



**City of Neenah  
Board of Public Works Agenda  
July 30, 2019 12:00 p.m.  
Neenah City Hall  
Hauser Room**

**NOTICE IS HEREBY GIVEN**, pursuant to the requirements of Wis. Stats. Sec. 19.84, that a majority of the Neenah Common Council may be present at this meeting. Common Council members may be present to gather information about a subject over which they have decision-making responsibility. This may constitute a meeting of the Neenah Common Council and must be noticed as such. The Council will not take any formal action at this meeting.

- I. Approval of the minutes of the July 9, 2019 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
  - A. Public Works
    1. Pay Estimate No. 4 for Contract 1-19 Miscellaneous Sewer and Water Main Construction and Street Construction on Caroline Street, Stevens Street, and Fifth Street to Carl Bowers & Sons Construction Co., Inc., Kaukauna, WI, in the amount of \$348,562.79
    2. Pay Estimate No. 4 for Contract 2-19 Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court, Thomas Court to Robert J. Immel Excavating, Inc., Greenville, WI, in the amount of \$72,094.54
    3. Pay Estimate No. 1 for Contract 4-19 Concrete Pavement and Sidewalk Repair to Sommers Construction Company Inc., Shiocton, WI, in the amount of \$237,895.69
    4. Pay Estimate No. 1 for Contract 5-19 HMA Pavement Repair to MCC, Inc., Appleton, WI, in the amount of \$36,251.54
    5. Final Payment No. 2 for Contract 1-18 Miscellaneous Sewer and Water Main Construction and Street Construction on Andrew Avenue, Richard Avenue, Geiger Street, and Whiting Court to David Tenor Corporation, Green Bay, WI, in the amount of \$21,461.37
    6. Kaiser Memo - Contract and Account Summary
  - B. Park & Recreation
    1. Pay Request No. 6 for Contract Washington Park Phase 3 to R & R Wash, Ripon, WI, in the amount of \$223,129.62
  - C. Community Development
    1. Development Agreement for Cardinal Plat Subdivision
- V. Any announcements/questions for the Board.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Neenah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance, or reasonable accommodation in participating in this meeting or event due to a disability as defined under the ADA, please call the Clerk's Office (920) 886-6100 or the **City's ADA Coordinator at (920) 886-6106 or e-mail [attorney@ci.neenah.wi.us](mailto:attorney@ci.neenah.wi.us)** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Board of Public Works Meeting  
Tuesday, July 9, 2019 – 11:30 a.m.  
Council Chambers**

**MEMBERS PRESENT:** Mayor Kaufert, Director of Public Works Kaiser, Director of Community Development & Assessment Haese, City Attorney Godlewski and Alderperson Bates. Director of Finance Easker and Alderperson Spellman were excused.

**ALSO PRESENT:** City Clerk Sturn, Asst. City Attorney Vanden Heuvel, Director of Parks & Recreation Kading and Water Director Mach.

Chairman Kaufert called the meeting to order at 11:38 a.m.

**MINUTES:** MSC Kaiser/Haese to approve the minutes from the June 25, 2019 Board of Public Works meeting, all voting aye.

**APPEARANCES:** None.

**UNFINISHED BUSINESS:** None.

**NEW BUSINESS:**

**Public Works:**

Final Payment for Contract 3-19: Dir. Kaiser recommended approval of the Final Payment for Contract 3-19 Epoxy Pavement Marking to Brickline, Inc., Madison in the amount of \$54,214.50. This payment includes \$2,261.05 for work on Industrial Drive leaving an Operating Budget impact of \$51,953.45 which is \$214.50 over budget. Other Operating dollars will be found to cover the overage. **MSC Kaiser/Bates to recommend Council approve Final Payment for Contract 3-19 Epoxy Pavement Marking to Brickline, Inc., Madison in the amount of \$54,214.50, all voting aye.**

**Park & Recreation:**

Change Order No. 1 for Washington Park Phase 3: Dir. Kading requested approval of Change Order No. 1 for Washington Park Phase 3 to R&R Wash Materials, Inc., Ripon in the amount of \$4,246.26. This change order is for additional pipe, staking, clean out and hooking up the building downspouts directly to the storm sewer which will eliminate surface drainage over the concrete. **MSC Bates/Kaiser to approve Change Order #1 for Washington Park Phase 3 to R&R Wash Materials, Inc., Ripon in the amount of \$4,246.26, all voting aye.**

Pay Request No. 5 for Washington Park Phase 3: Dir. Kading requested approval of Pay Request No. 4 for Washington Park Phase 3 to R & R Wash Materials, Ripon, WI in the amount of \$73,682.48. The majority of this work is stone, additional underdrain, the splash pad installation and the start of the restoration work. Things are progressing well and are on target for the August 1<sup>st</sup> opening of the splash pad. The splash pad will be tested next week to make sure everything is work correctly. This will give them time to fix anything that would require attention prior to the opening. He fears residents will see the testing and think the splash pad is open.

Asst. City Attorney Vanden Heuvel left the meeting.

City Attorney Godlewski joined the meeting.

**MSC Haese/Kaiser to approve Pay Request No. 5 for Washington Park Phase 3 to R & R Wash Materials, Ripon, WI in the amount of \$73,682.48, all voting aye.**

**Water Utility:**

Pay Estimate No. 6 for Chemical Storage and Feed Modifications Project: Dir. of Water Utility Mach requested approval of Pay Estimate No. 6 for Chemical Storage and Feed Modification Project to August Winter & Sons, Inc. in the amount of \$15,181.00. This includes electrical, instrumentation and all other work to complete the chemical storage and feed mods plus the (-\$1,575) Change Order approved at the last meeting. The balance to finish the project is \$28,850 for the bulk storage tanks. The damaged tank will be delivered and installed by the end of the month. **MSC Haese/Godlewski to approve Pay Estimate No. 6 for Chemical Storage and Feed Modification Project to August Winter & Sons, Inc. in the amount of \$15,181.00, all voting aye.**

**MSC Godlewski/Kaiser to adjourn at 11:52 p.m., all voting aye.**

Respectfully Submitted,



Patricia A. Sturn, WCPC, MMC  
City Clerk

Pay To: Carl Bowers & Sons Const. Co., Inc.  
N1844 Maloney Road  
Kaukauna, WI 54130

Contract No. Contract 1-19 Miscellaneous Sewer and Water Main Construction  
and Street Construction on Caroline Street, Stevens Street, Fifth Street

Water Work Order No: 410, 414, 415

Date: July 26, 2019

Estimate No. 4

Account Description	Account #	Payment	Contract Breakdown	Budget	Change Orders	Pd to Date
Sanitary - Caroline (Union to Van)	046-5081-743-0236	\$15,360.00	\$94,000.00	\$100,000		\$80,264.76
Water Main - Caroline (Union to Van)	400-0000-207-0410		\$117,488.00	\$80,900		\$93,280.50
Storm - Miscellaneous Repairs	049-5203-743-0236		\$93,000.00	\$123,000		\$89,658.99
Street - Caroline (Union to Van)	012-4394-743-0236	\$135,241.63	\$145,000.00	\$185,000		\$4,765.36
Sanitary - Stevens (Congress to Doty)	046-5082-743-0236		\$109,000.00	\$100,000		\$128,402.00
Water Main - Stevens (Congress to Doty)	400-0000-207-0414		\$140,000.00	\$94,400		\$88,753.75
Storm - Miscellaneous Repairs	049-5203-743-0236		\$52,000.00	\$135,000		\$62,007.52
Street - Stevens (Congress to Doty)	012-4398-743-0236	\$121,810.63	\$145,000.00	\$180,000		\$5,295.58
Sanitary - Miscellaneous Repairs	046-5001-743-0236		\$45,320.00	\$45,320		\$78,116.75
Water Main - 5th (Clark to Lincoln)	400-0000-207-0415		\$117,487.00	\$86,600		\$122,342.50
Storm - Miscellaneous Repairs	049-5203-743-0236		\$75,130.00	\$116,975		\$60,895.43
Street - 5th (Clark to Lincoln)	012-4301-743-0236	\$76,150.53	\$66,104.00	\$65,000		\$3,889.63
<b>TOTAL</b>		<b>\$348,562.79</b>	<b>\$1,199,529.00</b>	<b>\$1,312,195</b>	<b>\$0</b>	<b>\$817,672.77</b>

Prepared by Public Works Department July 26, 2019 *jl*

Approved by Public Works Department July 26, 2019 *[Signature]*

Approved by Board of Public Works July 30, 2019

Approved by Common Council N/A  
 (final payments only)

Approved by Water Commission N/A  
 (final payments only)

Sent to Finance July 30, 2019

Number of Attachments 2

City of Neenah  
 Public Works Department  
 Contract Payment Form

The following is Estimate No. 4 for Contract 1-19, Miscellaneous Sewer and Water Main Construction and Street Construction on Fifth Street, Stevens Street and Caroline Street to Carl Bowers & Sons Construction Co., N1844 Maloney Road, Kaukauna, WI 54130

DESCRIPTION	Unit Price	Original Bid		Estimate No. 3		Estimate No. 4	
		Quantity	Total	Quantity	Total	Quantity	Total
<b>Part 1 Fifth St. / Stevens St. / Caroline St.</b>							
<b>A. Sanitary Sewer</b>							
1. Furnish and relay 15-inch PVC sanitary sewer	\$90.00	40 Lin. Ft.	\$3,600.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
2. Furnish and relay 12-inch PVC sanitary sewer	\$89.00	30 Lin. Ft.	\$2,670.00	32 Lin. Ft.	\$2,848.00	32 Lin. Ft.	\$2,848.00
3. Furnish and relay 10-inch PVC sanitary sewer	\$71.00	750 Lin. Ft.	\$53,250.00	764 Lin. Ft.	\$54,244.00	764 Lin. Ft.	\$54,244.00
4. Furnish and relay 8-inch PVC sanitary sewer	\$70.00	845 Lin. Ft.	\$59,150.00	848 Lin. Ft.	\$59,360.00	848 Lin. Ft.	\$59,360.00
5. Furnish and relay 6 inch sanitary lateral in ROW (51)	\$52.00	1,400 Lin. Ft.	\$72,800.00	1,215 Lin. Ft.	\$63,180.00	1,215 Lin. Ft.	\$63,180.00
6. Furnish and relay 6 inch sanitary lateral ROW to house	\$50.00	100 Lin. Ft.	\$5,000.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
7. Furnish and pipeburst sanitary lateral	\$15.00	400 Lin. Ft.	\$6,000.00	1,647 Lin. Ft.	\$24,705.00	1,831 Lin. Ft.	\$27,465.00
8. Reconnect sanitary lateral at foundation - pipeburst	\$1,600.00	2 Each	\$3,200.00	4 Each	\$6,400.00	4 Each	\$6,400.00
9. Reconnect under basement floor - pipeburst	\$2,100.00	13 Each	\$27,300.00	34 Each	\$71,400.00	40 Each	\$84,000.00
10. Reconnect lateral to wye at main	\$300.00	3 Each	\$900.00	3 Each	\$900.00	3 Each	\$900.00
11. Furnish and install Standard manhole (3)	\$300.00	30 Ver. Ft.	\$9,000.00	30 Ver. Ft.	\$8,940.00	30 Ver. Ft.	\$8,940.00
12. Remove sanitary manhole	\$300.00	6 Each	\$1,800.00	4 Each	\$1,200.00	4 Each	\$1,200.00
13. Adjust sanitary manhole (with slurry backfill)	\$300.00	6 Each	\$1,800.00	0 Each	\$0.00	0 Each	\$0.00
14. Clean and Televiser Sewer (Sanitary only)	\$1,850.00	1 Lump Sum	\$1,850.00	1 Lump Sum	\$1,850.00	1 Lump Sum	\$1,850.00
<b>Part 1.A. Sanitary Sewer Total</b>			<b>\$248,320.00</b>		<b>\$295,027.00</b>		<b>\$310,387.00</b>
<b>B. Water Main</b>							
1. Furnish & install 16-inch PVC C-900 main	\$230.00	85 Lin. Ft.	\$19,550.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
2. Furnish & install 12-inch PVC C-900 main	\$225.00	95 Lin. Ft.	\$21,375.00	137 Lin. Ft.	\$30,825.00	137 Lin. Ft.	\$30,825.00
3. Furnish & install 8-inch PVC C-900 main	\$60.00	2,465 Lin. Ft.	\$147,900.00	2,543 Lin. Ft.	\$152,550.00	2,543 Lin. Ft.	\$152,550.00
4. Furnish & install horizontal 16-inch valve w/ box	\$8,400.00	1 Each	\$8,400.00	0 Each	\$0.00	0 Each	\$0.00
5. Furnish & install horizontal 12-inch valve w/ box	\$2,800.00	3 Each	\$8,400.00	4 Each	\$11,200.00	4 Each	\$11,200.00
6. Furnish & install 8-inch valve w/ box	\$1,700.00	10 Each	\$17,000.00	8 Each	\$13,600.00	8 Each	\$13,600.00
7. Furnish & install 8-inch tapping sleeve and valve w/ box	\$4,000.00	1 Each	\$4,000.00	0 Each	\$0.00	0 Each	\$0.00
8. Furnish & install 1-inch long side service	\$2,125.00	20 Each	\$42,500.00	20 Each	\$42,500.00	20 Each	\$42,500.00
9. Furnish & install 1-inch short side service	\$1,200.00	28 Each	\$33,600.00	21 Each	\$25,200.00	21 Each	\$25,200.00
10. Furnish & install 1-inch service from ROW to house by excavation	\$40.00	25 Lin. Ft.	\$1,000.00	23 Lin. Ft.	\$920.00	23 Lin. Ft.	\$920.00
11. Furnish & install 1-inch service from ROW to house by excavation in same trench as san. lateral	\$30.00	25 Lin. Ft.	\$750.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
12. Furnish & install 1-inch service from ROW to house by pulling w/ sanitary sewer pipeburst	\$12.00	400 Lin. Ft.	\$4,800.00	709 Lin. Ft.	\$8,508.00	709 Lin. Ft.	\$8,508.00
13. Furnish & install 1-inch service from ROW to house by pulling	\$40.00	25 Lin. Ft.	\$1,000.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
14. Water service connection to structure	\$350.00	15 Each	\$5,250.00	17	\$5,950.00	17	\$5,950.00
15. Furnish & install hydrant, lead and valve	\$5,400.00	8 Each	\$43,200.00	5 Each	\$27,000.00	5 Each	\$27,000.00
16. Abandon hydrant	\$300.00	5 Each	\$1,500.00	2 Each	\$600.00	2 Each	\$600.00
17. Abandon Valve manhole	\$400.00	2 Each	\$800.00	0 Each	\$0.00	0 Each	\$0.00
18. Abandon Valve Box	\$150.00	8 Each	\$1,200.00	0 Each	\$0.00	0 Each	\$0.00
<b>Part 1.B. Water Main Total</b>			<b>\$374,975.00</b>		<b>\$318,853.00</b>		<b>\$318,853.00</b>
<b>C. Storm Sewer</b>							
1. Furnish and relay 24-inch storm sewer	\$60.00	375 Lin. Ft.	\$22,500.00	367 Lin. Ft.	\$22,020.00	367 Lin. Ft.	\$22,020.00
2. Furnish and relay 21-inch storm sewer	\$60.00	385 Lin. Ft.	\$23,100.00	386 Lin. Ft.	\$23,160.00	386 Lin. Ft.	\$23,160.00
3. Furnish and relay 15-inch storm sewer	\$46.00	50 Lin. Ft.	\$2,300.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
4. Furnish and relay 12-inch storm sewer	\$44.00	910 Lin. Ft.	\$40,040.00	913 Lin. Ft.	\$40,172.00	913 Lin. Ft.	\$40,172.00
5. Furnish and relay 10-inch storm sewer	\$43.00	1,230 Lin. Ft.	\$52,890.00	1,214 Lin. Ft.	\$52,202.00	1,214 Lin. Ft.	\$52,202.00
6. Furnish and install 4-inch storm sewer lateral	\$38.00	925 Lin. Ft.	\$35,150.00	1,034 Lin. Ft.	\$39,292.00	1,034 Lin. Ft.	\$39,292.00
7. Furnish and install storm manhole (10)	\$300.00	55 Ver. Ft.	\$16,500.00	55 Ver. Ft.	\$16,440.00	55 Ver. Ft.	\$16,440.00
8. Furnish and install catch basin	\$1,400.00	13 Each	\$18,200.00	13 Each	\$18,200.00	13 Each	\$18,200.00
9. Remove Storm Manhole	\$200.00	11 Each	\$2,200.00	9 Each	\$1,800.00	9 Each	\$1,800.00
10. Remove Storm catch basin	\$150.00	9 Each	\$1,350.00	11 Each	\$1,650.00	11 Each	\$1,650.00
11. Adjust storm manhole (w/ slurry backfill)	\$450.00	1 Each	\$450.00	0 Each	\$0.00	0 Each	\$0.00
12. Adjust storm catch basin	\$300.00	6 Each	\$1,800.00	0 Each	\$0.00	0 Each	\$0.00
13. Install and Maintain Type "D" Inlet Protection	\$90.00	20 Each	\$1,800.00	9 Each	\$810.00	9 Each	\$810.00
14. Clean and Televiser Sewer (Storm only)	\$1,850.00	1 Lump Sum	\$1,850.00	2 Lump Sum	\$3,700.00	2 Lump Sum	\$3,700.00
<b>Part 1.C. Storm Sewer Total</b>			<b>\$220,130.00</b>		<b>\$219,446.00</b>		<b>\$219,446.00</b>

DESCRIPTION	Unit Price	Original Bid		Estimate No. 3		Estimate No. 4	
		Quantity	Total	Quantity	Total	Quantity	Total
<b>D. Street (HMA Pavement)</b>							
1. Remove existing pavement and maintain utility trench	\$1.00	9,000 Lin. Ft.	\$9,000.00	6,835 Lin. Ft.	\$6,835.00	6,835 Lin. Ft.	\$6,835.00
2. Sawcut existing bituminous pavement	\$2.00	700 Lin. Ft.	\$1,400.00	0 Lin. Ft.	\$0.00	632 Lin. Ft.	\$1,264.00
3. Remove existing bituminous pavement	\$1.20	8,750 Sq. Yd.	\$10,500.00	0 Sq. Yd.	\$0.00	8,000 Sq. Yd.	\$9,600.00
4. Remove concrete curb and gutter	\$2.25	3,600 Lin. Ft.	\$8,100.00	0 Lin. Ft.	\$0.00	3,542 Lin. Ft.	\$7,968.83
5. Remove concrete sidewalk/driveway apron	\$0.60	8,000 Sq. Ft.	\$4,800.00	0 Sq. Ft.	\$0.00	9,533 Sq. Ft.	\$5,719.99
6. Unclassified Excavation	\$10.00	3,500 Cu. Yd.	\$35,000.00	0 Cu. Yd.	\$0.00	3,360 Cu. Yd.	\$33,600.00
7. Furnish and install geogrid (Stevens & Caroline)	\$2.80	5,500 Sq. Yd.	\$15,400.00	0 Sq. Yd.	\$0.00	6,067 Sq. Yd.	\$16,987.60
8. Furnish and install crushed aggregate base	\$11.00	2,500 Ton	\$27,500.00	0 Ton	\$0.00	3,474 Ton	\$38,218.84
9. Furnish and install 30-inch concrete curb and gutter (various loca	\$25.20	500 Lin. Ft.	\$12,600.00	0 Lin. Ft.	\$0.00	322 Lin. Ft.	\$8,101.80
10. Furnish and install 30-inch concrete curb and gutter (continuous)	\$12.55	3,100 Lin. Ft.	\$38,905.00	0 Lin. Ft.	\$0.00	3,220 Lin. Ft.	\$40,413.51
11. Furnish and install 4-inch concrete sidewalk	\$4.85	3,000 Sq. Ft.	\$14,550.00	0 Sq. Ft.	\$0.00	4,122 Sq. Ft.	\$19,989.28
12. Furnish and install 6-inch concrete sidewalk/driveway apron	\$5.50	5,000 Sq. Ft.	\$27,500.00	0 Sq. Ft.	\$0.00	5,412 Sq. Ft.	\$29,764.96
13. Fine grading and base preparation	\$0.50	2,750 Sq. Yd.	\$1,375.00	0 Sq. Yd.	\$0.00	2,900 Sq. Yd.	\$1,450.00
14. Furnish and install HMA Pavement	\$73.00	1,650 Ton	\$120,450.00	0 Ton	\$0.00	1,400 Ton	\$102,200.00
15. Furnish and install 1/2-inch rods	\$1.00	600 Lin. Ft.	\$600.00	0 Lin. Ft.	\$0.00	560 Lin. Ft.	\$560.00
16. Install detectable warning fields (supplied by City)	\$42.00	22 Each	\$924.00	0 Each	\$0.00	22 Each	\$924.00
17. Terracing, fertilize, seed & hydromulch	\$8.00	2,500 Sq. Yd.	\$20,000.00	0 Sq. Yd.	\$0.00	2,055 Sq. Yd.	\$16,440.00
18. Install and Maintain Traffic Control	\$7,500.00	1 Lump Sum	\$7,500.00	1 Lump Sum	\$7,500.00	1 Lump Sum	\$7,500.00
Part 1.D. Street Total			\$356,104.00		\$14,335.00		\$347,537.79
<b>TOTAL</b>			<b>\$1,199,529.00</b>		<b>\$847,661.00</b>		<b>\$1,196,223.79</b>

NOTE (1): Retainage set per Wis. Statute 66.0901(9).

Retainage is 5% of the estimate until 50% of the work is completed.

At 50% completion, no additional amounts are retained.

For Final Estimates, there is no retainage.

C.O. 1	Work to date	\$847,661.00	Work to date	\$1,196,223.79
C.O. 2	Retainage <sup>1</sup>	\$29,988.23	Retainage <sup>1</sup>	\$29,988.23
C.O. 3	Due Contractor	\$817,672.77	Due Contractor	\$1,166,235.56
	Previously paid	\$709,194.78	Previously paid	\$817,672.77
	Due this estimate	\$108,477.99	Due this estimate	\$348,562.79

Respectfully submitted,



Gerry Kaiser, PE  
Director of Public Works

Pay To: Robert J. Immel Excavating, Inc.  
PO Box 135  
Greenville, WI 54942


Contract No. Contract 2-19 Miscellaneous Sewer and Water Main Construction  
and Street Construction on Stanley Street, Stanley Court, Thomas Court

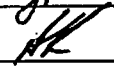
Water Work Order No: 411, 412, 413

Date: July 26, 2019

Estimate No. 4

Account Description	Account #	Payment	Contract Breakdown	Budget	Change Orders	Pd to Date
Sanitary - Miscellaneous Repairs	046-5001-743-0236	\$23,296.36	\$15,525.00	\$15,525		\$0.00
Water Main - Stanley Court	400-0000-207-0411		\$237,642.00	\$196,400		\$164,744.25
Storm - Miscellaneous Repairs	049-5203-743-0236		\$75,000.00	\$75,000		\$60,402.90
Street - Stanley Court	012-4395-743-0236		\$275,000.00	\$475,000		\$2,166.00
Sanitary - Miscellaneous Repairs	046-5001-743-0236	\$26,482.20	\$20,000.00	\$20,000		\$3,823.75
Water Main - Thomas Court	400-0000-207-0412		\$237,643.00	\$196,400		\$202,426.00
Storm - Miscellaneous Repairs	049-5203-743-0236		\$46,000.00	\$46,000		\$41,608.58
Street - Thomas Court	012-4396-743-0236		\$275,000.00	\$475,000		\$1,535.20
Sanitary - Miscellaneous Repairs	046-5001-743-0236	\$2,603.48	\$10,000.00	\$10,000		\$0.00
Water Main - Stanley St (Marathon to Commercial)	400-0000-207-0413		\$160,000.00	\$138,600		\$124,212.50
Storm - Miscellaneous Repairs	049-5203-743-0236	\$19,712.50	\$38,690.00	\$38,690		\$10,136.98
Street - Stanley St (Marathon to Commercial)	012-4397-743-0236		\$187,970.50	\$150,000		\$1,377.50
<b>TOTAL</b>		<b>\$72,094.54</b>	<b>\$1,678,470.50</b>	<b>\$1,836,616</b>	<b>\$0</b>	<b>\$612,433.66</b>

Prepared by July 26, 2019 

Approved by Public Works Department July 26, 2019 

Approved by Board of Public Works July 30, 2019

Approved by Common Council N/A  
 (final payments only)

Approved by Water Commission N/A  
 (final payments only)

Sent to Finance July 30, 2019

Number of Attachments 2

City of Neenah  
 Public Works Department  
 Contract Payment Form

The following is Estimate No. 4 for Contract 2-19, Miscellaneous Sewer and Water Main Construction and Street Construction on Stanley Street, Stanley Court and Thomas Court to Robert J. Immel Excavating, Inc., PO Box 135, Greenville, WI 54942

DESCRIPTION	Unit Price	Original Bid		Estimate No. 3		Estimate No. 4	
		Quantity	Total	Quantity	Total	Quantity	Total
<b>Part 1 -Sanley Ct. / Stanley St. / Thomas Ct.</b>							
<b>A. Sanitary Sewer</b>							
1. Spot Repair 8-inch sewer main (Sta. 24+30)	\$4,025.00	1 Each	\$4,025.00	1 Each	\$4,025.00	1 Each	\$4,025.00
2. Furnish and relay 6 inch sanitary lateral in ROW (5)	\$65.00	150 Lin. Ft.	\$9,750.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
3. Furnish and relay 6 inch sanitary lateral ROW to house	\$60.00	150 Lin. Ft.	\$9,000.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
4. Furnish and pipeburst sanitary lateral	\$10.50	300 Lin. Ft.	\$3,150.00	0 Lin. Ft.	\$0.00	1,218 Lin. Ft.	\$12,789.00
5. Reconnect sanitary lateral at foundation - pipeburst	\$1,550.00	1 Each	\$1,550.00	0 Each	\$0.00	7 Each	\$10,850.00
6. Reconnect under basement floor - pipeburst	\$2,100.00	5 Each	\$10,500.00	0 Each	\$0.00	15 Each	\$31,500.00
7. Adjust sanitary manhole (with slurry backfill) and install chimney	\$500.00	15 Each	\$7,500.00	0 Each	\$0.00	0 Each	\$0.00
8. Clean sanitary sewer	\$50.00	1 Lump Sum	\$50.00	0.0 Lump Sum	\$0.00	0.0 Lump Sum	\$0.00
<b>Part 1.A. Sanitary Sewer Total</b>			<b>\$45,525.00</b>		<b>\$4,025.00</b>		<b>\$59,164.00</b>
<b>B. Water Main</b>							
1. Furnish & install 8-inch PVC C-900 main	\$65.00	4,800 Lin. Ft.	\$312,000.00	4,751 Lin. Ft.	\$308,815.00	4,751 Lin. Ft.	\$308,815.00
2. Furnish & install 6-inch PVC C-900 main	\$140.00	120 Lin. Ft.	\$16,800.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
3. Furnish & install 8-inch valve w/ box	\$1,450.00	16 Each	\$23,200.00	16 Each	\$23,200.00	16 Each	\$23,200.00
4. Reconnect 2" copper service to water main	\$1,875.00	3 Each	\$5,625.00	0 Each	\$0.00	0 Each	\$0.00
5. Reconnect 1" copper service to water main	\$1,430.00	90 Each	\$128,700.00	0 Each	\$0.00	0 Each	\$0.00
6. Remove and replace stop box and stem	\$520.00	93 Each	\$48,360.00	34 Each	\$17,680.00	34 Each	\$17,680.00
7. Furnish & install 1-inch long side service	\$2,500.00	2 Each	\$5,000.00	17 Each	\$42,500.00	17 Each	\$42,500.00
8. Furnish & install 1-inch short side service	\$1,750.00	2 Each	\$3,500.00	42 Each	\$73,500.00	42 Each	\$73,500.00
9. Furnish & install 1-inch service from ROW to house by excavation	\$50.00	70 Lin. Ft.	\$3,500.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
10. Furnish & install 1-inch service from ROW to house by excavation in same trench as san. lateral	\$20.00	175 Lin. Ft.	\$3,500.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
11. Furnish & install 1-inch service from ROW to house by pulling w/ sanitary sewer pipeburst	\$10.50	300 Lin. Ft.	\$3,150.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
12. Furnish & install 1-inch service from ROW to house by pulling	\$50.00	50 Lin. Ft.	\$2,500.00	0	\$0.00	0	\$0.00
13. Water service connection to structure	\$400.00	6 Each	\$2,400.00	0 Each	\$0.00	0 Each	\$0.00
14. Furnish & install hydrant, lead and valve	\$5,500.00	13 Each	\$71,500.00	9	\$49,500.00	9	\$49,500.00
15. Abandon hydrant	\$400.00	8 Each	\$3,200.00	4 Each	\$1,600.00	4 Each	\$1,600.00
16. Abandon Valve manhole	\$350.00	2 Each	\$700.00	0 Each	\$0.00	0 Each	\$0.00
17. Abandon Valve Box	\$150.00	11 Each	\$1,650.00	3 Each	\$450.00	3 Each	\$450.00
<b>Part 1.B. Water Main Total</b>			<b>\$635,285.00</b>		<b>\$517,245.00</b>		<b>\$517,245.00</b>
<b>C. Storm Sewer</b>							
1. Furnish and relay 18-inch storm sewer	\$100.00	10 Lin. Ft.	\$1,000.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
2. Furnish and relay 15-inch storm sewer	\$58.00	50 Lin. Ft.	\$2,900.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
3. Furnish and relay 12-inch storm sewer	\$42.00	295 Lin. Ft.	\$12,390.00	231 Lin. Ft.	\$9,702.00	231 Lin. Ft.	\$9,702.00
4. Furnish and relay 10-inch storm sewer	\$41.50	1,060 Lin. Ft.	\$43,990.00	814 Lin. Ft.	\$33,781.00	1,008 Lin. Ft.	\$41,832.00
5. Furnish and install 4-inch storm sewer lateral	\$33.00	900 Lin. Ft.	\$29,700.00	942 Lin. Ft.	\$31,086.00	945 Lin. Ft.	\$31,185.00
6. Furnish and install storm manhole (9)	\$520.00	35 Ver. Ft.	\$18,200.00	30 Ver. Ft.	\$15,392.00	30 Ver. Ft.	\$15,392.00
7. Furnish and install catch basin	\$1,600.00	21 Each	\$33,600.00	14 Each	\$22,400.00	21 Each	\$33,600.00
8. Remove Storm Manhole	\$270.00	6 Each	\$1,620.00	7 Each	\$1,890.00	7 Each	\$1,890.00
9. Remove Storm catch basin	\$200.00	19 Each	\$3,800.00	14 Each	\$2,800.00	21 Each	\$4,200.00
10. Adjust storm manhole (w/ slurry backfill)	\$500.00	8 Each	\$4,000.00	0 Each	\$0.00	0 Each	\$0.00
11. Adjust storm catch basin	\$200.00	9 Each	\$1,800.00	0 Each	\$0.00	0 Each	\$0.00
12. Install and Maintain Type "D" Inlet Protection	\$100.00	40 Each	\$4,000.00	10 Each	\$1,000.00	10 Each	\$1,000.00
13. Clean and Televis Storm Sewer	\$2,690.00	1 Lump Sum	\$2,690.00	0 Lump Sum	\$0.00	0 Lump Sum	\$0.00
<b>Part 1.C. Storm Sewer Total</b>			<b>\$159,690.00</b>		<b>\$118,051.00</b>		<b>\$138,801.00</b>





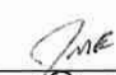
Pay To: Sommers Construction Company Inc.  
W7841 Smith Street  
Shiocton, WI 54170

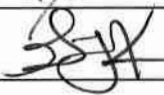
Contract No. Contract 4-19 Concrete Pavement and Sidewalk Repair

Date: July 26, 2019

Estimate No. 1

Account Description	Account #	Payment	Contract Breakdown	Budget
Street Repair Undesignated (CF)	012-5199-742-0236	\$50,000.00	\$50,000.00	\$50,000.00
Street Repair Undesignated	012-5199-743-0236	\$13,895.69	\$161,648.42	\$180,000.00
Sidewalk / Trail Maintenance	012-5301-743-0236	\$33,271.00	\$37,615.00	\$38,729.00
Storm Pavement Repair	049-5249-743-0236		\$22,464.33	\$60,000.00
Sanitary Pavement Repairs	046-5049-742-0236		\$35,325.83	\$20,000.00
Water Maintenance Mains	400-0402-770-6730		\$43,109.92	\$250,000.00
Water Maintenance Services	400-0402-770-6750		\$7,861.50	\$100,000.00
Bell Street Trail (CF)	012-5332-742-0236	\$48,729.00	\$48,729.00	\$48,729.00
Bell Street Trail (Misc Repair Budget)	012-5301-743-0236		\$61,271.00	\$61,271.00
Pendleton Road Sidewalk/Trail	031-3416-743-0236	\$92,000.00	\$108,000.00	\$115,000.00
<b>TOTAL</b>		<b>\$237,895.69</b>	<b>\$576,025.00</b>	<b>\$923,729.00</b>

Prepared by Public Works Department July 26, 2019 

Approved by Public Works Department July 26, 2019 

Approved by Board of Public Works July 30, 2019

Approved by Common Council  
(final payments only) N/A

Approved by Water Commission  
(final payments only) N/A

Sent to Finance July 30, 2019

Number of Attachments 1

**City of Neenah**  
**Public Works Department**  
**Contract Payment Form**

July 26, 2019

Honorable Mayor Kaufert and the Common Council, Neenah, WI

The following is Estimate No.1 for Contract 4-19, Concrete Pavement and Sidewalk Repair to Sommers Construction Company, Inc., W7841 Smith Street, Shiocton, WI 54170

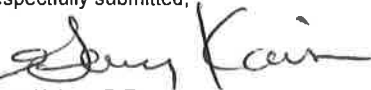
DESCRIPTION	Original Bid			Estimate No. 1	
	Unit Price	QUANTITY	Total	QUANTITY	Total
1. Concrete Sidewalk / Driveway Apron Removal	\$1.15	13,000 Sq. Ft.	\$14,950.00	0 Sq. Ft.	\$0.00
2. Concrete Curb and Gutter Removal	\$8.00	300 Lin. Ft.	\$2,400.00	40 Lin. Ft.	\$320.00
3. Furnish and Install 4" Concrete Sidewalk	\$5.65	11,000 Sq. Ft.	\$62,150.00	4557.23 Sq. Ft.	\$25,748.35
4. Furnish and Install 6" Concrete Sidewalk & Driveway	\$6.75	2,000 Sq. Ft.	\$13,500.00	336.28 Sq. Ft.	\$2,269.89
5. Furnish and Install 5" Concrete Trail (8' wide)	\$6.95	20,000 Sq. Ft.	\$139,000.00	20989.68 Sq. Ft.	\$145,878.28
6. Furnish and Install Concrete Curb & Gutter	\$40.00	300 Lin. Ft.	\$12,000.00	40 Lin. Ft.	\$1,600.00
7. 8" Concrete Pavement Repair	\$75.00	2,000 Sq. Yds.	\$150,000.00	500 Sq. Yds.	\$37,500.00
8. 8" Concrete Pavement Repair HES (7 bag)	\$75.00	200 Sq. Yds.	\$15,000.00	0 Sq. Yds.	\$0.00
9. 8" Concrete Pavement Repair HES (9 bag)	\$75.00	200 Sq. Yds.	\$15,000.00	0 Sq. Yds.	\$0.00
10. 9" Concrete Pavement Repair HES (9 bag)	\$85.00	100 Sq. Yds.	\$8,500.00	0 Sq. Yds.	\$0.00
11. Full Depth Saw Cut (concrete pavement)	\$2.50	5,000 Lin. Ft.	\$12,500.00	2000 Lin. Ft.	\$5,000.00
12. Furnish and Install Drilled Tie Bars	\$7.00	2,000 Each	\$14,000.00	500 Each	\$3,500.00
13. Furnish and Install Drilled Dowel Bars	\$13.00	3,000 Each	\$39,000.00	750 Each	\$9,750.00
14. Furnish and Install Cross Stitch	\$42.00	75 Each	\$3,150.00	0 Each	\$0.00
15. 1/2 inch rods (in place)	\$1.50	500 Lin. Ft.	\$750.00	0 Lin. Ft.	\$0.00
16. Adjust Catch Basin	\$400.00	15 Each	\$6,000.00	5 Each	\$2,000.00
17. Adjust Manholes	\$400.00	40 Each	\$16,000.00	10 Each	\$4,000.00
18. Install Detectable Warning Field (Supplied by City)	\$50.00	10 Each	\$500.00	7 Each	\$350.00
19. Route and seal existing crack	\$4.50	250 Lin. Ft.	\$1,125.00	0 Lin. Ft.	\$0.00
20. Terracing, Seed, Mulch, Fertilizing	\$8.50	3,000 Sq. Yds.	\$25,500.00	0 Sq. Yds.	\$0.00
21. Traffic Control	\$25,000.00	1 L.S.	\$25,000.00	0.50 L.S.	\$12,500.00
<b>TOTAL</b>			<b>\$576,025.00</b>		<b>\$250,416.52</b>

NOTE (1): Retainage set per Wis. Statute 66.0901(9).  
 Retainage is 5% of the estimate until 50% of the work is completed.  
 At 50% completion, no additional amounts are retained.  
 For Final Estimates, there is no retainage.

Work to date	\$250,416.52
Retainage <sup>1</sup>	\$12,520.83
Due Contractor	\$237,895.69
Previously paid	\$0.00
Due this estimate	<b>\$237,895.69</b>

Respectfully submitted,

**Budgeted Amount: \$923,729**



Gerry Kaiser, P.E.  
 Director of Public Works


Pay To: MCC, Inc.  
PO Box 1137  
Appleton, WI 54912-1137


Contract No. Contract 5-19 HMA Pavement Repair

Date: July 26, 2019

Estimate No. 1

Account Description	Account #	Payment	Contract Breakdown	Budget	Pd to Date
Street Repair Undesignated	012-5199-743-0236	\$8,251.54	\$3,000.00	\$180,000	\$0.00
Sanitary Pavement Repair	046-5049-743-0236	\$5,000.00	\$6,000.00	\$20,000	\$0.00
Storm Pavement Repair	049-5249-743-0236	\$3,000.00	\$12,985.80	\$60,000	\$0.00
Water Maintenance Mains	400-0402-770-6730	\$20,000.00	\$42,000.00	\$250,000	\$0.00
Water Maintenance Services	400-0402-770-6750	\$0.00	\$21,000.00	\$100,000	\$0.00
<b>TOTAL</b>		<b>\$36,251.54</b>	<b>\$84,985.80</b>	<b>\$610,000</b>	<b>\$0.00</b>

Prepared by Public Works Department July 26, 2019 

Approved by Public Works Department July 26, 2019 

Approved by Board of Public Works July 30, 2019

Approved by Common Council N/A  
(final payments only)

Approved by Water Commission N/A  
(final payments only)

Sent to Finance July 30, 2019

Number of Attachments 1

**City of Neenah**  
**Public Works Department**  
**Contract Payment Form**

July 26, 2018

Honorable Mayor Kaufert & Common Council, Neenah, WI

The following is Estimate #1 for Contract 5-19, HMA Pavement Repair to MCC, Inc., PO Box 1137, Appleton, WI 54912-1137

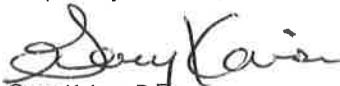
DESCRIPTION	Original Bid			Estimate #1	
	Unit Price	QUANTITY	Total	QUANTITY	Total
<b>Part 1- Miscellaneous Repairs</b>					
1. Unclassified excav. (var. loc.)	\$290.51	25 Cu. Yd.	\$7,262.75	0.00 Cu. Yd.	\$0.00
2. Crushed aggregate base course	\$70.14	50 Ton	\$3,507.00	23.90 Ton	\$1,676.35
3. HMA Pavement Repair	\$155.70	350 Ton	\$54,495.00	199.20 Ton	\$31,015.44
4. Street repair preparation	\$9.52	1,300 Sq. Yd.	\$12,376.00	500.00 Sq. Yd.	\$4,760.00
5. Adjust Manhole (w/ Slurry backfill)	\$741.20	8 Each	\$5,929.60	0.00 Each	\$0.00
6. Traffic control	\$1,415.45	1 L.S.	\$1,415.45	0.50 L.S.	\$707.73
<b>TOTAL PART 1</b>			<b>\$84,985.80</b>		<b>\$38,159.51</b>

NOTE (1): Retainage set per Wis. Statute 66.0901(9).  
 Retainage is 5% of the estimate until 50% of the work is completed.  
 At 50% completion, no additional amounts are retained.  
 For Final Estimates, there is no retainage.

Work to date	\$38,159.51
Retainage <sup>1</sup>	\$1,907.98
Due Contractor	\$36,251.54
Previously paid	\$0.00
Due this estimate	<b>\$36,251.54</b>

Respectfully submitted,

**Budgeted Amount: \$610,000**

  
 Gerry Kaiser, P.E.  
 Director of Public Works

Pay To: David Tenor Corporation  
2759 Dewey Decker Drive  
Green Bay, WI 54313

Contract No. Contract 1-18 Miscellaneous Sewer and Water Main Construction  
and Street Construction on Andrew Avenue, Richard Avenue,  
Geiger Street and Whiting Court

Water Work Order No: 388, 389, 390, 392

Date: July 25, 2019

Estimate No. Final 2

Account Description	Account #	Payment	Contract Breakdown	Budget	Change Orders	Pd to Date
Sanitary - Andrew (Geiger to Main)	046-5075-743-0236		\$109,293.50	\$130,000		\$118,259.42
Water Main - Andrew (Geiger to Main)	400-0000-207-0388		\$113,496.00	\$124,800	\$2,500	\$116,234.97
Storm - Miscellaneous Repairs	049-5203-743-0236		\$39,054.00	\$39,054		\$42,558.00
Street - Andrew (Geiger to Main)	012-4389-743-0236	\$5,453.00	\$122,000.00	\$140,000		\$122,760.69
Sanitary - Richard (Geiger to Main)	046-5076-743-0236		\$111,463.50	\$130,000		\$123,310.33
Water Main - Richard (Geiger to Main)	400-0000-207-0389		\$111,646.00	\$127,100	\$2,000	\$118,121.76
Storm - Miscellaneous Repairs	049-5203-743-0236		\$16,542.00	\$16,542		\$15,829.00
Street - Richard (Geiger to Main)	012-4390-743-0236	\$5,453.00	\$122,000.00	\$140,000		\$143,382.18
Sanitary - Geiger (Green Bay to Western)	046-5001-742-0236		\$3,950.00	\$3,950		\$5,763.96
Water Main - Geiger (Green Bay to Western)	400-0000-207-0390		\$131,270.00	\$157,500	\$7,004	\$138,396.51
Storm - Miscellaneous Repairs	049-5203-743-0236		\$43,865.00	\$43,865		\$43,233.80
Street - Geiger (Green Bay to Western)	012-4391-743-0236	\$6,738.27	\$194,774.00	\$220,000		\$173,229.13
Water Main - Whiting (Tullar)	400-0000-207-0392		\$27,715.00	\$31,800	\$5,000	\$32,465.00
Storm - Miscellaneous Repairs	049-5203-743-0236		\$0.00	\$3,836		\$5,534.99
Street - Whiting (Tullar)	012-4393-743-0236	\$3,817.10	\$52,343.98	\$60,000		\$54,062.33
<b>SUBTOTAL</b>		<b>\$21,461.37</b>				
Contract Deadline Penalty - Deduct						(\$3,000.00)
<b>TOTAL</b>		<b>\$21,461.37</b>	<b>\$1,199,412.98</b>	<b>\$1,368,447</b>	<b>\$16,504</b>	<b>\$1,250,142.07</b>

Prepared by July 25, 2019 

Approved by Public Works Department July 25, 2019 

Approved by Board of Public Works July 30, 2019

Approved by Common Council August 7, 2019  
 (final payments only)

Approved by Water Commission February 7, 2019  
 (final payments only)

Sent to Finance August 7, 2019

Number of Attachments 2

City of Neenah  
 Public Works Department  
 Contract Payment Form

The following is the Final Payment for Contract 1-18, Miscellaneous Sewer and Water Main Construction and Street Construction on Andrew Avenue, Richard Avenue, and Geiger Street. to David Tenor Corporation, 2759 Dowe Dacker Drive, Green Bay WI, 54313.

DESCRIPTION	Unit Price	Original Bid		Final Payment		Final Payment 2	
		Quantity	Total	Quantity	Total	Quantity	Total
<b>Part 1 - Andrew Ave., Richard Ave., Geiger St., Whiting Ct.</b>							
<b>A. Sanitary Sewer</b>							
1. Furnish and relay 8-inch PVC sanitary sewer	\$50.00	1,920 Lin. Ft.	\$96,000.00	1,920 Lin. Ft.	\$96,000.00	1,920 Lin. Ft.	\$96,000.00
2. Furnish and relay 6 inch sanitary lateral in ROW (61)	\$39.50	1,800 Lin. Ft.	\$71,100.00	1,145 Lin. Ft.	\$45,227.50	1,145 Lin. Ft.	\$45,227.50
3. Furnish and relay 6 inch sanitary lateral ROW to house	\$36.00	100 Lin. Ft.	\$3,600.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
4. Furnish and pipeburst sanitary lateral	\$15.38	400 Lin. Ft.	\$6,152.00	1,690 Lin. Ft.	\$25,992.20	1,690 Lin. Ft.	\$25,992.20
5. Reconnect sanitary lateral at foundation - pipeburst	\$1,535.00	2 Each	\$3,070.00	1 Each	\$1,535.00	1 Each	\$1,535.00
6. Reconnect under basement floor - pipeburst	\$1,790.00	13 Each	\$23,270.00	33 Each	\$59,070.00	33 Each	\$59,070.00
7. Reconnect lateral to wye at main	\$250.00	3 Each	\$750.00	3 Each	\$750.00	3 Each	\$750.00
8. Furnish and Install Standard manhole (6)	\$280.00	56 Ver. Ft.	\$15,680.00	55.8 Ver. Ft.	\$15,624.00	55.8 Ver. Ft.	\$15,624.00
9. Remove sanitary manhole	\$250.00	6 Each	\$1,500.00	6 Each	\$1,500.00	6 Each	\$1,500.00
10. Adjust sanitary manhole (with slurry backfill)	\$400.00	6 Each	\$2,400.00	2 Each	\$800.00	2 Each	\$800.00
11. Clean and Telewise Sewer (Sanitary only)	\$1,635.00	1 Lump Sum	\$1,635.00	1 Lump Sum	\$1,635.00	1 Lump Sum	\$1,635.00
Part 1.A. Sanitary Sewer Total			\$225,157.00		\$248,133.70		\$248,133.70
<b>B. Water Main</b>							
1. Furnish & install 16-inch PVC C-900 main	\$82.50	1,236 Lin. Ft.	\$101,970.00	1,241 Lin. Ft.	\$102,382.50	1,241 Lin. Ft.	\$102,382.50
2. Furnish & install 10-inch PVC C-900 main	\$55.00	10 Lin. Ft.	\$550.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
3. Furnish & install 8-inch PVC C-900 main	\$52.00	2,400 Lin. Ft.	\$124,800.00	2,396 Lin. Ft.	\$124,592.00	2,396 Lin. Ft.	\$124,592.00
4. Furnish & install horizontal 16-inch valve w/ box	\$7,960.00	2 Each	\$15,920.00	2 Each	\$15,920.00	2 Each	\$15,920.00
5. Furnish & install 8-inch valve w/ box	\$1,285.00	4 Each	\$5,140.00	4 Each	\$5,140.00	4 Each	\$5,140.00
6. Furnish & install 8-inch tapping valve w/ box	\$3,300.00	1 Each	\$3,300.00	1 Each	\$3,300.00	1 Each	\$3,300.00
7. Furnish & install 4-inch valve w/ box & reconnect service	\$835.00	1 Each	\$835.00	1 Each	\$835.00	1 Each	\$835.00
8. Furnish & install 2-inch short side service	\$1,695.00	1 Each	\$1,695.00	1 Each	\$1,695.00	1 Each	\$1,695.00
9. Furnish & install 1-inch long side service	\$1,490.00	31 Each	\$46,190.00	31 Each	\$46,190.00	31 Each	\$46,190.00
10. Furnish & install 1-inch short side service	\$1,000.00	32 Each	\$32,000.00	32 Each	\$32,000.00	32 Each	\$32,000.00
11. Reconnect copper service	\$750.00	7 Each	\$5,250.00	7 Each	\$5,250.00	7 Each	\$5,250.00
12. Furnish & install 1-inch service from ROW to house by excavation	\$35.00	25 Lin. Ft.	\$875.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
13. Furnish & install 1-inch service from ROW to house by excavation in same trench as san. lateral	\$12.00	75 Lin. Ft.	\$900.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
14. Furnish & install 1-inch service from ROW to house by pulling w/ sanitary sewer pipeburst	\$5.13	400 Lin. Ft.	\$2,052.00	1,075 Lin. Ft.	\$5,514.75	1,075 Lin. Ft.	\$5,514.75
15. Furnish & install 1-inch service from ROW to house by pulling	\$33.00	25 Lin. Ft.	\$825.00	0 Lin. Ft.	\$0.00	0 Lin. Ft.	\$0.00
16. Water service connection to structure	\$360.00	15 Each	\$5,400.00	27 Each	\$9,720.00	27 Each	\$9,720.00
17. Furnish & install hydrant, lead and valve	\$4,575.00	7 Each	\$32,025.00	7 Each	\$32,025.00	7 Each	\$32,025.00
18. Abandon hydrant	\$250.00	6 Each	\$1,500.00	5 Each	\$1,250.00	5 Each	\$1,250.00
19. Abandon Valve manhole	\$300.00	2 Each	\$600.00	3 Each	\$900.00	3 Each	\$900.00
20. Abandon Valve Box	\$150.00	10 Each	\$1,500.00	8 Each	\$1,200.00	8 Each	\$1,200.00
21. Furnish & install electrical grounding	\$200.00	4 Each	\$800.00	4 Each	\$800.00	4 Each	\$800.00
CO1.1 Added 2-16" bends to get under storm	\$3,300.00	LS	\$0.00	1 LS	\$3,300.00	1 LS	\$3,300.00
CO1.2 Whiting Court rock, moving of main	\$5,000.00	LS	\$0.00	1 LS	\$5,000.00	1 LS	\$5,000.00
CO1.3 4" Water main	\$2,204.00	LS	\$0.00	1 LS	\$2,204.00	1 LS	\$2,204.00
CO1.4 Water Breaks	\$500.00	Each	\$0.00	9 Each	\$4,500.00	9 Each	\$4,500.00
CO1.5 Grinding time for oversized 14"	\$1,500.00	LS	\$0.00	1 LS	\$1,500.00	1 LS	\$1,500.00
Part 1.B. Water Main Total			\$384,127.00		\$405,218.25		\$405,218.25

DESCRIPTION	Unit Price	Original Bid		Final Payment		Final Payment 2	
		Quantity	Total	Quantity	Total	Quantity	Total
<b>C. Storm Sewer</b>							
1. Furnish and relay 24-inch storm sewer	\$242.00	50 Lin. Ft.	\$12,100.00	43 Lin. Ft.	\$10,406.00	43 Lin. Ft.	\$10,406.00
2. Furnish and relay 12-inch storm sewer	\$51.00	545 Lin. Ft.	\$27,795.00	616 Lin. Ft.	\$31,416.00	616 Lin. Ft.	\$31,416.00
3. Furnish and relay 10-inch storm sewer	\$41.00	430 Lin. Ft.	\$17,630.00	459 Lin. Ft.	\$18,819.00	459 Lin. Ft.	\$18,819.00
4. Furnish and relay 4-inch storm sewer lateral	\$30.00	100 Lin. Ft.	\$3,000.00	117 Lin. Ft.	\$3,510.00	117 Lin. Ft.	\$3,510.00
5. Furnish and install storm manhole (8)	\$320.00	47 Ver. Ft.	\$15,040.00	47 Ver. Ft.	\$14,924.80	47 Ver. Ft.	\$14,924.80
6. Furnish and install catch basin	\$1,215.00	14 Each	\$17,010.00	16 Each	\$19,440.00	16 Each	\$19,440.00
7. Remove Storm Manhole	\$250.00	7 Each	\$1,750.00	7 Each	\$1,750.00	7 Each	\$1,750.00
8. Remove Storm catch basin	\$175.00	10 Each	\$1,750.00	10 Each	\$1,750.00	10 Each	\$1,750.00
9. Adjust storm manhole (w/ slurry backfill)	\$350.00	4 Each	\$1,400.00	3 Each	\$1,050.00	3 Each	\$1,050.00
10. Adjust storm catch basin	\$300.00	4 Each	\$1,200.00	2 Each	\$600.00	2 Each	\$600.00
11. Install and Maintain Type "D" Inlet Protection	\$95.00	20 Each	\$1,900.00	24 Each	\$2,280.00	24 Each	\$2,280.00
12. Clean and Telewise Sewer (Storm only)	\$1,210.00	1 Lump Sum	\$1,210.00	1 Lump Sum	\$1,210.00	1 Lump Sum	\$1,210.00
<b>Part 1.C. Storm Sewer Total</b>			<b>\$101,785.00</b>		<b>\$107,155.80</b>		<b>\$107,155.80</b>
<b>D. Street (HMA Pavement)</b>							
1. Remove existing pavement and maintain utility trench	\$0.75	8,400 Lin. Ft.	\$6,300.00	6,481 Lin. Ft.	\$4,860.75	6,481 Lin. Ft.	\$4,860.75
2. Sawcut existing bituminous pavement	\$2.00	200 Lin. Ft.	\$400.00	100.00 Lin. Ft.	\$200.00	100.00 Lin. Ft.	\$200.00
3. Full depth sawcut existing concrete pavement	\$2.00	300 Lin. Ft.	\$600.00	196.50 Lin. Ft.	\$393.00	196.50 Lin. Ft.	\$393.00
4. Remove existing bituminous pavement	\$1.44	14,000 Sq. Yd.	\$20,160.00	14,000 Sq. Yd.	\$20,160.00	14,000 Sq. Yd.	\$20,160.00
5. Remove concrete pavement	\$12.36	250 Sq. Yd.	\$3,090.00	109.92 Sq. Yd.	\$1,358.61	109.92 Sq. Yd.	\$1,358.61
6. Remove concrete curb and gutter	\$2.43	1,600 Lin. Ft.	\$3,888.00	2,274.00 Lin. Ft.	\$5,525.82	2,274.00 Lin. Ft.	\$5,525.82
7. Remove concrete sidewalk/driveway apron	\$0.48	10,000 Sq. Ft.	\$4,800.00	3,220.11 Sq. Ft.	\$1,545.65	3,220.11 Sq. Ft.	\$1,545.65
8. Unclassified Excavation	\$9.53	5,000 Cu. Yd.	\$47,650.00	5,805 Cu. Yd.	\$55,321.65	5,805 Cu. Yd.	\$55,321.65
9. Furnish and install geogrid (Geiger St. & Whiting Ct.)	\$1.55	6,250 Sq. Yd.	\$9,687.50	6,772 Sq. Yd.	\$10,496.60	6,772 Sq. Yd.	\$10,496.60
10. Furnish and install crushed aggregate base	\$10.61	7,500 Ton	\$79,575.00	10,582.21 Ton	\$112,277.25	10,582.21 Ton	\$112,277.25
11. Furnish and install 30-inch concrete curb and gutter (various loc)	\$23.05	1,600 Lin. Ft.	\$36,880.00	2,274.00 Lin. Ft.	\$52,415.70	2,274.00 Lin. Ft.	\$52,415.70
12. Furnish and install 4-inch concrete sidewalk	\$5.50	7,500 Sq. Ft.	\$41,250.00	2,666.71 Sq. Ft.	\$14,666.91	2,666.71 Sq. Ft.	\$14,666.91
13. Furnish and install 6-inch concrete sidewalk/driveway apron	\$5.80	2,500 Sq. Ft.	\$14,750.00	1,329.54 Sq. Ft.	\$7,844.29	1,329.54 Sq. Ft.	\$7,844.29
14. Furnish and install 8-inch concrete pavement repair	\$59.40	250 Sq. Yd.	\$14,850.00	109.92 Sq. Yd.	\$6,529.25	109.92 Sq. Yd.	\$6,529.25
15. Furnish and install drill tie bars #6	\$7.18	100 Each	\$718.00	48 Each	\$344.64	48 Each	\$344.64
16. Furnish and install drill dowel bars #9	\$11.28	64 Each	\$721.92	96 Each	\$1,082.88	96 Each	\$1,082.88
17. Fine grading and base preparation	\$1.16	14,000 Sq. Yd.	\$16,240.00	14,000 Sq. Yd.	\$16,240.00	14,000 Sq. Yd.	\$16,240.00
18. Furnish and install HMA Pavement	\$54.53	3,200 Ton	\$174,496.00	2,850 Ton	\$155,410.50	3,243.57 Ton	\$176,871.87
19. Furnish and install 1/2-inch rods	\$0.67	600 Lin. Ft.	\$402.00	2,360 Lin. Ft.	\$1,581.20	2,360 Lin. Ft.	\$1,581.20
20. Install detectable warning fields (supplied by City)	\$35.88	12 Each	\$430.56	9 Each	\$322.92	9 Each	\$322.92
21. Terracing, fertilize, seed & hydromulch	\$25.42	250 Sq. Yd.	\$6,355.00	745.74 Sq. Yd.	\$18,956.71	745.74 Sq. Yd.	\$18,956.71
22. Install and Maintain Traffic Control	\$5,100.00	1 Lump Sum	\$5,100.00	1.0 Lump Sum	\$5,100.00	1.0 Lump Sum	\$5,100.00
<b>Part 1.D. Street Total</b>			<b>\$488,343.98</b>		<b>\$492,634.32</b>		<b>\$514,095.69</b>
<b>TOTAL Part 1</b>			<b>\$1,199,412.98</b>		<b>\$1,253,142.07</b>		<b>\$1,274,603.44</b>
<b>TOTAL Parts 1A through 1D</b>			<b>\$1,199,412.98</b>		<b>\$1,253,142.07</b>		<b>\$1,274,603.44</b>

C.O. 1	\$16,504.00	Work to date	\$1,253,142.07	Work to date	\$1,274,603.44
C.O. 2	\$37,225.09	Retainage <sup>1</sup>	\$0.00	Retainage <sup>1</sup>	\$0.00
C.O. 3		Due Contractor	\$1,253,142.07	Due Contractor	\$1,274,603.44
	\$1,253,142.07	Previously paid	\$1,218,521.75	Previously paid	\$1,250,142.07
		Due this estimate	\$34,620.32	Due this estimate	\$24,461.37
		Liquidated Damages	-3,000.00	Liquidated Damages	-3,000.00
		Net Due	\$31,620.32	Net Due	\$21,461.37

NOTE (1): Retainage set per Wis. Statute 66.0901(9).

Retainage is 5% of the estimate until 50% of the work is completed

At 50% completion, no additional amounts are retained.

For Final Estimates, there is no retainage.

Respectfully submitted,

  
Genny Kaiser, PE

Director of Public Works

Contractor Signature

Date





---

## M E M O R A N D U M

---

**DATE:** July 24, 2019  
**TO:** Mayor Kaufert, and Members of the Board of Public Works  
**FROM:** Gerry Kaiser, Director of Public Works  
**RE:** Contract Account Summary

---

At a previous meeting, the Board requested a budget summary of the contracts in place. That summary is attached. The summary is separated into the general budgeting categories for Street/Sidewalk, Sanitary Sewer, Storm Sewer and Water.

Streets/Sidewalk – Cumulatively, the various projects are well under 2019 budgeted funds and prior year carry-forwards. This is primarily due to the amount below budget for street construction on Thomas Court and Stanley Court. Those streets were budgeted for concrete pavement. Both asphalt and concrete pavements were bid and the asphalt option was selected based on the life-cycle cost analysis.

Sanitary Sewer - Cumulatively, the various projects are well under 2019 budgeted funds and prior year carry-forwards. This is primarily due to the amount of carry-forward funds available for miscellaneous repairs and replacements. Higher unit pricing caused the basic contracts to be well above budget for all of the projects, a trend that we've seen amongst all utilities this year – not only here, but area-wide. Future CIPs will reflect this change in bidding environment. In addition to bid pricing, the change to mandatory lateral replacement played a role in the amount that these projects were over-budget. The budgets on these projects were established prior to the policy change to mandatory replacement so, in essence, the bid work went beyond the level of effort assumed in budgeting. This is also being considered in future CIPs.

Storm Sewer - Cumulatively, the various projects are slightly under 2019 budgeted funds and prior year carry-forwards. This is primarily due to the amount of carry-forward funds available for repairs and replacements on various streets. In addition to higher than historical bid pricing, we increased the amount of work beyond that projected in the budget. Part of that increase was the installation of storm sewer laterals as part of the utility installation. This provides the opportunity for homeowners to directly connect their sump pumps to the storm sewer. The City benefits by reducing the number of illegal connections to the sanitary sewer system and the number of curb penetrations for sump pump discharge.

Water - Cumulatively, the various projects are over 2019 budgeted funds. This is primarily due to higher than historical bid pricing.

2019 Contract Account Summary																				
Account Description	Account #	Budget	Contract 1-19			Contract 2-19			Contract 4-19			Contract 5-19			Courtney Ct			Contracts Total	Difference from Budget	Difference by Category
			Breakdown	Proj. Adj.	Total	Breakdown	Proj. Adj.	Total	Breakdown	Proj. Adj.	Total	Breakdown	Proj. Adj.	Total	Breakdown	Proj. Adj.	Total			
Street - 5th (Clark to Lincoln)	012-4301-743-0236	\$65,000	\$66,104.00		\$66,104.00													\$66,104.00	(\$1,104.00)	
Street - Courtney Ct	012-4302-743-0236	\$85,000																\$81,057.94	\$3,942.06	
Street - Caroline (Union to Van)	012-4394-743-0236	\$185,000	\$145,000.00		\$145,000.00													\$145,000.00	\$40,000.00	
Street - Stanley Court	012-4395-743-0236	\$475,000				\$275,000.00		\$275,000.00										\$275,000.00	\$200,000.00	
Street - Thomas Court	012-4396-743-0236	\$475,000				\$275,000.00		\$275,000.00										\$275,000.00	\$200,000.00	
Street - Stanley St (Marathon to Commercial)	012-4397-743-0236	\$150,000				\$187,970.50		\$187,970.50										\$187,970.50	(\$37,970.50)	
Street - Stevens (Congress to Doty)	012-4398-743-0236	\$180,000	\$145,000.00		\$145,000.00													\$145,000.00	\$35,000.00	
Street Repair Undesignated (CF)	012-5199-742-0236	\$50,000						\$50,000.00		\$50,000.00								\$50,000.00	\$0.00	
Street Repair Undesignated	012-5199-743-0236	\$180,000						\$161,648.42		\$161,648.42	\$3,000.00		\$3,000.00					\$164,648.42	\$15,351.58	
Sidewalk / Trail Maintenance	012-5301-743-0236	\$38,729						\$37,615.00		\$37,615.00								\$37,615.00	\$1,114.00	
Bell Street Trail (Misc Repair Budget)	012-5301-743-0236	\$61,271						\$61,271.00		\$61,271.00								\$61,271.00	\$0.00	
Bell Street Trail (CF)	012-5332-742-0236	\$48,729						\$48,729.00		\$48,729.00								\$48,729.00	\$0.00	
Pendleton Road Sidewalk/Trail	031-3416-743-0236	\$115,000						\$108,000.00		\$108,000.00								\$108,000.00	\$7,000.00	\$463,333.14
Sanitary - Miscellaneous Repairs	046-5001-743-0236	\$100,000	\$45,320.00	\$38,000.00	\$83,320.00	\$45,525.00		\$45,525.00										\$128,845.00	(\$28,845.00)	
Sanitary Pavement Repair	046-5049-743-0236	\$20,000						\$35,325.83		\$35,325.83	\$6,000.00		\$6,000.00					\$41,325.83	(\$21,325.83)	
Sanitary - Caroline (Union to Van)	046-5081-743-0236	\$100,000	\$94,000.00	\$22,000.00	\$116,000.00													\$116,000.00	(\$16,000.00)	
Sanitary - Stevens (Congress to Doty)	046-5082-743-0236	\$100,000	\$109,000.00	\$35,000.00	\$144,000.00													\$144,000.00	(\$44,000.00)	
Sanitary - Courtney Ct	046-5083-743-0236	\$170,000												\$217,572.40		\$217,572.40		\$217,572.40	(\$47,572.40)	
Sanitary - Various Repairs/Replacements	046-5001-742-0236	\$458,177																\$0.00	\$458,177.00	\$300,433.77
Storm - Miscellaneous Repairs	049-5203-743-0236	\$300,000	\$220,130.00		\$220,130.00	\$159,690.00		\$159,690.00						\$47,933.15	\$5,000.00	\$52,933.15		\$432,753.15	(\$132,753.15)	
Storm - Pavement Repair	049-5249-743-0236	\$60,000						\$22,464.33		\$22,464.33	\$12,985.80		12985.8					\$35,450.13	\$24,549.87	
Storm - Various Main Repairs (CF)	049-5203-742-0236	\$22,379																\$0.00	\$22,379.00	
Storm - Various Streets (CF)	049-5205-742-0236	\$89,728																\$0.00	\$89,728.00	\$3,903.72
Water Main - Caroline (Union to Van)	400-0000-207-0410	\$80,900	\$117,488.00	\$7,000.00	\$124,488.00													\$124,488.00	(\$43,588.00)	
Water Main - Stanley Court	400-0000-207-0411	\$196,400				\$237,642.00		\$237,642.00										\$237,642.00	(\$41,242.00)	
Water Main - Thomas Court	400-0000-207-0412	\$196,400				\$237,643.00		\$237,643.00										\$237,643.00	(\$41,243.00)	
Water Main - Stanley St (Marathon to Commercial)	400-0000-207-0413	\$138,600				\$160,000.00		\$160,000.00										\$160,000.00	(\$21,400.00)	
Water Main - Stevens (Congress to Doty)	400-0000-207-0414	\$94,400	\$140,000.00	\$9,000.00	\$149,000.00													\$149,000.00	(\$54,600.00)	
Water Main - 5th (Clark to Lincoln)	400-0000-207-0415	\$86,600	\$117,487.00	\$10,000.00	\$127,487.00													\$127,487.00	(\$40,887.00)	
Water Main - Courtney Ct	400-0000-207-0416	\$67,600												\$116,201.00		\$116,201.00		\$116,201.00	(\$48,601.00)	
Water Maintenance Mains	400-0402-770-6730	\$250,000						\$43,109.92		\$43,109.92	\$42,000.00		\$42,000.00					\$85,109.92	\$164,890.08	
Water Maintenance Services	400-0402-770-6750	\$100,000						\$7,861.50		\$7,861.50	\$21,000.00		\$21,000.00					\$28,861.50	\$71,138.50	(\$55,532.42)
<b>TOTAL</b>		<b>\$4,739,913.00</b>	<b>\$1,199,529.00</b>	<b>\$121,000.00</b>	<b>\$1,320,529.00</b>	<b>\$1,578,470.50</b>	<b>\$0.00</b>	<b>\$1,578,470.50</b>	<b>\$576,025.00</b>	<b>\$0.00</b>	<b>\$576,025.00</b>	<b>\$84,985.80</b>	<b>\$0.00</b>	<b>\$84,985.80</b>	<b>\$462,764.49</b>	<b>\$5,000.00</b>	<b>\$467,764.49</b>	<b>\$4,027,774.79</b>	<b>\$712,138.21</b>	<b>\$411,704.44</b>

**REQUEST AND CERTIFICATE FOR PAYMENT**

PROJECT: Washington Park Phase III

ENGINEER: Ayres Associates

SUBCONTRACTOR:

ENGINEERS PROJECT NO: \_\_\_\_\_

CONTRACTOR: R&R Wash Materials, Inc.

1110 Dartford Road, Ripon, WI 54971

CONTRACT NO.: \_\_\_\_\_

REQUEST DATE: July 23, 2019 REQUEST NO: 6

PERIOD FROM: June 29, 2019 TO: July 23, 2019

Request is made for Payment, as shown below, in connection with the Contract.

CONTINUATION SHEET, is attached.

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM \$1,146,206.04

Net change by Change Orders \$4,246.26

CONTRACT SUM TO DATE \$1,150,452.30

TOTAL COMPLETED AND STORED TO DATE \$874,371.69

RETAINAGE 3.0% of Completed and

Stored to Date \$26,231.15

TOTAL EARNED LESS RETAINAGE \$848,140.54

LESS 1% BID BOND COST \_\_\_\_\_

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$625,010.92

CURRENT PAYMENT DUE \$223,129.62

**CHANGE ORDER SUMMARY**

Change Orders approved previously		ADDITIONS	DEDUCTIONS
TOTAL		\$0.00	\$0.00
Subsequent Change Orders			
Number	Approved (date)		
1	###	\$4,246.26	
TOTALS		\$4,246.26	\$0.00

Net change by Change Orders \$4,246.26

State of: Wisconsin County of: Winnebago

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

Contractor : R&R Wash Materials, Inc.

In accordance with the Contract and this Application for Payment the Contractor is entitled to payment in the amount shown above.

**APPROVED**

*By Blake Theisen at 5:43 pm, Jul 23, 2019*

PROJECT NAME: Washington Park Phase III

0

ENGINEERS PROJECT NO:

ITEM NO. (A)	DESCRIPTION OF WORK (B)	SCHEDULED QUANTITY (C)	UM	UNIT PRICE (D)	Work Completed						% Com		
					Previous Request (E)		This Request (F)		Stored Materials (G)			Total Completed and Stored to Date (E+F+G)	
					Quantity	Amount	Quantity	Amount	Quantity	Amount		Quantity	Amount
1	Mobilization	1	LS	\$64,000.00	.85	\$54,400.00	0.1	\$6,400.00		\$-	0.95	\$60,800.00	
2	Erosion Control	1	LS	\$7,300.00	.95	\$6,935.00	0.05	\$365.00		\$-	1	\$7,300.00	
3	Demolition	1	LS	\$20,900.00	1.00	\$20,900.00		\$-		\$-	1	\$20,900.00	
4	Earthwork	1	LS	\$80,800.00	1.00	\$80,800.00		\$-		\$-	1	\$80,800.00	
5	Base Aggregate Dense	4000	Ton	\$12.75	3847.99	\$49,061.87	521.96	\$6,654.99		\$-	4369.95	\$55,716.86	
6	Clear Stone	500	Ton	\$14.00		\$-		\$-		\$-	0	\$-	
7	Asphalt Pavement	910	Ton	\$109.00		\$-	433.03	\$47,200.27		\$-	433.03	\$47,200.27	
8	Concrete Pavement, 4"	9843	SF	\$5.10		\$-	8000	\$40,800.00		\$-	8000	\$40,800.00	
9	Concrete Pavement, 5"	4583	SF	\$5.50		\$-	3500	\$19,250.00		\$-	3500	\$19,250.00	
11	Concrete Pavement, 5" Reinforced, Colored	2846	SF	\$14.35	400	\$5,740.00	2200	\$31,570.00		\$-	2600	\$37,310.00	
12	Concrete Pavement, 6"	237	SF	\$10.20		\$-		\$-		\$-	0	\$-	
13	Std Concrete Curb and Gutter, 18"	32	LF	\$50.00		\$-		\$-		\$-	0	\$-	
14	Std Concrete Curb and Gutter, 30"	10	LF	\$50.00		\$-		\$-		\$-	0	\$-	
15	Detectable Warning Panels	20	SF	\$30.00		\$-		\$-		\$-	0	\$-	
16	4" Underdrain	704	LF	\$25.20	706	\$17,791.20		\$-		\$-	706	\$17,791.20	
17	6" Underdrain	160	LF	\$36.70	160	\$5,872.00		\$-		\$-	160	\$5,872.00	
18	4" PVC Storm Pipe	165	LF	\$36.90	86	\$3,173.40		\$-		\$-	86	\$3,173.40	
19	6" PVC Storm Pipe	160	LF	\$37.00	101	\$3,737.00		\$-		\$-	101	\$3,737.00	
20	8" PVC Storm Pipe	409	LF	\$38.00	395.00	\$15,010.00		\$-		\$-	395	\$15,010.00	
21	10" PVC Storm Pipe	244	LF	\$40.00	277	\$11,080.00		\$-		\$-	277	\$11,080.00	
22	24" HDPE Storm Pipe	724	LF	\$55.00	725	\$39,875.00		\$-		\$-	725	\$39,875.00	
23	Yard Inlet	3	EA	\$1,650.00	2	\$3,300.00		\$-		\$-	2	\$3,300.00	
24	24" Inlet	9	EA	\$1,280.00	8	\$10,240.00		\$-		\$-	8	\$10,240.00	
25	Storm Manhole	2	EA	\$2,000.00	2	\$4,000.00		\$-		\$-	2	\$4,000.00	
26	Connect to Manhole	7	EA	\$1,250.00	7	\$8,750.00		\$-		\$-	7	\$8,750.00	
27	6" Sanitary Service	188	LF	\$47.00	188	\$8,836.00	23.5	\$1,104.50		\$-	211.5	\$9,940.50	
28	Tap Watermain	1	EA	\$4,300.00	1	\$4,300.00		\$-		\$-	1	\$4,300.00	
29	Water Service, 4"	276	LF	\$51.00	276	\$14,076.00	21	\$1,071.00		\$-	297	\$15,147.00	
30	Water Service, 3"	230	LF	\$46.00	230	\$10,580.00	49	\$2,254.00		\$-	279	\$12,834.00	
31	Foul Pole	2	EA	\$1,500.00	1.5	\$2,250.00	0.5	\$750.00		\$-	2	\$3,000.00	
32	Bleachers	3	EA	\$3,000.00	1.5	\$4,500.00	0.5	\$1,500.00		\$-	2	\$6,000.00	
33	Player Bench	5	EA	\$1,120.00		\$-	2	\$2,240.00		\$-	2	\$2,240.00	
34	Tennis/Pickleball Court Surfacing	18868	SF	\$1.00		\$-		\$-		\$-	0	\$-	
35	Tennis Equipment	2	EA	\$890.00		\$-	2	\$1,780.00		\$-	2	\$1,780.00	
36	Pickleball Equipment	2	EA	\$890.00		\$-	2	\$1,780.00		\$-	2	\$1,780.00	
37	Shade Structure - Type 1	2	EA	\$10,000.00	1.5	\$15,000.00	0.25	\$2,500.00		\$-	1.75	\$17,500.00	
38	Shade Structure - Type 2	2	EA	\$12,000.00	1.60	\$19,200.00	0.15	\$1,800.00		\$-	1.75	\$21,000.00	
39	Shade Structure - Type 3	2	EA	\$10,000.00	1.50	\$15,000.00	0.25	\$2,500.00		\$-	1.75	\$17,500.00	
40	Splash Pad Installation	1	LS	\$58,000.00	0.85	\$49,300.00	0.15	\$8,700.00		\$-	1	\$58,000.00	
41	Splash Pad Signage	1	EA	\$700.00		\$-	1	\$700.00		\$-	1	\$700.00	
42	Restroom/Concession Building	1	LS	\$136,800.00	0.65	\$88,920.00	0.05	\$6,840.00		\$-	0.7	\$95,760.00	
43	Building Service Hookups	1	LS	\$24,500.00		\$-		\$-		\$-	0	\$-	
44	Picnic Tables - Type 1 Splash Pad	6	EA	\$400.00		\$-		\$-		\$-	0	\$-	
45	Picnic Tables - Type 2 70" Rectangular	8	EA	\$525.00		\$-		\$-		\$-	0	\$-	
46	Picnic Tables - Type 3 Pub Style	8	EA	\$400.00		\$-		\$-		\$-	0	\$-	
47	Bike Rack - Type 1	15	EA	\$160.00		\$-		\$-		\$-	0	\$-	





---

## M E M O R A N D U M

---

**DATE:** July 25, 2019  
**TO:** Mayor Kaufert, Common Council and Members of the Board of Public Works  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development and Assessment  
**RE:** Development Agreement – Cardinal Plat Subdivision

---

The Common Council approved the Cardinal Plat in April 2019. As part of the plat approval process, City staff and the developer have negotiated a Development Agreement which outlines the roles and responsibilities in terms of the installation of public infrastructure and the required development fees. The Development Agreement is attached for your review.

The development (Cardinal Plat) includes 17 single-family residential lots located north of Nature Trail Subdivision and west of Eagle Crest Subdivision. Sidewalks are proposed along the extension of Lone Oak Drive, the south side of Paint Brush Road extended, and on the south lots along Cardinal Circle. The large outlot (6.0 acres) along Cardinal Circle will be dedicated to the City as public open space. There are deferred assessments for the Breezewood Lane oversized water main and the County Highway G oversized sewer that will be paid as part of this development.

**Appropriate action at this time is to recommend Common Council approve the Cardinal Plat Development Agreement.**



THIS AGREEMENT, made pursuant to Chapter 25 of the City of Neenah Municipal Code by and between the CITY OF NEENAH, Winnebago County, Wisconsin, a body politic and municipal corporation by its Common Council ("City") and Cardinal-Neenah, LLC, the owner and developer ("Developer") of the following property lying within the City of Neenah:

Part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 06, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, containing 632,318 Square Feet (14.5160 Acres) of land described as follows:

Commencing at the North 1/4 corner of Section 06; thence, along the East line of the fractional Northwest 1/4 of said Section 06, S00°38'26"E, 1526.18 feet to the point of beginning; thence continuing along said East line, S0°38'26"E, 642.45 feet to the North line of 2nd Addition to Natures Trail; thence, along said North line and the extension thereof, S88°52'07"W, 1310.40 feet to the Southwest corner of the Southeast 1/4 of said Fractional Northwest 1/4, as evidenced; thence, along the West line of said Southwest 1/4 of the Fractional Northwest 1/4 as evidenced, N00°26'24"W, 321.71 feet; thence N88°54'14"E, 650.35 feet; thence N00°25'25"W, 321.01 feet to the Southwest corner of Lot 1 CSM 6541; thence along South line of said Lot 1, N88°51'18"E, 657.70 feet to the point of beginning.

WHEREAS, Chapter 25 of the Neenah Municipal Code provides for the installation of required improvements (hereinafter referred to as the "Improvements") in new subdivisions, and

WHEREAS, the Developer has proposed to develop a residential subdivision on the above-referenced property located in the City (herein after referred to as "Cardinal Plat" or the "Development"); and

WHEREAS, Exhibit 1 shows Cardinal Plat which has been approved by the City and has or will be recorded in the Winnebago County Register of Deeds Office; and

WHEREAS, a series of meetings and negotiations have taken place between the City and the Developer to determine various development and financial responsibilities as between the City and the Developer for on-site and off-site public improvements and fees in connection with the proposed subdivision; and,

WHEREAS, the City and the Developer, for their mutual benefit, have mutually agreed as to development and financial responsibilities for public improvements and fees in connection with the proposed subdivision;

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and the above recitals, which are contractual, the City and Developer agree as follows:

Recording Area

Return to:

James G. Godlewski, City Attorney  
City of Neenah, 211 Walnut Street  
Neenah, WI 54956

Parcel No.: 8-11-0600-00-00

1. **Sanitary Sewer Interceptor Fee and Subdivision Fee.** The Developer shall pay the City a sanitary sewer interceptor fee in the amount of \$1,000.00 per acre (the "Sewer Fee") and a subdivision fee of \$1,000.00 per acre (the "Subdivision Fee") for the development of Cardinal Plat as more particularly detailed in Exhibit 2. As subsequent phases of Cardinal Plat are developed, the Developer shall be billed for the sanitary sewer interceptor fee and the subdivision fee at the established rate in effect at the time of platting.
2. **Storm Water Infrastructure Fee.** For Cardinal Plat, the Developer shall pay a storm water infrastructure fee in the amount of \$5,000.00 per acre (the "Storm Water Fee") as detailed in Exhibit 3. In addition to the lots created in the subdivision, the storm water acreage calculation shall include street right-of-way and all other public land including, but not limited to parks, and easements lying within and/or adjacent to the subdivision. Existing mapped wetlands shall be excluded from storm water acreage calculation. This storm water infrastructure fee shall include all construction costs associated with storm water infrastructure installation except for the following which shall be funded entirely by the Developer:
  - design engineering
  - plan and specification development
  - contract bidding
  - construction engineering
  - final inspection
  - erosion control
  - yard drains and associated piping
  - perforated catch basin drain pipes
  - final storm sewer cleaning and televising
  - plan review by the City
  - field staking and surveying
  - project administration
  - construction inspection
  - final "as built" measurements
  - bedrock blasting and removal
  - storm sewer house laterals
  - storm water ponds

The Developer shall pay all costs of the storm water infrastructure installation during construction, and shall keep an accurate account of all costs certified by the project engineer or other construction professional responsible for supervising the construction of the Development and retained by the Developer. Final accounting of the actual costs of those items covered by the Storm Water Infrastructure Fee will be settled upon completion and City acceptance of such construction. The Developer shall advance the costs of the public storm water infrastructure installation during construction. Final costs of the storm water infrastructure installation as certified at the completion of the subdivision construction, shall be credited against the Storm Water Fee and paid by the Developer. To the extent that installation costs exceed the Storm Water Fee, the City shall reimburse Developer the difference. To the extent that Developer has paid less in installation costs than is due under the Storm Water Fee, the Developer shall pay the City the difference within 30 days of billing by the City.

3. **Storm Water Ponds.** Storm water ponds will not be constructed in this Development and instead, storm water will be managed via a storm water pond in Nature Trail Subdivision. The storm water pond in Nature Trail Subdivision has additional capacity and is owned by the City. The City will charge the Developer a fee in-lieu of constructing a storm water pond in the amount of \$4,500 per acre as described in Exhibit 3.
4. **Storm Water Management.** The Developer shall pay a storm water management, erosion control, plan review and inspection fee of \$200 per plat plus \$75 per lot (Exhibit 2) to cover the City's costs for plan review and inspection of storm water management and erosion control methods and practices.
5. **Water Main within the Subdivision Plat.** The Developer shall pay the full cost of water mains and water services within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The Developer shall provide the Water Utility a complete accounting of all costs related to the installation of the water main and appurtenances within the Development. The Neenah Water Utility shall own and maintain the water mains and appurtenances inside the



Development. The water service to each residence shall be installed by the Developer and owned by the resident. The Neenah Water Utility shall maintain the service from the water main to and including the curb box. Maintenance from the curb box to the house shall be the responsibility of the resident. The Developer shall pay for Neenah Water Utility inspection and testing during installation of the water main inside the Development as detailed in Exhibit 4.

6. **Breezewood Lane Water Main Deferred Assessment.** A deferred assessment for the installation of an oversized water main along Breezewood Lane is to be collected as part of this Development and as described in Exhibit 4.
7. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is requiring the installation of oversized water main within the Development to accommodate future water supply needs. The Neenah Water Utility shall reimburse the Developer for the additional cost attributable to installing a 16-inch water main rather than the 10-inch water main required by the Water Utility's design and construction standards. Utility staff will work with the Developer to estimate the cost difference for labor and materials to install the 16-inch water main versus the 10-inch water main. An estimate of the oversizing reimbursement is included in Exhibit 4.
8. **Sanitary Sewer Within the Subdivision Plat.** Developer shall pay the full cost of installing all sanitary sewer mains and sanitary sewer laterals within the plat including those that may front on all dedicated public lands, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. If needed, the installation of an oversized sewer main required by the City shall be reimbursed to the Developer as detailed in Exhibit 7.
9. **County Highway G Sanitary Sewer Deferred Assessment.** A deferred assessment for the installation of an oversized sanitary main along County Highway G is to be collected as part of this Development and as described in Exhibit 7.
10. **Streets, Curb and Gutter and Sidewalks Within the Subdivision Plat.**

*Street Grading/Graveling:* The Developer shall pay the full cost of grading/graveling all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. The City shall establish and enforce spring load limits on all gravel streets.

*Gravel Street Maintenance:* Prior to the date of City acceptance, as described below, the Developer shall be completely responsible for all gravel street maintenance including but not limited to: removal of mud, dust and other non-granular deleterious material on an "as needed" basis, periodically adding granular material necessary to re-establish the true line and grade and cross section of the street, cleaning out catch basins and periodically on an "as needed" basis regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel, and providing any City mandated dust control. If during the time prior to the City accepting maintenance responsibility, the Developer fails to maintain the gravel streets in a manner acceptable to the City, the City shall, after a 48-hour notice to the Developer, perform the required maintenance on the gravel street and bill all costs for this maintenance work to the Developer.

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat on all streets within the plat, including those streets that may front on all dedicated public land and outlots, including but not limited to, parks, schools, dedicated public wetlands and open spaces, detention ponds and other public areas. Cost for said two-inch mat construction shall be prepaid, or escrowed, by the Developer based on estimated costs for similar construction. In the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Cardinal Plat (See Exhibit 5).

In the year following the installation of utilities and gravel as provided for above, and after the

gravel street and utility trenches have been subject to a winter “freeze-thaw” cycle and settled, the Developer shall grade and remove all mud and non-granular deleterious materials, re-shape and fine grade the gravel street, and add any required gravel to re-establish the true, designed grade, profile and cross section of the gravel streets. The City shall then install a two-inch asphalt mat surface on the streets. The City shall establish and enforce spring load limits on all asphalt mat streets.

*Final Street.* When installed, curb/gutter and final street pavement shall be assessed 100% by the City to the adjacent lot owners of record with the exception that all costs associated with installation of curb/gutter and permanent pavement that front all public lands, including but not limited to: parks, greenspace, trails, outlots, and detention ponds shall be prepaid, or escrowed, by the Developer based on estimated costs for new street construction. Once public improvements anticipated by this paragraph are installed, in the event that actual costs are less than the escrowed fund, any such excess of the escrowed funds shall be returned to Developer. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Cardinal Plat (See Exhibit 5).

*Sidewalks:* The Developer shall pre-pay or escrow the estimated cost for installing sidewalk at the following locations: 1) on both sides of Lone Oak Drive; 2) along lots 12 and 13 on Cardinal Circle; 3) along Lot 2 on Paintbrush Road. Said sidewalk shall be installed by the City in conjunction with construction of the Two-inch Asphalt Mat, described above, unless otherwise scheduled with the approval of the City. The lot owner of record for lots that develop and install sidewalk prior to the scheduled construction of sidewalk in the subdivision shall be reimbursed from the pre-paid or escrowed funds an amount equal to the estimated cost of sidewalk installation for that lot. (See Exhibit 5).

11. **Contract Procedures.** The Developer’s engineer shall prepare the contract documents, construction plans and specifications, let the contracts, and provide all supervision, and all contract administration for the installation of sanitary sewer, storm sewer, water main, grading and graveling, and all appurtenances and shall bill the Developer for these services. The Developer’s design engineer shall perform the construction staking. All plans and specifications for the improvements shall be consistent with City specification standards. The City shall review for approval all plans, specifications and contract documents in a timely manner. The City shall provide all construction inspection and shall bill the Developer for these services. Notwithstanding anything to the contrary in this agreement, construction inspection services by the City is not intended to, nor does it provide any guaranty of performance. The inspection services provided for by the City are for the City’s benefit and may be relied upon only by the City. In the event that Improvements installed by the Developer do not operate properly even after inspections by the City, it shall remain the Developer’s responsibility, at the Developer’s sole cost, to correct any deficiencies so that the Improvements are working properly before the City is obligated to accept the Improvements as part of the public infrastructure.
12. **Park Dedication.** [Intentionally left blank]
13. **Outlots and Public Parks.** Outlot #1 within the Development shall be dedicated as Public Open Space. The land will be dedicated to the City on the Final Plat and the City will purchase the land as a credit towards the development fees in this agreement at a cost of \$1,000 per acre or \$6,017.40.
14. **Sewer Cleaning and Televising Inspection.** Upon completion of installation of grading and graveling and prior to final acceptance by the City, the Developer shall clean all sanitary and storm sewer mains, all catch basin leads and all back yard drain pipes using a City approved sewer cleaning contractor utilizing modern “jet trucks” of adequate horsepower and capacity. Upon completion of sewer cleaning all sewer mains and back yard drainpipes shall be televised in color and the televising records provided to the City in a City-approved electronic format. Catch basin leads do not need to be televised but all leads must be cleaned and lamped and their condition

verified in a written report. All catch basins and back yard drains shall be cleaned of gravel and debris.

15. **Public Improvements Dedication.** The Developer agrees to convey by deed or dedication to the City all the streets, roads, courts, avenues, drives, public ways and parks in the Plat. Developer further agrees to convey the public access ways and storm water detention ponds by deed to the City. All public improvements contemplated in the final plat shall be constructed within areas to be dedicated to the City either by deed, dedication or easement as contemplated in the final plat and this agreement. The City agrees to accept the dedication of all the Public Improvements in the Plat, whether by deed, dedication or easement subject to the City's Acceptance of the Public Improvements provided they are constructed according to the City's specifications and in accordance with and subject to the terms of the City's Subdivision Ordinance.

16. **Utilities.** The Developer shall pay the entire cost associated with installation of underground gas, electric, telephone and cable TV utilities and street lights throughout the entire development including the cost of installing utilities and street lights adjacent to detention ponds, parks, outlots, green space, trails and other public lands. Streetlights are required and the Developer shall be responsible for requesting the street lighting system from utility company. The street lighting plan, electrical distribution plan, and natural gas layout shall be designed by the utility company and approved by the City.

Standard street lighting shall be wood poles with LED fixtures. The City shall pay the utility company the monthly electrical charge for standard street lighting. The developer shall be responsible for all additional costs associated with installation of a decorative street lighting system by the utility company. In addition, the developer shall also be responsible for the monthly charges for a decorative system that are in excess of the monthly charges for a standard system through payment to the City of the present value of the cost difference. The Developer shall coordinate with the City any street lighting requested beyond the standard.

17. **Off-Site and Other Existing Improvements.** [Intentionally left blank]

18. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$150.00 per lot. This terrace tree contribution shall be paid by the Developer, on a per lot basis at the time of final closing of each lot sale. The subdivision plat shall note on its face "\$150.00 per lot 'Terrace Tree' contribution". This contribution will be deposited in the "City of Neenah Carpenter Tree Fund Trust" tax-exempt account and will be used to plant trees on the street terraces within the subdivision at the time curb and gutter is installed (Exhibit 6).

19. **Building Permits.** Provided Developer has installed water mains, storm sewer, sanitary sewer and gravel base to a given lot and guarantees of installation have been provided for electric, gas, phone and cable services, Developer and/or Developer's assigns and successors in interest shall be permitted to obtain building and erosion control permits for such lot.

20. **Plan Review and Construction Inspection.** The Developer shall pay a fee for plan review and construction inspection of proposed improvements as outlined in Exhibit 7. Said Fee shall be based on \$1,475 for plan review and an estimated \$4,800 for inspections by City staff. Actual costs shall be determined based on actual time spent by City Staff. In the event that the City, in its sole discretion, determines that it requires the assistance of either outside consultants to review plans or provide for construction inspection services, the Developer shall pay the actual cost of such outside consulting services plus 10% for administration.

21. **Damages.** The Developer shall repair or replace, as directed by the City and to the City's satisfaction, at Developer's own cost, any damage caused by the installation of the improvements.

22. **City Costs.** [Intentionally left blank]

23. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is

attached hereto as Exhibits 2-7 and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sanitary Sewer Interceptor Fee and Storm Water Infrastructure Fee. The total of the estimate of costs provides the basis for determining the amount of the escrow. The Developer shall submit a payment to be held in a City escrow account in the amount of **\$109,455.00**. The escrow amount is based on the amounts shown in Exhibit 5.

24. **Financing Alternative.** [Intentionally left blank]

25. **Consistency With Adopted Ordinances and Resolutions.** The City represents that this Agreement and the terms and conditions contained herein are consistent with adopted ordinances and resolutions on the subject matter.

26. **Merger; Successors and Assigns.** This Agreement along with Exhibits sets forth the entire understanding of the parties relative to its subject matter and supersedes and merges any and all prior communications, negotiations and agreements, oral or written. The terms of this Agreement shall survive any closing involving the transfer of lots to any grantee and shall not merge with the deed. The terms and conditions of this Agreement shall be binding on successors and assignees of the Developer.

27. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

28. **Severability.** It is understood and agreed that the provisions of this agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions contained herein shall not affect the validity and enforceability of the other provisions contained herein.

29. **Modification.** This agreement may not be modified or amended, except in writing, with the written consent of both the City and the Developer.

30. **Notices.** Any notices required under this agreement shall be deemed made as of the date deposited in the US mail, postage prepaid and addressed to the following.

If to the City:

Director of Public Works  
City of Neenah  
211 Walnut Street  
Neenah, WI 54956

If to Developer:

Cardinal-Neenah, LLC  
Attn: Peter J. Prickett  
376 Wyldewood Dr. Unit E  
Oshkosh, WI 54904

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF NEENAH

CARDINAL-NEENAH, LLC

\_\_\_\_\_(SEAL)  
Dean R. Kaufert, Mayor

\_\_\_\_\_  
Peter J. Prickett, Member

Attest: \_\_\_\_\_(SEAL)  
Patricia A. Sturn, City Clerk

ACKNOWLEDGMENT  
STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

AUTHENTICATION  
Signature(s) of Dean R. Kaufert, Mayor and Patricia A. Sturn, City Clerk authenticated this \_\_\_\_ day of \_\_\_\_\_, 2019.

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2019 the above- named Peter J. Prickett who acknowledged that he is a member of

---

James G. Godlewski  
Title: Member State Bar of Wisconsin

Cardinal-Neenah, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Cardinal-Neenah, LLC's behalf.

---

Notary Public, \_\_\_\_\_ County, Wisconsin.  
My commission is permanent.  
(If not, state expiration date: \_\_\_\_\_)

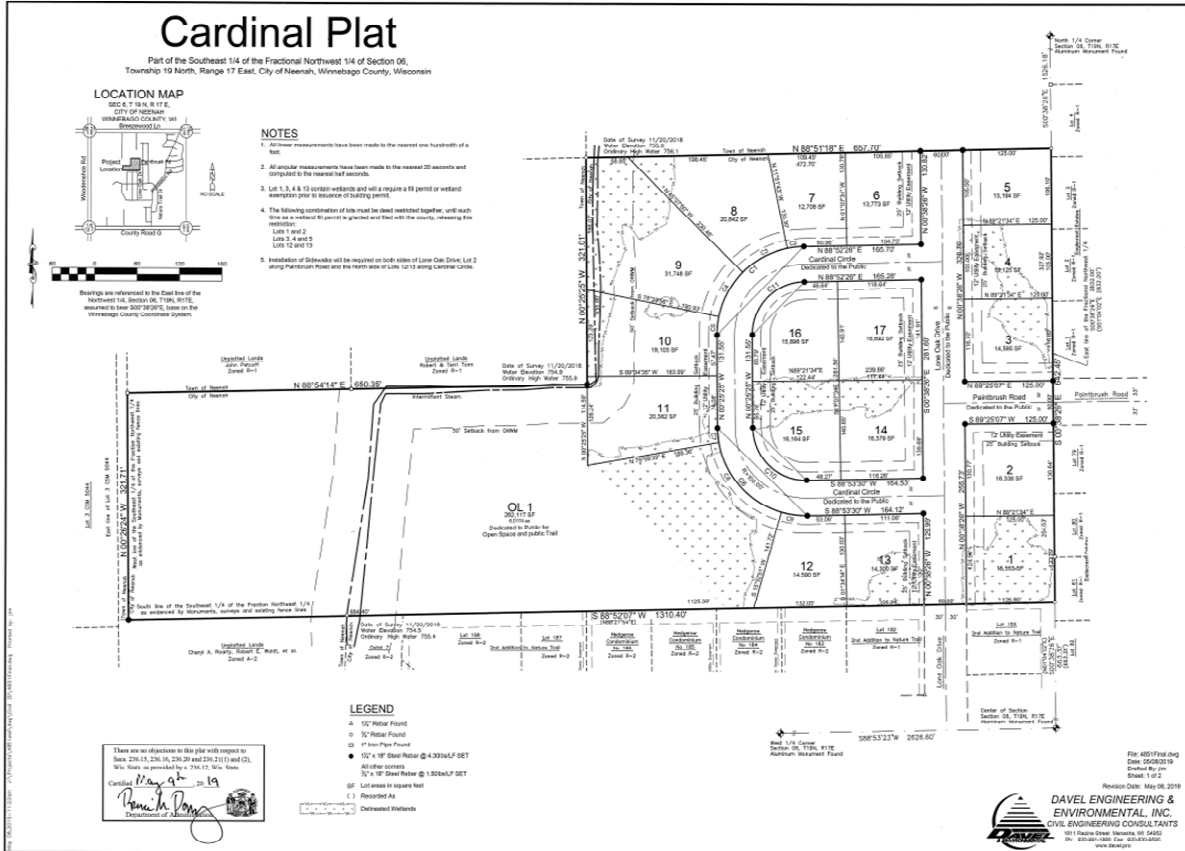
THIS INSTRUMENT DRAFTED BY:

James G. Godlewski, City Attorney  
211 Walnut St., Neenah, WI 54956

(SIGNATURES MAY BE AUTHENTICATED OR  
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

DRAFT

# Exhibit 1 Cardinal Plat Plat Map



# Exhibit 1 (continued) Cardinal Plat Plat Map

## Cardinal Plat

Part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 06,  
Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin

### Surveyor's Certificate

I, James B. Bennett, professional land surveyor, hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Neenah, and under the direction of Cardinal-Neenah, LLC, owner of said land, I have surveyed (describe and map) Cardinal Plat, that said plat correctly represents all relevant boundaries and the subdivisions of the land surveyed, and this said plat is part of the Southeast 1/4 of the Fractional Northwest 1/4 of Section 06, Township 19 North, Range 17 East, City of Neenah, Winnebago County, Wisconsin, containing 822.218 Square Feet (14.5192 Acres) of land described as follows:

Commencing at the North 1/4 corner of Section 06, Thence, along the East line of the fractional Northwest 1/4 of said Section 06, 500.00'±, 102.00'± North to the point of beginning; Thence, continuing along said East line, 500.00'±, 542.45'± East to the North line of 2nd Addition to Nature Trail, Thence, along said North line and the extension thereof, 500.00'±, 117.00'± East to the Southeast corner of the Southeast 1/4 of said Fractional Northwest 1/4, an unadjoined tract, along the West line of said Southeast 1/4 of the Fractional Northwest 1/4 as evidenced, N02°24'24" W, 221.71'± East, thence N68°14'45" E, 80.00'± East, thence N02°22'24" W, 221.01'± East to the Southwest corner of said 1/4 Section 06, thence along South line of said Lot 1, N89°11'18" E, 607.70'± East to the point of beginning.

Client under my hand this \_\_\_\_\_ day of \_\_\_\_\_

James B. Bennett, Wisconsin Professional Land Surveyor No. 32892

### Owner's Certificate of Dedication

Cardinal-Neenah, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby certify that said limited liability company created the land described on this plat to be surveyed, platted, mapped and dedicated as represented on this plat.

Cardinal-Neenah, LLC, does further certify this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

City of Neenah  
Winnebago County Planning and Zoning Department  
Department of Administration

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

In the presence of Cardinal-Neenah, LLC

By \_\_\_\_\_  
Title \_\_\_\_\_

State of Wisconsin  
County \_\_\_\_\_

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the above owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Notary Public, Wisconsin. My Commission Expires \_\_\_\_\_

### Utility Easement Provisions

An easement for electric, natural gas, and communications service is hereby granted by

Cardinal-Neenah, LLC, Grants to

Wis. Energies, Gaslines,  
SBC America, Gaslines,  
and  
Winnebago Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as Wisconsin Gaslines,  
Gaslines,  
SBC Gaslines,  
and  
The Neenah Cable, Gaslines

Their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same in now or may hereafter be used, all as more fully shown, shown and upon the property shown on the plat contained in "Utility Easement Awar" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, under and beneath the surface of each to serve improvements, present or in adjacent lots, also the right to run or set above lines, break and rods as may be reasonably required incident to the rights herein given, and the right to enter upon the subject property for all such purposes. The easement herein is necessary to cause to have installed, the property, as newly as is reasonably possible, to the condition existing prior to such entry by the Gaslines or their agents. This easement, however, does not apply to the retail installation or use of underground under above ground electric lines, natural gas facilities, or telephone and cable TV facilities or to any lines, drains or rods which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Gaslines facilities in it, over to limit the property within the time stated "Utility Easement Awar" without the prior written consent of Gaslines. After installation of any such facilities, the grade of the subject property shall not be altered by more than four inches without written consent of Gaslines.

The grant of easement shall be binding upon and to the benefit of the heirs, successors and assigns of all parties herein.

Cardinal-Neenah, LLC

Managing Member \_\_\_\_\_ Date \_\_\_\_\_

### Common Council Resolution

Resolved, Cardinal Plat, in the City of Neenah is hereby approved by the Common Council on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Mayor \_\_\_\_\_ Date \_\_\_\_\_

Clerk \_\_\_\_\_ Date \_\_\_\_\_

### City of Neenah Planning Commission Approval Certificate

Cardinal Plat is hereby approved by the City of Neenah Planning Commission.

Planning Commission Representative \_\_\_\_\_ Date \_\_\_\_\_

### Treasurer's Certificate

This, being the duly elected, qualified and acting Treasurer of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unrecorded tax sales and unpaid taxes, or special assessments on and of the land included in this subdivision plat.

County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

City Treasurer \_\_\_\_\_ Date \_\_\_\_\_

This Plat is contained wholly within the property described in the following recorded instrument:

Owners of record: \_\_\_\_\_ Recording information: \_\_\_\_\_ Parcel No(s): \_\_\_\_\_  
Cardinal-Neenah, LLC, Doc. No. \_\_\_\_\_ 2142-010025

Chain	Point Number	Chain Number	Distance	Bearing	Corner Name	Corner Name
171	120.07	N 44°17'11" E	175.00	S 84°42'	N 02°22'24" W	N 89°11'18" E
172	120.07	N 89°11'18" E	221.01	S 24°45'	N 02°22'24" W	N 89°11'18" E
173	120.08	N 89°11'18" E	71.00	S 84°42'	N 02°22'24" W	N 89°11'18" E
174	120.08	N 89°11'18" E	71.00	S 84°42'	N 02°22'24" W	N 89°11'18" E
175	120.08	N 89°11'18" E	25.18	S 22°12'	N 02°22'24" W	N 89°11'18" E
176	120.08	N 89°11'18" E	171.00	S 84°42'	N 02°22'24" W	N 89°11'18" E
177	120.08	N 89°11'18" E	20.00	S 22°12'	N 02°22'24" W	N 89°11'18" E
178	120.08	N 89°11'18" E	20.00	S 22°12'	N 02°22'24" W	N 89°11'18" E
179	120.08	N 89°11'18" E	150.00	S 84°42'	N 02°22'24" W	N 89°11'18" E
180	120.08	N 89°11'18" E	80.00	S 84°42'	N 02°22'24" W	N 89°11'18" E
181	120.08	N 89°11'18" E	142.70	S 84°42'	N 02°22'24" W	N 89°11'18" E
182	120.08	N 89°11'18" E	104.47	S 84°42'	N 02°22'24" W	N 89°11'18" E

Revision Date: May 09, 2019  
Dwg. #2142-010025-01  
Scale: 1/8" = 1'-0"  
Checked By: jbn  
Sheet 2 of 2

There are no objections to this plat with respect to  
Books 214, 12, 214, 16, 214, 20 and 214, 211 (and 12),  
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Cardinal-Neenah, LLC  
Managing Member  
Date

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
CIVIL ENGINEERING CONSULTANTS  
3811 Hudson Street, Neenah, WI 54956  
PH: 920.844.1885 Fax: 920.844.0560  
www.davel.com



**Exhibit 2  
Cardinal Plat**

**Fee Schedule**

Total Developable Acres (Excludes wetlands and Outlot 1) = 7.5  
Total Lots = 17

1. Subdivision Fee: \$1,000/acre x 7.5	\$7,500.00
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 7.5	\$7,500.00
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$1,475.00
<hr/>	
<b>Total Fees Due Upon Billing</b>	<b>\$16,475.00</b>



**Exhibit 3  
Cardinal Plat**

**Storm Sewer Cost  
Public Infrastructure  
(Estimated)**

1. Acreage	
Total Developable Acres	7.5
2. Storm/Infrastructure Construction Costs	
Total Private (Developer) Costs (estimated)	\$16,700.00
Total Public Costs (estimated)	\$82,290.00
Total Construction Costs (estimated)	<u>\$98,990.00</u>
3. Summary Public Infrastructure Costs	
Developer Storm Fee Due City (\$5,000/ac x 7.5)	\$37,500.00
Public Storm Sewer Funded by Developer (estimated)	\$82,290.00
<b>Balance Due Developer for Public Storm Sewer     Funded by Developer (estimated)</b>	<u><b>\$ 44,790.00</b></u>
4. Stormwater Pond Payment In-Lieu	<u>\$ 11,239.67</u>

**NOTE:** The final amount due under this exhibit shall be determined based on an "as-built" cost determination at the conclusion of construction of the public improvements contemplated by this agreement.

**Exhibit 4  
Cardinal Plat**

**Water Main Costs  
Public Infrastructure  
(Estimated)**

1. Oversized Water Main Costs Due Developer (estimated) 16 inch water main and valves	\$42,025.20
2. Installation Inspection Fee Due Water Utility (estimated)	\$2,500.00
3. Breezewood Lane Water Main Deferred Assessment (7.5 acres/ 119.776 acres) x \$61,125	\$3,827.45
<hr/>	
<b>Total Due Water Utility at the time of billing</b>	<b>\$6,327.45</b>

**Exhibit 5  
Cardinal Plat**

**Escrow/Prepayment**

**Future Street and Sidewalk**

1.	Two Inch Asphalt Mat 1,633 feet x \$35/centerline foot	\$57,155.00
2.	Sidewalk Installation 1,452 feet x \$25/linear foot	\$36,300.00
3.	Final Street: Non-Assessable Frontage Cardinal Circle: 160.0 feet x \$100/assessable foot Outlot 1	\$16,000.00
<hr/>		
	<b>Total Prepayment/Escrow required</b>	<b>\$109,455.00</b>

**Exhibit 6  
Cardinal Plat**

**Terrace Tree Contribution**

1.	Terrace Tree Contribution: \$150/lot x 17 lots	\$2,550.00
	Amount due City upon each Cardinal Plat lot closing	\$150.00
	<b>Total amount due upon each Cardinal Plat lot closing</b>	<b>\$150.00</b>

DRAFT

**Exhibit 7  
Cardinal Plat**

**Oversize Sanitary Sewer**

**Estimated Developer's Cost Due City**

Sanitary Sewer CTH G Deferred Assessment  
\$1,512.05 x 7.5 acres \$11,340.38

Installation Inspection Fee Due Water Utility (estimated) \$ 4,800.00

---

**Total Due at the time of billing \$16,140.38**

DRAFT

**Exhibit 8  
Cardinal Plat**

**Summary of Developer's Costs and Financing and Financing Per Lot**

Estimated Developer's Cost Due at Billing

Exhibit 4:	Inspection Fee – Water Utility (Estimate)	\$ 2,500.00
Exhibit 7:	Construction Inspection Fees (Estimate)	<u>\$ 4,800.00</u>

Estimated Public Storm Sewer Reimbursement Due Developer

Exhibit 3:	Public Storm Sewer (Estimate)	\$44,790.00
------------	-------------------------------	-------------

Estimated Oversized Water Main

Exhibit 4:	16 inch water main and valves reimbursement (est.)	\$42,025.20
------------	--	-------------

Estimated Developer's Costs to be Financed by City of Neenah (No Interest Due)

Exhibit 2:	Subdivision Fee	\$ 7,500.00
	Oversized Sanitary Fee	\$ 7,500.00
	Storm Water Management Fee	\$ 1,475.00
Exhibit 6:	Terrace Tree Contribution (\$150.00 x 17 lots)	\$ 2,550.00
Exhibit 4:	Breezewood Water Main Deferred Assessment	\$ 3,827.46
Exhibit 7:	CTH G Sanitary Sewer Deferred Assessment	\$11,340.38
Exhibit 3:	Stormwater Pond Payment In-Lieu	\$11,239.67
Exhibit X:	Outlot 1 Payment to Developer (\$1,000/Acre)	\$ (6,017.40)
	<b>Total to be financed by City (estimated)</b>	<b>\$39,415.10</b>

**Special Assessment Applied To  
Each Lot (estimated) and Due at Lot Closing**      **\$ 2,318.54**  
( $\$39,415.10/17 \text{ lots} = \$2,318.54/\text{lot}$ )

Developer's Future Costs, Line of Credit (escrow) Required

Exhibit 5:	Two-Inch Asphalt Mat	\$ 57,155.00
	Sidewalk Installation	\$ 36,300.00
	Final Street Non-Assessable Frontage	<u>\$ 16,000.00</u>
	<b>Total Escrow Required</b>	<b>\$109,455.00</b>