3

### BACKGROUND INFORMATION

As part of the Rebid of DeBack Industrial Phase 3 Improvements Project additional work was added to the contract for Pressure Testing the watermain on Road B. This was done with this contract because the developer installed watermain was installed prior to the watermain on 4 Mile Road. There was a hydrant leak that was repaired on Road B and there was an additional watermain leak off that was repaired as part of this work.

The cost for this work in Change Order #3 is \$8,642.92.

The cost of all change orders to date for this project are \$45,519.70. The original contract for this project was \$5,492,315.00. The percentage change for all change orders to date is 0.08%.

It is recommended that Change Order #3 be approved.

### RECOMMENDATION

**Move to approve Change Order #3 in the amount of \$8,624.92 for the Rebid of DeBack Industrial Park Phase 3 Improvements Project.**



**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 5,492,315.00

[Increase] [~~Decrease~~] from previously approved  
Change Orders No. 1-2 :

\$ 36,876.78

Contract Price prior to this Change Order:

\$ 5,529,191.78

[Increase] [~~Decrease~~] of this Change Order:

\$ 8,642.92

Contract Price incorporating this Change Order:

\$ 5,537,834.70

Original Contract Times:  Working Days  Calendar Days

Substantial Completion (days or date): June 28, 2019

Ready for Final Payment (days or date): July 26, 2019

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1-2:

Substantial Completion (days): June 28, 2019

Ready for Final Payment (days): July 26, 2019

Contract Times prior to this Change Order:

Substantial Completion (days or date): June 28, 2019

Ready for Final Payment (days or date): July 26, 2019

[Increase] [~~Decrease~~] of this Change Order:

Substantial Completion (days or date): June 28, 2019

Ready for Final Payment (days or date): July 26, 2019

Contract Times with all approved Change Orders:

Substantial Completion (days or date): June 28, 2019

Ready for Final Payment (days or date): July 26, 2019

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 11/20/2020

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute

CHANGE ORDER

00 63 62 - 2





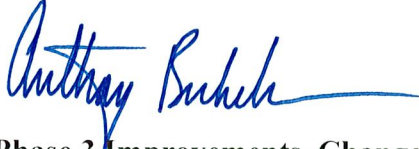




## MEMORANDUM

**DATE:** Friday, November 20, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.   
Utility Director

**RE:** Rebid of DeBack Industrial Phase 3 Improvements–Change Order #4

### BACKGROUND INFORMATION

Change Order #4 for the Rebid of DeBack Industrial Phase 3 Project is for adjusting miscellaneous quantities to match what was installed/used on the project. The adjustment of 38 Bid items on the project and accounting all the plusses and minuses result in a final Change Order of -\$54,347.35. See the attached Contractors Application for all adjusted quantities.

The cost of all change orders to date for this project are -\$8,827.65. The original contract for this project was \$5,492,315.00. The percentage change for all change orders is 0.016%.

It is recommended that Change Order #4 be approved.

### RECOMMENDATION

**Move to approve Change Order #4 in the amount of -\$54,347.35 for the Rebid of DeBack Industrial Park Phase 3 Improvements Project.**



**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times:  Working Days  Calendar Days

\$ 5,492,315.00

Substantial Completion (days or date): June 28, 2019

Ready for Final Payment (days or date): July 26, 2019

[Increase] [~~Decrease~~] from previously approved  
Change Orders No. 1-3 :

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1-3:

\$ 45,519.70

Substantial Completion (days): June 28, 2019

Ready for Final Payment (days): July 26, 2019

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 5,537,834.70

Substantial Completion (days or date): June 28, 2019

Ready for Final Payment (days or date): July 26, 2019

[~~Increase~~] [Decrease] of this Change Order:

[Increase] [~~Decrease~~] of this Change Order:

\$ 54,347.35

Substantial Completion (days or date): December 31, 2019

Ready for Final Payment (days or date): June 30, 2020

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 5,483,487.35

Substantial Completion (days or date): December 31, 2019

Ready for Final Payment (days or date): June 30, 2020

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Joh L...  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: 11/20/2020

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

**Unit Price Progress Estimate**

**Contractor's Application for Payment**

For (contract):		Rebid of DeBack Industrial Park Phase 3 Improvements		Application Number: 8																
Application Period:		Final Payment		Application Date: June 30, 2020																
A		B		C		D		E		F		G		H		I		J		
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Previous Applications		Quantity Completed This Application		Materials Stored		Total Completed & Stored to Date (C+E+G)		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	% Comp.
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount									
1	MOBILIZATION / DEMOBILIZATION	1.00	350,000.00	1.00	350,000.00							1.00	350,000.00							100.0%
2	TRAFFIC CONTROL	1.00	50,000.00	1.00	50,000.00							1.00	50,000.00							100.0%
3	CLEARING & GRUBBING	1.00	1.00	1.00	1.00							1.00	1.00							100.0%
4	TREE RMVL	187.00	25.00	380.50	9,512.50							380.50	9,512.50							203.5%
5	RMV & REPL. SIGNING	1.00	5,000.00	1.00	5,000.00							1.00	5,000.00							100.0%
6	RMV & REPL. POSTAL BOXES	1.00	6,000.00	1.00	6,000.00							1.00	6,000.00							100.0%
7	STRIPPING & STOCKPILING TOPSOIL	1.00	100,000.00	1.00	100,000.00							1.00	100,000.00							100.0%
8	SILT FENCE	13,700.00	2.00	14054.00	28,108.00							14054.00	28,108.00							102.6%
10	INLET PROTECTION	10.00	100.00	4.00	400.00							4.00	400.00							40.0%
11	SAWCUT PVMT, FULL DEPTH	3,400.00	2.00	2973.50	5,947.00							264.00	528.00							95.2%
12	COMMON EXCAV	350.00	30.00	44.50	1,335.00							44.50	1,335.00							12.7%
13	8" PVC SDR 26 GRAVITY SAN (GRAN BF)	227.00	500.00	186.00	93,000.00							186.00	93,000.00							81.9%
14	8" PVC SDR 26 GRAVITY SAN (SPOIL BF)	1,915.00	300.00	1956.80	587,040.00							1956.80	587,040.00							102.2%
16	12" PVC SDR 26 GRAVITY SAN (SPOIL BF)	1,077.00	250.00	1085.70	271,425.00							1085.70	271,425.00							100.8%
17	30" FRPMP GRAVITY SAN (GRAN BF)	93.00	800.00	129.00	103,200.00							129.00	103,200.00							138.7%
18	30" FRPMP GRAVITY SAN (SPOIL BF)	3,637.00	420.00	3593.40	1,509,228.00							3593.40	1,509,228.00							98.8%
19	30" FRPMP GRAVITY SAN (BORROW BF)	144.00	520.00	97.00	50,440.00							97.00	50,440.00							67.4%
20	48" SAN MH	176.00	500.00	199.08	99,540.00							199.08	99,540.00							113.1%
21	60" SAN MH	150.00	700.00	126.34	88,438.00							126.34	88,438.00							84.2%
22	72" SAN MH	95.00	800.00	98.10	78,480.00							98.10	78,480.00							103.3%
22A	72" SAN MH35-51 RISER ADDITION	1.00	5,200.78	1.00	5,200.78							1.00	5,200.78							100.0%
23	CONNECT TO EXIST SAN	2.00	2,000.00	2.00	4,000.00							2.00	4,000.00							100.0%
24	6" PVC SAN LAT	967.00	290.00	998.50	289,565.00							998.50	289,565.00							103.3%
25	6" PVC SAN LAT RISER	153.00	290.00	149.50	43,355.00							149.50	43,355.00							97.7%
26	8" PVC SAN LAT	29.00	500.00	29.00	14,500.00							29.00	14,500.00							100.0%
28	12" PVC WM (SPOIL BF)	153.00	170.00	155.80	26,486.00							155.80	26,486.00							101.8%
29	12" PVC WM (BORROW BF)	43.00	200.00	72.00	14,400.00							72.00	14,400.00							167.4%
	<b>SUBTOTAL</b>				<b>3,834,601.28</b>								<b>528.00</b>							<b>3,835,129.28</b>

**Unit Price Progress Estimate**

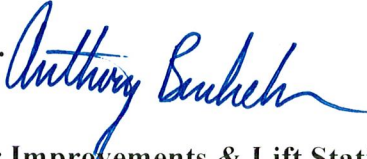
**Contractor's Application for Payment**

For (contract):		Rebid of DeBack Industrial Park Phase 3 Improvements		Application Number: 8																
Application Period:		Final Payment		Application Date: June 30, 2020																
A		B		C		D		E		F		G		H		I		J		
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Previous Applications		Quantity Completed This Application		Materials Stored		Total Completed & Stored to Date (C+E+G)		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	% Comp.
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount									
30	16" PVC WM (SLURRY BF)	66.00	300.00	30.00	9,000.00							30.00	9,000.00							45.5%
31	16" PVC WM (GRAN BF)	231.00	210.00	277.00	58,170.00							277.00	58,170.00							119.9%
32	16" PVC WM (SPOIL BF)	3,121.00	160.00	3334.00	533,440.00							3334.00	533,440.00							106.8%
33	16" PVC WM (BORROW BF)	590.00	190.00	342.50	65,075.00							342.50	65,075.00							58.1%
34	16" PVC WM (MANDATORY TRENCHLESS)	848.00	210.00	840.00	176,400.00							840.00	176,400.00							99.1%
35	12" BUTTERFLY VALVE	4.00	3,000.00	4.00	12,000.00							4.00	12,000.00							100.0%
36	16" BUTTERFLY VALVE	9.00	4,000.00	8.00	32,000.00							8.00	32,000.00							88.9%
37	HYD ASSEMBLY	10.00	7000.00	9.00	63,000.00							9.00	63,000.00							90.0%
38	6" HYD LEAD	152.00	125.00	108.30	13,537.50							108.30	13,537.50							71.3%
39	HDPE WAT SERV (1-1/4") - OPEN CUT	274.00	120.00	363.50	43,620.00							363.50	43,620.00							132.7%
41	1-1/4" WAT SERV FITTINGS	15.00	900.00	15.00	13,500.00							15.00	13,500.00							100.0%
42	CONNECT TO EXIST WM	2.00	8,900.00	2.00	17,800.00							2.00	17,800.00							100.0%
46	SALV & REINSTALL 42" RCP CULV & END SECTION	2.00	4,000.00	1.00	4,000.00							1.00	4,000.00							50.0%
47	SALV & REINSTALL 30" RCP CULV & END SECTION	2.00	2,000.00	1.00	2,000.00							1.00	2,000.00							50.0%
50	1-1/4" DENSE GRADED BASE (HMA BASE)	1,760.00	25.00	1688.75	42,218.75							1688.75	42,218.75							96.0%
50A	#2 STONE (HMA BASE & UNDERCUTS)		25.00	1447.78	36,194.50							1447.78	36,194.50							
51	3/4" DENSE GRADED BASE (DRIVEWAY & SHOULDER...)	70.00	75.00	391.81	29,385.75							391.81	29,385.75							559.7%
52	30" CONC VERT FACE CURB & GUTTER	65.00	70.00	13.50	945.00							13.50	945.00							20.8%
53	36" CONC CURB & GUTTER, 6" SLOPED TYPE D	75.00	70.00	68.00	4,760.00							68.00	4,760.00							90.7%
54	HMA BINDER COURSE	670.00	130.00	625.81	81,355.30							625.81	81,355.30							93.4%
55	HMA SURFACE COURSE	260.00	125.00	419.49	52,436.25							419.49	52,436.25							161.3%
56	ASPH MILLING - 2"	300.00	15.00	436.94	6,554.10							436.94	6,554.10							145.6%
57	BITUMINOUS TACK COAT	253.00	3.00	375.00	1,125.00							375.00	1,125.00							148.2%
60	TOPSOIL, SEED, FERT & EROSION MAT	54,000	5.00	59454.85	297,274.25							2449.55	12,247.75							114.6%
64	DRY HYDRANT CHANGE ORDER	1.00	31,676.00	1.00	31,676.00							1.00	8,642.92							100.0%
65	ROAD B WM REPAIR & DRAINAGE SWALE	1.00	8,642.92	1.00	8,642.92							1.00	8,642.92							100.0%
TOTAL					5,462,068.68		21,418.67		5,483,487.35											

## MEMORANDUM

**DATE:** Friday, November 20, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.   
Utility Director

**RE:** Caddy Vista Sanitary Sewer Improvements & Lift Station  
Replacement – Change Order #4

### BACKGROUND INFORMATION

During the Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement Project the cathodic protection box was mounted at grade level with the asphalt. The door on the box was difficult to open because the door scraped the asphalt. There was also evidence of water in the box which would present an issue in winter. The box needed to be raised to prevent these issues.

Change Order #4 accounts for raising the cathodic protection box. The cost for this change order is \$611.00.

The cost of all change orders to date for this project are -\$19,990.80. The original contract for this project was \$3,957,995.00. The percentage change for all change orders to date is 0.50%.

It is recommended that Change Order #4 be approved.

### RECOMMENDATION

**Move to approve Change Order #4 in the amount of \$611.00 for the Caddy Vista Sanitary Sewer Improvement & Lift Station Replacement.**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,957,995.00

[Increase] [Decrease] from previously approved  
Change Orders No. 1-3:

\$ 20,601.80

Contract Price prior to this Change Order:

\$ 3,937,393.20

[Increase] [~~Decrease~~] of this Change Order:

\$ 611.00

Contract Price incorporating this Change Order:

\$ 3,938,004.20

Original Contract Times:  Working Days  Calendar Days

Substantial Completion (days or date): June 14, 2019

Ready for Final Payment (days or date): July 12, 2019

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1-3:

Substantial Completion (days): June 14, 2019

Ready for Final Payment (days): July 12, 2019

Contract Times prior to this Change Order:

Substantial Completion (days or date): June 14, 2019

Ready for Final Payment (days or date): July 12, 2019

[Increase] [~~Decrease~~] of this Change Order:

Substantial Completion (days or date): June 14, 2019

Ready for Final Payment (days or date): July 12, 2019

Contract Times with all approved Change Orders:

Substantial Completion (days or date): June 14, 2019

Ready for Final Payment (days or date): July 12, 2019

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 11/20/2020

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

EJCDC C-941 Change Order

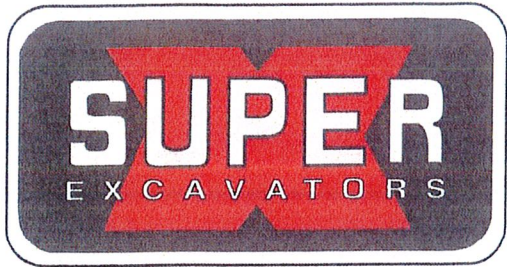
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute

CHANGE ORDER

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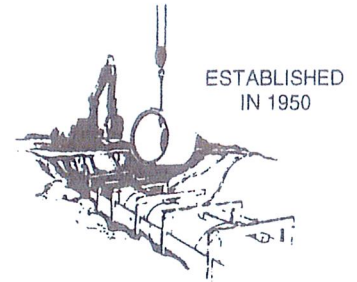




AN EQUAL OPPORTUNITY EMPLOYER

CC05-A

SUPER EXCAVATORS, INC.



September 30, 2020

TO: John Laning  
Foth

RE: Caddy Vista Lift Station Change Order Request #4

We are submitting this change order request to amend our contract value to include additional items of work requested by the owner for raising of the cathodic protection control panel.

The costs are summarized below:

Subcontractor Cost:	\$582.00
Prime Contractor Fee:	\$29.00
<b>Total Cost:</b>	<b>\$611.00</b>


Please contact me with any questions at (414) 791-6967.

Adam Schultz  
Project Manager  
(414) 791-6967

## MEMORANDUM

**DATE:** Friday, November 20, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.   
Utility Director

**RE:** Caddy Vista Sanitary Sewer Improvements & Lift Station  
Replacement – Change Order #5

### BACKGROUND INFORMATION

Change Order #5 for the Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement Project is for adjusting miscellaneous quantities to match what was installed/used on the project. The adjustment of 38 Bid items on the project and accounting all the plusses and minuses result in a final Change Order of \$28,158.53. See the attached Contractors Application for all adjusted quantities.

The cost of all change orders to date for this project are -\$8,167.73. The original contract for this project was \$3,957,995.00. The percentage change for all change orders is 0.02%.

It is recommended that Change Order #5 be approved.

### RECOMMENDATION

**Move to approve Change Order #5 in the amount of \$28,158.53 for the Caddy Vista Sanitary Sewer Improvement & Lift Station Replacement.**



**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,957,995.00

[Increase] [Decrease] from previously approved  
Change Orders No. 1-4 :

\$ 19,990.80

Contract Price prior to this Change Order:

\$ 3,938,004.20

[Increase] [Decrease] of this Change Order:

\$ 28,158.53

Contract Price incorporating this Change Order:

\$ 3,966,162.73

Original Contract Times:  Working Days  Calendar Days

Substantial Completion (days or date): June 14, 2019

Ready for Final Payment (days or date): July 12, 2019

[Increase] [Decrease] from previously approved Change Orders No. 1-4:

Substantial Completion (days): June 14, 2019

Ready for Final Payment (days): July 12, 2019

Contract Times prior to this Change Order:

Substantial Completion (days or date): June 14, 2019

Ready for Final Payment (days or date): July 12, 2019

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date): August 31, 2020

Ready for Final Payment (days or date): September 30, 2020

Contract Times with all approved Change Orders:

Substantial Completion (days or date): August 31, 2020

Ready for Final Payment (days or date): September 30, 2020

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 11/20/2020

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute

CHANGE ORDER

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### Progress Estimate - Unit Price Work

### Contractor's Application

From (Contractor): Super Excavators, Inc.		For (Contract): Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement		Application Number: 10 (Final)						
Application Period: June 20, 2020 to September 30, 2020		Application Date: 30-Sep-20								
Bid Item No.	Description	Contract Information			C	D	E	F	Balance to Finish (B - F)	
		Item Quantity	Unit Price	Total Value of Item (\$)						Estimated Quantity Installed
1	Mobilization/Demobilization	1	LS \$192,000.00	\$192,000.00	1	\$192,000.00		\$192,000.00	100.0%	
2	Traffic Control	1	LS \$5,600.00	\$5,600.00	1	\$5,600.00		\$5,600.00	100.0%	
3	Cleaning and Grabbing	1	LS \$210.00	\$210.00	1	\$210.00		\$210.00	100.0%	
4	Tree Removal	253	ID \$35.00	\$8,855.00	452	\$15,820.00		\$15,820.00	178.7%	\$-6,965.00
5	Stripping and Stockpiling Topsoil	1	LS \$39,800.00	\$39,800.00	1	\$39,800.00		\$39,800.00	100.0%	
6	Remove and Replace Postal Boxes	1	LS \$5,500.00	\$5,500.00	1	\$5,500.00		\$5,500.00	100.0%	
7	Trackout Control Pad	1	EA \$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%	
8	Silt Fence	500	LF \$2.00	\$1,000.00	602	\$1,204.00		\$1,204.00	120.4%	\$-204.00
9	Silt Sock	310	LF \$4.00	\$1,240.00						\$1,240.00
10	Rock Filled Filter Bag	300	EA \$16.00	\$4,800.00	135	\$2,160.00		\$2,160.00	45.0%	\$2,640.00
11	Inlet Protection	2	EA \$552.00	\$1,104.00	2	\$1,104.00		\$1,104.00	100.0%	
12	Sewer Pavement, Full Depth	2,661	LF \$2.00	\$5,322.00	2,550	\$5,100.00		\$5,100.00	95.8%	\$222.00
13	Common Excavation	850	CY \$17.50	\$14,875.00	2,994	\$52,395.00		\$52,395.00	352.2%	\$-37,520.00
14	12-inch PVC SDR 35 Gravity Sanitary Sewer (Granular Backfill)	416	LF \$500.00	\$208,000.00	416	\$208,000.00		\$208,000.00	100.0%	
15	12-inch PVC SDR 35 Gravity Sanitary Sewer (Spoil Backfill)	292	LF \$97.00	\$28,324.00	292	\$28,324.00		\$28,324.00	100.0%	
16	12-inch Mandatory Trenchless Gravity Sanitary Sewer		LF \$1,170.00							
17	8-inch PVC SDR 35 Gravity Sanitary Sewer (Granular Backfill)	1,530	LF \$310.00	\$474,300.00	1,510	\$468,100.00		\$468,100.00	98.7%	\$6,200.00
18	Sanitary Manhole, 48-Inch Diameter	109	VF \$370.00	\$40,330.00	112	\$41,440.00		\$41,440.00	102.8%	\$-1,110.00
19	Sanitary Manhole, 48-Inch Diameter with Outside Drop	85	VF \$726.00	\$61,710.00	87	\$63,162.00		\$63,162.00	102.4%	\$-1,452.00
20	Sanitary Manhole, 48-Inch Diameter MH 3-76		VF \$740.00							
21	Connect to Existing Sanitary Sewer Main	5	EA \$1,750.00	\$8,750.00	6	\$10,500.00		\$10,500.00	120.0%	\$-1,750.00
22	6-inch PVC Sanitary Sewer Lateral	1,241	LF \$120.00	\$148,920.00	1,142	\$137,040.00		\$137,040.00	92.0%	\$11,880.00
23	6-inch PVC Sanitary Sewer Lateral Riser	323	VF \$815.00	\$263,245.00	397	\$323,555.00		\$323,555.00	122.9%	\$-60,310.00
24	Sanitary Sewer lateral Pothole/Investigation	1	EA \$550.00	\$550.00	1	\$550.00		\$550.00	100.0%	
25	Reconnect Sanitary Sewer Service to Existing Main	5	EA \$6,710.00	\$33,550.00	7	\$46,970.00		\$46,970.00	140.0%	\$-13,420.00
26	Abandon Existing 48-Inch Diameter Manhole In-Place	11	EA \$1,800.00	\$19,800.00	11	\$19,800.00		\$19,800.00	100.0%	
27	6-inch PVC Water Main (Granular Backfill)	676	LF \$154.00	\$104,104.00	380	\$58,520.00		\$58,520.00	56.2%	\$45,584.00
28	6-inch PVC Water Main (Spoil Backfill)	837	LF \$70.00	\$58,590.00	1,026	\$71,820.00		\$71,820.00	122.6%	\$-13,230.00
29	6-inch Gate Valve	1	EA \$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
30	Hydrant Assembly	4	EA \$5,000.00	\$20,000.00	4	\$20,000.00		\$20,000.00	100.0%	
31	6-inch Hydrant Lead	34	LF \$250.00	\$8,500.00	34	\$8,500.00		\$8,500.00	100.0%	
32	HDPE Water Service (1 1/4")	1,259	LF \$120.00	\$151,080.00	820	\$98,400.00		\$98,400.00	65.1%	\$52,680.00
33	1 1/4" Water Service Fittings	33	EA \$490.00	\$16,170.00	33	\$16,170.00		\$16,170.00	100.0%	
34	Connect to Existing Water Main	2	EA \$5,000.00	\$10,000.00	2	\$10,000.00		\$10,000.00	100.0%	
35	Polystyrene Insulation 4" W x 4" T	8	LF \$125.00	\$1,000.00	108	\$13,500.00		\$13,500.00	1350.0%	\$-12,500.00
36	Salvage Existing Hydrant	4	EA \$730.00	\$2,920.00	4	\$2,920.00		\$2,920.00	100.0%	
37	Temporary Water Service Repair (Insulation of sewer on Root River Drive)	7	EA \$730.00	\$5,110.00	4	\$4,511.00		\$4,511.00	100.1%	\$-3.00
38	Cleaning and Removing Mineral Deposits	4,508	LF \$1.00	\$4,508.00	4,511	\$4,511.00		\$4,511.00	100.1%	\$-3.00
39	8-Inch CIPP	4,508	LF \$25.00	\$112,700.00	4,511	\$112,775.00		\$112,775.00	100.1%	\$-75.00
40	Re-establish Sanitary Sewer Service	97	EA \$11.00	\$1,067.00	99	\$1,089.00		\$1,089.00	102.1%	\$-22.00
41	Grout Sanitary Sewer Service	73	EA \$305.00	\$22,119.00	58	\$17,574.00		\$17,574.00	79.5%	\$4,545.00

**Progress Estimate - Unit Price Work**

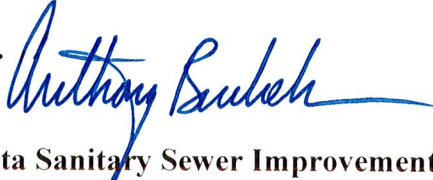
**Contractor's Application**

From (Contractor):		Super Excavators, Inc.		For (Contract):		Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement		Application Number:		10 (Final)			
Application Period:		June 20, 2020 to September 30, 2020		Application Date:		30-Sep-20							
Bid Item No.	Item Description	Contract Information				C	D	E	F		Balance to Finish (B - F)		
		Item Quantity	Units	Unit Price	Total Value of Item (\$)				Total Completed and Stored to Date (D + E)	% (F / B)			
42	Additional Cleaning & Grinding	5	EA	\$550.00	\$2,750.00	10	\$5,500.00		\$5,500.00	200.0%	-\$2,750.00		
43	Final CCTV	6,649	LF	\$1.30	\$8,643.70	5964.6	\$7,753.98		\$7,753.98	89.7%	\$889.72		
44	Additional Chemical Grout	500	GAJ	\$11.00	\$5,500.00	190.1	\$2,091.10		\$2,091.10	38.0%	\$3,408.90		
45	Clean Sanitary Manhole	17	EA	\$50.00	\$850.00	17	\$850.00		\$850.00	100.0%			
46	Manhole Rehab - Grout	17	EA	\$800.00	\$13,600.00	17	\$13,600.00		\$13,600.00	100.0%			
47	Salvage & Reinstall Dual 45" x 29" HERCP Culvert	1	EA	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%			
48	24" RCP Storm Sewer	78	LF	\$140.00	\$10,920.00	78	\$10,920.00		\$10,920.00	100.0%			
49	12" CMP Culvert with End Sections	278	LF	\$84.00	\$23,352.00	342	\$28,728.00		\$28,728.00	123.0%	-\$5,376.00		
50	15" CMP Culvert with End Sections	104	LF	\$95.00	\$9,880.00	130	\$12,350.00		\$12,350.00	125.0%	-\$2,470.00		
51	1 1/4" Dense Graded Base (HMA Base)	4,173	TON	\$27.60	\$115,174.80	4603.7	\$127,062.12		\$127,062.12	110.3%	-\$11,887.32		
52	3/4" Dense Graded Base (Driveway & Shoulder Restoration)	450	TON	\$38.60	\$17,370.00	322.41	\$12,445.03		\$12,445.03	71.6%	\$4,924.97		
53	HMA Binder Course	2,070	TON	\$90.00	\$186,300.00	2309.89	\$207,890.10		\$207,890.10	111.6%	-\$21,590.10		
54	HMA Surface Course	1,090	TON	\$96.00	\$104,640.00	1093.2	\$104,947.20		\$104,947.20	100.3%	-\$307.20		
55	Asphalt Milling - 1 1/2 Inch	7,660	SY	\$2.00	\$15,320.00						\$15,320.00		
56	Bituminous Tack Coat	597	GAJ	\$7.00	\$4,179.00	1150	\$8,050.00		\$8,050.00	192.6%	-\$3,871.00		
57	Bollards	7	EA	\$993.00	\$6,951.00	7	\$6,951.00		\$6,951.00	100.0%			
58	Site Grading	1	LS	\$82,800.00	\$82,800.00	1	\$82,800.00		\$82,800.00	100.0%			
59	Topsoil, Seed, Fertilizer, and Erosion Mat	10,800	SY	\$8.50	\$91,800.00	13373	\$130,670.50		\$130,670.50	142.3%	-\$38,870.50		
10338 Root River Drive Sanitary Sewer Lateral													
60	10338 Root River Drive Asphalt Drive Removal	102	SY	\$15.50	\$1,581.00	102	\$1,581.00		\$1,581.00	100.0%			
61	10338 Root River Drive Pothole Existing Sanitary Lateral	1	EA	\$552.00	\$552.00	1	\$552.00		\$552.00	100.0%			
62	10338 Root River Drive 6-inch PVC Sanitary Sewer Lateral	180	LF	\$111.00	\$19,980.00	180	\$19,980.00		\$19,980.00	100.0%			
63	Salvage & Reinstall Chainlink Fence	20	LF	\$55.00	\$1,100.00	20	\$1,100.00		\$1,100.00	100.0%			
64	Concrete Flatwork	50	SY	\$110.00	\$5,500.00						\$5,500.00		
65	Tree Plantings	1	EA	\$500.00	\$500.00						\$500.00		
66	Landscaping Mulch	5	CY	\$55.00	\$275.00	5	\$275.00		\$275.00	100.0%			
Allowances - Utility Pole Holding													
Allowance - Relocate Gas Main in Duane Court													
Lump Sum Total													
67		1	LS	\$1,020,000.00	\$1,020,000.00	1.00	\$1,020,000.00		\$1,020,000.00	100.0%			
Change Orders													
CO1-1 Future Wet Well Piping													
CO1-2	Booster Pump Controller Change	1	LS	\$3,723.00	\$3,723.00	1	\$3,723.00		\$3,723.00	100.0%			
CO1-3	Relocate LS Yard Light	1	LS	\$4,087.00	\$4,087.00	1	\$4,087.00		\$4,087.00	100.0%			
CO2-1	Junction Box Rack & Installation	1	LS	\$950.00	\$950.00	1	\$950.00		\$950.00	100.0%			
CO3	Remob Culvert/Lift Station	1	LS	\$6,633.70	\$6,633.70	1	\$6,633.70		\$6,633.70	100.0%			
CO4	Raise Cathodic Protection Box	1	LS	\$24,328.00	\$24,328.00	1	\$24,328.00		\$24,328.00	100.0%			
<b>Totals</b>											<b>\$3,966,162.73</b>	<b>100.7%</b>	<b>-\$28,158.53</b>

## MEMORANDUM

**DATE:** Friday, November 20, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.   
Utility Director

**RE:** Final Acceptance Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement Project

### BACKGROUND INFORMATION

Super Excavators, Inc. has submitted the final pay request for the Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement Project. The work started in 2019 and was completed in 2020. This payment is for final adjustment of quantities and retainage.

The Final Lien waivers have been submitted with this pay request.

### RECOMMENDATION

**Move to recommend Final Acceptance of the Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement Project.**



October 27, 2020

Mr. Robert Lui, Manager  
Caledonia Utility District  
333 4 1/2 Mile Road  
Racine, WI 53402

RE: Caddy Vista Sanitary Sewer Improvements and Lift Station Replacement  
PAY ESTIMATE NO. 10 (FINAL)  
Project I.D. 18C030.08

Dear Bob,

Attached, please find Invoice No. 10 (FINAL) for the above referenced project. I recommend processing the pay request as shown.

The total amount recommended for Invoice No. 10 (FINAL) is \$181,325.83

Please let me know if you have any questions or comments.

Sincerely,

Foth Infrastructure & Environment, LLC

A handwritten signature in black ink, appearing to read "John A. Laning".

John A. Laning, PE  
*Construction Manager*

Attachment

cc: File  
Adam Schultz – Super Excavators, Inc.  
Tony Bunkelman – Village of Caledonia  
Andy Schultz – Foth Infrastructure and Environment





**Progress Estimate - Unit Price Work**

**Contractor's Application**

From (Contractor):		Super Excavators, Inc		For (Contract):		Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement		Application Number:		10 (Final)	
Application Period:		June 20, 2020 to September 30, 2020		Application Date:		30-Sep-20		Materials Presently Stored (not in C)		Total Completed and Stored to Date (D + E)	
Bid Item No.	Item	Contract Information			C	D	E	F	Balance to Finish (B - F)		
		Item Quantity	Units	Unit Price						Total Value of Item (\$)	
Description		Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Description		Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	Mobilization/Demobilization	1	LS	\$192,000.00	1	\$192,000.00		\$192,000.00	100.0%		
2	Traffic Control	1	LS	\$5,600.00	1	\$5,600.00		\$5,600.00	100.0%		
3	Cleaning and Grubbing	1	LS	\$2,100.00	1	\$2,100.00		\$2,100.00	100.0%		
4	Tree Removal	253	ID	\$35.00		\$8,855.00		\$15,820.00	178.7%	-\$6,965.00	
5	Stripping and Stockpiling Topsoil	1	LS	\$39,800.00	1	\$39,800.00		\$39,800.00	100.0%		
6	Remove and Replace Postal Boxes	1	LS	\$5,500.00	1	\$5,500.00		\$5,500.00	100.0%		
7	Trackout Control Pad	1	EA	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%		
8	Silt Fence	500	LF	\$2.00	602	\$1,204.00		\$1,204.00	120.4%	-\$204.00	
9	Silt Sock	310	LF	\$4.00		\$1,240.00				\$1,240.00	
10	Rock Filled Filter Bag	300	EA	\$16.00	135	\$2,160.00		\$2,160.00	45.0%		
11	Inlet Protection	2	EA	\$552.00	2	\$1,104.00		\$1,104.00	100.0%		
12	Sawcut Pavement, Full Depth	2,661	LF	\$2.00	2,550	\$5,100.00		\$5,100.00	95.8%	-\$222.00	
13	Common Excavation	850	CY	\$17.50	2,994	\$52,395.00		\$52,395.00	352.2%	-\$37,520.00	
14	12-inch PVC SDR 35 Gravity Sanitary Sewer (Granular Backfill)	416	LF	\$506.00	416	\$208,000.00		\$208,000.00	100.0%		
15	12-inch PVC SDR 35 Gravity Sanitary Sewer (Spoil Backfill)	292	LF	\$97.00	292	\$28,324.00		\$28,324.00	100.0%		
16	12-inch Mandatory Trenchless Gravity Sanitary Sewer		LF	\$1,170.00							
17	8-inch PVC SDR 35 Gravity Sanitary Sewer (Granular Backfill)	1,530	LF	\$310.00	1,510	\$468,100.00		\$468,100.00	98.7%	-\$6,200.00	
18	Sanitary Manhole, 48-Inch Diameter	109	VF	\$70.00	112	\$44,400.00		\$44,400.00	102.8%	-\$1,100.00	
19	Sanitary Manhole, 48-Inch Diameter with Outside Drop	85	VF	\$726.00	87	\$63,162.00		\$63,162.00	102.4%	-\$1,452.00	
20	Sanitary Manhole, 48-Inch Diameter MH 3-76		VF	\$740.00							
21	Connect to Existing Sanitary Sewer Main	5	EA	\$1,750.00	6	\$10,500.00		\$10,500.00	120.0%	-\$1,750.00	
22	6-inch PVC Sanitary Sewer Lateral	1,241	LF	\$120.00	1,142	\$137,040.00		\$137,040.00	92.0%	-\$11,880.00	
23	6-inch PVC Sanitary Sewer Lateral Riser	323	VF	\$815.00	397	\$323,555.00		\$323,555.00	122.9%	-\$60,310.00	
24	Sanitary Sewer lateral Pothole/Investigation	1	EA	\$550.00	1	\$550.00		\$550.00	100.0%		
25	Reconnect Sanitary Sewer Service to Existing Main	5	EA	\$6,710.00	7	\$46,970.00		\$46,970.00	140.0%	-\$13,420.00	
26	Abandon Existing 48-Inch Diameter Manhole In-Place	11	EA	\$1,800.00	11	\$19,800.00		\$19,800.00	100.0%		
27	6-inch PVC Water Main (Granular Backfill)	676	LF	\$154.00	380	\$58,520.00		\$58,520.00	56.2%	-\$45,384.00	
28	6-inch PVC Water Main (Spoil Backfill)	837	LF	\$70.00	1,026	\$71,820.00		\$71,820.00	122.6%	-\$13,230.00	
29	6-inch Gate Valve	1	EA	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%		
30	Hydrant Assembly	4	EA	\$5,000.00	4	\$20,000.00		\$20,000.00	100.0%		
31	6-inch Hydrant Lead	34	LF	\$250.00	34	\$8,500.00		\$8,500.00	100.0%		
32	HDPE Water Service (1 1/4")	1,259	LF	\$120.00	820	\$98,400.00		\$98,400.00	65.1%	-\$52,680.00	
33	1 1/4" Water Service Fittings	33	EA	\$490.00	33	\$16,170.00		\$16,170.00	100.0%		
34	Connect to Existing Water Main	2	EA	\$5,000.00	2	\$10,000.00		\$10,000.00	100.0%		
35	Polystyrene Insulation 4" W x 4" T	8	LF	\$125.00	108	\$13,500.00		\$13,500.00	1350.0%	-\$12,500.00	
36	Salvage Existing Hydrant	4	EA	\$730.00	4	\$2,920.00		\$2,920.00	100.0%		
37	Temporary Water Service Repair (Insulation of sewer on Root River Drive)	7	EA	\$730.00	4	\$2,920.00					
38	Cleaning and Removing Mineral Deposits	4,508	LF	\$1.00	4,511	\$4,508.00		\$4,511.00	100.1%	-\$3.00	
39	8-inch CIPP	4,508	LF	\$25.00	4,511	\$112,775.00		\$112,775.00	100.1%	-\$75.00	
40	Re-establish Sanitary Sewer Service	97	EA	\$11.00	99	\$1,089.00		\$1,089.00	102.1%	-\$22.00	
41	Grout Sanitary Sewer Service	73	EA	\$303.00	58	\$17,574.00		\$17,574.00	79.5%	-\$4,545.00	

**Progress Estimate - Unit Price Work**

**Contractor's Application**

From (Contractor):		Super Excavators, Inc.		For (Contract):		Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement		Application Number: 10 (Final)		
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Bid Item No.	Item Description	Contract Information			C	D	E	F		
		Item Quantity	Unit Price	Total Value of Item (\$)				Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
42	Additional Cleaning & Grinding	5	E/A \$550.00	\$2,750.00	10	\$5,500.00		\$5,500.00	200.0%	-\$2,750.00
43	Final CCTV	6,649	LF \$1.30	\$8,643.70	5964.6	\$7,753.98		\$7,753.98	89.7%	\$889.72
44	Additional Chemical GROUT	500	GAL \$11.00	\$5,500.00	190.1	\$2,091.10		\$2,091.10	38.0%	\$3,408.90
45	Clean Sanitary Manhole	17	EA \$50.00	\$850.00	17	\$850.00		\$850.00	100.0%	
46	Manhole Rehab - GROUT	17	EA \$800.00	\$13,600.00	17	\$13,600.00		\$13,600.00	100.0%	
47	Salvage & Reinstall Dual 45" x 29" HERCP Culvert	1	EA \$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%	
48	24" RCP Storm Sewer	78	LF \$140.00	\$10,920.00	78	\$10,920.00		\$10,920.00	100.0%	
49	12" CMP Culvert with End Sections	278	LF \$84.00	\$23,352.00	342	\$28,728.00		\$28,728.00	123.0%	-\$5,376.00
50	15" CMP Culvert with End Sections	104	LF \$95.00	\$9,880.00	130	\$12,350.00		\$12,350.00	125.0%	-\$2,470.00
51	1 1/4" Dense Graded Base (HMA Base)	4,173	TON \$27.60	\$115,174.80	4603.7	\$127,062.12		\$127,062.12	110.3%	-\$11,887.32
52	3/4" Dense Graded Base (Driveway & Shoulder Restoration)	450	TON \$38.60	\$17,370.00	322.41	\$12,445.03		\$12,445.03	71.6%	\$4,924.97
53	HMA Binder Course	2,070	TON \$90.00	\$186,300.00	2309.89	\$207,890.10		\$207,890.10	111.6%	-\$21,590.10
54	HMA Surface Course	1,090	TON \$96.00	\$104,640.00	1093.2	\$104,947.20		\$104,947.20	100.3%	-\$307.20
55	Asphalt Milling - 1 1/2 Inch	7,660	SY \$2.00	\$15,320.00						
56	Bituminous Tack Coat	597	GAL \$7.00	\$4,179.00	1150	\$8,050.00		\$8,050.00	192.6%	-\$3,871.00
57	Bollards	7	EA \$993.00	\$6,951.00	7	\$6,951.00		\$6,951.00	100.0%	
58	Site Grading	1	LS \$82,800.00	\$82,800.00	1	\$82,800.00		\$82,800.00	100.0%	
59	Topsoil, Seed, Fertilizer, and Erosion Mat	10,800	SY \$8.50	\$91,800.00	13373	\$130,670.50		\$130,670.50	142.3%	-\$38,870.50
10338 Root River Drive Sanitary Sewer Lateral										
60	10338 Root River Drive Asphalt Drive Removal	102	SY \$15.50	\$1,581.00	102	\$1,581.00		\$1,581.00	100.0%	
61	10338 Root River Drive Pothole Existing Sanitary Lateral	1	EA \$552.00	\$552.00	1	\$552.00		\$552.00	100.0%	
62	10338 Root River Drive 6-inch PVC Sanitary Sewer Lateral	180	LF \$111.00	\$19,980.00	180	\$19,980.00		\$19,980.00	100.0%	
63	Salvage & Reinstall Chainlink Fence	20	LF \$55.00	\$1,100.00	20	\$1,100.00		\$1,100.00	100.0%	
64	Concrete Flatwork	50	SY \$110.00	\$5,500.00						\$5,500.00
65	Tree Plantings	1	EA \$500.00	\$500.00						\$500.00
66	Landscaping Mulch	5	CY \$55.00	\$275.00	5	\$275.00		\$275.00	100.0%	
Allowances - Utility Pole Holding										
Allowance - Relocate Gas Main in Duane Court										
Lump Sum Total										
67		1	LS \$1,020,000.00	\$1,020,000.00	1.00	\$1,020,000.00		\$1,020,000.00	100.0%	
Change Orders										
CO1-1	Future Wet Well Piping	1	LS \$3,723.00	\$3,723.00	1	\$3,723.00		\$3,723.00	100.0%	
CO1-2	Booster Pump Controller Change	1	LS \$4,087.00	\$4,087.00	1	\$4,087.00		\$4,087.00	100.0%	
CO1-3	Relocate LS Yard Light	1	LS \$950.00	\$950.00	1	\$950.00		\$950.00	100.0%	
CO2-1	Junction Box Rack & Installation	1	LS \$6,633.70	\$6,633.70	1	\$6,633.70		\$6,633.70	100.0%	
CO3	Remob/Culvert/Lift Station	1	LS \$24,328.00	\$24,328.00	1	\$24,328.00		\$24,328.00	100.0%	
CO4	Raise Cathodic Protection Box	1	LS \$611.00	\$611.00	1	\$611.00		\$611.00	100.0%	
<b>Totals</b>										<b>\$3,966,162.73</b>
										<b>-\$28,158.53</b>

**FINAL WAIVER OF LIEN**

October 1, 2020

**For value received,** I/we \_\_\_\_\_ hereby waive \_\_\_\_\_ all \_\_\_\_\_ rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For: Super Excavators, Inc. (Prime Contractor)

For: Village of Caledonia (Owner)

By: Visu-Sewer, Inc. (Subcontractor)

For: Labor, equipment and materials to install CIPP/Sewer Rehabilitation

Project being situated in Racine County, State of Wisconsin, described as:

**Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement 18C030.08**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including final payment and release of all retention.



Signature: Visu-Sewer, Inc.

10/5/20

Date

# FINAL WAIVER OF LIEN

October 1, 2020

**For value received,** \_\_\_\_\_ I/we \_\_\_\_\_ hereby waive \_\_\_\_\_ all \_\_\_\_\_ rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
For: Super Excavators, Inc. (Prime Contractor)  
For: Village of Caledonia (Owner)  
By: August Winter & Sons, Inc. (Subcontractor)  
For: Labor, equipment and materials to install lift station mechanicals

Project being situated in Racine County, State of Wisconsin, described as:

## **Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement 18C030.08**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including final payment and release of all retention.



Signature: August Winter & Sons, Inc.

10/05/2020

Date

PARTIAL WAIVER OF CONSTRUCTION LIEN

STATE OF Wisconsin  
COUNTY OF Washington

TO WHOM IT MAY CONCERN:

In exchange for value received, in the amount listed below, the undersigned hereby waives partial rights to or claims for a lien on land hereafter described, for any and all work, materials, plans or specifications furnished before the 31<sup>st</sup> day of August 2020, which was the last day of furnishing any labor or materials to which this waiver relates, for the improvement of said lands, said improvements being done for Super Excavators, Inc., by HOGEN ELECTRIC, INC, said lands being situated in Racine County, State of Wisconsin, and further described as follows:

Caddy Vista Sanitary Sewer & Lift Station Replacement

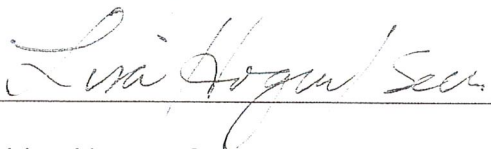
It is expressly stipulated that this waiver applies only to work done or materials, plans or specifications furnished on or before the above-stated last date of furnishing any labor materials to which this waiver relates in the amount listed below, and that the work done or materials furnished by the undersigned for said job on or before said date was electrical

The amount of compensation paid for such work, for which lien is hereby waived, is: Two hundred twenty thousand two hundred seventeen dollars \$ 220,217.00.

The right to assert construction lien claims for work done or materials furnished after said date, or on amounts remaining due, on said job is hereby expressly reserved.

Date of this Waiver: 10/15/2020

Firm Name: Hogen Electric, Inc.

By: 

Lisa Hogen, Secretary

**FINAL WAIVER OF LIEN**

October 1, 2020

**For value received**, I/we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

For: Super Excavators, Inc. (Prime Contractor)

For: Village of Caledonia (Owner)

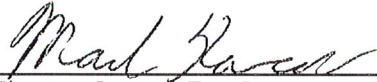
By: Interstate Tree, Inc. (Subcontractor)

For: Labor, equipment and materials to perform tree clearing/grubbing.

Project being situated in Racine County, State of Wisconsin, described as:

**Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement 18C030.08**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including final payment and release of all retention.



Signature: Interstate Tree, Inc.

10-1-2020

Date

# FINAL WAIVER OF LIEN

October 1, 2020

**For value received,** I/we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
For: Super Excavators, Inc. (Prime Contractor)  
For: Village of Caledonia (Owner)  
By: MTEC Environmental, Inc. (Subcontractor)  
For: Labor, equipment and materials to install erosion control/landscape.

Project being situated in Racine County, State of Wisconsin, described as:

**Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement 18C030.08**

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including final payment and release of all retention.



Signature: MTEC Environmental, Inc.

10/1/20

Date



# FINAL WAIVER OF LIEN

October 1, 2020

**For value received**, I/we \_\_\_\_\_ hereby waive \_\_\_\_\_ all \_\_\_\_\_ rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,  
For: Super Excavators, Inc. (Prime Contractor)  
For: Village of Caledonia (Owner)  
By: Payne & Dolan, Inc. (Subcontractor)  
For: Labor, equipment and materials to install asphalt pavement/milling.

Project being situated in Racine County, State of Wisconsin, described as:

## Caddy Vista Sanitary Sewer Improvements & Lift Station Replacement 18C030.08

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, including final payment and release of all retention.

DocuSigned by:

*Raymond A. Postelnik, Agent*

CBAB8C64505E428

10/1/2020 | 8:24 AM PDT


Signature: Payne & Dolan, Inc.

Date

# MEMORANDUM

**DATE:** Monday, November 23, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.  
Utility Director 

**RE:** Bear Country Holdings Agreement - Authorization of Signatures

## BACKGROUND INFORMATION

Bear Country Holdings, LLC., has received approval for an expansion project for Jellystone Park located at 8425 State Trunk Highway 38. As part of the approval, Bear Country Holdings LLC. was required to connect to the Municipal Sanitary Sewer and Watermain Systems. To connect to the Municipal Sanitary Sewer and Watermain Systems, the Caledonia Utility District was required to extend the systems to the Bear Country Holdings, LLC. Property. As a condition of extending the systems, Bear Country Holdings LLC shall pay the Caledonia Utility District its portion of the costs to extend the systems. In addition, once the systems are extended to the property, Bear Country Holdings will have a contractor install private sanitary sewer and watermain systems within the property to serve the development.

The Agreement details the cost for extending the sanitary sewer and watermain for the development which shall be paid by Bear Country Holdings, LLC. and details the inspection process for the private sanitary sewer and watermain within the development.

The Owners of Bear Country Holdings LLC. and their contractors Beaudry Services, Inc. and Musson Brothers, Inc. have executed said Agreement on October 22, 2020. The Village Board approved this development agreement at the November 2, 2020 Village Board meeting.

The signatures of the President & Secretary of the Caledonia Utility District are required on the Development Agreement to allow it to be recorded.

## RECOMMENDATION

**Move to authorize the President and Secretary of the Caledonia Utility District to execute the Development Agreement with Bear Country Holdings LLC.**

AGREEMENT TO ALLOW PRIVATE CONSTRUCTION OF  
SANITARY SEWERS AND WATERMAINS  
BY THE DEVELOPER FOR THE  
BEAR COUNTRY HOLDINGS, LLC DEVELOPMENT PROJECT

This agreement (“Agreement”) is made and entered into by and between:

- a) BEAR COUNTRY HOLDINGS, LLC, being a Wisconsin limited liability company, with offices located at 8425 State Road 38, Caledonia, Wisconsin 53108 (hereinafter referred to as “Developer”); and
- b) BEAUDRY SERVICES, INC., being a Wisconsin corporation with offices located at 1522 Pearl Street, Waukesha, Wisconsin 53186, and MUSSON BROTHERS, INC., being a Wisconsin corporation, with offices located at 4215 North 124<sup>th</sup> Street, Brookfield, Wisconsin 53005, (such two entities hereinafter jointly and severally referred to as the “Contractor” in the singular tense); and
- c) The VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT and the VILLAGE OF CALEDONIA WATER UTILITY DISTRICT, being two separate utility districts established by the Village of Caledonia under the laws of the State of Wisconsin, with utility district offices located at 333 4½ Mile Road, Racine, Wisconsin 53402 (hereinafter jointly and severally referred to as the “Utility District” and/or “District” in the singular tense); and
- d) The VILLAGE OF CALEDONIA, being a municipal corporation and village created under the laws of the State of Wisconsin, with its Village Hall located at 5043 Chester Lane, Racine, Wisconsin 53402 (hereinafter referred to as the “Village”).

## Introduction

The Village, through the respective two utility districts noted above, owns and operates a municipal sanitary sewerage system and a municipal water system (hereinafter collectively referred to as the "District System" and/or separately as the "District Sewer System" or "District Water System").

Developer is the sole record-title owner of the parcel of real property (hereinafter referred to as the "Property") located in the Village of Caledonia, Racine County, Wisconsin, that is described in attached Exhibit A.

Developer wishes to develop its Property (the "Development") as outlined and described in the below-described engineering plans (the "Developer Plans") created by the Sigma Group, a Wisconsin corporation with offices located at 1300 West Canal Street, Milwaukee, Wisconsin 53233. As a part of the Development, the Developer wishes to contract directly with the Contractor for the purpose of constructing and/or replacing the sanitary sewerage system and/or the watermain system in the Development (hereinafter collectively referred to as the "Development System" and/or separately as the "Development Sewer System" or "Development Water System").

Once constructed by the Contractor and approved by the District, the Development System will continue to be owned privately by the Developer (except for the hereinafter-described water meter, strainer, meter pit, and watermain bypass), but connected to the District System.

The ordinances of the Village of Caledonia allow and permit the Developer to directly contract with the Contractor to build and construct the Development System (hereinafter collectively referred to as the "Developer Construction Project"), provided that the Developer Construction Project is undertaken and done pursuant to the terms and provisions of this Agreement.

Additionally, as a part of the consideration for the Village and Utility District entering into this Agreement with Developer and Contractor, Developer shall pay to the Village/Utility District, as hereafter described in this Agreement, a portion of the costs to be incurred by the Village/Utility District to (i) construct sanitary sewer mains specific to Jellystone Park, and (ii) to construct watermains along STH 38, all as shown on engineering plans prepared by Foth Infrastructure & Environmental, LLC (“Foth”), a Wisconsin limited liability company with offices located at Lincoln Center II, 2514 South 102<sup>nd</sup> Street, Milwaukee, Wisconsin 53227, and being the consulting civil engineers for the Village and Utility District.

The above-stated sanitary sewer work and the watermain work is being performed by the Village/Utility District, through a public bidding process, as one single construction project (the “Village Construction Project”). The plans prepared by Foth (the “Foth Plans”) for the Village Construction Project (i) describe in detail (as may be unilaterally amended, from time to time, by the Village/Utility District) the Village Construction Project, and (ii) which have been shared with and copies provided to the Developer and Contractor, and (iii) which form the basis for the determination of the portion of the total Village Construction Project costs payable by Developer to the Village/District.

The parties are entering into this Agreement for all of the foregoing purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREINAFTER DESCRIBED, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. Introduction is Correct. The foregoing “Introduction” is true and correct, and is hereby incorporated into this Agreement by reference.

2. Consent of the District. The Village and District hereby grant permission to the Developer and the Contractor to undertake and do the Developer Construction Project for the Development as a private project (as opposed to a Village/District project requiring compliance with the public bidding statutes).

3. Construction Project. The Developer Construction Project shall be undertaken and done by Contractor, and Developer (as between the Developer and the Village/District) shall be solely responsible for the payment of all costs and expenses for the Developer Construction Project. The Contractor and Developer expressly understand and agree that the Village/District will not be liable or responsible in any manner for any of the said costs and expenses of the Developer Construction Project. The Developer Construction Project shall consist of both (i) the installation of new sanitary sewer mains and watermains, and/or (ii) the repair and/or replacement of existing sanitary sewer mains and/or watermains.

4. Compliance With Laws. The Developer Construction Project shall be undertaken and done in full compliance with:

- a) The terms and provisions of the Agreement;
- b) All applicable governmental laws, rules, regulations, statutes and ordinances; and
- c) All directives, rules and regulations of the Village and District, and its Village Administrator, Village Utility Director, Utility Manager, officers, and authorized employees and agents (including, but not limited to, the engineers of the District);  
and
- d) All drawings, plans or diagrams required by and approved by the District and/or Village;

- e) The timely payment of all required sanitary sewer connection fees, water impact fees, and any other fees/charges required under the ordinances of the Village.

5. Approval of Plans. Prior to any work being done on the Developer Construction Project, (i) the Developer shall first obtain the written approval from the District's engineers of all of the specifications, drawings, blueprints, diagrams and plans for the Developer Construction Project (the "Developer Plans"), and (ii) the Contractor shall first have a Pre-construction meeting with the District's engineers regarding the Developer Construction Project. The Plans shall be of a type and format, and have such content, as the District's engineers may require. Additionally, the Developer Plans shall also be submitted to the District's engineers in an electronic format approved by the District's engineers. Developer and Contractor expressly understand and agree that the Development System shall be constructed and done in strict compliance with the Developer Plans approved by the District's engineers.

6. Inspections: In General. The Developer Construction Project shall be inspected by the District's engineers and the Village's Commercial Plumbing Inspector, and all costs of such inspections shall be paid for by Developer.

7. Inspections: By the District's Engineers. The inspections to be done by the District's engineers shall primarily include, but not necessarily be limited to:

- a) The installation of all sanitary sewer mains and manholes in the Development System;
- b) The connection to and/or tapping of the sanitary sewer mains for all sanitary sewer laterals in the Development System;
- c) The repair and/or rehabilitation of all existing sanitary sewer mains and/or manholes in the Development System;

- d) The installation of all watermains, associated hydrants, and valves; and
- e) The connection to and/or tapping of the watermains for all water laterals.

8. Inspections: By the Village's Commercial Plumbing Inspector. The inspections to be done by the Village's Commercial Plumbing Inspector shall primarily include, but not necessarily be limited to:

- a) The installation of sanitary sewer laterals to the individual campsites, from the connection at the sanitary sewer main to the terminus at the campsite.
- b) The installation of the water laterals to the individual campsites, from the connection at the watermains to the terminus at the campsite.

9. Inspection Logistics. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Developer Construction Project prior to any work on the Developer Construction Project being undertaken, such Work Schedule (i) to specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the District's engineers. The Work Schedule shall not be increased or expanded in time or scope of work without first providing to the District's engineers at least 48 hours prior written notice of such changes to the Work Schedule. Developer and Contractor understand that it is the intent of the District to have one or more inspectors at the construction site at all times that work on the Developer Construction Project is being performed. The District Engineers and/or their inspector(s) at the construction site shall have the full right and authority to stop work on the Developer Construction Project whenever they believe that any such work or materials are not in compliance with the approved Developer Plans for the Developer Construction Project, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work on the Developer Construction Project. Notwithstanding the foregoing right and authority granted to the



District's engineers (to stop the Developer Construction Project in the event of a failure of compliance with the approved Developer Plans), the parties to this Agreement expressly understand and agree that, as between the parties to this Agreement, the Contractor and/or Developer shall be the sole parties responsible for (i) all safety measures required for the Developer Construction Project, and (ii) the direction of all laborers and personnel doing the work on the Developer Construction Project (except for the inspector(s) hired by the District's engineers and the Village's Commercial Plumbing Inspector), and (iii) all means and methods required to do the Developer Construction Project, and (iv) the timely and proper completion of the Developer Construction Project pursuant to the terms and provisions of this Agreement. The Contractor shall provide a copy of the Work Schedule to the Village's Commercial Plumbing Inspector at the same time the said Work Schedule is provided to the District's engineers. Additionally, however, since it is anticipated that the Commercial Plumbing Inspector will not be onsite at all times, as will be the inspector(s) for the District's engineers, the Contractor shall further make a special further contact to the Commercial Plumbing Inspector, at least forty-eight (48) hours prior to Contractor performing the work described in above Paragraph No. 8, so that the Commercial Plumbing Inspector can learn, with some certainty, about the said work planned to be performed after the said 48-hour further special notice to the Commercial Plumbing Inspector. In all matters pertaining to the inspections performed by the Village's Commercial Plumbing Inspector, he/she shall have all of the same powers, rights, and entitlements afforded to the inspectors for the District's engineers in this Agreement.

10. One-Year Guarantee. The Developer hereby guarantees to the Village and District that all work and materials furnished and performed on and for construction of the Development System shall be free from defects for a period of One (1) Year from the date on which the

Development System is fully completed. This one-year guarantee, however, shall not in any manner limit, change or amend any applicable statutes of limitation regarding the Developer's and/or Contractor's duties under this Agreement to construct the Development System in strict compliance with the approved Developer Plans for the same. In the event any defect(s) is discovered during such One-year time period, the Village and/or District shall notify the Developer in writing, and the Developer shall cause such defect(s) to be corrected within Thirty (30) calendar days (or within such shorter period designated by the Village and/or District if the public health and safety so require). If the Developer shall fail to do so within such 30-day time period (or if the public safety sooner requires the remedied work to be done and the Developer is not able to timely do so), then the Village and/or District may cause such defect(s) to be corrected, with the Developer being liable to the Village and District for any costs incurred by the Village and/or District in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work. If, however, (i) the defect(s) to be corrected is not such that public health and safety concerns require sooner action by the Developer and/or the Village and/or District as described above, and (ii) the defect(s) to be corrected is such that it cannot be reasonably corrected within the said 30-day time period, then the Developer shall be in compliance with the provisions of this present paragraph if the Developer, in good faith, commences the curing/correcting of the defect(s) within the said 30-day time period, and thereafter diligently continues such curing/correcting until the defect(s) is cured and corrected.

11. Connection to the District System. Upon the full completion of the Development System, and upon the Village Board of Trustees then approving the same in an adopted written resolution regarding the same, the Development System shall be connected to the District System.

12. Contingencies. This Agreement is expressly contingent upon the Developer Plans and the Village Plans being approved by all of the governmental bodies having jurisdiction in the matter. This shall include, but not be limited to, the written approval (with any conditions stated therein being satisfactory to both the Developer and the Village, in their respective sole discretions) of the Milwaukee Metropolitan Sewerage District (and also the State of Wisconsin Department of Natural Resources, if so required under the law).

13. Reimbursement for Costs. The Developer shall, within Thirty (30) Days after receiving a written itemized invoice(s) from the Village and/or District for the same, reimburse and pay to the Village/District all engineering, inspection, administrative and legal costs incurred by the Village/District with respect to the Developer Construction Project. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans for the Developer Construction Project, and (ii) all inspection costs for the Developer Construction Project, and (iii) all legal costs of the Village/District's attorney pertaining to the Developer Construction Project and/or this Agreement, and (iv) all costs incurred for the District's engineers to conduct any final survey(s) and drafting of as-built plans for the Development System. The administrative costs charged by the District shall be an amount equal to Ten Percent (10%) of the total engineering costs and legal costs described above.

14. Payment by Developer for Part of the Costs of the Village Construction Project. On or before the date of April 30, 2019, the Developer shall pay to the Village, by a wire transfer of funds, the sum of Five Hundred Seventeen Thousand Dollars (\$517,000.00) for and as the Developer's contribution toward the cost of the Village Construction Project. Upon receipt of such payment from the Developer, the Village and District shall apply the funds so received from the Developer exclusively to the Village Construction Project. Should there be a failure of timely

payment by the Developer of the above monies payable to the Village, then, in addition to all of the other remedies available to the Village under the law, the Village may exercise the special assessment powers described in below Paragraph 18(c) for the collection of the said failed payment. In the event the actual, as-built costs of the Village Construction Project are less than the project estimates used in the calculation of the above \$517,000.00 payment amount, then the Village shall refund to the Developer a pro rata amount of the said \$517,000.00 payment, in keeping with the pro rata amount of the financial savings on the Village Construction Project. In no event, however, shall the Developer be required to pay to the Village more than the said amount of \$517,000.00 described above for the Village Construction Project.

15. Letter of Credit. For and as security for the payment by Developer of the costs that the Village/District may incur during the one-year guarantee time period described in above Paragraph No. 10 of this Agreement, the Developer shall, on or before April 30, 2019, deliver to the Village/District an irrevocable Letter of Credit, in a form and having content satisfactory to the Village/District, in the amount of One Hundred Thousand Dollars (\$100,000.00). The said Letter of Credit shall (i) be issued by a banking institution satisfactory to the Village/District, and (ii) shall not expire until after the expiration of the said one-year guarantee time period. At the request of the Developer, the Village/District shall, from time to time, release a portion(s) of the amount of the Letter of Credit based on the estimated remaining amount of funds to be paid to the Village/District, as estimated by the District's engineers. At least Twenty Percent (20%) of the original amount of the Letter of Credit, however, shall be retained through the Letter of Credit during the said one-year guarantee time period described above.

16. Insurance. The Developer and Contractor shall, within Ten (10) calendar days after the date of this Agreement, and prior to any work on the Developer Construction Project being

commenced, procure and then maintain during the entire Developer Construction Project policies of insurance that are satisfactory to the Village and District. The Village, the District, the District's engineering firm, and the Developer shall, at the cost and expense of the Developer, be named as additional insureds in such policies of insurance. The Developer shall deliver to the Village/District, within the said 10-day time period described above in this paragraph, a written certificate(s) from the insurer(s) showing such insurance policies to be in effect.

17. Indemnification: Developer shall, and hereby does, agree to INDEMNIFY AND HOLD HARMLESS the Village and District, and their respective officials, consultants, contractors, employees, engineers and/or all other agents, from and against any and all claims, judgments, damages, costs and expenses (including, but not limited to, reasonable actual attorney's fees) and any other liability of any nature whatsoever, that may arise, directly or indirectly as a result of:

- a) The Village and District entering into this Agreement; and/or
- b) The Developer and Contractor undertaking and doing the Developer Construction Project; and/or
- c) The Developer and/or Contractor failing to comply with any of the terms and provisions of this Agreement.

The indemnification obligation undertaken by the Developer and/or the two entities comprising the Contractor under this present Paragraph No. 17 shall only apply to and pertain to the acts of omission and/or commission of each particular individual entity, and not the acts of the said other two entities.

18. Incomplete Developer Construction Project. If the Developer commences the Developer Construction Project (by having the Contractor commence actual excavation work

and/or construction work on site) but then fails for any reason to complete or finish the Developer Construction Project, then it may pursue the following remedies against Developer only:

- a) The Village/District may, at its option:
  - (i) Disconnect the Development System from the Village/District's municipal water and/or municipal sanitary sewer system, and/or not allow any connection; and/or
  - (ii) Undertake whatever work may be necessary to protect and maintain the Development System at its then-existing stage of completion; and/or
  - (iii) Remove part or all of the Development System.
- b) The Developer shall pay to the Village/District all costs incurred by the Village/District in performing any such work.
- c) Without in any manner limiting its available legal remedies, the Village/District may also obtain payment of all such costs through (i) the Letter of Credit described in above paragraph number 15 of this Agreement, and/or (ii) through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") by the Village on the Property pursuant to the terms and provisions of Section 66.0703 of the Wisconsin Statutes and/or any other applicable statutes. Developer hereby waives all procedural rights that Developer may have under the laws of the State of Wisconsin with respect to such an imposition of the Special Assessment on the Property for matters required of Developer herein. This waiver includes, but is not limited to, the requirement of a written notice and a public hearing as required under Section 66.0703 of the Wisconsin Statutes and/or any other special assessment statutes.

19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, except, however, Developer and Contractor may not assign their rights, duties and responsibilities under this Agreement to any other third party without first obtaining the prior written consent of the Village and the District, which consent the Village and/or District may grant or deny in its sole discretion.

20. Grant of Easement. The Developer shall, and hereby does, through this present Agreement, grant to the Village/District a permanent easement (the “Easement”) on, over, and under the Property for the purpose of (i) inspecting the Development System, and/or (ii) performing any emergency work on, or with respect to, the Development System, and/or (iii) performing any of its other contractual rights under this Agreement, and/or (iv) performing, and thereafter maintaining, repairing, and/or replacing, the infrastructure of the Village Construction Project that is on, under, or in the vicinity of Developer’s Property.

21. Governing Law. This Agreement shall be governed, controlled, construed and interpreted by and under the laws of the State of Wisconsin. The venue for any legal action pertaining to and/or arising under this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

22. Water Meter and Meter Pit. As a part of the Developer Construction Project described above, the Developer and Contractor shall, at the cost and expense of the Developer:

- a) Construct a Meter Pit at the location shown in the Developer Plans, in a manner specifically described and required by the Village/District; and
- b) Install a Water Meter, Strainer, and Watermain Bypass in the Meter Pit, in a manner specifically described and required by the Village/District.

The Village/District shall, at its own cost and expense, provide the Water Meter to be installed in the Meter Pit. The specific Water Meter shall be a Six Inch (6") Badger Compound Meter. Once the initial Water Meter and Watermain Bypass are installed by the Developer and Contractor in the Meter Pit, then:

- a) Title to the said Water Meter, Strainer, Watermain Bypass, and Meter Pit shall be held by, and such facilities owned by, the Village/District, as a part of the District System; and
- b) The Village/District shall be responsible, at its cost and expense, for the future maintenance, repair, and replacement of the said Water Meter(s), Strainer, Watermain Bypass, and Meter Pit (but in the event it is later determined by the Developer that a larger-sized Water Meter is needed for its Development System, then the Developer shall pay for the cost of such larger Water Meter, its installation, and all related charges and fees).

23. The Contractor. Beaudry Services, Inc. is the general contractor for construction of the Development, and Musson Brothers, Inc. is a subcontractor for the Development project, being hired and retained to construct part and/or all of the Developer Construction Project. Beaudry Services, Inc., however, as the general contractor, shall be responsible and obligated to the Village/District to perform all of the duties imposed upon the "Contractor" under this Agreement (including, but not limited to, the work that Musson Brothers, Inc., as a subcontractor, was hired and retained to perform). Musson Brothers, Inc., however, shall still be directly obligated to the Village/District to timely and fully perform its duties and obligations under this Agreement.



Dated this 22nd day of October, 2020.

DEVELOPER:  
Bear Country Holdings, LLC

VILLAGE OF CALEDONIA SEWER  
UTILITY DISTRICT, and the

VILLAGE OF CALEDONIA WATER  
UTILITY DISTRICT:

By: *Randolph C Isaacson*  
Printed Name: RANDOLPH C ISAACSON  
Title: MANAGING MEMBER

By: \_\_\_\_\_  
Howard Stacey  
President

CONTRACTOR:  
Beaudry Services, Inc.

Attest: \_\_\_\_\_  
Michael Pirk  
Secretary

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Musson Brothers, Inc.

VILLAGE OF CALEDONIA, WISCONSIN

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: *James P. Dobbs*  
James Dobbs

Attest: *Karie Pope*  
Karie Pope

Dated this 22nd day of October, 2020.

DEVELOPER:  
Bear Country Holdings, LLC

VILLAGE OF CALEDONIA SEWER  
UTILITY DISTRICT, and the


VILLAGE OF CALEDONIA WATER  
UTILITY DISTRICT:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Howard Stacey  
President

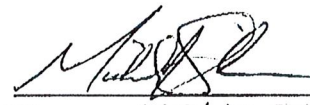
CONTRACTOR:  
Beaudry Services, Inc.

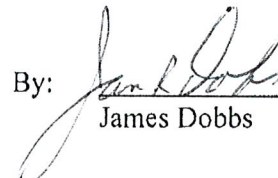
Attest: \_\_\_\_\_  
Michael Pirk  
Secretary

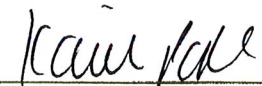
By:   
Printed Name: Thomas Beaudry  
Title: President

Musson Brothers, Inc.

VILLAGE OF CALEDONIA, WISCONSIN

By:   
Printed Name: MICHAEL SIKMA  
Title: PRESIDENT

By:   
James Dobbs

Attest:   
Karie Forkitsen *PKC*

AUTHENTICATION

Signatures of \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_; and Howard Stacey, President, and Michael Pirk, Secretary, of the Village of Caledonia Sewer Utility District and the Village of Caledonia Water Utility District; and James Dobbs, President, and Karie Pope, Clerk, of the Village of Caledonia, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
John M. Bjelajac  
Member: State Bar of Wisconsin  
State Bar No.: 1015325

This Agreement drafted by  
Attorney John M. Bjelajac  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038  
(262)633-9800  
(Attorney for the Village of Caledonia  
Water Utility District and  
Sewer Utility District)

EXHIBIT A

That part of the Northwest, Southwest and Southeast Quarters of Section 4, Township 4 North, Range 22 East, in the Village of Caledonia, Racine County, Wisconsin, bounded and described as follows:

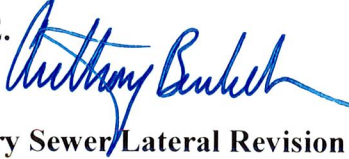
Commence at Southwest corner of the Northwest  $\frac{1}{4}$  of said Section 4; thence North  $89^{\circ} 37' 17''$  East, 50.00 feet along the south line of said Northwest  $\frac{1}{4}$  section to the point of beginning of this description; thence North  $0^{\circ} 21' 16''$  West, 1303.78 feet; thence North  $89^{\circ} 34' 44''$  East, 1773.67 feet; thence South  $0^{\circ} 28' 16''$  East, 1305.10 feet to the south line of said Northwest  $\frac{1}{4}$  section; thence North  $89^{\circ} 37' 17''$  East, 819.44 feet along said south line to the center of said Section 4 and to the northwest corner of Certified Survey Map No. 1331; thence South  $0^{\circ} 29' 16''$  East, 349.99 feet along the east line of the Southwest  $\frac{1}{4}$  of Section 4 and along the west line of said Certified Survey Map to the south line thereof; thence North  $89^{\circ} 24' 27''$  East, 900.00 feet along said south line to the east line of said Certified Survey Map; thence North  $0^{\circ} 29' 16''$  West, 349.82 feet along said east line to the north line of the Southeast  $\frac{1}{4}$  of said Section 4; thence North  $89^{\circ} 25' 06''$  East, 421.85 feet along said north line to the east line of the West  $\frac{1}{2}$  of said Southeast  $\frac{1}{4}$  section; thence South  $0^{\circ} 35' 44''$  East, 2648.47 feet along said east line to the south line of said Southeast  $\frac{1}{4}$  section; thence South  $89^{\circ} 33' 40''$  West, 1015.80 feet along said south line; thence North  $0^{\circ} 24' 23''$  West, 534.00 feet; thence South  $89^{\circ} 33' 40''$  West, 311.80 feet to the west line of said Southeast  $\frac{1}{4}$  section; thence South  $0^{\circ} 29' 16''$  East, 534.00 feet along said west line to the South  $\frac{1}{4}$  corner of aforesaid Section 4; thence South  $89^{\circ} 41' 22''$  West, 1323.83 feet along the south line of said Southwest  $\frac{1}{4}$  section to the west line of the East  $\frac{1}{2}$  of said Southwest  $\frac{1}{4}$  section; thence North  $0^{\circ} 28' 03''$  West, 1984.96 feet along said West line; thence South  $89^{\circ} 37' 17''$  West, 1273.12 feet; thence North  $0^{\circ} 26' 49''$  West, 658.62 feet to the point of beginning. Said parcel contains 222.1 acres of land, more or less. Excluding therefrom any land conveyed or dedicated for highway purposes. Subject to the rights of the public over the South 33 feet of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  and the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 4 for highway purposes (7 Mile Road).

Tax Key Numbers: 104-04-22-04-017-000, 104-04-22-04-014-000, 104-04-22-04-015-000, 104-04-22-04-016-000, 104-04-22-04-018-000, 104-04-22-04-029-020, 104-04-22-04-028-000

## MEMORANDUM

**DATE:** Wednesday, November 25, 2020

**TO:** Caledonia Utility District

**FROM:** Anthony A. Bunkelman P.E.  
Utility Director 

**RE:** 6507 Middle Road – Sanitary Sewer/Lateral Revision

### BACKGROUND INFORMATION

As the Commission may remember, in April of 2020 the Village, Utility District and Nancy Buck entered into a Settlement Agreement for the availability of a sanitary sewer lateral for the home at 6507 Middle Road. This Settlement Agreement identified that the home at 6507 Middle Road could be served with a long sanitary sewer lateral from the sanitary sewer system located at the Southwest corner of Stephan Road and Middle Road. The owner would be responsible for the cost and expense of this lateral.

After the Settlement Agreement was executed, Nancy Buck sold the property to Micah Waters. Rob Nicoson of Earth X LLC, on behalf of Micah Waters has provided a revised lateral location for the home. Rob Nicoson has proposed installing a sanitary sewer lateral from Wildrose Way. The lateral as proposed is similar to the alternative that was recommended by the Commission in March of 2019 and recommended again in November of 2019.

Rob Nicoson has provided an engineered plan prepared by Eric Christensen of Mendota Consulting LLC for the revised lateral. The lateral is proposed as an 8" lateral to the South then will connect to a cleanout manhole. From the cleanout manhole, a future 8" stub will be installed to the East for future development. The lateral from the home will be a 4" lateral to the 8" stub.

Due to the current situation with the Sanitary Sewer system, Keith Haas from Racine Wastewater was contacted about this project. After this discussion, this entire sanitary sewer run is being considered a sanitary lateral. The reason for this determination is because the proposed sanitary sewer is serving only 1 home. The 8" sanitary lateral will be converted to a sanitary sewer main when and if the future development is brought forward and all necessary approvals will be required at that time.

The proposed plan has been reviewed by the Utility District staff and is ready for conditional approval from the Utility District.

### RECOMMENDATION

**Move to approve a Sanitary Lateral revision from the Settlement Agreement for 6507 Middle Road to the proposed sanitary lateral plan from Wildrose Way.**

**Move to conditionally approve the Sanitary Lateral plan for 6507 Middle Road subject to the following conditions**

1. **The Cleanout Manhole have a detail provided that meets the typical sanitary sewer manhole detail for the Caledonia Utility District.**
2. **A detail is provided for the connection to the existing sanitary sewer manhole on Wildrose Way.**
3. **The installation of 8" x 4" wyes for lateral cleanouts with frost sleeves on the sanitary sewer according to Plumbing code.**
4. **References are placed on the plan that the Sanitary Sewer will be installed in accordance with the Caledonia Utility District Standard Specifications.**
5. **Providing a Full Size Scale set of Engineer Stamped Plans.**
6. **The Sanitary Sewer Lateral is inspected during construction and tested (including but not limited to pressure testing, deflection testing, leak testing, infiltration/exfiltration testing and televising).**
7. **An Agreement is executed by the owner that the Sanitary Sewer lateral be owned, operated and maintained by the owner of the property until such time that a future development is brought forward and the Sanitary Lateral is converted to a Sanitary Sewer main.**

STATE OF WISCONSIN      CIRCUIT COURT      RACINE COUNTY

NANCY BUCK  
1127 North Sunnyslope Drive, #103  
Mt. Pleasant, Wisconsin 53406,

Plaintiff,

SETTLEMENT AGREEMENT

v.

Case No. 20-CV-0764

VILLAGE OF CALEDONIA  
5043 Chester Lane  
Racine, Wisconsin 53402,

Case Type:    Condemnation Review

and

Case Code:    30402

VILLAGE OF CALEDONIA WATER  
& SEWER UTILITY DISTRICT  
333 4½ Mile Road  
Racine, Wisconsin 53402,

Defendants.

---

This Settlement Agreement (the "Agreement") is made and entered into by the above-named and undersigned parties (the "Parties") as of the date on which the last said party signs and dates this Agreement.

Introduction

Attached hereto as Exhibit X is a photocopy of the Amended Petition filed in the above-captioned action (excluding its attached Exhibits B, C, and D, but still including its Exhibit A), by the Plaintiff, Nancy Buck ("Buck"), against the Defendants Village of Caledonia ("Village") and the Village of Caledonia Water & Sewer Utility District ("District"), such Defendants hereinafter being referred to individually as appropriate, or else collectively as "Caledonia". (Special Note: The proper

name for the Defendant Village of Caledonia Water & Sewer Utility District is the “Village of Caledonia Utility District”.)

Buck is the sole record-title owner of three (3) separate-but-contiguous parcels of real property, described as follows:

- A. A residential parcel of land (the “Residential Parcel”) having an address of 6507 Middle Road, Racine, Wisconsin 53402, located in the Village, and having a tax parcel number 104-04-23-17-048-030.
- B. Two (2) vacant parcels of land (collectively, the “Vacant Parcels”), having tax parcel numbers 104-04-23-17-048-010 and 104-04-23-17-048-020.
- C. The Residential Parcel is improved with a single-family residence (the “House”), which is presently not occupied by any persons.
- D. The House, located on the Residential Parcel, is serviced by a Private Onsite Wastewater Treatment System (“POWTS”), which is described in the Exhibit A of the Amended Petition as a private septic system that is no longer properly working (the “Failed Septic System”).
- E. A diagram of the three (3) above-described parcels of land owned by Buck (collectively, the “Properties”) is attached hereto as Exhibit Y.

The primary issue presented in this legal action is the availability of a connection of the House and Residential Parcel to the municipal sanitary sewer system (the “System”) operated by the Village, through the District.

Under the terms and provisions of this Agreement, the Parties have agreed that there is, in fact, an available connection (the “Connection”) that Buck may make to the System, to provide



municipal sanitary sewer service to her House and Residential Parcel, through the System. The specifications and description of the manner in which Buck (and/or a successive owner of Buck's House/Residential Parcel) is described in attached Exhibit Z. Exhibit Z is the text of a Motion adopted by both the Village and the District.

The Parties are entering into this Agreement for the purpose of settling this present legal action in the manner described above, and pursuant to the following provisions of this Agreement.

#### Agreement

1. Introduction is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference, including Exhibits X, Y, and Z.

2. The Connection to the System. Buck, and/or her successors and/or assigns in title to the Residential Parcel, may make a Connection for the Residential Parcel to Caledonia's System, pursuant to the terms and provisions of Exhibit Z.

3. Condition Precedent for Future Occupancy. The Connection to the System for the Residential Parcel (pursuant to the provisions of Exhibit Z), and also the completion and fulfillment of the provisions and projects/works described in below Subparagraphs 12(c)(i) through (iv) of this Agreement, shall be made by Buck, and/or her future successors and assigns in title to the Residential Parcel, before the House (and/or any other building or residence on the Residential Parcel) is occupied and/or used for any purpose by any person.

4. Cooperation. The Parties agree to cooperate fully and execute any supplementary documents, and to take all additional actions that may be necessary or appropriate, to give full force

and effect to the basic terms and intent of this Agreement, including the entry of an order of final dismissal of the above-captioned action, with prejudice, and without costs to any Party.

5. Mutual Release. Immediately and automatically, without further notice or action by any of the Parties, upon full compliance with the terms of this Agreement, Caledonia and Buck shall be, and hereby are, released and forever discharged from any and all liabilities, obligations, promises, covenants, contracts, controversies, legal actions, judgments, damages, expenses, claims, and demands whatsoever, in law or equity, which any of the Parties had, now has, or may have, for any matter or cause whatsoever, including, but not limited to, any matter arising from or related in any manner whatsoever to Buck's claims in the Amended Petition (Exhibit X) and/or the facts that were the basis for the disputes.

6. Amendment. No provision of this Agreement shall be deemed waived, amended, or modified by any of the parties, unless such waiver, amendment, or modification is in writing and signed by each of the Parties. No waiver of any breach of any term or covenant or any provision contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any Party's obligation(s) under this Agreement.

7. Governing Law and Venue. This Agreement shall be governed, construed, and interpreted under the laws of the State of Wisconsin, without giving effect to any conflict of laws provisions. The venue for any legal action arising under and/or pursuant to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

8. Counterpart Execution and E-mail/PDF Signatures. This Agreement may be executed in counterparts. Signature pages may be transmitted by e-mail with the signature page attached as a

PDF document. Upon delivery via e-mail/PDF, a signature shall be deemed an original and shall be admissible in evidence.

9. Construction. This Agreement has been drafted with the assistance of counsel for each of the Parties and shall not be construed in favor of, or against, any of the Parties.

10. Entire Agreement. This Agreement represents the entire agreement between the Parties with regard to the subject matters discussed herein and supersedes all prior negotiations, representations, or agreements between the Parties, either written or oral. The Parties are not relying on any statements or promises other than those made in this Agreement.

11. Warranty of Capacity. The undersigned warrant and represent that they have full authority to execute this Agreement on behalf of the entities for which they are signing and that they have full authority to bind those entities.

12. Miscellaneous Provisions. The Parties hereby further agree as follows:

- a) Future Successor(s) and Assignee(s). As already noted above, the availability to make the Connection of the Residential Parcel to the System is a right given to Buck under this Agreement, and is also a right given to any successor(s) and/or assignee(s) in title to the Residential Parcel.
- b) Future Development of the Vacant Parcels. When and if the Vacant Parcels are developed in the future, a condition precedent to the development of any one of the said Vacant Parcels shall be an extension of the sanitary sewer mains comprising the System, to provide sanitary sewer service to both of the Vacant Parcels, under terms and provisions satisfactory to Caledonia. Buck's Residential Parcel shall not be

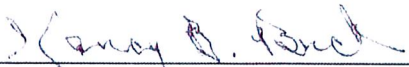
specially (or otherwise) assessed for the said sanitary sewer extension for the Vacant Parcels.

- c) Other Project Costs. The then-owner of the Residential Parcel making the Connection of the Residential Parcel to the System, in addition to the Project costs described in Exhibit Z, shall be responsible for the following additional related costs:
- (i) The cost of connecting the House (or other residence) on the Residential Parcel, from the point at which the Connection connects to the Residential Parcel, to the House/residence itself; and
  - (ii) The cost of making the interior sanitary sewer connections in the House/residence; and
  - (iii) The cost of disconnecting from the House/residence, and abandoning, in the manner required under the applicable laws, the presently-existing Failed Septic System; and
  - (iv) The payment of the then-existing Connection Fee charged by Caledonia to each new user connecting to the System, at the time of the Connection; and
  - (v) The timely payment of the user charges required of all residential properties receiving municipal sanitary sewer service through the System.

13. Recording. Upon the execution of this Agreement by the Parties, Caledonia shall record the Agreement in the Office of the Register of Deeds for Racine County, Wisconsin.

IN WITNESS WHEREOF, the above-named Parties have executed this Agreement on the dates described below.

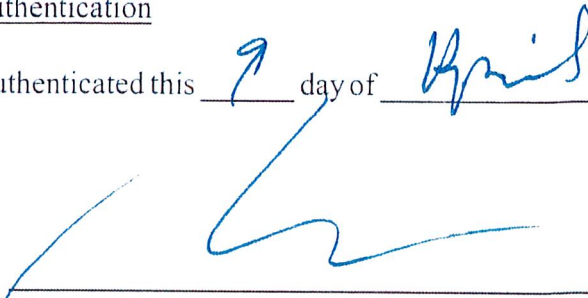
BUCK:

  
\_\_\_\_\_  
Nancy Buck

Date: 4-9, 2020.

Authentication

Signature of Plaintiff, Nancy Buck, authenticated this 9 day of April,  
2020.

  
\_\_\_\_\_

Thomas M. Devine  
Member: State Bar of Wisconsin  
State Bar No. 1017536

VILLAGE:  
Village of Caledonia

DISTRICT:  
Village of Caledonia Utility District

By: James R. Dobbs  
James Dobbs  
Village President

By: Howard Stacey  
Howard Stacey  
President

Attest: Karie Pope  
Karie Pope  
Village Clerk

Attest: Michael Pirk  
Michael Pirk  
Secretary

Date: April 21, 2020

Date: April 21, 2020

Authentication

Signatures of James Dobbs, Village President, and Karie Pope, Village Clerk, of the Village of Caledonia, and of Howard Stacey, President, and Michael Pirk, Secretary, of the Village of Caledonia Utility District, authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
John M. Bjelajac  
Member, State Bar of Wisconsin  
State Bar No. 1015325

This document drafted by:  
John M. Bjelajac  
State Bar No. 1015325  
BJELAJAC & KALLENBACH  
601 Lake Avenue  
Post Office Box 38  
Racine, Wisconsin 53401-0038  
E-mail: jmbjelajac@gmail.com  
Phone: (262)633-9800; FAX: (262)633-1209  
Attorney for the Village of Caledonia and the  
Village of Caledonia Utility District

FILED  
01-24-2020  
Clerk of Circuit Court  
Racine County  
2020CV000764  
Honorable Michael J.  
Piontek  
Branch 5

STATE OF WISCONSIN                      CIRCUIT COURT                      RACINE COUNTY

---

NANCY BUCK,

Plaintiff,

v.

Case Code: 30402

VILLAGE OF CALEDONIA AND  
VILLAGE OF CALEDONIA WATER & SEWER UTILITY DISTRICT,

Defendants.

---

**AMENDED PETITION FOR INVERSE CONDEMNATION PROCEEDINGS AND  
COMPLAINT FOR DECLARATORY JUDGMENT**

---

Petitioner, Anne D. Cohen, counsel for the Plaintiff, Nancy Buck, as and for her Amended Petition for Inverse Condemnation Proceedings and Complaint for Declaratory Judgment against Defendants, Village of Caledonia and Village of Caledonia Water & Sewer Utility District, alleges as follows:

**THE PARTIES**

1. The Plaintiff, Nancy Buck, is an adult resident of the State of Wisconsin residing at 1127 North Sunnyslope Drive, #103 in Mt. Pleasant, Wisconsin 53406.
2. The Defendant, Village of Caledonia, is a municipal and governmental body established under the laws of Wisconsin, whose principal place of business is located at 5043 Chester Lane in Caledonia, Wisconsin 53402, and whose clerk is Karie Pope.
3. The Defendant, Village of Caledonia Water & Sewer Utility District, is located at 333 4 ½ Mile Road Caledonia, WI 53402, and whose director is Anthony Bunkelman.

**FACTS**

4. Nancy Buck is the owner of the property located at 6507 Middle Road in Caledonia, Wisconsin, 53402, parcel numbers 104-04-23-17-048-010, 020, and 030. Parcel

number 104-04-23-17-048-030 is improved with a single family residence, while the remaining two parcels are vacant parcels of land. The total assessed value of the three parcels, with improvements, is \$154,500.

5. The single family residence located on parcel number 104-04-23-17-048-030 was serviced for years by a private on-site septic system. In February of 2019, the septic system was inspected by Todd Bruesewitz of Maas & Sons Waterworks & Plumbing, who determined that the system no longer passed inspection as a working septic. A true and accurate copy of Mr. Bruesewitz's report is attached hereto as Exhibit A. Mr. Bruesewitz also warned that, "being in the Caledonia sewer district, the septic system will not be allowed to be replaced with another type or POWTS [Private Onsite Wastewater Treatment System] as municipal sewer is nearby and therefore available. Provisions will need to be made to connect this home to Caledonia's municipal sewer system as an alternative to replacing the septic system."

6. Upon information and belief, the Plaintiff's property is located over 300 feet away from the nearest Municipal System connection.

7. The Village of Caledonia Utility District discussed the Plaintiff's property during its March 13, 2019 meeting, and determined that "the only acceptable option for the home is to be connected to the Municipal System." A true and accurate copy of the March 13, 2019 meeting minutes is attached hereto as Exhibit B.

8. The Utility District presented the Plaintiff with two options for connecting the property to the Municipal System. The first option, connecting to the south from Stephen Road, has an estimated cost of \$220,000. The second option, connecting to the north from Wild Rose Way, has an estimated cost of \$163,000. The utility district voted to recommend Option 2, and that the entire cost of the project be Special Assessed to the Plaintiff.

9. On September 23, 2019, "AAB," a representative of the Village of Caledonia Utility District, had a phone call, lasting fifteen minutes, with someone from Racine County



regarding the Plaintiff's property. The Plaintiff subsequently received a bill, attached hereto as Exhibit C, for this phone call.

10. The Village of Caledonia Utility District discussed the Plaintiff's property again during its November 6, 2019 meeting. A true and accurate copy of the November 6, 2019 meeting minutes is attached hereto as Exhibit D. Plaintiff's counsel was present at this meeting, and proposed various suggestions for mitigating the cost of connecting the Plaintiff's property to the Municipal System. The Utility District rejected counsel's suggestions, and concluded that Option 2, which will cost the Plaintiff \$163,000, is the "best option to serve the property."

11. Upon information and belief, replacing the septic system currently serving the Plaintiff's property with another type of septic system or a POWTS would cost less than \$20,000.

12. The Defendants have the authority to permit the Plaintiff to replace the failing septic system with another type or a POWTS, but are refusing to grant such permission.

13. Upon information and belief, the Defendants' refusal to permit a replacement septic system is based upon their conclusion that connection to the Municipal System is "available."

14. A connection over 300 feet away from the property, the cost of which exceeds the value of the subject property, is not an available connection.

15. The Defendants' refusal to allow the Plaintiff to replace the existing septic system leaves the Plaintiff with only one option, to connect to the Municipal System and incur the cost of the project, despite the fact that the project exceeds the value of the Plaintiff's property.

16. The Defendants' legally imposed restriction on the Plaintiff's use of her property amounts to an unconstitutional regulatory taking of the Plaintiff's property, in violation of Article I, § 13 of the Wisconsin Constitution and the Fifth Amendment to the United States Constitution, as it denies the Plaintiff all practical and economically viable uses of her property, without compensation.

17. Pursuant to § 32.10, Wis. Stats., the Court has the authority to initiate inverse condemnation proceedings and order the Defendants to rescind their regulation restricting the Plaintiff from replacing the current septic system, or, in the alternative, to provide just compensation to the Plaintiff for the value of the Subject Property.

18. Pursuant to § 806.04 (1), Wis. Stats., this Court has the power to “declare rights, status, and other legal relations whether or not further relief is or could be claimed...”

19. Pursuant to § 806.04 (2), Wis. Stats., this Court has the authority to determine the respective rights of the parties whose rights, status or other legal relations are affected by a municipal ordinance.

20. The Plaintiff is entitled a judgment pursuant to § 806.04, Wis. Stats., declaring that connection to the Municipal System is unavailable for the Plaintiff's property.

21. Pursuant to § 806.04 (8), Wis. Stats., the Court has the authority to provide additional relief in the form of requiring Defendants to allow the Plaintiff to install a replacement septic system on her Property.

**WHEREFORE** plaintiff, Nancy Buck, demands judgment against Defendants, Village of Caledonia and Village of Caledonia Water & Sewer Utility District as follows:

1. Pursuant to § 32.10, Wis. Stats., initiating inverse condemnation proceedings and ordering Defendants to rescind their regulation restricting the Plaintiff from replacing the septic system currently serving the property, or, in the alternative, to provide just compensation to the Plaintiff for the value of the Subject Property.
2. Pursuant to § 806.04, Wis. Stats., declaring that connection to the Municipal System is unavailable for the Plaintiff's property;
3. Requiring Defendants to grant approval for the Plaintiff to install a replacement septic system on her property;
4. Together with the costs and disbursements incurred herein; and
5. For any other relief as the Court deems just and equitable.

Dated January 24, 2020.



Thomas M. Devine, No. 1017536  
Anne D. Cohen, No. 1101542  
Attorney for Plaintiff, Nancy Buck

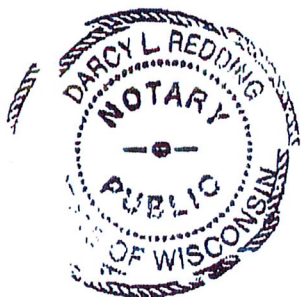
**Mailing Address:**

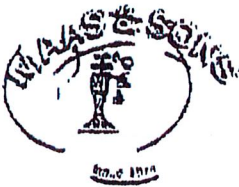
840 Lake Avenue, Suite 300  
Racine, WI 53403  
(262) 632-7541  
(262) 632-1256 facsimile

Subscribed to and sworn before me  
on this 24<sup>th</sup> day of January, 2020.



Notary Public, State of Wisconsin  
My commission expires: 10-3-21





2607 Back Drive  
Waterford, WI 53485

(262) 534-2170  
Fax (262) 534-2155

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**NANCY BUCK**  
6507 MIDDLE RD.  
RACINE, WI. 53402

February 21, 2019

To Whom It May Concern:

This letter details the septic inspection done for the property at the address listed above and shall serve as the finished septic system inspection report. This report shall in no way serve as a warranty nor does it in any way guarantee the future performance of the septic system described herein.

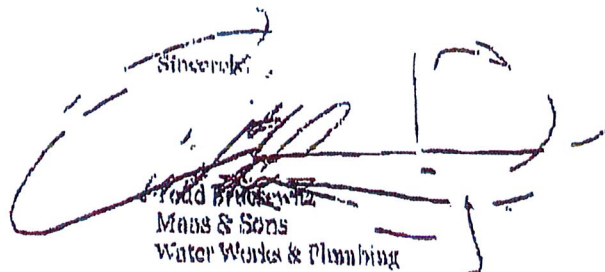
There is what appears to be a conventional gravity type septic system serving this property. The waste water flows from the house into a small, undersized septic tank located approximately 12' north of the house about 11' west of the east end of the house. Here in the tank, the baffle is supposed to separate and retain the solids within the septic tank while allowing the liquid effluent to flow out to an absorption field, pit or trench where it would return to the soil.

However, there is no sign of a system beyond the septic tank. It is possible that an actual system is or was here but there is no vent to observe the systems condition or even locate it. Without any sign of the system to locate it, the drainage system could actually begin at the outlet of the tank. There is the possibility that clay tile was used coming out of the tank and then that would be the beginning of the drainage tile or field. There is no way to know this without digging up the system to identify it. There has also been situations in the past where water from the creek or canal in the back about 400' to the east of the house, has backed up into the basement of the home through the septic tank. This may indicate that the drain tile out of the septic tank runs east to the canal and discharges into the canal. Because of this I cannot commit to this system meeting code and passing.

Add to this the knowledge that the tank is significantly undersized and was almost 12" over full when pumped out at the time of the inspection and I cannot allow this system to remain in service by passing this system as a working septic. Being in the Caledonia sewer district, the septic system will not be allowed to be replaced with another type of POUWS as municipal sewer is nearby and therefore available. Provisions will need to be made to connect this home to Caledonia's municipal sewer system as an alternative to replacing the septic system.

Being that there may be over 400' of drain tile between the house and the canal or stream, and the fact that the tank has just been pumped and the house has been vacant for some time, I feel that there is no risk in occupying the home until the sewer can be connected. Let's be honest, it's been this way for 60 years or better; what difference will six more months really make? I would strongly recommend that the system be disconnected within six months or less. There will be problems in the near future with the continued use of this system. If there are any further questions, please feel free to call. Thank you.

Sincerely,



Todd Brackman  
Maas & Sons  
Water Works & Plumbing

EXHIBIT

A

**LEGAL DESCRIPTION**

Description of Property situated in the County of Racine, State of Wisconsin:

Parcels 1, 2 and 3 of Certified Survey Map No. 1269, recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 15, 1987 in Volume 4 of Certified Survey Maps, Page 16, as Document No. 1242359 and being a part of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East. Said land being in the Village of Caledonia, Racine County, Wisconsin.

The following is for informational purposes only:

Address: 6507 Middle Road

Tax Key No. 104-04-23-17-048-010 and 104-04-23-17-048-020 and 104-04-23-17-048-030



CERTIFIED SURVEY MAP NO. 1269

PART OF THE SW 1/4 OF THE NW 1/4 OF SEC. 17, T. 4 N., R. 23 E., IN THE TOWN OF CALEDONIA, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, WALTER R. MADSEN, hereby certify that I have prepared this Certified Survey Map, the exterior boundaries of which are described as: That part of the Southwest 1/4 of the Northwest 1/4 of Section 17, Township 4 North, Range 23 East, in the Town of Caledonia, Racine County, Wisconsin, bounded as follows: Begin at the West 1/4 corner of said Section; run thence N00°21'10"W 333.39 feet along the West line of said Section and the centerline of Middle Road to the Northwest corner of the South 1/4 of the South 1/4 of the South 1/4 of said Northwest 1/4; thence S89°07'59"E 869.32 feet parallel with the East-West 1/4 line of said Section; run thence S26°50'16"W 78.56 feet; thence S62°07'46"W 70.12 feet; thence S79°41'58"W 94.18 feet; thence S25°35'39"W 241.89 feet to the East-West 1/4 line of said Section; thence S89°07'59"W 572.63 feet to the point of beginning. Containing 5.312 acres. DEDICATING the West 33 feet for highway purposes.

That I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and Section 8.06 of the Racine County Land Division Control Ordinance.

August 10, 1987



Walter R. Madsen  
Walter R. Madsen  
1339 Washington Avenue  
Racine, Wisconsin 53403

OWNER'S CERTIFICATE OF DEDICATION

As Owner, I hereby certify that I caused the land described above to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the requirements of Section 8.06 of the Racine County Land Division Control Ordinance. WITNESS the hand and seal of said Owner this 15<sup>th</sup> day of October, 1987.

Delores J. Bostle  
WITNESS

Helen M. Schutten  
Helen M. Schutten  
151 Lakefield Court  
Racine, Wisconsin 53402

TOWN'S CERTIFICATE

APPROVED as a Certified Survey Map this 15<sup>th</sup> day of October, 1987.

Anne Smith  
Anne Smith, Clerk  
TOWN OF CALEDONIA

CITY'S CERTIFICATE

APPROVED as a Certified Survey Map this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

THE CITY OF RACINE HAS WAIVED ITS EXTRATERRITORIAL RIGHTS.

Anthony J. Schlaffer  
Anthony J. Schlaffer, Clerk  
CITY OF RACINE

COUNTY'S CERTIFICATE

APPROVED as a Certified Survey Map this 9<sup>th</sup> day of SEPTEMBER, 1987.

Arnold L. Clement  
Arnold L. Clement, Director of  
Planning & Development  
RACINE COUNTY

## EXHIBIT Z

### MOTION:

Municipal sanitary service, provided by the Village of Caledonia Sanitary Sewer Utility District, is available to the property (the "Property") owned by Ms. Nancy Buck (the "Owner") and located at 6507 Middle Road, Racine, Wisconsin 53402, Parcel No. 104-04-23-17-048-030.

The Property is improved with a single-family residence, and presently has a private sanitary sewer system that has failed to properly function.

The municipal sanitary sewer service available to now serve the Property is the terminus point of the Caledonia municipal sanitary sewer system (the "System") located at the Southwest corner of Stephan Road and Middle Road, and the Property may connect to the System at this location through a long lateral (the "Lateral").

The Owner may connect the Property to the System, through the Lateral:

- 1) Through a private construction project (the "Project") undertaken by the Owner, at the Owner's own cost and expense;
- 2) Subject to plan to be prepared by the Owner's contractor, that is retained by the Owner, which is approved by the Caledonia Utility District prior to the Project being undertaken;
- 3) With the Project then to be undertaken in conformance with the approved plan and the ordinances of the Village of Caledonia.

Once the Property is so connected to the System through the Lateral, the Owner shall, at the Owner's own cost and expense:

- 1) Connect the single-family residence on the Property to the System, through an extension of the Lateral to the residence; and
- 2) Abandon the private sanitary sewer facility on the Property that has failed;
- 3) All in accordance with the ordinances of the Village of Caledonia.





