



Office of the Clerk/Treasurer

W240N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0770 Fax 691-1798

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, October 16, 2023
6:30 PM**

Common Council Chambers ~ Pewaukee City Hall
W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1. Approval of Accounts Payable Listing Dated September 29, 2023
 4. Discussion and Possible Action to Appoint Amy Schoenemann to the Plan Commission [Klein]
 5. PUBLIC HEARING and Discussion and Possible Action Regarding the Joseph Road Reconstruction and Utility Extensions Project [Wagner]
 - 5.1. Discussion and Possible Action Regarding the Preliminary Engineers Report and Proposed Special Assessments
 - 5.2. Discussion and Possible Action Regarding Awarding the Joseph Road Reconstruction Contract to the Lowest Qualified Bidder, Musson Bros, Inc. in the Amount of \$1,409,861.40
 6. Discussion and Possible Action Regarding The Waters [Wagner]
 - 6.1. Approve the Second Reduction of The Waters of Pewaukee Letter of Credit from \$595,672.84 to \$109,100.82 (A reduction of \$486,572.02)
 - 6.2. Approve Resolution 23-10-17 Accepting Public Improvements
 - 6.3. Approve Easement Agreement for Right of Way Occupation
 7. Discussion and Possible Action Regarding the Annual Paving Assessment Cap Adjustment and Policy [Wagner]
 8. Discussion and Possible Action Regarding Signals at Lindsay Road and Pewaukee Road (STH 164) [Wagner]
 - 8.1. WisDOT Letter Agreement to Pay for the Installation of the Signals
 - 8.2. Intergovernmental Agreement Between the City of Pewaukee and the Village of Pewaukee for Traffic Signalization
 9. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
 10. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded

and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:

- Confer with Legal Counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is likely to become involved as authorized under §19.85(1)(g), Stats. Specifically to be discussed is threatened litigation involving a proposed Conditional Use Permit applied for by Quattro Development, LLC
- §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically related to providing Fire Services to the Village of Lisbon.

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

October 13, 2023

NOTICE

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 3.1.**

DATE: October 16, 2023

DEPARTMENT: Clerk/Treasurer

PROVIDED BY:

SUBJECT:

Approval of Accounts Payable Listing Dated September 29, 2023

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

ATTACHMENTS:

Description

Accounts Payable 9.29.23

10/12/2023 03:11 PM
User: OMAN
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 1/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
09/29/2023	100	1329 (E)	WISCONSIN RETIREMENT SYSTEM	WRS GENERAL EMPLOYEES	21520	00000	38,580.12
				WRS FIRE EMPLOYEES	21522	00000	52,664.55
				WRS VOLUNTARY CONTRIBUTIONS	21523	00000	178.69
				CHECK 100 1329(E) TOTAL FOR FUND 100:			91,423.36
09/29/2023	100	1355 (E)	ADP, LLC		52480	51450	392.18
09/29/2023	100	1369 (E)	DIVERSIFIED BENEFIT SERVICES, INC.	FLEX SPEND	21590	00000	3,594.06
09/29/2023	100	1371 (E)	LEASING SERVICES		52430	51420	324.00
10/02/2023	100	1375 (E) #	WE ENERGIES	STREET LIGHT REIMBURSEMENT	46321	00000	159.78
				CITY HALL - ELECTRICITY	52210	51600	4,727.68
				CITY HALL - HEAT	52220	51600	418.12
				FIRE ADMINISTRATION - ELECTRICITY	52210	52210	4,227.48
				FIRE ADMINISTRATION - HEAT	52220	52210	256.81
				HIGHWAY - ELECTRICITY	52210	53100	931.38
				PARKS - ELECTRICITY	52210	55200	2,270.73
				PARKS - HEAT	52220	55200	85.86
				CHECK 100 1375(E) TOTAL FOR FUND 100:			13,077.84
10/02/2023	100	1376 (E)	HUMANA	HEALTH INSURANCE CLEARING	21901	00000	119,057.76
10/02/2023	100	138984	REGISTRATION FEE TRUST	FIRE ADMINISTRATION - OPERATING	53400	52210	169.50
10/03/2023	100	1374 (E)	WI DEPT OF REVENUE/SALES TAX	SALES TAX DUE STATE	24213	00000	220.42
				SALES TAX DISCOUNT	41220	00000	(10.00)
				CHECK 100 1374(E) TOTAL FOR FUND 100:			210.42
10/04/2023	100	1377 (E)	DELTA DENTAL	DENTAL CLEARING	21903	00000	1,300.60
10/06/2023	100	138985	ADP SCREENING & SELECTION SERVICES	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	62.92
10/06/2023	100	138987*#	BAKER TILLY US LLP	AUDIT SERVICES	52120	51510	625.00
10/06/2023	100	138988	BANYON DATA SYSTEMS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	440.00
10/06/2023	100	138991	BUMPER TO BUMPER HARTLAND	PARKS - VEHICLE REPAIR & MAINT	52440	55200	3.99
				PARKS - VEHICLE REPAIR & MAINT	52440	55200	29.90
				PARKS - VEHICLE REPAIR & MAINT	52440	55200	105.99
				CHECK 100 138991 TOTAL FOR FUND 100:			139.88
10/06/2023	100	138992	CENTEC SECURITY SYSTEMS	IT - SOFTWARE MAINTENANCE & UPDATES	52480	51450	576.00

10/12/2023 03:11 PM
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CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 2/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/06/2023	100	138993	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	252.00
				RECREATION PROGRAM - CONTRACTED	52190	55300	388.80
				RECREATION PROGRAM - CONTRACTED	52190	55300	403.20
				CHECK 100 138993 TOTAL FOR FUND 100:			1,044.00
10/06/2023	100	138995	CIVICLENS LLC	IT - OTHER PROFESSIONAL SERVICES	52190	51450	1,000.00
10/06/2023	100	138996	DANIEL JAMES BUCHOLTZ	PLAN/ZONE APPEALS HEARING	44400	00000	400.00
10/06/2023	100	138997	DIVERSIFIED BENEFIT SERVICES, INC.	INSURANCE CONSULTANT	52150	51930	350.67
10/06/2023	100	139000	ELLIOTTS ACE HARDWARE	PARKS - GROUNDS MAINTENANCE	52420	55200	19.71
10/06/2023	100	139001*#	EMMONS BUSINESS INTERIORS	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	740.51
				BUILDING SERVICES - NEW EQUIPMENT	53950	52400	800.00
				ENGINEERING - NEW EQUIPMENT	53950	53110	979.17
				PLANNER - OPERATING SUPPLIES	53400	56300	250.63
				CHECK 100 139001 TOTAL FOR FUND 100:			2,770.31
10/06/2023	100	139002#	FORWARD TS	COURT - OPERATING SUPPLIES	53400	51200	19.16
				POLICE - OPERATING SUPPLIES	53400	52100	19.16
				CHECK 100 139002 TOTAL FOR FUND 100:			38.32
10/06/2023	100	139003	Halen Homes LLC	BOB22-0067	23175	00000	500.00
10/06/2023	100	139004#	HALQUIST STONE	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	244.26
				FIRE ADMINISTRATION - GROUNDS	52420	52210	321.53
				FIRE ADMINISTRATION - GROUNDS	52420	52210	282.03
				CHECK 100 139004 TOTAL FOR FUND 100:			847.82
10/06/2023	100	139006	JAN DASSOW	RECREATION PROGRAM - CONTRACTED	52190	55300	78.00
10/06/2023	100	139007	JH Findorff & Son	BEB22-0071	23173	00000	5,000.00
10/06/2023	100	139008	Kaerek Homes Inc	BOB22-0057	23175	00000	500.00
10/06/2023	100	139009	Kaerek Homes Inc	BEB21-0048	23173	00000	2,000.00
10/06/2023	100	139011	MARY FIRNROHR	RECREATION PROGRAM - CONTRACTED	52190	55300	652.80
10/06/2023	100	139012	MATRIX TRUST COMPANY	DEFERRED COMPENSATION	21570	00000	50.00
10/06/2023	100	139014	Michael & Felicia Ford	BEB22-0002	23173	00000	2,000.00
10/06/2023	100	139015	NANCY TEAS	RECREATION PROGRAM - CONTRACTED	52190	55300	78.00

10/12/2023 03:11 PM
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CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 3/15

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Fund: 100 GENERAL FUND							
10/06/2023	100	139016	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	2,169.00
				DEFERRED COMPENSATION	21570	00000	2,169.00
				DEFERRED COMPENSATION	21570	00000	2,169.00
				CHECK 100 139016 TOTAL FOR FUND 100:			6,507.00
10/06/2023	100	139017	NICK PHALIN	RECREATION PROGRAM - OPERATING SUPPLIES	53400	55300	10.00
10/06/2023	100	139019#	ODP BUSINESS SOLUTIONS LLC	COURT - OPERATING SUPPLIES	53400	51200	17.95
				ASSESSOR - OPERATING SUPPLIES	53400	51530	302.28
				CHECK 100 139019 TOTAL FOR FUND 100:			320.23
10/06/2023	100	139021#	PARTNER2LEARN, LLC	EMPLOYEE SERVICES - TRAINING	52980	51430	4,000.00
				FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	17,571.27
				CHECK 100 139021 TOTAL FOR FUND 100:			21,571.27
10/06/2023	100	139022	PORT-A-JOHN	PARKS - BUILDING REPAIRS & MAINT	52410	55200	104.00
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	104.00
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	104.00
				CHECK 100 139022 TOTAL FOR FUND 100:			312.00
10/06/2023	100	139023	PREMIUM WATERS, INC	COURT - OPERATING SUPPLIES	53400	51200	68.99
10/06/2023	100	139024	PRINTER WORLD	COURT - OPERATING SUPPLIES	53400	51200	117.59
10/06/2023	100	139026	ROBERT KEWAN	IT - MILEAGE	53300	51450	128.71
10/06/2023	100	139029	STACI JOERS	RECREATION PROGRAM - CONTRACTED	52190	55300	480.00
10/06/2023	100	139031	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	6,347.06
10/06/2023	100	139032	STRAIGHT-UP	PARKS - UNIFORMS	53410	55200	773.95
10/06/2023	100	139034	TIMOTHY KANNARD	RECREATION PROGRAM - PROGRAM EXPENSES	53430	55300	600.00
10/06/2023	100	139035	TK ELEVATOR CORPORATION	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	643.12
10/06/2023	100	139037	TREETOP EXPLORER LLC	RECREATION PROGRAM - CONTRACTED	52190	55300	148.00
10/06/2023	100	139038	VILLAGE OF PEWAUKEE	BUILDING SERVICES DUE TO VILLAGE	24400	00000	28,357.43
				PARK NON-SHARED DONATIONS	46800	00000	110.00
				SHARED PARK & RECREATION PROGRAMS	47370	00000	4,920.62
				CONTRACTED BUILDING INSPECTION	47380	00000	(1,248.48)
				CHECK 100 139038 TOTAL FOR FUND 100:			32,139.57

10/12/2023 03:11 PM
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CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 4/15

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Fund: 100 GENERAL FUND							
10/06/2023	100	139041	WAUKESHA CO TREASURER	AG USE CONVERSION PENALTIES	41900	00000	5,531.50
10/06/2023	100	139042	WAUKESHA CO TREASURER	COURT PENALTIES	45110	00000	1,909.60
10/06/2023	100	139043	Westridge Builders	BOB22-0061	23175	00000	500.00
10/06/2023	100	139044	Westridge Builders	BOB22-0055	23175	00000	500.00
10/06/2023	100	139045	Westridge Builders	BOB22-0060	23175	00000	500.00
10/06/2023	100	139046	WISCONSIN DEPARTMENT OF	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	30.00
10/12/2023	100	139047	1ST AYD	FIRE ADMINISTRATION - OPERATING	53400	52210	802.45
10/12/2023	100	139048*#	A&M CLEANING SOLUTIONS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	1,020.00
10/12/2023	100	139051	Anthony Xavier Raja & Anthony	BEB22-0035	23173	00000	2,000.00
10/12/2023	100	139052	BATTERIES PLUS LLC	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	49.44
10/12/2023	100	139053	BIELINSKI HOMES	BEB22-0022	23173	00000	2,000.00
10/12/2023	100	139054	BUELOW VETTER BUIKEMA OLSON &	EMPLOYEE SERVICES - ATTORNEY	52100	51430	1,482.50
10/12/2023	100	139055#	BUMPER TO BUMPER HARTLAND	BUILDING SERVICES - VEHICLE REPAIR &	52440	52400	112.41
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	161.73
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	297.97
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	107.87
				CHECK 100 139055 TOTAL FOR FUND 100:			679.98
10/12/2023	100	139056	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	174.23
10/12/2023	100	139057	CHILDS, CRAIG D, PHD S.C.	FIRE ADMINISTRATION - EMPLOYMENT	52150	52210	1,700.00
10/12/2023	100	139058	COREY OIL	HIGHWAY - FUEL	53420	53100	1,895.08
10/12/2023	100	139059	DELUXE	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	1,143.27
10/12/2023	100	139060	EAGLE ENGRAVING	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	810.75
10/12/2023	100	139061	EHLERS	CITY HALL - DATA PROCESSING	52160	51600	4,250.00
10/12/2023	100	139062	ELLIOTTS ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	47.99
10/12/2023	100	139063	Espire Homes	BOB22-0019	23175	00000	500.00
10/12/2023	100	139064*#	FORWARD TS	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	97.24
				ENGINEERING - OPERATING SUPPLIES	53400	53110	94.28
				CHECK 100 139064 TOTAL FOR FUND 100:			191.52
10/12/2023	100	139065	FOSTER COACH SALES, INC.	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	116.84

10/12/2023 03:11 PM
User: OMAN
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 5/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/12/2023	100	139066	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	88.34
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	149.92
				CHECK 100 139066 TOTAL FOR FUND 100:			238.26
10/12/2023	100	139067	Halen Homes LLC	BEB21-0043	23173	00000	5,000.00
10/12/2023	100	139068	Halen Homes LLC	BEB21-0036	23173	00000	2,000.00
10/12/2023	100	139069	Halen Homes LLC	BEB21-0037	23173	00000	2,000.00
10/12/2023	100	139070	IS OUTFITTERS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	217.50
				IT - OTHER PROFESSIONAL SERVICES	52190	51450	777.50
				CHECK 100 139070 TOTAL FOR FUND 100:			995.00
10/12/2023	100	139071	JAMES IMAGING SYSTEMS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	65.00
10/12/2023	100	139072	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	56,083.92
10/12/2023	100	139073#	LANGE ENTERPRISES, INC	BUILDING SERVICES - ADDRESS TILES	53430	52400	344.42
				HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	182.36
				CHECK 100 139073 TOTAL FOR FUND 100:			526.78
10/12/2023	100	139074*#	MARIANNE HILTUNEN	ENGINEERING - MILEAGE	53300	53110	22.93
				ENGINEERING - MILEAGE	53300	53110	83.18
				CHECK 100 139074 TOTAL FOR FUND 100:			106.11
10/12/2023	100	139076*#	MENARDS	HIGHWAY - OPERATING SUPPLIES	53400	53100	224.75
10/12/2023	100	139077*#	MID-AMERICAN RESEARCH CHEMICAL	HIGHWAY - OPERATING SUPPLIES	53400	53100	661.79
10/12/2023	100	139078	MILLER-BRADFORD & RISBERG, INC	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	1,159.17
10/12/2023	100	139081	PITNEY BOWES INC	CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	180.00
10/12/2023	100	139082	POMP'S TIRE SERVICE, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	503.84
10/12/2023	100	139083	PROHEALTH PHARMACY WAUKESHA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	1,088.23
10/12/2023	100	139085*#	RUEKERT & MIELKE, INC.	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	7,428.32
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	1,230.25
				ENGINEERING - OUTSIDE ENGINEERING	52190	53110	19,244.45
				CHECK 100 139085 TOTAL FOR FUND 100:			27,903.02

10/12/2023 03:11 PM
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CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 6/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
10/12/2023	100	139086	SHAWNS DEER PICK UP	DEER CONTROL - CONTRACTED SERVICES	52990	54160	960.00
10/12/2023	100	139087	SITEONE LANDSCAPE SUPPLY LLC	HIGHWAY - OPERATING SUPPLIES	53400	53100	107.78
10/12/2023	100	139091	ULINE	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	393.53
10/12/2023	100	139092	VERMEER - WISCONSIN	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	917.90
10/12/2023	100	139093#	VILLAGE OF PEWAUKEE	AMBULANCE RUNS	46230	00000	27,348.01
				POLICE - CONTRACTED LAKE PATROL	52190	52100	7,016.90
				CHECK 100 139093 TOTAL FOR FUND 100:			<u>34,364.91</u>
10/12/2023	100	139094	WASTE MANAGEMENT	RECYCLE - HAULING RECYCLABLES	52900	53635	1,904.96
10/12/2023	100	139098	COREY OIL	HIGHWAY - FUEL	53420	53100	7,075.20
10/13/2023	100	1378 (E)	ADP, LLC		52160	51600	387.60
				Total for fund 100 GENERAL FUND			491,573.54

10/12/2023 03:11 PM
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CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 7/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
10/06/2023	100	139001*#	EMMONS BUSINESS INTERIORS	NEW EQUIPMENT	53950	53650	979.17
10/06/2023	100	139039*#	VISU-SEWER	STORM SEWER MAINT - TELEVISIONING	52400	53651	785.85
10/12/2023	100	139048*#	A&M CLEANING SOLUTIONS	CONTRACTED JANITORIAL	52400	53650	510.00
10/12/2023	100	139049*#	AECOM TECHNICAL SERVICES, INC	PROJECTS - CITY STORM WATER STUDY	58210	57340	15,487.92
				PROJECTS - YENCH ROAD CULVERT	58210	57355	7,899.12
				PROJECTS - YENCH ROAD CULVERT	58210	57355	9,563.13
				PROJECTS - FOXWOOD/KATHRINE CT	58210	57358	50.49
				PROJECTS - WAGNER PARK POND	58200	57367	7,044.48
				PROJECTS - WAGNER PARK POND	58200	57367	6,761.52
				PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	611.61
				PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	(94.11)
				CHECK 100 139049 TOTAL FOR FUND 230:			47,324.16
10/12/2023	100	139050	AMERICAN STATE EQUIPMENT CO., INC.	EQUIPMENT REPAIR & MAINT	52430	53650	212.52
10/12/2023	100	139064*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	94.29
10/12/2023	100	139074*#	MARIANNE HILTUNEN	PROJECTS - HILL 'N DALE	58210	57301	5.24
				PROJECTS - VALLEY BROOK SUB. DITCH	58210	57354	9.17
				CHECK 100 139074 TOTAL FOR FUND 230:			14.41
10/12/2023	100	139076*#	MENARDS	CATCH BASIN MAINT - CATCH BASIN	53510	53655	33.55
				CATCH BASIN MAINT - CATCH BASIN	53510	53655	35.98
				CATCH BASIN MAINT - CATCH BASIN	53510	53655	8.98
				CHECK 100 139076 TOTAL FOR FUND 230:			78.51
10/12/2023	100	139077*#	MID-AMERICAN RESEARCH CHEMICAL	DITCH & CULVERT MAINT - DITCH	53520	53652	4,865.00
10/12/2023	100	139079	MUSSON BROTHERS INC	PROJECTS - HILL 'N DALE	58210	57301	429,363.26
10/12/2023	100	139080	PAYNE & DOLAN	CATCH BASIN MAINT - CATCH BASIN	53510	53655	775.99
10/12/2023	100	139085*#	RUEKERT & MIELKE, INC.	OUTSIDE ENGINEERING	52190	53650	800.00
				OUTSIDE ENGINEERING	52190	53650	473.23
				OUTSIDE ENGINEERING	52190	53650	30.25
				OUTSIDE ENGINEERING	52190	53650	558.42

10/12/2023 03:11 PM
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 8/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
				OUTSIDE ENGINEERING	52190	53650	1,028.50
				OUTSIDE ENGINEERING	52190	53650	437.42
				OUTSIDE ENGINEERING	52190	53650	1,809.42
				PROJECTS - HILL 'N DALE	58210	57301	44,172.22
				PROJECTS - VALLEY BROOK SUB. DITCH	58210	57354	3,056.64
				CHECK 100 139085 TOTAL FOR FUND 230:			<u>52,366.10</u>
10/12/2023	100	139088	STARK PAVEMENT CORP	CATCH BASIN MAINT - CATCH BASIN	53510	53655	203.77
10/12/2023	100	139096	WESTERN CULVERT & SUPPLY	DITCH & CULVERT MAINT - CULVERT	53510	53652	923.00
				Total for fund 230 STORM WATER MANAGEMENT			538,496.03

10/12/2023 03:11 PM
User: OMAN
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 9/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
10/12/2023	100	139049*#	AECOM TECHNICAL SERVICES, INC	LEXINGTON/TACOMA	58210	57426	50.49
10/12/2023	100	139074*#	MARIANNE HILTUNEN	SPICE CREEK/MEADOWBROOK FARMS #3	58210	57556	46.51
				APPLE TREE/PEAR TREE	58210	57561	73.36
				CHECK 100 139074 TOTAL FOR FUND 420:			119.87
10/12/2023	100	139084#	R.A. SMITH & ASSOC., INC.	QUIET ZONE - GREEN ROAD	58200	56710	1,713.87
				QUIET ZONE - DUPLAINVILLE ROAD	58200	56720	1,713.87
				QUIET ZONE - WATERTOWN ROAD	58200	56730	1,713.87
				CHECK 100 139084 TOTAL FOR FUND 420:			5,141.61
10/12/2023	100	139085*#	RUEKERT & MIELKE, INC.	SHADY LANE	58210	57407	6,505.50
				ROUNDY'S INDUSTRIAL PARK #2	58210	57422	1,379.87
				JOSEPH ROAD	58210	57553	26,081.53
				SPICE CREEK/MEADOWBROOK FARMS #3	58210	57556	18,876.96
				SPICE CREEK/MEADOWBROOK FARMS PH 4	58210	57557	2,575.00
				SHERWOOD FOREST/BUSSE	58210	57560	6,111.00
				APPLE TREE/PEAR TREE	58210	57561	86.23
				CHECK 100 139085 TOTAL FOR FUND 420:			61,616.09
10/12/2023	100	139089*#	STRAND ASSOCIATES, INC	DUPLAINVILLE TRACKS TO WEYER	58210	57420	1,459.13
				APPLE TREE/PEAR TREE	58210	57561	47,266.71
				CHECK 100 139089 TOTAL FOR FUND 420:			48,725.84
10/12/2023	100	139095	WAUKESHA CO TREASURER	LINDSAY/REDFORD INTERSECTION STUDY	58210	57430	2,118.76
				Total for fund 420 CAPTIAL ROAD PROJECTS			117,772.66

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 440 BIKE & PEDESTRIAN							
10/12/2023	100	139074*#	MARIANNE HILTUNEN	NORTHVIEW ROAD SIDEWALK	58230	53550	3.28
10/12/2023	100	139085*#	RUEKERT & MIELKE, INC.	NORTHVIEW ROAD SIDEWALK	58230	53550	998.50
				Total for fund 440 BIKE & PEDESTRIAN			1,001.78

10/12/2023 03:11 PM
User: OMAN
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 11/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
10/06/2023	100	138999	ELDORADO TRAILER SALES LLC	PARKS - CAPITAL EQUIPMENT	58100	57620	8,490.00
10/06/2023	100	139001*#	EMMONS BUSINESS INTERIORS	FIRE ADMINISTRATION - BAY ADDITION	58100	57200	1,464.15
10/06/2023	100	139036	TKK ELECTRONICS	FIRE ADMINISTRATION - CAPITAL EQUIPMENT	58100	57220	2,398.00
10/12/2023	100	139090	STREICHERS	FIRE ADMINISTRATION - CAPITAL EQUIPMENT	58100	57220	1,456.57
Total for fund 490 CAPTIAL EQUIPMENT							13,808.72

10/12/2023 03:11 PM
User: OMAN
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 12/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
10/06/2023	100	138986*	ALL CITY COMMUNICATIONS INC.	ANSWERING SERVICE	52331	00921	34.10
10/06/2023	100	138987*#	BAKER TILLY US LLP	OPS - AUDITOR/ACCOUNTANT	52120	00923	3,175.00
10/06/2023	100	138989*	BATTERIES PLUS LLC	TRANSPORTATION EXPENSE - REPAIR &	52400	00933	30.47
10/06/2023	100	138990*	BATTERY SYSTEMS	TRANSPORTATION EXPENSE - VEHICLE	55370	00933	62.52
10/06/2023	100	138994*#	CINTAS CORP	UNIFORMS	53410	00641	51.25
10/06/2023	100	139005	HAWKINS, INC.	CHEMICALS	53200	00631	5,470.74
10/06/2023	100	139010*#	LITHO-CRAFT	BILLING	53300	00903	244.00
				BILLING	53300	00903	3,777.85
				MISCELLANEOUS GENERAL EXPENSE	53399	00930	3,305.92
				CHECK 100 139010 TOTAL FOR FUND 600:			7,327.77
10/06/2023	100	139013*#	MENARDS	REPAIRS - MAINTENANCE OF SERVICES	52400	00652	21.88
				REPAIRS - MAINTENANCE OF SERVICES	52400	00652	5.99
				SAFETY	52200	00950	21.98
				CHECK 100 139013 TOTAL FOR FUND 600:			49.85
10/06/2023	100	139018	NORTHERN LAKE SERVICE, INC	WATER TESTING	52310	00632	680.00
10/06/2023	100	139020	PARKING LOT MAINTENANCE	REPAIRS - TRANSMISSION LINES	52400	00651	1,430.00
10/06/2023	100	139025#	PUBLIC SERVICE COMMISSION OF WI	PSC REMAINDER TAX	55200	00408	2,447.80
				PSC WATER RCA STUDY	52382	00928	1,241.42
				CHECK 100 139025 TOTAL FOR FUND 600:			3,689.22
10/06/2023	100	139027*#	RUEKERT & MIELKE, INC.	BLUMD WATER MAIN-BUSSE TO FOSTER	12810	00107	25,208.10
				APPLE TREE WELL 9&10 REHAB	12824	00107	740.25
				PSC WATER RCA STUDY	52382	00928	255.00
				CHECK 100 139027 TOTAL FOR FUND 600:			26,203.35
10/06/2023	100	139033*#	STRAND ASSOCIATES, INC	WATER FACILITIES PLAN	52399	00923	1,250.00
10/06/2023	100	139040	WATER REMEDIATION TECHNOLOGY	RADIUM TREATMENT	52210	00631	4,091.19

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
10/12/2023	100	139097	WOODLEAF INVESTMENTS LLC	HYDRANT-FIRE PROTECT	13100	00142	45.66
Total for fund 600 WATER UTILITY							53,591.12

10/12/2023 03:11 PM
User: OMAN
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 14/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
10/06/2023	100	138986*	ALL CITY COMMUNICATIONS INC.	ANSWERING SERVICE	52331	00921	34.10
10/06/2023	100	138989*	BATTERIES PLUS LLC	TRANSPORTATION EXPENSE - REPAIR &	52400	00933	30.48
10/06/2023	100	138990*	BATTERY SYSTEMS	TRANSPORTATION EXPENSE - VEHICLE	55370	00933	62.53
10/06/2023	100	138994*#	CINTAS CORP	SUPPLIES AND EXPENSES	53400	01827	51.25
10/06/2023	100	138998	DORNER CO	MAINTENANCE OF PUMPING EQUIPMENT	52400	01832	474.00
10/06/2023	100	139010*#	LITHO-CRAFT	BILLING	53300	00903	244.00
				BILLING	53300	00903	3,777.85
				CHECK 100 139010 TOTAL FOR FUND 650:			<u>4,021.85</u>
10/06/2023	100	139013*#	MENARDS	SUPPLIES AND EXPENSES	53400	01827	36.98
10/06/2023	100	139027*#	RUEKERT & MIELKE, INC.	SCADA/TELEMETARY	52100	00950	610.05
10/06/2023	100	139028	SANITARY DISTRICT NO. 4	SEWER SERVICE CHARGE - BROOKFIELD	52340	01827	1,243.02
10/06/2023	100	139030	STATE OF WI	INTEREST/LONG TERM DEBT	56100	01880	9,424.85
10/06/2023	100	139033*#	STRAND ASSOCIATES, INC	Gun Club Sewer Study	12831	00107	29,175.00
				OPS - SEWER STUDIES	52100	01850	1,000.00
				CHECK 100 139033 TOTAL FOR FUND 650:			<u>30,175.00</u>
10/06/2023	100	139039*#	VISU-SEWER	MAINTENANCE OF COLLECTION SYSTEM	52400	01831	17,352.00
				MAINTENANCE SCS SEWER CLEANING	52410	01831	8,807.53
				CHECK 100 139039 TOTAL FOR FUND 650:			<u>26,159.53</u>
				Total for fund 650 SEWER UTILITY			72,323.64

10/12/2023 03:11 PM
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CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 09/29/2023 - 10/13/2023

Page 15/15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 800 CEMETERY							
10/12/2023	100	139074*#	MARIANNE HILTUNEN	CAPITAL - ROAD RECONSTRUCTION	58200	54910	5.89
10/12/2023	100	139075	MATTHEWS INTERNATIONAL	CEMETERY - OPERATING SUPPLIES	53400	54910	385.24
10/12/2023	100	139089*#	STRAND ASSOCIATES, INC	CAPITAL - ROAD RECONSTRUCTION	58200	54910	2,331.14
				Total for fund 800 CEMETERY			2,722.27
TOTAL - ALL FUNDS							1,291,289.76

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 4.**

DATE: October 16, 2023

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Discussion and Possible Action to Appoint Amy Schoenemann to the Plan Commission [Klein]

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 5.**

DATE: October 16, 2023

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

PUBLIC HEARING and Discussion and Possible Action Regarding the Joseph Road Reconstruction and Utility Extensions Project [Wagner]

BACKGROUND:

The City of Pewaukee authorized the road construction and utility extension project as part of the 2021 Budget. The project was delayed in 2021 due supply chain issues from COVID. The City purchased from the contractor all piping and manholes that were intended for this project from the contractor to ensure material was on hand for 2022 construction. Construction began in 2022 and was quickly halted due to suspicious groundwater found during excavation. Testing of this groundwater determined it is contaminated which required us to obtain additional permits for the disposal of the water during dewatering operations required for construction. Once costs were obtained, it was determined the project required to be rebid for 2024 construction. All previously purchased items will be used in the 2024 construction.

Joseph Road is in pour condition and requires reconstruction. The project was bid to remove the existing asphalt and stone base, correct any subgrade instability, install new stone base, add curb and gutter, and place asphaltic concrete. As you may recall from a previous Council meeting, we increased the width of this roadway to accommodate the truck turning movements required by the existing loading dock locations.

Joseph Road is not currently serviced with municipal water or municipal sewer. The project was bid to extend these services for two reasons. One: the services are available nearby and these business are an island without municipal service whereas the surrounding areas all have municipal services. They are currently relying on well and septic. Two: the City's code requires businesses with this zoning class to be on municipal water and municipal sewer. Three: we are now aware of groundwater contamination in this area. The private wells have not been tested to our knowledge, but installing the water main extension ensures access to a safe drinking water supply for these properties.

While not part of the assessable costs for the project, the Water Utility will also be completing a water main loop planned under the railroad to Springdale Estates (Emberwood Court). The costs for this loop will be paid for by the Water Utility as it is an overall system improvement and not a benefit to the individual property owners.

FINANCIAL IMPACT:

The 2024 budget currently allocated \$275,000 from the Storm Water Utility, \$500,000 from the City Road Fund, \$405,000 from the Water Utility, and \$163,000 from the Sewer Utility. If awarded, these amounts will be adjusted prior to budget adoption to accommodate the correct funding amount.

The total project cost including engineering, administration, and contingencies is \$1,995,693.96. The allocation to each

budget component is \$377,919.16 for the Storm Water Utility, \$542,248.76 for the City Road Fund, \$282,508.07 for the Sewer Utility, and \$793,017.97 for the Water Utility.

RECOMMENDED MOTION:

Common Council award the Joseph Road Reconstruction to the lowest qualified bidder, Musson Bros, Inc., in the amount of \$1,409,861.40 and accept the preliminary engineers report, special assessments, and attendant budget allocations.

ATTACHMENTS:

Description

Preliminary Engineers Report

Recommendation of Award

Preliminary Report of the Engineer
On the Proposed Joseph Road
Pavement Reconstruction, Sanitary Sewer, and Water Main Assessments
In the City of Pewaukee

In accordance with the resolution passed by the City Council of the City of Pewaukee, we herewith submit our report on assessments for the reconstruction of Joseph Road, curb installation, sanitary sewer extension, water main extension, and drainage improvements to be made in the City of Pewaukee. The bid data shown here is based on bid prices. The inventory data shown here is based on prices paid.

This report consists of the following Schedules:

Schedule “A”: Summary of options for assessments and related costs.

Schedule “B”: Legal descriptions, dated January and April 2021, and map, dated September 2023, of all parcels within the assessment district.

Schedule “C”: Estimated assessment for each parcel affected. Estimates reported assume all property owners to receive water services opt for two-inch services.

The properties against which the assessments are proposed are benefited and the improvements constitute an exercise of Police Powers.

Magdelene J. Wagner, P.E.
Director of Public Works/City Engineer
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072
October 16, 2023

Prepared by:
Brian G. Leightner, P.E.
Civil Engineer
September 27, 2023

Schedule “A” – Joseph Road

The City of Pewaukee is considering the pavement rehabilitation of Joseph Road. The improvements consist of road reconstruction, curb installation, drainage improvements, water extension, sewer extension, and related facilities.

The cost of road improvements will be apportioned to all property owners abutting the street with direct or indirect access. All non-residential properties shall pay the full road assessment.

The cost of 50% of curb installations will be apportioned to all property owners abutting the street with direct or indirect access. All non-residential property owners shall pay the full separate curb assessment.

Inlet installations, drainage improvements, and 50% of the curb installations will be paid by the Storm Water Management Utility.

Water main extensions to the easternmost hydrant on Joseph Road will be apportioned to all property owners benefiting from the water main extension. Water main extensions beyond the easternmost hydrant on Joseph Road to the connection point from Emberwood Court and the 8-inch main from the mainline under Joseph Road to R Frederick Trucking will be paid by the Water Utility. Sanitary sewer extensions will be apportioned to all property owners benefiting from the sanitary sewer extension.

It is recommended the costs for curb installations, road improvements, sanitary sewer extensions, and water main extensions within Joseph Road right-of-way will be determined on a per-acre basis.

It is recommended the costs for sewer lateral installations and water service installations will be determined on a per-unit basis. Property owners will have the option to select either a two-inch or a six-inch water service.

UNIT RATE COMPUTATIONS

Curb Installation Acreage Rate – Joseph Road

Estimated Curb Installation Costs (see attached breakdown)	\$ 48,258.70
Engineering, Administration, & Contingencies	\$ 14,477.61
Total Estimated Curb Installation Costs	\$ 62,736.31

$$\frac{\$ 62,736.31}{12.68457 \text{ acres}} = \$ 4,945.88/\text{acre}$$

Use \$ 4,945.88/acre as the Curb Installation Acreage Rate.

Road Rehabilitation Acreage Rate – Joseph Road

Estimated Road Reconstruction Costs (see attached breakdown)	\$ 368,855.73
Engineering, Administration, & Contingencies	\$ 110,656.72
Total Estimated Road Reconstruction Costs	\$ 479,512.45

$$\frac{\$ 479,512.45}{12.68457 \text{ acres}} = \$ 37,802.81/\text{acre}$$

Use \$ 37,802.81/acre as the Road Rehabilitation Acreage Rate.

Sanitary Sewer Extension Unit Rate – Joseph Road

Estimated Assessable Sanitary Sewer Costs (see attached breakdown)	\$ 199,119.14
Engineering, Administration, & Contingencies	\$ 59,735.74
Total Estimated Assessable Sanitary Sewer Costs	\$ 258,854.88

$$\frac{\$ 258,854.88}{7.6067 \text{ acres}} = \$ 34,029.85/\text{acre}$$

Use \$ 34,029.85/acre as the Sanitary Sewer Extension Acreage Rate.

Sewer Lateral Unit Rate – Joseph Road

Estimated Assessable Sanitary Lateral Costs (see attached breakdown)	\$ 18,194.76
Engineering, Administration, & Contingencies	\$ 5,458.43
Total Estimated Assessable Sanitary Lateral Costs	\$ 23,653.19

$$\frac{\$ 23,653.19}{5 \text{ units}} = \$ 4,730.64/\text{unit}$$

Use \$ 4,730.64/unit as the Sewer Lateral Unit Rate.

Water Main Extension Unit Rate – Joseph Road

Estimated Assessable Water Main Costs (see attached breakdown)	\$	174,176.36
Engineering, Administration, & Contingencies	\$	52,252.91
Total Estimated Assessable Water Main Costs	\$	226,429.27

$$\frac{\$ 226,429.27}{7.6067 \text{ acres}} = \$ 29,767.08/\text{acre}$$

Use \$ 29,767.08/acre as the Water Main Extension Acreage Rate.

2-inch Water Service Unit Rate – Joseph Road

Estimated Assessable 2" Water Service Costs (see attached breakdown)	\$	26,789.77
Engineering, Administration, & Contingencies	\$	8,036.93
Total Estimated Assessable 2" Water Service Costs	\$	34,826.70

$$\frac{\$ 34,826.70}{5 \text{ units}} = \$ 6,965.34/\text{unit}$$

Use \$ 6,965.34/unit as the 2-inch Water Service Unit Rate.

6-inch Water Service Unit Rate – Joseph Road

Estimated Assessable 6" Water Service Costs (see attached breakdown)	\$	47,785.30
Engineering, Administration, & Contingencies	\$	14,335.59
Total Estimated Assessable 6" Water Service Costs	\$	62,120.89

$$\frac{\$ 62,120.89}{5 \text{ units}} = \$ 12,424.18/\text{unit}$$

Use \$ 12,424.18/unit as the 6-inch Water Service Unit Rate.

Water Utility – Joseph Road

Estimated Water Utility Costs (see attached breakdown)	\$	361,262.39
Engineering, Administration, & Contingencies	\$	108,378.72
Total Estimated Water Utility Costs	\$	469,641.11

Storm Water Management – Joseph Road

Estimated Drainage Improvement Costs (see attached breakdown)	\$	290,707.05
Engineering, Administration, & Contingencies	\$	87,212.11
Total Estimated Drainage Improvement Costs	\$	377,919.16

COST SUMMARY

Cost Summary

Total Project Costs	\$ 1,995,693.96
Total Curb Assessable Costs (Deduct)	\$ (62,736.35)
Total Road Assessable Costs (Deduct)	\$ (479,512.39)
Total Sanitary Sewer Assessable Costs (Deduct)	\$ (152,606.87)
Total Sanitary Sewer Assessable Costs - Deferred (Deduct)	\$ (106,249.36)
Total Sanitary Lateral Assessable Costs (Deduct)	\$ (23,653.20)
Total Water Main Assessable Costs (Deduct)	\$ (133,490.46)
Total Water Main Assessable Costs - Deferred (Deduct)	\$ (92,939.97)
Total 2-inch Water Service Assessable Costs (Deduct)	\$ (34,826.70)
Total 6-inch Water Service Assessable Costs (Deduct)	\$ (62,120.90)
Total Storm Water Utility Costs (Deduct)	\$ (377,919.16)
Total Water Utility Costs (Deduct)	\$ (469,641.11)
Net Non-assessable & City Costs	\$ (2.51)

Computation of Costs

Total Estimated Reconstruction Project Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	1	\$88,300.00	\$ 88,300.00
2	Traffic Control	L.S.	1	\$22,500.00	\$ 22,500.00
3	Barrier Fence	L.F.	400	\$ 4.30	\$ 1,720.00
4	Dewatering/Geotextile Filter Bag Area west of CN Railroad R.O.W.	EA.	1	\$ 500.00	\$ 500.00
5	Dewatering/Geotextile Filter Bag Area east of CN Railroad R.O.W.	EA.	1	\$ 500.00	\$ 500.00
6	Silt Fence	L.F.	540	\$ 2.00	\$ 1,080.00
7	Manufactured Ditch Check	EA.	3	\$ 100.00	\$ 300.00
8	Tracking Pad	S.F.	840	\$ 2.00	\$ 1,680.00
9	Inlet Sediment Guard (Type D)	EA.	7	\$ 115.00	\$ 805.00
10	Full Depth Saw Cutting	L.F.	1700	\$ 2.50	\$ 4,250.00
11	Bentonite Clay Dam	EA.	21	\$ 949.00	\$ 19,929.00
12	Timber Mats	S.Y.	335	\$ 25.00	\$ 8,375.00
13	Dust Control Using Water	1,000 GAL	10	\$ 5.00	\$ 50.00
14	10-inch Sanitary Sewer in Granular Backfill	L.F.	875	\$ 129.00	\$ 112,875.00
15	48-inch Sanitary Sewer Manhole	EA.	4	\$ 5,050.00	\$ 20,200.00
16	6-inch Sanitary Sewer Lateral in Granular Backfill	L.F.	105	\$ 98.50	\$ 10,342.50
17	Sanitary Manhole Outside Drop	V.F.	2	\$ 4,700.00	\$ 9,400.00
18	Remove Sanitary Sewer	L.F.	15	\$ 53.50	\$ 802.50
19	Repair Sanitary Manhole	EA.	1	\$ 2,540.00	\$ 2,540.00
20	Televised Sanitary Piping Inspection	L.F.	980	\$ 3.00	\$ 2,940.00
21	8-inch Water Main in Granular Backfill	L.F.	1050	\$ 95.50	\$ 100,275.00
22	8-inch Water Main in Casing Pipe Jack and Bore	L.F.	130	\$ 1,440.00	\$ 187,200.00
23	8-inch Water Main Directional Drill	L.F.	100	\$ 135.00	\$ 13,500.00
24	6-inch Hydrant Lead in Granular Backfill	L.F.	70	\$ 91.50	\$ 6,405.00
25	Hydrant Assembly with Anchor Tee and 6-inch Valve	EA.	4	\$ 8,920.00	\$ 35,680.00
26	Remove and Replace Hydrant Assembly in Homewood Court	L.S.	1	\$12,600.00	\$ 12,600.00
27	8-inch Water Main Valve	EA.	4	\$ 2,370.00	\$ 9,480.00

Total Estimated Reconstruction Project Costs - Continued

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
28	Pipe Insulation	L.F.	180	\$ 67.50	\$ 12,150.00
29	2-inch Water Service in Granular Backfill	L.F.	155	\$ 72.50	\$ 11,237.50
30	2-inch Tap, Saddle, and Corporation Valve	EA.	5	\$ 255.00	\$ 1,275.00
31	2-inch Curb Valve and Curb Box	EA.	5	\$ 405.00	\$ 2,025.00
32	12-inch Storm Sewer CL IV in granular backfill	L.F.	17	\$ 90.50	\$ 1,538.50
33	12-inch Storm Sewer CL IV in Concrete Encasement	L.F.	95	\$ 147.00	\$ 13,965.00
34	14-inch × 23-inch HERCP Storm Sewer CL IV in Granular Backfill	L.F.	443	\$ 137.00	\$ 60,691.00
35	19-inch × 23-inch HERCP Storm Sewer CL IV in Concrete Encasement	L.F.	322	\$ 208.00	\$ 66,976.00
36	24-inch × 38-inch HERCP Storm Sewer CL IV in Spoil Backfill	L.F.	29	\$ 167.00	\$ 4,843.00
37	24-inch × 38-inch Concrete End Section	EA.	1	\$ 2,590.00	\$ 2,590.00
38	48-inch Storm Sewer Manhole w/Fabric Wrap	EA.	1	\$ 2,690.00	\$ 2,690.00
39	72-inch Storm Sewer Manhole w/Fabric Wrap	EA.	2	\$ 5,390.00	\$ 10,780.00
40	Storm 4' × 4' Box Structure	EA.	2	\$ 5,520.00	\$ 11,040.00
41	Storm Inlet w/Fabric Wrap	EA.	6	\$ 2,340.00	\$ 14,040.00
42	Televised Storm Piping Inspection	L.F.	906	\$ 4.40	\$ 3,986.40
43	Construct Roadway to Subgrade	L.S.	1	\$94,000.00	\$ 94,000.00
44	Excavation Below Subgrade	C.Y.	615	\$ 12.00	\$ 7,380.00
45	Excavation Below Subgrade (EBS) Backfill	TON	1225	\$ 11.00	\$ 13,475.00
46	Geogrid in EBS Area	S.Y.	615	\$ 5.50	\$ 3,382.50
47	Crushed Aggregate Base Course	TON	3500	\$ 15.50	\$ 54,250.00
48	30-inch Mountable Concrete Curb and Gutter	L.F.	765	\$ 38.50	\$ 29,452.50
49	30-inch Concrete Curb and Gutter	L.F.	465	\$ 27.00	\$ 12,555.00
50	30-inch Concrete Curb and Gutter (HES)	L.F.	770	\$ 60.50	\$ 46,585.00
51	4-inch Asphaltic Concrete Binder Course	TON	1050	\$ 68.00	\$ 71,400.00
52	Tack Coat	GAL	320	\$ 3.00	\$ 960.00

Total Estimated Reconstruction Project Costs - Continued

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
53	2-inch Asphaltic Concrete Surface Course	TON	525	\$ 73.00	\$ 38,325.00
54	Concrete Pavement	S.Y.	95	\$ 95.50	\$ 9,072.50
55	Crushed Aggregate Driveway Replacement (10-Inch Depth)	TON	18	\$ 22.50	\$ 405.00
56	4-inch Asphaltic Concrete Driveway Replacement	S.F.	3390	\$ 3.00	\$ 10,170.00
57	6-inch Concrete Driveway	S.F.	3615	\$ 7.10	\$ 25,666.50
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	2800	\$ 6.30	\$ 17,640.00
59	Topsoil, Seed, Fertilizer, Erosion Mat (channel)	S.Y.	90	\$ 6.90	\$ 621.00
60	Watering for Restoration	1,000 GAL	10	\$ 100.00	\$ 1,000.00
61	Remove, Relocate, and Replace Mailbox	EA.	7	\$ 25.00	\$ 175.00
62	Medium Riprap	TON	10	\$ 79.00	\$ 790.00
63	Trench Bridging (if ordered by Engineer)	L.F.	50	\$ 50.00	\$ 2,500.00
64	Temporary Precast Concrete Barrier (if ordered by Engineer)	L.F.	50	\$ 20.00	\$ 1,000.00
65	CN Railroad Flagmen Allowance	L.S.	1	\$10,000.00	\$ 10,000.00
66	Water Main Materials Allowance	L.S.	1	\$ 5,000.00	\$ 5,000.00
67	Sanitary Sewer Materials Allowance	L.S.	1	\$ 5,000.00	\$ 5,000.00
68	Storm Sewer Materials Allowance	L.S.	1	\$ 5,000.00	\$ 5,000.00
69	Dewatering, Disposal, and Testing of Contaminated Groundwater Allowance	L.S.	1	\$50,000.00	\$ 50,000.00
MA-1	Manhole Vacuum Test	EA.	5	\$ 500.00	\$ 2,500.00
MA-2	6-inch Water Service in Granular Backfill	L.F.	155	\$ 101.00	\$ 15,655.00
MA-3	8" × 6" Anchor Tee and Valve for 6-inch Water Service	EA.	5	\$ 4,000.00	\$ 20,000.00
Subtotal of Bid Contract					\$1,448,016.40
I1	8" C900	L.F.	1120	\$ 12.75	\$ 14,280.00
I2	8" Certilok C900	L.F.	120	\$ 27.44	\$ 3,292.80
I3	6" C900	L.F.	220	\$ 7.39	\$ 1,625.80
I4	Green Tracer Wire	L.F.	1000	\$ 0.30	\$ 300.00

Total Estimated Reconstruction Project Costs - Continued

<u>Item</u>		<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>
I5	Watermain Bricks	Pallet	0.5	\$ 280.40
I6	Sanitary MH Casting w/Lid	EA.	1	\$ 591.00
I7	Storm MH Casting w/ Lid	EA.	5	\$ 591.00
I8	8' Bury Depth Hydrant	EA.	2	\$ 2,972.00
I9	9' Bury Depth Hydrant	EA.	1	\$ 3,131.00
I10	9.5' Bury Depth Hydrant	EA.	1	\$ 3,189.00
I11	6.5' Bury Depth Hydrant	EA.	1	\$ 2,797.00
I12	Hydrant Marker	EA.	4	\$ 32.00
I13	8" Sleeve	EA.	2	\$ 106.00
I14	45-degree Elbow	EA.	2	\$ 175.80
I15	45-degree Elbow	EA.	3	\$ 86.00
I16	8" × 6" Anchor Tee	EA.	4	\$ 273.00
I17	6" Valve	EA.	5	\$ 700.00
I18	8" Valve	EA.	3	\$ 1,100.00
I19	6" Megalug	EA.	9	\$ 26.00
I20	6" Megalug Gasket	EA.	2	\$ 3.00
I21	8" Megalug	EA.	28	\$ 40.00
I22	8" Megalug Gasket	EA.	33	\$ 4.00
I23	Megalug Bolts	EA.	150	\$ 5.00
I24	2" Polyethylene	L.F.	300	\$ 2.32
I25	8" × 2" Service Saddle	EA.	7	\$ 89.00
I26	¾" Threaded Rod	L.F.	72	\$ 9.06
I27	10" × 6" Wye	EA.	5	\$ 143.00
I28	45-degree Elbow	EA.	4	\$ 17.00
I29	10" PVC Cap	EA.	1	\$ 107.58
I30	Sanitary Structure	EA.	4	\$ 1,387.44
I31	2" Adjusting Ring	EA.	12	\$ 20.00
I32	4" Adjusting Ring	EA.	12	\$ 36.00
I33	10" SDR 35	L.F.	840	\$ 9.37
I34	6" SDR 35	L.F.	112	\$ 3.33
I35	MAC Wrap	Roll	20	\$ 82.50
I36	2" Corporation Stop	EA.	7	\$ 276.00
I37	Curbstop	EA.	6	\$ 399.00
I38	Curbstop Box	EA.	6	\$ 49.00
I39	Curb Inlet	EA.	7	\$ 468.00
I40	Geogrid	Roll	7.5	\$ 1,457.33
Subtotal of Purchased Inventory for Project				\$ 87,132.80
Subtotal of Contract				\$1,535,149.20
Engineering, Administration, & Contingencies				\$ 460,544.76
Total Project Costs				\$1,995,693.96

Total Estimated Reconstruction Project Costs - Continued

Total Project Costs = \$ 1,995,693.96

Total Estimated Road Rehabilitation & Assessment Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.24	\$88,300.00	\$ 21,192.00
2	Traffic Control	L.S.	0.24	\$22,500.00	\$ 5,400.00
6	Silt Fence	L.F.	64.8	\$ 2.00	\$ 129.60
7	Manufactured Ditch Check	EA.	1.35	\$ 100.00	\$ 135.00
9	Inlet Sediment Guard (Type D)	EA.	2.31	\$ 115.00	\$ 265.65
10	Full Depth Saw Cutting	L.F.	850	\$ 2.50	\$ 2,125.00
13	Dust Control Using Water	1,000 GAL	3.4	\$ 5.00	\$ 17.00
43	Construct Roadway to Subgrade	L.S.	1	\$94,000.00	\$ 94,000.00
44	Excavation Below Subgrade	C.Y.	615	\$ 12.00	\$ 7,380.00
45	Excavation Below Subgrade (EBS) Backfill	TON	1225	\$ 11.00	\$ 13,475.00
46	Geogrid in EBS Area	S.Y.	615	\$ 5.50	\$ 3,382.50
47	Crushed Aggregate Base Course	TON	3500	\$ 15.50	\$ 54,250.00
51	4-inch Asphaltic Concrete Binder Course	TON	1050	\$ 68.00	\$ 71,400.00
52	Tack Coat	GAL	320	\$ 3.00	\$ 960.00
53	2-inch Asphaltic Concrete Surface Course	TON	525	\$ 73.00	\$ 38,325.00
54	Concrete Pavement	S.Y.	95	\$ 95.50	\$ 9,072.50
55	Crushed Aggregate Driveway Replacement (10-Inch Depth)	TON	18	\$ 22.50	\$ 405.00
56	4-inch Asphaltic Concrete Driveway Replacement	S.F.	3390	\$ 3.00	\$ 10,170.00
57	6-inch Concrete Driveway	S.F.	3615	\$ 7.10	\$ 25,666.50
61	Remove, Relocate, and Replace Mailbox	EA.	7	\$ 25.00	\$ 175.00
Subtotal of Bid Contract					\$357,925.75
I40	Geogrid	Roll	7.5	\$ 1,457.33	\$ 10,929.98
Subtotal of Purchased Inventory for Project					\$ 10,929.98
Subtotal of Contract					\$368,855.73
Engineering, Administration, & Contingencies					\$110,656.72
Total Project Costs					\$479,512.45

Total Estimated Road Rehabilitation Costs = \$ 479,512.45

Total Acres abutting the Road = 12.68457 acres

Computation of Acreage Rate: $\frac{\$ 479,512.45}{12.68457 \text{ acres}} = \$ 37,802.81/\text{acre}$

Total Estimated Road Rehabilitation & Assessment Costs – Continued

Use \$ 37,802.81/acre as the Road Rehabilitation Acreage Rate.

Total Estimated Curb Installation & Assessment Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.03	\$88,300.00	\$ 2,649.00
2	Traffic Control	L.S.	0.03	\$22,500.00	\$ 675.00
9	Inlet Sediment Guard (Type D)	EA.	2.31	\$ 115.00	\$ 265.65
48	30-inch Mountable Concrete Curb and Gutter	L.F.	382.5	\$ 38.50	\$14,726.25
49	30-inch Concrete Curb and Gutter	L.F.	232.5	\$ 27.00	\$ 6,277.50
50	30-inch Concrete Curb and Gutter (HES)	L.F.	385	\$ 60.50	\$23,292.50
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	56	\$ 6.30	\$ 352.80
60	Watering for Restoration	1,000 GAL	0.2	\$ 100.00	\$ 20.00
Subtotal of Contract					\$48,258.70
Engineering, Administration, & Contingencies					\$14,477.61
Total Project Costs					\$62,736.31

Total Estimated Curb Installation Costs = \$ 62,736.31

Total Acres abutting the Curb = 12.68457 acres

Computation of Acreage Rate: $\frac{\$ 62,736.31}{12.68457 \text{ acres}} = \$ 4,945.88/\text{acre}$

Use \$ 4,945.88/acre as the Curb Installation Acreage Rate.

Total Estimated Sanitary Extension Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.14	\$88,300.00	\$ 12,362.00
2	Traffic Control	L.S.	0.14	\$22,500.00	\$ 3,150.00
4	Dewatering/Geotextile Filter Bag Area west of CN Railroad R.O.W.	EA.	1	\$ 500.00	\$ 500.00
6	Silt Fence	L.F.	16.2	\$ 2.00	\$ 32.40
7	Manufactured Ditch Check	EA.	0.33	\$ 100.00	\$ 33.00
11	Bentonite Clay Dam	EA.	9	\$ 949.00	\$ 8,541.00
13	Dust Control Using Water	1,000 GAL	3.3	\$ 5.00	\$ 16.50
14	10-inch Sanitary Sewer in Granular Backfill	L.F.	875	\$ 129.00	\$112,875.00
15	48-inch Sanitary Sewer Manhole	EA.	4	\$ 5,050.00	\$ 20,200.00
16	6-inch Sanitary Sewer Lateral in Granular Backfill	L.F.	105	\$ 98.50	\$ 10,342.50
17	Sanitary Manhole Outside Drop	V.F.	2	\$ 4,700.00	\$ 9,400.00
18	Remove Sanitary Sewer	L.F.	15	\$ 53.50	\$ 802.50
19	Repair Sanitary Manhole	EA.	1	\$ 2,540.00	\$ 2,540.00
20	Televised Sanitary Piping Inspection	L.F.	980	\$ 3.00	\$ 2,940.00
28	Pipe Insulation	L.F.	66.6	\$ 67.50	\$ 4,495.50
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	28	\$ 6.30	\$ 176.40
60	Watering for Restoration	1,000 GAL	0.1	\$ 100.00	\$ 10.00
63	Trench Bridging (if ordered by Engineer)	L.F.	50	\$ 50.00	\$ 2,500.00
64	Temporary Precast Concrete Barrier (if ordered by Engineer)	L.F.	50	\$ 20.00	\$ 1,000.00
67	Sanitary Sewer Materials Allowance	L.S.	1	\$ 5,000.00	\$ 5,000.00
MA-1	Manhole Vacuum Test	EA.	5	\$ 500.00	\$ 2,500.00
Subtotal of Bid Contract					\$199,416.80
I4	Green Tracer Wire	L.F.	1000	\$ 0.30	\$ 300.00
I6	Sanitary MH Casting w/Lid	EA.	1	\$ 591.00	\$ 591.00
I27	10" x 6" Wye	EA.	5	\$ 143.00	\$ 715.00
I28	45-degree Elbow	EA.	4	\$ 17.00	\$ 68.00
I29	10" PVC Cap	EA.	1	\$ 107.58	\$ 107.58
I30	Sanitary Structure	EA.	4	\$ 1,387.44	\$ 5,549.76
I31	2" Adjusting Ring	EA.	12	\$ 20.00	\$ 240.00
I32	4" Adjusting Ring	EA.	12	\$ 36.00	\$ 432.00
I33	10" SDR 35	L.F.	840	\$ 9.37	\$ 7,870.80

Total Estimated Sanitary Extension Costs – Continued

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
I34	6" SDR 35	L.F.	112	\$ 3.33	\$ 372.96
I35	MAC Wrap	Roll	20	\$ 82.50	\$ 1,650.00
Subtotal of Purchased Inventory for Project					\$ 17,897.10
Subtotal of Contract					\$217,313.90
Engineering, Administration, & Contingencies					\$ 65,194.17
Total Project Costs					\$282,508.07

Total Estimated Sanitary Extension Costs = \$ 282,508.07

Total Estimated Sanitary Sewer Extension & Assessment Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.13	\$88,300.00	\$ 11,479.00
2	Traffic Control	L.S.	0.13	\$22,500.00	\$ 2,925.00
4	Dewatering/Geotextile Filter Bag Area west of CN Railroad R.O.W.	EA.	1	\$ 500.00	\$ 500.00
6	Silt Fence	L.F.	16.2	\$ 2.00	\$ 32.40
7	Manufactured Ditch Check	EA.	0.33	\$ 100.00	\$ 33.00
11	Bentonite Clay Dam	EA.	9	\$ 949.00	\$ 8,541.00
13	Dust Control Using Water	1,000 GAL	3.3	\$ 5.00	\$ 16.50
14	10-inch Sanitary Sewer in Granular Backfill	L.F.	875	\$ 129.00	\$112,875.00
15	48-inch Sanitary Sewer Manhole	EA.	4	\$ 5,050.00	\$ 20,200.00
17	Sanitary Manhole Outside Drop	V.F.	2	\$ 4,700.00	\$ 9,400.00
18	Remove Sanitary Sewer	L.F.	15	\$ 53.50	\$ 802.50
19	Repair Sanitary Manhole	EA.	1	\$ 2,540.00	\$ 2,540.00
20	Televised Sanitary Piping Inspection	L.F.	872.2	\$ 3.00	\$ 2,616.60
63	Trench Bridging (if ordered by Engineer)	L.F.	50	\$ 50.00	\$ 2,500.00
64	Temporary Precast Concrete Barrier (if ordered by Engineer)	L.F.	50	\$ 20.00	\$ 1,000.00
67	Sanitary Sewer Materials Allowance	L.S.	0.89	\$ 5,000.00	\$ 4,450.00
MA- 1	Manhole Vacuum Test	EA.	5	\$ 500.00	\$ 2,500.00
Subtotal of Bid Contract					\$182,411.00
I4	Green Tracer Wire	L.F.	890	\$ 0.30	\$ 267.00
I6	Sanitary MH Casting w/Lid	EA.	1	\$ 591.00	\$ 591.00
I29	10" PVC Cap	EA.	1	\$ 107.58	\$ 107.58
I30	Sanitary Structure	EA.	4	\$ 1,387.44	\$ 5,549.76
I31	2" Adjusting Ring	EA.	12	\$ 20.00	\$ 240.00
I32	4" Adjusting Ring	EA.	12	\$ 36.00	\$ 432.00
I33	10" SDR 35	L.F.	840	\$ 9.37	\$ 7,870.80
I35	MAC Wrap	Roll	20	\$ 82.50	\$ 1,650.00
Subtotal of Purchased Inventory for Project					\$ 16,708.14
Subtotal of Contract					\$199,119.14
Engineering, Administration, & Contingencies					\$ 59,735.74
Total Project Costs					\$258,854.88

Total Estimated Sanitary Sewer Extension Costs = \$ 258,854.88

Total Estimated Sanitary Sewer Extension & Assessment Costs – Continued

Total Acres benefiting from the Sanitary Sewer Extension¹ = 7.6067 acres

Computation of Unit Rate: $\frac{\$ 258,854.88}{7.6067 \text{ acres}} = \$ 34,029.85/\text{acre}$

Use \$ 34,029.85/acre as the Sanitary Sewer Acreage Rate.

¹ Total Potential Acres includes half of R Frederick Trucking's parcel area receiving a deferred assessment.

Total Estimated Sewer Lateral & Assessment Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.01	\$88,300.00	\$ 883.00
2	Traffic Control	L.S.	0.01	\$22,500.00	\$ 225.00
16	6-inch Sanitary Sewer Lateral in Granular Backfill	L.F.	105	\$ 98.50	\$10,342.50
20	Televised Sanitary Piping Inspection	L.F.	107.8	\$ 3.00	\$ 323.40
28	Pipe Insulation	L.F.	66.6	\$ 67.50	\$ 4,495.50
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	28	\$ 6.30	\$ 176.40
60	Watering for Restoration	1,000 GAL	0.1	\$ 100.00	\$ 10.00
67	Sanitary Sewer Materials Allowance	L.S.	0.11	\$ 5,000.00	\$ 550.00
Subtotal of Bid Contract					\$17,005.80
I4	Green Tracer Wire	L.F.	110	\$ 0.30	\$ 33.00
I27	10" × 6" Wye	EA.	5	\$ 143.00	\$ 715.00
I28	45-degree Elbow	EA.	4	\$ 17.00	\$ 68.00
I34	6" SDR 35	L.F.	112	\$ 3.33	\$ 372.96
Subtotal of Purchased Inventory for Project					\$ 1,188.96
Subtotal of Contract					\$18,194.76
Engineering, Administration, & Contingencies					\$ 5,458.43
Total Project Costs					\$23,653.19

Total Sewer Lateral Installation Costs = \$ 23,653.19

Total Units receiving Sewer Laterals = 5 units

Computation of Unit Rate: $\frac{\$ 23,653.19}{5 \text{ units}} = \$ 4,730.64/\text{unit}$

Use \$ 4,730.64/unit as the Sewer Lateral Unit Rate.

Total Estimated Water Extension Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.40	\$88,300.00	\$ 35,320.00
2	Traffic Control	L.S.	0.40	\$22,500.00	\$ 9,000.00
3	Barrier Fence	L.F.	400	\$ 4.30	\$ 1,720.00
5	Dewatering/Geotextile Filter Bag Area east of CN Railroad R.O.W.	EA.	1	\$ 500.00	\$ 500.00
6	Silt Fence	L.F.	378	\$ 2.00	\$ 756.00
7	Manufactured Ditch Check	EA.	0.33	\$ 100.00	\$ 33.00
8	Tracking Pad	S.F.	840	\$ 2.00	\$ 1,680.00
11	Bentonite Clay Dam	EA.	12	\$ 949.00	\$ 11,388.00
12	Timber Mats	S.Y.	335	\$ 25.00	\$ 8,375.00
13	Dust Control Using Water	1,000 GAL	3.3	\$ 5.00	\$ 16.50
21	8-inch Water Main in Granular Backfill	L.F.	1050	\$ 95.50	\$100,275.00
22	8-inch Water Main in Casing Pipe Jack and Bore	L.F.	130	\$ 1,440.00	\$187,200.00
23	8-inch Water Main Directional Drill	L.F.	100	\$ 135.00	\$ 13,500.00
24	6-inch Hydrant Lead in Granular Backfill	L.F.	70	\$ 91.50	\$ 6,405.00
25	Hydrant Assembly with Anchor Tee and 6-inch Valve	EA.	4	\$ 8,920.00	\$ 35,680.00
26	Remove and Replace Hydrant Assembly in Homewood Court	L.S.	1	\$12,600.00	\$ 12,600.00
27	8-inch Water Main Valve	EA.	4	\$ 2,370.00	\$ 9,480.00
28	Pipe Insulation	L.F.	113.4	\$ 67.50	\$ 7,654.50
29	2-inch Water Service in Granular Backfill	L.F.	155	\$ 72.50	\$ 11,237.50
30	2-inch Tap, Saddle, and Corporation Valve	EA.	5	\$ 255.00	\$ 1,275.00
31	2-inch Curb Valve and Curb Box	EA.	5	\$ 405.00	\$ 2,025.00
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	672	\$ 6.30	\$ 4,233.60
60	Watering for Restoration	1,000 GAL	2.3	\$ 100.00	\$ 230.00
65	CN Railroad Flagmen Allowance	L.S.	0.67	\$10,000.00	\$ 6,700.00
66	Water Main Materials Allowance	L.S.	1	\$ 5,000.00	\$ 5,000.00
69	Dewatering, Disposal, and Testing of Contaminated Groundwater Allowance	L.S.	1	\$50,000.00	\$ 50,000.00

Total Estimated Water Extension Costs – Continued

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
MA-2	6-inch Water Service in Granular Backfill	L.F.	155	\$ 101.00	\$ 15,655.00
MA-3	8" × 6" Anchor Tee and Valve for 6-inch Water Service	EA.	5	\$ 4,000.00	\$ 20,000.00
Subtotal of Bid Contract					\$557,939.10
I1	8" C900	L.F.	1120	\$ 12.75	\$ 14,280.00
I2	8" Certilok C900	L.F.	120	\$ 27.44	\$ 3,292.80
I3	6" C900	L.F.	220	\$ 7.39	\$ 1,625.80
I5	Watermain Bricks	Pallet	0.5	\$ 280.40	\$ 140.20
I8	8' Bury Depth Hydrant	EA.	2	\$ 2,972.00	\$ 5,944.00
I9	9' Bury Depth Hydrant	EA.	1	\$ 3,131.00	\$ 3,131.00
I10	9.5' Bury Depth Hydrant	EA.	1	\$ 3,189.00	\$ 3,189.00
I11	6.5' Bury Depth Hydrant	EA.	1	\$ 2,797.00	\$ 2,797.00
I12	Hydrant Marker	EA.	4	\$ 32.00	\$ 128.00
I13	8" Sleeve	EA.	2	\$ 106.00	\$ 212.00
I14	45-degree Elbow	EA.	2	\$ 175.80	\$ 351.60
I15	45-degree Elbow	EA.	3	\$ 86.00	\$ 258.00
I16	8" × 6" Anchor Tee	EA.	4	\$ 273.00	\$ 1,092.00
I17	6" Valve	EA.	5	\$ 700.00	\$ 3,500.00
I18	8" Valve	EA.	3	\$ 1,100.00	\$ 3,300.00
I19	6" Megalug	EA.	9	\$ 26.00	\$ 234.00
I20	6" Megalug Gasket	EA.	2	\$ 3.00	\$ 6.00
I21	8" Megalug	EA.	28	\$ 40.00	\$ 1,120.00
I22	8" Megalug Gasket	EA.	33	\$ 4.00	\$ 132.00
I23	Megalug Bolts	EA.	150	\$ 5.00	\$ 750.00
I24	2" Polyethylene	L.F.	300	\$ 2.32	\$ 696.00
I25	8" × 2" Service Saddle	EA.	7	\$ 89.00	\$ 623.00
I26	¾" Threaded Rod	L.F.	72	\$ 9.06	\$ 652.32
I36	2" Corporation Stop	EA.	7	\$ 276.00	\$ 1,932.00
I37	Curbstop	EA.	6	\$ 399.00	\$ 2,394.00
I38	Curbstop Box	EA.	6	\$ 49.00	\$ 294.00
Subtotal of Purchased Inventory for Project					\$ 52,074.72
Subtotal of Contract					\$610,013.82
Engineering, Administration, & Contingencies					\$183,004.15
Total Project Costs					\$793,017.97

Total Estimated Water Extension Costs = \$ 793,017.97

Total Estimated Water Main Extension & Assessment Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.11	\$88,300.00	\$ 9,713.00
2	Traffic Control	L.S.	0.11	\$22,500.00	\$ 2,475.00
6	Silt Fence	L.F.	18.9	\$ 2.00	\$ 37.80
7	Manufactured Ditch Check	EA.	0.33	\$ 100.00	\$ 33.00
11	Bentonite Clay Dam	EA.	10	\$ 949.00	\$ 9,490.00
13	Dust Control Using Water	1,000 GAL	3.3	\$ 5.00	\$ 16.50
21	8-inch Water Main in Granular Backfill	L.F.	871.5	\$ 95.50	\$ 83,228.25
24	6-inch Hydrant Lead in Granular Backfill	L.F.	67.2	\$ 91.50	\$ 6,148.80
25	Hydrant Assembly with Anchor Tee and 6-inch Valve	EA.	3	\$ 8,920.00	\$ 26,760.00
27	8-inch Water Main Valve	EA.	2	\$ 2,370.00	\$ 4,740.00
28	Pipe Insulation	L.F.	7.94	\$ 67.50	\$ 535.95
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	33.6	\$ 6.30	\$ 211.68
60	Watering for Restoration	1,000 GAL	0.12	\$ 100.00	\$ 12.00
66	Water Main Materials Allowance	L.S.	0.56	\$ 5,000.00	\$ 2,800.00
Subtotal of Bid Contract					\$146,201.98
I1	8" C900	L.F.	828.8	\$ 12.75	\$ 10,567.20
I3	6" C900	L.F.	66	\$ 7.39	\$ 487.74
I5	Watermain Bricks	Pallet	0.2	\$ 280.40	\$ 56.08
I8	8' Bury Depth Hydrant	EA.	2	\$ 2,972.00	\$ 5,944.00
I9	9' Bury Depth Hydrant	EA.	1	\$ 3,131.00	\$ 3,131.00
I10	9.5' Bury Depth Hydrant	EA.	1	\$ 3,189.00	\$ 3,189.00
I12	Hydrant Marker	EA.	3	\$ 32.00	\$ 96.00
I13	8" Sleeve	EA.	2	\$ 106.00	\$ 212.00
I14	45-degree Elbow	EA.	0.58	\$ 175.80	\$ 101.96
I15	45-degree Elbow	EA.	0.87	\$ 86.00	\$ 74.82
I17	6" Valve	EA.	1.65	\$ 700.00	\$ 1,155.00
I18	8" Valve	EA.	1.5	\$ 1,100.00	\$ 1,650.00
I19	6" Megalug	EA.	3.51	\$ 26.00	\$ 91.26
I20	6" Megalug Gasket	EA.	0.78	\$ 3.00	\$ 2.34
I21	8" Megalug	EA.	9.8	\$ 40.00	\$ 392.00
I22	8" Megalug Gasket	EA.	10.56	\$ 4.00	\$ 42.24
I23	Megalug Bolts	EA.	58.5	\$ 5.00	\$ 292.50

Total Estimated Water Main Extension & Assessment Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
126	¾" Threaded Rod	L.F.	54	\$ 9.06	\$ 489.24
Subtotal of Purchased Inventory for Project					\$ 27,974.38
Subtotal of Contract					\$174,176.36
Engineering, Administration, & Contingencies					\$ 52,252.91
Total Project Costs					\$226,429.27

Total Estimated Water Main Extension Costs = \$ 226,429.27

Total Potential Acres benefiting from Water Main Extension¹ = 7.6067 acres

Computation of Acreage Rate: $\frac{\$ 226,439.27}{7.6067 \text{ acres}} = \$ 29,767.08/\text{acre}$

Use \$ 29,767.08/acre as the Water Main Acreage Rate.

¹ Total Potential Acres includes half of R Frederick Trucking's parcel area receiving a deferred assessment.

Total Estimated 2-inch Water Service & Assessment Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.02	\$88,300.00	\$ 1,766.00
2	Traffic Control	L.S.	0.02	\$22,500.00	\$ 450.00
28	Pipe Insulation	L.F.	52.72	\$ 67.50	\$ 3,558.60
29	2-inch Water Service in Granular Backfill	L.F.	155	\$ 72.50	\$11,237.50
30	2-inch Tap, Saddle, and Corporation Valve	EA.	5	\$ 255.00	\$ 1,275.00
31	2-inch Curb Valve and Curb Box	EA.	5	\$ 405.00	\$ 2,025.00
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	13.44	\$ 6.30	\$ 84.67
60	Watering for Restoration	1,000 GAL	0.04	\$ 100.00	\$ 4.00
66	Water Main Materials Allowance	L.S.	0.09	\$ 5,000.00	\$ 450.00
Subtotal of Bid Contract					\$20,850.77
I24	2" Polyethylene	L.F.	300	\$ 2.32	\$ 696.00
I25	8" × 2" Service Saddle	EA.	7	\$ 89.00	\$ 623.00
I36	2" Corporation Stop	EA.	7	\$ 276.00	\$ 1,932.00
I37	Curbstop	EA.	6	\$ 399.00	\$ 2,394.00
I38	Curbstop Box	EA.	6	\$ 49.00	\$ 294.00
Subtotal of Purchased Inventory for Project					\$ 5,939.00
Subtotal of Contract					\$26,789.77
Engineering, Administration, & Contingencies					\$ 8,036.93
Total Project Costs					\$34,826.70

Total Estimated 2-inch Water Service Costs = \$ 34,826.70

Total Potential Units receiving 2-inch Water Service = 5 units

Computation of Unit Rate: $\frac{\$ 34,826.70}{5 \text{ units}} = \$ 6,965.34/\text{unit}$

Use \$ 6,965.34/unit as the 2-inch Water Service Unit Rate.

Total Estimated 6-inch Water Service & Assessment Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.03	\$88,300.00	\$ 2,649.00
2	Traffic Control	L.S.	0.03	\$22,500.00	\$ 675.00
28	Pipe Insulation	L.F.	52.74	\$ 67.50	\$ 3,559.95
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	13.44	\$ 6.30	\$ 84.67
60	Watering for Restoration	1,000 GAL	0.05	\$ 100.00	\$ 5.00
66	Water Main Materials Allowance	L.S.	0.1	\$ 5,000.00	\$ 500.00
MA-2	6-inch Water Service in Granular Backfill	L.F.	155	\$ 101.00	\$15,655.00
MA-3	8" × 6" Anchor Tee and Valve for 6-inch Water Service	EA.	5	\$ 4,000.00	\$20,000.00
Subtotal of Bid Contract					\$43,128.62
I3	6" C900	L.F.	151.8	\$ 7.39	\$ 1,121.80
I5	Watermain Bricks	Pallet	0.19	\$ 280.40	\$ 53.28
I16	8" × 6" Anchor Tee	EA.	4	\$ 273.00	\$ 1,092.00
I17	6" Valve	EA.	2.8	\$ 700.00	\$ 1,960.00
I19	6" Megalug	EA.	3.96	\$ 26.00	\$ 102.96
I20	6" Megalug Gasket	EA.	0.88	\$ 3.00	\$ 2.64
I21	8" Megalug	EA.	2.52	\$ 40.00	\$ 100.80
I22	8" Megalug Gasket	EA.	3.3	\$ 4.00	\$ 13.20
I23	Megalug Bolts	EA.	42	\$ 5.00	\$ 210.00
Subtotal of Purchased Inventory for Project					\$ 4,656.68
Subtotal of Contract					\$47,785.30
Engineering, Administration, & Contingencies					\$14,335.59
Total Project Costs					\$62,120.89

Total Estimated 6-inch Water Service Costs = \$ 62,120.89

Total Potential Units receiving 6-inch Water Service = 5 units

Computation of Unit Rate: $\frac{\$ 62,120.89}{5 \text{ units}} = \$ 12,424.18/\text{unit}$

Use \$ 12,424.18/unit as the 6-inch Water Service Unit Rate.

Total Estimated Water Utility Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.24	\$88,300.00	\$ 21,192.00
2	Traffic Control	L.S.	0.24	\$22,500.00	\$ 5,400.00
3	Barrier Fence	L.F.	400	\$ 4.30	\$ 1,720.00
5	Dewatering/Geotextile Filter Bag Area east of CN Railroad R.O.W.	EA.	1	\$ 500.00	\$ 500.00
6	Silt Fence	L.F.	359.1	\$ 2.00	\$ 718.20
8	Tracking Pad	S.F.	840	\$ 2.00	\$ 1,680.00
11	Bentonite Clay Dam	EA.	2	\$ 949.00	\$ 1,898.00
12	Timber Mats	S.Y.	335	\$ 25.00	\$ 8,375.00
21	8-inch Water Main in Granular Backfill	L.F.	178.5	\$ 95.50	\$ 17,046.75
22	8-inch Water Main in Casing Pipe Jack and Bore	L.F.	130	\$ 1,440.00	\$187,200.00
23	8-inch Water Main Directional Drill	L.F.	100	\$ 135.00	\$ 13,500.00
24	6-inch Hydrant Lead in Granular Backfill	L.F.	2.8	\$ 91.50	\$ 256.20
25	Hydrant Assembly with Anchor Tee and 6-inch Valve	EA.	1	\$ 8,920.00	\$ 8,920.00
26	Remove and Replace Hydrant Assembly in Homewood Court	L.S.	1	\$12,600.00	\$ 12,600.00
27	8-inch Water Main Valve	EA.	2	\$ 2,370.00	\$ 4,740.00
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	611.52	\$ 6.30	\$ 3,852.58
60	Watering for Restoration	1,000 GAL	2.09	\$ 100.00	\$ 209.00
65	CN Railroad Flagmen Allowance	L.S.	0.67	\$10,000.00	\$ 6,700.00
66	Water Main Materials Allowance	L.S.	0.25	\$ 5,000.00	\$ 1,250.00
69	Dewatering, Disposal, and Testing of Contaminated Groundwater Allowance	L.S.	1	\$50,000.00	\$ 50,000.00
Subtotal of Bid Contract					\$347,757.73
I1	8" C900	L.F.	291.2	\$ 12.75	\$ 3,712.80
I2	8" Certilok C900	L.F.	120	\$ 27.44	\$ 3,292.80
I3	6" C900	L.F.	2.2	\$ 7.39	\$ 16.26
I5	Watermain Bricks	Pallet	0.11	\$ 280.40	\$ 30.84
I11	6.5' Bury Depth Hydrant	EA.	1	\$ 2,797.00	\$ 2,797.00
I12	Hydrant Marker	EA.	1	\$ 32.00	\$ 32.00
I14	45-degree Elbow	EA.	1.42	\$ 175.80	\$ 249.64
I15	45-degree Elbow	EA.	2.13	\$ 86.00	\$ 183.18
I17	6" Valve	EA.	0.55	\$ 700.00	\$ 385.00

Total Estimated Water Utility Costs – Continued

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
I18	8" Valve	EA.	1.5	\$ 1,100.00	\$ 1,650.00
I19	6" Megalug	EA.	1.53	\$ 26.00	\$ 39.78
I20	6" Megalug Gasket	EA.	0.34	\$ 3.00	\$ 1.02
I21	8" Megalug	EA.	15.68	\$ 40.00	\$ 627.20
I22	8" Megalug Gasket	EA.	19.14	\$ 4.00	\$ 76.56
I23	Megalug Bolts	EA.	49.5	\$ 5.00	\$ 247.50
I26	¾" Threaded Rod	L.F.	18	\$ 9.06	\$ 163.08
Subtotal of Purchased Inventory for Project					\$ 13,504.66
Subtotal of Contract					\$361,262.39
Engineering, Administration, & Contingencies					\$108,378.72
Total Project Costs					\$469,641.11

Total Estimated Water Utility Costs = \$ 469,641.11

Total Estimated Storm Water Utility Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.19	\$88,300.00	\$ 16,777.00
2	Traffic Control	L.S.	0.19	\$ 22,500.00	\$ 4,275.00
6	Silt Fence	L.F.	81	\$ 2.00	\$ 162.00
7	Manufactured Ditch Check	EA.	0.99	\$ 100.00	\$ 99.00
9	Inlet Sediment Guard (Type D)	EA.	2.38	\$ 115.00	\$ 273.70
10	Full Depth Saw Cutting	L.F.	850	\$ 2.50	\$ 2,125.00
32	12-inch Storm Sewer CL IV in granular backfill	L.F.	17	\$ 90.50	\$ 1,538.50
33	12-inch Storm Sewer CL IV in Concrete Encasement	L.F.	95	\$ 147.00	\$ 13,965.00
34	14-inch × 23-inch HERCP Storm Sewer CL IV in Granular Backfill	L.F.	443	\$ 137.00	\$ 60,691.00
35	19-inch × 23-inch HERCP Storm Sewer CL IV in Concrete Encasement	L.F.	322	\$ 208.00	\$ 66,976.00
36	24-inch × 38-inch HERCP Storm Sewer CL IV in Spoil Backfill	L.F.	29	\$ 167.00	\$ 4,843.00
37	24-inch × 38-inch Concrete End Section	EA.	1	\$ 2,590.00	\$ 2,590.00
38	48-inch Storm Sewer Manhole w/Fabric Wrap	EA.	1	\$ 2,690.00	\$ 2,690.00
39	72-inch Storm Sewer Manhole w/Fabric Wrap	EA.	2	\$ 5,390.00	\$ 10,780.00
40	Storm 4' × 4' Box Structure	EA.	2	\$ 5,520.00	\$ 11,040.00
41	Storm Inlet w/Fabric Wrap	EA.	6	\$ 2,340.00	\$ 14,040.00
42	Televised Storm Piping Inspection	L.F.	906	\$ 4.40	\$ 3,986.40
48	30-inch Mountable Concrete Curb and Gutter	L.F.	382.5	\$ 38.50	\$ 14,726.25
49	30-inch Concrete Curb and Gutter	L.F.	232.5	\$ 27.00	\$ 6,277.50
50	30-inch Concrete Curb and Gutter (HES)	L.F.	385	\$ 60.50	\$ 23,292.50
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	2044	\$ 6.30	\$ 12,877.20
59	Topsoil, Seed, Fertilizer, Erosion Mat (channel)	S.Y.	90	\$ 6.90	\$ 621.00
60	Watering for Restoration	1,000 GAL	7.4	\$ 100.00	\$ 740.00
62	Medium Riprap	TON	10	\$ 79.00	\$ 790.00
65	CN Railroad Flagmen Allowance	L.S.	0.33	\$ 10,000.00	\$ 3,300.00
68	Storm Sewer Materials Allowance	L.S.	1	\$ 5,000.00	\$ 5,000.00
Subtotal of Bid Contract					\$284,476.05

Estimated Storm Water Utility Costs – Continued

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
I7	Storm MH Casting w/ Lid	EA.	5	\$ 591.00	\$ 2,955.00
I39	Curb Inlet	EA.	7	\$ 468.00	\$ 3,276.00
Subtotal of Purchased Inventory for Project					\$ 6,231.00
Subtotal of Contract					\$290,707.05
Engineering, Administration, & Contingencies					\$ 87,212.11
Total Project Costs					\$377,919.16

Total Estimated Storm Water Utility Costs = \$ 377,919.16

January 13, 2021

All that part of the SW $\frac{1}{4}$ of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin. Bound and Described as Follows:

Commencing at the SW corner of the SW $\frac{1}{4}$ of Section 13, T7N, R19E Thence Due North Along the West Line of Said SW $\frac{1}{4}$, 254.48 Feet, Thence S84°29'39"E, 50.23 Feet to a point on the East R/W Line of Redford Blvd also being the SW Corner of Parcel "A" of Certified Survey Map No. 1242 also being the point of beginning of area to be Described; Thence continuing S84°29'39"E Along the South line of Said CSM 1242, 951.83 Feet to the SE corner of Joseph Road Condominiums, also being a Point on the West R/W line of the Canadian National Railroad; Thence N5°24'08"E Along said Railroad R/W 649.33 Feet to the NE corner of Tax Key Parcel #PWC0915990002; Thence N86°04'22"W Along the North Line of said Tax Key Parcel #PWC0915990002, 982.83 Feet, to the NW corner of said Tax Key Parcel Also Being a Point on the East R/W Line of Redford Blvd.; Thence S2°34'47"W Along Said R/W Line 623.07 Feet to the Point of Beginning.

Dave Geis
Senior Engineering Technician
City of Pewaukee

April 13, 2021

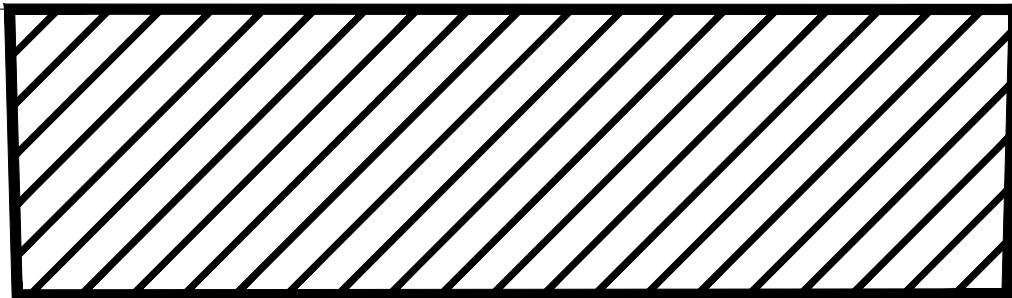
All that part of the SW $\frac{1}{4}$ of Section 13, Township 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin. Bound and Described as Follows:

Commencing at the SW corner of the SW $\frac{1}{4}$ of Section 13, T7N, R19E Thence Due North Along the West Line of Said SW $\frac{1}{4}$, 254.48 Feet, Thence S84°29'39"E, 345.23 Feet to the SW Corner of Parcel "B" Certified Survey Map No. 1242 also being the Point of Beginning of Area to be Described; Continuing S84°29'39"E Along the South Line of Said Certified Survey Map, 656.82 Feet to the SE Corner of Joseph Road Condominiums also being a Point on the West R/W line of the Canadian National Railroad; Thence N5°24'08"E Along said Railroad R/W 649.33 Feet to the NE corner of Tax Key Parcel #PWC0915990002; Thence N86°04'22"W Along the North Line of said Tax Key Parcel #PWC0915990002, 982.83 Feet, to the NW corner of said Tax Key Parcel Also Being a Point on the East R/W Line of Redford Blvd.; Thence S2°34'47"W Along Said R/W Line, 344.2 Feet, to the NW Corner of Parcel "A" of CSM 1242 also being the South R/W Line of Joseph Road; Thence S86°04'22"E Along Said South R/W Line, 301.44 Feet, to the NW Corner of Parcel "B" Certified Survey Map No. 1242; Thence S3°55'38"W Along the West Line of Said CSM, 286.60 Feet to the Point of Beginning.

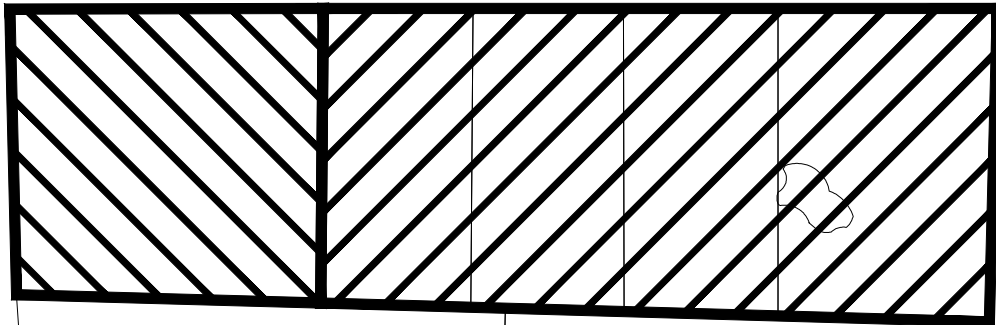
Dave Geis
Senior Engineering Technician
City of Pewaukee

JOSEPH ROAD AREA 2021
RD-21-57553 & SS-21-12831 & WU-21-12831
SANITARY SEWER, WATER MAIN, AND ROAD ASSESSMENT
CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

REDFORD BLVD. C.T.H. "F"

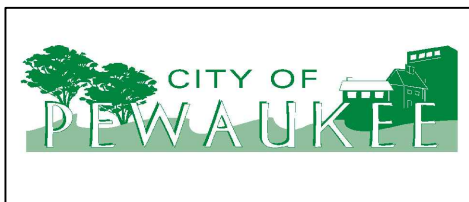


JOSEPH RD.



WISCONSIN CENTRAL LTD. RR.

HOMEWOOD CT.



LEGEND

 CURB & ROAD ASSESSMENT

 SEWER, WATER, CURB, & ROAD ASSESSMENT



DATE: SEPTEMBER, 2023

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
JOSEPH ROAD 2021 RECONSTRUCTION, WATER MAIN EXTENSION, SANITARY SEWER EXTENSION

No.	Owner's Name & Address	Tax Key No.	Description	Quantity	Unit	Cost/Unit	Cost	Total Assessment	
1	OHM REDFORD LLC W229N2494 COUNTY ROAD F WAUKESHA WI 53186-1104	PWC 0915990001	Curb Construction Road Reconstruction	1.9556 1.9556	Acre Acre	\$ 4,945.88 \$ 37,802.81	\$ 9,672.16 \$ 73,927.18	\$ 83,599.34	
2	R FREDRICK TRUCKING INC W229N2500 COUNTY ROAD F WAUKESHA WI 53186-1011	PWC 0915990002	Curb Construction Road Reconstruction Water Assessment-Deferred Sewer Assessment-Deferred	6.24447 6.24447 3.12224 3.12224	Acre Acre Acre Acre	\$ 4,945.88 \$ 37,802.81 \$ 29,767.08 \$ 34,029.85	\$ 30,884.40 \$ 236,058.51 \$ 92,939.97 \$ 106,249.36	\$ 266,942.91 \$ 199,189.33	Deferred
3	DBR SERVICES LLC 13885 W CAPITOL DRIVE BROOKFIELD WI 53005	PWC 0915990003	Curb Construction Road Reconstruction Water Assessment Water Service Assessment Sewer Assessment Sewer Lateral Assessment	0.9835 0.9835 0.9835 1 0.9835 1	Acre Acre Acre Unit Acre Unit	\$ 4,945.88 \$ 37,802.81 \$ 29,767.08 \$ 6,965.34 \$ 34,029.85 \$ 4,730.64	\$ 4,864.27 \$ 37,179.06 \$ 29,275.92 \$ 6,965.34 \$ 33,468.36 \$ 4,730.64	\$ 116,483.59	
4	JOSEPH RD LLC 6156 DARLIN DRIVE DANE WI 53529-9638	PWC 0915990004	Curb Construction Road Reconstruction Water Assessment Water Service Assessment Sewer Assessment Sewer Lateral Assessment	1.0026 1.0026 1.0026 1 1.0026 1	Acre Acre Acre Unit Acre Unit	\$ 4,945.88 \$ 37,802.81 \$ 29,767.08 \$ 6,965.34 \$ 34,029.85 \$ 4,730.64	\$ 4,958.74 \$ 37,901.10 \$ 29,844.47 \$ 6,965.34 \$ 34,118.33 \$ 4,730.64	\$ 118,518.62	
5	RAYMOND M GALINSKY N17W22602 WATERTOWN ROAD WAUKESHA WI 53186	PWC 0915990006	Curb Construction Road Reconstruction Water Assessment Water Service Assessment Sewer Assessment Sewer Lateral Assessment	1.0318 1.0318 1.0318 1 1.0318 1	Acre Acre Acre Unit Acre Unit	\$ 4,945.88 \$ 37,802.81 \$ 29,767.08 \$ 6,965.34 \$ 34,029.85 \$ 4,730.64	\$ 5,103.16 \$ 39,004.94 \$ 30,713.67 \$ 6,965.34 \$ 35,112.00 \$ 4,730.64	\$ 121,629.75	
6	TIMOTHY M HUBER W5525 SUN ROAD JUNEAU WI 53039	PWC 0915990007	Curb Construction Road Reconstruction Water Assessment Water Service Assessment Sewer Assessment Sewer Lateral Assessment	0.7333 0.7333 0.7333 1 0.7333 1	Acre Acre Acre Unit Acre Unit	\$ 4,945.88 \$ 37,802.81 \$ 29,767.08 \$ 6,965.34 \$ 34,029.85 \$ 4,730.64	\$ 3,626.81 \$ 27,720.80 \$ 21,828.20 \$ 6,965.34 \$ 24,954.09 \$ 4,730.64	\$ 89,825.88	

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
JOSEPH ROAD 2021 RECONSTRUCTION, WATER MAIN EXTENSION, SANITARY SEWER EXTENSION

No.	Owner's Name & Address	Tax Key No.	Description	Quantity	Unit	Cost/Unit	Cost	Total Assessment
7	TIMOTHY HUBER AND WENDY HUBER W5525 SUN ROAD JUNEAU WI 53039	PWC 0915990008	Curb Construction	0.7333	Acre	\$ 4,945.88	\$ 3,626.81	\$ 89,825.88
			Road Reconstruction	0.7333	Acre	\$ 37,802.81	\$ 27,720.80	
			Water Assessment	0.7333	Acre	\$ 29,767.08	\$ 21,828.20	
			Water Service Assessment	1	Unit	\$ 6,965.34	\$ 6,965.34	
			Sewer Assessment	0.7333	Acre	\$ 34,029.85	\$ 24,954.09	
			Sewer Lateral Assessment	1	Unit	\$ 4,730.64	\$ 4,730.64	
TOTAL CONTRIBUTION IN AID OF CURB CONSTRUCTION								\$ 62,736.35
TOTAL CONTRIBUTION IN AID OF ROAD RECONSTRUCTION								\$ 479,512.39
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION								\$ 133,490.46
TOTAL CONTRIBUTION IN AID OF WATER SERVICE CONSTRUCTION								\$ 34,826.70
TOTAL CONTRIBUTION IN AID OF SANITARY SEWER CONSTRUCTION								\$ 152,606.87
TOTAL CONTRIBUTION IN AID OF SEWER LATERAL CONSTRUCTION								\$ 23,653.20
TOTAL CONTRIBUTION IN AID OF WATER MAIN CONSTRUCTION - Deferred								\$ 92,939.97
TOTAL CONTRIBUTION IN AID OF SANITARY SEWER CONSTRUCTION - Deferred								\$ 106,249.36

The properties against which contributions in aid of construction of proposed benefits and improvements constitute an exercise of Police Powers.

September 28, 2023

Ms. Magdelene J. Wagner, P.E.
Director of Public Works
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, Wisconsin 53072

RE: Joseph Road Reconstruction
(Projects RD-21-57553, WU-21-12831, SS-21-12831, ST-21-57359)

Dear Ms. Wagner:

Bids for the above project were opened on September 21, 2023 at 10:00 a.m. at the City Hall and are as follows:

	BIDDER	BASE BID	MANDATORY ALTERNATE	TOTAL
1.	Musson Brothers, Inc.	\$1,409,861.40	\$38,155.00	\$1,448,016.40
2.	Globe Contractors, Inc.	\$1,744,578.00	\$38,425.00	\$1,783,003.00

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last several years.

On these bases, we recommend that Musson Brothers, Inc. be awarded the Joseph Road Reconstruction contract, in the amount of \$1,448,016.40. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, unpredictable factors may increase the final contract amount. For this reason, we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

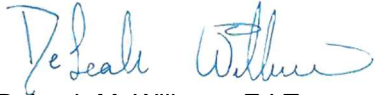
Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After City approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until November 20, 2023, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Letter to Ms. Magdelene J. Wagner, P.E.
Recommendation of Award
September 28, 2023
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



DeLeah M. Willman, E.I.T.
Project Engineer
dwillman@ruekert-mielke.com

DMW:acI

Encl: Notice of Award
Cost Comparison of Bidders

cc: Jane Mueller, City of Pewaukee
Marianne Hiltunen, City of Pewaukee
Rich Wirtz, City of Pewaukee
Kenneth R. Ward, P.E., Ruekert & Mielke, Inc.
Brennen E. Fischer, P.E., CFM, Ruekert & Mielke, Inc.

NOTICE OF AWARD

Date of Issuance: _____

Contract: Joseph Road Reconstruction

Owner: City of Pewaukee

Bidder: Musson Brothers, Inc.

Engineer: Ruekert & Mielke, Inc.

Address: 1522 Pearl Street

Engineer's Project No.: 26-10125.220

Waukesha, WI 53186

TO BIDDER:

You are notified that your Bid dated September 21, 2023 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Joseph Road Reconstruction

The Contract Price of your Contract is: \$ 1,448,016.40

2 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

2 sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer two (2) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner: City of Pewaukee

Signature: _____

Authorized Signature

Title: _____

Date: _____

Copy: Engineer

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Joseph Road Reconstruction
BID OPENING DATE: September 21, 2023

BASE BID				Musson Brother, Inc.		Globe Contractors, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization	L.S.	1	\$88,300.00	\$88,300.00	\$60,000.00	\$60,000.00
2	Traffic Control	L.S.	1	\$22,500.00	\$22,500.00	\$4,500.00	\$4,500.00
3	Barrier Fence	L.F.	400	\$4.30	\$1,720.00	\$5.00	\$2,000.00
4	Dewatering/Geotextile Filter Bag Area west of CN Railroad R.O.W.	EA.	1	\$500.00	\$500.00	\$125,000.00	\$125,000.00
5	Dewatering/Geotextile Filter Bag Area east of CN Railroad R.O.W.	EA.	1	\$500.00	\$500.00	\$42,000.00	\$42,000.00
6	Silt Fence	L.F.	540	\$2.00	\$1,080.00	\$3.00	\$1,620.00
7	Manufactured Ditch Check	EA.	3	\$100.00	\$300.00	\$105.00	\$315.00
8	Tracking Pad	S.F.	840	\$2.00	\$1,680.00	\$5.00	\$4,200.00
9	Inlet Sediment Guard (Type D)	EA.	7	\$115.00	\$805.00	\$121.00	\$847.00
10	Full Depth Saw Cutting	L.F.	1700	\$2.50	\$4,250.00	\$3.00	\$5,100.00
11	Bentonite Clay Dam	EA.	21	\$949.00	\$19,929.00	\$1,155.00	\$24,255.00
12	Timber Mats	S.Y.	335	\$25.00	\$8,375.00	\$100.00	\$33,500.00
13	Dust Control Using Water	1,000 GAL	10	\$5.00	\$50.00	\$42.00	\$420.00
14	10-inch PVC Sanitary Sewer in Granular Backfill	L.F.	875	\$129.00	\$112,875.00	\$196.00	\$171,500.00
15	48-inch Sanitary Sewer Manhole	EA.	4	\$5,050.00	\$20,200.00	\$2,265.00	\$9,060.00
16	6-inch PVC Sanitary Sewer Lateral in Granular Backfill	L.F.	105	\$98.50	\$10,342.50	\$255.00	\$26,775.00
17	Sanitary Manhole Outside Drop	V.F.	2	\$4,700.00	\$9,400.00	\$1,000.00	\$2,000.00
18	Remove Sanitary Sewer	L.F.	15	\$53.50	\$802.50	\$100.00	\$1,500.00
19	Repair Sanitary Manhole	EA.	1	\$2,540.00	\$2,540.00	\$1,860.00	\$1,860.00
20	Televised Sanitary Piping Inspection	L.F.	980	\$3.00	\$2,940.00	\$3.00	\$2,940.00
21	8-inch PVC Water Main in Granular Backfill	L.F.	1050	\$95.50	\$100,275.00	\$145.00	\$152,250.00
22	8-inch PVC Water Main in Casing Pipe Jack and Bore	L.F.	130	\$1,440.00	\$187,200.00	\$1,000.00	\$130,000.00
23	8-inch Water Main Directional Drill	L.F.	100	\$135.00	\$13,500.00	\$500.00	\$50,000.00
24	6-inch PVC Hydrant Lead in Granular Backfill	L.F.	70	\$91.50	\$6,405.00	\$176.00	\$12,320.00
25	Hydrant Assembly with Anchor Tee and 6-Inch Valve	EA.	4	\$8,920.00	\$35,680.00	\$2,290.00	\$9,160.00
26	Remove and Replace Hydrant Assembly in Homewood Court	L.S.	1	\$12,600.00	\$12,600.00	\$10,000.00	\$10,000.00
27	8-inch Water Main Valve	EA.	4	\$2,370.00	\$9,480.00	\$2,575.00	\$10,300.00
28	Pipe Insulation	L.F.	180	\$67.50	\$12,150.00	\$20.00	\$3,600.00
29	2-inch HDPE Water Service in Granular Backfill	L.F.	155	\$72.50	\$11,237.50	\$115.00	\$17,825.00
30	2-inch Tap, Saddle, and Corporation Valve	EA.	5	\$255.00	\$1,275.00	\$105.00	\$525.00
31	2-inch Curb Valve and Curb Box	EA.	5	\$405.00	\$2,025.00	\$105.00	\$525.00
32	12-inch Storm Sewer CL V in granular backfill	L.F.	17	\$90.50	\$1,538.50	\$115.00	\$1,955.00
33	12-inch Storm Sewer CL V in Concrete Encasement	L.F.	95	\$147.00	\$13,965.00	\$235.00	\$22,325.00
34	14-inch x 23-inch HERCP Storm Sewer CL IV in Granular Backfill	L.F.	443	\$137.00	\$60,691.00	\$166.00	\$73,538.00
35	19-inch x 23-inch HERCP Storm Sewer CL IV in Concrete Encasement	L.F.	322	\$208.00	\$66,976.00	\$296.00	\$95,312.00
36	24-inch x 38-inch HERCP Storm Sewer CL IV in Spoil Backfill	L.F.	29	\$167.00	\$4,843.00	\$242.00	\$7,018.00
37	24-inch x 38-inch Concrete End Section	EA.	1	\$2,590.00	\$2,590.00	\$2,770.00	\$2,770.00
38	48-inch Storm Sewer Manhole w/Fabric Wrap	EA.	1	\$2,690.00	\$2,690.00	\$2,400.00	\$2,400.00
39	72-inch Storm Sewer Manhole w/Fabric Wrap	EA.	2	\$5,390.00	\$10,780.00	\$4,410.00	\$8,820.00
40	Storm 4'x4' Box Structure	EA.	2	\$5,520.00	\$11,040.00	\$4,265.00	\$8,530.00
41	Storm Inlet w/Fabric Wrap	EA.	6	\$2,340.00	\$14,040.00	\$1,860.00	\$11,160.00
42	Televised Storm Piping Inspection	L.F.	906	\$4.40	\$3,986.40	\$4.00	\$3,624.00
43	Construct Roadway to Subgrade	L.S.	1	\$94,000.00	\$94,000.00	\$93,500.00	\$93,500.00
44	Excavation Below Subgrade	C.Y.	615	\$12.00	\$7,380.00	\$30.00	\$18,450.00
45	Excavation Below Subgrade (EBS) Backfill	TON	1,225	\$11.00	\$13,475.00	\$23.00	\$28,175.00
46	Geogrid in EBS Area	SY	615	\$5.50	\$3,382.50	\$6.00	\$3,690.00
47	Crushed Aggregate Base Course	TON	3,500	\$15.50	\$54,250.00	\$18.00	\$63,000.00
48	30-inch Mountable Concrete Curb and Gutter	L.F.	765	\$38.50	\$29,452.50	\$40.00	\$30,600.00
49	30-inch Concrete Curb and Gutter	L.F.	465	\$27.00	\$12,555.00	\$30.00	\$13,950.00
50	30-inch Concrete Curb and Gutter (HES)	L.F.	770	\$60.50	\$46,585.00	\$65.00	\$50,050.00
51	4-inch Asphaltic Concrete Binder Course	TON	1,050	\$68.00	\$71,400.00	\$82.00	\$86,100.00
52	Tack Coat	GAL	320	\$3.00	\$960.00	\$4.00	\$1,280.00
53	2-inch Asphaltic Concrete Surface Course	TON	525	\$73.00	\$38,325.00	\$80.00	\$42,000.00
54	Concrete Pavement	S.Y.	95	\$95.50	\$9,072.50	\$100.00	\$9,500.00
55	Crushed Aggregate Driveway Replacement (10-Inch Depth)	TON	18	\$22.50	\$405.00	\$20.00	\$360.00

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Joseph Road Reconstruction
BID OPENING DATE: September 21, 2023

BASE BID				Musson Brother, Inc.		Globe Contractors, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
56	4-inch Asphaltic Concrete Driveway Replacement	S.F.	3390	\$3.00	\$10,170.00	\$4.00	\$13,560.00
57	6-inch Concrete Driveway	S.F.	3615	\$7.10	\$25,666.50	\$8.00	\$28,920.00
58	Topsoil, Seed, Fertilizer, Erosion Mat (non-channel)	S.Y.	2800	\$6.30	\$17,640.00	\$7.00	\$19,600.00
59	Topsoil, Seed, Fertilizer, Erosion Mat (channel)	S.Y.	90	\$6.90	\$621.00	\$8.00	\$720.00
60	Watering for Restoration	1,000 GAL	10	\$100.00	\$1,000.00	\$105.00	\$1,050.00
61	Remove, Relocate, and Reinstall Mailbox	EA.	7	\$25.00	\$175.00	\$132.00	\$924.00
62	Medium Riprap	TON	10	\$79.00	\$790.00	\$80.00	\$800.00
63	Trench Bridging (if ordered by Engineer)	L.F.	50	\$50.00	\$2,500.00	\$100.00	\$5,000.00
64	Temporary Precast Concrete Barrier (if ordered by Engineer)	L.F.	50	\$20.00	\$1,000.00	\$100.00	\$5,000.00
65	CN Railroad Flagmen Allowance	L.S.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
66	Water Main Materials Allowance	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
67	Sanitary Sewer Materials Allowance	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
68	Storm Sewer Materials Allowance	L.S.	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
69	Dewatering, Disposal, and Testing of Contaminated Groundwater Allowance	L.S.	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 69)					\$1,409,861.40		\$1,744,578.00
MANDATORY ALTERNATE							
MA-1	Manhole Vacuum Test	EA.	5	\$500.00	\$2,500.00	\$500.00	\$2,500.00
MA-2	6-inch PVC Water Service in Granular Backfill	L.F.	155	\$101.00	\$15,655.00	\$135.00	\$20,925.00
MA-3	8"x6" Anchor Tee and Valve for 6-inch Water Service	EA.	5	\$4,000.00	\$20,000.00	\$3,000.00	\$15,000.00
TOTAL OF ALL MANDATORY ALTERNATE ESTIMATED PRICES					\$38,155.00		\$38,425.00
TOTAL OF ALL ESTIMATED & MANDATORY ALTERNATE PRICES					\$1,448,016.40		\$1,783,003.00

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 6.**

DATE: October 16, 2023

DEPARTMENT: Public Works

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding The Waters [Wagner]

BACKGROUND:

In accordance with the Developer's Agreement, the accepting resolution accepts the public improvements for the development and establishes the 1 year guarantee period for the improvements.

The Waters of Pewaukee development construction to date has involved grading, sanitary sewer, water main, storm sewer, curb, and the final lift of asphalt pavement. We recommend the requested reduction. The remaining letter of credit value of \$109,100.82 is sufficient to guarantee the project for the warranty period.

The development also has 2 remaining items that are require action. The first is the proposed agreement to allow the lights to remain within the City's right of way which we will discuss below. The second is resolving a State permit issue regarding a fiber optic cable that was damaged during this development's construction. The remaining letter of credit being recommended would cover these costs.

The developer is requesting for their street lights to remain within the public right of way. The Council discussed this at the August 7th Common Council meeting in which the direction was given to Staff to work on a potential agreement to allow the developer to maintain this infrastructure in the right of way. The attached agreement is a draft agreement that has been reviewed by the developer's attorney and the City attorney. There are a few items remaining to be worked out if the Council would like to allow this easement.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council Approve the Second Reduction of The Waters of Pewaukee Letter of Credit from \$595,672.84 to \$109,100.82 (A reduction of \$486,572.02) and the accepting resolution.

If the Council would like to allow the Developer's infrastructure to remain within the right of way, approve the easement agreement contingent on City Engineer and City Attorney final approval.

ATTACHMENTS:

Description

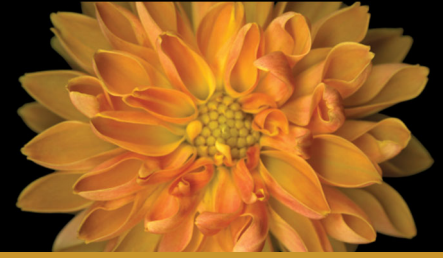
LOC Reduction Request

LOC Reduction Verification

Draft ROW Easement Agreement

Resolution 23-10-17

THE WATERS



September 29, 2023

Magdelene Wagner
Director of Public Works / City Engineer
W240N3065 Pewaukee Road
Pewaukee, WI 53072

RE: The Waters of Pewaukee
W239N2540 Dahlia Blvd, Waukesha, WI 53188
Letter of Credit

Dear Ms. Wagner,

I am writing as it relates to the Letter of Credit for The Waters of Pewaukee. Per Section X., Item D. of the Developer's Agreement dated May 3, 2021 by and between SHP VI WSLG Pewaukee JV LLC ("Developer") and the City of Pewaukee, as amended, the Developer is requesting a reduction in the amount of that certain \$595,672.84 Letter of Credit dated 10/13/2022 issued by Regions Bank.

Attached are the pay applications to confirm the amounts paid and percentages complete for the following subcontractor(s):

1. DF Tomasini (Site Utility Contractor) dated through 9/30/2023, Total Completed \$1,969,781.00
2. Fischer Construction LLC (Site Contractor) dated through 8/31/2023, Total Completed \$1,677,201.76
3. Koenig Concrete, Corp. (Concrete Contractor) dated through 9/25/2023, Total Completed \$1,356,581.00
4. Payne & Dolan, Inc. (Asphalt Contractor) dated through 11/10/2022, Total Completed \$228,749.30

The G703 backup (attached to this letter) shows a line item breakdown for general scope completed to date. Note that the final invoiced costs on the attached pay applications are different than the construction cost estimate provided to the City as of November 19, 2020 because of pandemic related supply chain issues which resulted in increased costs of construction throughout the project.

Please issue a reduction of the Letter of Credit in the amount of \$595,672.84, resulting in a revised balance for the Letter of Credit of \$0. A detailed calculation is attached to this correspondence for Common Council review.

Please confirm receipt of this email and the date of the City Council Meeting to approve the reduction of the Letter of Credit.

Thank you.

John Q. Hunsicker
Authorized Signatory
Direct: (952) 358-5143

INFRASTRUCTURE IMPROVEMENTS

Breakout pricing below is for on site improvement work based on Stantec Site Plan (dated 09/11/20) and the Developer's Agreement with the City of Pewaukee. The scope includes infrastructure improvement work for the Waters Lane extension, indicated as 'Road A' on the plans, and the entrance driveway 'Road B' connection to Watertown Road.

ONSITE IMPROVEMENTS	QTY	UNIT	\$ / UNIT	SUBTOTAL
ROAD A' (WATERS LANE ROADWAY EXTENSION)				
Asphalt Paving at Waters Lane				\$ 128,022.00
Asphalt Paving	3,369.0	sqyd	\$38.00	\$ 128,022
Water Main at Waters Lane				\$ 176,900.00
8" PVC Watermain	1,120.0	lnft	\$95.00	\$ 106,400
8" Gate Valves	5.0	each	\$2,500.00	\$ 12,500
Hydrant Assemblies w/ 6" G.V. & Box	4.0	each	\$5,900.00	\$ 23,600
6" PVC Hydrant Lead	42.0	lnft	\$125.00	\$ 5,250
1" Water Laterals	330.0	lnft	\$70.00	\$ 23,100
Curb Stop & Box	11.0	each	\$550.00	\$ 6,050
Sanitary Sewage System at Waters Lane				\$ 209,330.00
Connect to Existing Sanitary Manhole	1.0	each	\$4,500.00	\$ 4,500
48" Sanitary Sewer Manhole	8.0	each	\$5,000.00	\$ 40,000
8" SDR-35 PVC Sanitary Sewer	1028.0	lnft	\$120.00	\$ 123,360
4" PVC Sanitary Laterals	363.0	lnft	\$90.00	\$ 32,670
4" PVC Sanitary Riser	22.0	vft	\$400.00	\$ 8,800
Storm System at Waters Lane				\$ 182,871.89
Catch Basin w/ Frame & Grate	10.0	each	\$1,250.00	\$ 12,500
48" Storm Sewer Manhole	6.0	each	\$5,000.00	\$ 30,000
Pond Outlet Controls Structures	1.0	each	\$1,400.00	\$ 1,400
24" CL III RCP Storm Sewer	409.0	lnft	\$85.00	\$ 34,765
18" CL III RCP Storm Sewer	568.0	lnft	\$73.00	\$ 41,464
12" CL III RCP Storm Sewer	327.0	lnft	\$62.00	\$ 20,274
24" RCP End Section w/ Grate	3.0	each	\$420.00	\$ 1,260
18" RCP End Section w/ Grate	5.0	each	\$360.00	\$ 1,800
12" RCP End Section w/ Grate	2.0	each	\$340.00	\$ 680
Detention Basin #4 & #5	3,227.4	cuyd	\$12.00	\$ 38,729
Concrete at Waters Lane				\$ 113,620.00
Curb & Gutter	2,324.0	lnft	\$25.00	\$ 58,100
Sidewalks	5,690.0	sqft	\$8.00	\$ 45,520
ADA Ramps	4.0	each	\$2,500.00	\$ 10,000
SUBTOTAL FOR WATERS LANE				\$ 810,743.89
ROAD B' (ENTRANCE DRIVE CONNECTION TO WATERTOWN RD)				
Asphalt Paving at Entrance Drive				\$ 40,660.00
Asphalt Paving	1,070.0	sqyd	\$38.00	\$ 40,660
Water Main at Entrance Drive				\$ 71,730.00
Connect to Existing Water Main	1.0	each	\$2,500.00	\$ 2,500
12" x 8" Tapping Sleeve w/ 8" G.V. & Box	1.0	each	\$2,950.00	\$ 2,950
8" PVC Watermain	354.0	lnft	\$95.00	\$ 33,630
8" Gate Valves	3.0	each	\$2,500.00	\$ 7,500
Hydrant Assemblies w/ 6" G.V. & Box	2.0	each	\$5,900.00	\$ 11,800
6" PVC Hydrant Lead	22.0	lnft	\$125.00	\$ 2,750
1" Water Laterals	120.0	lnft	\$70.00	\$ 8,400
Curb Stop & Box	4.0	each	\$550.00	\$ 2,200
Sanitary Sewage System at Entrance Drive				\$ 84,098.00
Connect to Existing Sanitary Manhole	1.0	each	\$4,500.00	\$ 4,500
48" Sanitary Sewer Manhole	3.0	each	\$5,000.00	\$ 15,000
10" SDR-35 PVC Sanitary Sewer	378.0	lnft	\$131.00	\$ 49,518
4" PVC Sanitary Laterals	132.0	lnft	\$90.00	\$ 11,880
4" PVC Sanitary Riser	8.0	vft	\$400.00	\$ 3,200

Storm System at Entrance Drive					\$	64,712.00
Pond Outlet Controls Structures	1.0	each	\$1,400.00	\$	1,400	
18" CL III RCP Storm Sewer	182.0	lnft	\$73.00	\$	13,286	
12" CL III RCP Storm Sewer	115.0	lnft	\$62.00	\$	7,130	
18" RCP End Section w/ Grate	4.0	each	\$360.00	\$	1,440	
12" RCP End Section w/ Grate	12.0	each	\$340.00	\$	4,080	
Detention Basin #2	3,114.7	cuyd	\$12.00	\$	37,376	
Concrete at Entrance Drive					\$	19,064.00
Sidewalks	1,758.0	sqft	\$8.00	\$	14,064	
ADA Ramps	2.0	each	\$2,500.00	\$	5,000	

SUBTOTAL FOR ENTRANCE DRIVE **\$ 280,264.00**

WORK COMPLETED IN 2021-2022	COMBINED INFRASTRUCTURE TOTAL	\$ 1,091,007.89
	CONTINGENCY (20%)	\$ 218,201.95
WORK COMPLETED IN 2022-2023	INITIAL LETTER OF CREDIT VALUE	\$ 1,309,209.84

SCOPES OF WORK COMPLETED IN 2021-2022

Water Main at Waters Lane	\$	176,900.00	
Sanitary Sewage System at Waters Lane		209,330.00	
Storm System at Waters Lane		144,142.89	Less values for Detention Basins #4 & #5
Water Main at Entrance Drive		71,730.00	
Sanitary Sewage System at Entrance Drive		84,098.00	
Storm System at Entrance Drive		27,336.00	Less values for Detention Basins #2
COMPLETED COMBINED INFRASTRUCTURE TOTAL	\$	713,536.89	
CONTINGENCY (20%)	\$	-	
TOTAL LETTER OF CREDIT REDUCTION	\$	713,536.89	

LOC ISSUED FOR 2022-2023 PERIOD **\$ 595,672.95**

SCOPES OF WORK COMPLETED IN 2022-2023

Asphalt Paving at Waters Lane	\$	128,022.00	
Detention Basin #4 & #5		38,729.00	
Concrete at Waters Lane		113,620.00	
Asphalt Paving at Entrance Drive		40,660.00	
Detention Basin #2		37,376.00	
Concrete at Entrance Drive		19,064.00	
COMPLETED COMBINED INFRASTRUCTURE TOTAL	\$	377,471.00	
CONTINGENCY (20%)	\$	218,201.95	
TOTAL LETTER OF CREDIT REDUCTION	\$	595,672.95	

REVISED LETTER OF CREDIT TO BE ISSUED **\$ -**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2

TO OWNER:

Continental Building Co.
395 East Waterford Drive, Suite 300
Homestead, PA 15120

PROJECT:

The Waters of Pewaukee
Pewaukee, WI 53188

APPLICATION NO:

9 Distribution to:



PERIOD TO:

9/30/23

FROM CONTRACTOR:

D.F. Tomasini Contractors, Inc.
N70 W25176 Indian Grass Lane
Sussex, WI 53089

VIA ARCHITECT:

Kaas Wilson National, Inc.
1301 American Blvd., East, Suite 100
Bloomington, MN 55425

PROJECT NOS:

20-09-902
DFT#2199

CONTRACT FOR: Site Improvements

CONTRACT DATE:

3/19/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,543,886.00
2. Net change by Change Orders	\$	425,895.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,969,781.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,969,781.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	98,489.05
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	98,489.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,871,291.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,772,802.90
8. CURRENT PAYMENT DUE	\$	98,489.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	98,489.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$425,895.00	
Total approved this Month	\$0.00	
TOTALS	\$425,895.00	\$0.00
NET CHANGES by Change Order	\$425,895.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: D.F. TOMASINI CONTRACTORS, INC.

By:

Mike Benish, President

Date: 9/25/23

State of: Wisconsin

County of: Waukesha

Subscribed and sworn to before me this

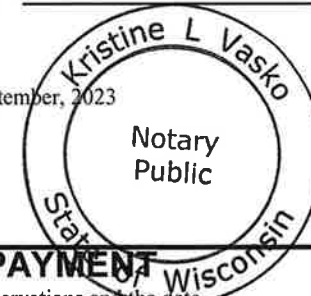
25th day of September, 2023

Notary Public:

Kristine L. Vasko

My Commission expires:

09/25/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%		
1	Sanitary Sewer	487,228.00	487,228.00	-	-	487,228.00	100.00%	-	24,361.40
2	Water Main	587,130.00	587,130.00	-	-	587,130.00	100.00%	-	29,356.50
3	Storm Sewer	443,952.00	443,952.00	-	-	443,952.00	100.00%	-	22,197.60
4	Alternates	10,290.00	10,290.00	-	-	10,290.00	100.00%	-	514.50
5	Bond	15,286.00	15,286.00	-	-	15,286.00	100.00%	-	764.30
6	Change Order #1	116,330.00	116,330.00	-	-	116,330.00	100.00%	-	5,816.50
7	Change Order #2	182,889.00	182,889.00	-	-	182,889.00	100.00%	-	9,144.45
8	Change Order #3	2,885.00	2,885.00	-	-	2,885.00	100.00%	-	144.25
9	Change Order #4	87,913.00	87,913.00	-	-	87,913.00	100.00%	-	4,395.65
10	Change Order #5	2,980.00	2,980.00	-	-	2,980.00	100.00%	-	149.00
11	Change Order #6	2,865.00	2,865.00	-	-	2,865.00	100.00%	-	143.25
12	Change Order #7	23,561.00	23,561.00	-	-	23,561.00	100.00%	-	1,178.05
13	Change Order #8	6,472.00	6,472.00	-	-	6,472.00	100.00%	-	323.60
		1,969,781.00	1,969,781.00	-	-	1,969,781.00	100%	-	98,489.05

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Direct Subcontractor/ Supplier
Unconditional Waiver and Release
Upon Progress Payment

TO: Continental Building Company II, LLC
395 East Waterfront Drive, Suite 300
Homestead, PA 15120

RE: The Waters of Pewaukee
Pewaukee Rd - Hawks Meadow Dr.
Pewaukee, WI 53188
(Hereinafter called the "Project")

FROM: D.F. Tomasini Contractors, Inc.
N70 W25176 Indian Grass Lane
Sussex, WI 583089

Upon receipt by the undersigned of check(s) from Continental Building Company in the sum totaling \$ 98,489.05 payable to D.F. Tomasini Contractors, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the project described above for and on account of work performed and labor, equipment and/or materials supplied at or on connection with the construction or improvement at the project described above.

This release covers a progress payment for labor, services, equipment or material furnished to:

The Waters of Pewaukee through 9/30/23 only.

Below list the names and address of every Sub-Subcontractor/Supplier in the Subcontractors employ for said Project with an amount in excess of \$5,000 giving the amount, if any, which is due or to become due for the previous draw and for this draw for work performed and labor, equipment and/or materials supplied at or in connection with the construction or improvement at the project described above.

As specifically described above, Subcontractor expressly waives all claims as hereinabove described. This Unconditional Waiver and Release Upon Progress Payment is intended to apply to and protect Continental Building Company and it's payment and performance bond surety, if any, as well as anyone claiming by or through Continental Building Company, the Owner, or the surety in connection with any claim, demand, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Unconditional Waiver and Release Upon Progress Payment. **THE INDIVIDUAL SIGNING THIS WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS WAIVER.**

CERTIFICATION BY NOTARY PUBLIC

BY: Kristine L. Vaslo
My commission expires: 9/25/24



Indirect Subcontractor/ Supplier
Unconditional Waiver and Release
For Partial Payment

TO: Oldcastle Infrastructure, Inc. (Subcontractor's Indirect Sub/Supplier)
P.O. Box 402721
Atlanta, GA 30384-2721

RE: The Waters of Pewaukee
Pewaukee Rd - Hawks Meadow Dr
Pewaukee, WI 53188
 (Hereinafter called the Project)

From: D.F. Tomasini Contractors, Inc. (CBC Direct Subcontractor)
N70 W25176 Indian Grass Lane
Sussex, WI 53089

The undersigned acknowledges that it has a commitment with D.F. Tomasini Contractors, Inc. to provide labor, equipment and/or materials for the Project The Waters of Pewaukee. The undersigned also acknowledges having received payment of \$7,084.00 from D.F. Tomasini Contractors, Inc. for this Project. This waiver, together with all previous waivers, covers all amounts due to Oldcastle Infrastructure, Inc. thru the date of 6/30/23 and furthermore serves to hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the project described above for, and on account of, work performed and labor, equipment and/or materials supplied at or in connection with the construction or improvement at the project described above.

THE INDIVIDUAL SIGNING THIS WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS WAIVER:

Oldcastle Infrastructure, Inc. - Sales Order #008430-17

BY: *Kelvin Walker*
 Signature
 Title: Kelvin Walker / AR Specialist
 Address: 7000 Central Parkway, Suite 800
Atlanta GA. 30328

CERTIFICATION BY NOTARY PUBLIC

Subscribed and sworn before me this 7th day of August, 2023 State of Georgia,
 County of Fulton.

DocuSigned by:
 BY: *Christa C. Johnson*
 My commission expires: 03/18/2025



8/25/23
BIC
NEED CO
SUB NOT ACKNOWLEDGING DEDUCT CO (\$28,922)

9/21/23 CUT CO FROM DRAW. CLOSED BIC. SUB IS STILL NOT
ACCEPTING THE DEDUCT CO, SO I ACCEPTED IT FOR HIM IN THE #S
BELOW. NEED A REVISED DLW/SS TO REMOVE HOLD.
JOHN: PLEASE REACH OUT TO SUB TO MAKE THEM AWARE OF THE
HOLD.

APPLICATION FOR PAYMENT

TO: Continental Building CO

PROJECT: The Waters Pewaukee
20-09-902

APPLICATION NO: 25

PART RET

FROM: Fischer Construction LLC
PO Box 705
Brookfield WI 53008-0705

8/25/23 NO NOC/NOF
LISTED IN PROCORE

PERIOD TO: 8/31/2023
INV#
JOB#

Application is made for payment, as shown below, in connection with the
Schedule of Values, attached.

1. ORIGINAL CONTRACT SUM	\$ 1,091,387.00
2. Net change by Change Orders 585,514.76	\$ 623,002.76
3. CONTRACT SUM TO DATE 1,677,201.76 (Line 1 + 2)	\$ 1,714,389.76
4. TOTAL COMPLETED & STORED TO DATE (Column G on attached breakdown)	\$ 1,712,389.76 1,677,201.76
5. RETAINAGE:	
a. 10 5 % of Completed Work \$ 171,238.98 (Column D + E on attached breakdown)	
b. 0 % of Stored Material \$ 0.00 (Column F on attached breakdown)	
Total Retainage (Lines 5a + 5b or Total in Column I of attached breakdown)	83,860.09 \$ 171,238.98
6. TOTAL EARNED LESS RETAINAGE	\$ 1,541,150.78 1,593,341.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) 1,509,481.58	\$ 1,537,370.78
8. CURRENT PAYMENT DUE 83,860.09	\$ 3,780.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 173,238.98 83,860.09

**Sales Tax Included

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved	\$620,860.00	(\$6,123.24)
Pending	\$8,266.00	\$0.00
TOTALS	\$629,126.00	(\$6,123.24)
NET CHANGES by Change Order	\$623,002.76	

To the best of our knowledge and information, the Work covered by this
Application for Payment has been completed in accordance with the Contract
Documents and that the current payment shown is now due.

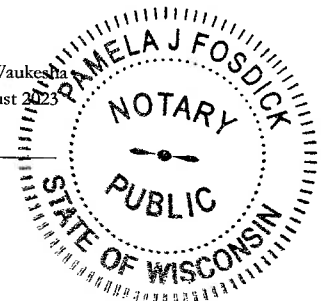
Company Name

Fischer Construction

Amy Fischer, President
Contractors Title

8/25/2023
Date

State of Wisconsin County of Waukesha
Subscribed and sworn to before me this 25 day of August 2023
Notary Public: Pamela J Fodick
My Commission expires: February 12, 2027



PROJECT: The Waters Pewaukee

APPLICATION NUMBER: 25

APPLICATION DATE: 8/25/2023

PERIOD TO: 8/31/2023

OWNER:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED TO DTE	%	BALANCE TO FINISH	RETAINAGE TO DATE
1	Erosion Control	\$ 24,420.00	\$ 24,420.00			\$ 24,420.00	100%	\$ -	\$ 2,442.00
2	Demolition	\$ 24,000.00	\$ 24,000.00			\$ 24,000.00	100%	\$ -	\$ 2,400.00
3	Excavation / Grading	\$ 440,000.00	\$ 440,000.00			\$ 440,000.00	100%	\$ -	\$ 44,000.00
4	Trucking	\$ 87,500.00	\$ 87,500.00			\$ 87,500.00	100%	\$ -	\$ 8,750.00
5	Stone	\$ 266,900.00	\$ 266,900.00			\$ 266,900.00	100%	\$ -	\$ 26,690.00
6	Finish Grade	\$ 41,500.00	\$ 35,300.00	\$ 4,200.00		\$ 39,500.00	95%	\$ 2,000.00	\$ 3,950.00
7	Parking Garage 4" Drain Tile	\$ 7,946.00	\$ 7,946.00			\$ 7,946.00	100%	\$ -	\$ 794.60
8	Sub Slab Drainage	\$ 24,694.00	\$ 24,694.00			\$ 24,694.00	100%	\$ -	\$ 2,469.40
9	Snake Fence	\$ 4,164.00	\$ 4,164.00			\$ 4,164.00	100%	\$ -	\$ 416.40
10	Well and Septic Abandon	\$ 5,200.00	\$ 5,200.00			\$ 5,200.00	100%	\$ -	\$ 520.00
11	Bid Bond	\$ 15,063.00	\$ 15,063.00			\$ 15,063.00	100%	\$ -	\$ 1,506.30
12	Access Road Allowance	\$ 130,000.00	\$ 130,000.00			\$ 130,000.00	100%	\$ -	\$ 13,000.00
13	Wet Soil Drying Allowance	\$ 20,000.00	\$ 20,000.00			\$ 20,000.00	100%	\$ -	\$ 2,000.00
14	co # 2 (8111 Added E&S, Test Pits) Owner changes	\$ 5,211.00	\$ 5,211.00			\$ 5,211.00	100%	\$ -	\$ 521.10
15	co # 1 (8111 Abatement) CBC direct CO	\$ 3,135.00	\$ 3,135.00			\$ 3,135.00	100%	\$ -	\$ 313.50
16	co # 2 (Added Erosion Control Items)	\$ 87,724.00	\$ 87,724.00			\$ 87,724.00	100%	\$ -	\$ 8,772.40
17	co # 2 (8102 Added E&S) Owner changes	\$ 2,580.00	\$ 2,580.00			\$ 2,580.00	100%	\$ -	\$ 258.00
18	co # 3 (Pond 1 Clay Liner)	\$ 8,930.00	\$ 8,930.00			\$ 8,930.00	100%	\$ -	\$ 893.00
19	co # 4 (dewatering)	\$ 29,215.00	\$ 29,215.00			\$ 29,215.00	100%	\$ -	\$ 2,921.50
20	co # 5	\$ 650.00	\$ 650.00			\$ 650.00	100%	\$ -	\$ 65.00
21	co # 6 (8179)	\$ 9,323.00	\$ 9,323.00			\$ 9,323.00	100%	\$ -	\$ 932.30
22	co # 8 (Misc to be issued by CBC - Yellow)	\$ 12,690.00	\$ 12,690.00			\$ 12,690.00	100%	\$ -	\$ 1,269.00
23	co #7 (8303,8304,8305)	\$ 7,020.00	\$ 7,020.00			\$ 7,020.00	100%	\$ -	\$ 702.00
24	co # 9 (8265)	\$ 8,050.00	\$ 8,050.00			\$ 8,050.00	100%	\$ -	\$ 805.00
25	co # 10 (8357)	\$ 66,435.00	\$ 66,435.00			\$ 66,435.00	100%	\$ -	\$ 6,643.50
26	co # 11 (Added Erosion Control Items Phase II)	\$ 66,058.00	\$ 66,058.00			\$ 66,058.00	100%	\$ -	\$ 6,605.80
27	co # 13 (8422, 8395) (owner co)	\$ 13,973.00	\$ 13,973.00			\$ 13,973.00	100%	\$ -	\$ 1,397.30
28	co # 12 (8388) (CBC co)	\$ 5,370.00	\$ 5,370.00			\$ 5,370.00	100%	\$ -	\$ 537.00
29	co # 14 & # 15 Cement Stabilization	\$ 112,000.00	\$ 112,000.00			\$ 112,000.00	100%	\$ -	\$ 11,200.00
30	co # 15 (8426)	\$ 3,300.00	\$ 3,300.00			\$ 3,300.00	100%	\$ -	\$ 330.00
29	co #16 (8438)	\$ 425.00	\$ 425.00			\$ 425.00	100%	\$ -	\$ 42.50
30	co #17 (8519)	\$ 1,425.00	\$ 1,425.00			\$ 1,425.00	100%	\$ -	\$ 142.50
31	co #18 Parking Lot/Road Stone	\$ 93,000.00	\$ 93,000.00			\$ 93,000.00	100%	\$ -	\$ 9,300.00
32	co # 19 (8562)	\$ 5,310.00	\$ 5,310.00			\$ 5,310.00	100%	\$ -	\$ 531.00
33	co # 20	\$ 4,545.00	\$ 4,545.00			\$ 4,545.00	100%	\$ -	\$ 454.50
34	co # 21	\$ 32,547.00	\$ 32,547.00			\$ 32,547.00	100%	\$ -	\$ 3,254.70
35	co # 22	\$ 2,525.00	\$ 2,525.00			\$ 2,525.00	100%	\$ -	\$ 252.50
36	co #23	\$ (6,123.24)	\$ (6,123.24)			\$ (6,123.24)	100%	\$ -	\$ (612.32)
37	co #24	\$ 10,312.00	\$ 10,312.00			\$ 10,312.00	100%	\$ -	\$ 1,031.20
38	co #25	\$ 2,086.00	\$ 2,086.00			\$ 2,086.00	100%	\$ -	\$ 208.60
39	co #26 - We Energies	\$ 17,965.00	\$ 17,965.00			\$ 17,965.00	100%	\$ -	\$ 1,796.50
40	co #27	\$ 9,056.00	\$ 9,056.00			\$ 9,056.00	100%	\$ -	\$ 905.60
41	co	\$ 8,266.00	\$ 8,266.00			\$ 8,266.00	100%	\$ -	\$ 826.60
42									
	TOTAL	\$1,714,389.76	\$1,708,189.76	\$ 4,200.00		\$ 1,712,389.76	100%	\$ 2,000.00	\$ 171,238.98

Direct Subcontractor/ Supplier
Unconditional Waiver and Release
Upon Progress Payment

TO: Continental Building CO.

RE: The Waters of Pewaukee
20-09-902
Pewaukee WI
(Hereinafter called the "Project")

FROM: Fischer Construction
PO Box 705
Brookfield WI 53008-0705

Upon receipt by the undersigned of check(s) from Continental Building Company in the sum totaling \$ 3,780.00 payable to
Fischer Construction

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the project described above for and on account of work performed and labor, equipment and/or materials supplied at or on connection with the construction or improvement at the project described above.

This release covers a progress payment for labor, services, equipment or material furnished to:
The Waters of Pewaukee through 8/31/2023 only.

***** Notarized Sworn Statement of Sub-Subcontractors/ Suppliers of Subcontractor in Excess of \$5,000 *****

Below list the names and address of every Sub-Subcontractor/Supplier in the Subcontractors employ for said Project with an amount in excess of \$5,000 giving the amount, if any, which is due or to become due for the previous draw and for this draw for work performed and labor, equipment and/or materials supplied at or in connection with the construction or improvement at the project described above.

Sub-Subcontractor Name & Address	Trade (Description of Work or Material)	Actual or Estimated Amount of Contract including Changes	Actual Amount Paid Last Draw Requires Lien Waiver in this month's draw	Estimated Amount to be Paid this Draw – Lien Waiver for Next Month	NOF Provided (Check if Yes)
Total Amounts		\$ 0.00	\$ 0.00	\$ 0.00	

As specifically described above, Subcontractor expressly waives all claims as hereinabove described. This Unconditional Waiver and Release Upon Progress Payment is intended to apply to and protect Continental Building Company and it's payment and performance bond surety, if any, as well as anyone claiming by or through Continental Building Company, the Owner, or the surety in connection with any claim, demand, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Unconditional Waiver and Release Upon Progress Payment. **THE INDIVIDUAL SIGNING THIS WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS WAIVER.**

Fischer Construction

CERTIFICATION BY NOTARY PUBLIC

BY:

Amy Fischer
Signature

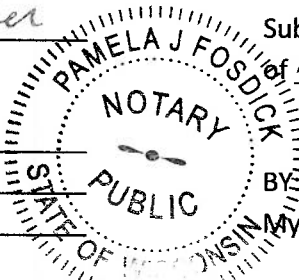
Subscribed and sworn before me this 25 day
of August, 2023 State of WI, County of Waukesha

Title:

President

Address:

PO Box 705
Brookfield WI 53008-0705



BY: Pamela J Fodick
My commission expires: 2/12/27

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

CONTRACTOR: **Continental Building Company II, LLC**
395 East Waterfront Drive, Suite 300
Homestead, PA 15120

SUBCONTRACTOR: **Koenig Concrete, Corp.**
1401 S. Industrial Ave.
Jefferson, WI 53549

CONTRACT FOR: **Cast-in-place Concrete**

PROJECT: **The Waters of Pewaukee**
Pewaukee, WI

APPLICATION NUMBER: **13**
PERIOD TO: **09/30/23**
PROJECT NOS.: **20-09-902**

CONTRACT DATE: **03/19/21**

Distribution to:
☐ OWNER
☒ CONSTRUCTION
MANAGER
☐ ARCHITECT
CONTRACTOR

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

Kaas Wilson National, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM	\$369,783.00
2.	Net Change By Change Orders.....	\$986,798.00
3.	CONTRACT SUM TO DATE (Line 1 + 2).....	\$ 1,356,581.00
4.	TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$1,356,581.00
5.	RETAINAGE:	
a.	10% % of Completed Work \$135,658.10 (Columns D & E on G703)	
b.	0% % of Stored Material \$0.00 (Column F on G703)	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$135,658.10
6.	TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$1,220,922.90
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,219,213.80
8.	CURRENT PAYMENT DUE	\$1,709.10
9.	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 135,658.10

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
CONTRACTOR: Koenig Concrete, Corp.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the and not the truthfulness, accuracy, or validity of that document.

By: Karen M. Koenig Date: 9-25-2023
State of: _____ County of: _____
Subscribed and sworn before me on this 25th day of September, 2023 by: _____ proved to me
on the basis of satisfactory evidence to be the person who appeared before me.

Notary: _____ My Commissioning Expires: _____

CERTIFICATE FOR PAYMENT

9/25/23 NEED NOTARIZED AIA

NEED ILW:
ZIGNEGO READY MIX \$24,756.90
IYCON \$5,355.00

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AMOUNT CERTIFIED..... \$ 1,709.10

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,003,749.00	(\$18,850.00)
Total Approved this Month	\$1,899.00	\$0.00
TOTALS	\$1,005,648.00	(\$18,850.00)
NET CHANGES by Change Order		

CONTINUATION SHEET - Schedule of Values

AIA DOCUMENT G703

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13

APPLICATION DATE: 09/25/23

PERIOD TO: 09/30/23

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK WATERS OF PEWAUKEE W239 N2492 PEWAUKEE RD PEWAUKEE, WI	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Site Concrete - Apartments	\$71,954.00	\$71,954.00	\$0.00		\$71,954.00	100%	\$0.00	\$7,195.40
2	Site Concrete - Townhouses	\$253,207.00	\$253,207.00	\$0.00		\$253,207.00	100%	\$0.00	\$25,320.70
3	Curb & Gutter	\$44,622.00	\$44,622.00	\$0.00		\$44,622.00	100%	\$0.00	\$4,462.20
4			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
5			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
6			\$0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
SUB TOTALS:		\$369,783.00	\$369,783.00	\$0.00	\$0.00	\$369,783.00	100%	\$0.00	\$36,978.30
Change Orders									
	Footings & Walls - Cottage A - #4	\$38,171.00	\$38,171.00	\$0.00		\$38,171.00	100%	\$0.00	\$3,817.10
	Interior Floors - Cottage A - #4	\$21,551.00	\$21,551.00	\$0.00		\$21,551.00	100%	\$0.00	\$2,155.10
	Footings & Walls - Cottage A - #8	\$38,171.00	\$38,171.00	\$0.00		\$38,171.00	100%	\$0.00	\$3,817.10
	Interior Floors - Cottage A - #8	\$21,551.00	\$21,551.00	\$0.00		\$21,551.00	100%	\$0.00	\$2,155.10
	Footings & Walls - Cottage A - #9	\$38,171.00	\$38,171.00	\$0.00		\$38,171.00	100%	\$0.00	\$3,817.10
	Interior Floors - Cottage A - #9	\$21,551.00	\$21,551.00	\$0.00		\$21,551.00	100%	\$0.00	\$2,155.10
	Footings & Walls - Cottage A - #11	\$38,171.00	\$38,171.00	\$0.00		\$38,171.00	100%	\$0.00	\$3,817.10
	Interior Floors - Cottage A - #11	\$21,551.00	\$21,551.00	\$0.00		\$21,551.00	100%	\$0.00	\$2,155.10
	Footings & Walls - Cottage B - #1	\$36,036.00	\$36,036.00	\$0.00		\$36,036.00	100%	\$0.00	\$3,603.60
	Interior Floors - Cottage B - #1	\$20,050.00	\$20,050.00	\$0.00		\$20,050.00	100%	\$0.00	\$2,005.00
	Footings & Walls - Cottage B - #3	\$36,036.00	\$36,036.00	\$0.00		\$36,036.00	100%	\$0.00	\$3,603.60
	Interior Floors - Cottage B - #3	\$20,050.00	\$20,050.00	\$0.00		\$20,050.00	100%	\$0.00	\$2,005.00
	Footings & Walls - Cottage B - #14	\$36,036.00	\$36,036.00	\$0.00		\$36,036.00	100%	\$0.00	\$3,603.60
	Interior Floors - Cottage B - #14	\$20,050.00	\$20,050.00	\$0.00		\$20,050.00	100%	\$0.00	\$2,005.00
	Footings & Walls - Cottage B - #15	\$36,036.00	\$36,036.00	\$0.00		\$36,036.00	100%	\$0.00	\$3,603.60
	Interior Floors - Cottage B - #15	\$20,050.00	\$20,050.00	\$0.00		\$20,050.00	100%	\$0.00	\$2,005.00
	Footings & Walls - Cottage C - #5	\$42,778.00	\$42,778.00	\$0.00		\$42,778.00	100%	\$0.00	\$4,277.80
	Interior Floors - Cottage C - #5	\$21,773.00	\$21,773.00	\$0.00		\$21,773.00	100%	\$0.00	\$2,177.30
	Footings & Walls - Cottage C - #6	\$42,778.00	\$42,778.00	\$0.00		\$42,778.00	100%	\$0.00	\$4,277.80
	Interior Floors - Cottage C - #6	\$21,773.00	\$21,773.00	\$0.00		\$21,773.00	100%	\$0.00	\$2,177.30
	Footings & Walls - Cottage C - #7	\$42,778.00	\$42,778.00	\$0.00		\$42,778.00	100%	\$0.00	\$4,277.80
	Interior Floors - Cottage C - #7	\$21,773.00	\$21,773.00	\$0.00		\$21,773.00	100%	\$0.00	\$2,177.30
	Footings & Walls - Cottage C - #12	\$42,778.00	\$42,778.00	\$0.00		\$42,778.00	100%	\$0.00	\$4,277.80
	Interior Floors - Cottage C - #12	\$21,773.00	\$21,773.00	\$0.00		\$21,773.00	100%	\$0.00	\$2,177.30
	Footings & Walls - Cottage C - #13	\$42,778.00	\$42,778.00	\$0.00		\$42,778.00	100%	\$0.00	\$4,277.80
	Interior Floors - Cottage C - #13	\$21,773.00	\$21,773.00	\$0.00		\$21,773.00	100%	\$0.00	\$2,177.30
	Footings & Walls - Cottage C2 - #2	\$42,952.00	\$42,952.00	\$0.00		\$42,952.00	100%	\$0.00	\$4,295.20
	Interior Floors - Cottage C2 - #2	\$22,145.00	\$22,145.00	\$0.00		\$22,145.00	100%	\$0.00	\$2,214.50
	Footings & Walls - Cottage C2 - #10	\$42,952.00	\$42,952.00	\$0.00		\$42,952.00	100%	\$0.00	\$4,295.20
	Interior Floors - Cottage C2 - #10	\$22,145.00	\$22,145.00	\$0.00		\$22,145.00	100%	\$0.00	\$2,214.50
	Deduct-Rebar supplied by CBC	(\$16,581.00)	(\$16,581.00)	\$0.00		(\$16,581.00)	100%	\$0.00	(\$1,658.10)
	Change Order #2 - Pump Truck Cottage 7	\$1,874.00	\$1,874.00	\$0.00		\$1,874.00	100%	\$0.00	\$187.40
	Change Order #3 - Add. Concrete Cott. 4	\$2,553.00	\$2,553.00	\$0.00		\$2,553.00	100%	\$0.00	\$255.30
	Change Order #4 - Lean Mix Cottage 1	\$6,243.00	\$6,243.00	\$0.00		\$6,243.00	100%	\$0.00	\$624.30
	Change Order #5 - Nov Winter Charges	\$7,970.00	\$7,970.00	\$0.00		\$7,970.00	100%	\$0.00	\$797.00
	Change Order #6 - Detectable Warning Sur	\$4,516.00	\$4,516.00	\$0.00		\$4,516.00	100%	\$0.00	\$451.60

Change Order #7 - Added Sidewalk	\$2,512.00	\$2,512.00	\$0.00		\$2,512.00	100%	\$0.00	\$251.20
Change Order #8 - Damage to Curb Box	(\$2,269.00)	(\$2,269.00)	\$0.00		(\$2,269.00)	100%	\$0.00	(\$226.90)
Change Order #10 - Curb & Gutter	\$61,900.00	\$61,900.00	\$0.00		\$61,900.00	100%	\$0.00	\$6,190.00
Change Order #11 - Replace Curb	\$1,899.00		\$1,899.00		\$1,899.00	100%	\$0.00	\$189.90
CHANGE ORDER TOTALS:	\$986,798.00	\$984,899.00	\$1,899.00	\$0.00	\$984,899.00	100%	\$0.00	\$98,489.90
GRAND TOTALS	\$1,356,581.00	\$1,354,682.00	\$1,899.00	\$0.00	\$1,354,682.00	100%	\$0.00	\$135,468.20

Direct Subcontractor/ Supplier
Unconditional Waiver and Release
Upon Progress Payment

TO: Continental Building Company II, LLC
395 East Waterfront Drive, Suite 300
Homestead, PA 15120

RE: The Waters of Pewaukee
Pewaukee Rd - Hawks Meadow Dr.
Pewaukee, WI 53188
(Hereinafter called the "Project")

FROM: Koenig Concrete, Corp
1401 Industrial Ave
Jefferson, WI 53549

Upon receipt by the undersigned of check(s) from Continental Building Company in the sum totaling \$ 1,709.10 payable to
Koenig Concrete, Corp

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall hereby WAIVE,
RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the project described above for and on account
of work performed and labor, equipment and/or materials supplied at or on connection with the construction or improvement at the
project described above.

This release covers a progress payment for labor, services, equipment or material furnished to:

The Waters of Pewaukee through 09/30/2023 only.

***** Notarized Sworn Statement of Sub-Subcontractors/ Suppliers of Subcontractor in Excess of \$5,000 *****

Below list the names and address of every Sub-Subcontractor/Supplier in the Subcontractors employ for said Project with an amount in excess of \$5,000 giving the amount, if any, which is due or to become due for the previous draw and for this draw for work performed and labor, equipment and/or materials supplied at or in connection with the construction or improvement at the project described above.

Sub-Subcontractor Name & Address	Trade (Description of Work or Material)	Actual or Estimated Amount of Contract including Changes	Actual Amount Paid Last Draw Requires Lien Waiver in this month's draw	Estimated Amount to be Paid this Draw – Lien Waiver for Next Month	NOF Provided (Check if Yes)
Zignego Ready Mix, Inc.: Waukesha, WI	Concrete Ready Mix	\$ 415,445.46	\$ 24,756.90	\$ 2,849.97	
Lycon, Inc.: Janesville, WI	Concrete Ready Mix	\$ 7,081.20	\$ 5,355.00	\$ 1,726.20	
Total Amounts		\$ 422,526.66	\$ 30,111.90	\$ 4,576.17	

As specifically described above, Subcontractor expressly waives all claims as hereinabove described. This Unconditional Waiver and Release Upon Progress Payment is intended to apply to and protect Continental Building Company and it's payment and performance bond surety, if any, as well as anyone claiming by or through Continental Building Company, the Owner, or the surety in connection with any claim, demand, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Unconditional Waiver and Release Upon Progress Payment. **THE INDIVIDUAL SIGNING THIS WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS WAIVER.**

Koenig Concrete, Corp

BY:

Karen M. Koenig

Signature

** Notarized copy to follow **

Title:

Address:

1401 Industrial Ave

Jefferson, WI 53549

CERTIFICATION BY NOTARY PUBLIC

Subscribed and sworn before me this _____ day
of _____, _____ State of _____, County of _____

BY: _____

My commission expires: _____

Koenig Concrete Corp.

1401 Industrial Ave
Jefferson, WI 53549
920-674-4130
info@koenigconcrete.net

**INVOICE**

BILL TO
Continental Building Co.
150 E. Broad St.
Columbus, OH 43215

INVOICE 5420
DATE 09/25/2023
TERMS Due on receipt

PROJECT
Waters of Pewaukee

ESTIMATOR
Damion Steines

DESCRIPTION	QTY	TOTAL
Project Location: W239 N2492 Pewaukee Rd Pewaukee, WI		
CHANGE ORDER #19		
Replacement ONLY of damaged 30" Curb & Gutter per city recommendations	21	
CHANGE ORDER TOTAL:		1,899.00

Interest charge of 1.5% per month will be added to all past due invoices. Invoice will be considered past due and a lien notice filed if not paid within 30 days. Lien filing fees will be added to balance due. This invoice serves as an intent to lien if payment is not received per these terms.

Thank you for your business!

BALANCE DUE

\$1,899.00

Koenig Concrete, Corp. is a Woman-Owned Business Enterprise.

WARRANTY INFORMATION:

We warranty this concrete work to be free of defects for 1 year from the time of placement. We do not warranty against subgrade failure or surface scaling due to extreme winter conditions or road salt. Premature cracking of the concrete is not covered under this warranty.

TO: Continental Building Company II LLC
150 E Broad St.
Columbus OH 43215

PROJECT: Waters of Pewaukee 2022

APPLICATION NO: 1

Distribution to:

APPLICATION DATE: 11/10/2022

☐ OWNER
☐ CONSTRUCTION MGR.

PERIOD TO: 11/10/22

☐ ARCHITECT
☐ CONTRACTOR

PROJECT #'S: 20/09/902

☐ OTHER:

FROM: Payne & Dolan, Inc.
N3 W23650 Badinger Rd
Waukesha, WI 53188

VIA ARCHITECT:

CONTRACT DATE: 5/31/2022

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- | | | |
|----|--|-----------------|
| 1. | ORIGINAL CONTRACT SUM | \$ 230,000.00 |
| 2. | Net change by Change Orders | \$ - |
| 3. | CONTRACT SUM TO DATE (Line 1 ± 2) | \$ - |
| 4. | TOTAL COMPLETED & STORED TO DATE
(Column G on G703) | \$ 228,749.30 |
| 5. | RETAINAGE: | |
| a. | 5% of Completed Work
(Columns D + E on G703) | \$ 11,437.47 |
| b. | of Stored Material
(Column F on G703) | \$ - |
| | Total Retainage (Line 5a + 5b or
Total in column I of G703) | \$ 11,437.47 |
| 6. | TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) | \$ 217,311.84 |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) | \$ - |
| 8. | CURRENT PAYMENT DUE | \$ 217,311.84 |
| 9. | BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ (217,311.84) |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 31,297.55	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ 31,297.55	\$ -
NET CHANGES by Change Order	\$ 31,297.55	\$ 31,297.55

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Payne & Dolan, Inc.

DocuSigned by:

By:

Jeff Batcheur

Date: 11/10/22

5785325C54C0449...

State of:

Wisconsin

County of:

Waukesha

Subscribed and sworn to before
me this 10 day of November, 2022

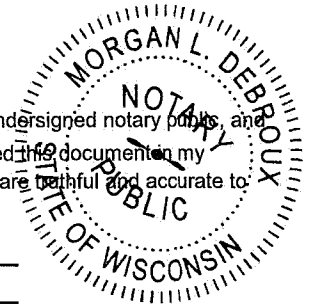
Jeff Batcheur, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

Morgan L. DeBoux

My Commission expires:

03/10/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

\$ 217,311.84

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor made under this Contract

FROM: Payne & Dolan, Inc.
PROJECT: Waters of Pewaukee 2022

APPLICATION NO: 1
APPLICATION DATE: 11/10/2022
PERIOD TO: 11/10/222
PROJECT #'S: 20/09/902

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION(S) (D + E)	THIS PERIOD					
1	BASE CONTRACT WORK	\$ 230,000.00	\$ -	\$ 205,597.20	\$ -	\$ 205,597.20	89%	\$ 24,402.80	\$ 10,279.86
	C.O COLD WEATHER ADDITIVE	\$ 14,232.10	\$ -	\$ 14,232.10	\$ -	\$ 14,232.10	100%	\$ -	\$ 711.61
	C.O UPGRADE TO WISDOT SPEC M	\$ 2,065.45	\$ -	\$ 1,420.00	\$ -	\$ 1,420.00	69%	\$ 645.45	\$ 71.00
	C.O 2023 PREP FOR SURFACE & RA	\$ 15,000.00	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	50%	\$ 7,500.00	\$ 375.00
		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
		\$ 261,297.55	\$ -	\$ 228,749.30	\$ -	\$ 228,749.30	88%	\$ 32,548.25	\$ 11,437.47

Page 22 of 36

Direct Subcontractor/ Supplier
Unconditional Waiver and Release
Upon Progress Payment

TO: Continental Building Company II, LLC
395 East Waterfront Drive, Suite 300
Homestead, PA 15120

RE: The Waters of Pewaukee
Pewaukee Rd - Hawks Meadow Dr.
Pewaukee, WI 53188

(Hereinafter called the "Project")

FROM: Payne and Dolan Inc.
N3 W23650 Badinger Rd.
Waukesha, WI 53187

Upon receipt by the undersigned of check(s) from Continental Building Company in the sum totaling \$ 217,311.84 payable to
Payne and Dolan Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall hereby WAIVE, RELEASE AND FOREVER DISCHARGE any and all liens, claims or rights of liens on or against the project described above for and on account of work performed and labor, equipment and/or materials supplied at or on connection with the construction or improvement at the project described above.

This release covers a progress payment for labor, services, equipment or material furnished to:
The Waters of Pewaukee through 11/11/2022 only.

***** Notarized Sworn Statement of Sub-Subcontractors/ Suppliers of Subcontractor in Excess of \$5,000 *****

Below list the names and address of every Sub-Subcontractor/Supplier in the Subcontractors employ for said Project with an amount in excess of \$5,000 giving the amount, if any, which is due or to become due for the previous draw and for this draw for work performed and labor, equipment and/or materials supplied at or in connection with the construction or improvement at the project described above.

Sub-Subcontractor Name & Address	Trade (Description of Work or Material)	Actual or Estimated Amount of Contract including Changes	Actual Amount Paid Last Draw Requires Lien Waiver in this month's draw	Estimated Amount to be Paid this Draw – Lien Waiver for Next Month	NOF Provided (Check if Yes)
Wahlen Works 12323 W Fairview Ave. Milwaukee WI	Striping	\$ 12,179.25		\$ 10,961.33	
Total Amounts		\$ 12,179.25	\$ 0.00	\$ 10,961.33	

As specifically described above, Subcontractor expressly waives all claims as hereinabove described. This Unconditional Waiver and Release Upon Progress Payment is intended to apply to and protect Continental Building Company and it's payment and performance bond surety, if any, as well as anyone claiming by or through Continental Building Company, the Owner, or the surety in connection with any claim, demand, claim for relief, cause of action and the like waived, released and relinquished by the terms of this Unconditional Waiver and Release Upon Progress Payment. **THE INDIVIDUAL SIGNING THIS WAIVER ON BEHALF OF THE UNDERSIGNED, WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS WAIVER.**

Payne and Dolan Inc.

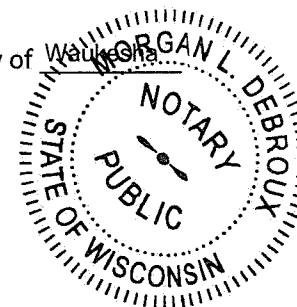
BY: DocuSigned by:
Jeff Batchelor
 5785325C54C0449...
 Signature

Title: Agent
 Address: N3 W23650 Badinger Rd.
Waukesha, WI 53187

CERTIFICATION BY NOTARY PUBLIC

Subscribed and sworn before me this 11 day
 of November, 2022 State of Wisconsin, County of Waukesha

BY: Morgan L. DeBroux
 My commission expires: 03/10/2026



The Waters of Pewaukee

Item	QTY	Unit	Cost/Unit	Cost	LOC Reduction
Road A Improvements					
Asphalt Paving	3369	SY	\$38.00	\$128,022.00	\$ 128,022.00
8" PVC Water main	1120	LF	\$95.00	\$106,400.00	
8" Gate Valves	5	EA	\$2,500.00	\$12,500.00	
Hydrant Assemblies w/ 6" G.V. & Box	4	EA	\$5,900.00	\$23,600.00	
6" PVC Hydrant Lead	42	LF	\$125.00	\$5,250.00	
1" Water Laterals	330	LF	\$70.00	\$23,100.00	
Curb Stop & Box	11	EA	\$550.00	\$6,050.00	
Connect to Existing Sanitary Manhole	1	EA	\$4,500.00	\$4,500.00	
48" Sanitary Sewer Manhole	8	EA	\$5,000.00	\$40,000.00	
8" SDR-35 PVC Sanitary Sewer	1028	LF	\$120.00	\$123,360.00	
4" PVC Sanitary Laterals	363	LF	\$90.00	\$32,670.00	
4" PVC Sanitary Riser	22	VF	\$400.00	\$8,800.00	
Catch Basin w/ Frame & Grate	10	EA	\$1,250.00	\$12,500.00	
48" Storm Sewer Manhole	6	EA	\$5,000.00	\$30,000.00	
Pond Outlet Controls Structures	1	EA	\$1,400.00	\$1,400.00	
24" CL III RCP Storm Sewer	409	LF	\$85.00	\$34,765.00	
18" CL III RCP Storm Sewer	568	LF	\$73.00	\$41,464.00	
12" CL III RCP Storm Sewer	327	LF	\$62.00	\$20,274.00	
24" RCP End Section w/ Grate	3	EA	\$420.00	\$1,260.00	
18" RCP End Section w/ Grate	5	EA	\$360.00	\$1,800.00	
12" RCP End Section w/ Grate	2	EA	\$340.00	\$680.00	
Detention Basin #4 and #5	3227.4	CY	\$12.00	\$38,728.80	\$ 38,728.80
Curb & Gutter	2324	LF	\$25.00	\$58,100.00	\$ 58,100.00
Sidewalks	5690	SF	\$8.00	\$45,520.00	\$ 45,520.00
ADA Ramps	4	EA	\$2,500.00	\$10,000.00	\$ 10,000.00
Subtotal				\$810,743.80	\$ 280,370.80

Road B Improvements

Asphalt Paving	1070	SY	\$38.00	\$40,660.00	\$ 40,660.00
12"x8" Tapping Sleeve w/ 8" G.V. & Box	1	EA	\$2,950.00	\$2,950.00	
Connect to Existing Water Main	1	EA	\$2,500.00	\$2,500.00	
8" PVC Water main	354	LF	\$95.00	\$33,630.00	
8" Gate Valves	3	EA	\$2,500.00	\$7,500.00	
Hydrant Assemblies w/ 6" G.V. & Box	2	EA	\$5,900.00	\$11,800.00	
6" PVC Hydrant Lead	22	LF	\$125.00	\$2,750.00	
1" Water Laterals	120	LF	\$70.00	\$8,400.00	
Curb Stop & Box	4	EA	\$550.00	\$2,200.00	
Connect to Existing Sanitary Manhole	1	EA	\$4,500.00	\$4,500.00	
48" Sanitary Sewer Manhole	3	EA	\$5,000.00	\$15,000.00	
10" SDR-35 PVC Sanitary Sewer	378	LF	\$131.00	\$49,518.00	
4" PVC Sanitary Laterals	132	LF	\$90.00	\$11,880.00	
4" PVC Sanitary Riser	8	VF	\$400.00	\$3,200.00	
Pond Outlet Controls Structures	1	EA	\$1,400.00	\$1,400.00	

18" CL III RCP Storm Sewer	182	LF	\$73.00	\$13,286.00	
12" CL III RCP Storm Sewer	115	LF	\$62.00	\$7,130.00	
18" RCP End Section w/ Grate	4	EA	\$360.00	\$1,440.00	
12" RCP End Section w/ Grate	12	EA	\$340.00	\$4,080.00	
Detention Basin #2	3114.7	CY	\$12.00	\$37,376.40	\$ 37,376.40
Sidewalks	1758	SF	\$8.00	\$14,064.00	\$ 14,064.00
ADA Ramps	2	EA	\$2,500.00	\$5,000.00	\$ 5,000.00
Subtotal				<u>\$280,264.40</u>	<u>\$ 97,100.40</u>
Total				\$1,091,008.20	\$ 377,471.20
20%				<u>\$218,201.64</u>	<u>\$109,100.82</u>
Final LOC Value				\$1,309,209.84	\$ 486,572.02

\$109,100.82

\$ 23,894.70

\$ 64,011.00

50% reduction in retainage

DOT estimate to repair fiber cable under City permit for developer
1/2 paving cost

EASEMENT AGREEMENT

Document Number

Document Title

THIS EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____ 2023 (the "Effective Date") by and between SHP VI WSLG PEWAUKEE JV LLC, a Delaware limited liability company ("Grantee"), and the CITY OF PEWAUKEE, a Wisconsin municipal corporation ("Grantor" or "City") (Grantor and Grantee are individually a "Party," and collectively the "Parties").

RECITALS

WHEREAS, Grantor accepted by public dedication that certain right of way described in Exhibit A hereto (the "Right of Way");

WHEREAS, Grantee has installed a number of improvements including lights fixtures, ancillary underground electricity and landscaping within the Right of Way, as depicted on Exhibit B hereto (the "Improvements"); and

WHEREAS, Grantor desires to grant Grantee a perpetual, non-exclusive easement over and within the Right of Way so that the Improvements can remain in the Right of Way, and be maintained, in accordance with the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The information and definitions contained within the Recitals are incorporated into this Agreement as if fully set forth herein.
2. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual, non-exclusive easement (the "Easement") for the purpose of allowing the Improvements to remain in and upon the Right of Way, and to allow Grantee to maintain the Improvements as permitted herein.
3. **Maintenance and Repair.** Grantee shall maintain the Improvements, including the light poles and landscaping, in a neat and orderly manner, such that the Improvements do not interfere with the use of the Right of Way. Grantee shall perform all maintenance on the conduit,

Recording Area

Name and Return Address

Charles W. Cousland
Quarles & Brady LLP
411 East Wisconsin Avenue, Suite 2400
Milwaukee, WI 53202

See Exhibit A attached hereto

Parcel Identification Number (PIN)

electrical wires, electrical fixtures, etc. at no cost to the Grantor. If maintenance or corrective action is required to address a safety issue, and Grantor does not complete the work within five (5) days written notice, ~~the City may complete the work and all costs associated with the work will be billed to Grantee as a special charge, which, if not timely paid, will be placed upon Grantee's end of year tax bill.~~ Grantee waives the right to a public hearing regarding these special charges. Grantee shall obtain all necessary permits from the City prior to replacement of any conduit, electrical wires, electrical fixtures, bases, or related facilities. If the replacement results in any changes to the as-built drawings, Grantee shall provide an updated as-built. Any damage to the City's infrastructure including curb, roads, storm sewer, landscaping, etc. due to work on the private infrastructure shall be repaired as directed by the City at Grantee's expense.

4. **Contacts.** Grantee shall provide Grantor with an emergency contact that shall be kept current. If contacts is not provided or kept current and work is required immediately, the City will proceed with the work and will charge them without further notice.

5. **Removal.** If the usual and customary maintenance of the Right of Way requires removal of any of the Improvements, as determined in Grantor's reasonable discretion, Grantor may temporarily remove the Improvements, to the extent reasonably necessary to complete such maintenance, at Grantee's sole cost and expense. When such maintenance work is completed, Grantee may, but is not obligated to, reinstall the removed items in a manner that is consistent with the original plan, at Grantee's sole cost and expense. At the end of the useful life of a light fixture in the Right of Way, Grantee shall give prior written notice to Grantor before removing or replacing such light fixture. Upon receipt of such notice, Grantor may cause the Grantee to remove such light fixture by delivery of written notice to Grantee within thirty (30) days of receipt of Grantee's notice herein, in which event the portion of the light fixture and any support that is above grade shall be removed at Grantee's sole cost and expense. If Grantor does not require the removal of such light fixture (or Grantor otherwise fails to timely respond to Grantee's notice hereunder), Grantee may replace the above-grade portion of the light fixture, or remove the portion of the light fixture and any support that is above grade, out of the Right of Way, at Grantee's sole cost and expense. Should any light fixture be removed as contemplated herein, ~~they must~~ such fixture may be replaced outside of the current right of way—and all, in which event Grantee shall make reasonable efforts to remove infrastructure currently in the right of way ~~will be removed~~ (not abandoned in place), and Grantee shall submit a revised plan to Grantor for consideration and approval in accordance with all applicable statutes, regulations, and ordinances.

6. **Damage.** Grantor shall not be responsible for any costs arising from the damage, destruction, or removal of the conduit, electrical lines, lights, poles, or other equipment or fixtures related to City work (construction, maintenance, or operations) within the Right of Way, except for any such costs that arise from the negligent acts or omissions of Grantor.

7. **Snow Storage.** Grantee acknowledges that the lights are located in areas ~~of where there may be snow storage and.~~ The City shall make reasonable efforts to move snow to areas that do not impact the lights, including having snow storage on the South side of the road when possible. However, excepting any costs caused by the City's negligent acts or omissions, the City will not be responsible for costs associated with: (a) snow removal around the infrastructure and if damaged lights; or (b) any damage caused to the lights due to this snow removal activity; ~~the City shall not responsible for any costs associated with the repairs or maintenance~~

costs.

8. **Enjoyment.** Grantee shall not use, or allow the use of, the Easement in any manner which would unreasonably interfere with, or unreasonably interrupt the use and enjoyment of the Right of Way by Grantor or the general public. No other use of the right of way shall be made by Grantee.

9. **No claim for Adverse Possession.** The Grantee acknowledges and agrees that its use of the easement is solely as granted herein and does not confer any ownership or possessory rights beyond those explicitly defined. The Grantor retains full legal ownership and control of the easement area at all times. Grantee shall not, at any time, claim or attempt to acquire title or rights by adverse possession with regard to the easement area.

~~Locating Infrastructure. Grantee shall locate this private infrastructure within the public right of way as required by Digger's Hotline regulations (Grantee shall become a member of Digger's Hotline to ensure it receives notifications for marking infrastructure). Proof of enrollment and a primary contact shall be provided to the City and must be kept up to date. The City will not mark any private utilities.~~

10. **As-Builts.** ~~Grantor~~Grantee shall file accurate as-builts of the lights, posts, electrical conduit, electrical feed, and anything else associated with the private items in the ROW with the City prior to execution of this Easement Agreement.

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11. **Indemnity.** Grantee shall keep the Right of Way free and clear of all mechanics' liens, lis pendens and other liens. Grantee shall indemnify, defend, and hold Grantor harmless for, from, and against any and all actual or alleged claims, demands, suits, liabilities, and costs and expenses (including, but not limited to, reasonable attorneys' fees) relating to or arising out of accidents, injuries, liens, loss, or damage of or to any person or property arising from Grantee or any of Grantee's permittees use of the Easement, except to the extent arising from the willful misconduct of Grantor or its contractors, employees, agents, invitees, licensees, and designees. The foregoing obligations under this paragraph shall survive any termination of this Agreement.

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12. **Attorneys' Fees.** In the event of any litigation or arbitration arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party its costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with such action, to be determined by the court and not a jury in any such litigation or the arbitrator.

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13. **Amendment; Successors and Assigns.** This Agreement may be amended only by written instrument executed by Grantor and Grantee. This Agreement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

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14 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without regard to its conflict of laws rules.

[Signature on Following Page]

IN WITNESS THEREOF, the said Grantor has hereunto set its hand and seal this ____ day of _____, 2023.

GRANTOR:

CITY OF PEWAUKEE, a Wisconsin
municipal corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Kelly Tarczewski
Title: City Clerk

STATE OF WISCONSIN)
) SS
_____ COUNTY)

Personally, came before me this ____ day of _____, 2023, the above-named _____ and Kelly Tarczewski, being the _____ and the City Clerk of the City of Pewaukee respectively, to me known to be such officers and acknowledged that they executed the foregoing instrument in such capacity on behalf of the City of Pewaukee.

(NOTARY SEAL)

Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

Grantor Signature Page to Easement

QB\84378431-584378431.7

SHP VI WSLG PEWAUKEE JV LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

Personally came before me this ____ day of _____, 2023, the above named _____ as _____ of SHP VI Pewaukee Investor LLC, a Delaware limited liability company, the managing member of SHP VI WSLG Pewaukee JV LLC, a Delaware limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said limited liability company.

Print Name: _____
Notary Public, State of _____
My Commission expires: _____

Grantee Signature Page to Easement

EXHIBIT A
RIGHT OF WAY LEGAL DESCRIPTION
[Insert]

Exhibit A-1

QB#4378431-584378431.7

EXHIBIT B

DEPICTION OF THE IMPROVEMENTS

[Attached]

Exhibit B-1

QB#4378431-584378431.7

RESOLUTION NO. 23-10-17

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS
THE WATERS DEVELOPMENT**

WHEREAS, SHP VI WSLG PEWAUKEE JV LLC., a Delaware limited liability company, and the City of Pewaukee, entered into a Developer's Agreement dated May 3, 2021 on file in the City Clerk's office, to govern the development of a parcel of real property owned by SHP VI WSLG PEWAUKEE JV LLC., containing approximately 21.3223 acres for elderly or assisted living housing units use more particularly described in Exhibit A and incorporated herein, referred to in said Agreement and herein as the "Property;" and

WHEREAS, the Agreement provides that SHP VI WSLG PEWAUKEE JV LLC would construct and install the necessary sanitary_sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control within the Property; and,

WHEREAS, the public improvements have been completed and dedicated by SHP VI WSLG PEWAUKEE JV LLC to the City for the Waters; and,

WHEREAS, the public improvements have been inspected by the City Engineer who has approved the same;

NOW, THEREFORE, BE IT RESOLVED that the City of Pewaukee Common Council accepts the public improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee.

This resolution shall be effective upon publication or posting as provided by law.

Dated this 16th day of October 2023

CITY OF PEWAUKEE

Steve Bierce, Mayor

Attest:

Kelly Tarczewski, Clerk

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 7.**

DATE: October 16, 2023

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding the Annual Paving Assessment Cap Adjustment and Policy [Wagner]

BACKGROUND:

The City has a long standing policy to recover the costs to pave streets through special assessments to the properties that abut the street paving. The City also has a policy of limiting the maximum amount of the special assessment for residential properties; non-residential properties are required to pay the full share of the special assessment. Each year the residential paving assessment is adjusted for inflation based on a construction cost index published in the December issue of the magazine American City and County.

In the past, the December adjustment is delayed in being published, sometimes as late as February which means we are unable to adopt our new rate until then.

As we are looking to get the best price on our road projects due to the increasing costs, we are now bidding work the year before construction will occur. For example, we are bidding Meadowbrook Farms Phase 4 now, but construction will not occur until late Spring/Summer of 2024. Since we have the assessment policy, we need to be able to adjust our assessment cap earlier to accommodate earlier public hearings on the rates. Another option would be to use the year in which the project was bid as the capped rate rather than the construction year.

Staff is recommending we revise our assessment policy to reflect changing the construction cost index utilized for the adjustment to an earlier month. I am recommending utilizing the August Construction Cost Index.

In addition, the policy needs to be updated to reflect current assessment policies related to the storm assessments. This policy has not been updated since we adopted the storm water utility.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council direct staff to draft a new resolution with the assessment policy revisions to the paving cap adjustment and update the policy to reflect current assessment practices.

ATTACHMENTS:

Description

RESOLUTION 06-02-1**ESTABLISHMENT OF A POLICY FOR THE
SPECIAL ASSESSMENT OF STREET
AND STREET RELATED IMPROVEMENTS
IN THE CITY OF PEWAUKEE**

WHEREAS, following over two years of extensive review and study on the advantages and disadvantages of special assessing street, road or highway and related improvements, and the comparison of the long term ramifications of special assessment versus general assessment, the Town Board of the Town of Pewaukee, on September 15, 1986, determined there was a need to establish a policy on the special assessment of streets, roads and related improvements, and established such policy by Resolution #86-7-1; and,

WHEREAS, in promulgating the assessment policy it was determined that traffic from agricultural, single and two-family residential, and open space uses do not place as heavy a burden on streets and related street improvements as do commercial, industrial and institutional uses and, therefore, commercial, industrial and institutional uses should pay for the full resolve of problems brought about by the heavier traffic burden; and,

WHEREAS, in the course of applying the assessment policy over the past two decades, the Town Board of the former Town of Pewaukee, and the Common Council of the successor City of Pewaukee have had occasion to recognize special circumstances where additional or alternative assessment methodology should be utilized so as to assess costs of street and street related improvements in an equitable and fair manner.

NOW, THEREFORE, the Common Council of the City of Pewaukee does hereby amends the former policy and creates and establishes the following additional policy and procedures for the special assessment of streets and street related improvements within the City.

1. **PAVING, REPAVING AND RECONSTRUCTION OF EXISTING STREETS**

All paving, repaving, or reconstruction improvements¹ of existing streets shall be assessed to owners of the abutting property, as follows:

- a. Where the street abuts a lot zoned or used as a single-family or two-family residential property, farm property or upland conservancy property which has direct access to the street, the full cost of the street improvement shall be special assessed to the properties by one of the three following formulae:

- (1) By dividing the full cost of the improvement(s) by the total number of individual parcels, lots or units which have primary

access or potential access to the street, and assessing the quotient, to a maximum of \$1,806, effective January 1, 2006, plus annual adjustment thereafter, per parcel, lot or unit.

- (2) By dividing the full cost of the improvement by the total street front footage of all parcels, lots or units abutting the street improvement and which have primary access or potential access to the street, and assessing each parcel, lot or unit, to a maximum of \$1,806, effective January 1 2006, plus annual adjustment thereafter, per parcel, lot or unit.
- (3) By dividing the full cost of the improvement(s) by the total acreage of all lots or parcels abutting the street or street related improvement and which have primary access or potential access to the street to determine the per-acre cost and then assessing the per-acre cost to each parcel or lot based on lot acreage, to a maximum of \$1,806, effective January 1, 2006, plus annual adjustment thereafter, per parcel or lot.

Formula (1) should ordinarily be used where all or most of the lots or parcels abutting the improvement are approximately the same size such, as in a subdivision.

Formula (2) should ordinarily be used where there is wide variance in the size of the lots or parcels abutting the improvement.

Formula (3) should ordinarily be used in those development situations where lot size and street frontage mix would make the use of the first two alternative formulae unfair or impractical.

A combination of the assessment formulae may be used where warranted to ensure a fair and equitable assessment.

Corner Lots shall only be assessed for the street improvement on the street to which the lot or parcel has primary access. Any and all project costs not required to be paid by the abutting property owners under par. 1.a. shall be placed on the next general tax levy.

The cost of paving, repaving or reconstruction improvements on all streets designated as "through" or arterial streets may be assessed to abutting properties at no more than 50 percent of the full assessment rate and, therefore, on such streets the "full cost" as set forth above shall be reduced to "one-half of full cost".

The maximum payment applicable to single-family or two-family residential properties, farm properties or upland conservancy properties ("special assessment cap") shall be adjusted on an annual basis in accord with the "Construction Cost

Index” as published in the preceding December issue of the *American City and County* magazine.

In the event that street or street related improvements are recommended for any assessment district by City engineering staff, and such improvements are rejected by majority vote of the property owners within the assessment district, such that the Common Council rejects the proposed improvement project, any future assessments relating to the street or street related improvements shall not be limited by the special assessment cap, and the property owners shall bear the full cost of the proposed improvements. Similarly, in the event that sewer, water, storm sewer or other public improvements in conjunction with street or street related improvements are recommended for any assessment district by City engineering staff, and such non-street improvements are rejected by majority vote of the property owners within the assessment district, such that the Common Council rejects the non-street portion of the proposed improvement project, any future assessments relating to the street or street related improvements associated with sewer, water, storm sewer or other public improvements shall not be limited by the special assessment cap, and the property owners shall bear the full cost of such improvements.

- b. Where the street abuts a lot zoned or used as multi-family, commercial, industrial, institutional or governmental property which has direct access to the street, the full cost of the street improvement shall be special assessed to the properties by one of the three following formulae:
 - (1) By dividing the full cost of the improvement by the total number of individual parcels, lots or units which have primary access or potential access to the street, and assessing the quotient to each parcel, lot or unit.
 - (2) By dividing the full cost of the improvement by the total street front footage of all parcels, lots or units abutting the street improvement and which have primary access or potential access to the street, and assessing each parcel, lot or unit owner the result of multiplying the quotient from such division by the abutting footage of each parcel, lot or unit.
 - (3) By dividing the full cost of the improvement(s) by the total acreage of all lots or parcels abutting the street or street related improvement and which have primary access or potential access to the street to determine the per-acre cost and then assessing the per-acre cost to each lot or parcel based on lot acreage.

Formula (1) should ordinarily be used where all or most of the lots or parcels abutting the improvement are approximately the same size, such as in subdivision.

Formula (2) should ordinarily be used where there is wide variance in the size of the lots or parcels abutting the improvement.

Formula (3) should ordinarily be used in those development situations where lot size and street frontage mix would make the use of the first two alternative formulae unfair or impractical.

A combination of the assessment formulae may be used where warranted to ensure a fair and equitable assessment.

Corner lots shall only be assessed for the street improvement on the street to which the parcel, lot or unit has primary access. Any and all project costs not required to be paid by the abutting property owners under par. 1.b. shall be placed on the next general tax levy.

The cost of paving, repaving or reconstruction improvements on all streets designated as “through” or arterial streets may be assessed to abutting properties at no more than 50 percent of the full assessment rate and, therefore, on such streets, “full cost” as set forth above, shall be reduced to “one-half of full cost”.

- c. Where the street abuts floodplain or lowland conservancy property which has direct access to the streets, the full cost of the street improvement shall be special assessed to the properties by one of the three following formulae:
 - (1) By dividing the full cost of the improvement by the total number of individual parcels, lots or units which have primary access or potential access to the street, and assessing the quotient, to a maximum of \$569, effective January 1, 2006, plus annual adjustment thereafter, per parcel, lot or unit.
 - (2) By dividing the full cost of the improvement by the total street front footage of all parcels, lots or units abutting the street improvement and which have primary access or potential access to the street, and assessing each lot or parcel owner the result of multiplying the quotient from such division by the abutting footage of each parcel, lot or unit, to a maximum of \$569, effective January 1, 2006, plus annual adjustment thereafter, per parcel, lot or unit.
 - (3) By dividing the full cost of the improvement(s) by the total acreage of all lots or parcels abutting the street or street related improvement and which have primary access or potential access to the street to determine the per-acre cost and then assessing the per-acre cost to each lot or parcel based on lot acreage to a maximum

of \$569 effective January 1, 2006, plus annual adjustment thereafter, per parcel or lot.

Formula (1) should ordinarily be used where all or most of the lots or parcels abutting the improvement are approximately the same size, such as in subdivision.

Formula (2) should ordinarily be used where there is wide variance in the size of the lots or parcels abutting the improvement.

Formula (3) should ordinarily be used in those development situations where lot size and street frontage mix would make the use of the first two alternative formulae unfair or impractical.

A combination of the assessment formulae may be used where warranted to ensure a fair and equitable assessment.

Corner lots shall only be assessed for the street improvement on the street to which the lot or parcel has primary access. Any and all project costs not required to be paid by the abutting property owners under par. 1.c. shall be placed on the next general tax levy.

The cost of paving, repaving or reconstruction improvements on all streets designated as “through” or arterial streets may be assessed to abutting properties at no more than 50 percent of the full assessment rate and, therefore, on such streets, “full cost” as set forth above, shall be reduced to “one-half of full cost”.

The maximum payment (“special assessment cap”) applicable to floodplain or lowland conservancy properties shall be adjusted on an annual basis in accord with the “Construction Cost Index” as published in the preceding December issue of the *American City and County* magazine.

In the event that street or street related improvements are recommended for any assessment district by City engineering staff, and such improvements are rejected by majority vote of the property owners within the assessment district, such that the Common Council rejects the proposed improvement project, any future assessments relating to the street or street related improvements shall not be limited by the special assessment cap. Similarly, in the event that sewer, water, storm sewer or other public improvements in conjunction with street or street related improvements are recommended for any assessment district by City engineering staff, and such non-street improvements are rejected by majority vote of the property owners within the assessment district, such that the Common Council rejects the non-street portion of the proposed improvement project, any future assessments relating to the street or street related improvements associated with sewer, water, storm sewer or other public improvements shall not be limited by the special assessment cap.

- d. The determination of street frontage shall be made by the Common Council on recommendation of the City staff. Where a parcel fronts on more than one street (such as a corner lot) the owner of that parcel shall be special assessed for those street improvements on the street to which the parcel has primary access. Primary access shall be determined by the staff based on 1)-Location of the Driveway and/or 2)-Address and/or 3)-Principle building frontage.

2. CONSTRUCTION OR RECONSTRUCTION OF CURB-AND-GUTTER

All construction or reconstruction of curb-and-gutter within the right-of-way of existing City streets of any classification shall be assessed to the owners of the abutting properties in the same manner, and using the same applicable formula as set forth for paving, repaving or reconstruction of streets in 1, above. Special assessment for curb-and-gutter will be in addition to any other special assessment.

3. CONSTRUCTION OR RECONSTRUCTION OF STORM SEWERS, STORM DITCHES AND RELATED FACILITIES

The full cost of storm sewer or ditch construction or reconstruction shall be assessed to each lot or parcel or unit within the drainage basin served by such facility based on the calculations of the area proportion of each lot or parcel to the entire drainage basin. Special assessment for storm sewer and storm ditches will be in addition to any other special assessment. The City will bear the calculated proportional cost for all lands within the drainage basin lying outside the City boundaries and such cost shall be placed on the next general tax levy. In addition, project costs will include driveway and access culverts as a necessary part of the storm drainage system.

4. CONSTRUCTION OR RECONSTRUCTION OF STREETS AND STREET RELATED IMPROVEMENTS ADJACENT TO A NEW DEVELOPMENT

The Common Council may require that the developer or owner of land under development in or adjacent to the City upgrade, expand, reconstruct or repave existing streets or street related improvements in the City which are outside but adjacent to the development parcel in order to accommodate or alleviate additional traffic, heavier vehicles, storm drainage or safety concerns. In such case, the costs of such improvements shall be specially assessed to the developer or owner of the parcel(s) under development.

5. ASSESSMENT OF STREET AND STREET RELATED IMPROVEMENTS TO FUTURE URBAN DEVELOPMENT

When street and street related improvements have been made and special assessed to large parcels of land where such special assessment does not include the entire actual cost of the improvement due to the provision for the maximum cost as set

forth in 1-a and 1-c, above, and the land is developed for urban land use purposes within five (5) years from the completion of the project, the City will assess, to the developer or owner of the lands being developed, those costs for such project improvement which were previously paid as a part of the general tax levy and which are attributable to the abutting property.

6. **IMPROVEMENT COSTS ON NEWLY DEVELOPED STREETS**

The developer/owner of any new development within the City shall pay the full cost of all street and other improvements within the proposed public right-of-way of any abutting street as set forth in other City ordinances and resolutions.

7. **WORK DURING LIFE EXPECTANCY OF STREETS**

Streets in the City of Pewaukee are designed and constructed so as to have a functional life of 20 years. In the event any street within the City is repaved or replaced due to poor workmanship, or the installation of sewer or water improvements that were not available to the assessment district at the time of the earlier street or street related improvements, the assessment for the work performed during the life-expectancy of the street shall be reduced in accordance with the following formula:

$$\begin{aligned} \text{original assessment} \times \frac{[\text{year of new work} - \text{year of original work}]}{20 \text{ years}} &= \text{credit} \\ \text{assessment for new work} - \text{credit} &= \text{amount of new assessment} \end{aligned}$$

The credit shall not be applied in instances where the special assessment cap has been lifted through rejection of proposed improvements in accordance with the provisions of paragraphs 1.a. and 1.c.

8. **THIS POLICY UNRELATED TO OTHER ASSESSMENT POLICY**

This policy is intended to be the policy for public street and street related improvements as enumerated herein and in no way is to be construed as a substitute or abrogation for other improvement policies not addressed in this policy.

9. **ASSESSMENT POLICY NOT EXCLUSIVE**

The Common Council recognizes that unique situations may arise that may not be contemplated under this policy. In such circumstances, the Common Council is authorized by law to levy special assessments for street and street related improvements upon any reasonable basis.

10. **SEVERABILITY**

The several sections of this Resolution shall be declared to be severable. If any section shall be declared invalid by decision of a court of competent jurisdiction, such decision shall not affect the validity of the other provisions of this Resolution.

DATED THIS 20th DAY OF FEBRUARY, 2006.



CITY OF PEWAUKEE



SCOTT KLEIN, MAYOR



KELLY DEMOTTO, CLERK

¹ * Does not include utility, storm sewer or curb and gutter improvements.

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM 8.**

DATE: October 16, 2023

DEPARTMENT: PW - Engineering

PROVIDED BY: Magdelene Wagner

SUBJECT:

Discussion and Possible Action Regarding Signals at Lindsay Road and Pewaukee Road (STH 164) [Wagner]

BACKGROUND:

This was previously discussed at the September 5, 2023 Common Council meeting. Staff was directed to request the Village participate in the request and payment for the WisDOT to install signals at the intersection of Lindsay Road and Pewaukee Road (STH 164).

The administrator and I attended the Village meeting to request participation on this project. The Village was supportive of this effort, but wanted to know costs and what the City was proposing.

The City contacted the WisDOT to request the agreement required to install signals at the intersection. They provided the attached letter agreement and estimated the cost at \$350,000.

The City contacted our attorney to draft an intermunicipal agreement which would support the installation of signals at the intersection and outlines the responsibility of each community. Please see the attached draft agreement.

FINANCIAL IMPACT:

RECOMMENDED MOTION:

Council approve moving forward with the Intergovernmental Agreement at a proposed share percentage and revise WisDOT agreement to both the Village and City.

ATTACHMENTS:

Description

WisDOT Letter Agreement

Draft Intergovernmental Agreement

October 5, 2023

Mark Wilfert, P.E.
Wisconsin Department of Transportation
SE Region
141 NW Barstow Street
Waukesha, WI 53187

Subject: 2370-00-05 (Design) | 2370-00-75 (Construction)
WIS 164 – Swan Road to North County Line

We would like to request that the Wisconsin Department of Transportation incorporate construction work on the behalf of the city of Pewaukee into the contract documents for the above noted construction project.

Specifically, the work we would like to incorporate in the contract document is installation of a new traffic signal at the intersection of WIS 164 and Lindsay Road. The estimated cost for this work is \$350,000. Please note that this cost includes the cost of construction delivery.

We understand that this work will be incorporated into the contract as a non-participating item and that the actual cost based of the bid, shall be the responsibility of the city of Pewaukee. We further understand that we will be billed as work progresses, for all work associated with this item, including installation, labor, materials and DOT oversight performed on our behalf under the DOT construction contract, and agree to pay as invoices are received.

Sincerely,

Magdelene Wagner, P.E.
Director of Public Works/City Engineer

Cc: Roslin Burns, SE Region Planning

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEWAUKEE AND VILLAGE OF PEWAUKEE CONCERNING
TRAFFIC SIGNALIZATION**

This Intergovernmental Agreement is made between the **CITY OF PEWAUKEE**, a municipal entity located in Waukesha County ("City"), and the **VILLAGE OF PEWAUKEE**, a municipal entity located in Waukesha County ("Village"), under §66.0301, Wis. Stats.

WHEREAS, the City and Village have traffic safety concerns related to the intersection of Pewaukee Road (STH 164) and Lindsay Road (the "Intersection") located within the Village but traversed regularly by residents of the City; and

WHEREAS, based upon these safety concerns, the Village and the City have determined it in their respective best interests and in the general interest of public safety that traffic control signalization be installed to regulate traffic at the intersection; and

WHEREAS, the Village has entered into an agreement with State of Wisconsin establishing the terms and conditions for the installation of the traffic control signalization as a non-participating item in their design and construction project; and

Commented [MW1]: City and Village?

WHEREAS, the Village would not bear the sole cost of the installation of the traffic control signalization without City support; and

WHEREAS, the City has agreed to share the costs of the installation of the traffic control signalization at the Intersection.

NOW, THEREFORE, the City and the Village agree:

3. **PROJECT DESIGN, ~~AND BID~~ AND CONSTRUCTION.**
 - a. The Village shall ~~prepare and assemble the Traffic Control Signalization Project documents, specifications and bid packets~~ execute the letter agreement with the WisDOT to install signals as a non-participating item in WisDOT's current design and construction project (2370-00-05 and 2370-00-75).
 - b. The City shall pay ____% of the ~~costs for design, contract preparation and bidding~~ non-participating item in the WisDOT project 2370-00-05 and 2370-00-75.
 - c. ~~The Village shall cause the Traffic Control Signalization Project to be put out to public bid.~~
 - d. ~~The Village will issue the contract for the Road Maintenance for the Traffic Control Signalization Project, subject to necessary approvals specified herein.~~
2. **RESPONSIBILITIES OF THE PARTIES.**

- a. No Traffic Control Signalization Project ~~construction contract~~non-participating item agreement ("Contract") shall be entered unless it is approved by both the City Common Council and the Village Board. ~~The Contract, and any subcontract(s) on the Project, shall provide that both the City and the Village are protected by the indemnification, insurance, warranties, bonds, and other contractual protections of the Traffic Control Signalization Project contract, and both the City and the Village shall be named as additional insureds on all Traffic Control Signalization Project related contracts.~~
- b. The Village shall monitor and enforce the terms of the ~~contract~~agreement, ~~including pursuing enforcement actions as needed.~~
- c. The Village shall be responsible for ____ % of the Traffic Control Signalization Project costs. The City shall be responsible for ____ % of the Traffic Control Signalization Project costs.
- d. The Village will bill the City for ~~Village-WisDOT~~ expenses periodically as expenses are incurred, which shall not exceed once per month. Each invoice from the Village shall include copies of invoices received from ~~the contractor~~WisDOT for the expenses. The Village will not pay expenses until they are approved by the City, to ensure that both municipalities agree with the ~~contractors'~~WisDOT charges before they are paid. However, if the City disputes a charge that the Village believes to be a valid charge, the Village may pay the disputed charge, and seek reimbursement under the Arbitration provision of this Agreement.
- e. Upon receipt of each ~~contractor's~~WisDOT payment request the City shall delegate the review of such payment requests to the City Engineer. The City Engineer shall review such payment requests and notify the Village within ten (10) days of receipt whether the invoices are approved or rejected, and if rejected shall state the basis for rejection.
- f. The ~~City-Village~~ shall reimburse the City for their portion of expenses, within 30 days of receipt of an invoice from the City. If the Village disputes any such invoice, the Village must provide notice of such dispute to the City as soon as possible and no later than within thirty (30) days of receipt of an invoice therefor.

3. **DUTY TO COOPERATE.** Each party shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sounds economical and efficient manner, under this Agreement and all applicable laws.

4. **DURATION.** This agreement shall be in effect until the terms of the construction contract are complete including final payment and warranty period.

5. **NO WAIVER.** In no event shall making any payment or acceptance of any service required by this Agreement constitute or be construed as a waiver by either party of any breach of the covenants of this Agreement or a waiver of any default of the other party, and making any such payment or acceptance of any such service by the conforming party while any such default or breach

by the other party shall exist shall in no way impair or prejudice the right of the conforming party regarding recovery of damages or other remedy because of such breach or default.

6. **SEVERABILITY.** The provisions of this Agreement are declared to be severable and the findings of any court that any particular clause or clauses is or are unlawful or unenforceable shall not operate to invalidate the remainder of this Agreement and the same shall continue in effect unless modified by the parties.

7. **NO THIRD-PARTY RIGHTS.** This is an Agreement between the parties, and nothing herein creates any rights in any third person.

8. **LIABILITY.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. The parties do not intend to impose liability beyond that imposed by state statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement. Nothing within this paragraph or contract is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. If indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution an amount greater than the limits of liability for municipal claims established by Wisconsin law.

9. **COMPLIANCE.** Each party warrants for itself that it has complied with all statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

10. **ARBITRATION.** If any disputes arise between the City and the Village under to this Agreement, the dispute will be resolved by binding arbitration in accord with Chapter 788 Wis. stats.

11. **ENTIRE AGREEMENT AND AMENDMENTS.** The entire Agreement of the parties is contained herein and this Agreement supersedes any oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree this Agreement shall not be amended by any fashion except in writing, executed by the parties.

This Agreement shall take effect upon passage and posting as provided by law.

Signature Pages to Follow

Passed and approved this _____ day of _____ 20__

CITY OF PEWAUKEE, WISCONSIN

By: _____

ATTEST:

Passed and approved this _____ day of _____ 20__

VILLAGE OF PEWAUKEE, WISCONSIN

By: _____

ATTEST:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM •**

DATE: October 16, 2023

DEPARTMENT: Planning

PROVIDED BY:

SUBJECT:

Confer with Legal Counsel who is rendering oral or written advice concerning strategy to be adopted with respect to litigation in which it is likely to become involved as authorized under §19.85(1)(g), Stats. Specifically to be discussed is threatened litigation involving a proposed Conditional Use Permit applied for by Quattro Development, LLC

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION:

**CITY OF PEWAUKEE
COMMON COUNCIL AGENDA ITEM •**

DATE: October 16, 2023

DEPARTMENT: Fire Department

PROVIDED BY:

SUBJECT:

§19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically related to providing Fire Services to the Village of Lisbon.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDED MOTION: