



**City of Neenah**  
**Board of Public Works Agenda**  
**Tuesday, January 9, 2024 at 12:00PM**  
**Hauser Room**  
**Neenah City Hall**  
**211 Walnut Street**

**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 December 19, 2023 meeting. (Minutes can be found on the city website)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
  - A. Community Development
    1. Development and Fee Agreement for the 1<sup>st</sup> Addition to Freedom Acres Subdivision. (Attachment)
  - B. Public Works
    1. Pay Request No.6, Contract 1-23, Sanitary Sewer, Water Main and Street Construction, Burr Avenue, Chestnut Street, Dieckhoff Street, and Laudan Boulevard, to Don E Parker Excavating, Inc., in the amount of \$224,260.58. (Attachment)
    2. Final Pay Request, Contract 3-23, Concrete Pavement and Sidewalk Repair, Al Dix Concrete, in the amount of \$275,745.67. (Attachment)
    3. Final Pay Request, Contract 6-23, Sanitary & Storm Sewer, Water Main and Street Construction, Columbian Avenue, to Donald Hietpas & Sons, Inc., in the amount of \$91,557.29. (Attachment)
    4. Change Order No.1, Contract 10-23, for stone, fill and compacting oil tank oil hole in City Hall Parking Lot, to Northeast Asphalt, Inc., in the amount of \$2,915.00. (Attachment)
    5. Change Order No.2, Contract 10-23, for an extra 2,124.90 sf. HMA, for driveways in Freedom Acres and Homes at Freedom Meadows, to Northeast Asphalt, Inc., in the amount of \$7,437.15. (Attachment)
    6. Final Pay Request, Contract 10-23, Parking Lot Resurface at Marketplace and City Hall, 2-Inch Asphalt Mat Overlay in Freedom Acres and Homes at Freedom Meadows, and Library Bumpout, to Northeast Asphalt Inc., in the amount of \$25,343.10. (Attachment)
    7. Final Pay Request, Contract 9-23, Epoxy Pavement Marking, to Century Fence, Inc., in the amount of \$63,720.37. (Attachment)
- V. Any announcements/questions for the Board.
- VI. Adjournment.

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 e-mail [clerk@neenahwi.gov](mailto:clerk@neenahwi.gov) at least 48 hours prior to the scheduled meeting or event to request an accommodation.

**Minutes of the Board of Public Works Meeting  
Tuesday, December 19, 2023 at 10:00 AM**

**MEMBERS PRESENT:** Mayor Lang, Director of Community Development & Assessment Haese, Public Works Director Kaiser, City Attorney Rashid, and Aldermen Hillstrom and Lendrum. Director of Finance Rasmussen was excused.

**ALSO PRESENT:** City Clerk Nagel.

**CALL TO ORDER:** Mayor Lang called the meeting to order at 10:05 AM.

I. Approval of the minutes of the November 28, 2023 meeting. (Minutes can be found on the city website)  
**MSC Hillstrom/Rashid to approve the meeting minutes as presented, all voting aye.**

II. Appearances.  
None.

III. Unfinished Business.  
None.

IV. New Business.

A. Public Works

1. Final Pay Request, Contract 5-23, Street, Curb & Gutter, Sidewalks, and Apron Construction for Arthur Plat, Cardinal Plat, Integrity Acres, and Liberty Heights, to MCC, Inc., in the amount of \$752,615.65.

**MSC Kaiser/Haese to recommend Council approve Final Pay Request, Contract 5-23 as presented, all voting aye.**

Discussion: The project came in below contract. The main reason was the level of excavation was less than what was expected in the new subdivision. The special assessments will be affected due to the cost savings.

2. Final Pay Request, Contract 11-23, Street Construction on Brookwood Dr., Fairwood Dr., Hunt Ave, to Northeast Asphalt, Inc., in the amount of \$71,239.02.

**MSC Kaiser/Lendrum to recommend Council approve Final Pay Request, Contract 11-23 as presented, all voting aye.**

Discussion: The project came under the contract amount mainly because the subgrade was in better condition than expected and less replacement of curb and sidewalk was required. The city engineer inspects the road pavement with the assistance city crew to determine what areas need to be replaced. Do to the inspection results, less areas needed to be replaced than originally thought. The same process is used for curb and gutter.

V. Any announcements/questions for the Board.  
Special assessment calculations will be complete and mailed in the next couple of weeks. First payment will be due on the 2024 taxes.

VI. Adjournment.

**MSC Hillstrom/Kaiser to adjourn, all voting aye. Meeting adjourned at 10:13 AM.**

Respectfully Submitted,

*Charlotte K. Nagel*

Charlotte Nagel  
City Clerk

Report

Report



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

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**DATE:** January 8, 2024  
**TO:** Board of Public Works  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Development Agreement – First Addition to Freedom Acres Subdivision

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The Community Development Department, Department of Public Works and the Neenah Water Utility have negotiated a Development Agreement with Van Sistine Homes, LLC for the First Addition to Freedom Acres Subdivision. As with all residential subdivisions in the City, the Development Agreement identifies the terms and responsibilities of the Developer and City and identifies the required fees and costs for developing in the City.

The proposed plat includes 48 single-family residential lots located west of Honor Street and north of County Highway G. The land is zoned R-1, Single-Family Residence District. This subdivision is the second phase of the Freedom Acres subdivision located directly east of the proposed development.

The Developer is responsible for installing public utilities (water, sanitary sewer, and storm water). Water main is proposed to be oversized to accommodate future development west of the development. The costs associated with oversized the water main will be reimbursed to the developer by the Water Utility. The City will inspect the installation of those utilities prior to accepting them as public. Additional costs are held in an escrow account such as the temporary two-inch mat along Liberty Avenue and future sidewalks along Legacy Lane, Founders Drive, and Liberty Avenue.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$254,038.52**

The Developer is responsible to pay for the following subdivision fees and costs (See Exhibit 8 of the Development Agreement for a summary):

- Subdivision Fee (\$1000/acre) - **\$28,601.50**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$28,601.50**
- Street Trees (\$200/lot) – **\$9,600**
- Storm water Management Fee (\$200+\$75/lot) - **\$3,800**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$64,094.53**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,100**) and DPW Inspection (**\$3,000**)
- Storm Water Pond Construction **\$93,414.45**

The City will reimburse the developer for the following items:

- Actual costs of oversized water mains
- Actual costs of oversized sanitary mains

**An appropriate action at this time is to recommend Common Council approve the First Addition to Freedom Acres Subdivision 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 owner of subject land and Van Sistine Homes, LLC, the developer ("Developer") of the following property lying within the City of Neenah:

Part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin, containing 1,245,880 Square Feet (28.6015 Acres) of land described as follows:

Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 825.02 feet; thence, N01°26'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N12°32'12"E, 420.65 feet; thence, N89°37'05"E, 49.59 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 180.00 feet and a chord of 77.75 feet which bears S77°54'33"E; thence, S65°26'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°51'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.16 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes at Freedom Meadows, N89°45'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°09'06"W, 6.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning

Recording Area

Return to:  
David Rashid, City Attorney  
City of Neenah, 211 Walnut Street  
Neenah, WI 54956

Parcel No.: 8-11-4000-00-05

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 (hereinafter referred to as "First Addition to Freedom Acres" or the "Development"); and

WHEREAS, [Exhibit 1](#) shows the Development 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 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:

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 Improvements to the Development as more particularly detailed in [Exhibit 2](#). As subsequent phases are developed, the Developer shall be billed for the sewer fee and the subdivision fee at the established rate in effect at the time of platting.
2. **Storm Water Infrastructure Fee.** The Developer shall pay a storm water infrastructure fee in the amount of \$9,000.00 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 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.** This development is served by a storm water pond constructed as part of the Freedom Acres subdivision (Outlot 1 in the Freedom Acres subdivision). The City recognized that the pond constructed for that development would serve areas outside of that development and held a portion of that construction cost as a deferred assessment against other served areas. The proposed subdivision was noted as Phase III of the subdivision concept plan approved by the City's Plan Commission on August 20, 2020. [Exhibit 3](#) outlines the share of the pond cost attributed to the Development.
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 to furnish and install 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. Upon acceptance, Neenah Water Utility shall take ownership of and maintain the water mains and related 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. **Oversize Water Main Installation and Reimbursement.** The Neenah Water Utility is proposing an oversized water main within the Development to accommodate future development water supply needs. Upon approval by the Neenah Waterworks Commission, 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](#).
7. **Oversize Water Main Fee.** The Neenah Water Utility has established a fee in the amount of \$2,240.95/acre. The Oversize water main fee is an area-wide assessment based on the cost to install oversized water main and infrastructure to boost water pressure in the proposed development. See [Exhibit 4](#) for more details.
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](#). Sanitary sewer main over 10" in diameter and installed at a depth of greater than 13 feet is eligible for reimbursement as are sanitary lateral risers associated with sewer main installation deeper than 13 feet.
9. **Purchase Price.** Per Document number 1826908 recorded in the Winnebago County Register of Deeds office, the City purchased the subject land with the intent of selling the land to the Developer based on the agreed-upon schedule within the Development Agreement. The Developer agrees to purchase the subject land (Second Addition to The Homes at Freedom Meadows) which accounts for 19.9398 acres at a price of \$8,882/acre for a total sales price of \$177,105.30. This amount is due to the City prior to the City signing the Final Plat. See [Exhibit 2](#) for more information.
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 (hereinafter "Temporary Gravel Street"). The City shall establish and enforce spring load limits on all gravel streets.

*Reclaimed Asphalt Streets:* The Developer shall place two inches of compacted reclaimed asphalt in place of the top two inches of gravel on the following streets:

- Founders Street
- Loyal Drive
- Legacy Lane

*Gravel Street Maintenance:* Prior to construction of the Final Street, 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;
- place calcium chloride dust control treatment on the streets semi-annually;
- cleaning out catch basins;
- regrading and filling all potholes, settled areas and areas where traffic has disturbed the gravel periodically on an “as needed” basis;
- provide 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 or use funds from the gravel street maintenance escrow. Any excess funds left in the escrow shall be returned to the developer after the final street is installed..

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat (hereinafter “temporary Asphalt Street”) on the following streets within the plat,

- *Liberty Avenue*

This shall include the cost of 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 (hereinafter “Temporary Asphalt Street”). 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 the adjacent lot owners of record at the time of the final payment for the work. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in Development (See [Exhibit 5](#)).

In late spring or early summer 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 on the identified 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.

Should the City determine that it is in its best interests to place a temporary two-inch asphalt mat on streets within the plat not initially identified in this Agreement, 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 special assessed against the individual lots in the Development.

*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 lot owners of record at the time of final payment for the work. In the event that the escrow is insufficient, then the City reserves the right to special assess the shortage against the individual lots in the

Development (See [Exhibit 5](#)).

*Sidewalks:* The Developer shall pre-pay or escrow the estimated cost for installing sidewalk at the locations identified in [Exhibit 5](#). 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.

*Temporary Character of Streets.* In no manner shall the City or the Developer regard or consider either the Temporary Gravel Streets or the Temporary Asphalt Streets of the Development as permanent or final street for purposes of Municipal Code Sec. 26-126, and the public is hereby notified of property owners' special assessment responsibilities thereunder.

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, proper or satisfactory, 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 and in full compliance with all applicable standards before the City is obligated to accept the Improvements as part of the public infrastructure.
12. **Outlots and Public Parks.** [Intentionally left blank]
13. **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 backyard 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 backyard drains shall be cleared of gravel and debris.
14. **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.
15. **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.

16. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
17. **Terrace Trees Contribution.** The Developer shall pay a terrace tree contribution in the amount of \$200.00 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 "\$200.00 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](#)).
18. **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.
19. **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 \$3,800 for plan review and an estimated \$8,100 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.
20. **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 to any public or private property by the installation of the improvements.
21. **City Costs.** [Intentionally left blank]
22. **Estimated Cost Summary Escrow Payment.** The estimate of costs paid by the Developer is attached hereto as Exhibits 2-7 (Summarized in [Exhibit 8](#)) and shows the items and estimated amounts to be paid by the Developer, including the basis for the Sewer Fee and Storm Water 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 **\$323,230**. The escrow amount is based on the sums shown in [Exhibit 5](#).
23. **Financing Alternative.** As an alternative to the payment of various fees and costs as outlined in this Agreement, the Developer may elect to pay the fees provided in sections [1](#), [2](#), [4](#), [7](#), and [18](#) proportionally on a per lot basis (excluding outlots) as summarized in [Exhibit 8](#). The Developer shall indicate, in writing, whether the per lot fee would be paid to the City when the lot is sold to a third party and collected at time of lot closing, or the fee would be collected at the time a building permit is issued. The owner of any lot for which the fees have not been paid by January 1, 2030, shall be issued a bill for the unpaid balance on the individual lot. Developer specifically agrees to

waive all assessment procedures, including the right to notice and hearing, pursuant to Wis. Stat. §66.0703(7)(b) and hereby consents to the imposition of the fees and costs anticipated by this Agreement as special assessments against the property in the Development.

- 24. **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.
- 25. **Merger; Successors and Assigns.** This Agreement, together with all referenced and attached 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.
- 26. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin and the venue for resolution of any legal action commenced to enforce same shall be in the Wisconsin Circuit Court for Winnebago County.
- 27. **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, remaining provisions contained herein.
- 28. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
- 29. **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:

Van Sistine Homes, LLC  
Attn: Richard Van Sistine III  
203 W Wisconsin Suite 202  
Neenah, WI 54956

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF NEENAH

VAN SISTINE HOMES, LLC

\_\_\_\_\_(SEAL)  
Jane Lang, Mayor

\_\_\_\_\_  
Richard C. Van Sistine III, Member

Attest: \_\_\_\_\_(SEAL)  
Charlotte Nagel, City Clerk

AUTHENTICATION  
Signature(s) of Jane Lang, Mayor and Charlotte Nagel, City Clerk authenticated this \_\_\_\_ day of

ACKNOWLEDGMENT  
STATE OF WISCONSIN )  
) ss.

\_\_\_\_\_, 2023.

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_  
David Rashid  
Title: Member State Bar of Wisconsin

THIS INSTRUMENT DRAFTED BY:

David Rashid, City Attorney  
211 Walnut St., Neenah, WI 54956

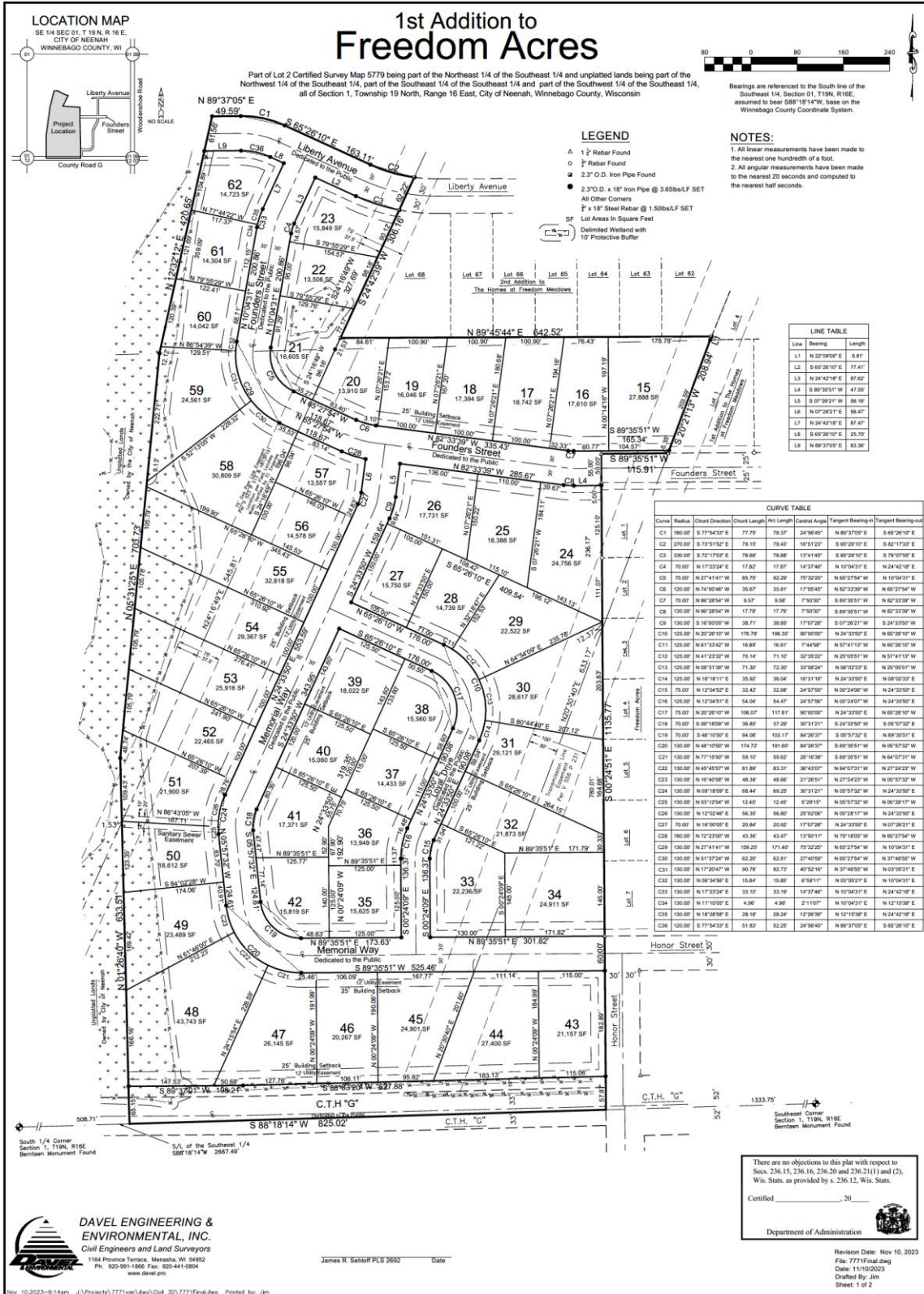
(SIGNATURES MAY BE AUTHENTICATED OR  
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 the above- named Richard C. Van Sistine III who acknowledged that he is sole member of Van Sistine Homes, LLC, a Wisconsin limited liability company, and that he is authorized to execute the foregoing instrument on Van Sistine Homes, LLC's behalf.

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

DRAFT

# Exhibit 1 First Addition to Freedom Acres Plat Map



# Exhibit 1 (continued) First Addition to Freedom Acres Plat Map

## 1st Addition to Freedom Acres

Part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin

**Surveyor's Certificate**

I, James R. Sehoff, 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 Van Sistine Homes, LLC, owner of said land, I have surveyed and mapped 1st Addition to Freedom Acres, that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is part of Lot 2 Certified Survey Map 5779 being part of the Northeast 1/4 of the Southeast 1/4 and unplatted lands being part of the Northwest 1/4 of the Southeast 1/4, part of the Southeast 1/4 of the Southeast 1/4 and part of the Southwest 1/4 of the Southeast 1/4, all of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin, containing 1,245,880 Square Feet (28,6015 Acres) of land described as follows:

Commencing at the Southeast 1/4 corner of Section 1; thence, along the South line of the Southeast 1/4 of said Section 1, S88°18'14"W, 1333.75 feet to the Southwest corner of Freedom Acres said point being the point of beginning; thence, continuing along said South line, S88°18'14"W, 823.02 feet; thence, N01°29'40"W, 633.51 feet; thence, N05°31'25"E, 703.73 feet; thence, N17°32'12"E, 428.65 feet; thence, N89°37'02"E, 68.24 feet; thence, 78.37 feet along the arc of a curve to the right with a radius of 160.00 feet and a chord of 77.75 feet which bears S77°54'33"E, thence, S60°29'10"E, 163.11 feet; thence, 79.43 feet along the arc of a curve to the left with a radius of 270.00 feet and a chord of 79.15 feet which bears S73°31'52"E to the West line of Proposed 2nd Addition to The Homes as Freedom Meadows; thence, along the West line of Proposed Lot 68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, S24°42'39"W, 306.18 feet to the Southwest corner of said proposed Lot 68; thence, along the South line of Lots 62-68 of said Proposed 2nd Addition to The Homes as Freedom Meadows, N89°40'44"E, 642.52 feet to a point on the West line of Lot 4 of The Homes of Freedom Meadows; thence, along the West line of Lot 1 of The Homes of Freedom Meadows, S22°30'06"W, 5.81 feet; thence, continuing along the West line of said Lot 1, S20°21'13"W, 208.94 feet to the North right-of-way line of Founders Street as platted on said The Homes of Freedom Meadows; thence, S89°35'51"W, 115.91 feet to the West right-of-way line of said Founders Street; thence, along said West right-of-way line and the West line of Freedom Acres, S00°24'51"E, 1135.77 feet to the point of beginning subject to all easements and restrictions of record.

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

James R. Sehoff, Wisconsin Professional Land Surveyor No. 9-2662

**Owner's Certificate of Dedication**

Van Sistine Homes, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Van Sistine Homes, 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: Van Sistine Homes, LLC

Richard C. Van Sistine III, Managing Member

State of Wisconsin

\_\_\_\_ County ss

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.

\_\_\_\_ My Commission Expires

Notary Public, Wisconsin

**Utility Easement Provisions**

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

Van Sistine Homes, LLC, Grantor; to

WE Energies, Grantee,  
SBC Wisconsin, Grantee,  
and  
Wisconsin Electric Power Company and Wisconsin Gas, LLC, Wisconsin corporations doing business as We Energies, Grantee,  
TDG Metrocem, LLC, Grantee  
and  
Spectrum, Grantee

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 is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement Areas" 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 within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and other as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantee agrees to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantee or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or other which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantee's facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of Grantee.

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

Van Sistine Homes, LLC

Richard C. Van Sistine III, Date  
Managing Member

**Mortgagee's Certificate**

Nicolet Nation Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of Van Sistine Homes, LLC, owner.

IN WITNESS WHEREOF, the said Nicolet Nation Bank has caused these presents to be signed by

\_\_\_\_\_, its President, and countersigned by

\_\_\_\_\_, its Secretary or Cashier, at \_\_\_\_\_, Wisconsin, and its corporate seal to be

hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

President Date

Secretary or Cashier Date

State of Wisconsin

\_\_\_\_ County ss

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_, President,

and \_\_\_\_\_ Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

\_\_\_\_ My Commission Expires \_\_\_\_\_

Notary Public, Wisconsin

**Common Council Resolution**

Resolved, 1st Addition to Freedom Acres, in the City of Neenah is hereby approved by the Common Council on

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

Mayor Date

Clerk Date

**Common Council Resolution**

Resolved, 1st Addition to Freedom Acres, 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**

1st Addition Freedom Acres is hereby approved by the City of Neenah Planning Commission.

Planning Commission Representative Date

**Treasurer's Certificate**

We, being the duly elected, qualified and acting Treasurer(s) of the City of Neenah and Winnebago County, do hereby certify that in accordance with the records in our office, there are no unredemmed 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 instruments:

Owners of record:	Recording Information	Parcel No(s):
Van Sistine Homes, LLC,	Doc. No. _____	8144000005

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats., as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_, 20\_\_

Department of Administration



Revision Date: Nov 10, 2023  
File: 7771Final.dwg  
Date: 11/10/2023  
Drafted By: Jim  
Sheet: 2 of 2

**Exhibit 2**  
**First Addition to Freedom Acres**

**Fee Schedule**

Total Developable Acres = 28.6015  
Total Lots = 48

1. Subdivision Fee: \$1,000/acre x 28.6015	\$28,601.50
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 28.6015	\$28,601.50
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$3,800.00
<hr/>	
<b>Total Fees Due Upon Billing</b>	<b>\$61,003.00</b>

Land Sale: \$8,882/acre x 28.6015 \$254,038.52

**Due to City prior to signing Final Plat \$254,038.52**

**Exhibit 3  
First Addition to Freedom Acres**

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

1. Acreage

Total Developable Acres (Excluding 1.8756 acres of wetland)	26.7259
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2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)	\$ 61,032.00
Total Public Costs (estimated)	\$ 272,655.70
Total Construction Costs (estimated)	\$ 333,687.70

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$9,000/ac x 26.73 acres)	\$ 240,533.10
Public Storm Sewer Funded by Developer (estimated)	(\$ 272,655.70)
<b>Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)</b>	<b>\$ 32,122.60</b>

4. Storm Water Pond Reimbursement Costs

Construction Cost of Outlot 1 Pond = \$150,611.43  
 Total Watershed Served by Pond = 34.10 acres  
 Contributing Area within this Phase = 21.15 acres  
 Percent of Total Watershed = 62.0%

<b>Developer Reimbursement to City for Held Pond Cost</b>	<b>\$ 93,414.45</b>
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**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  
First Addition to Freedom Acres**

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

1. Acreage	
Total Developable Acres	28.6015
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$397,000.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$15,000.00
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,100.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$64,094.53
Total Water Main Oversizing Fee Due to City	<b>\$64,094.53</b>

**Exhibit 5  
First Addition to Freedom Acres**

**Escrow/Prepayment**

**Two-Inch Mat, Future Street and Sidewalk**

1. Two-Inch Mat (\$60/centerline foot) Liberty Avenue: 369 feet	\$22,140.00
2. Gravel Street Maintenance (\$10/centerline foot) Founders Street: 1,064 feet Legacy Lane: 1,490 feet Loyal Drive: 690 feet	\$32,440.00
4. Sidewalk Installation (at \$45/lineal foot) Founders Street: 2,128 LF Liberty Avenue: 738 LF Legacy Lane: 3,104 LF	\$268,650.00
<hr/>	
<b>Total Prepayment/Escrow required</b>	<b>\$ 323,230.00</b>

**Exhibit 6**  
**First Addition to Freedom Acres**

**Terrace Tree Contribution**

1.	Terrace Tree Contribution: \$200/lot x 48 lots	\$9,600.00
<hr/>		
	<b>Total amount due</b>	<b>\$9,600.00</b>

DRAFT

**Exhibit 7  
First Addition to Freedom Acres**

**Oversize Sanitary Sewer**

**Estimated Developer's Cost Due City**

Sanitary Sewer Main Costs Due Developer (estimated <sup>1</sup> )	\$ 8,569.00
Sanitary Sewer Manhole Costs Due Developer (estimated <sup>1</sup> )	\$10,115.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 3,000.00
<hr/>	
<b>Total Due at the time of billing</b>	<b>\$ 21,684.00</b>

<sup>1</sup> Assumptions for Sanitary Sewer Reimbursement

- *\$5/lineal foot for pipe depth lower than 13 feet. (\$5 is the difference between the unit price for 10-inch, which is all deep and the unit price for 8-inch, which is shallower.)*
- *Unit price per vertical foot (\$295/VF) for manhole depth greater than 13 feet.*



**City of Neenah  
Department of Public Works  
Contractor Request for Payment**

Contractor Name: Don E. Parker Excavating		Contract No. 1-23	
Address N2573 Highway 15		Contract Amount \$2,474,739.50	
City Hortonville WI 54944			
Name of Project		Sanitary, Water Main and Street Construction	
Location of Project		Burr Avenue, Chestnut Street, Dieckhoff Street, and Laudan Boulevard	
Pay Request No.	6	For Period	September 30, 2023 to November 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount	\$2,474,739.50
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$2,474,739.50</u>

**WORK PERFORMED TO DATE**

Work Performed to Date	\$2,303,673.82
Less Retainage of 5%. If different indicate here <u>2.5%</u>	\$101,641.61
Net Amount Earned to Date	\$2,202,032.21
Less Previous Payments	\$1,977,771.63

**BALANCE DUE THIS PAYMENT**



\$224,260.58

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Sanitary Sewer Various Repairs	046-5001-743-0236	\$180,000.00	\$0.00	\$0.00	\$30,374.87
Sanitary Sewer-Burr Ave	046-5059-743-0236	\$70,000.00	\$58,600.00	\$0.00	\$21,632.78
Sanitary Sewer-Chestnut St	046-5055-743-0236	\$680,000.00	\$570,000.00	\$4,668.30	\$581,713.50
Sanitary Sewer -Dieckhoff St	046-5058-743-0236	\$50,000.00	\$41,156.55	\$0.00	\$30,441.46
Storm Sewer Various Repairs	049-5203-743-0236	\$227,000.00	\$67,135.45	\$0.00	\$51,740.55
Storm Sewer-Chestnut St	049-5276-743-0236	\$182,000.00	\$182,000.00	\$4,882.81	\$119,446.80
Street Constr-Burr Ave	012-4335-743-0236	\$89,000.00	\$78,000.00	\$19,604.29	\$39,971.14
Street Constr-Chestnut St	012-4333-743-0236	\$710,000.00	\$624,000.00	\$166,176.56	\$357,230.03
Street Constr-Dieckhoff St	012-4334-743-0236	\$61,000.00	\$54,298.50	(\$775.80)	\$39,577.89
Street Constr-Laudan Blvd	012-4337-743-0236	\$114,000.00	\$100,000.00	\$29,704.42	\$40,087.93
Water Constr-Burr Ave	400-0000-207-0514	\$66,000.00	\$58,369.00	\$0.00	\$52,041.74
Water Constr-Chestnut St	400-0000-207-0511	\$449,000.00	\$490,655.00	\$0.00	\$478,958.41
Water Constr-Dieckhoff St	400-0000-207-0513	\$56,000.00	\$54,349.00	\$0.00	\$51,461.20
Water Constr-Laudan Blvd	400-0000-207-0512	\$128,000.00	\$96,176.00	\$0.00	\$83,093.31
		<u>\$3,062,000.00</u>	<u>\$2,474,739.50</u>	<u>\$224,260.58</u>	<u>\$1,977,771.61</u>

**CERTIFICATION OF CONTRACTOR:**

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 1-3-24
Certified by Public Works		Date: 1-5-2024
Certified by Water Utility		Date:
Certified by Contractor		Date:
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 1-23  
Sanitary Storm Sewer, Water, and Street Construction  
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

							Quantity Completed to Date	Pay Request No.5				Pay Request No.6			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Due this Period	Due this Estimate		
						QTY				\$	QTY			\$	
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	2680	\$76.75	\$205,690.00	<b>2,674.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
2	101.4	Furnish and Relay 10-inch PVC Sanitary Sewer	Lin. Ft.	337	\$86.35	\$29,099.95	<b>337.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
3	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	1800	\$80.45	\$144,810.00	<b>2,293.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
4	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	100	\$61.60	\$6,160.00	<b>50.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
5	102.6	Reconnect Lateral to Main	Each	2	\$240.00	\$480.00	<b>3.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
6	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	2800	\$5.15	\$14,420.00	<b>2,627.00</b>	461.00	\$2,374.15	\$59.35	\$2,314.80	0.00	\$0.00	\$0.00	\$0.00
7	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	200	\$20.60	\$4,120.00	<b>480.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
8	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	5	\$1,545.00	\$7,725.00	<b>0.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
9	103.4	Reconnect Under Basement Floor - Pipeburst	Each	74	\$2,678.00	\$198,172.00	<b>76.00</b>	7.00	\$18,746.00	\$468.65	\$18,277.35	0.00	\$0.00	\$0.00	\$0.00
10	103.4.1	Remove Building Footing to allow Pipeburst	Each	5	\$309.00	\$1,545.00	<b>0.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
11	103.5	Extra Hole - Pipeburst	Each	3	\$515.00	\$1,545.00	<b>0.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
12	104.1	Furnish and Install Standard Manhole	Ver. Ft.	92	\$506.80	\$46,625.60	<b>91.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
13	105.1	Abandon Sanitary Manhole	Each	2	\$350.00	\$700.00	<b>1.00</b>	0.00	\$0.00	\$0.00	\$0.00	1.00	\$350.00	\$17.50	\$332.50
14	105.2	Adjust Sanitary Manhole	Each	3	\$650.00	\$1,950.00	<b>1.00</b>	0.00	\$0.00	\$0.00	\$0.00	1.00	\$650.00	\$32.50	\$617.50
15	105.6	Remove Sanitary Manhole	Each	14	\$200.00	\$2,800.00	<b>14.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
16	106.1	Clean and Televiser Sewer (Sanitary only)	Lump Sum	1	\$3,914.00	\$3,914.00	<b>1.00</b>	0.00	\$0.00	\$0.00	\$0.00	1.00	\$3,914.00	\$195.70	\$3,718.30
<b>Sanitary</b>						<b>\$669,756.55</b>			<b>\$21,120.15</b>	<b>\$528.00</b>	<b>\$20,592.15</b>		<b>\$4,914.00</b>	<b>\$245.70</b>	<b>\$4,668.30</b>
17	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	40	\$213.80	\$8,552.00	<b>49.00</b>	12.00	\$2,565.60	\$64.14	\$2,501.46	0.00	\$0.00	\$0.00	\$0.00
18	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	3400	\$84.70	\$287,980.00	<b>3,342.00</b>	13.00	\$1,101.10	\$27.53	\$1,073.57	0.00	\$0.00	\$0.00	\$0.00
19	201.1.4	Furnish & Install 12-inch PVC C-900 Main	Lin. Ft.	610	\$125.50	\$76,555.00	<b>598.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-23  
Sanitary Storm Sewer, Water, and Street Construction  
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

							Quantity Completed to Date	Pay Request No.5				Pay Request No.6			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Due this Period	Due this Estimate		
						QTY				\$	QTY			\$	
20	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	1600	\$57.00	\$91,200.00	2,170.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
21	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	100	\$15.00	\$1,500.00	62.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
22	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	100	\$30.90	\$3,090.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
23	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	100	\$30.90	\$3,090.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
24	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	100	\$30.90	\$3,090.00	109.00	109.00	\$3,368.10	\$84.20	\$3,283.90	0.00	\$0.00	\$0.00	\$0.00
25	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	100	\$30.90	\$3,090.00	129.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
26	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	2500	\$3.09	\$7,725.00	2,834.00	273.00	\$843.57	\$21.09	\$822.48	0.00	\$0.00	\$0.00	\$0.00
27	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	100	\$7.50	\$750.00	62.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
28	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	79	\$482.00	\$38,078.00	77.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
29	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	6	\$230.00	\$1,380.00	20.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
30	203.1.3	Water Service Connection to Structure	Each	79	\$824.00	\$65,096.00	60.00	1.00	\$824.00	\$20.60	\$803.40	0.00	\$0.00	\$0.00	\$0.00
31	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	3	\$515.00	\$1,545.00	6.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
32	203.1.6	Abandon Valve Box	Each	7	\$200.00	\$1,400.00	2.00	1.00	\$200.00	\$5.00	\$195.00	0.00	\$0.00	\$0.00	\$0.00
33	203.1.7	Abandon Valve Manhole	Each	1	\$650.00	\$650.00	2.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
34	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	13	\$2,674.00	\$34,762.00	12.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

Contract 1-23  
Sanitary Storm Sewer, Water, and Street Construction  
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

							Quantity Completed to Date	Pay Request No.5				Pay Request No.6			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Due this Period	Due this Estimate		
						QTY				\$	QTY			\$	
35	204.2.6	Furnish & Install 12-inch MJRW Valve and Box	Each	2	\$4,480.00	\$8,960.00	2.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
36	205.1	Furnish & Install Hydrant, Lead and Valve	Each	8	\$7,507.00	\$60,056.00	7.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
37	205.2	Abandon Hydrant	Each	4	\$250.00	\$1,000.00	4.00	3.00	\$750.00	\$18.75	\$731.25	0.00	\$0.00	\$0.00	\$0.00
<b>Water</b>						<b>\$699,549.00</b>			<b>\$9,652.37</b>	<b>\$241.31</b>	<b>\$9,411.06</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
38	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	380	\$56.90	\$21,622.00	412.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
39	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	1410	\$58.95	\$83,119.50	880.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
40	301.5.1	Furnish and Relay 15-inch Storm Sewer	Lin. Ft.	640	\$59.95	\$38,368.00	290.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
41	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	900	\$48.20	\$43,380.00	549.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
42	304.1	Furnish and Install Sump pump Pit (separate)	Each	10	\$412.00	\$4,120.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	3	\$257.50	\$772.50	4.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
44	305.1	Furnish and Install Catch Basin	Each	16	\$1,967.00	\$31,472.00	16.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
45	305.8	Adjust Storm Catch Basin	Each	2	\$700.00	\$1,400.00	2.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$1,400.00	\$70.00	\$1,330.00
46	305.9	Remove Storm Catch Basin	Each	16	\$250.00	\$4,000.00	16.00	0.00	\$0.00	\$0.00	\$0.00	4.00	\$1,000.00	\$50.00	\$950.00
47	306.1	Furnish and Install Storm Manhole	Vert Ft	31	\$512.75	\$15,895.25	41.70	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
48	306.8	Adjust Storm Manhole	Each	2	\$700.00	\$1,400.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
49	306.9	Remove Storm Manhole	Each	8	\$250.00	\$2,000.00	14.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
50	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	22	\$72.10	\$1,586.20	38.00	0.00	\$0.00	\$0.00	\$0.00	38.00	\$2,739.80	\$136.99	\$2,602.81
<b>Storm</b>						<b>\$249,135.45</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$5,139.80</b>	<b>\$256.99</b>	<b>\$4,882.81</b>
51	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	12000	\$0.75	\$9,000.00	12,000.00	12,000.00	\$9,000.00	\$225.00	\$8,775.00	0.00	\$0.00	\$0.00	\$0.00
52	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	500	\$1.55	\$775.00	500.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
53	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	13000	\$0.01	\$130.00	13,000.00	0.00	\$0.00	\$0.00	\$0.00	1,000.00	\$10.00	\$0.50	\$9.50

Contract 1-23  
Sanitary Storm Sewer, Water, and Street Construction  
Burr Ave., Chestnut St., Dieckhoff St., Laudan Blvd.

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.5				Pay Request No.6				
							Contractor Completed This Period QTY	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	Contractor Completed This Period QTY	Contractor Completed This Period \$	Retainage Due this Period	Due this Estimate	
54	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	6700	\$1.55	\$10,385.00	<b>6,783.90</b>	0.00	\$0.00	\$0.00	\$0.00	133.90	\$207.55	\$10.38	\$197.17
55	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	20000	\$0.36	\$7,200.00	<b>20,000.00</b>	15,000.00	\$5,400.00	\$135.00	\$5,265.00	5,000.00	\$1,800.00	\$90.00	\$1,710.00
56	402.1.7.4	Unclassified Excavation	Cu. Yd.	9000	\$9.99	\$89,910.00	<b>6,600.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
57	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	15000	\$1.90	\$28,500.00	<b>15,295.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
58	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	11000	\$15.86	\$174,460.00	<b>8,900.00</b>	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
59	403.2.1.7	Furnish and Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	6600	\$16.48	\$108,768.00	<b>6,612.60</b>	6,600.00	\$108,768.00	\$2,719.20	\$106,048.80	12.60	\$207.65	\$10.38	\$197.27
60	403.2.1.8	Furnish and Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	100	\$61.80	\$6,180.00	<b>171.30</b>	60.00	\$3,708.00	\$92.70	\$3,615.30	111.30	\$6,878.34	\$343.92	\$6,534.42
61	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	10000	\$6.64	\$66,400.00	<b>12,467.70</b>	10,000.00	\$66,400.00	\$1,660.00	\$64,740.00	2,467.70	\$16,385.53	\$819.28	\$15,566.25
62	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	10000	\$6.34	\$63,400.00	<b>8,335.30</b>	3,000.00	\$19,020.00	\$475.50	\$18,544.50	5,335.30	\$33,825.80	\$1,691.29	\$32,134.51
63	706.2	Install Detectable Warning Fields (supplied by City)	Each	30	\$77.25	\$2,317.50	<b>46.00</b>	25.00	\$1,931.25	\$48.28	\$1,882.97	21.00	\$1,622.25	\$81.11	\$1,541.14
64	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	550	\$2.06	\$1,133.00	<b>450.00</b>	450.00	\$927.00	\$23.18	\$903.82	0.00	\$0.00	\$0.00	\$0.00
65	102.1.5.3.1	Fine Grade Roadway	Sq. Yd.	12000	\$1.85	\$22,200.00	<b>12,000.00</b>	0.00	\$0.00	\$0.00	\$0.00	12,000.00	\$22,200.00	\$1,110.00	\$21,090.00
66	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	2750	\$75.60	\$207,900.00	<b>1,503.24</b>	0.00	\$0.00	\$0.00	\$0.00	1,503.24	\$113,644.94	\$5,682.25	\$107,962.69
67	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	5000	\$7.72	\$38,600.00	<b>4,786.00</b>	1,000.00	\$7,720.00	\$193.00	\$7,527.00	3,786.00	\$29,227.92	\$1,461.40	\$27,766.52
68	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$19,040.00	\$19,040.00	<b>1.00</b>	0.05	\$952.00	\$23.80	\$928.20	0.00	\$0.00	\$0.00	\$0.00
<b>Street</b>						<b>\$856,298.50</b>	<b>0.00</b>		<b>\$223,826.25</b>	<b>\$5,595.66</b>	<b>\$218,230.59</b>		<b>\$226,009.98</b>	<b>\$11,300.51</b>	<b>\$214,709.47</b>
<b>Total</b>						<b>\$2,474,739.50</b>			<b>\$254,598.77</b>	<b>\$6,364.97</b>	<b>\$248,233.80</b>		<b>\$236,063.78</b>	<b>\$11,803.20</b>	<b>\$224,260.58</b>

**City of Neenah  
Department of Public Works  
Contractor Request for Payment**

Contractor Name: Al Dix Concrete		Contract No. 3-23	
Address <del>500 Draper St</del> 401 Gertrude St		Contract Amount \$561,275.00	
City Kaukauna WI 54130			
Name of Project	Concrete Pavement and Sidewalk Repair		
Location of Project	Various Locations		
Pay Request No.	FINAL	For Period	August 15, 2023 through November 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount	\$561,275.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$561,275.00</u>

**WORK PERFORMED TO DATE**

Work Performed to Date	\$530,559.42
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$530,559.42
Less Previous Payments	\$254,813.75

**BALANCE DUE THIS PAYMENT**

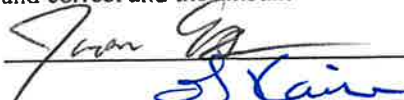

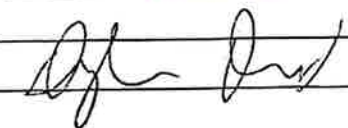
\$275,745.67

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Street Repair Undesignated-CF	012-5199-742-0236	\$65,363.00	\$65,363.00	\$3,268.15	\$62,094.85
Street Repair Undesignated-2023	012-5199-743-0236	\$200,000.00	\$79,509.00	\$22,799.69	\$40,742.65
Sidewalk/Trail Maint-CF	012-5301-742-0236	\$84,621.00	\$84,621.00	\$4,231.05	\$80,389.95
Sidewalk/Trail Maint-2023	012-5301-743-0236	\$125,000.00	\$103,458.00	\$93,030.72	\$22,423.80
Sidewalk-N. Park Avenue	012-5350-743-0236	\$25,000.00	\$31,000.00	\$25,000.00	\$0.00
Sidewalk-Car Wash	012-4777-742-0236	\$0.00	\$0.00	\$1,500.00	\$0.00
Sanitary Pavement Repairs	046-5049-743-0236	\$20,000.00	\$27,800.00	\$20,070.14	\$8,312.50
Storm Pavement Repairs-CF	049-5249-742-0236	\$17,218.00	\$17,218.00	\$860.90	\$16,357.10
Storm Pavement Repairs	049-5249-743-0236	\$55,000.00	\$55,046.00	\$37,654.94	\$24,492.90
Water Mains	400-0402-770-6730	\$250,000.00	\$71,990.00	\$42,632.39	\$0.00
Water Services	400-0402-770-6750	\$100,000.00	\$2,874.00	\$4,441.00	\$0.00
Water Hydrants	400-0000-207-0509	\$40,000.00	\$7,995.00	\$6,190.12	\$0.00
Water Misc Services	400-000-207-0510	\$100,000.00	\$14,401.00	\$14,066.57	\$0.00
		<u>\$1,082,202.00</u>	<u>\$561,275.00</u>	<u>\$275,745.67</u>	<u>\$254,813.75</u>

**CERTIFICATION OF CONTRACTOR:**

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 1-3-24
Certified by Public Works		Date: 1-5-2024
Certified by Water Utility		Date:
Certified by Contractor		Date: 1/3/24
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 3-23  
Concrete Pavemetrn Sidewalk Repair

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1				Pay Request FINAL				
							Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
1 404.4.4	Concrete Sidewalk / Driveway Apron Removal	Sq. Ft.	18,500.00	\$2.00	\$37,000.00	19,656.95	7,500.00	\$15,000.00	\$750.00	\$14,250.00	12,156.95	\$24,313.90	\$750.00	\$25,063.90	
2 403.2.5.2	Concrete Curb and Gutter Removal	Lin. Ft.	500.00	\$5.00	\$2,500.00	926.50	200.00	\$1,000.00	\$50.00	\$950.00	726.50	\$3,632.50	\$50.00	\$3,682.50	
3 404.4.1	Furnish and Install 4-inch Concrete Sidewalk Repair	Sq. Ft.	7,000.00	\$7.75	\$54,250.00	13,495.65	1,500.00	\$11,625.00	\$581.25	\$11,043.75	11,995.65	\$92,966.29	\$581.25	\$93,547.54	
4 9999	Furnish and Install 5-inch Concrete Trail	Sq. Ft.	6,000.00	\$8.00	\$48,000.00	6,200.90	5,000.00	\$40,000.00	\$2,000.00	\$38,000.00	1,200.90	\$9,607.20	\$2,000.00	\$11,607.20	
5 404.4.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway Apron Repair	Sq. Ft.	5,500.00	\$8.25	\$45,375.00	2,295.90	1,000.00	\$8,250.00	\$412.50	\$7,837.50	1,295.90	\$10,691.18	\$412.50	\$11,103.68	
6 403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	500.00	\$80.00	\$40,000.00	926.50	250.00	\$20,000.00	\$1,000.00	\$19,000.00	676.50	\$54,120.00	\$1,000.00	\$55,120.00	
7 402.1.6.7	8" Concrete Pavement Repair	Sq. Yd.	1,300.00	\$90.00	\$117,000.00	938.00	700.00	\$63,000.00	\$3,150.00	\$59,850.00	238.00	\$21,420.00	\$3,150.00	\$24,570.00	
8 402.1.6.8	8" Concrete Pavement Repair HES (7 bag)	Sq. Yd.	50.00	\$95.00	\$4,750.00	15.31	0.00	\$0.00	\$0.00	\$0.00	15.31	\$1,454.45	\$0.00	\$1,454.45	
9 402.1.6.9	8" Concrete Pavement Repair HES (9 bag)	Sq. Yd.	50.00	\$110.00	\$5,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	
10 402.1.6.7	9" Concrete Pavement Repair	Sq. Yd.	500.00	\$95.00	\$47,500.00	459.02	750.00	\$71,250.00	\$3,562.50	\$67,687.50	-290.98	-\$27,643.10	\$3,562.50	-\$24,080.60	
11 402.1.6.8	9" Concrete Pavement Repair HES (7 bag)	Sq. Yd.	50.00	\$100.00	\$5,000.00	73.73	0.00	\$0.00	\$0.00	\$0.00	73.73	\$7,373.00	\$0.00	\$7,373.00	
12 402.1.6.9	9" Concrete Pavement Repair HES (9 bag)	Sq. Yd.	50.00	\$120.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	
13 405.3	Full Depth Saw Cut (concrete pavement)	Lin. Ft.	5,000.00	\$3.00	\$15,000.00	4,000.00	0.00	\$0.00	\$0.00	\$0.00	4,000.00	\$12,000.00	\$0.00	\$12,000.00	
14 402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	1,200.00	\$3.00	\$3,600.00	900.00	0.00	\$0.00	\$0.00	\$0.00	900.00	\$2,700.00	\$0.00	\$2,700.00	
15 402.1.5.4	Furnish and Install Drilled Tie Bars	Each	1,500.00	\$10.00	\$15,000.00	960.00	0.00	\$0.00	\$0.00	\$0.00	960.00	\$9,600.00	\$0.00	\$9,600.00	
16 402.1.5.5	Furnish and Install Drilled Dowel Bars	Each	2,500.00	\$15.00	\$37,500.00	1,150.00	0.00	\$0.00	\$0.00	\$0.00	1,150.00	\$17,250.00	\$0.00	\$17,250.00	
17 402.1.7.3	Furnish and Install Cross Stitch	Each	100.00	\$100.00	\$10,000.00	36.00	0.00	\$0.00	\$0.00	\$0.00	36.00	\$3,600.00	\$0.00	\$3,600.00	
18 105.2	Adjust Sewer Manhole	Each	25.00	\$500.00	\$12,500.00	27.00	20.00	\$10,000.00	\$500.00	\$9,500.00	7.00	\$3,500.00	\$500.00	\$4,000.00	
19 305.8	Adjust Storm Catch Basin	Each	50.00	\$500.00	\$25,000.00	33.00	30.00	\$15,000.00	\$750.00	\$14,250.00	3.00	\$1,500.00	\$750.00	\$2,250.00	
20 9999	Install Detectable Warning Field (Supplied by City)	Each	20.00	\$75.00	\$1,500.00	22.00	8.00	\$600.00	\$30.00	\$570.00	14.00	\$1,050.00	\$30.00	\$1,080.00	
21 402.2.3.2	Route, Clean, and Seal existing concrete crack/joint	Lin. Ft.	600.00	\$3.00	\$1,800.00	233.00	0.00	\$0.00	\$0.00	\$0.00	233.00	\$699.00	\$0.00	\$699.00	
22 505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	100.00	\$15.00	\$1,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	
23 706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$25,000.00	\$25,000.00	1.00	0.50	\$12,500.00	\$625.00	\$11,875.00	0.50	\$12,500.00	\$625.00	\$13,125.00	
<b>Total Base Bid</b>					<b>\$561,275.00</b>				<b>\$268,225.00</b>	<b>\$13,411.25</b>	<b>\$254,813.75</b>		<b>\$262,334.42</b>	<b>\$13,411.25</b>	<b>\$275,745.67</b>

**City of Neenah  
Department of Public Works  
Contractor Request for Payment**

Contractor Name: Donald Hietpas & Sons, Inc.		Contract No.	6-23
Address: 1450 E North Avenue		Contract Amount	\$781,639.00
City Little Chute WI 54140			
Name of Project	Sanitary & Storm Sewer, Water Main and Street Construction		
Location of Project	Columbian Avenue		
Pay Request No.	FINAL	For Period	

**CONTRACT SUMMARY**

Original Contract Amount	\$781,639.00
Net Amount of Change Order No.1	\$50,067.00
Adjusted Contract Amount	<u>\$831,706.00</u>

**WORK PERFORMED TO DATE**

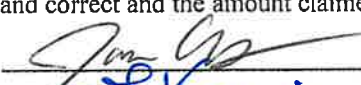
Work Performed to Date	\$777,289.24
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$777,289.24
Less Previous Payments	\$685,731.95

**BALANCE DUE THIS PAYMENT** \$91,557.29

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Street Construction	012-4341-743-0236	\$345,000.00	\$239,944.00	\$40,985.73	\$187,280.28
Sanitary Sewer Construction	046-5057-743-0236	\$210,000.00	\$292,954.00	\$25,459.48	\$243,555.94
Storm Sewer Construction	049-5278-743-0236	\$97,000.00	\$56,319.00	\$13,152.19	\$43,969.52
Water Main Construction	400-0000-207-0523	\$200,000.00	\$192,422.00	\$9,673.01	\$167,475.60
CO#1-Beaulieu Sanitary Sewer	046-5001-743-0236	\$0.00	\$50,067.00	\$2,286.88	\$43,450.63
		<u>\$852,000.00</u>	<u>\$831,706.00</u>	<u>\$91,557.29</u>	<u>\$685,731.95</u>

**CERTIFICATION OF CONTRACTOR:**  
I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 1-3-24
Certified by Public Works		Date: 1-5-24
Certified by Water Utility		Date:
Certified by Contractor		Date: 1-3-2024
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

City of Neenah Contract 6-23  
Sanitary, Water, and Street Construction  
Columbian Avenue

					Change Order No.1				Pay Request No.4				Pay Request FINAL				
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	260	353.00	613.00	\$99.00	\$60,687.00	615.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$3,044.25	\$3,044.25
2	101.4	Furnish and Relay 12-inch PVC Sanitary Sewer	Lin. Ft.	30	0.00	30.00	\$148.25	\$4,447.50	3.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$444.75	\$0.00	\$444.75
3	101.4	Furnish and Relay 18-inch PVC Sanitary Sewer	Lin. Ft.	730	0.00	730.00	\$173.65	\$126,764.50	729.50	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$6,333.88	\$6,333.88
4	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	600	80.00	680.00	\$93.00	\$63,240.00	532.50	0.00	\$0.00	\$0.00	\$0.00	42.00	\$3,906.00	\$2,280.83	\$6,186.83
5	102.4	Furnish and Relay 6 inch Sanitary Lateral ROW to House	Lin. Ft.	50	0.00	50.00	\$50.00	\$2,500.00	0.00	0.00	\$0.00	\$0.00	\$0.00	-12.00	-\$600.00	\$30.00	-\$570.00
6	102.6	Reconnect Lateral to Main	Each	1	1.00	2.00	\$500.00	\$1,000.00	3.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$1,500.00	\$0.00	\$1,500.00
7	103.1	Furnish and Pipeburst 4-inch Sanitary Lateral	Lin. Ft.	700	10.00	710.00	\$5.05	\$3,585.50	580.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$146.45	\$146.45
8	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	35	0.00	35.00	\$20.20	\$707.00	130.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$131.30	\$131.30
9	103.3	Reconnect Sanitary Lateral at Foundation - Pipeburst	Each	2	0.00	2.00	\$2,020.00	\$4,040.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10	103.4	Reconnect Under Basement Floor - Pipeburst	Each	20	0.00	20.00	\$2,525.00	\$50,500.00	18.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$2,525.00	\$2,146.25	\$4,671.25
11	103.5	Extra Hole - Pipeburst	Each	1	0.00	1.00	\$505.00	\$505.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
12	104.1	Furnish and Install Standard Manhole	Ver. Ft.	22.5	11.00	33.50	\$580.00	\$19,430.00	32.85	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$952.65	\$952.65
13	105.2	Adjust Sanitary Manhole	Each	2	0.00	2.00	\$800.00	\$1,600.00	2.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$1,600.00	\$0.00	\$1,600.00
14	105.6	Remove Sanitary Manhole	Each	2	2.00	4.00	\$400.00	\$1,600.00	4.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$800.00	\$40.00	\$840.00
15	106.1	Clean and Televiser Sewer (Sanitary only)	LS	1	0.00	1.00	\$2,465.00	\$2,465.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$2,465.00	\$0.00	\$2,465.00
<b>Total Sanitary Bid</b>								<b>\$343,071.50</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,640.75</b>	<b>\$15,105.61</b>	<b>\$27,746.36</b>	
Water																	
17	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	40	0.00	40.00	\$150.00	\$6,000.00	31.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$232.50	\$232.50
18	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	1000	0.00	1,000.00	\$90.00	\$90,000.00	1,006.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$4,527.00	\$4,527.00
19	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	550	0.00	550.00	\$60.00	\$33,000.00	471.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,413.00	\$1,413.00
20	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	25	0.00	25.00	\$50.00	\$1,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00

City of Neenah Contract 6-23  
Sanitary, Water, and Street Construction  
Columbian Avenue

					Change Order No.1			Pay Request No.4					Pay Request FINAL				
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
21	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	25	0.00	25.00	\$50.00	\$1,250.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
22	202.4.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Trenching	Lin. Ft.	35	0.00	35.00	\$50.00	\$1,750.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
23	202.5.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Pulling	Lin. Ft.	35	0.00	35.00	\$30.30	\$1,060.50	96.00	0.00	\$0.00	\$0.00	\$0.00	34.00	\$1,030.20	\$93.93	\$1,124.13
24	202.6.2	Furnish & Install 1.25-inch PE Water Service from ROW to Structure by Drilling	Lin. Ft.	35	0.00	35.00	\$30.30	\$1,060.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
25	202.7.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Pulling w/Sanitary Sewer Pipeburst	Lin. Ft.	500	0.00	500.00	\$5.05	\$2,525.00	536.00	0.00	\$0.00	\$0.00	\$0.00	-34.00	-\$171.70	\$143.93	-\$27.77
26	202.8.1	Furnish & Install 1.25-inch PE Service from ROW to Structure by Excavation in same Trench as Sanitary Lateral	Lin. Ft.	35	0.00	35.00	\$10.00	\$350.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
27	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	19	0.00	19.00	\$515.00	\$9,785.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
28	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	2	0.00	2.00	\$118.00	\$236.00	1.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$5.90	\$5.90
29	203.1.3	Water Service Connection to Structure	Each	19	0.00	19.00	\$505.00	\$9,595.00	17.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$429.25	\$429.25
30	203.1.4	Water Service Extra Hole (Curb Stop Connection)	Each	2	0.00	2.00	\$505.00	\$1,010.00	6.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$151.50	\$151.50
31	203.1.6	Abandon Valve Box	Each	2	0.00	2.00	\$200.00	\$400.00	3.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$30.00	\$30.00
32	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	4	0.00	4.00	\$2,600.00	\$10,400.00	5.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$650.00	\$650.00
33	205.1	Furnish & Install Hydrant, Lead and Valve	Each	3	0.00	3.00	\$7,350.00	\$22,050.00	3.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$1,102.50	\$1,102.50
34	205.2	Abandon Hydrant	Each	2	0.00	2.00	\$350.00	\$700.00	2.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$35.00	\$35.00
<b>Total Water Bid</b>								<b>\$192,422.00</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$858.50</b>	<b>\$8,814.51</b>	<b>\$9,673.01</b>

City of Neenah Contract 6-23  
Sanitary, Water, and Street Construction  
Columbian Avenue

					Change Order No.1				Pay Request No.4				Pay Request FINAL				
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
Storm Storm																	
38	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	120	0.00	120.00	\$62.00	\$7,440.00	130.00	0.00	\$0.00	\$0.00	\$0.00	130.00	\$8,060.00	\$0.00	\$8,060.00
39	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	255	0.00	255.00	\$60.00	\$15,300.00	258.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$774.00	\$774.00
40	301.6	Furnish and install 30-inch Storm Sewer	Lin. Ft.	45	0.00	45.00	\$230.30	\$10,363.50	47.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$541.21	\$541.21
41	303.1	Furnish and Install 4-inch Storm Sewer Lateral	Lin. Ft.	50	0.00	50.00	\$52.00	\$2,600.00	94.50	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$245.70	\$245.70
42	304.1	Furnish and Install Sump pump Pit (separate)	Each	1	0.00	1.00	\$757.50	\$757.50	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
43	304.2	Furnish and Install Sump Pump pit w/ Sanitary Pipeburst	Each	3	0.00	3.00	\$505.00	\$1,515.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
44	305.1	Furnish and Install Catch Basin	Each	4	0.00	4.00	\$2,300.00	\$9,200.00	4.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$460.00	\$460.00
45	305.8	Adjust Storm Catch Basin	Each	2	0.00	2.00	\$500.00	\$1,000.00	2.00	0.00	\$0.00	\$0.00	\$0.00	2.00	\$1,000.00	\$0.00	\$1,000.00
46	305.9	Remove Storm Catch Basin	Each	8	0.00	8.00	\$250.00	\$2,000.00	8.00	0.00	\$0.00	\$0.00	\$0.00	3.00	\$750.00	\$62.50	\$812.50
47	306.1	Furnish and Install Storm Manhole	Lin. Ft.	6.8	0.00	6.80	\$642.00	\$4,365.60	6.80	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$218.28	\$218.28
48	306.8	Adjust Storm Manhole	Each	2	0.00	2.00	\$500.00	\$1,000.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$500.00	\$0.00	\$500.00
49	306.9	Remove Storm Manhole	Each	1	0.00	1.00	\$250.00	\$250.00	1.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$12.50	\$12.50
50	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	6	0.00	6.00	\$88.00	\$528.00	6.00	0.00	\$0.00	\$0.00	\$0.00	6.00	\$528.00	\$0.00	\$528.00
<b>Total Storm Bid</b>								<b>\$56,319.60</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$10,838.00</b>	<b>\$2,314.19</b>	<b>\$13,152.19</b>
Street																	
51	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	3100	0.00	0.00	\$1.00	\$3,100.00	3,100.00	0.00	\$0.00	\$0.00	\$0.00	100.00	\$100.00	\$150.00	\$250.00
52	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	250	0.00	0.00	\$2.25	\$562.50	293.00	0.00	\$0.00	\$0.00	\$0.00	43.00	\$96.75	\$28.13	\$124.88
53	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	3600	0.00	0.00	\$1.37	\$4,932.00	3,600.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$246.60	\$246.60
54	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	1850	0.00	0.00	\$1.94	\$3,589.00	1,953.00	153.00	\$296.82	\$7.42	\$289.40	0.00	\$0.00	\$182.02	\$182.02
55	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	5500	0.00	0.00	\$0.51	\$2,805.00	5,000.00	5,000.00	\$2,550.00	\$63.75	\$2,486.25	0.00	\$0.00	\$63.75	\$63.75
56	402.1.7.4	Unclassified Excavation	Cu. Yd.	2400	0.00	0.00	\$7.17	\$17,208.00	1,800.00	1,300.00	\$9,321.00	\$233.03	\$9,087.98	0.00	\$0.00	\$412.28	\$412.28
57	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	3800	0.00	0.00	\$1.80	\$6,840.00	4,000.00	3,300.00	\$5,940.00	\$148.50	\$5,791.50	200.00	\$360.00	\$193.50	\$553.50
58	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	3050	0.00	0.00	\$13.95	\$42,547.50	2,725.91	1,700.00	\$23,715.00	\$592.88	\$23,122.13	525.91	\$7,336.44	\$941.63	\$8,278.07

City of Neenah Contract 6-23  
Sanitary, Water, and Street Construction  
Columbian Avenue

					Change Order No. 1			Pay Request No.4					Pay Request FINAL				
Item Code	Item Description	UofM	QTY	Add/Delete	New Contract QTY	Unit Price	New Contract Total	Quantity Completed to Date	Quantity Completed this Period	\$ Completed this Period	Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate	
59	403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	1850	0.00	0.00	\$15.23	\$28,175.50	1,920.00	1,953.00	\$29,744.19	\$743.60	\$29,000.59	-33.00	-\$502.59	\$743.60	\$241.01
60	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	2500	0.00	0.00	\$9.90	\$24,750.00	1,719.00	1,582.78	\$15,669.52	\$391.74	\$15,277.78	136.22	\$1,348.58	\$391.74	\$1,740.32
61	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	3000	0.00	0.00	\$10.45	\$31,350.00	3,537.48	3,507.20	\$36,650.24	\$916.26	\$35,733.98	30.28	\$316.43	\$916.26	\$1,232.69
62	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	150	0.00	0.00	\$3.00	\$450.00	150.00	125.00	\$375.00	\$9.38	\$365.63	25.00	\$75.00	\$9.38	\$84.38
63	706.2	Install Detectable Warning Fields (supplied by City)	Each	14	0.00	0.00	\$50.00	\$700.00	5.00	8.00	\$400.00	\$10.00	\$390.00	-3.00	-\$150.00	\$10.00	-\$140.00
64	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	650	0.00	0.00	\$84.23	\$54,749.50	666.32	500.00	\$42,115.00	\$1,052.88	\$41,062.13	166.32	\$14,009.13	\$1,052.88	\$15,062.01
65	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	2000	0.00	0.00	\$7.83	\$15,660.00	1,600.00	0.00	\$0.00	\$0.00	\$0.00	1,600.00	\$12,528.00	\$0.00	\$12,527.97
66	706.1	Install and Maintain Traffic Control	LS	1	0.00	0.00	\$2,525.00	\$2,525.00	1.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$126.25	\$126.25
<b>Total Street</b>											<b>\$166,776.77</b>	<b>\$4,169.42</b>	<b>\$162,607.35</b>		<b>\$35,517.74</b>	<b>\$5,468.02</b>	<b>\$40,985.73</b>
<b>Total Bid</b>											<b>\$166,776.77</b>	<b>\$4,169.42</b>	<b>\$162,607.35</b>		<b>\$59,854.99</b>	<b>\$31,702.33</b>	<b>\$91,557.29</b>

Change Order No: 1

Contract: 10-23

Project: Parking Lot Resurfacing (Marketplace & City Hall), Library Bump Out,  
2" Asphalt Mat Overlay at Freedom Acres and Homes at Freedom Meadows

Contractor: Northeast Asphalt, Inc.  
W6380 Design Dr  
Greenville WI 54942

Current Contract: \$347,995.00

**Change Ordered Herewith:**

**Account Number**

1. Furnish stone, fill and compact oil tank hole	013-7530-743-0236	\$2,915.00
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
<b>TOTAL</b>		<b>\$2,915.00</b>

**Reason for Change:**

1. Fill in hole from oil tank	\$2,915.00
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

**Contract Amount**

**Contract Time (Calendar Days)**

Original: \$347,995.00  
 Previous C.O.'s (+/-): \$0.00  
 This C.O. (+/-): \$2,915.00  
 Revised: \$350,910.00

Original: \_\_\_\_\_  
 Previous C.O.'s (+/-): \_\_\_\_\_  
 This C.O. (+/-): \_\_\_\_\_  
 Revised: \_\_\_\_\_

**This document shall become an amendment to the contract and all stipulations and covenants of the contract shall apply hereto.**

DocuSigned by:  
 Contractor: *Justin Kenneke* Date: 12/05/2023  
AFBD465274CD416...  
 Department: *J. Kenneke* Date: 1-5-2024  
 Water Department \_\_\_\_\_ Date: \_\_\_\_\_  
(If applicable)  
 Board of PW: \_\_\_\_\_ Date: \_\_\_\_\_

**Change Order No:** 2

**Contract:** 10-23

**Project:** Parking Lot Resurfacing (Marketplace & City Hall), Library Bump Out,  
2" Asphalt Mat Overlay at Freedom Acres and Homes at Freedom Meadows

**Contractor:** Northeast Asphalt, Inc.  
W6380 Design Dr  
Greenville WI 54942

**Current Contract:** \$347,995.00

Change Ordered Herewith:	Account Number	
1. 2-Inch HMA Driveway-Freedom Acres	012-0000-313.15-05	\$3,500.00
2. 2-Inch HMA Driveway-Homes at Freedom Meadows	012-0000-313.16-05	\$3,937.15
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
<b>TOTAL</b>		<b>\$7,437.15</b>

**Reason for Change:**

1. Furnish & Install 2,124.90 SF of HMA Driveway in Freedom Acres and Homes at Freedom Meadows	\$7,437.15
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____

<u>Contract Amount</u>		<u>Contract Time (Calendar Days)</u>	
Original:	<u>\$347,995.00</u>	Original:	_____
Previous C.O.'s (+/-):	<u>\$2,915.00</u>	Previous C.O.'s (+/-):	_____
This C.O. (+/-):	<u>\$7,437.15</u>	This C.O. (+/-):	_____
Revised:	<u>\$358,347.15</u>	Revised:	_____

**This document shall become an amendment to the contract and all stipulations and covenants of the contract shall apply hereto.**

Contractor:	<small>DocuSigned by:</small> <u>Justin Kenneke</u> <small>AFBD465274CD416...</small>	Date:	<u>1/4/2024</u>
Department:	<u>JKain</u>	Date:	<u>1-5-2024</u>
Water Department (If applicable)	_____	Date:	_____
Board of PW:	_____	Date:	_____

**City of Neenah  
Department of Public Works  
Contractor Request for Payment**

Contractor Name: Northeast Asphalt, Inc.		Contract No. 10-23	
Address: W6380 Design Dr		Contract Amount \$347,995.00	
City Greenville WI 54942			
Name of Project	Parking Lot Resurfacing/2" Mat Overlay Freedom Acres, Homes at Freedom Meadows, and Library Bump Out		
Location of Project	Marketplace, City Hall, Freedom Acres, Homes at Freedom Meadows and Library		
Pay Request No.	FINAL	For Period	September 30, 2023 to November 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount		\$347,995.00
Net Amount of Change Order	1 & 2	\$10,352.15
Adjusted Contract Amount		<u>\$358,347.15</u>

**WORK PERFORMED TO DATE**

Work Performed to Date		\$327,744.25
Less Retainage of 5%. If different indicate here		\$0.00
Net Amount Earned to Date		\$327,744.25
Less Previous Payments		\$302,401.15

**BALANCE DUE THIS PAYMENT**

\$25,343.10

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Resurface Parking Lots	013-7530-743-0236	\$200,000.00	\$134,357.00	(\$9,966.81)	\$149,055.00
2" Asphalt Mat-Freedom Acres	012-0000-313.15-05	\$45,500.00	\$75,169.40	\$6,351.05	\$45,687.88
2" Asphalt Mat-Homes at Freedom	012-0000-313.16-05	\$61,200.00	\$88,468.60	\$4,340.39	\$80,700.60
Library Bump Out	012-4775-443-0236	\$40,000.00	\$50,000.00	\$14,266.32	\$26,957.68
CO#1-Fill Oil Tank Hole	013-7530-743-0236	\$0.00	\$2,915.00	\$2,915.00	\$0.00
CO#2-Asphalt Driveways-FA	012-0000-313.15-05	\$0.00	\$3,500.00	\$6,129.20	\$0.00
CO#2-Asphalt Driveways-HFM	012-0000-313.16-05	\$0.00	\$3,937.15	\$1,307.95	\$0.00
		<u>\$346,700.00</u>	<u>\$358,347.15</u>	<u>\$25,343.10</u>	<u>\$302,401.15</u>

**CERTIFICATION OF CONTRACTOR:**

I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 1-5-24
Certified by Public Works		Date: 1-5-24
Certified by Water Utility		Date:
Certified by Contractor	<small>DocuSigned by:</small>  <small>AFBD465274CD416...</small>	Date: 1/4/2024
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Qty Completed To Date	Pay Request No.1				Pay Request FINAL			
								Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Contractor Completed This Period		Retainage Owed This Period	Due this Estimate
								QTY	\$	Period	Estimate	QTY	\$	Period	Estimate
1	405.1	Pavement	Lin. Ft.	600.00	\$0.30	\$180.00	365.00	1,750.00	\$525.00	\$26.25	\$498.75	(1,385.00)	-\$415.50	\$26.25	-\$389.25
2	402.2.6.1	Pavement	Sq. Yd.	5,000.00	\$3.30	\$16,500.00	5,380.00	3,600.00	\$11,880.00	\$594.00	\$11,286.00	1,780.00	\$5,874.00	\$594.00	\$6,468.00
3	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	160.00	\$8.50	\$1,360.00	173.30	860.00	\$7,310.00	\$365.50	\$6,944.50	(686.70)	-\$5,836.95	\$365.50	-\$5,471.45
4	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	800.00	\$6.50	\$5,200.00	1,238.20	550.00	\$3,575.00	\$178.75	\$3,396.25	688.20	\$4,473.30	\$178.75	\$4,652.05
5	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	1,500.00	\$10.80	\$16,200.00	998.78	1,200.00	\$12,960.00	\$648.00	\$12,312.00	(201.22)	-\$2,173.18	\$648.00	-\$1,525.18
6	403.2.1.7	Furnish and Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	180.00	\$65.00	\$11,700.00	183.10	880.00	\$57,200.00	\$2,860.00	\$54,340.00	(696.90)	-\$45,298.50	\$2,860.00	-\$42,438.50
7	404.2.3	Driveway	Sq. Ft.	1,000.00	\$15.00	\$15,000.00	1,450.50	350.00	\$5,250.00	\$262.50	\$4,987.50	1,100.50	\$16,507.50	\$262.50	\$16,770.00
8	404.1.1	Sidewalk	Sq. Ft.	1,200.00	\$14.00	\$16,800.00	1,059.10	900.00	\$12,600.00	\$630.00	\$11,970.00	159.10	\$2,227.40	\$630.00	\$2,857.40
9	706.2	Install Detectable Warning Fields (supplied by City)	Each	16.00	\$150.00	\$2,400.00	4.00	4.00	\$600.00	\$30.00	\$570.00	0.00	\$0.00	\$30.00	\$30.00
10	999	Fine Grade Roadway / Parking Lot	Sq. Yd.	17,000.00	\$1.55	\$26,350.00	17,000.00	17,000.00	\$26,350.00	\$1,317.50	\$25,032.50	0.00	\$0.00	\$1,317.50	\$1,317.50
11	402.2.3.1	Furnish and install HMA pavement (2-4" Pavement)	Ton	2,450.00	\$74.60	\$182,770.00	2,364.27	2,120.00	\$158,152.00	\$7,907.60	\$150,244.40	244.27	\$18,222.54	\$7,907.60	\$26,130.14
12	999	Furnish and install gravel shoulder (3/4" dense)	Ton	200.00	\$32.20	\$6,440.00	203.40	100.00	\$3,220.00	\$161.00	\$3,059.00	103.40	\$3,329.48	\$161.00	\$3,490.48
13	306.8	Adjust Sewer Manhole	Each	22.00	\$655.00	\$14,410.00	4.00	4.00	\$2,620.00	\$131.00	\$2,489.00	0.00	\$0.00	\$131.00	\$131.00
14	305.8	Adjust Storm Catch Basin	Each	22.00	\$655.00	\$14,410.00	2.00	2.00	\$1,310.00	\$65.50	\$1,244.50	0.00	\$0.00	\$65.50	\$65.50
15	999	Adjust Water Valve	Each	15.00	\$250.00	\$3,750.00	15.00	15.00	\$3,750.00	\$187.50	\$3,562.50	0.00	\$0.00	\$187.50	\$187.50
16	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	100.00	\$25.00	\$2,500.00	186.60	100.00	\$2,500.00	\$125.00	\$2,375.00	86.60	\$2,165.00	\$125.00	\$2,290.00
17	999	Install Pavement Markings - Parking Lots	Lump Sum	1.00	\$1,320.00	\$1,320.00	1.00	1.00	\$1,320.00	\$66.00	\$1,254.00	0.00	\$0.00	\$66.00	\$66.00
18	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	26.00	\$135.00	\$3,510.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
19	706.1	Install and Maintain Traffic Control	Lump Sum	1.00	\$7,195.00	\$7,195.00	1.00	1.00	\$7,195.00	\$359.75	\$6,835.25	0.00	\$0.00	\$359.75	\$359.75
		<b>Total Base Bid</b>				<b>\$347,995.00</b>			<b>\$318,317.00</b>	<b>\$15,915.85</b>	<b>\$302,401.15</b>		<b>-\$924.90</b>	<b>\$15,915.85</b>	<b>\$14,990.95</b>
CO#1	99999	Furnish Stone, Fill and Compact Oil Tank Hole		1.00	\$2,915.00	\$2,915.00						1.00	\$2,915.00	\$0.00	\$2,915.00
CO#1	99999	Furnish & Install 2-Inch HMA		2,124.90	\$3.50	\$7,437.15						2124.90	\$7,437.15	\$0.00	\$7,437.15
		<b>Total Bid</b>				<b>\$358,347.15</b>			<b>\$318,317.00</b>	<b>\$15,915.85</b>	<b>\$302,401.15</b>		<b>\$9,427.25</b>	<b>\$15,915.85</b>	<b>\$25,343.10</b>

**City of Neenah  
Department of Public Works  
Contractor Request for Payment**

Contractor Name: Century Fence, Inc.		Contract No. 9-23	
Address 1300 Hickory Street		Contract Amount \$123,648.35	
City Appleton WI 54914			
Name of Project Epoxy Pavement Markings			
Location of Project Various throughout the City			
Pay Request No.	<b>FINAL</b>	For Period	August 28, 2023 through November 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount	\$123,648.35
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$123,648.35</u>

**WORK PERFORMED TO DATE**

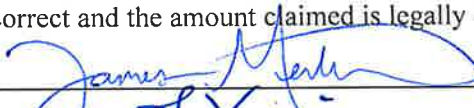

Work Performed to Date	\$124,620.45
Less Retainage of 5%. If different indicate here	\$0.00
Net Amount Earned to Date	\$124,620.45
Less Previous Payments	\$60,900.08

**BALANCE DUE THIS PAYMENT** \$63,720.37

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Pavement Marking-CF	012-5198-742-0236	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00
Pavement Marking	012-5198-743-0236	\$55,000.00	\$55,000.00	\$44,099.92	\$10,900.08
Escrowed Funds	012-4777-742-0236	\$0.00	\$6,000.00	\$6,993.30	\$0.00
Public Infrastructure	012-5198-742-0236	\$0.00	\$12,648.35	\$12,627.15	\$0.00
		<u>\$105,000.00</u>	<u>\$123,648.35</u>	<u>\$63,720.37</u>	<u>\$60,900.08</u>

**CERTIFICATION OF CONTRACTOR:**  
I certify that the foregoing is just and correct and the amount claimed is legally due after showing all just credits

Certified by Engineer		Date: 1/8/24
Certified by Public Works		Date: 1-8-2024
Certified by Water Utility		Date:
Certified by Contractor		Date:
Approved BPW _____		Date:
Approved Common Council (Final Payments Only) _____		Date:

Contract 9-23  
Epoxy Pavment Markings

Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.1				Pay Request FINAL			
						Contractor Completed This Period		Retainage Due this Period	Due this Estimate	Quantity Completed this Period	\$ Completed this Period	Retainage Owed this Period	Due this Estimate
						QTY	\$						
Furnish & Install Epoxy Lane Line 4-inch	LF	4941	\$1.60	\$7,905.60	8,657.00	2,541.00	\$4,065.60	\$101.64	\$3,963.96	6,116.00	\$9,785.60	\$203.28	\$9,988.88
Furnish & Install Epoxy Lane Line 6-inch	LF	8409	\$1.75	\$14,715.75	8,411.00	8,239.00	\$14,418.25	\$360.46	\$14,057.79	172.00	\$301.00	\$720.91	\$1,021.91
Furnish & Install Epoxy Lane Line 8-inch	LF	4798	\$2.50	\$11,995.00	4,735.00	135.00	\$337.50	\$8.44	\$329.06	4,600.00	\$11,500.00	\$16.88	\$11,516.88
Furnish & Install Epoxy Roundabout Line 18-inch	LF	566	\$12.00	\$6,792.00	502.00	280.00	\$3,360.00	\$84.00	\$3,276.00	222.00	\$2,664.00	\$168.00	\$2,832.00
Furnish & Install Epoxy Stop Line 24-inch	LF	51	\$15.00	\$765.00	84.00	45.00	\$675.00	\$16.88	\$658.13	39.00	\$585.00	\$33.75	\$618.75
Furnish & Install Epoxy Crosswalk Line 6-inch	LF	2157	\$9.00	\$19,413.00	2,227.00	1,286.00	\$11,574.00	\$289.35	\$11,284.65	941.00	\$8,469.00	\$578.70	\$9,047.70
Furnish & Install Epoxy Crosswalk Line 12-inch	LF	24	\$10.00	\$240.00	33.00	33.00	\$330.00	\$8.25	\$321.75	0.00	\$0.00	\$16.50	\$16.50
Furnish & Install Epoxy Crosswalk Line 24-inch	LF	2056	\$15.00	\$30,840.00	1,958.00	1,178.00	\$17,670.00	\$441.75	\$17,228.25	780.00	\$11,700.00	\$883.50	\$12,583.50
Furnish & Install Epoxy Diagonal Line 8-inch	LF	116	\$10.00	\$1,160.00	72.00	0.00	\$0.00	\$0.00	\$0.00	72.00	\$720.00	\$0.00	\$720.00
Furnish & Install Epoxy Diagonal Line 12-inch	LF	66	\$11.00	\$726.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Furnish & Install Epoxy Arrow Type 1	Each	21	\$225.00	\$4,725.00	21.00	8.00	\$1,800.00	\$45.00	\$1,755.00	13.00	\$2,925.00	\$90.00	\$3,015.00
Furnish & Install Epoxy Arrow Type 2	Each	8	\$250.00	\$2,000.00	5.00	0.00	\$0.00	\$0.00	\$0.00	5.00	\$1,250.00	\$0.00	\$1,250.00
Furnish & Install Epoxy Arrow Type 2R	Each	1	\$255.00	\$255.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$255.00	\$0.00	\$255.00
Furnish & Install Epoxy Arrow Type 3	Each	35	\$280.00	\$9,800.00	33.00	20.00	\$5,600.00	\$140.00	\$5,460.00	13.00	\$3,640.00	\$280.00	\$3,920.00
Furnish & Install Epoxy Arrow Type 3R	Each	25	\$285.00	\$7,125.00	21.00	15.00	\$4,275.00	\$106.88	\$4,168.13	6.00	\$1,710.00	\$213.75	\$1,923.75
Furnish & Install Epoxy Arrow Bike Lane	Each	1	\$150.00	\$150.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$150.00	\$0.00	\$150.00
Furnish & Install Epoxy Symbol Bike Lane	Each	1	\$150.00	\$150.00	1.00	0.00	\$0.00	\$0.00	\$0.00	1.00	\$150.00	\$0.00	\$150.00
Remove Line Marking 4-inch	LF	530	\$1.70	\$901.00	440.00	0.00	\$0.00	\$0.00	\$0.00	440.00	\$748.00	\$0.00	\$748.00
Remove Line Marking 8-inch	LF	1236	\$2.50	\$3,090.00	1,265.00	0.00	\$0.00	\$0.00	\$0.00	1,265.00	\$3,162.50	\$0.00	\$3,162.50
Remove Line Marking 12-inch	LF	5	\$20.00	\$100.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Remove Arrow/Symbol/Word Marking	Each	4	\$200.00	\$800.00	4.00	0.00	\$0.00	\$0.00	\$0.00	4.00	\$800.00	\$0.00	\$800.00
<b>Total</b>				<b>\$123,648.35</b>			<b>\$64,105.35</b>	<b>\$3,205.27</b>	<b>\$60,900.08</b>		<b>\$60,515.10</b>	<b>\$3,205.27</b>	<b>\$63,720.37</b>