

Craig, Sondra

From: Gary Seago <gseago50@gmail.com>
Sent: Monday, May 5, 2025 7:06 PM
To: Craig, Sondra
Subject: 25-0413
Attachments: ACFrOgB0jy1uZ99dJnLGNi6v02JGdL4BmL8FD-UkF3aHmN4AhnQKEpJ-dfmw16eEh_DoUhEwYvnn2mGA5NfSQzaP5zXjkdCShNg2Kcr95e4giCD4G8_tl1QPXOBj6OivlmKH89R7Oy80OC87GnSO222hJb2lengbXGRhPLPyw==.pdf; 2023 Estimates - Gary.pdf

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I am writing this to the new residents who will be residing on lot 17 Little Water View. You will now belong to the Waterview Stormwater HOA. Lot 17's responsibility will be 11.33 % of any maintenance or improvements to stormwater issues over the entire system.

Our stormwater ditch had sandy soils and grass. It didn't last long. Even though your rain gardens and biofilters are new, ours are not. Our problems started in 2018 and continue to today. We wanted to make improvements 2-3 years ago, but we couldn't because the person running our HOA (and now yours) is Karl Schilling, the sole administrator. Good luck. He has yet to do anything to help the HOA. We are unsure what's in our account. Attached are 2 estimates to hard pipe the storm water ditch and make the rain gardens look like what the original plan called for, which they never did.

Mr. Mazzola says he has spent a lot of money on repairing the stormwater issues. Pretty much everything he has touched has failed or requires substantial repairs. If I were like you folks going to buy a home in this subdivision, I would surely like to see it having a good- standing HOA.



(608) 632-1624

Estimate

Estimate for:

Waterview HOA Inc.
6006 River Run Road
LaCrosse WI 54601

Project:

Retention Ponds Planting & Mulching

Payable to:

Sams Spades LLC
Sam Oftedahl
81 Katie Lane
Cashton WI 54619

Description	Qty	Unit Price	Total Price
Plant Suggestions			
'Little Bluestem' Grass	186	\$6.99	\$1,300.14
'Prairie Dropseed' Grass	186	\$6.99	\$1,300.14
'Sideoats' Grama Grass	186	\$6.99	\$1,300.14
'Purple Coneflower"	186	\$6.99	\$1,300.14
'New England' Aster	186	\$6.99	\$1,300.14
'Black Eyed Susan'	186	\$6.99	\$1,300.14
'Liatris'	186	\$6.99	\$1,300.14
'Fox Sedge'	186	\$6.99	\$1,300.14
Plant Total			\$10,401.12
Shipping			\$65.00
tax			\$588.56
Material			
Natural Shredded Mulch	13.85	\$35.00	\$484.75
tax			\$26.66
Installation			\$10,868.75

Notes: Tax is included. Plants are in 4in pots.

\$22,434.84



Budget

Gerke Excavating
15341 State Hwy 131, S
Tomah, WI 54660
www.gerkeexcavating.com
Phone (608) 372-4203
Fax (608) 372-4139

To:
River Run HOA

Project:
Storm Sewer Improvements

Proposal #:
Q22425

Date: August 12, 2022

Line Number	Item Number	Bid Item	Total Cost	Notes per Item
1	619.1000	Mobilization	\$ -	
2	628.1504	Silt Fence	\$ -	
3	830.0136	Storm Sewer HDPE, 36"	\$ -	Add \$50/LF for Concrete Pipe
4	611.2005	Storm Inlet	\$ -	
5	830.0505	Concrete Collar Connections	\$ -	
6	606.0200	Rip-Rap Remove and Reinstall 2-3 loads for entry flume	\$ -	Rest to be covered and buried
7	208.0100	Borrow	\$ -	
8	625.0100	Topsoil	\$ -	
9	630.0100	Turf Restoration, Hydro-seeding	\$ -	
Total Bid Price			\$ 53,531.00	

Exclusions/Clarifications/Notes

1. Due to current supply chain disruptions on materials such as fabrics, water piping, sanitary piping, storm piping, fittings, valves, hydrants, etc., this proposal is only valid for 30 days after proposal date. Discussions must be documented if price is to be held for longer than 30 days. If no discussion is documented materials may be subject to a price increase.
2. This is a budget number only based on limited information available at this time.
3. Bonds and permits are excluded.
4. All Design and Regulatory Approvals by others.
5. Utility disconnects if any (gas, electrical, cable, fiber, etc.) excluded.
6. A locate request thru Diggers Hotline will be submitted. However, private lines (cable, fiber, irrigation, etc.) are to be located by others. If not located Gerke Excavating is not responsible if damaged.
7. Nothing included for winter conditions such as, blanketing, snow removal, ground thaw, frost removal/replacement, etc. due to the difficulty of quantifying such items. - If needed, an allowance can be discussed.
8. Any testing needed is excluded. - Our installed water service will be flushed until required cleanliness is achieved to get a passing bacteria sample. However, any minimum flow rate/velocity for flushing the water service to satisfy the NFPA is by others.
9. Asphalt work, concrete work and patch work is excluded.
10. Repair of any cracking to existing foundations or adjacent structures due to heavy equipment being used is excluded.
11. Due to processing fees, a 3% surcharge will be added to payments made by credit card.

Sincerely,

Dean McHugh
Gerke Excavating

The terms listed hereon are satisfactory and (I)/(We) hereby authorize the performance of said work.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

ADDITIONAL AGREEMENT PROVISIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material are conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra costs involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining all permits which may be required in connection with the performance of this Proposal/Contract.

DELINQUENCY CHARGE

Payment is due and payable upon completion of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statue, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract contains the entire Agreement and understanding between the parties, and no provisions, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.