



## **VILLAGE OF CALEDONIA UTILITY DISTRICT MEETING AGENDA**

**Wednesday, March 1, 2023 – 6:00 p.m.**  
**Caledonia Village Hall – 5043 Chester Lane**  
**THIS WILL BE AN IN-PERSON MEETING**

- 1. Meeting Called to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
  - a. Utility District Regular Meeting – February 1, 2023
- 4. Citizen Comments**
- 5. Communications and Announcements**
  - a. Racine Water Utility Agenda & Minutes
  - b. Racine Wastewater Utility Agenda & Minutes
  - c. Utility Operator Staffing Update
- 6. Approval of O&M Bills**
  - a. O&M Bills related to the Sewer, Water & Storm Water Utility District
- 7. Project Updates**
  - a. Construction Contract Status
  - b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade
  - c. Annual Televising Program – Sanitary Sewer
  - d. Water Impact Fee / Sewer Connection Fee Update
  - e. Hoods Creek Attenuation Basin Expansion
  - f. Central Lift Station Safety Site & Attenuation Basin
  - g. North Kremer Watermain Project
  - h. Dominican Lift Station Rehab Project
  - i. Concord Apartments Meter Vault
  - j. Washington Meadows Watermain Project
  - k. TID #4 Elevated Storage Tank & Adams Road Watermain
  - l. Hoods Creek – Aldebaran Brushing Project
  - m. Douglas Avenue OMG Ditch Project
  - n. Turtle Creek Restoration
  - o. Westview Village Storm Improvements
- 8. Action Items**
  - a. Authorization of Signatures – Bluffside Development Agreement
  - b. Change Order #2 – STH 32 Stream Restoration Project
  - c. Change Order #2 – North Kremer Watermain Project
  - d. Change Order #3 – North Kremer Watermain Project
  - e. Change Order #4 – North Kremer Watermain Project
  - f. Utility Operator in Training Step Incentive Structure & Utility Operator Step Incentive Structure
- 9. Adjournment**

**Village of Caledonia Utility District Meeting  
February 1, 2023**

- 1. Meeting Called to Order** – The Regular Meeting of the Village of Caledonia Utility District was held on Wednesday, February 1, 2023. The meeting was called to order by President Howard Stacey at 6:00pm.
- 2. Roll Call** – Those present were President Howard Stacey, Commissioners Michael Pirk, Robert Kaplan, John Strack and Trustee Wishau. Commissioner Minto was excused and Commissioner Ruffalo was absent. Also, present were Utility Operations Supervisor Robert Lui, and Public Services Director Anthony Bunkelman.
- 3. Approval of Minutes**
  - a. Upon a motion by Commissioner Kaplan and seconded by Commissioner Strack, the Commission approved the minutes from the Utility District's previous regular meeting held January 11, 2023. A copy of the minutes has been furnished to each Commissioner. **Motion carried.**
- 4. Citizens Comments**

None
- 5. Communications and Announcements**
  - a. **Racine Water Utility Agenda & Minutes**

The Commission looked over the agenda and minutes from the January 17<sup>th</sup> meeting of the Racine Water Utility. Director Bunkelman gave a brief summary of the action taken by the Utility.
  - b. **Racine Wastewater Utility Agenda & Minutes**

The Commission looked over the agenda and minutes from the January 17<sup>th</sup> meeting of the Racine Wastewater Utility. Director Bunkelman gave a brief summary of the action taken by the Utility.
  - c. **Utility Operator Staffing Update**

Director Bunkelman informed the Commission that the Operator and Operator in Training Position were posted and that a few applications were received. Staff will be reviewing the applicants.
- 6. Approval of O&M Bills**
  - a. Trustee Wishau moved to approve of the Sewer Utility Invoices in the amount of \$959,557.69. Seconded by Commissioner Pirk. **Motion carried.**
  - b. Trustee Wishau moved to approve of the Water Utility Invoices in the amount of \$617,613.29. Seconded by Commissioner Pirk. **Motion carried.**
  - c. Trustee Wishau moved to approve of the Storm Water Utility Invoices in the amount of \$102,322.11. Seconded by Commissioner Pirk. **Motion carried.**

## **7. Project Updates**

### **a. Construction Contract Status**

The current contract statuses were shared with the Commissioners.

### **b. Riverbend Lift Station Safety Site, Lift Station & Forcemain Upgrade**

Working on Facility Plan. Revising the Facility Plan to update the modeling. No storage necessary until 2040. This was achieved by reviewing the map for development.

### **c. Annual Televising Program – Sanitary Sewer**

Continuing to perform repairs that staff can perform.

### **d. Water Impact Fee / Sewer Connection Fee Update**

Reviewing information received.

### **e. Hoods Creek Attenuation Basin Expansion**

Pouring hatch walls and setting hatches. Grinding of channels, as necessary. Pouring fillets as necessary for washouts. Caulking of joints continues. Wet well work has been completed. Piping for Pump #3 has been done. Mechanical work continues. Startup of pump #3 scheduled for 2/3. Utility has been working on programming. Testing begins on 2/2. Substantial completion approximately early June.

### **f. Central Lift Station Safety Site & Attenuation Basin**

Design continues. Met with Foth on 2/1 to discuss some design decisions. Exploring the possibility of a Clean Water Fund Loan for the Project. Will be performing Soil Tests and setting up a Pump Assessment. Proposed to be bid in December 2023 with Construction March 2024 – September 2025.

### **g. North Kremer Watermain Project**

Awaiting Final Pay Request.

### **h. Dominican Lift Station Rehab Project**

LW Allen anticipates the second week of February for the pump to be delivered.

### **i. Concord Apartments Meter Vault**

Head installed on Master Meter. Will keep other meters in to compare the water loss anticipated. Restoration to be completed in the Spring around the meter pit.

### **j. Washington Meadows Watermain**

Balance of project will be performed in 2023.

### **k. TID #4 Elevated Storage Tank & Adams Road Watermain**

Had meeting with Development Director to discuss setbacks, landscaping and permitting procedure through Plan Commission. Will need Site Plan Approval & Conditional Use Permit. Will be supplying applications soon for necessary approvals. The Water Study should be completed next week. The Watermain and site plans are approximately 50% complete.

**l. Hoods Creek – Aldebaran Brushing Project**

Left message with Contractor about starting work.

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

Contractor looking to start grading next week pending weather. Excavated material will be brought to Crawford Park for future sledding hill. Coordinating with Riley as necessary.

**n. Turtle Creek Restoration**

Southern Wisconsin Appraisal scheduling meetings for appraisals.

**o. Westview Village Storm Improvements**

Contractor completed work. Will need to perform any final restoration / touch up in Spring. Will need to process a Change Order for time when received.

**8. Action Items**

**a. Change Order – Erie Street Sanitary Sewer Improvements Project**

Director Bunkelman explained that this was a miscellaneous quantities Change Order for the project.

Trustee Wishau moved to approve Change Order #8 in the amount of \$39,228.92 for the Erie Street Sanitary Sewer Improvements Project. Seconded by Commissioner Kaplan. **Motion carried.**

**b. Final Acceptance – Erie Street Sanitary Sewer Improvements Project**

Director Bunkelman stated that the project has been completed and the project is ready to be accepted.

Trustee Wishau moved to recommend Final Acceptance of the Erie Street Sanitary Sewer Improvement Project. Seconded by Commissioner Pirk. **Motion carried.**

**c. Approval – Caledonia Corporate Park Infrastructure Plans**

Director Bunkelman provided a summary of the proposed development and discussed the proposed plans for the Sanitary Sewer, Watermain, Storm Sewer, and Public Road Improvements. The Plans have been reviewed and are ready for approval.

Trustee Wishau moved to approve the Infrastructure Plans for the Caledonia Corporate Park subject to the Design Engineer providing a Professional Engineer stamped plan. Seconded by Commissioner Pirk. **Motion carried.**

**9. Adjournment**

Upon a motion by Commissioner Kaplan and seconded by Trustee Wishau, the Commission moved to adjourn the regular meeting at 6:35pm. **Motion carried.**

Respectively submitted,  
Anthony A. Bunkelman P.E. Public Services Director



# City of Racine

City Hall  
730 Washington Ave.  
Racine, WI 53403  
[www.cityofracine.org](http://www.cityofracine.org)

## Meeting Agenda Waterworks Commission

---

Wednesday, February 15, 2023

4:00 PM

City Hall Annex, Room 227

---

### ROLL CALL

[0104-23](#)

**Subject:** Approval of Minutes for the January 17, 2023, Meeting

**Attachments:** [water minutes 01.17.23](#)

[0578-22](#)

**Subject:** Preliminary Budget Expenditures for December 2022

**Attachments:** [prelim financ statements rwu](#)

[0107-23](#)

**Subject:** Bid Opening Results on Contract W-23-3, 2023 Lead Service Replacements

**Attachments:** [bid results w-23-3](#)

[0108-23](#)

**Subject:** Bid Opening Results on Contract W-23-4, Water Main Replacements - Phase 3

**Attachments:** [bid results w-23-4](#)

[0109-23](#)

**Subject:** Approval of Stipulation Agreement to Final Payment on Contract W-21-4, Pavement Restoration, Conventional Concrete (Contractor)

**Attachments:** [ccs stipulation & agreemt\\_w-21-4](#)

### Adjournment

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



# City of Racine

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

## Meeting Minutes - Draft

### Waterworks Commission

---

Wednesday, February 15, 2023

4:00 PM

City Hall Annex, Room 227

---

#### ROLL CALL

**PRESENT:** 6 - Natalia Taft, John Tate II, Matthew Rejc, Paul Vornholt, Trevor Jung and Jason Meekma

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

[0104-23](#)

**Subject:** Approval of Minutes for the January 17, 2023, Meeting

**Recommendation:** To Approve

**A motion was made by Meekma, seconded by Jung, that this file be Approved**

[0578-22](#)

**Subject:** Preliminary Budget Expenditures for December 2022

**Recommendation:** To Receive & File

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

**A motion was made by Jung, seconded by City Administrator Vornholt, that this file be Received and Filed**

[0107-23](#)

**Subject:** Bid Opening Results on Contract W-23-3, 2023 Lead Service Replacements

**Recommendation:** To Approve

*The Water Utility Director submitted the bid results on Contract W-23-3, in the amount of \$278,725.00 and recommended approval to the lowest responsible bidder, that being Reesman's Excavating. The Water Utility Director is authorized and directed to execute the contract on behalf of the Water Utility.*

**A motion was made by City Administrator Vornholt, seconded by Meekma, that this file be Approved**

[0108-23](#)

**Subject:** Bid Opening Results on Contract W-23-4, Water Main Replacements - Phase 3

**Recommendation:** To Approve

*The Water Utility Director submitted the bid results on Contract W-23-4, in the amount of \$1,067,705.00 and recommended approval to the lowest responsible bidder, that being Reesman's Excavating. The Water Utility Director is authorized and directed to*

*execute the contract on behalf of the Water Utility.*

**A motion was made by Rejc, seconded by Jung, that this file be Approved**

[0109-23](#)

**Subject:** Approval of Stipulation Agreement to Final Payment on Contract W-21-4, Pavement Restoration, Conventional Concrete (Contractor)

**Recommendation:** To Approve

*The Waterworks Commission approved final payment to Contract W-21-4 on October 17, 2022, with a withholding of \$12,751.00 as a potential penalty for Contractor non-compliance with the City of Racine Works Program. The City Attorney's Office has finalized the Stipulation and Agreement with the Contractor with terms of a total monetary penalty of \$10,000, of which \$7,650 was actual retainage withheld by the Water Utility, and the remaining \$2,350 was paid to the Utility on February 8, 2023. The City Attorney's Office requests approval of the Stipulation and Agreement.*

**A motion was made by City Administrator Vornholt, seconded by Jung, that this file be Approved**

## **Adjournment**

*There being no further business, the meeting was adjourned at 4:13 p.m.*



# City of Racine

City Hall  
730 Washington Ave.  
Racine, WI 53403  
[www.cityofracine.org](http://www.cityofracine.org)

## Meeting Agenda Wastewater Commission

---

Wednesday, February 15, 2023

4:30 PM

City Hall, Room 207 A/B

---

### ROLL CALL

[0124-23](#)

**Subject:** Approval of Minutes for the January 17, 2023, Meeting

**Attachments:** [ww minutes 01.17.23](#)

[0125-23](#)

**Subject:** Preliminary Budget Expenditures for December 2022

**Attachments:** [prelim finandl statements rwww](#)

[0126-23](#)

**Subject:** Request Authority for Wastewater Director to sign License to Use Property/Hold Harmless Agreement with the City of Racine

**Attachments:** [license to use real estate hh agreemt with city](#)

[0127-23](#)

**Subject:** Approval of Amendment to General Engineering Agreement with Brown & Caldwell for 2023

**Attachments:** [brown & caldwell amendmt #1](#)

[0128-23](#)

**Subject:** Bid Opening Results on Contract A-22, Chicory Road Area Sewer Improvements

**Attachments:** [bid opening results\\_contract A-22](#)

[0129-23](#)

**Subject:** Request Permission to accept Grant Funds from Focus on Energy related to Contract B-22, UV Disinfection Upgrades

**Attachments:** [focus on energy\\_contract B-22](#)

[0130-23](#)

**Subject:** Bid Opening Results on Contract B-22, UV Disinfection Upgrades

**Attachments:** [bid opening results\\_contract B-22](#)

[0131-23](#)

**Subject:** Request Permission to accept Grant Funds from Focus on Energy related to Contract C-22, Engine/Blower Project

[0132-23](#)      **Subject:** Bid Opening Results on Contract C-22 Engine/Blower Project

**Attachments:**      [bid opening results\\_contract C-22](#)

[0133-23](#)      **Subject:** Bid Opening Results on Contract D-22, Biogas Conditioning Project

**Attachments:**      [bid opening results\\_contract D-22](#)

[0134-23](#)      **Subject:** Request Approval of Construction Engineering Contract with SEH related to Contract D-22, Biogas Conditioning Project

**Attachments:**      [seh\\_supplemental letter agreemt\\_biogas condit proj](#)

[0135-23](#)      **Subject:** Amendment of Resolution Authorizing Purchase of Land and Easements Related to Chicory Road Area Sewer Improvements Project

**Attachments:**      [chicory road sip\\_amended resolutn & csm](#)

## CLOSED SESSION

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

[0136-23](#)      **Subject:** Communication sponsored by Alder Taft requesting the Wastewater Commission meet regarding bargaining and development opportunities, which, for competitive and bargaining reasons, require a closed session.

## OPEN SESSION

### Adjournment

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



# City of Racine

City Hall  
730 Washington Ave.  
Racine, WI 53403  
[www.cityofracine.org](http://www.cityofracine.org)

## Meeting Minutes - Draft Wastewater Commission

---

Wednesday, February 15, 2023

4:30 PM

City Hall, Room 207 A/B

---

### ROLL CALL

**PRESENT:** 9 - Natalia Taft, John Hewitt, Robert Lui, Claude Lois, John Tate II, Matthew Rejc, Paul Vornholt, Trevor Jung and Jason Meekma

**EXCUSED:** 3 - Stacy Sheppard, Dean Rosenberg and Cory Mason

[0124-23](#)

**Subject:** Approval of Minutes for the January 17, 2023, Meeting

**Recommendation:** To Approve

A motion was made by Lois, seconded by Hewitt, that this file be Approved

[0125-23](#)

**Subject:** Preliminary Budget Expenditures for December 2022

**Recommendation:** To Receive & File

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

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

[0126-23](#)

**Subject:** Request Authority for Wastewater Director to sign License to Use Property/Hold Harmless Agreement with the City of Racine

**Recommendation:** To Approve

*Wastewater Utility Director presented standard Hold Harmless Agreement drafted by the Department of City Development, which lays out land-use terms and parameters of legal protection during the time frame that the Utility will temporarily be using an alternate location at 1831 Phillips Avenue for the 2023 Household Hazardous Waste (HHW) events.*

A motion was made by Hewitt, seconded by Meekma, that this file be Approved

[0127-23](#)

**Subject:** Approval of Amendment to General Engineering Agreement with Brown & Caldwell for 2023

**Recommendation:** To Approve

*The Wastewater Utility Director presented amendment to original consulting contract with Brown and Caldwell from April 12, 2022, for miscellaneous engineering services.*

*This amendment will add an additional, not to exceed, amount of \$50,000 to the original proposal on a time and material basis.*

**A motion was made by Lois, seconded by Alternate Vornholt, that this file be Approved**

[0128-23](#)

**Subject:** Bid Opening Results on Contract A-22, Chicory Road Area Sewer Improvements

**Recommendation:** To Approve

*The Wastewater Utility Director submitted the bid results on Contract A-22, in the amount of \$4,743,639.00 and recommended approval to the lowest responsible bidder, that being A.W. Oakes & Son, Inc. The Wastewater Utility Director is authorized and directed to execute the contract on behalf of the Wastewater Utility*

**A motion was made by Lui, seconded by Lois, that this file be Approved**

[0129-23](#)

**Subject:** Request Permission to accept Grant Funds from Focus on Energy related to Contract B-22, UV Disinfection Upgrades

**Recommendation:** To Approve

*The Wastewater Utility Director requested acceptance of a Focus on Energy grant total of \$77,097.35, related to projected energy savings from the new UV disinfection equipment installation project.*

**A motion was made by Alternate Vornholt, seconded by Lois, that this file be Approved**

[0130-23](#)

**Subject:** Bid Opening Results on Contract B-22, UV Disinfection Upgrades

**Recommendation:** To Approve

*The Wastewater Utility Director submitted the bid results on Contract B-22, in the amount of \$11,998,243.00 and recommended approval to the sole and lowest responsible bidder, that being Lee Mechanical Inc. The Wastewater Utility Director is authorized and directed to execute the contract on behalf of the Wastewater Utility.*

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

[0131-23](#)

**Subject:** Request Permission to accept Grant Funds from Focus on Energy related to Contract C-22, Engine/Blower Project

**Recommendation:** To Approve

*The Wastewater Utility Director requested acceptance of a Focus on Energy grant related to projected energy savings from the installation of new engine/blower equipment. The actual grant award total is to be determined pending if the project*

*qualifies for energy savings (\$70,000 to \$150,000) or a renewable energy project (up to \$200,000).*

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

[0132-23](#)

**Subject:** Bid Opening Results on Contract C-22 Engine/Blower Project

**Recommendation:** To Approve

*The Wastewater Utility Director submitted the bid results on Contract C-22, in the amount of \$5,295,000.00 and recommended approval to the lowest responsible bidder, that being August Winter & Sons. The Wastewater Utility Director is authorized and directed to execute the contract on behalf of the Wastewater Utility.*

**A motion was made by Lois, seconded by Alternate Vornholt, that this file be Approved**

[0133-23](#)

**Subject:** Bid Opening Results on Contract D-22, Biogas Conditioning Project

**Recommendation:** To Approve

*The Wastewater Utility Director submitted the bid results on Contract D-22, in the amount of \$1,853,000.00 and recommended approval to the lowest responsible bidder, that being Lee Mechanical, Inc. The Wastewater Utility Director is authorized and directed to execute the contract on behalf of the Wastewater Utility.*

**A motion was made by Hewitt, seconded by Rejc, that this file be Approved**

[0134-23](#)

**Subject:** Request Approval of Construction Engineering Contract with SEH related to Contract D-22, Biogas Conditioning Project

**Recommendation:** To Approve

*The Wastewater Utility Director presented a proposal from SEH pertaining to engineering construction related services for the Biogas Conditioning Project management oversight on Contract D-22. Cost of the proposal is not to exceed \$241,100.00.*

**A motion was made by Alternate Vornholt, seconded by Lois, that this file be Approved**

[0135-23](#)

**Subject:** Communication sponsored by Alder Taft, submitting the Amendment of Resolution Authorizing Purchase of Land and Easements Related to Chicory Road Area Sewer Improvements Project

**Recommendation of the Wastewater Commission on 01/17/2023:**

That the Consideration and Approval of Resolution Authorizing Purchase of Land and Easements Related to Chicory Road Sewer Improvements Project, be Approved & Referred to the Finance & Personnel Committee.

**Recommendation of the Finance and Personnel Committee on**

**01/30/2023:** That the Wastewater Commission be allowed Consideration and Approval of Resolution Authorizing Purchase of Land and Easements Related to Chicory Road Sewer Improvements Project.

**Recommendation of the Wastewater Commission on 02/15/2023:**

That the Amendment of Resolution Authorizing Purchase of Land and Easements Related to Chicory Road Area Sewer Improvements Project be Approved and Referred to the Finance & Personnel Committee.

**Fiscal Note:** The amended negotiated agreed cost with the property owner, KJJ Real Estate LLC, is \$109,974.00, based on independent appraisal.

*This item was originally approved at the January 17, 2023, Commission meeting; however, the Wastewater Utility Director relayed that due to a calculation error found during the certified survey map (CSM) process, that an additional 3586 sq. ft. at a cost of \$6,260.00 is needed to construct the storage tank. The amendment changes the 0.673 acre at \$103,700.00 to 0.755 acres at \$109,960.00*

**A motion was made by Tate II, seconded by Alternate Vornholt, that this file be Referred to the Finance and Personnel Committee**

**CLOSED SESSION**

**A motion was made to enter into Closed Session by Vornholt, seconded by Hewitt.**

**AYES:**

Tate  
Taft  
Meekma  
Jung  
Rejc  
Vornholt  
Lois  
Hewitt  
Lui

[0136-23](#)

**Subject:** Communication sponsored by Alder Taft requesting the Wastewater Commission meet regarding bargaining and development opportunities, which, for competitive and bargaining reasons, require a closed session.

**Recommendation:** To Receive & File

*Closed Session Discussion*

**OPEN SESSION**

A motion was made to enter into Open Session by Vornholt, seconded by Tate

**AYES:**

Tate

Taft

Meekma

Jung

Rejc

Vornholt

Lois

Hewitt

Lui

A motion was made by Lui, seconded by Tate that this file be Received and Filed.

### **Adjournment**

*There being no further business, the meeting was adjourned at 5:48 p.m.*

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>A.W. OAKES &amp; SONS, INC</b>							
Storm Water Utility Fund	9	A.W. OAKES & SONS, INC	PAY APP # 1	HWY 32 STREAM RESTORATIO	01/23/2023	33,634.75	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	9	A.W. OAKES & SONS, INC	PAY APP # 2	HWY 32 STREAM CROSSING	01/24/2023	49,128.30	502-00-65154 HWY 32 Stream Restoration
Total A.W. OAKES & SONS, INC:						82,763.05	
<b>ACH - SIMPLIFILE, LC</b>							
Storm Water Utility Fund	768	ACH - SIMPLIFILE, LC	JAN 2023	STORM WATER DRAINAGE EAS	01/12/2023	35.25	502-00-61100 Legal Fees
Total ACH - SIMPLIFILE, LC:						35.25	
<b>AMERICAN LEAK DETECTION</b>							
Water Utility Fund	79	AMERICAN LEAK DETECTION	91608	GOLEYS LANE LEAK DETECTIO	10/05/2022	635.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	79	AMERICAN LEAK DETECTION	92098	OH DENNIS SALOON LEAK DET	11/01/2022	450.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	79	AMERICAN LEAK DETECTION	93134	ERIE ST. / KENTWOOD LEACK	11/07/2022	450.00	500-00-64240 Building Repairs & Maintenance
Total AMERICAN LEAK DETECTION:						1,535.00	
<b>AUGUST WINTER &amp; SONS, INC</b>							
Sewer Utility Fund	9246	AUGUST WINTER & SONS, INC	PAY APP # 5	DOMINICAN LS UPGRADE	01/17/2023	17,190.00	501-18739-000 CIP-Dominican Lift Station
Total AUGUST WINTER & SONS, INC:						17,190.00	
<b>BADGER METER INC.</b>							
Water Utility Fund	163	BADGER METER INC.	1552160	CONCORD APTS METER PART	01/13/2023	3,651.80	500-18701-107 CIP - Meters
Water Utility Fund	163	BADGER METER INC.	1552812	13301 4 MILE METER	01/17/2023	721.11	500-18701-107 CIP - Meters
Total BADGER METER INC.:						4,372.91	
<b>CORE &amp; MAIN LP</b>							
Water Utility Fund	405	CORE & MAIN LP	S179798	CURBSTOP REPAIR PARTS	01/12/2023	961.40	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	405	CORE & MAIN LP	S201173	WATERMAIN REPAIR PARTS	01/12/2023	2,734.72	500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP:						3,696.12	
<b>DIGGERS HOTLINE</b>							
Water Utility Fund	519	DIGGERS HOTLINE	230 1 68901 P	2023 LOCATES PRE PAYMENT	01/16/2023	1,288.83	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	519	DIGGERS HOTLINE	230 1 68901 P	2023 LOCATES PRE PAYMENT	01/16/2023	1,288.83	501-00-64240 Building Repairs & Maintenance
Storm Water Utility Fund	519	DIGGERS HOTLINE	230 1 68901 P	2023 LOCATES PRE PAYMENT	01/16/2023	1,288.84	502-00-64240 Building Repairs & Maintenance

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total DIGGERS HOTLINE:						3,866.50	
<b>EAGLE EXCAVATING &amp; GRADING, LLC</b>							
Storm Water Utility Fund	2412	EAGLE EXCAVATING & GRADING	5399	INSTALL CULVERT 8706 NICHOLSON	01/23/2023	500.00	502-00-64240 Building Repairs & Maintenance
Total EAGLE EXCAVATING & GRADING, LLC:						500.00	
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>							
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & ENVIRONMENTAL	82016	STH 32 STREAM RESTORATION	01/31/2023	4,825.25	502-00-65154 HWY 32 Stream Restoration
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & ENVIRONMENTAL	82017	WESTVIEW VILLAGE STORMWATER	01/30/2023	172.50	502-00-65156 Westview Village Storm
Storm Water Utility Fund	666	FOTH INFRASTRUCTURE & ENVIRONMENTAL	82018	TURTLE CREEK RESTORATION	01/31/2023	1,757.20	502-00-65155 Turtle Creek Restoration
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						6,754.95	
<b>G &amp; F EXCAVATING</b>							
Water Utility Fund	687	G & F EXCAVATING	35652	INDIAN TRAIL WATERBREAK	01/18/2023	3,398.13	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35661	4812 LORA ST; INSTALL CLAY DRAIN	01/24/2023	1,948.50	500-18735-107 CIP - North Kremer Watermain
Sewer Utility Fund	687	G & F EXCAVATING	35662	REPAIR SEWER AT FINISHING TANK	01/24/2023	1,260.00	501-00-64240 Building Repairs & Maintenance
Total G & F EXCAVATING:						6,606.63	
<b>LIGHTHOUSE COMMUNICATIONS</b>							
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIONS	1210123	4TH QTR. 2022 UTILITY BILLING	01/21/2023	3,295.77	500-00-64040 Postage & Shipping
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIONS	1210123	4TH QTR. 2022 UTILITY BILLING	01/21/2023	3,295.77	501-00-64040 Postage & Shipping
Water Utility Fund	1170	LIGHTHOUSE COMMUNICATIONS	1210123	4TH QTR. 2022 UTILITY BILLING	01/21/2023	1,151.54	500-00-64030 Office Supplies
Sewer Utility Fund	1170	LIGHTHOUSE COMMUNICATIONS	1210123	4TH QTR. 2022 UTILITY BILLING	01/21/2023	1,151.54	501-00-64030 Office Supplies
Total LIGHTHOUSE COMMUNICATIONS:						8,894.62	
<b>MIRON CONSTRUCTION CO., INC.</b>							
Sewer Utility Fund	9227	MIRON CONSTRUCTION CO., INC.	PAY APP # 6	HOODS CREEK BASIN; PAY APP	01/24/2023	471,546.00	501-18736-000 CIP-Hoods Creek Attenuation
Total MIRON CONSTRUCTION CO., INC.:						471,546.00	
<b>OAK CREEK WATER UTILITY</b>							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5149	JAN-23 BAC "T" SAMPLES	01/23/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						365.00	

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>PTS CONTRACTORS, INC.</b>							
Water Utility Fund	9106	PTS CONTRACTORS, INC.	PAY APP # 6	N. KREMER WATERMAIN REPL	01/24/2023	161,792.39	500-18735-107 CIP - North Kremer Watermain
Total PTS CONTRACTORS, INC.:						161,792.39	
<b>RACINE WATER &amp; WASTEWATER UTILITIES</b>							
Water Utility Fund	1574	RACINE WATER & WASTEWATE	16587	OCT, NOV & DEC 2022 SAMPLE	01/17/2023	1,350.00	500-00-62560 Water Sampling and Testing
Sewer Utility Fund	1574	RACINE WATER & WASTEWATE	9092	Q4-22; SEWER TREATMENT	01/23/2023	433,229.32	501-00-62550 Sewer Treatment Charges
Total RACINE WATER & WASTEWATER UTILITIES:						434,579.32	
<b>REESMANS EXCAVATING &amp; GRADING</b>							
Water Utility Fund	1610	REESMANS EXCAVATING & GR	PAY APP # 1 W	WASHINGTON MEADOWS WAT	01/17/2023	361,930.00	500-18737-107 CIP - WASHINGTON MEADOWS
Total REESMANS EXCAVATING & GRADING:						361,930.00	
<b>UTILITY VENDOR REFUND</b>							
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	003-0170-00	UTILITY BILL REFUND (DOUBLE	01/25/2023	170.00	501-00-46251 Residential Service
Total UTILITY VENDOR REFUND:						170.00	
<b>WANASEK CORP</b>							
Storm Water Utility Fund	2097	WANASEK CORP	PAY APP # 3	WESTVIEW VILLAGE; STORM I	01/17/2023	2,688.12	502-00-65156 Westview Village Storm
Total WANASEK CORP:						2,688.12	
<b>WAREHOUSE DIRECT</b>							
Water Utility Fund	2099	WAREHOUSE DIRECT	5417859-0	PAPER, STAPLES, FILES	01/20/2023	125.58	500-00-64030 Office Supplies
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5417859-0	PAPER, STAPLES, FILES	01/20/2023	125.58	501-00-64030 Office Supplies
Total WAREHOUSE DIRECT:						251.16	
<b>WISCONSIN DOCUMENT IMAGING</b>							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	195165	MAINT CONTRACT USAGE (11/2	01/03/2023	81.98	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	195165	MAINT CONTRACT USAGE (11/2	01/03/2023	81.98	501-00-64060 Copying & Printing
Total WISCONSIN DOCUMENT IMAGING:						163.96	
Grand Totals:						1,569,700.98	
		<b>Total Payments By Fund</b>					
		Sewer Utility Fund	\$	929,339.02			
		Storm Water Fund		94,030.21			
		Water Utility Fund		546,331.75			
		<b>Total Payments</b>		<b>\$1,569,700.98</b>			

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
------	--------	-------------	----------------	-------------	--------------	-----------------------	----------------------

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
<b>A.W. OAKES &amp; SONS, INC</b>							
Storm Water Utility Fund	9	A.W. OAKES & SONS, INC	32806	PAY APP 3 - STH 32	02/20/2023	124,555.45	502-00-65154 HWY 32 Stream Restoration
Total A.W. OAKES & SONS, INC:						124,555.45	
<b>ACH - SUPERFLEET</b>							
Water Utility Fund	1730	ACH - SUPERFLEET	01/20/2023	JAN-23; FUEL PURCHASE	02/15/2023	139.30	500-00-63200 Fuel, Oil, Fluids
Sewer Utility Fund	1730	ACH - SUPERFLEET	01/20/2023	JAN-23; FUEL PURCHASE	02/15/2023	139.30	501-00-63200 Fuel, Oil, Fluids
Total ACH - SUPERFLEET:						278.60	
<b>BUILDING PERMIT REFUND VENDOR</b>							
Sewer Utility Fund	271	BUILDING PERMIT REFUND VE	2023-XX	24 JIM LIN LANE REIMBURSEM	02/23/2023	1,021.73	501-00-64190 Miscellaneous Expenses
Total BUILDING PERMIT REFUND VENDOR:						1,021.73	
<b>CORE &amp; MAIN LP</b>							
Water Utility Fund	405	CORE & MAIN LP	S044266	WATERMAIN RELAY PARTS	02/02/2023	790.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	405	CORE & MAIN LP	S201985	WATERMAIN REPAIR PARTS	02/03/2023	595.00	500-00-64240 Building Repairs & Maintenance
Water Utility Fund	405	CORE & MAIN LP	S305689	WATERMAIN REPAIR PARTS	02/02/2023	514.26	500-00-64240 Building Repairs & Maintenance
Total CORE & MAIN LP:						1,899.26	
<b>EHLERS INVESTMENT PARTNERS</b>							
Water Utility Fund	584	EHLERS INVESTMENT PARTNE	93031	2022 CONTINUING DISCLOSUR	01/16/2023	595.00	500-00-61000 Professional Services
Sewer Utility Fund	584	EHLERS INVESTMENT PARTNE	93031	2022 CONTINUING DISCLOSUR	01/16/2023	595.00	501-00-61000 Professional Services
Total EHLERS INVESTMENT PARTNERS:						1,190.00	
<b>FOTH INFRASTRUCTURE &amp; ENVIRO, LLC</b>							
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82019	DEC-22; RIVERBEND SAFETY S	01/30/2023	3,868.64	501-18725-000 CIP-Riverbend Safety Site
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82022	DEC-22; HOODS CREEK BASIN	01/30/2023	22,006.71	501-18736-000 CIP-Hoods Creek Attenuation
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82023	N. KREMER WATERMAIN RELA	01/30/2023	830.95	500-18735-107 CIP - North Kremer Watermain
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82026	DEC-22; WASHINGTON MEADO	01/30/2023	158.00	500-18737-107 CIP - WASHINGTON MEADOWS
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82027	DEC2-22; GIS MAPPING	01/30/2023	466.98	500-00-62103 Mapping
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82027	DEC-22; GIS MAPPING	01/30/2023	466.98	501-00-62103 Mapping
Water Utility Fund	666	FOTH INFRASTRUCTURE & EN	82028	DEC-22; GENERAL ENGINEERI	01/30/2023	1,054.84	500-00-61340 Engineering Design Charges
Sewer Utility Fund	666	FOTH INFRASTRUCTURE & EN	82028	DEC-22; GENERAL ENGINEERI	01/30/2023	4,192.84	501-00-61340 Engineering Design Charges

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title	
Total FOTH INFRASTRUCTURE & ENVIRO, LLC:						33,045.94		
<b>G &amp; F EXCAVATING</b>								
Water Utility Fund	687	G & F EXCAVATING	35675	ERIE / KENTWOOD WATERBRE	02/07/2023	5,247.50	500-00-64240	Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35686	9831 SARATOGA WATER BREA	02/17/2023	2,535.00	500-00-64240	Building Repairs & Maintenance
Water Utility Fund	687	G & F EXCAVATING	35690	ERIE / KENTWOOD WATERBRE	02/20/2023	10,435.00	500-00-64240	Building Repairs & Maintenance
Total G & F EXCAVATING:						18,217.50		
<b>GRAINGER</b>								
Sewer Utility Fund	3290	GRAINGER	9578570682	RIVERBEND L.S. CHECK VALVE	01/19/2023	245.85	501-00-64240	Building Repairs & Maintenance
Total GRAINGER:						245.85		
<b>KORTENDICK HARDWARE</b>								
Water Utility Fund	1096	KORTENDICK HARDWARE	155332	MISC SUPPLIES	01/17/2023	13.02	500-00-64070	Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	155332	MISC SUPPLIES	01/17/2023	13.03	501-00-64070	Work Supplies
Water Utility Fund	1096	KORTENDICK HARDWARE	155800	BLOWER FOR CLEANING L.S.	02/09/2023	71.55	500-00-64070	Work Supplies
Sewer Utility Fund	1096	KORTENDICK HARDWARE	155800	BLOWER FOR CLEANING L.S.	02/09/2023	71.55	501-00-64070	Work Supplies
Total KORTENDICK HARDWARE:						169.15		
<b>LANGE ENTERPRISES, INC.</b>								
Water Utility Fund	1135	LANGE ENTERPRISES, INC.	82960	NEW BARRICAIDE / SIGNS	02/14/2023	2,208.08	500-00-64240	Building Repairs & Maintenance
Sewer Utility Fund	1135	LANGE ENTERPRISES, INC.	82960	NEW BARRICADE / SIGNS	02/14/2023	1,472.06	501-00-64240	Building Repairs & Maintenance
Total LANGE ENTERPRISES, INC.:						3,680.14		
<b>MILWAUKEE METROPOLITAN SEWAGE DISTRICT</b>								
Sewer Utility Fund	1338	MILWAUKEE METROPOLITAN S	CC3-22	2022 CAPITAL CHARGE	12/21/2023	47,019.00	501-00-62550	Sewer Treatment Charges
Total MILWAUKEE METROPOLITAN SEWAGE DISTRICT:						47,019.00		
<b>NETWORK SPECIALIST OF RACINE, INC.</b>								
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43747	MAR-23; BACKUP	02/13/2023	125.00	500-00-64320	IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43747	MAR-23; BACKUP	02/13/2023	125.00	501-00-64320	IT Infrastructure
Water Utility Fund	1390	NETWORK SPECIALIST OF RAC	43756	MAR-23 OFFICE ANYWHERE	02/13/2023	250.00	500-00-64320	IT Infrastructure
Sewer Utility Fund	1390	NETWORK SPECIALIST OF RAC	43756	MAR-23 OFFICE ANYWHERE	02/13/2023	250.00	501-00-64320	IT Infrastructure

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total NETWORK SPECIALIST OF RACINE, INC.:						750.00	
<b>NORTHERN LAKE SERVICE, INC</b>							
Water Utility Fund	1411	NORTHERN LAKE SERVICE, IN	2300482	JAN-23; VILLAGE HALL BAC "T"	01/25/2023	27.50	500-00-62560 Water Sampling and Testing
Total NORTHERN LAKE SERVICE, INC:						27.50	
<b>OAK CREEK WATER UTILITY</b>							
Water Utility Fund	1423	OAK CREEK WATER UTILITY	5159	FEB-23; BAC "T" SAMPLES	02/06/2023	365.00	500-00-62560 Water Sampling and Testing
Total OAK CREEK WATER UTILITY:						365.00	
<b>SJE, INC.</b>							
Sewer Utility Fund	1119	SJE, INC.	CD99454812	DOMINICAN L.S. PUMP	10/07/2022	23,243.50	501-18739-000 CIP-Dominican Lift Station
Total SJE, INC.:						23,243.50	
<b>STRAND ASSOCIATES INC.</b>							
Storm Water Utility Fund	1893	STRAND ASSOCIATES INC.	0193636	PROFESSIONAL SERVICES JAN	02/21/2023	676.37	502-00-62101 MS4 - ILLICIT DISCHARGE
Total STRAND ASSOCIATES INC.:						676.37	
<b>TAPCO</b>							
Water Utility Fund	1930	TAPCO	1746696	NEW TRAFFIC CONTROLS	02/08/2023	291.28	500-00-64240 Building Repairs & Maintenance
Sewer Utility Fund	1930	TAPCO	1746696	NEW TRAFFIC CONTROLS	02/08/2023	194.18	501-00-64240 Building Repairs & Maintenance
Total TAPCO:						485.46	
<b>UTILITY VENDOR REFUND</b>							
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	009-3656-00	UTILITY BILL REFUND (DUPLIC	02/13/2023	170.00	501-00-46251 Residential Service
Water Utility Fund	8996	UTILITY VENDOR REFUND	100-0507-00	UTILITY BILL REFUND (DUPLIC	02/13/2023	51.01	500-00-46251 Residential Service
Water Utility Fund	8996	UTILITY VENDOR REFUND	100-0507-00	UTILITY BILL REFUND (DUPLIC	02/13/2023	14.43	500-00-46255 Public Fire Protection
Sewer Utility Fund	8996	UTILITY VENDOR REFUND	100-0507-00	UTILITY BILL REFUND (DUPLIC	02/13/2023	158.76	501-00-46251 Residential Service
Total UTILITY VENDOR REFUND:						394.20	
<b>WAREHOUSE DIRECT</b>							
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5437966-0	MISC OFFICE SUPPLIES	02/17/2023	92.45	501-00-64030 Office Supplies
Sewer Utility Fund	2099	WAREHOUSE DIRECT	5437966-0	MISC OFFICE SUPPLIES	02/17/2023	92.45	501-00-64030 Office Supplies

FUND	Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	GL Account and Title
Total WAREHOUSE DIRECT:						184.90	
<b>WISCONSIN DOCUMENT IMAGING</b>							
Water Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	198350	JAN-23; COPIER USE	01/30/2023	15.86	500-00-64060 Copying & Printing
Sewer Utility Fund	9249	WISCONSIN DOCUMENT IMAGI	198350	JAN-23; COPIER USE	01/30/2023	15.86	501-00-64060 Copying & Printing
Total WISCONSIN DOCUMENT IMAGING:						31.72	
Grand Totals:						257,481.27	

**Total Payments by Fund**

Sewer Utility Fund	\$105,454.89
Storm Water Utility Fund	\$125,231.82
Water Utility Fund	\$26,794.56
<b>TOTAL</b>	<b>\$257,481.27</b>

## North Kremer Watermain

Water

Contractor	PTS Contractors Inc		
Original Contract	\$	<b>2,681,000.00</b>	
Change Order #1	\$	(54,921.85)	-2.05%
Change Order #2	\$	28,297.32	1.06%
Change Order #3	\$	15,026.82	0.56%
Change Order #4	\$	38,771.67	1.45%
Total Change Orders	\$	27,173.96	1.01%
Current Contract	\$	<b>2,708,173.96</b>	
Pay Request #1	\$	573,596.56	
Retainage	\$	30,189.29	
Pay Request #2	\$	781,206.79	
Retainage	\$	36,835.71	
Pay Request #3	\$	340,809.90	
Pay Request #4	\$	542,749.45	
Pay Request #5	\$	303,018.87	
Pay Request #6	\$	161,792.39	
	\$	2,770,198.96	
Remaining on Contract (Including Retainage)	\$	5,000.00	0%
Design Engineering (2020 - 8/23/2021)	\$	<b>206,069.12</b>	7.69%
Construction Services (7/28/2021 to 11/16/2021)	\$	<b>98,024.74</b>	3.66%
G & F Excavating (Charles Street	\$	<b>2,535.00</b>	
Ray Hintz (Top Soil Charles Stree	\$	<b>24.00</b>	
Racine County (Pavement Repair Charles Street)			
Total Project Cost	\$	<b>3,014,826.82</b>	

## Dominican Lift Station Improvements

Sewer

Contractor	August Winter & Sons, Inc		
Original Contract	\$	<b>718,500.00</b>	
Change Order #1	\$	-	0.00%
Change Order #2	\$	4,560.00	0.63%
Change Order #3	\$	-	
Change Order #4	\$	1,382.00	0.19%
Current Contract	\$	<b>724,442.00</b>	0.82%
Pay Request #1	\$	66,667.77	
Retainage	\$	3,508.83	
Pay Request #2	\$	121,096.88	
Retainage	\$	6,373.52	
Pay Request #3	\$	228,397.30	
Retainage	\$	8,228.70	
Pay Request #4	\$	155,779.00	
Pay Request #5	\$	17,190.00	
Remaining on Contract (Including Retainage)	\$	135,311.05	19%
Design Engineering (3/29/2020 - 10/18/2021)	\$	<b>234,943.90</b>	32.70%
Construction Services			0.00%
Starnet (Building & Controls)	\$	93,496.00	
We Energies	\$	8,926.04	
Total Project Cost	\$	<b>1,061,807.94</b>	

## Hoods Creek Attenuation Basin Expansion

Sewer

Contractor	Miron Construction		
Original Contract	\$	<b>10,209,403.20</b>	
Change Order #1	\$	-	0.00%
Change Order #2	\$	-	0.00%
Change Order #3	\$	60,787.06	0.60%
Change Order #4	\$	8,210.32	0.08%
Change Order #5	\$	1,321.33	0.01%
Total	\$	70,318.71	0.69%
Current Contract	\$	<b>10,279,721.91</b>	
Pay Request #1	\$	503,595.85	
Retainage	\$	26,505.04	
Pay Request #2	\$	668,836.92	
Retainage	\$	35,201.95	
Pay Request #3	\$	2,856,043.90	
Retainage	\$	153,318.10	
Pay Request #4	\$	2,875,931.51	
Retainage	\$	41,729.67	
Pay Request #5	\$	1,505,021.00	
Pay Request #6	\$	471,546.00	
Remaining on Contract (Including Retainage)	\$	1,398,746.73	14%
Design Engineering (9/28/2020-5/26/2022)	\$	<b>431,789.35</b>	4.23%
Construction Services (5/26/2022-6/23/2022)	\$	<b>45,541.30</b>	0.45%
Gabriel Novac #1	\$	82,590.00	
Gabriel Novac #2	\$	165,180.00	
Gabriel Novac #3			
Total	\$	247,770.00	
Total Project Cost	\$	<b>11,004,822.56</b>	

## Washington Meadows Watermain

Water

Contractor	Reesman's		
Original Contract	\$	1,681,981.35	
Current Contract	\$	1,681,981.35	0.00%
Pay Request #1	\$	361,930.00	
Retainage	\$	19,048.95	
Remaining on Contract (Including Retainage)	\$	1,320,051.35	78.5%
Design Engineering 1/23/2022 to 6/23/2022	\$	97,246.35	5.78%
Construction Services 7/29/2022 to 7/29/2022	\$	1,002.50	0.06%
Total Project Cost	\$	1,780,230.20	

## Westview Village Stormwater Improvements

### Storm Water

Contractor	<b>The Wanasek Corp</b>		
Original Contract	\$	<b>154,465.00</b>	
Current Contract	\$	<b>154,465.00</b>	0.00%
Pay Request #1	\$	123,394.69	
Retainage	\$	6,494.46	
Pay Request #2	\$	22,689.14	
Retainage	\$	1,194.16	
Pay Request #3	\$	2,688.12	
Remaining on Contract (Including Retainage)	\$	5,693.05	3.7%
Design Engineering	\$	<b>62,613.56</b>	40.54%
Construction Services			0.00%
Total Project Cost	\$	<b>217,078.56</b>	

## STH 32 Stream Restoration Project

Storm Water

Contractor	<b>A.W. Oakes</b>		
Original Contract	\$	<b>279,831.00</b>	
Change Order #1	\$	2,609.29	0.93%
Current Contract	\$	<b>282,440.29</b>	0.93%
Pay Request #1	\$	33,634.75	
Retainage	\$	1,770.25	
Pay Request #2	\$	49,128.30	
Retainage	\$	2,585.70	
Pay Request #3	\$	124,555.45	
Retainage	\$	6,555.55	
Remaining on Contract (Including Retainage)	\$	75,121.79	26.6%
Design Engineering			0.00%
Construction Services			0.00%
Total Project Cost	\$	<b>282,440.29</b>	

# **CALEDONIA UTILITY DISTRICT PROJECT SUMMARY WORKSHEET**

## **Riverbend Drive Lift Station Safety Site & Forcemain Upgrade**

- Looking to wrap up Facility Plan so that it can be reviewed by staff. Once reviewed will submit to DNR and look to schedule a Public Hearing.

## **Annual Televising Program – Sanitary Sewer**

- Will continue to perform repairs that staff can perform.

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

- Reviewing information received.

## **Hoods Creek Attenuation Basin Expansion**

- Mechanical work continues. Testing of pumps and Scada system ongoing. Substantial completion approximately early June. Received draft of grading plan for stockpile to be spread on adjacent lots. Will be reviewing.

## **Central Lift Station Safety Site & Attenuation Basin**

- Design continues. Proposed to be bid in December 2023 with Construction March 2024 – September 2025.

## **North Kremer Watermain Project**

- Processing of 2 Change Orders for Project. 1 covers various Time & Material Changes necessary. The 2<sup>nd</sup> covers miscellaneous quantities for work performed on the contract. Awaiting Final Pay Request.

## **Dominican Lift Station Rehab Project**

- Pump was delivered on February 7. Pump installed and testing has begun.

## **Concord Apartments Meter Vault**

- Awaiting Spring for Final Restoration and Final Payment Request.

## **Washington Meadows Watermain**

- Reesman's will be restarting the project on February 27<sup>th</sup>. Notices have been sent to residents to inform them of the updated schedule.

## **TID #4 Elevated Storage Tank & Adams Road Watermain**

- Design continues.

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

**Hoods Creek – Aldebaran Brushing Project**

- Left message with Contractor about starting work.

**Douglas Avenue – OMG Ditch Project**

- Grading of Channel completed. Excavated material was hauled to Crawford Park for the start of the sledding hill.

**Turtle Creek Restoration**

- Southern Wisconsin Appraisal scheduling meetings for appraisals.


**Westview Village Storm Improvements**

- Contractor completed work. Will need to perform any final restoration / touch up in Spring. Will need to process a Charge Order for time when received.

# MEMORANDUM

**DATE:** Thursday, February 23, 2023

**TO:** Caledonia Utility District

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

**RE:** Authorization of Signatures for Development Agreement – Bluffside

## BACKGROUND INFORMATION

As a condition of approval of the Bluffside Development and as required by Ordinance, a Development Agreement must be entered into for the construction of Public Facilities to be dedicated to the Village and Utility District.

Attached is the Development Agreement reviewed by the Public Works Director, Village Attorney, and approved by the Village Board. This Development Agreement covers the installation of Sanitary Sewer Laterals, Watermain, Storm Sewer, Storm Detention Facilities, Warranties, Deposits, and Letter of Credit etc.

To complete the Development Agreement the signatures of the President & Secretary of the Utility District are required.

## RECOMMENDATION

**Move to authorize the President and Secretary of the Caledonia Utility District to execute the Development Agreement for Bluffside.**

## **DEVELOPMENT AGREEMENT**

### **19 LOT EXPANSION OF BLUFFSIDE**

**THIS DEVELOPMENT AGREEMENT, (the “Agreement”)**, effective as of the date last executed by any Party hereto, is made and entered into by and between **BLUFFSIDE ESTATES, LLC**, a Wisconsin Limited Liability Company, (the “Developer”), its successors and assigns, **TRI CITY NATIONAL BANK**, a Wisconsin financial institution, its successors and assigns, (the “Mortgagee”), the **VILLAGE OF CALEDONIA**, a municipal corporation located in Racine County, Wisconsin, its successors and assigns (the “Village”), the **VILLAGE OF CALEDONIA SEWER UTILITY DISTRICT** and **THE VILLAGE OF CALEDONIA WATER UTILITY DISTRICT**, being the utility districts established by the Village of Caledonia under the laws of the State of Wisconsin (herein jointly and severally referred to as the “Utility District” and/or “District” although more than one), and **EARTH X, LLC**, being a Wisconsin Corporation (the “Contractor”) (Developer, Mortgagee, Village, Utility District and Contractor are collectively referred to as “the Parties”);

### **INTRODUCTION**

A. The Village is located in Racine County, Wisconsin. The Utility District (through the respective two utility districts noted above) owns and operates the District System.

B. Developer is the sole record title owner of the 19 parcels and 3 outlots of real property platted in the “Bluffside” subdivision (hereinafter referred to as the “Property”) located in the Village of Caledonia, Racine County, Wisconsin, and which is legally described and depicted on the attached **Exhibit A**.

C. The Village has previously approved, subject to conditions, the final plat of “Bluffside,” being a subdivision that includes the Property (“the Subdivision”), including compliance with the ordinances of the Village, which require that the Developer enter into a suitable contract with the Village relative to the

construction of water main, sanitary sewer laterals to the lot line and stormwater management facilities and other improvements on the Property.

D. As a part of the creation of the Property, the Developer wishes to contract directly with the Contractor for the purpose of constructing the Subdivision System.

E. Once constructed by the Contractor and upon acceptance by the Village and the District, the ownership of the Subdivision System will then be transferred and conveyed by formal action to the Village and the District which may be by Resolution or motion and become a part of the municipal District System.

F. The ordinances of the Village allow and permit the Developer to directly contract with the Contractor to build and construct the Subdivision System and the Storm Water Utilities (hereinafter collectively referred to as the "Construction Project"), provided that the Construction Project is undertaken and done pursuant to the terms and provisions of this Agreement. The above-named parties are entering into this Agreement for such purposes, and for such other purposes as set forth in this Agreement.

G. Any and all applications, the pre-development agreement, and accompanying plans, schedules, exhibits, and other documents filed with the Village with regard to the Project are incorporated by reference herein, as modified by any written or formal approvals of the Village and Utility District.

H. The Mortgagee will hold a mortgage interest in the Property and joins as a party to this Agreement solely for purposes of agreeing that this Agreement shall survive any foreclosure of the Mortgagee's mortgage.

I. This Subdivision is comprised of 19 lots and 3 outlots and does not include any other phases or lots.

J. The Developer desires to complete improvements and development of the Property located in the Village in the manner described herein, and for that purpose cause the installation of certain Public Improvements, hereinafter defined.

K. Wisconsin Statutes Section 236.13 and the applicable Village Ordinances provide that as a condition for final approval, the governing body of a municipality may require the Developer to make and install or have made and installed, any new Public Improvement, including the Subdivision System, reasonably necessary to the Property, and the Developer may provide an irrevocable letter of credit or other security approved by the Village guaranteeing that the Developer will make and install or have made and installed those improvements to the Property within a reasonable time.

L. The Village believes that the orderly planned development of the Property will best promote the health, benefit, safety and general welfare of the community.

NOW THEREFORE, in consideration of the granting of approval by the Village of the development of the above-described Property, and the covenants herein contained, and other good and valuable consideration, the adequacy and sufficiency which is acknowledged by all parties, it is mutually agreed as follows:

1. **Introduction is Correct.** The Parties agree that the foregoing "Introduction" is true and correct and is hereby incorporated into this Agreement by reference.

2. **Definitions.**

*District System* shall mean the Village's existing municipal sanitary sewerage system and the new municipal water system operated by the Utility District.

*Public Improvements* shall mean all public improvements to be constructed on the Property pursuant to this Agreement and in accordance with the Plans, including grading, erosion control, drainage and all requisite public improvements, Storm Water Utilities and the Subdivision System.

*Public Roads* shall mean all public rights-of-way to be built or patched on the Property,

*Property* shall mean this project known as Bluffside Subdivision which consists of 19 lots and 3 outlots as set forth on **Exhibit A**.

*Storm Water Utilities* shall mean the storm sewer utilities to be constructed on the Property under this Agreement and in accordance with the Plans.

*Subdivision System* shall mean the sanitary sewerage laterals to the property line and the watermain system in the Subdivision to be constructed on the Property under this Agreement and in accordance with the Plans.

3. **Consent of the Village and District.** The Village and District hereby grant permission to the Developer and the Contractor to undertake and do the Construction Project for the Property as a private project on private property (as opposed to a Village/District project requiring compliance with the public bidding statutes), with the addition of certain public improvements: running laterals and patching roads disturbed during the construction of laterals and water mains in the Village's right-of-way.

4. **Construction Project.** The construction of Public Improvements on the Property shall be undertaken and done by Contractor, and Developer shall be solely responsible for the payment of all costs and expenses for the construction of the Public Improvements on the Property. The Contractor and Developer expressly understand and agree that the Village and the District will not be liable or responsible in any manner for any of the said costs and expenses of the construction of the Public Improvements on the Property.

5. **Code of Ordinances Incorporated.** The Code of Ordinances of the Village, as amended from time-to-time, is hereby incorporated into this Agreement, and Developer and Contractor agree to perform all of the obligations imposed upon Developer and/or Contractor by the terms and provisions of such ordinances, as applicable. Without limitation, Developer specifically acknowledges that it must pay all

applicable fees, which include, but are not limited to, applicable impact fees, land division fees, and others. Notwithstanding the foregoing, impact fees for the construction of an individual home on the Property shall be paid at the time a building permit for the construction of said home is obtained.

6. **Public Improvements: Dedication, Construction. Guaranty Period.**

(a) **Property Improvements Generally.** Developer shall prepare, at its expense and per applicable Village ordinances and the requirements of this Agreement, complete plans for construction of the Property's Public Improvements, including Plans for the Subdivision System as further described under Section 7 of this Agreement, and Storm Water Utilities as shown on the approved **Exhibit E** to this Agreement. The Village and the Utility District have previously approved the plans for the Public Improvements prepared by Pinnacle Engineering, Inc. and dated and stamped by a professional engineer on July 20<sup>th</sup>, 2022 which are incorporated herein by reference (the "Plans"). The design and Plans of the Public Improvements, Subdivision System and Storm Water Utilities shall conform to the Village's minimum standards for public utilities then in effect unless otherwise agreed to in writing by the Developer and the Village, and such plans and specifications shall be submitted to and approved by the Village. In the event of any conflict between the minimum design standards in the Village's Code of Ordinances and the requirements of this Agreement, the more restrictive shall control except as expressly provided for in this Agreement. The Developer acknowledges and agrees that it is solely responsible for all costs of construction and installation of the Public Improvements.

(b) **Storm Water Utilities and Subdivision System Construction.** Developer's design engineer shall stake the location of the Storm Water Utilities and Subdivision System prior to construction. Developer shall be responsible for constructing the Storm Water Utilities and Subdivision System at Developer's expense and per the approved Plans. Developer's construction work shall be subject to inspection by the Village, or the Village's designee. Developer shall construct the Storm Water Utilities and

the Subdivision System utilizing granular backfill, as set forth in the approved Plans and as required by Village ordinances. The recorded Subdivision Plat is conditioned upon (i) the Village's acceptance of the Subdivision's Public Improvements, (ii) the Property (and the lots therein) being serviced with public sewer and water services by the Utility District, and (iii) the Developer entering into agreements to grant the Utility District, as appropriate, all easements, if applicable and deemed necessary for the furnishing of public sewer and water services to the lots in said Property.

After the Storm Water Utilities and Subdivision System have passed final inspection and testing, and after all lien waivers for the work completed on the Subdivision System and the Storm Water Utilities have been provided to the Village, the Village shall accept ownership of the Subdivision System and easements for access to the Storm Water Utilities.

(c) **Public Roadway Patching.**

After installation, completion, inspection and approval of the improvements being installed in the existing public roadway, the Developer shall patch the roadway in accordance with approved plans and with necessary Village approval. The roadway patching shall be guaranteed by the Developer for a period of 15 months from the date of acceptance of the improvements contemplated under this agreement in accordance with Section 9(b) of this Agreement.

(d) **Water Main And Lateral Right Of Recovery.**

The Developer is installing at its expense watermain to serve the new 19 lots being platted in accordance with approved plans and specifications. The watermain shall run past existing properties currently being served by wells. The Village determined that there would be no assessment against the existing properties upon which the new watermain will front. However, in the event an owner would like to or is required per Village ordinance to connect to the new watermain within 10 years of public water first becoming available, the Developer shall be

reimbursed for a proportionate cost of the watermain and lateral to that property. The Village will seek to impose a deferred special assessment for a proportional cost of the watermain and lateral against the properties who may seek to connect in the future to the new watermain as a benefitted property triggering payment required at the time hookup is requested or required to such watermain and lateral from the Village in accordance with the Village's assessment policies, Code of Ordinances and applicable Wisconsin Statutes. When/if collected during such time period, those funds would be paid to the Developer by the Village. Village to provide the Developer with a list of the Special Assessments and property owners.

7. **Subdivision System Construction Project.**

(a) **Approval of Construction Project Plans.** Prior to any work being done on the 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 Construction Project (hereinafter collectively referred to as the "Plans"), and (ii) the Contractor shall first have a Pre-construction meeting with the District's engineers regarding the Construction Project. The Plans shall be of a type and format, and have such content, as the District's engineers may require. Additionally, the 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, in the event the Developer does elect to undertake and do the Construction Project, the Subdivision System shall then be constructed and done in strict compliance with the Plans approved by the District's engineers.

(b) **Full Inspections.** The Construction Project shall be inspected by the District's engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide to the District its work schedule (the "Work Schedule") for the Construction Project prior to any work on the Construction Project being undertaken. The Work Schedule shall (i) 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 the District's engineers with 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 Village and District to have one or more inspectors at the construction site at all times that work on the Subdivision System is being performed and as deemed by the Village and/or District to be needed at other times while the work on the 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 Construction Project whenever they believe that any such work or materials are not in compliance with the approved Plans for the 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 Construction Project. Notwithstanding the foregoing right and authority granted to the District's engineers (to stop the Construction Project in the event of a failure of compliance with the approved 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 Construction Project, (ii) the direction of all laborers and personnel doing the work on the Construction Project (except for the inspector(s) hired by the District's engineers), and (iii) all means and methods required to do the Construction Project.

(c) **Fifteen Month Guarantee.** Developer and Contractor shall, and hereby do, jointly and severally guarantee to the Village and the District that all work and materials furnished and performed on and for construction of the Subdivision System shall be free from defects for a period of fifteen (15) months after the date on which the Village and District accept ownership of the Subdivision System in writing as described in subsection (d) below. This 15 month 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 Subdivision System in strict compliance with the approved Plans for the same. In the event any defect(s) is discovered during such fifteen month time period, the District and/or Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within sixty (60) calendar days (or within such shorter period designated by the Village or District if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60 day time period (or if the public safety requires the remedied work to be done sooner and the Developer/Contractor are not able to timely do so), then the District and/or Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the District and/or Village for any costs incurred by the District and/or Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

(d) **Transfer of Ownership.** Upon the full completion of the Subdivision System and upon the Village and the District then accepting the same in writing, the ownership of the Subdivision System shall, effective as of the date of the said written acceptance by the Village and District, be transferred and conveyed to the Village and the District by Resolution or Motion. With respect to such transfer/conveyance of ownership to the Village and District:

1) The said transfer/conveyance shall be deemed to occur and become effective immediately and automatically at the time of the written acceptance of each completed Subdivision System by both the Village and the District, without any further documents being required;

2) The said transfer/conveyance shall include transfer of ownership of the portion of the Subdivision System located in the dedicated Village rights-of-way, and if necessary, any easements described below in Section 7(g); and

3) The said transfer/conveyance of ownership, however, shall not include any portion of the sewer laterals and/or water laterals that are located outside of the public right-of-way and/or outside

of any Village/District easement area(s).

4) The Developer agrees to execute such documents as may be requested by the Village to transfer, convey and/or dedicate ownership of the Subdivision System to the extent necessary to facilitate the Village's ownership thereof as set forth in this Section 7(d).

(e) **Reimbursement for Costs.** The Developer shall, within thirty (30) days after receiving a written itemized invoice(s) from the District for the same, reimburse and pay to the Village and/or District all engineering, inspection, administrative and legal costs incurred by the Village and/or District with respect to the Construction Project. This shall expressly include, but not be limited to, (i) all engineering costs incurred in the review of the Plans for the Construction Project, and (ii) all inspection costs for the Construction Project, and (iii) all legal costs of the District's attorney pertaining to the Construction Project and/or this Agreement.

(f) **Right of Village/District To Complete The Project.** If the Developer commences the 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 Construction Project, then, in addition to any and all other remedies available to the Village and/or the District under the law:

1) The Village and/or District may, at its option, complete and finish said Construction Project by doing such remaining work (the "Completion Work") as a publicly-bid Village project; and

2) The Developer shall pay to the Village and/or District all costs incurred by the Village/District in doing the Completion Work; and

3) Without in any manner limiting its available remedies under the law, the Village and/or District may obtain payment of all such costs for the Completion Work through a levy of special assessments and/or special charges (collectively referred to as the "Special Assessment") 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 the Completion Work. This waiver includes, but is not limited to, waiver of 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.

4) Additionally, the "Completion Work" described above may also consist of the following other types of work should the Village and/or District so elect:

i) Undertaking whatever work may be necessary to protect and maintain the Subdivision System at its then-existing stage of completion; and/or

ii) Removal of part or all of the Subdivision System and restoration of the disturbed areas of the Property.

(g) **Grant of Easements.** If for some reason any portion of the Subdivision System is constructed outside of the Village rights-of-way that are transferred to the District under the provisions of above Section 7(d) of this Agreement, the Developer will grant to the Village and the District an easement (the "Easement") on private land located within the Property, as reasonably determined by the Village and the District, of sufficient depth and width to the extent reasonably necessary to enable the Village and the District to access such portion of the Subdivision System for the purpose of installing, operating, using, maintaining, modifying, improving, repairing, and/or replacing the Subdivision System. If an easement is so determined to be reasonably necessary, the Developer will execute and deliver to the Village and District a separate written easement agreement (the "Easement Agreement") that memorializes and confirms the easement rights of the Village and District to install, operate, use, maintain, modify, improve, repair,

and/or replace (i) any sanitary sewer and watermain facilities already located within the easement area, and (ii) any other portion of Subdivision System located within the easement area. The Easement Agreement shall identify and describe the location of all such sanitary sewer and watermain facilities. When the Construction Project and the final as-built drawings of the new Subdivision System are completed, the said as-built drawings shall be included in the Easement Agreement to identify and describe the land subject to the easement pertaining to sanitary sewer and watermain facilities. (In this fashion, the final as-built easement areas will replace any initial easement areas that were originally based on the Plans, but vary from the final, as-built location of the sewer and watermain facilities.) The Developer shall provide, and no building permits for lots within the Property shall be issued until the Village receives, a master easement exhibit from the Developer showing all easements, including WE Energies and other utility easements located on the Property and the lots in this infill project. The Developer shall provide these documents in a format acceptable to the Village Public Services Director.

(h) **Manhole/Valve Box Adjustment Costs.** In addition to any other monies payable by the Developer to the District under this Agreement, the Developer shall pay to the District the following one-time fees if manholes or valve boxes are being constructed and installed: A fee of Five Hundred Dollars (\$500.00) for each manhole that will be constructed and installed by the Developer and/or Contractor as a part of the Construction Project and a fee of fifty dollars (\$50.00) for each valve box that will be constructed and installed by the Developer or Contractor as a part of this Construction Project to be finished by the Village's Utility District.

8. **Drainage Facilities.**

(a) **Construction.** Developer and Contractor agree to design, construct, and install, at its expense, all the Storm Water Utilities as specified and set forth in the Village-approved plans and

specifications described in Section 6 hereof. In the event the Storm Water Utilities are not completed within two (2) years after the date hereof, the Village Board shall have the right to review the plans in light of conditions then existing or expected in the area and to modify the plans to meet any such conditions. The Developer and Contractor shall construct and complete the Storm Water Utilities pursuant to any such revised plans. All such work shall be subject to approval and acceptance by the Village Board and the Village's Utility Commission. Construction of all drainage facilities within the outlot located on the Property shall be completed prior to the issuance of any building permits for lots within the Property. Any damage occurring to the Public Improvements or to any other drainage structures or appurtenances, including drainage tiles, shall be repaired, restored or rerouted by Developer in accordance with this Agreement.

(b) **Maintenance.** Except as provided below, Developer shall be liable and responsible for the proper maintenance of the storm water easements described on the attached **Exhibit D**, including any detention or retention basins if applicable. Such maintenance shall include the control of weed and algae growth, mowing, the inspection of outlet structures, and the repair of detention or retention basins. The 19 lots in this subdivision are encumbered or subject to certain restrictive covenants (the "Restrictive Covenants") that will be recorded with the Racine County Register of Deeds. The Restrictive Covenants provide that each lot owner in the 19 lot Subdivision is a member of the Bluffside Estates Homeowners Association, Inc. (the "Homeowner's Association"), a nonstock Wisconsin corporation, and that as each lot is sold by the Developer, the Homeowner's Association becomes liable and responsible to perform the proper maintenance of the storm water easements that is assigned to each lot owner by the Restrictive Covenants. Accordingly, as to each lot located on the Property, the Developer's liability and responsibility for proper maintenance of the storm water easements shall continue until such time as the lot is conveyed to a third party, and when all lots located on the Property have been so conveyed, the Developer shall have

no further liability or responsibility for proper maintenance of the storm water easements (provided, however, that the Developer shall continue to have any remaining obligations relating to the Developer's guarantees under Sections 7(c) and 9(b)). Such maintenance shall be carried out in conformity with applicable Village ordinances, the Restrictive Covenants and any written directive for corrections or maintenance from the Village.

(c) **Grant of Easements.** The Developer will grant to the Village an easement for the purpose of maintaining and repairing the Storm Water Utilities located on the Property. Developer will execute and deliver to the Village a separate written easement agreement that memorializes and confirms the easement rights of the Village to maintain and repair the Storm Water Utilities. Said easement agreement shall identify and describe the location of all such Storm Water Utilities and shall be recorded with the Racine County Register of Deeds.

(d) **Default.** In the event of any default in the obligations to properly repair damage caused during construction or to maintain the drainage easements, including any retention or detention basins, the Village may cause said maintenance to be performed and may charge the costs thereof to any of the following parties to the extent that each of the following parties is liable for said costs pursuant to this Agreement or the Restrictive Covenants: (i) the Developer, (ii) any subsequent owner of any lot within the Property, or (iii) the Homeowner's Association. In addition, the Village, at its option, may cause all such costs including any engineering, legal, and administrative costs with respect to the same, to be assessed against the Property or the lot within the Property that is assigned responsibility for such drainage facility, all as provided in Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinances.

(e) **KELAND DRAINAGE SWALE IMPROVEMENTS**

The Village shall reimburse the Developer for one-half of the cost of the repair and reconstruction of the drainage swale located on the Keland property. The repair and reconstruction are

shown on the construction plans referred to above. The Village shall obtain written permission from the Keldands for access to their property for this purpose.

9. **Public Improvements Cost, Security, Guaranty Period.**

(a) **Public Improvements Costs and Security.** In order to secure Developer's satisfactory completion of the Public Improvements including, but not limited to, the Storm Water Utilities, and Subdivision System, Developer has opted to post with the Village a letter of credit, in a form and from an issuer satisfactory to the Village, in the amount of \$890,460.00 (the "Security"), which amount equates to 120% of the estimated total cost of the Public Improvements (excluding the cost for asphaltting) as set forth on **Exhibit B** which is incorporated herein by reference. Developer has opted to post a cash deposit (the "Cash Deposit") for the cost of the asphalt patching/repairs plus 10% in the amount of \$\_\_\_\_\_. The amount of the Cash Deposit is set forth on **Exhibit B**. Developer shall post the Security and Cash Deposit with the Village prior to commencing the staking that is required of the Developer. After completion satisfactory to the Village as set forth in this Agreement of each of (i) the Storm Water Utilities and Subdivision System, the Village shall release that portion of the Security that is attributable to the estimated cost of the completed work upon receipt by the Village of lien waivers, as shown on **Exhibit B**. Releases of the Security shall be accomplished incrementally as portions of the work are completed and accepted by the Village. After acceptance of the Improvements and during the guarantee period, no additional portion of any Security or Cash Deposit shall be released, and the Village shall retain the balance of the Security and the Cash Deposit plus ten percent (10%) of the original Security and Cash Deposit for the period of time of the guaranty periods as set forth elsewhere under this Agreement. If the Developer fails to complete any work required under the Guarantees hereunder, the Village may draw on such letter of credit in accordance with its terms and draw on any posted Cash Deposit, and complete said work. Any costs incurred by the Village in completing said work not paid for by the Security and Cash Deposit, shall be paid

by the Developer to the Village within thirty (30) days of request for payment.

If Developer fails to complete the Public Improvements, within six months after initial staking, the Village shall draw on the Security and Cash Deposit without further notice to Developer to complete the remaining Public Improvements.

(b) **Guaranty.** Developer shall warrant and guarantee the Public Improvements (except for the Subdivision System which has a separate guaranty period under Section 7(c) of this Agreement) in good condition and in compliance with the Village's standards and specifications for a minimum period of fifteen (15) months after acceptance of the Improvements. In the event any defect(s) caused by Developers Construction Project is discovered in the patched Public Roads, or shoulders during the fifteen (15) month Road Maintenance and Repair Guaranty Period, the District and/or Village shall notify the Developer and Contractor in writing, and the Developer and Contractor shall cause such defect(s) to be corrected within sixty (60) calendar days (or within such shorter period designated by the Village or District if the public health and safety so require). If the Developer and/or Contractor shall fail to do so within such 60-day time period (or if the public safety sooner requires the remedied work to be done and the Developer/Contractor are not able to timely do so), then the District and/or Village may cause such defect(s) to be corrected, and the Developer and Contractor shall be liable to the District and/or Village for any costs incurred by the District and/or Village in doing so, including any construction, engineering, legal or administrative costs with respect to the said remedial work.

If the Guaranty Period is extended beyond the length of the letter of credit, another letter of credit shall be tendered (or the existing one renewed upon the mutual agreement of the Developer and the Village) to the Village as a replacement for the remaining length of the Guaranty Period. Notwithstanding the foregoing, the Road Maintenance and Repair Guaranty Period shall include the time period after acceptance of the Improvements. The Guaranty Period and the Road Maintenance and Repair Guaranty Period shall

not in any manner limit, change or amend any applicable statutes of limitation regarding the Public Improvements. The Village may apply any or all retained Security and/or Cash Deposits during the guaranty periods toward the costs of any necessary repairs of the Public Improvements if Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement. The Parties recognize that the Guaranty Period lasts longer than 15 months and if the Developer does not directly or adequately perform, after notice, its repair and maintenance responsibilities under this Agreement and the Village takes action to perform the repair and maintenance, the Developer shall reimburse the Village for costs incurred in doing so within thirty (30) days after written notice of such costs. If Developer fails to reimburse the Village for such costs, including but not limited to actual attorney's fees and costs, engineering fees and costs, and administrative costs, in addition to any other remedies the Village may have, the Village shall be entitled to specially assess its costs against the Property in accordance with Sections 66.0627 and 66.0703, Wis. Stats., and applicable Village ordinances.

(c) **General Inspections.** The Public Improvements shall be inspected by the Village's Director of Public Services, or his designee or the Village's consulting engineers, and all costs of such inspections shall be paid for by Developer. The Contractor shall provide its work schedule for Public Improvements to the Village prior to any work being undertaken. Such work schedule shall (i) specify the times, dates and type of work to be performed, and (ii) have a format and content satisfactory to the Village's Director of Public Services. Developer and Contractor understand that it is the intent of the Village to have one or more inspectors present as needed while the work on the Public Improvements is being performed. The designated inspectors at the construction site shall have the full right and authority to stop work on the Public Improvements whenever they believe that any such work or materials are not in compliance with the approved Plans and Specifications, and in such event the Contractor shall then immediately cure any such failure of compliance before proceeding with any other work. Notwithstanding the foregoing right and

authority granted to the Village's inspectors (to stop the work in the event of a failure of compliance with the approved Plans and Specifications), 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 work, and (ii) the direction of all laborers and personnel doing the work (except for the inspector(s) hired by Village), and (iii) all means and methods required to do the work.

**10. Outlot Restrictions.** Pursuant to the Restrictive Covenants, the developer of the Subdivision agreed to require the maintenance and protection of the outlots. The outlot located on the Property for the purpose of Storm Water Detention is subject to the Restrictive Covenants and the easement agreement required under Section 8(c) above. Developer shall ensure that the outlot located on the Property for the purpose of storm water management comply with the Restrictive Covenants and said easement agreement prior to transferring responsibilities for said outlot to the Homeowner's Association. Thereafter, the Homeowner's Association shall be responsible for the maintenance and management of the outlot. The Village shall have no ownership interest in, nor any responsibility, for the outlots except to the extent necessary to exercise its easement rights to ensure proper maintenance of any drainage facilities by the Homeowner's Association.

**11. Outlot 3.** Outlot 3 consists of wetland, waterway and conservation lands that are restricted and protected. The Developer is acknowledging that the future intent is to potentially donate this outlot to the Caledonia Conservancy. Talks have taken place between the Conservancy and Developer. In view of this being a donation and the IRS rules and regulations, the Developer cannot complete this donation for a period of time after taking ownership. This is simply for informational purposes of the potential intent to donate to the Caledonia Conservancy.

**12. Sale of Lots.** Developer or its successors in title shall not sell, convey or transfer any

portion of the Property abutting upon a street or portion thereof that is depicted on the Subdivision plat until the following have occurred: (1) this Agreement is executed and recorded; (2) all Security has been deposited with the Village (by such time as is herein provided); (3) The Storm Water Utilities and Subdivision System have been installed and accepted by the Village; and (4) all patching on the Public Roads has been performed in accordance with the terms of the Village's subdivision ordinance, the Village standards for construction of streets and highways, other applicable Village ordinances, and this Agreement excepting Lots 11, 12, 13 & 17 which may be conveyed as soon as the plat is recorded. No building permits may be issued to Lots 11, 12, 13 & 17 until all the requirements under this section are met.

**13. Sewer and Water.** The approval of the plat of the Subdivision was conditioned upon the Subdivision being serviced with public sewer and water service by the Village's Utility Districts. Except as otherwise set forth in this Agreement, the sewer laterals and water system within the Property shall be designed, constructed, and installed at the sole expense of the Developer pursuant to plans submitted to and approved by the Village and the Utility District. All fees applicable to the connection and service of the Property to the public sewer and water systems shall be borne by Developer or individual lot owners, and any use of such systems shall be subject to all applicable use restrictions. All such work shall be pursuant to plans and specifications approved by the Utilities and the Village.

**14. Reimbursement of Costs.** The Developer acknowledges and agrees that it is solely responsible for all costs related to the installation of Subdivision Public Improvements. In addition, the Developer agrees to reimburse the Village for its costs related to the Property including costs incurred by the Village to review conceptual, preliminary and final plans associated with the Property and to review, revise and/or draft any agreements, easements, deed restrictions or other documents associated with the Property. Such costs shall also include the costs of Village's retained engineers, attorneys, inspectors, agents, and subcontractors. Developer understands that legal, engineering, and all other consultants retained

by the Village are acting exclusively on behalf of the Village and not Developer. Developer entered into a pre-development agreement with the Village and paid to the Village the sum of \$3,000 as a deposit for such reimbursements. This Section supersedes the predevelopment agreement, provided, however, the parties intend that the reimbursement account and process set up by the pre-development agreement shall continue uninterrupted as needed to cover expenses incurred under this Agreement. If at any time said deposit becomes insufficient to pay expenses incurred by the Village, Developer shall deposit additional amounts required by the Village within fifteen (15) days after written demand by the Village. If Developer does not deposit a required additional amount within the time required, the Village may suspend additional work or review of the plans and specifications under consideration until the additional deposit is received. Within sixty (60) days after completion of all construction contemplated under this Agreement, the Village shall furnish Developer with a statement of all such costs incurred by it with respect to such Property. Any excess funds shall be remitted to Developer, and any costs in excess of such deposit shall be paid by Developer upon demand. Any interest earned on said deposit shall remain the property of the Village to partially offset administrative expenses associated with planning and development.

15. **Land Division Fee.** Pursuant to Section 14-3-3(c), the Developer shall pay the land division fee for 19 parcels and 3 outlots to the Village.

16. **Utilities and Utility Laterals.** Developer is responsible for all costs associated with all private utilities servicing the Property including, without limitation, the cost of underground installation of cables, wires, pipes, laterals, etc. for electric, gas, telephone, and cable television services, if any. Developer shall fully restore, at its expense, any Village right-of-way that has been disturbed due to its installation of utilities, lighting or landscaping. The Village shall not take ownership of any utility laterals.

17. **As-Built Plans.** Upon written acceptance of all improvements by the Village, the Developer's engineer, at the Developer's expense, shall provide to the Village one complete set of Grading

and Stormwater facilities as-built plans and profile sheets, and the Village's engineer, at the Developers expense. shall prepare and provide to the Village one complete set of Sanitary Sewer lateral and Water Main plans on reproducible mylar or similar material as agreed by the Village Public Services Director, two sets of prints indicating actual constructed locations and elevations, and one set of electronic drawings (PDF) and associated files compatible with a computer-aided design (CAD) system maintained by the Village. The as-built plans shall be prepared by modification of the construction drawings to reflect as-built data for streets, water mains, storm and wastewater collection systems, site grading, and all other relevant public improvements. The Village will be reimbursed by the Developer for the cost of changes to the base and other maps and official drawings not provided by the Developer's as-built drawings, but necessitated by actions of the Developer, whether or not such items are enumerated in this Agreement.

18. **Building Permits and Lot Construction.** Until the Public Improvements, provided herein to be installed to service the Property have been installed, the Subdivision System has been constructed and accepted by the Village, and street patching has been completed to the reasonable satisfaction of the Village's Public Services Director, no building permits shall issue as to lots in the Property;

19. **Hydrants.** The Developer shall, at its expense, provide pre-painted hydrants of a design and construction satisfactory to Village staff and consistent with the Village's color code system in those areas of the Property specified by the Village.

20. **Laws To Be Observed.** The Developer and Contractor shall at all times observe and comply with all federal, state and local laws, regulations and ordinances (collectively, the "Laws") which are in effect or which may be placed in effect and impact the conduct of the work to be accomplished under this Agreement to construct the Public Improvements and private improvements, inclusive of repairs, replacements and alterations (collectively for the purposes of this Section and Section 22 the "Work"). The

Developer and Contractor shall indemnify and hold harmless the Village and its agents, officers and employees, against any claims or liabilities directly arising from or based on the violation of any such Laws with regard to the Work by the Developer or its principals, agents, employees or contractors, except to the extent that such claims or liabilities arise by virtue of the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. The Developer and Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the Work.

**21. Public Protection and Safety.** The Village shall not be responsible for any damage, bodily injury or death arising out of the Work whether from maintaining an “attractive nuisance” or otherwise, except as caused by the negligence or willful misconduct of the Village or any of its agents, contractors, officers or employees. Where apparent or potential hazards actually known by the Developer and Contractor that occur incident to the conduct of the Work, the Developer and Contractor shall provide reasonable safeguards. Developer shall, however, still be solely responsible for the means and the methods used for the construction of the Work. The Village, Developer and Contractor do not waive, and shall retain, all defenses to third party claims pursuant to applicable law.

**22. Survey Monuments.** The Developer and Contractor shall exercise all reasonable efforts to assure that all survey or other monuments required by statute or ordinance will be properly placed and installed. Any monuments disturbed during construction of improvements shall be restored by Developer and Contractor. All survey monuments must be installed on all 19 lots of the Subdivision prior to the issuance of building permits.

**23. Drain Tile.** Any drain tile or other drainage structure or appurtenance damaged during construction in the reasonable opinion of the Village Public Services Director shall be repaired and restored to its condition prior to such construction, or rerouted or replaced, if necessary, by Developer and

Contractor, and Developer shall provide a permanent record of such work to the Village.

**24. Erosion Control.** During the course of the development of the Subdivision, the Developer shall be responsible to ensure that reasonable steps are taken to prevent erosion from lands within the Subdivision and the siltation therefrom being carried into streets rights-of-way, street-side ditches, drainage ditches, easements, culverts, drains, waterways, lakes and streams. To prevent such erosion and siltation, the Developer shall conform to the practices set forth in the erosion control plan located in the Construction Plans and all Construction Site Storm Water Permits issued by the Department of Natural Resources. In the event of any such erosion or siltation, the Developer and Contractor shall be responsible for removing all such siltation from and restoring all such rights-of-way, ditches, easements, culverts, drains, waterways, lakes and streams. All such compliance and work hereunder shall be done without cost to the Village. The Developer shall be responsible for ensuring that its contractors utilize construction means and methods that minimize, to the extent possible, nuisance-type impacts to the surrounding landowners. Prior to the start of construction, the Developer shall obtain a land disturbance permit from the Village.

**25. Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the Village officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the Village.

**26. Indemnification/Hold Harmless Agreement.** The Developer hereby does, jointly and severally, expressly agree to indemnify and hold the Village, Utility District, and their respective elected and appointed officers, employees, engineers and agents harmless from and against all claims, judgments, damages, costs, expenses and liability of every kind and nature, including but not limited to any reasonable actual fees for attorneys and experts retained by the Village and/or Utility District in conjunction with this

Agreement, for any injury or damage received or sustained by any person or entity in connection with, on account of, or in any way relating to the Property, Construction Project, and Subdivision System including Developer's performance of work relating thereto, or this Agreement 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 Construction Project(s); and/or
- c) The Developer and/or Contractor failing to comply with the terms and provisions of this Agreement and/or the Development Agreement.

Provided, however, that the above indemnification and hold harmless obligations of the Developer shall not apply to any claims, judgments, damages, costs, expenses and liability for any injury or damage that may arise directly or indirectly as a result of, in whole or in part, any intentional torts, negligence and/or willful misconduct by the Village, Utility District, or any of their respective elected and appointed officers, employees, engineers, contractors and agents. The Developer further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning or relating in any way to the Property or Subdivision or this Agreement, except where such suit is brought by the Developer or due to the negligence, willful neglect or misconduct of the Village, Utility District, or any of their respective elected and appointed officers, employees, engineers, contractors and agents. The Developer and Contractor are not agents or employees of the Village. All work or obligations to be performed by the Developer and Contractor pursuant to the terms of this Agreement shall be done in accordance with (i) all applicable state, federal and local laws, rules, ordinances and regulations; and (ii) the terms and provisions of this Agreement.

27. **Indemnification for Environmental Contamination.** The Developer, Contractor or Homeowner's Association, as applicable, shall indemnify, defend, and hold the Village, Utility District, and

their respective elected and appointed officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable actual fees for attorneys and consultants) that arise as a result of the presence in or on property owned by the Village or Utility District or any Village right-of-way (“Village Parcels”) of any toxic or hazardous substances in excess of the minimum levels allowed by applicable law (collectively, the “Substance”) arising from any activity conducted by the Developer, Contractor, or any third parties, or by the Developer’s respective employees, agents or contractors at or under the Property, except as to injury or damage arising, in whole or in part, due to the negligence or willful misconduct of the Village, Utility District or any of their agents, contractors, officers or employees. Without limiting the generality of the foregoing, this indemnification shall specifically include any costs incurred by the Village in connection with any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence of the Substances on or in the parcels within the Property that are conveyed to the Village (the “Village Parcels”), whether in the soil, groundwater or air unless its due to the Village’s negligence, willful neglect or misconduct.

The Village and Utility District agree that they will immediately deliver written notice to the Developer and Contractor of the Village’s or Utility District’s discovery of the Substances in or on the Village Parcels. Following delivery to the Developer and Contractor of written notice of the Village’s or Utility District’s claim as required under this Section, the Village and Utility District shall make all reasonable accommodations to allow the Developer, Contractor or Homeowner’s Association to examine the Village Parcels and conduct such clean-up operations as may be required by appropriate local, state, or federal agencies to comply with applicable laws.

In the event the Developer and Contractor is obligated to indemnify the Village and Utility District against claims arising under this Section, Developer and Contractor shall take all necessary steps to ensure that the Village and Utility District receive written confirmation from the appropriate governmental authority of the

satisfactory completion of the required remediation, removal or restoration work including, without limitation, a no further action letter, final case closure letter or confirmation that the presence of such toxic or hazardous substances affecting the Village Parcels migrated from an offsite source (the "Closure Documents"). The Closure Documents may be predicated upon any contingency or restriction approved by the appropriate governmental authority for groundwater or any use or as a deed restriction or registration in any registry including, without limitation, the GIS Registry. Developer and Contractor shall be responsible for any continuing obligation imposed by any appropriate governmental authority as a continuing indemnity for the Village and the Utility District.

**28. Insurance Requirements.**

(a) **General:** The Developer and Contractor shall obtain insurance reasonably acceptable to the Village as required under this section and such insurance which shall, by specific endorsement to said policy, name the Village and Utility District, on a primary and noncontributory basis, as an additional insured or loss payee as the Village shall direct. The Developer and Contractor shall maintain all required insurance under this section until the Village has accepted dedication of all Public Improvements and for the duration of the Guaranty Period. Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Office of the Commissioner of Insurance. The Village reserves the right to reasonably disapprove any insurance company.

(b) **Minimum Limits of Insurance:** Where the Village does not specify other limits for liability insurance, the minimum limits of insurance coverage shall be as follows:

Employer's Liability	\$100,000 per occurrence
Comprehensive Motor Vehicle Liability	\$1,500,000 combined single limit for bodily injury and property damage
Comprehensive General Liability for Bodily Injury and Property Damage	\$1,500,000 per occurrence \$2,000,000 general aggregate

Worker's Compensation	Statutory Limits
Builder's Risk (as deemed applicable by the Village)	All Risk Type; Total Value of Project
Installation Floater	All Risk Type; Total Value of Project
Umbrella	\$2,000,000 Aggregate

The Developer and Contractor may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in a combination with an umbrella excess third party liability policy.

(c) **Contractor and Owner's Protective Liability (Independent Contractor Insurance).** The Contractor's Contractor and Owner's Protective Liability Policy shall have the same coverage limits as the Comprehensive General Liability Policy.

(d) **Homeowner's Association Insurance.** The Homeowner's Association shall provide liability insurance for the outlot, and the Restrictive Covenants shall contain a covenant governing this requirement.

29. **Special Assessments.** Developer agrees, for itself and its successors in interest in the Property, that the Property is specially benefitted by this Agreement and by the Public Improvements provided for by this Agreement. If Developer and/or the Homeowner's Association defaults on any obligations under this Agreement, including but not limited to any financial obligation, Developer agrees, for itself and its successors in interest in the Property, that, in addition to any other remedy at law or in equity that the Village may pursue, the Village shall be entitled to specially assess all its costs relating to such default against the Property, pro rata based on acreage, without need of any procedures that are otherwise required by state statute or Village ordinance before a special assessment may be imposed. Developer, for itself and its successors in interest in the Property, hereby waives any and all rights to any hearings and to challenge any such special assessment.

30. **Miscellaneous Provisions.**

a. **Incorporation of Attachments.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

b. **Non-waiver of Approvals.** Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses, and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any plans and specifications, or any part thereof, or to impose reasonable limitations, restrictions, and requirements on the Property, construction, and use of the Property as a condition of any such approval, license, or permit, including without limitation, requiring any and all other and further development and similar agreements. The Village will act diligently to review all necessary approvals, licenses, and permits duly requested by the Developer.

c. **Compliance with Laws.** The Property construction shall be undertaken and done in full compliance with:

- i. The terms and provisions of this Developers Agreement;
- ii. All applicable governmental laws, rules, regulations, statutes and ordinances;  
and
- iii. All directives, rules and regulations of the Village and District, and its officers, employees and agents (including, but not limited to, the engineers of the District); and
- iv. All drawings, plans, specifications, or diagrams required by and approved by the Village and/or District.

d. **Time of the Essence.** Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

e. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

f. **Entire Agreement.** This Agreement and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the Village with respect to the matters set forth herein.

g. **Venue and Law Applicable.** This Agreement shall be governed, controlled, interpreted and construed in accordance with the internal laws of the State of Wisconsin. The venue of any legal action arising under and/or pertaining to this Agreement shall solely and exclusively be Racine County Circuit Court in Racine, Wisconsin.

h. **Originals and Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

i. **Amendments to Agreement.** This Agreement shall not be amended orally but only by the written agreement of the Parties signed by the appropriate representatives of each Party and with the actual authority of each Party, provided, however, that the signatures of the Contractor or Mortgagee shall not be required for any amendment that does not affect the respective rights of the Contractor or Mortgagee.

j. **Agreement Runs with the Land.** This Agreement and the provisions hereof shall be covenants running with the land and shall be binding upon the present owners of the Property for so long as they own the Property or any part thereof and for so long as they have continuing obligations and responsibilities under the express terms of this Agreement, and upon their successors in title and assigns. This Agreement shall be recorded with the Racine County Register of Deeds. Wherever an obligation herein is designated as that of the Developer or Homeowner's Association or others, the obligation shall be joint and several hereunder; provided, however, that Developer shall not be liable hereunder for any defaults occurring after the sale of any lots in the Property. The Homeowner's Association will be created and will

assume such obligations hereunder. Attached as **Exhibit C**, and incorporated herein by reference, are the “Restrictive Covenants.”

k. **Notices.** All notices permitted or required by this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended or a successor designated by a party to this Agreement, or upon facsimile transmission to the fax numbers set forth herein or a successor number or numbers designated by the party, or one business day after deposit with a nationally recognized overnight commercial courier service, air bill prepaid, or forty-eight (48) hours after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows, or a successor party or address or both:

To Developer:

Bluffside Estates, LLC  
c/o Raymond Leffler  
8338 Corporate Drive  
Racine, Wisconsin 53406

To the Village and Utility Districts:

Village Clerk  
Village of Caledonia  
5043 Chester Lane  
Racine, Wisconsin 53402  
Fax: 262-835-2388

And to:

Public Services Director  
Village of Caledonia  
5043 Chester Lane  
Racine, Wisconsin 53402  
Fax: 262-835-2388

To the Mortgagee:

Tri City National Bank  
2704 Lathrop Avenue  
Racine, Wisconsin 53405  
Fax: 262-554-5866

To the Contractor:

Earth X LLC  
Robert Nicoson  
1121 Newman Rd  
Mount Pleasant , Wi 53406-3450

l. **Successors and Assignment.** This Agreement is binding and enforceable against the Parties' respective successors and permitted assigns. The Village and Utility District may assign its interest in this Agreement to any successor entity or entities, including any municipality or municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village. The Developer and Contractor may not assign its interest in this Agreement without the express written approval of the Village and Utility District.

m. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall be binding on all parties.

n. **Subordination.** The Mortgagee joins in this Agreement for the sole purpose of agreeing that in the event of the foreclosure of its mortgage interest in the Property, this Agreement shall survive such foreclosure and the Property shall remain subject to this Agreement.

o. **The Contractor.** Earth X, LLC. is the general contractor for construction of the Project, being hired and retained by Developer to construct the Property. Earth X, LLC., however, as the general contractor, shall be responsible and obligated to the Village and the District to perform all of the duties imposed upon the "Contractor" under this Agreement.

p. **Force Maieure.** For purposes of this Agreement, the term "Force Majeure" means events or circumstances beyond a Party's reasonable control, including, without limitation, "acts of God," fire, flood, other natural calamities, accidents, unusual delays in deliveries, unavoidable casualties, labor disputes, strikes, lockouts or picketing (legal or illegal), wars, riots, acts of terrorism, changes in or unexpected interpretations of applicable statutes, laws, ordinances or regulations, adverse weather

conditions, condemnation or other actions of governmental authorities or utility companies or shortages of labor, fuel, power or materials. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any work or act required hereunder by reason of a Force Majeure, then performance of such work or act shall be excused for the period of the delay and the period for the performance of such work or act shall be extended for a period equivalent to the period of such delay.

q. **Use of Further Subcontractor.** In the event Contractor elects to use a further Subcontractor(s) to do part and/or all of the construction of the Property or Subdivision System, then:

- i. Such further Subcontractor must be pre-approved by the Developer; and
- ii. Such further Subcontractor must be pre-approved and pre-qualified by the Village, which approval shall not be unreasonably withheld, conditioned, or delayed; and
- iii. Such further Subcontractor shall agree to perform all of the duties and obligations imposed upon the Contractor in this Agreement relative to that portion of the duties and obligations of the work they are taking over; and
- iv. The Contractor shall still remain a party to this Agreement, and still be responsible for fully performing all of the duties and obligations imposed upon any subcontractor(s) under this Agreement.

r. **Legal Action.** In addition to the provisions set forth in this Agreement, the Village and Utility District may take any and all other appropriate action at law or equity to enforce compliance with the provisions of this or any other agreement they may have with the Developer and Contractor pertaining to this project, and in the event of a legal action in which the final determination is in favor of the Village and/or Utility District, the Village and/or Utility District shall be entitled to collect from the Developer and Contractor statutory costs and disbursements, plus its actual reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year set forth below

**.DEVELOPER:**

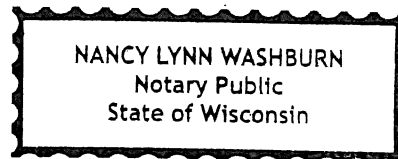
**BLUFFSIDE ESTATES LLC**

By: [Signature]  
Raymond C. Leffler, Member

By: [Signature]  
Tom Antonneau, Member

By: [Signature]  
Robbie Nicoson, Member

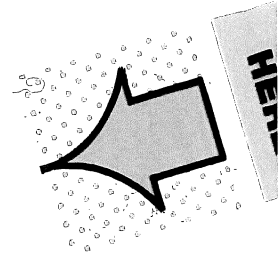
STATE OF WISCONSIN )  
COUNTY OF Racine ) SS:



Personally came before me this 1<sup>ST</sup> day of December 2022,  
Raymond C, Leffler, Tom Antonneau and Robbie Nicoson, Members of Bluffside Estates LLC, to me  
known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and  
deed of said limited liability company.

Notary Public, Racine County, WI  
Print Name : Nancy Lynn Washburn  
My commission: 3-8-2025  
Nancy Lynn Washburn

TRI CITY NATIONAL BANK




By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_  
Printed name Title


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

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, the  
above-named \_\_\_\_\_ to me known to be the individual who executed the foregoing  
instrument on behalf of Tri City National Bank and acknowledged the same as the act and deed of  
said financial institution.

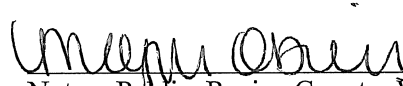
Notary Public, \_\_\_\_\_ County, WI  
My commission: \_\_\_\_\_

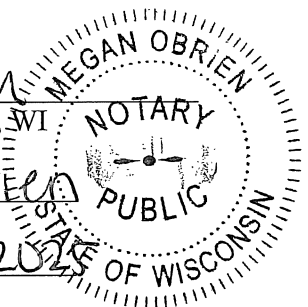
**VILLAGE OF CALEDONIA**

By:   
James R. Dobbs  
Village President

Attest:   
Joslyn Hoeffert  
Village Clerk

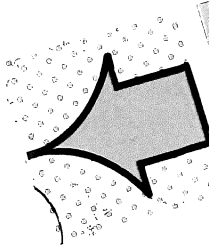
Personally came before me this 14 day of February, 202<sup>3</sup>, James R. Dobbs and Joslyn Hoeffert, Village President and Village Clerk of the Village of Caledonia, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Village.

  
Notary Public, Racine County, WI  
Name: Megan O'Brien  
My Commission: 07/12/2025



**VILLAGE OF CALEDONIA UTILITY DISTRICTS**

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



Attest: \_\_\_\_\_  
Michael Park  
Secretary

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 202, Howard Stacey and \_\_\_\_\_, President and Secretary of the Village of Caledonia Utility District, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said Districts.

\_\_\_\_\_  
Notary Public, Racine County, WI

Name: \_\_\_\_\_

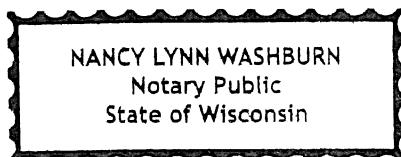
My Commission: \_\_\_\_\_

EARTH EX, LLC

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

Member

Personally came before me this 1<sup>ST</sup> day of December, 2022, Rob Nicoson, Member of the Earth X, LLC, to me known to be the persons who executed the foregoing instrument, and acknowledged the same as the act and deed of said corporation.



Notary Public, Racine County, WI

Name: Nancy Lynn Washburn

My Commission: 3-8-2025  
Nancy Lynn Washburn

- Exhibit A: Legal Description of Property and Subdivision Exhibit
- Exhibit B: Public Improvements Cost Estimate
- Exhibit C: Restrictive Covenants
- Exhibit D: Storm Water Easement and Maintenance Agreement

Exhibit E: Construction Plans and Specifications 770272.152

**EXHIBIT A**

[INSERT WRITTEN LEGAL AND PLAT]

		<b>Exhibit B</b>		
		<b>Public Improvement Cost Estimate</b>	<b>12/1/2022</b>	<b>revised</b>
	Erosion Control		\$ 18,350.00	
	Pond Excavation 1/2 acre includes stabilization		\$ 115,000.00	
	Driveway for Lots 1 & 2- Crushed concrete RLP		\$ 14,400.00	
	Storm Sewer		\$ 55,440.00	
	Water Main		\$ 413,260.00	
	SANITARY SEWER		\$ 80,600.00	
	Construction inspection		\$ 20,000.00	
	Project Totals		\$ 717,050.00	
	FINANCE COSTS			
	Administration fees 20% of LLOC		\$ 143,410.00	
	Total LLOC Amount		\$ 860,460.00	


EXHIBIT C

EXHIBIT D

## MEMORANDUM

**DATE:** Thursday, February 23, 2023

**TO:** Caledonia Utility District

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

**RE:** STH 32 Stream Restoration – Change Order #2

### BACKGROUND INFORMATION

This Change Order is for undercutting the Ford Crossing on the project. The subsoils required that the crossing be undercut.

This Change Order adjusts the contract by \$2,609.29 or 0.93% of the original contract.

It is recommended that Change Order #2 be approved.

### RECOMMENDATION

**Move to approve Change Order #2 in the amount of \$2,609.29 for the STH 32 Stream Restoration Project.**

**SECTION 00 63 62  
CHANGE ORDER**

No. 2

Date of Issuance: <u>2/23/2023</u>	Effective Date: <u>2/23/2023</u>
Owner: <u>Caledonia Utility District</u>	Owner's Contract No.: <u>19C035.01</u>
Contractor: <u>A.W. Oakes and Son, Inc.</u>	Contractor's Project No.: <u></u>
Engineer: <u>Foth Infrastructure &amp; Environment, LLC</u>	Engineer's Project No.: <u>19C035.01</u>
Project: <u>STH 32 Stream Restoration</u>	Contract Name: <u></u>

The Contract is modified as follows upon execution of this Change Order:

Description: The ford crossing mat manufacturer recommended installing a stone base under the ford crossing mat. The change was communicated with the DNR and ACOE who were accepting of the request.

Attachments: Supporting materials.


All increases to contract price shall include costs for bonding and insurance.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>279,831.00</u>	Original Contract Times: Substantial Completion: <u>March 17, 2023</u> Ready for Final Payment: <u>June 30, 2023</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>1</u> :  \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: <u>NA</u> Ready for Final Payment: <u>NA</u> days
Contract Price prior to this Change Order:  \$ <u>279,831.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 17, 2023</u> Ready for Final Payment: <u>June 30, 2023</u> days or dates
[Increase] [Decrease] of this Change Order:  \$ <u>2,609.29</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>282,440.29</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 17, 2023</u> Ready for Final Payment: <u>June 30, 2023</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: _____
Date: <u>2/23/2023</u>	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

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



**EARTHWORK • UTILITIES • SITE DEVELOPMENT • ENVIRONMENTAL SERVICES**

2000 Oakes Road. Racine, Wisconsin 53406

Phone: (262) 886-4474 • Fax: (262) 886-1897

February 10, 2023

**AWO-22160-001**

Caledonia Utility District  
Mr. Andy Schultz

RE: A.W. Oakes & Son, Inc. – STH 32 Stream Restoration Project – Ford Crossing Undercut

A.W. Oakes & Son, Inc. has performed undercuts under the Ford Crossing per the manufacturers recommendations. Plan sheet C5.03 identifies that the base material for the Ford Crossing shall be the existing clay material. Flexamat manufacturer recommended a stone undercut for heavy farm equipment using the crossing. The question was brought to the team's attention on 1/23/2023 via email. Formal direction to proceed with the undercut was given on 1/24/2023. The work was performed on 1/30/2023. A breakdown of the labor, equipment, and material is attached for your use.

**Ford Crossing Undercut**

**\$2,609.29**

Please issue a contract change order for the above referenced amount. If you have any questions, please let me know if you have questions at 312-656-0710.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BRUCKA', is written over the printed name.

Brian Rucka  
Project Manager  
A.W. Oakes & Son, Inc.

## ADDITIONAL PAYMENT REQUEST

A.W. Oakes & Son  
2000 Oakes Road  
Racine, WI 53406



DATE: 02/10/2023

**TO:** Caledonia Utility District  
333 4 1/2 Mile Road  
Racine, WI 53402

**ATTENTION:** Andy Schultz

**PROJECT:** STH 32 Stream Restoration Project

**LOCATION:** Caledonia, WI

**DESCRIPTION OF WORK PERFORMED:**

**Ford Crossing Undercut**  
Undercut Ford Crossing per manufacturers recommendations and fill with 2"-3" crushed rock  
as a base.

Total A.W. Oakes Labor and Equipment

\$1,695.00

Total Materials

\$914.29

Total Subcontractor

\$0.00

Total Expenses

**\$2,609.29**

## A.W. Oakes Labor and Equipment

A.W. Oakes & Son  
2000 Oakes Road  
Racine, WI 53406



DATE: 02/10/2023

1/30/2023		Rate	Amount
Bob Eilers (Op.F) 7.5 HR			
Operator & Backhoe	7.5 RT	\$190.00	\$1,425.00
Quad Axle Trucking	2 RT	\$135.00	\$270.00
Day Subtotal			\$1,695.00

### A.W. Oakes Labor and Equipment Subtotal

1/30/2023 \$1,695.00  
Total **\$1,695.00**

# A.W. Oakes Materials

A.W. Oakes & Son  
2000 Oakes Road  
Racine, WI 53406



DATE: 02/10/2023

	Quantity	Unit	Rate	Amount
1/30/2023 3" Rock	61.81	TN	\$12.25	\$757.17
			+ tax	\$37.86
				\$795.03
			+ 15% Markup	\$119.25
				\$914.29

A.W. Oakes Material Subtotal

Total **\$914.29**

**A.W. OAKES & SON**  
**CONTRACT CHANGE ORDER / T & M BILLING**

JOB #: 22160      DATE: 1/30/23      CHG # \_\_\_\_\_

JOB NAME: STH 32 Stream Restoration

CONTACT: \_\_\_\_\_ PHONE # \_\_\_\_\_

PROJECT MGR: \_\_\_\_\_

CHANGE TYPE (Circle One):                      LUMP SUM                      TIME & MAT'L                      UNIT PRICE                      DELETION

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Undercut Ford Crossing and Fill with 3" Stone  
- 10'-12" Undercut.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TOTAL CHANGE DOLLARS: 2609.<sup>29</sup>  
SCHEDULE IMPACT (DAYS): TBD

**APPROVAL:**

PROJECT MGR SIGNATURE: \_\_\_\_\_

PROJECT REPRESENTATIVE SIGNATURE: \_\_\_\_\_

The undersigned certifies that he/she is an authorized representative of the Owner / Prime Contractor and has the authority to bind the Contracting Party to this Contract Change Order/T & M Billing Agreement (the "Change Order"). This Change Order shall adjust Contract Value without further negotiations or encumbrances.

**OAKES TRANSPORT, INC.**

1989 OAKES ROAD  
 RACINE, WI 53406  
 Phone: (262) 886-4474

94199

DATE 1/30/23FLEET # 846TRI-AXLE ☐SEMI ☐QUAD-AXLE ☒ROCKBODY ☐CUSTOMER O.45JOB NO. 22160JOB LOCATION Hwy 32

MATERIAL HAULED	HAULED FROM/ HAULED TO	# OF TONS	# OF LOADS	START TIME	STOP TIME	# OF HOURS	PHASE CODES (OFFICE USE ONLY)
3" ch.	P1P40 Hwy 32	41.33	2	8:00am	9:30	1 1/2	
1	1	20.40	1	11:30	12:00pm	1/2	

SUBTOTALS TONS &amp; LOADS

61.81

21.73

3

SUBTOTAL  
HRS.

2

SITE SUPERVISOR SIGNATURE

LESS LUNCH  
HRS.  
(deduct)

&lt; &gt;

DRIVER SIGNATURE

TOTAL JOB  
HOURS

2

TRUCK MANAGER SIGNATURE

WHITE - CUSTOMER

YELLOW - BILLING

PINK - OFFICE

GOLD - DRIVER

9/19

## INVOICE

PAYNE AND DOLAN INC  
PO BOX 781  
WAUKESHA WI 53187-0781

Page 3 of 3

80360 RACINE AGGREGATE SITE, Phone # (262) 524-1852 W

Sold To: A W OAKES AND SON INC  
2000 OAKES RD  
RACINE WI 53406

Ship To: A W OAKES AND SON INC  
2000 OAKES RD  
RACINE WI 53406

Customer No: 116897  
Salesperson: LMS  
Tax Exempt ID:  
Payment Terms: NET 30 DAYS

Invoice Date: 2/09/23  
Invoice No: 1849155  
Due Date: 3/11/23

Product Totals		
Product	Quantity	Amount
240	61.81	757.18

Amount Totals	
Total Products	\$ 757.18
Tax: State	37.86
County	0.00
Local	0.00
Total Tax	\$ 37.86
Due Date	3/11/23
TOTAL DUE	\$ 795.04 ***

Daily Totals	
Date	Quantity
1/30/23	61.81

#22160

95-1

## INVOICE

PAYNE AND DOLAN INC  
PO BOX 781  
WAUKESHA WI 53187-0781

Page 2 of 3

80360 RACINE AGGREGATE SITE, Phone # (262) 524-1852 W

Sold To: A W OAKES AND SON INC  
2000 OAKES RD  
RACINE WI 53406

Ship To: A W OAKES AND SON INC  
2000 OAKES RD  
RACINE WI 53406

Customer No: 116897  
Salesperson: LMS  
Tax Exempt ID:  
Payment Terms: NET 30 DAYS

Invoice Date: 2/09/23  
Invoice No: 1849155  
Due Date: 3/11/23

Our Order #: 10314506 SE J#22160 FOB CUD STH 32 RESTOR				Your PO: J#22160/Q#7475			
Tkt Date	Product #	Product Description	Ticket Number	Quantity	UM	Price	Amount
1/30/23	240	2-1/2"x1-1/2" Stone	80360 8036 01017175	20.19	TN	12.25	247.33
			80360 8036 01017176	21.14	TN	12.25	258.97
			80360 8036 01017178	20.48	TN	12.25	250.88
Subtotal PO #: J#22160/Q#7475				61.81			\$757.18

RACINE AGGREGATES  
PAYNE & DOLAN INC.  
1501 THREE MILE RD  
RACINE, WI 53402

Truck 29371  
Truck Name: OAK846  
Carrier 99999  
Carrier Name: N/C TRK  
Product 240 Loads 1 Qty 20.19

80360 - 80360 - 1017175  
1/30/2023 8:33:55AM  
Location: 80360

Custome 116897 OAKES A W AND SON INC P.O. J#22160/Q#7475  
Order 10314506 J#22160 FOB CUD STH 32 RESTOR

Foreman  
Product 240 2-1/2"x1-1/2" Stone

Quantity 20.19 Ton

Gross	Tare	Net
69980 lb	29600 lb * * P. T.	40380 lb

Driver Name: \_\_\_\_\_ Received By: \_\_\_\_\_

As evidence by Signature or departure from Seller's facility, you are agreeing to accept and be bound by the Terms/Conditions on the reverse side for the material and vehicle or any future vehicle at this Facility or any other Company Facilities.

RACINE AGGREGATES  
PAYNE & DOLAN INC.  
1501 THREE MILE RD  
RACINE, WI 53402

Truck 29371  
Truck Name: OAK846  
Carrier 99999  
Carrier Name: N/C TRK  
Product 240 Loads 2 Qty 41.33

80360 - 80360 - 1017176  
1/30/2023 8:58:12AM  
Location: 80360

Custome 116897 OAKES A W AND SON INC P.O. J#22160/Q#7475  
Order 10314506 J#22160 FOB CUD STH 32 RESTOR

Foreman  
Product 240 2-1/2"x1-1/2" Stone

Quantity 21.14 Ton

Gross	Tare	Net
71880 lb	29600 lb * * P. T.	42280 lb

Driver Name: \_\_\_\_\_ Received By: \_\_\_\_\_

As evidence by Signature or departure from Seller's facility, you are agreeing to accept and be bound by the Terms/Conditions on the reverse side for the material and vehicle or any future vehicle at this Facility or any other Company Facilities.

**RACINE AGGREGATES**  
PAYNE & DOLAN INC.  
1501 THREE MILE RD  
RACINE, WI 53402

Truck 29371  
Truck Name: OAK846  
Carrier 99999  
Carrier Name: N/C TRK  
Product 240

**80360 - 80360 - 1017178**

1/30/2023 11:47:37AM

Loads 3 Qty 61.81

Location: 80360

Custome 116897 OAKES A W AND SON INC  
Order 10314506 J#22160 FOB CUD STH 32 RESTOR

P.O. J#22160/Q#7475

Foreman  
Product 240 2-1/2"x1-1/2" Stone

Quantity 20.48Ton

Gross	Tare	Net
70560 lb	29600 lb	* 40960 lb
	* P. T.	


Driver Name: \_\_\_\_\_ Received By: \_\_\_\_\_

As evidence by Signature or departure from Seller's facility, you are agreeing to accept and be bound by the Terms/Conditions on the reverse side for the material and vehicle or any future vehicle at this Facility or any other Company Facilities.

## MEMORANDUM

**DATE:** Thursday, February 23, 2023

**TO:** Caledonia Utility District

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

**RE:** North Kremer Watermain Improvements – Change Order #2

### BACKGROUND INFORMATION

Change Order #2 on the North Kremer Watermain Improvement Project is for 4 separate T&M repairs that were required as part of the project. TM #1 was for repairing various watermain breaks on the project in the Fall of 2021. TM #2 was for saw cutting and traffic control on the water lateral for 4943 Charles Street. TM#3 was for the repair of the watermain in front of 3511 Buckley Road. TM #4 was for installing a clay dam on the water and sewer laterals at 4812 Lora Street.

The cost of the TM jobs were \$28,297.32 or 1.06% of the original contract. All Change Orders to date adjust the contract by -0.99%.

It is recommended that Change Order #2 be approved.

### RECOMMENDATION

**Move to approve Change Order #2 in the amount of \$28,297.32 for the North Kremer Watermain Improvements Project.**

**SECTION 00 63 62**  
**CHANGE ORDER**

No. 2

Date of Issuance: February 23, 2023  
Owner: Village of Caledonia Utility District  
Contractor: PTS Contractors, Inc.  
Engineer: Foth Infrastructure & Environment, LLC  
Project: North Kremer Water Main Improvements

Effective Date: February 23, 2023  
Owner's Contract No.: 20C030.10  
Contractor's Project No.:  
Engineer's Project No.: 20C030.10  
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

**Description:**

-Various repairs made at the request of the Caledonia Utility District.

Item	Description	Unit	Quantity	Unit Price	Total
CO2-1	Fall 2021, Various Water Main Break Repairs	LS	1	\$ 12,373.20	\$ 12,373.20
CO2-2	4943 Charles Water Service	LS	1	\$ 6,935.00	\$ 6,935.00
CO2-3	3511 Buckley Water Main Break Repair	LS	1	\$ 4,570.97	\$ 4,570.97
CO2-4	4812 Lora St Clay Dam Installation	LS	1	\$ 4,418.15	\$ 4,418.15
<b>SUBTOTAL</b>					<b>\$ 28,297.32</b>

**Attachments:**

-N/A

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIMES</b>
Original Contract Price:  \$ <u>2,681,000.00</u>	Original Contract Times: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates
[ <del>Increase</del> ] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>   </u> to No. <u>1</u> :  \$ <u>54,921.85</u>	[ <del>Increase</del> ] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ <u>2,626,078.15</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates
[ <del>Increase</del> ] [ <del>Decrease</del> ] of this Change Order:	[ <del>Increase</del> ] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>No Change</u>

\$ 28,297.32

Ready for Final Payment: No Change  
days or dates

Contract Price incorporating this Change Order:


\$ 2,654,375.47

Contract Times with all approved Change Orders:

Substantial Completion: June 3, 2022

Ready for Final Payment: July 1, 2022  
days or dates

RECOMMENDED:

By:   
Engineer (if required)

Title: Project Manager

Date: 2/23/2023

ACCEPTED:

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

Title \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED:

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

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved by Funding Agency (if applicable)

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

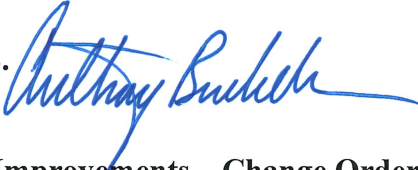
Date: \_\_\_\_\_

Title: \_\_\_\_\_

## MEMORANDUM

**DATE:** Thursday, February 23, 2023

**TO:** Caledonia Utility District

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

**RE:** North Kremer Watermain Improvements – Change Order #3

### BACKGROUND INFORMATION

Change Order #3 on the North Kremer Watermain Improvement Project is for 2 additional T&M repairs that were required as part of the project and a remobilization charge. TM #5 was for constructing a gravel turnaround at the end of Buckley Road. TM #6 was for Sodding a portion of the road ditch on Wedgewood Drive due to sump pumps and constant water. The remobilization charge was for the Concord Apartments water meter vault installation.

The cost of the TM jobs were \$7,441.82 and the remobilization charge was \$7,585.00. This Change Order has a total cost of \$15,026.82 or 0.56% of the overall contract.

All Change Orders to date adjust the contract by -\$11,597.71 or 0.43%.

It is recommended that Change Order #3 be approved.

### RECOMMENDATION

**Move to approve Change Order #3 in the amount of \$15,026.82 for the North Kremer Watermain Improvements Project.**

**SECTION 00 63 62**  
**CHANGE ORDER**

No. 3

Date of Issuance: February 23, 2023  
Owner: Village of Caledonia Utility District  
Contractor: PTS Contractors, Inc.  
Engineer: Foth Infrastructure & Environment, LLC  
Project: North Kremer Water Main Improvements

Effective Date: February 23, 2023  
Owner's Contract No.: 20C030.10  
Contractor's Project No.:  
Engineer's Project No.: 20C030.10  
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

-Various repairs made at the request of the Caledonia Utility District.

Item	Description	Unit	Quantity	Unit Price	Total
CO3-1	Construct Gravel Turnaround at End of Buckley	LS	1	\$ 4,336.66	\$ 4,336.66
CO3-2	Sod for Project Areas too Wet to Seed	LS	1	\$ 3,105.16	\$ 3,105.16
CO3-3	Remobilization to Complete Concorde Vault	LS	1	\$ 7,585.00	\$ 7,585.00
SUBTOTAL					\$ 15,026.82

Attachments:

-N/A


CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ 2,681,000.00	Original Contract Times: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ 26,624.53	[Increase] [Decrease] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ 2,654,375.47	Contract Times prior to this Change Order: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>No Change</u>

<u>\$ 15,026.82</u>	Ready for Final Payment: <u>No Change</u> days or dates
Contract Price incorporating this Change Order:  <u>\$ 2,669,402.29</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: <u></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title _____
Date: <u>2/23/2023</u>	Date _____	Date _____

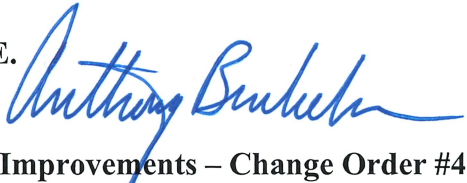
Approved by Funding Agency (if applicable)

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

## MEMORANDUM

**DATE:** Friday, February 24, 2023

**TO:** Caledonia Utility District

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

**RE:** North Kremer Watermain Improvements – Change Order #4

### BACKGROUND INFORMATION

Change Order #4 on the North Kremer Watermain Improvement Project is for adjusting miscellaneous quantities to match what was installed on the project. The adjustment of 34 Bid items and accounting all the plusses and minuses results in a Final Change Order of \$38,771.67. See Attached Contractors Application for all adjusted quantities.

Change Order #4 adjusts the contract by 1.45% and Change Orders to date have adjusted the contract by 1.01%.

It is recommended that Change Order #4 be approved.

### RECOMMENDATION

**Move to approve Change Order #4 in the amount of \$38,771.67 for the North Kremer Watermain Improvements Project.**

**SECTION 00 63 62**  
**CHANGE ORDER**

No. 4

Date of Issuance: February 23, 2023  
Owner: Village of Caledonia Utility District  
Contractor: PTS Contractors, Inc.  
Engineer: Foth Infrastructure & Environment, LLC  
Project: North Kremer Water Main Improvements

Effective Date: February 23, 2023  
Owner's Contract No.: 20C030.10  
Contractor's Project No.:  
Engineer's Project No.: 20C030.10  
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

-Rebalance estimated quantities to actual quantities for project closeout.

Attachments:

-Final quantity balance spreadsheet.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>2,681,000.00</u>	Original Contract Times: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates
[ <del>Increase</del> ] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>11,597.71</u>	[ <del>Increase</del> ] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>   </u> to No. <u>   </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days
Contract Price prior to this Change Order:  \$ <u>2,669,402.29</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates
[Increase] [ <del>Decrease</del> ] of this Change Order:  \$ <u>38,771.67</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>No Change</u> Ready for Final Payment: <u>No Change</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>2,708,173.96</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>June 3, 2022</u> Ready for Final Payment: <u>July 1, 2022</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Project Manager	Title		Title	
Date:	2/23/2023	Date		Date	

Approved by Funding Agency (if applicable)

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



**RESOLUTION NO. 2023-XX**  
**(2/28/2023)**

**RESOLUTION APPROVING A STEP INCENTIVE STRUCTURE FOR THE UTILITY  
OPERATOR IN TRAINING AND UTILITY OPERATOR POSITIONS**

**WHEREAS**, the Village of Caledonia has previously created the Utility Operator and Utility Operator in Training Positions for the Village of Caledonia Utility District.

**WHEREAS**, the Utility Operator in Training Position was created to increase the number of eligible candidates to apply for and ultimately fill the position of Utility Operator.

**WHEREAS**, the Village of Caledonia has had difficulty staffing and retaining employees in the Utility Operator and Utility Operator in Training Positions.

**WHEREAS**, staff has proposed a Step Incentive Structure for the Utility Operator and Utility Operator in Training positions to aid in retaining employees and attracting candidates to these positions. The Step Incentive Structure is attached as **Exhibit A**.

**WHEREAS**, on February 21, 2023, the Personnel Committee recommended that the Step Incentive Structure for the Utility Operator and Utility Operator in Training positions be forwarded to the Village Board for approval and forwarded to the Village of Caledonia Utility District for information.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board, that the recommendation of the Personnel Committee for the Step Incentive Structure is hereby approved.

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

**VILLAGE OF CALEDONIA**

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

James R. Dobbs  
Village President

Attest: \_\_\_\_\_

Joslyn Hoeffert  
Village Clerk

## Utility District Operator In Training

2/22/2023

### 2023 Wage Range

Operator in Training		Operator	
Min	\$ 18.13	Min	\$ 25.52
Mid	\$ 20.85	Mid	\$ 29.35
Max	\$ 23.57	Max	\$ 33.17

Would like to have incremental increases for obtaining Certifications

#### Group 1

Water Distribution Certification \$1.50

#### Group 2

Blood Borne Pathogens

Confined Space \$ 1.50

CPR

#### Group 3

CDL Class B with Tanker Endorsement \$ 1.50

Start Operator in Training at \$ 20.85

Group 1 \$ 22.35

Group 2 \$ 23.85

Group 3 \$ 25.35

Certifications will be required to be obtained within 1 year of hire

Would also be reclassified to Utility District Operator after 2 years

Start \$ 20.85 1 year \$ 25.35

## Utility District Operator

Would like to have steps after becoming an Operator to retain employees

These increases would be in addition to Merit Increases

Upon 2 years of service \$ 1.50

Upon 4 years of service \$ 1.50

Upon 6 years of service \$ 1.50