



**City of Neenah**  
**Board of Public Works Agenda**  
**Tuesday, October 10, 2023 at 11:00am**  
**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 September 13, 2023 meeting. (Minutes can be found on the City web site)
- II. Appearances.
- III. Unfinished Business.
- IV. New Business.
  - A. Public Works
    1. Pay Request No.5, Contract 1-23, Sanitary Sewer, Water Main and Street Construction, Burr Avenue, Chestnut Street, Dieckehoff Street, and Laudan Boulevard, to Don E. Parker Excavating, Inc., in the amount of \$248,233.80. (Attachment)
    2. Pay Request No.1, Contract 7-23, Sanitary & Storm Sewer, Water Main and Street Construction, High Street and River Street, to Carl Bowers & Sons Construction Co., Inc., in the amount of \$264,764.05. (Attachment)
    3. Pay Request No.1, Contract 10-23, Parking Lot Resurfacing , 2" Asphalt Mat Overlay in Freedom Acres and Homes at Freedom Meadows, and Library Bumpout, to Northeast Asphalt Inc., in the amount of \$302,401.15. (Attachment)
    4. Pay Request No.1, Contract 11-23, Street Construction, Brookwood Drive, Fairwood Drive, and Hunt Avenue, to Northeast Asphalt in the amount of \$169,009.84. (Attachment)
  - B. Community Development
    1. Development Agreement for Second Addition to the Homes at Freedom Meadows Subdivison. (Attachment)
  - C. Water Utility
    1. Pay Request 2 for Contract 1-23W Cecil Street Water Tower Repainting to Fedewa, Inc., in the amount of \$211,625.00. (Attachment)
    2. Change Order No. 1 Contract 1-23W Cecil Street Tower Repainting, Fedewa, Inc., Hastings, MI, for additional inspection costs, in the amount of (-\$5,625.00). (Attachment)
  - D. Park and Recreation
    1. Pay Request No. 6, Arrowhead Park Phase 2B Pier from Lunda Construction Co. in the amount of \$29,450 for work completed through September 30, 2023, utilizing approved budgeted 2021 CIP Carry Forward Funds. (Attachment)
- IV. Any announcements/questions for the Board.
- V. 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  
Wednesday, September 13, 2023 at 11:00 a.m.**

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

**ALSO PRESENT:** Director of Water Utility Mach and City Clerk Nagel.

**CALL TO ORDER:** Mayor Lang called the meeting to order at 12:33 p.m.

- I. Approval of the minutes of the August 31, 2023 meeting. (Minutes can be found on the City web site)  
**MSC Lendrum/Hillstrom to approve the meeting minutes as presented, all voting aye.**
  
- II. Appearances.  
None.
  
- III. Unfinished Business.  
None.
  
- IV. New Business.
  - A. Water Utility
    1. Pay Request 1 for Contract 1-23W Cecil Street Water Tower Repainting to Fedewa, Inc., in the amount of \$196,650.00. (Attachment)  
**MSC Haese/Lendrum to approve, all voting aye.**  
  
Discussion: The outside is complete, the inside still needs to be painted.
  
- IV. Any announcements/questions for the Board.  
None.
  
- V. Adjournment.  
**MSC Lendrum/Hillstorm to adjourn, all voting aye. Meeting adjourned at 11:09 a.m.**

Respectfully Submitted,

*Charlotte K. Nagel*

Charlotte Nagel  
City Clerk

**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.	5	For Period	September 1, 2023 through September 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	\$2,067,610.04
Less Retainage of 5%. If different indicate here <u>2.5%</u>	\$89,838.41
Net Amount Earned to Date	\$1,977,771.63
Less Previous Payments	\$1,729,537.83
	<u>\$248,233.80</u>

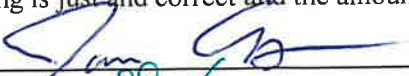


**BALANCE DUE THIS PAYMENT**

**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	\$20,592.15	\$9,782.73
Sanitary Sewer-Burr Ave	046-5059-743-0236	\$70,000.00	\$58,600.00	\$0.00	\$38,483.88
Sanitary Sewer-Chestnut St	046-5055-743-0236	\$680,000.00	\$570,000.00	\$0.00	\$564,862.40
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	\$0.00	\$119,446.80
Street Constr-Burr Ave	012-4335-743-0236	\$89,000.00	\$78,000.00	\$18,217.39	\$21,753.75
Street Constr-Chestnut St	012-4333-743-0236	\$710,000.00	\$624,000.00	\$175,474.55	\$181,755.48
Street Constr-Dieckhoff St	012-4334-743-0236	\$61,000.00	\$54,298.50	\$17,528.16	\$22,049.73
Street Constr-Laudan Blvd	012-4337-743-0236	\$114,000.00	\$100,000.00	\$7,010.49	\$33,077.45
Water Constr-Burr Ave	400-0000-207-0514	\$66,000.00	\$58,369.00	\$1,250.73	\$50,791.01
Water Constr-Chestnut St	400-0000-207-0514	\$449,000.00	\$490,655.00	\$6,106.20	\$472,852.21
Water Constr-Dieckhoff St	400-0000-207-0514	\$56,000.00	\$54,349.00	\$2,054.13	\$49,407.07
Water Constr-Laudan Blvd	400-0000-207-0514	\$128,000.00	\$96,176.00	\$0.00	\$83,093.31
		<u>\$3,062,000.00</u>	<u>\$2,474,739.50</u>	<u>\$248,233.80</u>	<u>\$1,729,537.83</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: 10-6-23
Certified by Public Works 	Date: 10-9-2023
Certified by Water Utility 	Date: 10/6/2023
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.

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.4				Pay Request No.5				
							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	
1	101.3	Furnish and Relay 8-inch PVC Sanitary Sewer	Lin. Ft.	2680	\$76.75	\$205,690.00	2,674.00	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	337.00	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	2,293.00	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	50.00	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	3.00	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	2,627.00	0.00	\$0.00	\$0.00	\$0.00	461.00	\$2,374.15	\$59.35	\$2,314.80
7	103.2	Furnish and Pipeburst 6-inch Sanitary Lateral	Lin. Ft.	200	\$20.60	\$4,120.00	480.00	50.00	\$1,030.00	\$25.75	\$1,004.25	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	0.00	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	76.00	1.00	\$2,678.00	\$66.95	\$2,611.05	7.00	\$18,746.00	\$468.65	\$18,277.35
10	103.4.1	Remove Building Footing to allow Pipeburst	Each	5	\$309.00	\$1,545.00	0.00	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	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.	92	\$506.80	\$46,625.60	91.00	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	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
14	105.2	Adjust Sanitary Manhole	Each	3	\$650.00	\$1,950.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
15	105.6	Remove Sanitary Manhole	Each	14	\$200.00	\$2,800.00	14.00	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	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
<b>Sanitary</b>						<b>\$669,756.55</b>			<b>\$3,708.00</b>	<b>\$92.70</b>	<b>\$3,615.30</b>		<b>\$21,120.15</b>	<b>\$528.00</b>	<b>\$20,592.15</b>
17	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	40	\$213.80	\$8,552.00	49.00	0.00	\$0.00	\$0.00	\$0.00	12.00	\$2,565.60	\$64.14	\$2,501.46
18	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	3400	\$84.70	\$287,980.00	3,342.00	0.00	\$0.00	\$0.00	\$0.00	13.00	\$1,101.10	\$27.53	\$1,073.57
19	201.1.4	Furnish & Install 12-inch PVC C-900 Main	Lin. Ft.	610	\$125.50	\$76,555.00	598.00	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.

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.4				Pay Request No.5				
							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	
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	0.00	\$0.00	\$0.00	\$0.00	109.00	\$3,368.10	\$84.20	\$3,283.90
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	0.00	\$0.00	\$0.00	\$0.00	273.00	\$843.57	\$21.09	\$822.48
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	0.00	\$0.00	\$0.00	\$0.00	1.00	\$824.00	\$20.60	\$803.40
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	0.00	\$0.00	\$0.00	\$0.00	1.00	\$200.00	\$5.00	\$195.00
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.

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.4				Pay Request No.5				
							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	
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	0.00	\$0.00	\$0.00	\$0.00	3.00	\$750.00	\$18.75	\$731.25
<b>Water</b>						<b>\$699,549.00</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$9,652.37</b>	<b>\$241.31</b>	<b>\$9,411.06</b>
38	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	380	\$56.90	\$21,622.00	412.00	99.00	\$5,633.10	\$140.83	\$5,492.28	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	286.00	\$13,785.20	\$344.63	\$13,440.57	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	2.00	\$3,934.00	\$98.35	\$3,835.65	0.00	\$0.00	\$0.00	\$0.00
45	305.8	Adjust Storm Catch Basin	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
46	305.9	Remove Storm Catch Basin	Each	16	\$250.00	\$4,000.00	12.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
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	5.00	\$1,250.00	\$31.25	\$1,218.75	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	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
<b>Storm</b>						<b>\$249,135.45</b>			<b>\$24,602.30</b>	<b>\$615.06</b>	<b>\$23,987.25</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
51	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	12000	\$0.75	\$9,000.00	12,000.00	0.00	\$0.00	\$0.00	\$0.00	12,000.00	\$9,000.00	\$225.00	\$8,775.00
52	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	500	\$1.55	\$775.00	500.00	500.00	\$775.00	\$19.38	\$755.62	0.00	\$0.00	\$0.00	\$0.00
53	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	13000	\$0.01	\$130.00	12,000.00	12,000.00	\$120.00	\$3.00	\$117.00	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.

Item Code	Item Description	UofM	QTY	Unit Price	Extension	Quantity Completed to Date	Pay Request No.4				Pay Request No.5				
							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	6,650.00	6,650.00	\$10,307.50	\$257.69	\$10,049.81	0.00	\$0.00	\$0.00	\$0.00
55	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	20000	\$0.36	\$7,200.00	15,000.00	0.00	\$0.00	\$0.00	\$0.00	15,000.00	\$5,400.00	\$135.00	\$5,265.00
56	402.1.7.4	Unclassified Excavation	Cu. Yd.	9000	\$9.99	\$89,910.00	6,600.00	6,600.00	\$65,934.00	\$1,648.35	\$64,285.65	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	15,295.00	15,295.00	\$29,060.50	\$726.51	\$28,333.99	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	8,900.00	8,900.00	\$141,154.00	\$3,528.85	\$137,625.15	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	6,600.00	0.00	\$0.00	\$0.00	\$0.00	6,600.00	\$108,768.00	\$2,719.20	\$106,048.80
60	403.2.1.8	Furnish and Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	100	\$61.80	\$6,180.00	60.00	0.00	\$0.00	\$0.00	\$0.00	60.00	\$3,708.00	\$92.70	\$3,615.30
61	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	10000	\$6.64	\$66,400.00	10,000.00	0.00	\$0.00	\$0.00	\$0.00	10,000.00	\$66,400.00	\$1,660.00	\$64,740.00
62	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	10000	\$6.34	\$63,400.00	3,000.00	0.00	\$0.00	\$0.00	\$0.00	3,000.00	\$19,020.00	\$475.50	\$18,544.50
63	706.2	Install Detectable Warning Fields (supplied by City)	Each	30	\$77.25	\$2,317.50	25.00	0.00	\$0.00	\$0.00	\$0.00	25.00	\$1,931.25	\$48.28	\$1,882.97
64	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	550	\$2.06	\$1,133.00	450.00	0.00	\$0.00	\$0.00	\$0.00	450.00	\$927.00	\$23.18	\$903.82
65	102.1.5.3.1	Fine Grade Roadway	Sq. Yd.	12000	\$1.85	\$22,200.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
66	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	2750	\$75.60	\$207,900.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
67	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	5000	\$7.72	\$38,600.00	1,000.00	0.00	\$0.00	\$0.00	\$0.00	1,000.00	\$7,720.00	\$193.00	\$7,527.00
68	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$19,040.00	\$19,040.00	1.00	0.60	\$11,424.00	\$285.60	\$11,138.40	0.05	\$952.00	\$23.80	\$928.20
<b>Street</b>						<b>\$856,298.50</b>	<b>0.00</b>		<b>\$258,775.00</b>	<b>\$6,469.38</b>	<b>\$252,305.62</b>		<b>\$223,826.25</b>	<b>\$5,595.66</b>	<b>\$218,230.59</b>
<b>Total</b>						<b>\$2,474,739.50</b>			<b>\$287,085.30</b>	<b>\$7,177.14</b>	<b>\$279,908.17</b>		<b>\$254,598.77</b>	<b>\$6,364.97</b>	<b>\$248,233.80</b>

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

Contractor Name: Carl Bowers & Sons Construction Co., Inc.		Contract No.	7-23
Address: N1844 Malone Rd		Contract Amount	\$442,925.00
City Kaukauna WI 54130			
Name of Project	Sanitary & Storm Sewer, Water Main and Street Construction		
Location of Project	High Street & River Street		
Pay Request No.	1	For Period	August 1, 2023 through September 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount	\$442,925.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$442,925.00</u>

**WORK PERFORMED TO DATE**

Work Performed to Date	\$278,699.00
Less Retainage of 5%. If different indicate here	\$13,934.95
Net Amount Earned to Date	\$264,764.05
Less Previous Payments	\$0.00
	<u>\$264,764.05</u>

**BALANCE DUE THIS PAYMENT**




\$264,764.05

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Sanitary Sewer-Variou Repairs	046-5056-743-0236	\$180,000.00	\$33,600.00	\$23,303.50	\$0.00
Street Constr - High St/River St	012-4338-743-0236	\$133,000.00	\$166,985.00	\$2,987.75	\$0.00
Storm Constr- Various Repairs	049-5203-743-0236	\$227,000.00	\$42,430.00	\$40,835.75	\$0.00
Water Main Constr-High St	400-0000-207-0524	\$130,480.00	\$138,030.00	\$113,888.85	\$0.00
Water Main Constr-River St	400-0000-207-0520	\$65,520.00	\$61,880.00	\$83,748.20	\$0.00
		<u>\$736,000.00</u>	<u>\$442,925.00</u>	<u>\$264,764.05</u>	<u>\$0.00</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: 10-6-23
Certified by Public Works		Date: 10-9-2023
Certified by Water Utility		Date: 10/9/2023
Certified by Contractor		Date:
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 7-23

Sanitary Storm Sewer, Water Main, and Street Construction on River Street and High Street

							Pay Request No.1			
							Contractor Completed This Period		Retainage Due this Period	Due this Estimate
Item Code	Item Description	UofM	QTY	Unit Price	Extension	QTY	\$			
1	102.3	Furnish and Relay 6 inch Sanitary Lateral in ROW	Lin. Ft.	260	\$110.00	\$28,600.00	223.00	\$24,530.00	\$1,226.50	\$23,303.50
2	102.6	Reconnect Lateral to Main	Each	2	\$500.00	\$1,000.00	0.00	\$0.00	\$0.00	\$0.00
3	105.2	Adjust Sanitary Manhole	Each	5	\$800.00	\$4,000.00	0.00	\$0.00	\$0.00	\$0.00
<b>Total Base Bid Sanitary Sewer</b>						<b>\$33,600.00</b>		<b>\$24,530.00</b>	<b>\$1,226.50</b>	<b>\$23,303.50</b>
4	201.1.1	Furnish & Install 6-inch PVC C-900 Main	Lin. Ft.	10	\$175.00	\$1,750.00	22.00	\$3,850.00	\$192.50	\$3,657.50
5	201.1.2	Furnish & Install 8-inch PVC C-900 Main	Lin. Ft.	910	\$99.00	\$90,090.00	901.00	\$89,199.00	\$4,459.95	\$84,739.05
6	9999	Furnish and install 16-inch steel casing pipe - jack and bore	Lin. Ft.	62	\$635.00	\$39,370.00	70.00	\$44,450.00	\$2,222.50	\$42,227.50
7	202.1.2	Furnish & Install 1.25-inch PE Water Service in ROW by Trenching	Lin. Ft.	250	\$78.00	\$19,500.00	230.00	\$17,940.00	\$897.00	\$17,043.00
8	202.1.4	Furnish & Install 2-inch PE Water Service in ROW by Trenching	Lin. Ft.	50	\$80.00	\$4,000.00	60.00	\$4,800.00	\$240.00	\$4,560.00
9	202.2.2	Furnish & Install 1.25-inch PE Water Service in ROW by Pulling	Lin. Ft.	0	\$85.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
10	202.3.2	Furnish & Install 1.25-inch PE Water Service in ROW by Drilling	Lin. Ft.	0	\$100.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
11	202.9.2	Furnish & Install 1.25-inch Service Brass Set	Each	11	\$750.00	\$8,250.00	12.00	\$9,000.00	\$450.00	\$8,550.00
12	202.9.4	Furnish & Install 2-inch Service Brass Set	Each	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	\$75.00	\$1,425.00
13	203.1.1	Furnish & Install Cathodic Protection to Water Service	Each	3	\$150.00	\$450.00	2.00	\$300.00	\$15.00	\$285.00
14	203.1.6	Abandon Valve Box	Each	7	\$500.00	\$3,500.00	5.00	\$2,500.00	\$125.00	\$2,375.00
15	204.2.4	Furnish & Install 8-inch MJRW Valve and Box	Each	6	\$3,000.00	\$18,000.00	7.00	\$21,000.00	\$1,050.00	\$19,950.00
16	205.1	Furnish & Install Hydrant, Lead and Valve	Each	1	\$8,000.00	\$8,000.00	1.00	\$8,000.00	\$400.00	\$7,600.00
17	205.2	Abandon Hydrant	Each	1	\$1,000.00	\$1,000.00	1.00	\$1,000.00	\$50.00	\$950.00
18	9999	Coordinate Water Main and Roadway Crossing with Railroad (Including Fees)	Lump Sum	1	\$4,500.00	\$4,500.00	1.00	\$4,500.00	\$225.00	\$4,275.00

Sanitary Storm Sewer, Water Main, and Street Construction on River Street and High Street

							Pay Request No.1			
Item Code	Item Description	UofM	QTY	Unit Price	Extension	Contractor Completed This Period		Retainage	Due this	
						QTY	\$	Due this Period	Estimate	
<b>Total Base Bid Water</b>					<b>\$199,910.00</b>		<b>\$208,039.00</b>	<b>\$10,401.95</b>	<b>\$197,637.05</b>	
19	301.4	Furnish and Relay 10-inch Storm Sewer	Lin. Ft.	80	\$96.00	\$7,680.00	110.00	\$10,560.00	\$528.00	\$10,032.00
20	301.5	Furnish and Relay 12-inch Storm Sewer	Lin. Ft.	140	\$95.00	\$13,300.00	135.00	\$12,825.00	\$641.25	\$12,183.75
21	305.1	Furnish and Install Catch Basin	Each	4	\$3,000.00	\$12,000.00	5.00	\$15,000.00	\$750.00	\$14,250.00
22	305.8	Adjust Storm Catch Basin	Each	8	\$400.00	\$3,200.00	0.00	\$0.00	\$0.00	\$0.00
23	305.9	Remove Storm Catch Basin	Each	3	\$750.00	\$2,250.00	4.00	\$3,000.00	\$150.00	\$2,850.00
24	306.8	Adjust Storm Manhole	Each	6	\$400.00	\$2,400.00	0.00	\$0.00	\$0.00	\$0.00
25	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	16	\$100.00	\$1,600.00	16.00	\$1,600.00	\$80.00	\$1,520.00
<b>Total Base Bid Storm</b>						<b>\$42,430.00</b>		<b>\$42,985.00</b>	<b>\$2,149.25</b>	<b>\$40,835.75</b>
26	402.2.6.2	Remove Existing Pavement and Maintain Utility Trench	Lin. Ft.	1300	\$1.00	\$1,300.00	1,300.00	\$1,300.00	\$65.00	\$1,235.00
27	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	400	\$2.00	\$800.00	0.00	\$0.00	\$0.00	\$0.00
28	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	3300	\$3.00	\$9,900.00	0.00	\$0.00	\$0.00	\$0.00
29	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	350	\$14.00	\$4,900.00	0.00	\$0.00	\$0.00	\$0.00
30	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	2500	\$1.25	\$3,125.00	0.00	\$0.00	\$0.00	\$0.00
31	402.1.7.4	Unclassified Excavation	Cu. Yd.	500	\$14.00	\$7,000.00	0.00	\$0.00	\$0.00	\$0.00
32	402.1.4.11	Furnish and Install Geogrid	Sq. Yd.	800	\$2.00	\$1,600.00	0.00	\$0.00	\$0.00	\$0.00
33	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	850	\$16.40	\$13,940.00	0.00	\$0.00	\$0.00	\$0.00
34	403.2.1.1	Furnish and Install Concrete Curb & Gutter	Lin. Ft.	500	\$65.00	\$32,500.00	0.00	\$0.00	\$0.00	\$0.00
35	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	1500	\$6.60	\$9,900.00	0.00	\$0.00	\$0.00	\$0.00
36	404.3.2	Furnish and Install 6-inch Concrete Sidewalk/Driveway	Sq. Ft.	1000	\$7.60	\$7,600.00	0.00	\$0.00	\$0.00	\$0.00
37	706.2	Install Detectable Warning Fields (supplied by City)	Each	8	\$52.50	\$420.00	0.00	\$0.00	\$0.00	\$0.00
38	402.1.5.3	Furnish and Install 1/2-inch rods	Lin. Ft.	100	\$6.30	\$630.00	0.00	\$0.00	\$0.00	\$0.00
39	9999	Fine Grade Roadway	Sq. Yd.	3300	\$2.10	\$6,930.00	0.00	\$0.00	\$0.00	\$0.00
40	402.2.3.1	Furnish and Install HMA Pavement (4-inch)	Ton	740	\$81.00	\$59,940.00	0.00	\$0.00	\$0.00	\$0.00

Contract 7-23

Sanitary Storm Sewer, Water Main, and Street Construction on River Street and High Street

							Pay Request No.1			
							Contractor Completed This Period		Retainage Due this Period	Due this Estimate
Item Code	Item Description	UofM	QTY	Unit Price	Extension	QTY	\$			
41	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	200	\$12.00	\$2,400.00	0.00	\$0.00	\$0.00	\$0.00
42	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$4,100.00	\$4,100.00	0.45	\$1,845.00	\$92.25	\$1,752.75
<b>Total Base Bid Street</b>						<b>\$166,985.00</b>		<b>\$3,145.00</b>	<b>\$157.25</b>	<b>\$2,987.75</b>
<b>Total</b>					<b>\$442,925.00</b>			<b>\$278,699.00</b>	<b>\$13,934.95</b>	<b>\$264,764.05</b>

**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.	1	For Period	August 1, 2023 through September 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount	\$347,995.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$347,995.00</u>

**WORK PERFORMED TO DATE**

Work Performed to Date	\$318,317.00
Less Retainage of 5%. If different indicate here	\$15,915.85
Net Amount Earned to Date	\$302,401.15
Less Previous Payments	\$0.00
	<u>\$302,401.15</u>

**BALANCE DUE THIS PAYMENT**

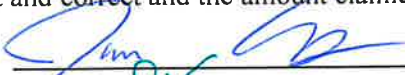

\$302,401.15

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Resurface Parking Lots	012-4341-743-0236	\$200,000.00	\$134,357.00	\$149,055.00	\$0.00
2" Asphalt Mat-Freedom Acres	046-5057-743-0236	\$45,500.00	\$75,169.40	\$45,687.88	\$0.00
2" Asphalt Mat-Homes at Freedom	049-5278-743-0236	\$61,200.00	\$88,468.60	\$80,700.60	\$0.00
Library Bump Out	400-0000-207-0523	\$40,000.00	\$50,000.00	\$26,957.68	\$0.00
		<u>\$346,700.00</u>	<u>\$347,995.00</u>	<u>\$302,401.15</u>	<u>\$0.00</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: 10/9/23
Certified by Public Works		Date: 10-9-23
Certified by Water Utility		Date:
Certified by Contractor		Date:
	Approved BPW _____	Date:
	Approved Common Council (Final Payments Only)	Date:

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Qty Completed To Date	Pay Request No.1			
								Contractor Completed This Period	Retainage Due this Period	Due this Estimate	
								QTY	\$		
1	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	600	\$0.30	\$180.00	1,750.00	1,750.00	\$525.00	\$26.25	\$498.75
2	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	5000	\$3.30	\$16,500.00	3,600.00	3,600.00	\$11,880.00	\$594.00	\$11,286.00
3	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	160	\$8.50	\$1,360.00	860.00	860.00	\$7,310.00	\$365.50	\$6,944.50
4	404.4.5	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	800	\$6.50	\$5,200.00	550.00	550.00	\$3,575.00	\$178.75	\$3,396.25
5	401.1.1	Furnish and Install Crushed Aggregate Base	Ton	1500	\$10.80	\$16,200.00	1,200.00	1,200.00	\$12,960.00	\$648.00	\$12,312.00
6	403.2.1.7	Furnish and Install 30-inch Concrete Curb and Gutter (continuous)	Lin. Ft.	180	\$65.00	\$11,700.00	880.00	880.00	\$57,200.00	\$2,860.00	\$54,340.00
7	404.2.3	Furnish and install 8" Concrete Driveway	Sq. Ft.	1000	\$15.00	\$15,000.00	350.00	350.00	\$5,250.00	\$262.50	\$4,987.50
8	404.1.1	Furnish and Install 4" Concrete Sidewalk	Sq. Ft.	1200	\$14.00	\$16,800.00	900.00	900.00	\$12,600.00	\$630.00	\$11,970.00
9	706.2	Install Detectable Warning Fields (supplied by City)	Each	16	\$150.00	\$2,400.00	4.00	4.00	\$600.00	\$30.00	\$570.00
10	999	Fine Grade Roadway / Parking Lot	Sq. Yd.	17000	\$1.55	\$26,350.00	17,000.00	17,000.00	\$26,350.00	\$1,317.50	\$25,032.50
11	402.2.3.1	Furnish and install HMA pavement (2-4" Pavement)	Ton	2450	\$74.60	\$182,770.00	2,120.00	2,120.00	\$158,152.00	\$7,907.60	\$150,244.40
12	999	Furnish and install gravel shoulder (3/4" dense)	Ton	200	\$32.20	\$6,440.00	100.00	100.00	\$3,220.00	\$161.00	\$3,059.00
13	306.8	Adjust Sewer Manhole	Each	22	\$655.00	\$14,410.00	4.00	4.00	\$2,620.00	\$131.00	\$2,489.00
14	305.8	Adjust Storm Catch Basin	Each	22	\$655.00	\$14,410.00	2.00	2.00	\$1,310.00	\$65.50	\$1,244.50
15	999	Adjust Water Valve	Each	15	\$250.00	\$3,750.00	15.00	15.00	\$3,750.00	\$187.50	\$3,562.50
16	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	100	\$25.00	\$2,500.00	100.00	100.00	\$2,500.00	\$125.00	\$2,375.00
17	999	Install Pavement Markings - Parking Lots	Lump Sum	1	\$1,320.00	\$1,320.00	1.00	1.00	\$1,320.00	\$66.00	\$1,254.00
18	308.2.4	Install and Maintain Type "D" Inlet Protection	Each	26	\$135.00	\$3,510.00	0.00	0.00	\$0.00	\$0.00	\$0.00
19	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$7,195.00	\$7,195.00	1.00	1.00	<u>\$7,195.00</u>	<u>\$359.75</u>	<u>\$6,835.25</u>
						<b>\$347,995.00</b>			<b>\$318,317.00</b>	<b>\$15,915.85</b>	<b>\$302,401.15</b>

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

Contractor Name: Northeast Asphalt, Inc.		Contract No.	11-23
Address: W6380 Design Dr		Contract Amount	\$486,851.00
City Greenville WI 54942			
Name of Project	Street Construction		
Location of Project	Brookwood Dr, Fairwood Dr and Hunt Ave		
Pay Request No.	2	For Period	September 1, 2023 through September 30, 2023

**CONTRACT SUMMARY**

Original Contract Amount	\$486,851.00
Net Amount of Change Order	\$0.00
Adjusted Contract Amount	<u>\$486,851.00</u>

**WORK PERFORMED TO DATE**

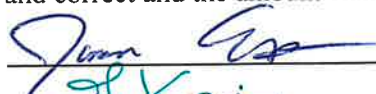

Work Performed to Date	\$364,155.85
Less Retainage of 5%. If different indicate here	\$18,207.80
Net Amount Earned to Date	\$345,948.06
Less Previous Payments	\$176,938.22
<b>BALANCE DUE THIS PAYMENT</b>	<b><u>\$169,009.84</u></b>

**CONTRACT BREAKOUT**

	Account Numbers	Budget Total	Contract Breakdown	Due This Estimate	Paid to Date
Storm Sewer Various	049-5203-743-0236	\$227,000.00	\$9,784.00	\$0.00	\$3,800.00
Sanitary Sewer-Variou Repairs	046-5001-743-0236	\$180,000.00	\$7,252.00	\$8,451.20	\$0.00
Street Constr-Brookwood Dr	012-4345-743-0236	\$95,900.00	\$94,000.00	\$ 32,124.36	\$34,641.28
Street Constr-Fairwood Dr	012-4344-743-0236	\$174,200.00	\$174,000.00	\$ 59,464.27	\$64,123.22
Street Constr-Hunt Ave	012-4343-743-0236	\$200,500.00	\$201,815.00	\$ 68,970.01	\$74,373.72
		<u>\$877,600.00</u>	<u>\$486,851.00</u>	<u>\$169,009.84</u>	<u>\$176,938.22</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: 10-6-23
Certified by Public Works		Date: 10-9-2023
Certified by Water Utility		Date:
Certified by Contractor		Date:
	Approved BPW	Date:
	Approved Common Council (Final Payments Only)	Date:

Contract 11-23  
Street Construction  
Brookwood Fairwood and Hunt Ave

Line Item	Item Code	Item Description	UofM	Original Bid			Pay Request No.1			Pay Request No.2				
				Quantity	Unit Price	Extension	Contractor Completed This Period QTY	Retainage Due this Period \$	Due to Contractor This Period	Contractor Completed This Period QTY	Retainage Due this Period \$	Due to Contractor This Period		
11	105.2	Adjust sewer manhole	Each	16	\$556.00	\$8,896.00	0.00	\$0.00	\$0.00	\$0.00	16.00	\$8,896.00	\$444.80	\$8,451.20
Sanitary Total						\$8,896.00		\$0.00	\$0.00	\$0.00		\$8,896.00	\$444.80	\$8,451.20
12	203.1.6	Adjust Water Valve Box	Each	4	\$250.00	\$1,000.00	0.00	\$0.00	\$0.00	\$0.00	4.00	\$1,000.00	\$50.00	\$950.00
Water Total						\$1,000.00		\$0.00	\$0.00	\$0.00		\$1,000.00	\$50.00	\$950.00
13	306.6	Furnish and install Chimney Seal	Each	7	\$480.00	\$3,360.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
14	305.7	Adjust Storm Catch Basin	Each	10	\$400.00	\$4,000.00	10.00	\$4,000.00	\$200.00	\$3,800.00	0.00	\$0.00	\$0.00	\$0.00
15	308.2.3	Install & Maintain Catch Basin Protection Type C	Each	12	\$65.00	\$780.00	0.00	\$0.00	\$0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00
Storm Water Total						\$8,140.00		\$4,000.00	\$200.00	\$3,800.00		\$0.00	\$0.00	\$0.00
1	405.1	Sawcut Existing Bituminous Pavement	Lin. Ft.	200	\$0.90	\$180.00	100.00	\$90.00	\$4.50	\$85.50	0.00	\$0.00	\$0.00	\$0.00
2	402.2.6.1	Remove Existing Bituminous Pavement	Sq. Yd.	9500	\$1.90	\$18,050.00	9,500.00	\$18,050.00	\$902.50	\$17,147.50	0.00	\$0.00	\$0.00	\$0.00
3	403.2.5.1	Remove Concrete Curb and Gutter	Lin. Ft.	300	\$3.50	\$1,050.00	207.50	\$726.25	\$36.31	\$689.94	0.00	\$0.00	\$0.00	\$0.00
4	404.4.4	Remove Concrete Sidewalk/Driveway Apron	Sq. Ft.	3000	\$1.50	\$4,500.00	601.46	\$902.19	\$45.11	\$857.08	0.00	\$0.00	\$0.00	\$0.00
5	402.1.7.4	Unclassified Excavation	Cu. Yd.	5900	\$10.00	\$59,000.00	4,000.00	\$40,000.00	\$2,000.00	\$38,000.00	212.13	\$2,121.30	\$106.07	\$2,015.23
6	402.1.4.1.1	Furnish and Install Geogrid	Sq. Yd.	9500	\$2.10	\$19,950.00	9,500.00	\$19,950.00	\$997.50	\$18,952.50	316.44	\$664.52	\$33.23	\$631.29
7	401.1.1	Furnish and Install Base Crushed Aggregate Base	Ton	8000	\$14.80	\$118,400.00	5,000.00	\$74,000.00	\$3,700.00	\$70,300.00	286.37	\$4,238.28	\$211.91	\$4,026.37
8	403.2.1.8	Furnish & Install 30-inch Concrete Curb and Gutter (repair)	Lin. Ft.	300	\$71.55	\$21,465.00	207.50	\$14,846.63	\$742.33	\$14,104.29	0.00	\$0.00	\$0.00	\$0.00
9	404.4.1	Furnish & Install 4-inch Concrete Sidewalk Repair	Sq. Ft.	2000	\$9.80	\$19,600.00	254.40	\$2,493.12	\$124.66	\$2,368.46	0.00	\$0.00	\$0.00	\$0.00
10	404.4.2	Furnish & Install 6-inch Concrete Sidewalk/Driveway Apron Repair	Sq. Ft.	1000	\$12.80	\$12,800.00	356.06	\$4,557.57	\$227.88	\$4,329.69	0.00	\$0.00	\$0.00	\$0.00
17	402.2.3.1	Furnish & Install HMA Pavement (4-inch)	Ton	2100	\$77.30	\$162,330.00	0.00	\$0.00	\$0.00	\$0.00	1,800.00	\$139,140.00	\$6,957.00	\$132,183.00
18	402.1.5.1	Furnish and Install 1/2-inch rods	Lin. Ft.	300	\$2.00	\$600.00	250.00	\$500.00	\$25.00	\$475.00	0.00	\$0.00	\$0.00	\$0.00
19	403.2.4.7	Furnish & Install Detectable Warning Fields (Furnished by City)	Each	4	\$400.00	\$1,600.00	7.00	\$2,800.00	\$140.00	\$2,660.00	-6.00	(\$2,400.00)	(\$120.00)	(\$2,280.00)
16	9999	Fine grade road base	Sq. Yd.	9500	\$2.40	\$22,800.00	0.00	\$0.00	\$0.00	\$0.00	9,500.00	\$22,800.00	\$1,140.00	\$21,660.00
20	505.1	Furnish & Install Terracing, Fertilize, Seed & Hydromulch	Sq. Yd.	200	\$18.00	\$3,600.00	105.00	\$1,890.00	\$94.50	\$1,795.50	0.00	\$0.00	\$0.00	\$0.00
21	706.1	Install and Maintain Traffic Control	Lump Sum	1	\$2,890.00	\$2,890.00	0.50	\$1,445.00	\$72.25	\$1,372.75	0.50	\$1,445.00	\$72.25	\$1,372.75
Street Total						\$468,815.00		\$182,250.75	\$9,112.54	\$173,138.22		\$168,009.10	\$8,400.46	\$159,608.64
<b>Total Bid</b>						<b>\$486,851.00</b>		<b>\$186,250.75</b>	<b>\$9,312.54</b>	<b>\$176,938.22</b>		<b>\$177,905.10</b>	<b>\$8,895.26</b>	<b>\$169,009.84</b>



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

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**DATE:** October 9, 2023  
**TO:** Board of Public Works  
**FROM:** Brad Schmidt, AICP, Deputy Director of Community Development  
**RE:** Development Agreement – Second Addition to The Homes at Freedom Meadows 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 Second Addition to The Homes at Freedom Meadows 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 34 single-family residential lots located west of Woodenshoe Road. The land is zoned R-1, Single-Family Residence District. This subdivision is the third phase of the Homes at Freedom Meadows subdivision located directly east and southeast 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 north and west of the development. The costs associated with oversizing 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 Freedom Meadows Drive and Liberty Avenue and future sidewalks along Valor Place, Patriot Way, and Liberty Avenue.

In addition, the developer is dedicating 4.2 acres of land to the City for a future park. Funding is identified in the 5-year Capital Improvement Plan for the construction of the park.

Upon approval of the proposed development agreement, the Developer will purchase, from the City, the land for **\$177,105.30**

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) - **\$19,939.80**
- Oversized Sanitary Sewer Fee (\$1000/acre) - **\$19,939.80**
- Street Trees (\$200/lot) – **\$6,800**
- Storm water Management Fee (\$200+\$75/lot) - **\$2,750**
- Oversized Water Main Fee (\$2,240.95/acre) - **\$44,684.09**
- Inspection Fees (Billed to Developer) – Water Inspection (**\$5,100**) and DPW Inspection (**\$2,500**)
- Storm Water Pond Construction **\$67,722.10**

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 Second Addition to The Homes at Freedom Meadows Subdivision Development Agreement.**

DOCUMENT NUMBER

DEVELOPMENT AND FEE AGREEMENT

THIS SPACE RESERVED FOR RECORDING DATA

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, all of Section 1, Township 19 North, Range 16 East, City of Neenah, Winnebago County, Wisconsin, containing 868,579 Square Feet (19.9398 Acres) of land described as follows:

Commencing at the East 1/4 corner of Section 1; thence, along the North line of the Southeast 1/4 of said Section 1, S88°52'57"W, 870.00 feet to the point of beginning; thence, along the West line of lands described in Document Number 461232, S00°20'38"E, 340.03 feet; thence, along the South line of said lands described in Document Number 461232, N88°52'53"E, 135.94 feet to the Northwest corner to 1st Addition to The Homes at Freedom Meadows; thence, along a West line of said 1st Addition to The Homes of Freedom Meadows, S22°09'07"W, 431.50 feet to the West right-of-way line of Freedom Meadows Drive; thence, along said West right-of-way line, S12°12'25"W, 50.13 feet; thence, along a West line of said 1st Addition to Homes of Freedom Meadows, S00°20'42"E, 267.22 feet to the North right-of-way line of Liberty Avenue; thence, along said North right-of-way line, N87°28'58"W, 55.56 feet; thence, continuing along said North right-of-way line, 26.39 feet along the arc of a curve to the left with a radius of 530.00 feet and a chord of 26.38 feet which bears N88°55'08"W; thence, continuing along said North right-of-way line, S89°45'44"W, 36.63 feet to a West line of The Homes of Freedom Meadows; thence, along said West line, S22°09'06"W, 297.42 feet; thence, S89°45'44"W, 642.52 feet; thence, N24°42'39"E, 979.80 feet; thence, N00°53'26"W, 50.00 feet; thence, S89°06'34"W, 192.60 feet; thence, N01°07'03"W, 377.95 feet to said North line of the Southeast 1/4; thence, along said North line, N88°52'57"E, 698.27 feet to the point of beginning, subject to all easements, and restrictions of record.

Recording Area

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

Parcel No.: 8-11-4000-00-04

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 "Second Addition to The Homes at Freedom Meadows" 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 Homes at Freedom Meadows (Outlot 2 in the First Addition to the Homes at Freedom Meadows). 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 IV 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. **Outlot 3 Dedication.** Upon purchase of the parcel by the Developer, the Developer will dedicate Outlot 3 to the City. The City will own and maintain this property. The primary use of this outlot is for a utility corridor. The City reserves the right to construct a temporary road upon said outlot until such time as a platted, permanent street connects Liberty Avenue and Freedom Meadows Drive. The City will construct a sidewalk connection between Liberty Avenue and Freedom Meadows Drive.
8. **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.
9. **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.
10. **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.
11. **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:

- Patriot Way
- Valor Place

*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.

*Two-Inch Asphalt Mat:* The Developer shall pay the full cost of placing a two-inch asphalt mat on identified 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 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 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.

12. **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.
13. **Park Dedication.** The Developer agrees to dedicate Outlot 6 to the City for a future public park. The City is responsible costs related to the construction of the park including utilities.
14. **Outlots and Public Parks.** [Intentionally left blank]
15. **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.
16. **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.
17. **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.

18. **Off-Site and Other Existing Improvements.** [Intentionally left blank]
19. **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](#)).
20. **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.
21. **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 \$2,750 for plan review and an estimated \$7,600 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.
22. **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.
23. **City Costs.** [Intentionally left blank]
24. **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 **\$251,105.00**. The escrow amount is based on the sums shown in [Exhibit 5](#).
25. **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.

26. **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.
27. **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.
28. **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.
29. **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.
30. **Modification.** This agreement may not be modified or amended, except in writing, with the written approval of both the City and the Developer.
31. **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  
1430 Freedom Court  
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 \_\_\_\_\_, 2023.

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

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

THIS INSTRUMENT DRAFTED BY:

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

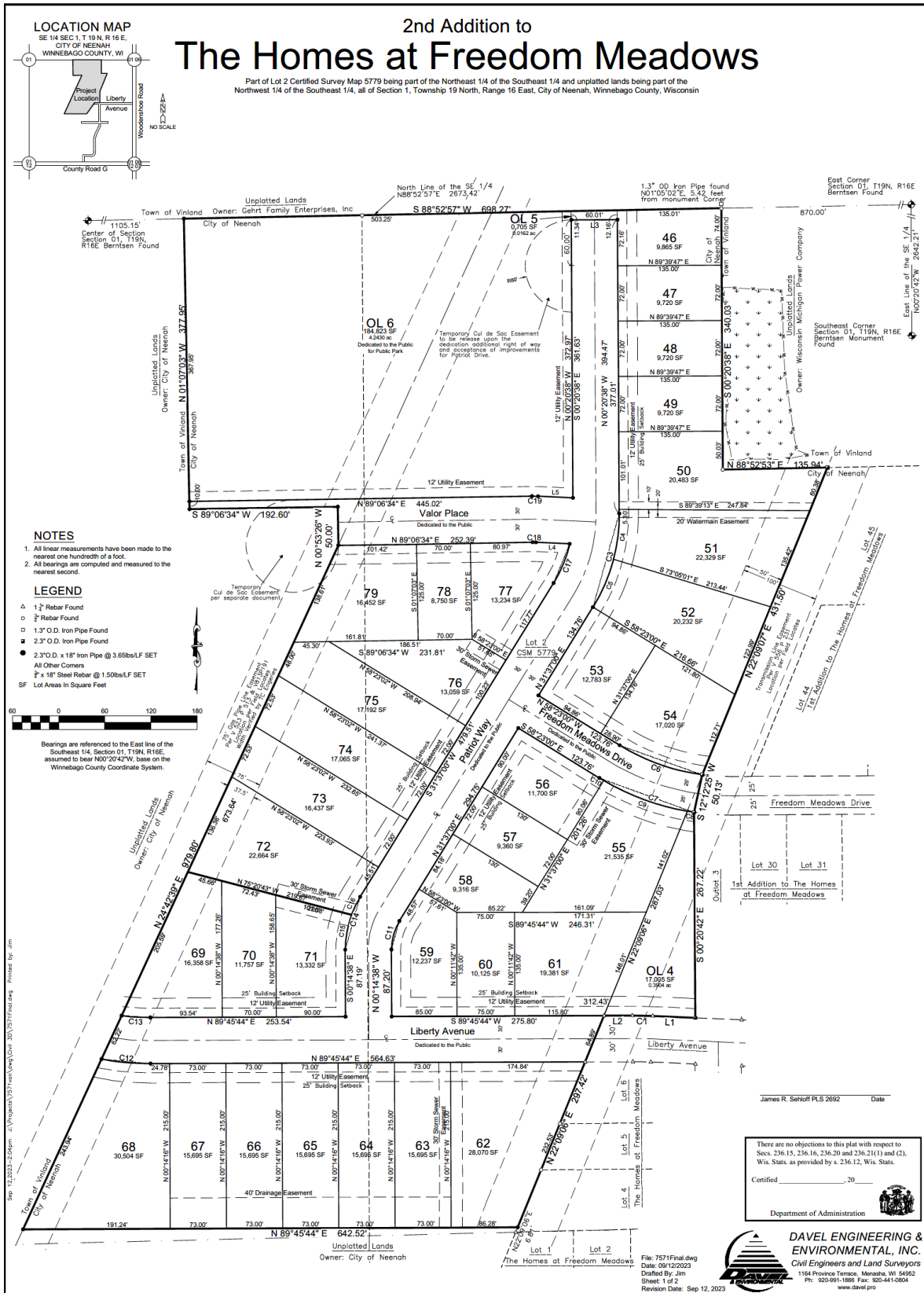
(SIGNATURES MAY BE AUTHENTICATED OR  
ACKNOWLEDGED. BOTH ARE NOT NECESSARY.)

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: \_\_\_\_\_)

# Exhibit 1

## Second Addition to The Homes at Freedom Meadows Plat Map





**Exhibit 2**  
**Second Addition to The Homes at Freedom Meadows**

**Fee Schedule**

Total Developable Acres = 19.9398  
Total Lots = 34

1. Subdivision Fee: \$1,000/acre x 19.9398	\$19,939.80
2. Oversized sanitary sewer interceptor fee: \$1,000/acre x 19.9398	\$19,939.80
3. Storm water management, erosion control, plan review and inspection fee: \$200 + \$75/lot	\$2,750.00
<hr/>	
<b>Total Fees Due Upon Billing</b>	<b>\$43,629.60</b>

Land Sale: \$8,882/acre x 19.9398 \$177,105.30

**Due to City prior to signing Final Plat \$177,105.30**

**Exhibit 3**  
**Second Addition to The Homes at Freedom Meadows**  
**Storm Sewer Cost**  
**Public Infrastructure**  
**(Estimated)**

1. Acreage

Total Developable Acres

2. Storm/Infrastructure Construction Costs

Total Private (Developer) Costs (estimated)

Total Public Costs (estimated)

---

Total Construction Costs (estimated)

3. Summary Public Infrastructure Costs

Developer Storm Fee Due City (\$9,000/ac x 19.94 acres)

Public Storm Sewer Funded by Developer (estimated)

**Balance Due Developer for Public Storm Sewer Funded by Developer (estimated)**

Storm Water Pond Reimbursement Costs

4.

Construction Cost of Outlot 2 Pond = \$185,794.50

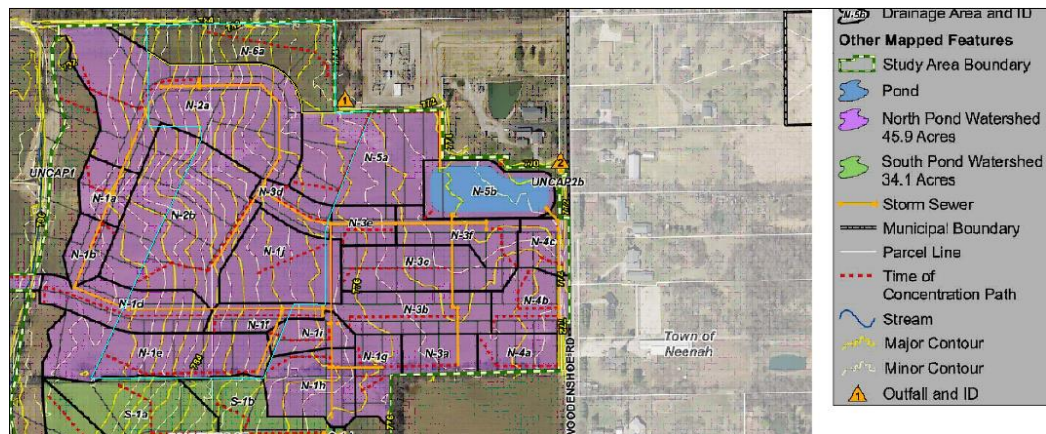
Total Watershed Served by Pond = 45.90 acres

Contributing Area within this Phase = 16.93 acres

Percent of Total Watershed = 36.45%

**Developer Reimbursement to City for Held Pond Cost**

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



**Exhibit 4**  
**Second Addition to The Homes at Freedom Meadows**

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

1. Acreage	
Total Developable Acres	19.9398
2. Water Main Infrastructure Costs	
Total Private (Developer) Construction Costs (estimated)	\$301,000.00
3. Total Public Infrastructure Costs	
Total Water Main Oversizing Costs Due Developer (estimated)	\$20,000.00
4. Inspection Fee Due Water Utility Upon Billing (estimated)	\$5,100.00
5. Water Main Oversizing Fee - \$2,240.95/acre (Due City)	\$44,684.09
Total Water Main Oversizing Fee Due to City	<b>\$44,684.09</b>

**Exhibit 5**  
**Second Addition to The Homes at Freedom Meadows**

**Escrow/Prepayment**

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

1. Two-Inch Mat (\$60/centerline foot)	\$52,800.00
Freedom Meadows Drive: 250 feet	
Liberty Avenue: 630 feet	
2. Gravel Street Maintenance (\$10/centerline foot)	\$14,600.00
Patriot Way: 1,130 feet	
Valor Place: 330 feet	
3. Final Street Construction	\$14,415.00
Outlot 4: 118.58 feet ((\$130/front foot) = \$14,415	
4. Sidewalk Installation (at \$45/lineal foot)	\$169,290.00
Freedom Meadows Drive (South side): 255 LF	
Liberty Avenue: 1,344 LF	
Patriot Way (excluding park frontage): 1,863 LF	
Valor Place (excluding park frontage): 300 LF	

---

<b>Total Prepayment/Escrow required</b>	<b>\$ 251,105.00</b>
---	----------------------

**Exhibit 6**  
**Second Addition to The Homes at Freedom Meadows**

**Terrace Tree Contribution**

1.	Terrace Tree Contribution: \$200/lot x 34 lots	\$6,800.00
<hr/>		
	<b>Total amount due</b>	<b>\$6,800.00</b>

**Exhibit 7**  
**Second Addition to The Homes at Freedom Meadows**  
**Oversize Sanitary Sewer**

**Estimated Developer's Cost Due City**

Sanitary Sewer Main Costs Due Developer (estimated <sup>1</sup> )	\$ 5,615.00
Sanitary Sewer Manhole Costs Due Developer (estimated <sup>1</sup> )	\$ 8,064.00
Installation Inspection Fee Due Department of Public Works (estimated)	\$ 2,500.00
<hr/>	
<b>Total Due at the time of billing</b>	<b>\$ 2,500.00</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.*

**Exhibit 8**  
**Second Addition to The Homes at Freedom Meadows**  
**Summary of Developer's Costs and Financing Per Lot**

Land Sale – Due to City Immediately

[Exhibit 2:](#) \$8,882.00/acre x 19.9398 acres \$177,105.30

Estimated Developer's Cost Due at Billing

[Exhibit 4:](#) Inspection Fee – Water Utility (Estimate) \$ 5,100.00

[Exhibit 7:](#) Construction Inspection Fees (Estimate) \$ 2,500.00

Estimated Storm Sewer Due City

[Exhibit 3:](#) Storm Water Pond Construction due City \$ 67,722.10

[Exhibit 3:](#) Public Storm Sewer Fee Due (Estimate) \$ 45,112.40

Estimated Oversized Water Main and Sanitary Sewer Reimbursement Due Developer

[Exhibit 4:](#) 12 inch and 16 inch water main and valves (Estimate) \$ 20,000.00

[Exhibit 7:](#) Oversize sanitary sewer main depth (Estimate) \$ 5,615.00

[Exhibit 7:](#) Oversize sanitary sewer manhole depth (Estimate) \$ 8,064.00

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

[Exhibit 2:](#) Subdivision Fee \$ 19,939.80

Oversized Sanitary Fee \$ 19,939.80

Storm Water Management Fee \$ 2,750.00

[Exhibit 6:](#) Terrace Tree Contribution (\$200.00 x 15 lots) \$ 6,800.00

[Exhibit 4:](#) Oversized Water Main Fee \$ 44,684.09

**Total to be financed by City (estimated) \$ 94,113.69**

**Special Assessment Applied To  
Each Lot (estimated) and Due at Building Permit \$ 2,768.05**  
(\$94,113.69/34 lots = \$2,768.05/lot)

Developer's Escrow Fees Required

[Exhibit 5:](#) Two-Inch Mat \$ 52,800.00

Final Street – Outlot 4 \$ 14,415.00

Gravel Street Maintenance \$ 14,600.00

Sidewalk Installation \$169,290.00

**Total Escrow Required \$251,105.00**

Pay To: Fedewa, Inc  
4315 E M-79 Highway  
Hastings MI 49058

Contract No. 1-23W Cecil Street Water Tower Repainting

Date: September 26, 2023

Pay Request No. 2

<u>Account Description</u>	<u>Account #</u>	<u>Payment</u>
Cecil Street Water Tower Repainting		\$212,000.00
Retainage		<u>(\$375.00)</u>
	<u>400-0402-770-6720</u>	<u>\$211,625.00</u>

Approved by Water Utility  September 26, 2023

Approved by Board of Public Works \_\_\_\_\_

Approved by Water Commission N/A

Number of Attachments 3

**City of Neenah**  
**Water Utility**  
**Contract Payment Form**

# Contractor's Application for Payment No. 2

<b>To (Owner):</b> City of Neenah Water Utility	<b>Application Date:</b> 9/20/2023	<b>Application Period:</b> 8/27/2023 to 9/20/23
<b>Contact:</b> Anthony Mach	<b>From (Contractor):</b> Fedewa, Inc.	<b>Via (Engineer):</b> Ruekert & Mielke, Inc.
<b>Project:</b> Cecil Street Water Tower Repainting	<b>Contact:</b> Carlos Fedewa	<b>Contact:</b> Shane Davis, P.E.
	<b>Address:</b> 4315 E. M-79 Highway Hastings, MI 49058	<b>Address:</b> 1400 Lombardi Avenue Green Bay, WI 54304
<b>Owner's Contract No.:</b>	<b>Contractor's Project No.:</b>	<b>Engineer's Project No.:</b> 831E-10006

### Change Order Summary

Approved Change Orders	Number	Additions	Deductions (Enter as Positive Number)
<b>TOTALS</b>			
<b>NET CHANGE BY</b>			
<b>CHANGE ORDERS</b>			


1. ORIGINAL CONTRACT PRICE .....	\$ 429,000.00
2. Net change by Change Orders .....	\$
3. CURRENT CONTRACT PRICE (Line 1 + Line 2) .....	\$ 429,000.00
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates) .....	\$ 419,000.00
5. RETAINAGE:	
a. 5% X \$214,500.00 Work Completed ...	\$ 10,725.00
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) -	\$
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6) .....	\$ 408,275.00
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application) .....	\$ 196,650.00
9. AMOUNT DUE THIS APPLICATION .....	\$ 211,625.00

### Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

- (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;
- (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and
- (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: Sept 22, 2023

Payment of:	\$ 211,625.00	(Line 9 or other - attach explanation of the other amount)
Recommended by:		22-Sep-23 (Date)
Payment of:	\$	(Line 9 or other - attach explanation of the other amount)
Approved by:	_____	(Owner) (Date)

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment No. 2**

Application Date: 9/20/2023												
For (Project): Cecil Street Water Tower Repainting												
Application Period: 8/27/2023 to 9/20/23												
Owner's Contract No.: 8316-10006												
Engineer's Project No.:												
A	B	C	D	E	F	G	H	I	J	K	L	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously Estimated Quantity Installed	Value of Work Installed (\$)	Work Completed This Period Estimated Quantity Installed	Value of Work Installed (\$)	Total Work Completed to Date Estimated Quantity Installed	Value of Work Installed (\$)	
1	Fall prevention devices	LS	1	\$ 4,000.00	\$ 4,000.00		\$ -		\$ -		\$ -	
2	D-Bolt anchors	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -		\$ -	
3	Swing gate	LS	1	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00	
4	Roof painters railing	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00	
5	Exterior steel overcoating	LS	1	\$ 120,000.00	\$ 120,000.00	0.70	\$ 84,000.00	0.30	\$ 36,000.00	1.00	\$ 120,000.00	
6	Wat interior steel coating	LS	1	\$ 280,000.00	\$ 280,000.00	0.40	\$ 112,000.00	0.60	\$ 168,000.00	1.00	\$ 280,000.00	
7	Dry interior spot steel coating	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -	
8	Script lettering	LS	1	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	\$ 3,000.00	1.00	\$ 3,000.00	
9	Exterior graphic logo	LS	1	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00	1.00	\$ 5,000.00	
<b>TOTAL BID ITEMS 1-9</b>							\$ 207,000.00		\$ 212,000.00		\$ 419,000.00	
<b>ADDITIONAL ITEMS</b>												
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
					\$ -		\$ -		\$ -		\$ -	
<b>TOTAL ADDITIONAL ITEMS</b>							\$ 207,000.00		\$ 212,000.00		\$ 419,000.00	
<b>TOTAL ALL ITEMS</b>							\$ 429,000.00		\$ 429,000.00		\$ 838,000.00	

Change Order No: 1

Contract: 1-23W

Project: Cecil Street Tower Repainting

Contractor: Fedewa Inc  
4315 E M-79 Highway  
Hastings, MI 49058

Current Contract: \$429,000.00

Change Ordered Herewith:	Account Number
1. <u>Five extra inspection visits are required because the Contractor failed</u>	<u>(\$5,625.00)</u>
<u>previous inspections.</u>	
2. _____	
3. _____	
4. _____	
<b>TOTAL</b>	<b><u>(\$5,625.00)</u></b>

**Reason for Change:**

1. Per Section 00 73 00, SC-10, 10B, additional costs for repeat inspections are the responsibility  
of the Contractor.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Contract Amount**

**Contract Time (Calendar Days)**

Original: \$429,000.00  
 Previous C.O.'s (+/-): (\$5,625.00)  
 This C.O. (+/-): \_\_\_\_\_  
 Revised: \$423,375.00

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.**

Contractor: signature on 2nd page

Date: 9/27/2023

Water Department 

Date: 10/5/2023

Board of PW: \_\_\_\_\_

Date: 10/10/2023

Date of Issuance: September 22, 2023  
 Contract: Cecil Street Water Tower Repainting  
 Contractor: Fedewa, Inc.  
 Address: 4315 E. M-79 Highway  
 Hastings, MI 49058

Effective Date: September 22, 2023  
 Owner: City of Neenah Water Utility  
 Engineer: Ruckert & Mielke, Inc.  
 Engineer's Project No.: 8316-10006  
 Effective Date of Contract: July 14, 2023

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

Description: Five extra inspection visits are required because the Contractor failed previous inspections.

Reason for Change Order: Per Section 00 73 00, SC-10.10B, additional costs for repeat inspections are the responsibility of the Contractor.

Attachments: Email from Dixon Engineering, Inc. dated September 15, 2023

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 429,000.00	Original Contract Times: Substantial Completion: <u>October 20, 2023</u> Ready for Final Payment: <u>November 23, 2023</u> days or dates
<del>● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: \$ _____</del>	<del>● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days</del>
Contract Price prior to this Change Order: \$ 429,000.00	<del>Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates</del>
Decrease of this Change Order: \$ 5,625.00	<del>● Increase ● ● Decrease ● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates</del>
Contract Price incorporating this Change Order: \$ 423,375.00	Contract Times with all approved Change Orders: Substantial Completion: <u>October 20, 2023</u> Ready for Final Payment: <u>November 23, 2023</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

Signature: Shane Davis  
 Engineer (Authorized Signature)

Signature: [Signature]  
 Owner (Authorized Signature)

Signature: [Signature]  
 Contractor (Authorized Signature)

Date: 9/22/2023

Date: 9/28/2023

Date: 9-27-23

## Davis, Shane

---

**From:** Kayla Mulcahy <kaylamulcahy@dixonengineering.net>  
**Sent:** Friday, September 15, 2023 8:26 AM  
**To:** Davis, Shane; Wagner, Kevin  
**Cc:** Craig Springer  
**Subject:** Fwd: Neenah, WI Failed Observations

**Caution:** This is an external email of your Organization. Please take care when clicking links or opening attachments.

For reference. Below you will find the list of failed inspections.

Kayla Mulcahy, Project Manager  
Dixon Engineering, Inc.  
414-429-3430

Begin forwarded message:

**From:** Craig Springer <CraigSpringer@dixonengineering.net>  
**Date:** September 14, 2023 at 8:15:27 PM CDT  
**To:** Kayla Mulcahy <kaylamulcahy@dixonengineering.net>, Amy Petkovich <amypetkovich@dixonengineering.net>  
**Cc:** John Watson <johnwatson@dixonengineering.net>, Dana Paulin <danapaulin@dixonengineering.net>, Johnna Hurley <johnnahurley@dixonengineering.net>, Brooke Francisco <brooke.francisco@dixonengineering.net>  
**Subject:** Neenah, WI Failed Observations

Kayla

I revised Levi's report #15. Here is a list of failed observations to date:

Report #12, 8/31, Incomplete prime coat of wet interior, large areas of skips and misses.  
Report #13, 9/5 Still, Incomplete prime coat of wet interior, large areas of skips and misses.  
Report #15, 9/8, Incomplete intermediate coat of wet interior, areas of skips and misses.  
Report #17, 9/12, Wet interior top coat not cured, poor coverage, coating applied over contaminates.  
Report #18, 9,15, Contractor canceled observation last minute.

Now, here is the latest situation.

I confirmed tomorrow's inspection, Friday, 9/15, with Dave Baker at 3:00 pm this afternoon, before Mike checked into his hotel at 4:30. Dave said we were a go. Dave then text me at 7:05 this evening, saying they will not be ready until Saturday morning. I spoke to Andy and let him know what was going on and let him know Mike had already checked into a hotel. Andy said to fail the inspection and he said Mike can either go home tonight and write up a failed inspection or go to the site tomorrow morning to write up the failed inspection. So, I added another failed inspection to the list above.

Craig A. Springer  
Inspection Department Manager



*Department of  
Parks & Recreation*

---

**TO:** Mayor Lang and Members of the Board of Public Works

**FROM:** Michael T. Kading, Director of Parks & Recreation

**DATE:** October 4, 2023

**RE:** Arrowhead Park Phase 2B Pier- Pay Request #6

Attached you will find information pertaining to Pay Request #6 from Lunda Construction Company, Black River Falls, WI, in the amount of \$29,450 for work completed through September 30, 2023.

**Construction Status:**

- Project is 100% complete.
- Installation of the David/Rita Nelson Family Fund gateway monument sign has been completed.
- Punch list walk-through has been completed. Lunda has been advised to prepare final documents and submit.
- Lunda has requested reimbursement for additional work completed due to high water. The City has disputed the amount, and the parties are currently negotiating an outcome.

**Recommended Action:** A motion to approve Pay Request #6 from Lunda Construction Company, Black River Falls, WI, in the amount of \$29,450 for work completed through September 30, 2023, utilizing approved budgeted 2021 CIP Carry Forward Funds.

If you have any questions, please contact me.

---

*Creating Community Through People, Parks & Programs*

Department of Parks & Recreation  
PO Box 426  
Neenah, WI 54957-0426

phone: 920-886-6062  
fax: 920-886-6069  
mkading@ci.neenah.wi.us

# LUNDA

---

## CONSTRUCTION

620 Gebhardt Road  
 PO Box 669  
 Black River Falls, WI 54615  
 Ph: (715) 284-9491  
 www.lundaconstruction.com

### INVOICE

**Customer Acct. No.** 561872  
**Sold To:** CITY OF NEENAH  
 211 WALNUT STREET  
 NEENAH WI 54956-3026

**Application Date:** 9/29/2023  
**Invoice No.** 16045900-06  
**Terms:** Net 20 Days  
**Subcontract #** NEENA 159067 14.00  
**Lunda Job No.** 16045900

**Attn:** Trevor Frank  
 Project Engineer  
**E-Mail:** [tfrank@sehinc.com](mailto:tfrank@sehinc.com)

**RE:** Arrowhead Park Pier - Pier Construction

Contract Billing Summary			
Work Performed thru	9/30/2023	\$	596,469.09
Amount Due This Invoice		\$	<u>29,450.00</u>

Miscellaneous Summary		
Description		Amount
Job # 16045900 Progress Payment Request 16045900-06		
1	Partial Payment	\$ 29,450.00

**INVOICE TOTAL \$ 29,450.00**

THANK YOU

Payment Terms: Due Net 20 Days after Invoice Date

**Contractor's Application for Payment No.**

Application Period: 9/30/2023		Application Date: 9/29/2023	
From (Contractor): Lunda Construction		Via (Engineer): SHE Inc.	
Contract: NEENA 159067 14.00		Owner PO #: NEENA 159067 14.00	
Owner's Contract No.: 16045900			

Change Order Summary	
Approved Change Orders	
Additions	Deductions
1	
TOTAL NET CHANGE BY CHANGE ORDERS \$	

1. ORIGINAL CONTRACT PRICE.....	\$ 619,541.40
2. Net change by Change Orders.....	\$ -
3. Current Contract Price (Line 1 ± 2).....	\$ 619,541.40
4. TOTAL COMPLETED AND STORED TO DATE (Column G total on Progress Estimates).....	\$ 627,862.20
5. RETAINAGE: a. <input checked="" type="checkbox"/> Work Completed.....	\$ 31,393.11
b. <input checked="" type="checkbox"/> Stored Material.....	\$ 31,393.11
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 596,469.09
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 567,019.09
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ -
8. AMOUNT DUE THIS APPLICATION.....	\$ 29,450.00
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$ 29,450.00

Contractor's Certification  
 The undersigned Contractor certifies, to the best of its knowledge, the following:  
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;  
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interests, or encumbrances); and  
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.  
 Contractor Signature

(Column K total on Progress Estimates + Line 5.c above).....  
 Payment of \$29,450.00  
 is recommended by: [Signature] (Engineer) (Date)  
 Payment of: \_\_\_\_\_ (Date)  
 is approved by: \_\_\_\_\_ (Date)  
 Approved by: \_\_\_\_\_ (Date)  
 Funding or Financing Entity (if applicable) \_\_\_\_\_ (Date)

By: James Layman Date: 9/29/2023

