



**CITY OF ELKHORN
COMMON COUNCIL ORGANIZATIONAL MEETING AGENDA**

Tuesday, April 16, 2024 ~ 5:30 p.m.

Council Chambers, City Administration Offices, 311 Seymour Ct., Elkhorn, Wisconsin

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Swearing in of Mayor Tim Shiroda, Alderpersons Ron Dunwiddie, Scott McClory, K.L. Harkness and Municipal Judge Lori Domino**
- 4) **Roll Call**
- 5) **Council Reorganization**
 - a) Election: Council President
 - b) Official City Newspaper: Elkhorn Independent
 - c) Resolution 24-10: Designating Depositories and Authorizing Withdrawal of City Monies
 - d) Mayoral Appointments
 - i) City Attorney (interim): Pruitt, Ekes, & Geary, S.C.
 - ii) Council Committees
 - (1) Financial & Judicial: Gary Lee Payson, Jr. – Chair, Scott McClory, Ken Meinel
 - (2) Municipal Services & Utilities: Ken Meinel – Chair, Kurt Harkness, New Alderperson for Ward 1
 - (3) Public Safety: Ron Dunwiddie - Chair, Kurt Harkness, Gary Lee Payson, Jr.
 - (4) Human Resources: Scott McClory – Chair, Ron Dunwiddie, Gary Lee Payson Jr.
 - (5) Legislative & Regulatory: Ron Dunwiddie - Chair, Scott McClory, New Alderperson for Ward 1
 - iii) Boards, Commissions & Liaisons
 - (1) Planning Commission
 - (a) Members: Jason Hunter and James Boardman
 - (b) Liaison: Ken Meinel
 - (2) Library
 - (a) Member: Robert Kennedy (City of Elkhorn)
 - (b) Liaison: New Alderperson District 1
 - (3) Fire Advisory Board
 - (a) Liaison: Kurt Hartness
 - (4) Board of Review
 - (a) Member: Sarah Larsen
 - (b) Alternate Member: Ken Gaudreau
- 6) **Public Comment** *Public comments are limited to three minutes each. The public may speak on any item of City concern whether or not the topic is included on this agenda. However, if the topic does not pertain to an item listed on the Council agenda, the Council is not permitted to address or discuss the matter during this meeting. Under open meeting laws, the Council must notice an item on the agenda to allow discussion on that matter. If Council is not permitted to discuss your concerns, your comments will be considered and may be placed on a future agenda for further discussion.*
- 7) **Consent Agenda** *(One motion & a second will approve all of the following items listed. Any item may be pulled from the list and handled separately.)*
 - a) Council Meeting Minutes from April 3, 2024

- b) Special use permit for Wilson Farm Meats at Wilson’s Whistlestop – 20th Anniversary Celebration; June 1, 2024 from 11:00 am to 3:00 pm
 - c) Pay Request No. 7 from Rock Road Companies for the 2023 E. Centralia Street Reconstruction project in the amount of \$94,128.53
- 8) **Bills Payable**
- a) Consideration and recommendation to pay
- 9) **Report of City Officers**
- a) Mayor
 - i) Proclamation – May Mental Health Month
 - ii) Recognition of Alderperson Karel Young for 6 years of dedicated service to the City of Elkhorn
 - iii) Swearing in of Interim Municipal Court Clerk Lacey L. Reynolds
 - b) City Administrator
- 10) **Reports of City Boards and Community Partners**
- a) Fire Advisory
 - b) Library
 - c) Recreation Advisory
 - d) Chamber of Commerce
 - e) Community Grant Writer
- 11) **Unfinished Business**
- a) Discussion and possible decision regarding Ordinance No. 24-03: an ordinance to rezone tax key parcel YVSE00001A, located at the intersection of County Hwy H and E Geneva St from B-2 to M-1 (*second reading*)
- 12) **New Business**
- a) Discussion and possible decision regarding execution of Contract Change Order No. 5 for the E. Centralia Street Reconstruction project in the amount of \$1,450.00
 - b) Discussion and possible decision regarding proposed contract addendum no. 2 with Foth Infrastructure and Environment, LLC to provide loan application and loan administration services for Clean Water Fund and Safe Drinking Water Fund loans for Centralia Reconstruction Project (Phase 2)
 - c) Discussion and possible decision regarding proposed amendment to listing contract between City and Anderson Commercial Group, LLC
 - d) Discussion and possible decision regarding process for reviewing proposals received in response to City’s RFP for building-inspection services
 - e) Discussion and possible decision regarding process for filling vacant alderman seat for District 1
 - f) Discussion and possible decision regarding process for appointing new city attorney
- 13) **Adjourn into Closed Session**
- a) Closed Session: The Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(e) to deliberate on offers to purchase public property.
 - i) Lot 72 (Tax Key YA 396900001)
 - b) Closed Session: The Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(c)—to consider the employment, promotion, compensation or performance evaluation of data of any public employee over which the governmental body has jurisdiction or exercises responsibility—and pursuant to 19.85(1)(f)—to consider financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against

specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.

i) Review of findings from investigation ordered by Council on January 3, 2024

14) Reconvene in Open Session for possible action on Closed Session items

The Common Council shall RECONVENE INTO OPEN SESSION reserving the right to take action on the matters discussed in CLOSED SESSION and to move to the remaining meeting agenda(s) as posted

a) Discussion and possible decision regarding offer to purchase public property

i) Lot 72 (Tax Key YA 396900001)

b) Discussion and possible decision regarding findings from investigation ordered by Council on January 3, 2024

15) Adjourn

DATED at Elkhorn, Wisconsin, this 12th day of April 2024

Lacey L. Reynolds, City Clerk

Should you have any questions or comments regarding any items on this agenda, please contact the City Clerk's office at (262) 723-2219. Upon reasonable notice to the City Clerk, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services.

CITY OF ELKHORN
Resolution No. 24-10

**RESOLUTION DESIGNATING PUBLIC DEPOSITORIES AND
AUTHORIZING WITHDRAWAL OF CITY MONIES**

BE IT HEREBY RESOLVED that in accordance with Wisconsin Statutes 34.01(5) and 34.09 all Wisconsin banks, state or federal chartered, and the Wisconsin Local Government Investment Pool are authorized depositories and they are all hereby designated as public depositories for all public monies coming into the hands of the Treasurer of the City of Elkhorn, Walworth County, State of Wisconsin.

In addition, in accordance with the City's investment policy, funds may be invested in Treasury Issues, US Government Agencies, Federated Treasury Obligation Funds and Repurchase agreements, and securities that have been highly rated by a nationally recognized rating agency.

RESOLVED FURTHER that deposits and withdrawals shall be made by the Treasurer, the City Clerk, the City Finance Director, or as designated by the City Council (see attachment A).

RESOLVED FURTHER that withdrawal or disbursement from any one of the above named financial institutions shall be as provided in Section 66.0607 of Wisconsin Statutes; that in accordance therewith all:

- Order checks shall be signed by the City Treasurer and the City Clerk and countersigned by the Mayor or the City Council President.
- Electronic payments shall be initiated by the City Treasurer (or designee), with approval and/or oversight of the City Finance Director.

FURTHER RESOLVED that a certified copy of this Resolution shall be available to each of the above named depositories at their request and each depository may rely on this Resolution until changed by lawful Resolution and certified copy of such Resolution has been given to the cashier of the respective above named depositories.

APPROVED AND ADOPTED this 16th day of April 2024

G. Timothy Shiroda, Mayor

ATTEST:

Lacey L. Reynolds, City Clerk

Attachment A:

Persons currently holding the offices referenced in the attached resolution are:

Mayor Tim Shiroda

City Council President

City Clerk Lacey L. Reynolds

City Treasurer Christopher Sprigler

City Finance Director Corrie Daly

CITY OF ELKHORN COMMON COUNCIL
MEETING MINUTES
April 3, 2024
COUNCIL CHAMBERS, 311 SEYMOUR CT., ELKHORN, WI 53121

The Common Council meeting was called to order by Mayor Lechner at 5:30 p.m. in the Council Chambers, followed by the Pledge of Allegiance.

ROLL CALL

Present: Mayor Bruce Lechner, Alderpersons Tim Shiroda, Ron Dunwiddie, Scott McClory, Ken Meinel, Karel Young. Absent: Alderperson Gary Lee Payson Jr.

Others present: City Administrator Adam Swann, Attorney Ward Phillips, City Clerk Lacey Reynolds, Police Chief Joel Christensen, Director of Public Works Matthew Lindstrom, Interim Fire Chief Trent Eichmann, Finance Director Corrie Daly, Utility Field Office Coordinator Dawn Gall, City Engineer Mike Timmers, Chris Clapper, other interested persons.

PUBLIC COMMENT

Lori Eichmann from Burlington shared concerns about the Fire Department, staffing and hiring processes. Chris Clapper from the Elkhorn Area Chamber of Commerce shared information regarding ATV's/UTV's, collaborating with townships and the signage. Brad Soczka shared concerns about Fire Department staffing.

CONSENT AGENDA

Motion (Dunwiddie/Meinel) to approve the Council Meeting Minutes from March 18, 2024 and the Temporary Class "B" Beer and "Class B" Wine license for American Legion Post 45, Sock Hop Dance at the Fairgrounds Activity Center 411 E. Court St. on May 11, 2024; 6:00 to 11:00 pm. Voice vote, all approved, motion carried.

REPORT OF CITY OFFICERS

MAYOR'S REPORT – Recognition of John Bruce, fire lieutenant, for 23 years of dedicated service to the Elkhorn Area Fire Department. Mayor Lechner and Interim Fire Chief Trent Eichmann thanked John Bruce for his years of years.

COUNCIL PRESIDENT - Recognition of Mayor Bruce Lechner for 4 years of dedicated service to the City of Elkhorn. Council President Shiroda thanked Mayor Lechner for his service, support and devotion to the City.

CITY ADMINISTRATOR'S REPORT – Administrator Swann announced the City is accepting RFP's for Building Inspection services – due date April 9th, Creekside submitted their specific implementation plan, a meeting is set with the Sergi family to look at the new park space on N. Wisconsin. Swann thanked the City Clerk, Deputy Clerk, DPW and election staff for a well-run election. City Clerk Reynolds gave an update on the election. LD Elkhorn LLC and City staff are meeting soon regarding the unfinished restaurant. Swann thanked Mayor Lechner and Alderperson Young for their years of service.

UNFINISHED BUSINESS

Possible motion to reconsider the contract with Visu-Sewer, LLC for the 2024 Sewer Rehabilitation Project in the amount of \$1,549,867.50. *Motion (Shiroda/Dunwiddie) to reconsider the contract with Visu-Sewer, LLC for the 2024 Sewer Rehabilitation Project in the amount of \$1,549,867.50. Roll call vote: Shiroda, yes; Dunwiddie, yes; McClory, yes; Meinel, yes; Young, yes. Motion carried.*

Discussion and possible decision regarding contract with Visu-Sewer, LLC for the 2024 Sewer Rehabilitation Project in the amount of \$1,549,867.50. *Motion (Dunwiddie/Shiroda) to reduce the scope of the project by 50% and bring information back to Council. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding future of Historic Preservation Commission in response to letters of interest received from potential commissioners. The Council directed staff to advertise on the city website and facebook page through the end of April.

NEW BUSINESS

Discussion and possible decision regarding postponing 2025 Centralia Street Reconstruction Project (Phase 3) to 2026. *Motion (Dunwiddie/Meinel) to postpone the 2025 Centralia Street Reconstruction Project (Phase 3) to 2026. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding postponing 2025 Nettlesheim Sanitary Sewer Lift Station Replacement Project from 2025 to 2026. *Motion (McClory/Young) to postpone the 2025 Nettlesheim Sanitary Sewer Lift Station Replacement Project from 2025 to 2026 and not beyond. Voice vote, all approved, motion carried.*

Discussion and possible decision for designating the list of Police Department firearms as surplus City property. *Motion (Dunwiddie/Meinel) to designate the list of Police Department firearms as surplus City property. Voice vote, all approved, motion carried.*

Discussion and possible decision regarding proposed agreements with CliftonLarsonAllen, LLP: Statement of Work – Audit Services and Statement of Work – Compilation Services. *Motion (Shiroda/Young) to approve the agreements with CliftonLarsonAllen, LLP: Statement of Work – Audit Services and Statement of Work – Compilation Services. Roll call vote: Shiroda, yes; Young, yes; Meinel, yes; McClory, yes; Dunwiddie, yes. Motion carried.*

Discussion and possible decision regarding budgeting \$1,000 in 2025 to maintain the plantings that will be included as part of Charlotte James' project to beautify the "Welcome to Elkhorn" signs in 2024. *Motion (Dunwiddie/Young) to approve budgeting \$1,000 in 2025 to maintain the plantings that will be included as part of Charlotte James' project to beautify the "Welcome to Elkhorn" signs in 2024. Roll call vote: Dunwiddie, yes; Young, yes; McClory, yes; Meinel, yes; Shiroda, yes. Motion carried.*

Discussion and possible decision regarding Ordinance No. 24-03: an ordinance to rezone tax key parcel YVSE00001A, located at the intersection of County Hwy H and E Geneva St from B-2 to M-1. *Motion (Dunwiddie/Shiroda) to approve the first reading of Ordinance No. 24-03: an ordinance to rezone tax key parcel YVSE00001A, located at the intersection of County Hwy H and E Geneva St from B-2 to M-1. Voice vote, all approved, motion carried.*

ADJOURN TO CLOSED SESSION

Motion (Dunwiddie/Shiroda) to adjourn to closed session where the Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(e) to deliberate on offers to purchase public property. Lot 72 (Tax Key YA 396900001), Lot 53 (Tax Key YU SW 00047), Lot 54 (Tax Key YELC 00475), Lot 55 (Tax Key YELC 00476), Lot 56 (Tax Key YU SW 00064) and the Common Council may entertain a motion to go into CLOSED SESSION pursuant to Wisconsin Statutes Section 19.85(1)(c) to consider the employment, promotion, compensation or performance evaluation of data of any public employee over which the governmental body has jurisdiction or exercises responsibility. Discussion regarding contract with Assistant Chief Trent Eichmann to serve as interim fire chief and for conducting

annual performance review of City Administrator Adam Swann. Voice vote, all approved, motion carried. Adjourned to closed session at 6:29 p.m.

RECONVENE IN OPEN SESSION

Reconvened in open session at 7:16 p.m.

The Common Council shall RECONVENE INTO OPEN SESSION reserving the right to take action on the matters discussed in CLOSED SESSION and to move to the remaining meeting agenda(s) as posted.

Discussion and possible decision regarding offers to purchase public property Lot 72 (Tax Key YA 396900001) – no action taken.

Discussion and possible decision regarding offers to purchase public property Lot 53 (Tax Key YU SW 00047), Lot 54 (Tax Key YELC 00475), Lot 55 (Tax Key YELC 00476) and Lot 56 (Tax Key YU SW 00064).

Motion (Meinel/McClory) to accept the counter offer as written. Roll call vote: Meinel, yes; McClory, yes; Dunwiddie, yes; Young, yes; Shiroda, yes.

Possible motion to reconsider the contract with Assistant Chief Trent Eichmann to serve as interim fire chief – no action taken.

Discussion and possible decision regarding the contract with Assistant Chief Trent Eichmann to serve as interim fire chief – no action taken.

Discussion and possible decision regarding results of performance review of City Administrator Adam Swann. *Motion (McClory/Young) directing HR to create a survey for department heads/managers, office staff and Council members to complete and return by April 24th where Council will complete the formal review at the first meeting in May and any pay rate change will be retroactive to the anniversary date. Voice vote, all approved, motion carried.*

ADJOURN

Motion (Dunwiddie/McClory) to adjourn at 7:22 p.m. Voice vote, all approved, motion carried.

Lacey L. Reynolds
City Clerk



Special Use Permit Application

Per Chap. 12.03(3) of the Elkhorn Municipal Code

Application needs to be submitted

15 days prior to the next Council meeting

Applicant Name: Amber Corman

Applicant Phone Number: 262-492-0276

Business Name: Wilson Farm Meats

Business Address: 406 S Wisconsin St Elkhorn WI

Business Phone Number: 262-723-2919

Description of Event: 20th Anniversary Party for Wilson Farm Meats hosted by Wilson's Whistlestop. Open to public and existing customers.

Outdoor Location Description: Outdoor patio, parking lot along Clark Street stretching out to Hwy 67

Date(s) of event: Saturday June 1, 2024

Time(s) of event: 1100-1500

Amber Corman 4/5/2024

Signature of applicant

Date

Please attach a drawing of the area where the event will be located.

Office Use Only	
Date Received:	_____
Date of Next Council Meeting:	_____
Date Approved:	_____
License No. _____	Date Issued _____

MEMORANDUM TO THE CITY OF ELKHORN

To: Matt Lindstrom, Adam Swann
From: Wyatt Ploetz
CC: Mike Timmers P.E., Jacob Breckler
Date: March 27, 2024
Re: Pay Request #7 for 2023 E. Centralia Street Reconstruction

A review of the Request for **Payment No. 7** from **Rock Road Companies** for the **2023 E. Centralia Street Reconstruction** construction contract has been completed.

Payment in the amount of **\$94,128.53** for this payment request has been recommended for approval by the Construction Manager on site.

The Contractor's documents are enclosed for the City's approval.

Please note: this payment includes the release of about 55% of the previously held retainage.

Payment amounts are broken up as follows:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$ 94,128.53	\$4,469,345.33	\$4,563,473.86
Retainage (5%, until 50% complete)	\$ 0.00	(\$ 50,000.00)	(\$ 50,000.00)
Total Approved for Payment	\$ 94,128.53	\$4,419,345.33	\$4,513,473.86

Contract Base Bid, based on plan quantities: \$4,584,432.72

Please feel free to contact me if you have any questions.

Please send Payment to: **Rock Road Companies**

Attention:

Raun Flowers
301 W. B R Townline Road
Janesville, WI 53545



Contractor's Application for Payment No. 7

Application Period: Through 3/22/24		Application Date: 3/26/24
To (Owner): City of Elkhorn	From (Contractor): Rock Road Companies, Inc.	Via (Engineer): Kapur & Associates, Inc
Project: 2023 E Centralia Street Reconstruction	Contract:	
Owner's Contract No.:	Contractor's Project No.: 52.23027	Engineer's Project No.: 23.0021

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
CO #1	\$29,100.42	
CO #2	\$42,683.24	
CO #3	\$21,743.32	
CO #4	\$30,663.20	
TOTALS	\$124,190.18	
NET CHANGE BY CHANGE ORDERS	\$124,190.18	

1. ORIGINAL CONTRACT PRICE.....	\$	4,584,432.72
2. Net change by Change Orders.....	\$	124,190.18
3. Current Contract Price (Line 1 ± 2).....	\$	4,708,622.90
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	4,563,473.87
5. RETAINAGE:		
a. X Work Completed.....	\$	50,000.00
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	50,000.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	4,513,473.87
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	4,419,345.34
8. AMOUNT DUE THIS APPLICATION.....	\$	94,128.53
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	195,149.03

Payment of: \$ \$94,128.53
(Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] 3-28-24
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

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 interest, 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 by: Rawn Flowers Date: 3/28/2024

F488D2495A1C4A4...

Contractor's Application

For (Contract): 2023 E Centralia Street Reconstruction										Application Number: 07		
Application Period: Through 3/22/24										Application Date: 3/26/24		
A				B			C	D	E	F		
Item		Contract Information			Previously Billed Qty's	Pay App 7 Qty's	Total Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price								
201.0120	Clearing	72.00	ID	29.50	2,124.00	72.00	72.00	2,124.00		2,124.00	1.00	-
201.0220	Grubbing	72.00	ID	29.50	2,124.00	72.00	72.00	2,124.00		2,124.00	1.00	-
203.0220	Removing Structure (Retaining Wall)	1.00	LSU	399.37	399.37	-	-	-		-	-	399.37
204.0100	Removing Concrete Pavement	85.00	SY	12.10	1,028.50	85.00	85.00	1,028.50		1,028.50	1.00	-
204.0110	Removing Asphaltic Surface	19,065.00	SY	2.51	47,853.15	19,065.00	19,065.00	47,853.15		47,853.15	1.00	-
204.0150	Removing Curb & Gutter	8,890.00	LF	5.12	45,516.80	8,890.00	8,890.00	45,516.80		45,516.80	1.00	-
204.0155	Removing Concrete Sidewalk	340.00	SY	7.81	2,655.40	340.00	340.00	2,655.40		2,655.40	1.00	-
204.0165	Removing Guardrail	605.00	LF	9.00	5,445.00	605.00	605.00	5,445.00		5,445.00	1.00	-
204.0175	Removing Concrete Slope Paving	135.00	SY	19.00	2,565.00	66.10	66.10	1,255.90		1,255.90	0.49	1,309.10
204.0210.1	Removing Manholes (Storm)	5.00	EA	518.98	2,594.90	6.00	6.00	3,113.88		3,113.88	1.20	(518.98)
204.0210.2	Removing Manholes (Sanitary)	1.00	EA	691.98	691.98	2.00	2.00	1,383.96		1,383.96	2.00	(691.98)
204.0210.3	Removing Manholes (Water)	1.00	EA	411.13	411.13	1.00	1.00	411.13		411.13	1.00	-
204.0215	Removing Catch Basins	20.00	EA	518.98	10,379.60	15.00	15.00	7,784.70		7,784.70	0.75	2,594.90
204.0220	Removing Inlets	3.00	EA	518.98	1,556.94	3.00	3.00	1,556.94		1,556.94	1.00	-
204.0245	Removing Storm Sewer (ALL SIZES)	5,795.00	LF	0.01	57.95	5,445.00	5,445.00	54.45		54.45	0.94	3.50
204.0280	Sealing Pipes	1.00	EA	572.42	572.42	1.00	1.00	572.42		572.42	1.00	-
205.0100.1	Excavation Common	595.00	CY	26.05	15,499.75	595.00	595.00	15,499.75		15,499.75	1.00	-
205.0100.2	Excavation Common	15,310.00	CY	19.67	301,147.70	15,355.75	15,355.75	302,047.60		302,047.60	1.00	(899.90)
205.0100.3	Excavation Common (EBS)	1,335.00	CY	20.45	27,300.75	-	-	-		-	-	27,300.75
305.0110	Base Aggregate Dense 3/4-Inch	100.00	TON	43.18	4,318.00	-	-	-		-	-	4,318.00
305.0120.1	Base Aggregate Dense 1 1/4-Inch	1,005.00	TON	23.75	23,868.75	1,005.00	1,005.00	23,868.75		23,868.75	1.00	-
305.0120.2	Base Aggregate Dense 1 1/4-Inch	11,135.00	TON	14.76	164,352.60	11,504.42	11,504.42	169,805.25		169,805.25	1.03	(5,452.65)
311.0110.1	Breaker Run (3" Crushed Allowed)	12,025.00	TON	16.01	192,520.25	11,545.68	11,545.68	184,846.34		184,846.34	0.96	7,673.91
311.0110.2	Breaker Run (3" Crushed Allowed) (EBS)	2,405.00	TON	17.54	42,183.70	-	-	-		-	-	42,183.70
416.0160	Concrete Driveway 6-Inch	135.00	SY	58.00	7,830.00	160.00	160.00	9,280.00		9,280.00	1.19	(1,450.00)
416.0180	Concrete Driveway 8-Inch	95.00	SY	65.00	6,175.00	83.00	83.00	5,395.00		5,395.00	0.87	780.00
416.1010	Concrete Surface Drains	12.00	EA	700.00	8,400.00	12.00	12.00	8,400.00		8,400.00	1.00	-
460.6223	HMA Pavement 3 MT 58-28 S	3,515.00	TON	65.00	228,475.00	3,448.07	3,448.07	224,124.55		224,124.55	0.98	4,350.45
460.6224	HMA Pavement 4 MT 58-28 S Item Also Includes Tack Coat (45	2,010.00	TON	73.00	146,730.00	1,952.39	1,952.39	142,524.47		142,524.47	0.97	4,205.53
465.0120	Asphalt Surface Driveways	435.00	TON	107.00	46,545.00	442.00	442.00	47,294.00		47,294.00	1.02	(749.00)
522.1012	Apron Endwalls For Culvert Pipe Reinforced Concrete 12-Inc	2.00	EA	1,787.07	3,574.14	2.00	2.00	3,574.14		3,574.14	1.00	-
522.1015	Apron Endwalls For Culvert Pipe Reinforced Concrete 15-Inc	2.00	EA	1,834.47	3,668.94	2.00	2.00	3,668.94		3,668.94	1.00	-
522.1018	Apron Endwalls For Culvert Pipe Reinforced Concrete 18-Inc	13.00	EA	1,971.40	25,628.20	13.00	13.00	25,628.20		25,628.20	1.00	-
522.1021	Apron Endwalls For Culvert Pipe Reinforced Concrete 21-Inc	1.00	EA	2,382.18	2,382.18	1.00	1.00	2,382.18		2,382.18	1.00	-
601.0110	Concrete Curb Type D	66.00	LF	40.00	2,640.00	62.00	62.00	2,480.00		2,480.00	0.94	160.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	8,900.00	LF	17.10	152,190.00	8,930.00	8,930.00	152,703.00		152,703.00	1.00	(513.00)
602.0405	Concrete Sidewalk 4-Inch	6,120.00	SF	5.75	35,190.00	6,285.00	6,285.00	36,138.75		36,138.75	1.03	(948.75)
602.0415	Concrete Sidewalk 6-Inch	1,165.00	SF	6.50	7,572.50	805.00	805.00	5,232.50		5,232.50	0.69	2,340.00
602.0505	Curb Ramp Detectable Warning Field Yellow	80.00	SF	42.00	3,360.00	80.00	80.00	3,360.00		3,360.00	1.00	-
604.0400	Slope Paving Concrete	150.00	SY	75.00	11,250.00	66.10	66.10	4,957.50		4,957.50	0.44	6,292.50
606.0200	Riprap Medium	10.00	CY	111.85	1,118.50	10.00	10.00	1,118.50		1,118.50	1.00	-
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,182.00	LF	103.66	122,526.12	1,182.00	1,182.00	122,526.12		122,526.12	1.00	-

Bid Item No.	Description	Contract Information				Previously Billed Qty's	Pay App 7 Qty's	Total Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)								
608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	210.00	LF	130.36	27,375.60	210.00		210.00	27,375.60		27,375.60	1.00	-
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	390.00	LF	88.69	34,589.10	390.00		390.00	34,589.10		34,589.10	1.00	-
608.0321	Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	143.00	LF	94.82	13,559.26	143.00		143.00	13,559.26		13,559.26	1.00	-
608.0324	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	9.00	LF	383.77	3,453.93	9.00		9.00	3,453.93		3,453.93	1.00	-
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	336.00	LF	158.12	53,128.32	336.00		336.00	53,128.32		53,128.32	1.00	-
608.0336	Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	1,088.00	LF	173.09	188,321.92	1,088.00		1,088.00	188,321.92		188,321.92	1.00	-
611.1005	Catch Basins 5-FT Diameter	1.00	EA	4,294.38	4,294.38	1.00		1.00	4,294.38		4,294.38	1.00	-
611.1230	Catch Basins 2x3-FT	34.00	EA	2,505.93	85,201.62	33.00		33.00	82,695.69		82,695.69	0.97	2,505.93
611.2004	Manholes 4-FT Diameter	2.00	EA	3,118.32	6,236.64	1.00		1.00	3,118.32		3,118.32	0.50	3,118.32
611.2005	Manholes 5-FT Diameter	7.00	EA	4,487.91	31,415.37	8.00		8.00	35,903.28		35,903.28	1.14	(4,487.91)
611.2006	Manholes 6-FT Diameter	4.00	EA	6,110.11	24,440.44	4.00		4.00	24,440.44		24,440.44	1.00	-
611.2007	Manholes 7-FT Diameter	2.00	EA	11,819.08	23,638.16	3.00		3.00	35,457.24		35,457.24	1.50	(11,819.08)
611.2008	Manholes 8-FT Diameter	1.00	EA	11,947.46	11,947.46	1.00		1.00	11,947.46		11,947.46	1.00	-
611.3230	Inlets 2x3-FT	3.00	EA	2,435.64	7,306.92	2.00		2.00	4,871.28		4,871.28	0.67	2,435.64
611.8105	Adjusting Catch Basin Covers	2.00	EA	470.84	941.68	2.00		2.00	941.68		941.68	1.00	-
611.8110.1	Adjusting Manhole Covers (Sanitary)	10.00	EA	470.84	4,708.40	10.00		10.00	4,708.40		4,708.40	1.00	-
611.8110.2	Adjusting Manhole Covers (Storm)	4.00	EA	470.84	1,883.36	4.00		4.00	1,883.36		1,883.36	1.00	-
612.0404	Pipe Underdrain Wrapped 4-Inch Perforated	264.00	LF	27.49	7,257.36	264.00		264.00	7,257.36		7,257.36	1.00	-
614.0397	Guardrail Mow Strip Emulsified Asphalt	350.00	SY	26.50	9,275.00	-	266.67	266.67	7,066.76		7,066.76	0.76	2,208.25
614.2300	MGS Guardrail 3	605.00	LF	39.00	23,595.00	515.00	85.00	600.00	23,400.00		23,400.00	0.99	195.00
616.0405	Fence Chain Link Salvaged 5-FT	24.00	LF	25.00	600.00	-	-	-	-		-	-	600.00
624.0100	Water (for Dust Control - Undistributed)	100.00	MGL	0.01	1.00	-	-	-	-		-	-	1.00
628.1504	Silt Fence	270.00	LF	3.50	945.00	275.00		275.00	962.50		962.50	1.02	(17.50)
628.2008	Erosion Mat Urban Class I Type B	8,510.00	SY	3.30	28,083.00	9,200.00	2,489.80	11,689.80	38,576.34		38,576.34	1.37	(10,493.34)
628.7020	Inlet Protection Type D	77.00	EA	190.00	14,630.00	21.00	53.00	74.00	14,060.00		14,060.00	0.96	570.00
628.7504	Temporary Ditch Checks	475.00	LF	16.00	7,600.00	-	10.00	10.00	160.00		160.00	0.02	7,440.00
630.0500	Seed Water	350.00	MGL	55.00	19,250.00	-	-	-	-		-	-	19,250.00
631.0300	Sod Water	5.00	MGL	74.00	370.00	-	-	-	-		-	-	370.00
631.1000	Sod Lawn	70.00	SY	18.00	1,260.00	-	45.00	45.00	810.00		810.00	0.64	450.00
637.2210	Signs Type II Reflective H (Size 2S)	153.00	SF	27.00	4,131.00	-	153.39	153.39	4,141.53		4,141.53	1.00	(10.53)
637.2230	Signs Type II Reflective F (Size 2S)	215.00	SF	29.00	6,235.00	-	210.00	210.00	6,090.00		6,090.00	0.98	145.00
638.2602	Removing Signs Type II	19.00	EA	140.00	2,660.00	-	16.00	16.00	2,240.00		2,240.00	0.84	420.00
638.3000	Removing Small Sign Supports	7.00	EA	160.00	1,120.00	-	6.00	6.00	960.00		960.00	0.86	160.00
645.0120	Geotextile Type HR	15.00	SY	2.33	34.95	15.00		15.00	34.95		34.95	1.00	-
646.1020	Marking Line Epoxy 4-Inch (White)	6,312.00	LF	0.85	5,365.20	6,269.00		6,269.00	5,328.65		5,328.65	0.99	36.55
646.5020	Marking Arrow Epoxy	26.00	EA	155.00	4,030.00	25.00		25.00	3,875.00		3,875.00	0.96	155.00
646.5220.1	Marking Symbol Epoxy (Bike)	26.00	EA	275.00	7,150.00	25.00		25.00	6,875.00		6,875.00	0.96	275.00
646.5220.2	Marking Symbol Epoxy (Sharrows)	10.00	EA	350.00	3,500.00	10.00		10.00	3,500.00		3,500.00	1.00	-
646.6120	Marking Stop Line Epoxy 18-Inch (White)	64.00	LF	16.75	1,072.00	63.50		63.50	1,063.63		1,063.63	0.99	8.38
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch (White)	266.00	LF	9.25	2,460.50	259.00		259.00	2,395.75		2,395.75	0.97	64.75
690.0150	Sawing Asphalt	1,265.00	LF	1.39	1,758.35	1,151.00		1,151.00	1,599.89		1,599.89	0.91	158.46
690.0250	Sawing Concrete	280.00	LF	1.95	546.00	37.00		37.00	72.15		72.15	0.13	473.85
SPV.006001	Storm Manhole Frame And Lid - R-1550 (Non-Rocking)	4.00	EA	782.34	3,129.36	3.00		3.00	2,347.02		2,347.02	0.75	782.34
SPV.006002	Storm Manhole Frame And Lid - R-2560 (Beehive)	9.00	EA	976.60	8,789.40	9.00		9.00	8,789.40		8,789.40	1.00	-
SPV.006003	2x3 Storm Structure Frame And Grate - R-3067-L	44.00	EA	1,056.17	46,471.48	44.00		44.00	46,471.48		46,471.48	1.00	-
SPV.006005	Manhole Frame & Cover (Sanitary)	12.00	EA	1,356.43	16,277.16	12.00		12.00	16,277.16		16,277.16	1.00	-
SPV.006006	Sanitary Manhole Seal - External	12.00	EA	804.18	9,650.16	12.00		12.00	9,650.16		9,650.16	1.00	-

Bid Item No.	Description	Contract Information				Previously Billed Qty's	Pay App 7 Qty's	Total Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)								
SPV.006007	Sanitary Lateral Connection (item not included in original contract price)	11.00	EA	1,311.58		1.00	1.00	1,311.58		1,311.58	1.00	(1,311.58)	
SPV.006008	Sanitary Lateral Connection Inserta Tee (Undistributed)	11.00	EA	1,079.34	11,872.74	7.00	7.00	7,555.38		7,555.38	0.64	4,317.36	
SPV.006009	Cut In WYE (item not included in original contract price)	11.00	EA	2,003.56		1.00	1.00	2,003.56		2,003.56	1.00	(2,003.56)	
SPV.006010	Remove Existing Valve	4.00	EA	644.20	2,576.80	3.00	3.00	1,932.60		1,932.60	0.75	644.20	
SPV.006011	Remove Existing Valve Box	13.00	EA	644.20	8,374.60	10.00	10.00	6,442.00		6,442.00	0.77	1,932.60	
SPV.006012	Remove Existing Hydrant Assembly	4.00	EA	952.66	3,810.64	4.00	4.00	3,810.64		3,810.64	1.00	-	
SPV.006013	Water Valve & Valve Box 4-Inch	2.00	EA	2,062.74	4,125.48	1.00	1.00	2,062.74		2,062.74	0.50	2,062.74	
SPV.006014	Water Valve & Valve Box 6-Inch	13.00	EA	2,389.20	31,059.60	13.00	13.00	31,059.60		31,059.60	1.00	-	
SPV.006015	Water Valve & Valve Box 10-Inch	2.00	EA	4,563.36	9,126.72	2.00	2.00	9,126.72		9,126.72	1.00	-	
SPV.006016	Water Valve & Valve Box 12-Inch	17.00	EA	4,212.81	71,617.77	17.00	17.00	71,617.77		71,617.77	1.00	-	
SPV.006017	Hydrant Assembly	10.00	EA	7,752.91	77,529.10	10.00	10.00	77,529.10		77,529.10	1.00	-	
SPV.006019	Adjusting Water Valve Boxes (Undistributed)	2.00	EA	350.45	700.90	2.00	2.00	700.90		700.90	1.00	-	
SPV.006020	Curb Stop / Box 1-Inch	11.00	EA	659.27	7,251.97	11.00	11.00	7,251.97		7,251.97	1.00	-	
SPV.006021	Curb Stop / Box 1 1/4-Inch	15.00	EA	710.11	10,651.65	16.00	16.00	11,361.76		11,361.76	1.07	(710.11)	
SPV.006022	Corporation Stop 1-Inch	11.00	EA	633.85	6,972.35	11.00	11.00	6,972.35		6,972.35	1.00	-	
SPV.006023	Corporation Stop 1 1/4-Inch	15.00	EA	751.59	11,273.85	16.00	16.00	12,025.44		12,025.44	1.07	(751.59)	
SPV.006024	Water Service 1-Inch (Inside House)	2.00	EA	3,121.40	6,242.80	2.00	2.00	6,242.80		6,242.80	1.00	-	
SPV.006025	Moving Mailboxes (Undistributed)	9.00	EA	450.00	4,050.00	5.00	1.00	6.00	2,700.00	2,700.00	0.67	1,350.00	
SPV.006026	Sign Post V-LOC Sign Support & Square Post	57.00	EA	380.00	21,660.00	-	54.00	54.00	20,520.00	20,520.00	0.95	1,140.00	
SPV.009001	Sanitary Sewer 6-Inch PVC Lateral Relay (Granular Backfill)	652.00	LF	163.62	106,680.24	467.50		467.50	76,492.35	76,492.35	0.72	30,187.89	
SPV.009002	Sanitary Sewer 8-Inch PVC Relay (Granular Backfill)	325.00	LF	200.25	65,081.25	257.00		257.00	51,464.25	51,464.25	0.79	13,617.00	
SPV.009003	Sanitary Sewer 8-Inch PVC Relay (Slurry Backfill)	25.00	LF	517.29	12,932.25	25.00		25.00	12,932.25	12,932.25	1.00	-	
SPV.009004	Sanitary Sewer 15-Inch PVC Relay (Granular Backfill)	30.00	LF	215.53	6,465.90	30.00		30.00	6,465.90	6,465.90	1.00	-	
SPV.009005	Hydrant Lead 6-Inch (Granular Backfill)	194.00	LF	113.78	22,073.32	190.50		190.50	21,675.09	21,675.09	0.98	398.23	
SPV.009006	PVC Watermain 4-Inch (Granular Backfill)	66.00	LF	231.82	15,300.12	54.50		54.50	12,634.19	12,634.19	0.83	2,665.93	
SPV.009007	PVC Watermain 6-Inch (Granular Backfill)	90.00	LF	243.74	21,936.60	64.50		64.50	15,721.23	15,721.23	0.72	6,215.37	
SPV.009008	PVC Watermain 10-Inch (Granular Backfill)	18.00	LF	800.69	14,412.42	38.00		38.00	30,426.22	30,426.22	2.11	(16,013.80)	
SPV.009009	PVC Watermain 12-Inch (Granular Backfill)	4,475.00	LF	198.10	886,497.50	4,539.00	(64.00)	4,475.00	886,497.50	-	886,497.50	1.00	-
SPV.009010	Water Service HDPE Lateral 1-Inch With Tracer Wire (Public	400.00	LF	136.18	54,472.00	363.50		363.50	49,501.43	49,501.43	0.91	4,970.57	
SPV.009011	Water Service HDPE Lateral 1 1/4-Inch With Tracer Wire (Pu	590.00	LF	101.27	59,749.30	615.00		615.00	62,281.05	62,281.05	1.04	(2,531.75)	
SPV.009012	Water Service HDPE Lateral 1-Inch With Tracer Wire (Privat	20.00	LF	170.76	3,415.20	20.00		20.00	3,415.20	3,415.20	1.00	-	
SPV.009013	Storm Sewer 6-Inch PVC Lateral	26.00	LF	88.70	2,306.20	6.50		6.50	576.55	576.55	0.25	1,729.65	
SPV.009014	Televising Sanitary & Storm	1,162.00	LF	3.45	4,008.90	1,183.00		1,183.00	4,081.35	4,081.35	1.02	(72.45)	
SPV.010502	DOT Railway ROW Work Allowance	1.00	LSU	10,000.00	10,000.00	-		-	-	-	-	10,000.00	
SPV.018001	Geogrid TX7	19,085.00	SY	6.94	132,449.90	20,489.70		20,489.70	142,198.52	142,198.52	1.07	(9,748.62)	
SPV.018002	Restoration Of Disturbed Areas	8,510.00	SY	4.50	38,295.00	9,000.00	2,689.80	11,689.80	52,604.10	52,604.10	1.37	(14,309.10)	
SPV.020001	Sanitary Manhole 48-Inch	8.00	VLF	1,087.26	8,698.08	11.00		11.00	11,959.86	11,959.86	1.38	(3,261.78)	
SPV.006004	Core Hole Into Existing Storm Structure	4.00	EA	2,078.18	8,312.72	3.25		3.25	6,754.09	6,754.09	0.81	1,558.64	
SPV0060181	Tracer Wire Access Box (Sanitary Laterals)	17.00	EA	232.64	3,954.88	17.00		17.00	3,954.88	3,954.88	1.00	-	
SPV0060182	Tracer Wire Access Box (Hydrants)	10.00	EA	194.98	1,949.80	10.00		10.00	1,949.80	1,949.80	1.00	-	
SPV010501	Traffic Control	1.00	LSU	344,431.47	344,431.47	1.00		1.00	344,431.47	344,431.47	1.00	-	
CO 1.01	MGS Guardrail Terminal EAT (99006)	2.00	EA	5,000.00	10,000.00	2.00		2.00	10,000.00	10,000.00	1.00	-	
CO 1.02	Temporary Storm Sewer # Jackson & Centralia (99000)	1.00	LSU	2,046.83	2,046.83	1.00		1.00	2,046.83	2,046.83	1.00	-	
CO 1.03	New Gas Line Crossings (99008)	10.00	EA	1,078.13	10,781.30	5.00		5.00	5,390.65	5,390.65	0.50	5,390.65	
CO 1.04	Remove Existing Cast Iron Watermain (99007)	160.00	LF	5.39	862.40	160.00		160.00	862.40	862.40	1.00	-	
CO 1.05	Water Shut Off Delay (99001)	1.00	LSU	2,767.19	2,767.19	1.00		1.00	2,767.19	2,767.19	1.00	-	
CO 1.06	Temporary Storm for Watermain Installation STA 72+60 (99005)	1.00	LSU	2,642.70	2,642.70	1.00		1.00	2,642.70	2,642.70	1.00	-	

Bid Item No.	Description	Contract Information				Previously Billed Qty's	Pay App 7 Qty's	Total Quantity Installed to Date	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)								
CO 2.01	8" Watermain & Gate Valve Upsizing (99003)	1.00	LSU	25,251.37	25,251.37	1.00		1.00	25,251.37		25,251.37	1.00	-
CO 2.02	511 E Centralia Additional Services Delay (99009)	1.00	LSU	5,433.75	5,433.75	1.00		1.00	5,433.75		5,433.75	1.00	-
CO 2.03	Upsize 1.25" Services to 2" (99012)	1.00	LSU	2,404.07	2,404.07	1.00		1.00	2,404.07		2,404.07	1.00	-
CO 2.04	Watermain Window Below Unknown Utility (99014)	1.00	LSU	9,594.05	9,594.05	1.00		1.00	9,594.05		9,594.05	1.00	-
CO3.01	3 Days of Sanitary & Force Main Work (99015)	1.00	LSU	10,818.50	10,818.50	1.00		1.00	10,818.50		10,818.50	1.00	-
CO3.02	Modify Inlet Due to Unknown Pipes in Ground (99016)	1.00	LSU	1,638.75	1,638.75	1.00		1.00	1,638.75		1,638.75	1.00	-
CO3.03	Cut & Modify Storm Manholes (99017)	1.00	LSU	3,287.51	3,287.51	1.00		1.00	3,287.51		3,287.51	1.00	-
CO3.04	Remove Valve & Reconnect Watermain (99018)	1.00	LSU	5,593.29	5,593.29	1.00		1.00	5,593.29		5,593.29	1.00	-
CO3.05	Repair 4" Sump Pump Line (99023)	1.00	LSU	405.27	405.27	1.00		1.00	405.27		405.27	1.00	-
CO4.01	Unknown Utility Issues (99019, 99021, 99025)	1.00	LSU	13,600.00	13,600.00	-	1.00	1.00	13,600.00		13,600.00	1.00	-
CO4.02	Concrete Extras (99024)	1.00	LSU	4,384.80	4,384.80	-	1.00	1.00	4,384.80		4,384.80	1.00	-
CO4.03	Added PVC 12" Watermain Pipe (99031)	64.00	LF	198.10	12,678.40	-	64.00	64.00	12,678.40		12,678.40	1.00	-
99030	Hydrant Extensions (99030)	1.00	LSU	1,450.00		-		-	-		-		-
Totals					4,708,622.90	-			4,563,473.87	-	4,563,473.87		145,149.03

EJCDC® C-620 Contractor's Application for Payment



Payment Tab Dated:

6/15/2023 7/20/2023 8/14/2023 9/25/2023 11/10/2023 12/13/2023 3/27/2024



Quantities Through Date: 6/1/2023 7/7/2023 8/11/2023 9/16/2023 10/21/2023 12/13/2023 3/27/2024

BASE BID: E CENTRALIA - ROADWAY ITEMS

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
201.0120	Clearing	ID	72	\$29.50	\$ 2,124.00	-	72.00	-	-	-	-	-	-	72.00	\$ 2,124.00
201.0220	Grubbing	ID	72	\$29.50	\$ 2,124.00	-	72.00	-	-	-	-	-	-	72.00	\$ 2,124.00
203.0220	Removing Structure (Retaining Wall)	LS	1	\$399.37	\$ 399.37	-	-	-	-	-	-	-	-	0.00	\$ -
204.0100	Removing Concrete Pavement	SY	85	\$12.10	\$ 1,028.50	-	-	-	-	85.00	-	-	-	85.00	\$ 1,028.50
204.0110	Removing Asphaltic Surface	SY	19065	\$2.51	\$ 47,853.15	2,291.00	-	-	2,856.55	13,917.45	-	-	-	19065.00	\$ 47,853.15
204.0150	Removing Curb & Gutter	LF	8890	\$5.12	\$ 45,516.80	-	-	-	2,400.30	6,489.70	-	-	-	8890.00	\$ 45,516.80
204.0155	Removing Concrete Sidewalk	SY	340	\$7.81	\$ 2,655.40	-	-	-	-	340.00	-	-	-	340.00	\$ 2,655.40
204.0165	Removing Guardrail	LF	605	\$9.00	\$ 5,445.00	-	-	-	-	605.00	-	-	-	605.00	\$ 5,445.00
204.0175	Removing Concrete Slope Paving	SY	135	\$19.00	\$ 2,565.00	-	-	-	-	66.10	-	-	-	66.10	\$ 1,255.90
204.0210	Removing Manholes (Storm)	EACH	5	\$518.98	\$ 2,594.90	-	-	-	6.00	-	-	-	-	6.00	\$ 3,113.88
204.0215	Removing Catch Basins	EACH	20	\$518.98	\$ 10,379.60	-	-	-	7.00	8.00	-	-	-	15.00	\$ 7,784.70
204.0220	Removing Inlets	EACH	3	\$518.98	\$ 1,556.94	-	-	-	3.00	-	-	-	-	3.00	\$ 1,556.94
204.0245	Removing Storm Sewer (ALL SIZES)	LF	5795	\$0.01	\$ 57.95	-	-	-	1,540.00	3,905.00	-	-	-	5445.00	\$ 54.45
204.0280	Sealing Pipes	EACH	1	\$572.42	\$ 572.42	-	-	-	-	1.00	-	-	-	1.00	\$ 572.42
205.0100	Excavation Common	CY	595	\$26.05	\$ 15,499.75	-	-	-	-	595.00	-	-	-	595.00	\$ 15,499.75
305.0110	Base Aggregate Dense 3/4-Inch	TON	100	\$43.18	\$ 4,318.00	-	-	-	-	-	-	-	-	0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	1005	\$23.75	\$ 23,868.75	-	-	-	526.14	478.86	-	-	-	1005.00	\$ 23,868.75
416.0160	Concrete Driveway 6-Inch	SY	135	\$58.00	\$ 7,830.00	-	-	-	-	159.40	0.60	-	-	160.00	\$ 9,280.00
416.0180	Concrete Driveway 8-Inch	SY	95	\$65.00	\$ 6,175.00	-	-	-	-	83.00	-	-	-	83.00	\$ 5,395.00
416.1010	Concrete Surface Drains	EACH	12	\$700.00	\$ 8,400.00	-	-	-	-	12.00	-	-	-	12.00	\$ 8,400.00
465.0120	Asphalt Surface Driveways	TON	435	\$107.00	\$ 46,545.00	-	-	-	-	-	442.00	-	-	442.00	\$ 47,294.00
522.1012	Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	EACH	2	\$1,787.07	\$ 3,574.14	-	-	-	2.00	-	-	-	-	2.00	\$ 3,574.14
522.1015	Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	EACH	2	\$1,834.47	\$ 3,668.94	-	-	-	2.00	-	-	-	-	2.00	\$ 3,668.94
522.1018	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	EACH	13	\$1,971.40	\$ 25,628.20	-	-	-	13.00	-	-	-	-	13.00	\$ 25,628.20
522.1021	Apron Endwalls for Culvert Pipe Reinforced Concrete 21-Inch	EACH	1	\$2,382.18	\$ 2,382.18	-	-	-	1.00	-	-	-	-	1.00	\$ 2,382.18
601.0110	Concrete Curb Type D	LF	66	\$40.00	\$ 2,640.00	-	-	-	-	62.00	-	-	-	62.00	\$ 2,480.00
602.0405	Concrete Sidewalk 4-Inch	SF	6120	\$5.75	\$ 35,190.00	-	-	-	-	6,268.10	16.90	-	-	6285.00	\$ 36,138.75
602.0415	Concrete Sidewalk 6-Inch	SF	1165	\$6.50	\$ 7,572.50	-	-	-	-	802.00	3.00	-	-	805.00	\$ 5,232.50
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	80	\$42.00	\$ 3,360.00	-	-	-	-	80.00	-	-	-	80.00	\$ 3,360.00
604.0400	Slope Paving Concrete	SY	150	\$75.00	\$ 11,250.00	-	-	-	-	66.10	-	-	-	66.10	\$ 4,957.50
606.0200	Riprap Medium	CY	10	\$111.85	\$ 1,118.50	-	-	-	-	10.00	-	-	-	10.00	\$ 1,118.50
608.0312	Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	LF	1182	\$103.66	\$ 122,526.12	-	-	-	1,182.00	-	-	-	-	1182.00	\$ 122,526.12
608.0315	Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	LF	210	\$130.36	\$ 27,375.60	-	-	-	210.00	-	-	-	-	210.00	\$ 27,375.60
608.0318	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	LF	390	\$88.69	\$ 34,589.10	-	-	-	390.00	-	-	-	-	390.00	\$ 34,589.10
608.0321	Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	LF	143	\$94.82	\$ 13,559.26	-	-	-	143.00	-	-	-	-	143.00	\$ 13,559.26
608.0324	Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	LF	9	\$383.77	\$ 3,453.93	-	-	-	-	-	9.00	-	-	9.00	\$ 3,453.93
608.0330	Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	LF	336	\$158.12	\$ 53,128.32	-	-	-	336.00	-	-	-	-	336.00	\$ 53,128.32
608.0336	Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	LF	1088	\$173.09	\$ 188,321.92	-	-	-	1,088.00	-	-	-	-	1088.00	\$ 188,321.92
611.1005	Catch Basins 5-FT Diameter	EACH	1	\$4,294.38	\$ 4,294.38	-	-	-	1.00	-	-	-	-	1.00	\$ 4,294.38
611.1230	Catch Basins 2x3-FT	EACH	34	\$2,505.93	\$ 85,201.62	-	-	-	33.00	-	-	-	-	33.00	\$ 82,695.69
611.2004	Manholes 4-FT Diameter	EACH	2	\$3,118.32	\$ 6,236.64	-	-	-	1.00	-	-	-	-	1.00	\$ 3,118.32
611.2005	Manholes 5-FT Diameter	EACH	7	\$4,487.91	\$ 31,415.37	-	-	-	8.00	-	-	-	-	8.00	\$ 35,903.28
611.2006	Manholes 6-FT Diameter	EACH	4	\$6,110.11	\$ 24,440.44	-	-	-	4.00	-	-	-	-	4.00	\$ 24,440.44
611.2007	Manholes 7-FT Diameter	EACH	2	\$11,819.08	\$ 23,638.16	-	-	-	3.00	-	-	-	-	3.00	\$ 35,457.24
611.2008	Manholes 8-FT Diameter	EACH	1	\$11,947.46	\$ 11,947.46	-	-	-	1.00	-	-	-	-	1.00	\$ 11,947.46
611.3230	Inlets 2x3-FT	EACH	3	\$2,435.64	\$ 7,306.92	-	-	-	2.00	-	-	-	-	2.00	\$ 4,871.28
611.8105	Adjusting Catch Basin Covers	EACH	2	\$470.84	\$ 941.68	-	-	-	-	2.00	-	-	-	2.00	\$ 941.68
611.8110	Adjusting Manhole Covers (Sanitary)	EACH	10	\$470.84	\$ 4,708.40	-	-	-	-	10.00	-	-	-	10.00	\$ 4,708.40
611.8110	Adjusting Manhole Covers (Storm)	EACH	4	\$470.84	\$ 1,883.36	-	-	-	-	4.00	-	-	-	4.00	\$ 1,883.36
612.0404	Pipe Underdrain Wrapped 4-Inch Perforated	LF	264	\$27.49	\$ 7,257.36	-	-	-	-	264.00	-	-	-	264.00	\$ 7,257.36
614.0397	Guardrail Mow Strip Emulsified Asphalt	SY	350	\$26.50	\$ 9,275.00	-	-	-	-	-	-	266.67	-	266.67	\$ 7,066.76
614.2300	MGS Guardrail 3	LF	605	\$39.00	\$ 23,595.00	-	-	-	-	-	515.00	85.00	-	600.00	\$ 23,400.00

616.0405	Fence Chain Link Salvaged 5-FT	LF	24	\$25.00	\$ 600.00	-	-	-	-	-	-	-	-	-	0.00	\$ -			
624.0100	Water (for Dust Control - Undistributed)	MGAL	100	\$0.01	\$ 1.00	-	-	-	-	-	-	-	-	-	0.00	\$ -			
628.1504	Silt Fence	LF	270	\$3.50	\$ 945.00	-	-	-	270.00	-	5.00	-	-	-	275.00	\$ 962.50			
628.2008	Erosion Mat Urban Class I, Type B	SY	8510	\$3.30	\$ 28,083.00	-	-	-	-	-	9,200.00	2,489.80	-	-	11689.80	\$ 38,576.34			
628.7020	Inlet Protection Type D	EACH	77	\$190.00	\$ 14,630.00	21.00	-	-	-	-	-	53.00	-	74.00	\$ 14,060.00				
628.7504	Temporary Ditch Checks	LF	475	\$16.00	\$ 7,600.00	-	-	-	-	-	-	10.00	-	10.00	\$ 160.00				
630.0500	Seed Water	MGAL	350	\$55.00	\$ 19,250.00	-	-	-	-	-	-	-	-	0.00	\$ -				
631.0300	Sod Water	MGAL	5	\$74.00	\$ 370.00	-	-	-	-	-	-	-	-	0.00	\$ -				
631.1000	Sod Lawn	SY	70	\$18.00	\$ 1,260.00	-	-	-	-	-	-	45.00	-	45.00	\$ 810.00				
637.2210	Signs Type II Reflective H (Size 2S)	SF	153	\$27.00	\$ 4,131.00	-	-	-	-	-	-	153.39	-	153.39	\$ 4,141.53				
637.2230	Signs Type II Reflective F (Size 2S)	SF	215	\$29.00	\$ 6,235.00	-	-	-	-	-	-	210.00	-	210.00	\$ 6,090.00				
638.2602	Removing Signs Type II	EACH	19	\$140.00	\$ 2,660.00	-	-	-	-	-	-	16.00	-	16.00	\$ 2,240.00				
638.3000	Removing Small Sign Supports	EACH	7	\$160.00	\$ 1,120.00	-	-	-	-	-	-	6.00	-	6.00	\$ 960.00				
645.0120	Geotextile Type HR	SY	15	\$2.33	\$ 34.95	-	-	-	-	15.00	-	-	-	15.00	\$ 34.95				
646.1020	Marking Line Epoxy 4-Inch (White)	LF	6312	\$0.85	\$ 5,365.20	-	-	-	-	-	6,269.00	-	-	6269.00	\$ 5,328.65				
646.5020	Marking Arrow Epoxy	EACH	26	\$155.00	\$ 4,030.00	-	-	-	-	-	25.00	-	-	25.00	\$ 3,875.00				
646.5220	Marking Symbol Epoxy (Bike)	EACH	26	\$275.00	\$ 7,150.00	-	-	-	-	-	25.00	-	-	25.00	\$ 6,875.00				
646.5220	Marking Symbol Epoxy (Sharrows)	EACH	10	\$350.00	\$ 3,500.00	-	-	-	-	-	10.00	-	-	10.00	\$ 3,500.00				
646.6120	Marking Stop Line Epoxy 18-Inch (White)	LF	64	\$16.75	\$ 1,072.00	-	-	-	-	-	63.50	-	-	63.50	\$ 1,063.63				
646.7420	Marking Crosswalk Epoxy Transverse Line 6-Inch (White)	LF	266	\$9.25	\$ 2,460.50	-	-	-	-	-	259.00	-	-	259.00	\$ 2,395.75				
690.0150	Sawing Asphalt	LF	1265	\$1.39	\$ 1,758.35	1,151.00	-	-	-	-	-	-	-	1151.00	\$ 1,599.89				
690.0250	Sawing Concrete	LF	280	\$1.95	\$ 546.00	37.00	-	-	-	-	-	-	-	37.00	\$ 72.15				
SPV.0060.01	Storm Manhole Frame and Lid - R-1550 (Non-Rocking)	EACH	4	\$782.34	\$ 3,129.36	-	-	-	-	3.00	-	-	-	3.00	\$ 2,347.02				
SPV.0060.02	Storm Manhole Frame and Lid - R-2560 (Beehive)	EACH	9	\$976.60	\$ 8,789.40	-	-	-	-	9.00	-	-	-	9.00	\$ 8,789.40				
SPV.0060.03	2x3 Storm Structure Frame and Grate - R-3067-L	EACH	44	\$1,056.17	\$ 46,471.48	-	-	-	-	44.00	-	-	-	44.00	\$ 46,471.48				
SPV.0060.04	Core Hole into Existing Storm Structure	EACH	4	\$2,078.18	\$ 8,312.72	-	-	-	2.25	1.00	-	-	-	3.25	\$ 6,754.09				
SPV.0060.25	Moving Mailboxes (Undistributed)	EACH	9	\$450.00	\$ 4,050.00	-	-	-	-	-	5.00	1.00	-	6.00	\$ 2,700.00				
SPV.0060.26	Sign Post V-LOC Sign Support & Square Post	EACH	57	\$380.00	\$ 21,660.00	-	-	-	-	-	-	54.00	-	54.00	\$ 20,520.00				
SPV.0090.13	Storm Sewer 6-Inch PVC Lateral	LF	26	\$88.70	\$ 2,306.20	-	-	-	6.50	-	-	-	-	6.50	\$ 576.55				
SPV.0090.14	Televising Sanitary & Storm	LF	1162	\$3.45	\$ 4,008.90	-	-	-	-	1,183.00	-	-	-	1183.00	\$ 4,081.35				
SPV.0105.02	DOT Railway ROW Work Allowance	LS	1	\$10,000.00	\$ 10,000.00	-	-	-	-	-	-	-	-	0.00	\$ -				
SPV.0180.02	Restoration of Disturbed Areas	SY	8510	\$4.50	\$ 38,295.00	-	-	-	-	-	9,000.00	2,689.80	-	11689.80	\$ 52,604.10				
CENTRALIA ROADWAY SUBTOTAL				\$	1,278,815.09	SUBTOTAL, CENTRALIA ROADWAY - Paid to Date										\$	1,247,892.62		
Subtotal \$ per Estimate - Centralia Roadway				\$	11,412.45	\$	4,248.00	\$	-	\$	723,953.71	\$	264,984.80	\$	167,149.93	\$	76,143.73	\$	-

BASE BID: E CENTRALIA - SANITARY ITEMS

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date				
						#1	#2	#3	#4	#5	#6	#7	#8						
204.0210	Removing Manholes (Sanitary)	EACH	1	\$691.98	\$ 691.98	-	-	-	-	2.00	-	-	-	2.00	\$ 1,383.96				
SPV.0060.05	Manhole Frame & Cover (Sanitary)	EACH	12	\$1,356.43	\$ 16,277.16	-	-	-	-	12.00	-	-	-	12.00	\$ 16,277.16				
SPV.0060.06	Sanitary Manhole Seal - External	EACH	12	\$804.18	\$ 9,650.16	-	-	-	-	8.00	4.00	-	-	12.00	\$ 9,650.16				
SPV.0060.08*	Sanitary Lateral Connection Inserta Tee (Undistributed)	EACH	11	\$1,079.34	\$ 11,872.74	-	5.00	2.00	-	-	-	-	-	7.00	\$ 7,555.38				
SPV.0060.18	Tracer Wire Access Box (Sanitary Laterals)	EACH	17	\$232.64	\$ 3,954.88	-	13.00	1.00	3.00	-	-	-	-	17.00	\$ 3,954.88				
SPV.0090.01	Sanitary Sewer 6-Inch PVC Lateral Relay (Granular Backfill)	LF	652	\$163.62	\$ 106,680.24	14.00	368.50	69.00	16.00	-	-	-	-	467.50	\$ 76,492.35				
SPV.0090.02	Sanitary Sewer 8-Inch PVC Relay (Granular Backfill)	LF	325	\$200.25	\$ 65,081.25	236.00	-	-	21.00	-	-	-	-	257.00	\$ 51,464.25				
SPV.0090.03	Sanitary Sewer 8-Inch PVC Relay (Slurry Backfill)	LF	25	\$517.29	\$ 12,932.25	25.00	-	-	-	-	-	-	-	25.00	\$ 12,932.25				
SPV.0090.04	Sanitary Sewer 15-Inch PVC Relay (Granular Backfill)	LF	30	\$215.53	\$ 6,465.90	-	-	-	30.00	-	-	-	-	30.00	\$ 6,465.90				
SPV.0200.01	Sanitary Manhole 48-Inch	VF	8	\$1,087.26	\$ 8,698.08	-	-	-	8.00	-	3.00	-	-	11.00	\$ 11,959.86				
CENTRALIA SANITARY SUBTOTAL				\$	242,304.64	SUBTOTAL, CENTRALIA SANITARY - Paid to Date										\$	198,136.15		
Subtotal \$ per Estimate - Centralia Sanitary				\$	62,481.93	\$	68,714.99	\$	13,681.10	\$	22,685.07	\$	24,094.56	\$	6,478.50	\$	-	\$	-

BASE BID: E CENTRALIA - WATER ITEMS

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
204.0210	Removing Manholes (Water)	EACH	1	\$411.13	\$ 411.13	-	-	-	-	-	1.00	-	-	1.00	\$ 411.13
SPV.0060.10	Remove Existing Valve	EACH	4	\$644.20	\$ 2,576.80	-	1.00	2.00	-	-	-	-	-	3.00	\$ 1,932.60
SPV.0060.11	Remove Existing Valve Box	EACH	13	\$644.20	\$ 8,374.60	-	6.00	2.00	2.00	-	-	-	-	10.00	\$ 6,442.00

SPV.0060.12	Remove Existing Hydrant Assembly	EACH	4	\$952.66	\$ 3,810.64	-	1.00	1.00	2.00	-	-	-	-	4.00	\$ 3,810.64
SPV.0060.13	Water Valve & Valve Box 4-Inch	EACH	2	\$2,062.74	\$ 4,125.48	1.00	-	-	-	-	-	-	-	1.00	\$ 2,062.74
SPV.0060.14	Water Valve & Valve Box 6-Inch	EACH	13	\$2,389.20	\$ 31,059.60	1.00	4.00	6.00	2.00	-	-	-	-	13.00	\$ 31,059.60
SPV.0060.15	Water Valve & Valve Box 10-Inch	EACH	2	\$4,563.36	\$ 9,126.72	-	-	1.00	1.00	-	-	-	-	2.00	\$ 9,126.72
SPV.0060.16	Water Valve & Valve Box 12-Inch	EACH	17	\$4,212.81	\$ 71,617.77	2.00	5.00	6.00	4.00	-	-	-	-	17.00	\$ 71,617.77
SPV.0060.17	Hydrant Assembly	EACH	10	\$7,752.91	\$ 77,529.10	1.00	2.00	5.00	2.00	-	-	-	-	10.00	\$ 77,529.10
SPV.0060.18	Tracer Wire Access Box (Hydrants)	EACH	10	\$194.98	\$ 1,949.80	-	-	-	10.00	-	-	-	-	10.00	\$ 1,949.80
SPV.0060.19	Adjusting Water Valve Boxes (Undistributed)	EACH	2	\$350.45	\$ 700.90	-	-	-	-	-	2.00	-	-	2.00	\$ 700.90
SPV.0060.20	Curb Stop / Box, 1-Inch	EACH	11	\$659.27	\$ 7,251.97	-	11.00	-	-	-	-	-	-	11.00	\$ 7,251.97
SPV.0060.21	Curb Stop / Box, 1 1/4-Inch	EACH	15	\$710.11	\$ 10,651.65	-	2.00	11.00	3.00	-	-	-	-	16.00	\$ 11,361.76
SPV.0060.22	Corporation Stop, 1-Inch	EACH	11	\$633.85	\$ 6,972.35	-	11.00	-	-	-	-	-	-	11.00	\$ 6,972.35
SPV.0060.23	Corporation Stop, 1 1/4-Inch	EACH	15	\$751.59	\$ 11,273.85	-	2.00	11.00	3.00	-	-	-	-	16.00	\$ 12,025.44
SPV.0060.24	Water Service 1-Inch (Inside House)	EACH	2	\$3,121.40	\$ 6,242.80	-	2.00	-	-	-	-	-	-	2.00	\$ 6,242.80
SPV.0090.05	Hydrant Lead 6-Inch (Granular Backfill)	LF	194	\$113.78	\$ 22,073.32	15.00	55.00	91.50	29.00	-	-	-	-	190.50	\$ 21,675.09
SPV.0090.06	PVC Watermain 4-Inch (Granular Backfill)	LF	66	\$231.82	\$ 15,300.12	1.50	47.00	6.00	-	-	-	-	-	54.50	\$ 12,634.19
SPV.0090.07	PVC Watermain 6-Inch (Granular Backfill)	LF	90	\$243.74	\$ 21,936.60	-	3.00	61.50	-	-	-	-	-	64.50	\$ 15,721.23
SPV.0090.08	PVC Watermain 10-Inch (Granular Backfill)	LF	18	\$800.69	\$ 14,412.42	-	-	12.00	26.00	-	-	-	-	38.00	\$ 30,426.22
SPV.0090.09	PVC Watermain 12-Inch (Granular Backfill)	LF	4475	\$198.10	\$ 886,497.50	2,002.80	940.00	714.20	862.00	-	20.00	(64.00)	-	4475.00	\$ 886,497.50
SPV.0090.10	Water Service HDPE Lateral 1-Inch with Tracer Wire (Public)	LF	400	\$136.18	\$ 54,472.00	-	363.50	-	-	-	-	-	-	363.50	\$ 49,501.43
SPV.0090.11	Water Service HDPE Lateral 1 1/4-Inch with Tracer Wire	LF	590	\$101.27	\$ 59,749.30	-	63.00	380.00	172.00	-	-	-	-	615.00	\$ 62,281.05
SPV.0090.12	Water Service HDPE Lateral 1-Inch with Tracer Wire (Private)	LF	20	\$170.76	\$ 3,415.20	-	20.00	-	-	-	-	-	-	20.00	\$ 3,415.20
CENTRALIA WATER SUBTOTAL					\$ 1,331,531.62	SUBTOTAL, CENTRALIA WATERMAIN - Paid to Date									\$ 1,332,649.23
Subtotal \$ per Estimate - Centralia Watermain						\$ 419,439.58	\$ 338,374.55	\$ 318,913.83	\$ 263,525.64	\$ -	\$ 5,074.03	\$ (12,678.40)	\$ -		

ALTERNATE #1 - E CENTRALIA - ASPHALT PAVEMENT

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
205.0100	Excavation Common	CY	15310	\$19.67	\$ 301,147.70	-	-	-	4,133.70	11,222.05	-	-	-	15355.75	\$ 302,047.60
205.0100	Excavation Common (EBS)	CY	1335	\$20.45	\$ 27,300.75	-	-	-	-	-	-	-	-	0.00	\$ -
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	11135	\$14.76	\$ 164,352.60	-	-	-	2,058.28	8,939.19	506.95	-	-	11504.42	\$ 169,805.24
311.0110	Breaker Run (3" Crushed Allowed)	TON	12025	\$16.01	\$ 192,520.25	-	-	-	3,358.55	8,187.13	-	-	-	11545.68	\$ 184,846.34
311.0110	Breaker Run (3" Crushed Allowed) (EBS)	TON	2405	\$17.54	\$ 42,183.70	-	-	-	-	-	-	-	-	0.00	\$ -
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	8900	\$17.10	\$ 152,190.00	-	-	-	-	8,914.00	16.00	-	-	8930.00	\$ 152,703.00
460.6223	HMA Pavement 3 MT 58-28 S	TON	3515	\$65.00	\$ 228,475.00	-	-	-	-	-	3,448.07	-	-	3448.07	\$ 224,124.55
460.6224	HMA Pavement 4 MT 58-28 S, Item also includes tack coat (455.0605)	TON	2010	\$73.00	\$ 146,730.00	-	-	-	-	-	1,952.39	-	-	1952.39	\$ 142,524.47
SPV.0105.01	Traffic Control (Entire Project)	LS	1	\$344,431.47	\$ 344,431.47	0.50	-	-	0.40	0.10	-	-	-	1.00	\$ 344,431.47
SPV.0180.01	Geogrid TX7	SY	19085	\$6.94	\$ 132,449.90	-	14,619.79	-	-	5,869.91	-	-	-	20489.70	\$ 142,198.52
CENTRALIA ASPHALT SUBTOTAL					\$ 1,731,781.37	SUBTOTAL, CENTRALIA ASPHALT - Paid to Date									\$ 1,662,681.19
Subtotal \$ per Estimate - Centralia Asphalt						\$ 172,215.74	\$ 101,461.34	\$ -	\$ 303,233.07	\$ 711,365.84	\$ 374,405.20	\$ -	\$ -		

TOTAL - BASE BID & ALT BID #1	\$ 4,584,432.72	TOTAL, BASE BID & ALT BID #1 - Paid to Date	\$ 4,441,359.18
------------------------------------------	------------------------	--------------------------------------------------------	------------------------

SUPPLEMENTAL ITEMS

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
SPV.0060.07*	Sanitary Lateral Connection to Existing Wye (Undistributed)	EACH	11	\$1,311.58	\$ 14,427.38	-	1.00	-	-	-	-	-	-	1.00	\$ 1,311.58
SPV.0060.09*	Sanitary Lateral Connection Cut-in Wye (Undistributed)	EACH	11	\$2,003.56	\$ 22,039.16	-	1.00	-	-	-	-	-	-	1.00	\$ 2,003.56
SUBTOTAL, SUPPLEMENTAL ITEMS					\$ 36,466.54	SUBTOTAL, SUPPLEMENTAL ITEMS - Paid to Date									\$ 3,315.14
Subtotal \$ per Estimate - Supplemental Items						\$ -	\$ 3,315.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		

CONTRACT CHANGE ORDER #1															
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
ROAD ITEMS															
1.01	MGS Guardrail Terminal EAT	EA	2	\$5,000.00	\$ 10,000.00	-	-	-	-	-	2.00	-	-	2.00	\$ 10,000.00
1.02	Temporary Storm Sewer @ Jackson & Centralia	LS	1	\$2,046.83	\$ 2,046.83	-	-	1.00	-	-	-	-	-	1.00	\$ 2,046.83
1.03	New Gas Line Crossings	EA	10	\$1,078.13	\$ 10,781.30	-	-	5.00	-	-	-	-	-	5.00	\$ 5,390.65
SUBTOTAL, ROAD ITEMS, CCO #1					\$ 22,828.13	CCO #1 - ROAD ITEMS								\$ 17,437.48	
Subtotal \$ per Estimate - CCO #1 - ROAD ITEMS						\$ -	\$ -	\$ 7,437.48	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -		
WATER ITEMS															
1.04	Remove Existing Cast Iron Watermain	LF	160	\$5.39	\$ 862.40	-	-	160.00	-	-	-	-	-	160.00	\$ 862.40
1.05	Water Shut Off Delay	LS	1	\$2,767.19	\$ 2,767.19	-	-	1.00	-	-	-	-	-	1.00	\$ 2,767.19
1.06	Temporary Storm for Watermain Installation STA 72+60	LS	1	\$2,642.70	\$ 2,642.70	-	-	1.00	-	-	-	-	-	1.00	\$ 2,642.70
SUBTOTAL, WATER ITEMS, CCO #1					\$ 6,272.29	CCO #1 - WATER ITEMS								\$ 6,272.29	
Subtotal \$ per Estimate - CCO #1 - WATER ITEMS						\$ -	\$ -	\$ 6,272.29	\$ -	\$ -	\$ -	\$ -	\$ -		
SUBTOTAL, CCO #1					\$ 29,100.42	SUBTOTAL, CCO #1 - Paid to Date								\$ 23,709.77	
Subtotal \$ per Estimate - CCO #1						\$ -	\$ -	\$ 13,709.77	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -		

CONTRACT CHANGE ORDER #2															
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
WATER ITEMS															
2.01	8" Watermain & Gate Valve Upsizing	LS	1	\$25,251.37	\$ 25,251.37	-	-	-	1.00	-	-	-	-	1.00	\$ 25,251.37
2.02	511 E Centralia Additional Services Delay	LS	1	\$5,433.75	\$ 5,433.75	-	-	-	1.00	-	-	-	-	1.00	\$ 5,433.75
2.03	Upsize 1.25" Services to 2"	LS	1	\$2,404.07	\$ 2,404.07	-	-	-	1.00	-	-	-	-	1.00	\$ 2,404.07
2.04	Watermain Window Below Unknown Utility	LS	1	\$9,594.05	\$ 9,594.05	-	-	-	1.00	-	-	-	-	1.00	\$ 9,594.05
SUBTOTAL, CCO #2					\$ 42,683.24	SUBTOTAL, CCO #2, Paid to Date								\$ 42,683.24	
Subtotal \$ per Estimate - CCO #2						\$ -	\$ -	\$ -	\$ 42,683.24	\$ -	\$ -	\$ -	\$ -		

CONTRACT CHANGE ORDER #3															
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date
						#1	#2	#3	#4	#5	#6	#7	#8		
ROAD ITEMS															
3.01	Modify Inlet Due to Unknown Pipes	LS	1	\$1,638.75	\$ 1,638.75	-	-	-	-	-	1.00	-	-	1.00	\$ 1,638.75
3.02	Cut & Modify Storm Manholes	LS	1	\$3,287.51	\$ 3,287.51	-	-	-	-	-	1.00	-	-	1.00	\$ 3,287.51
3.03	Repair #308 Centralia 4" Sump Line	LS	1	\$405.27	\$ 405.27	-	-	-	-	-	1.00	-	-	1.00	\$ 405.27
SANITARY ITEMS															
3.04	3 Days of Sanitary & Forcemain Work	LS	1	\$10,818.50	\$ 10,818.50	-	-	-	-	-	1.00	-	-	1.00	\$ 10,818.50
WATER ITEMS															
3.05	Remove Valve & Reconnect Watermain	LS	1	\$5,593.29	\$ 5,593.29	-	-	-	-	-	1.00	-	-	1.00	\$ 5,593.29
SUBTOTAL - ALL ITEMS, CCO #3					\$ 21,743.32	SUBTOTAL, CCO #3, Paid to Date								\$ 21,743.32	
Subtotal \$ per Estimate - CCO #3						\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,743.32	\$ -	\$ -		

CONTRACT CHANGE ORDER #4

Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate								Qty to Date	\$ Paid to Date	
						#1	#2	#3	#4	#5	#6	#7	#8			
ROAD ITEMS																
4.01	Underground Utility Delays	LS	1	\$13,600.00	\$ 13,600.00	-	-	-	-	-	-	-	1.00	-	1.00	\$ 13,600.00
4.02	Pedestrian Curb & 5" Sidewalk	LS	1	\$4,384.80	\$ 4,384.80	-	-	-	-	-	-	-	1.00	-	1.00	\$ 4,384.80
WATER ITEMS																
4.03	Added PVC 12" Watermain Pipe	LF	64	\$198.10	\$ 12,678.40	-	-	-	-	-	-	-	64.00	-	64.00	\$ 12,678.40
SUBTOTAL - ALL ITEMS, CCO #4					\$ 30,663.20	SUBTOTAL, CCO #4, Paid to Date								\$ 30,663.20		
Subtotal \$ per Estimate - CCO #4						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,663.20	\$ -		

TOTAL - ALL CCOs				\$ 124,190.18	TOTAL, CCOs - Paid to Date								\$ 118,799.53
Subtotal \$ per Estimate - CCOs						\$ -	\$ -	\$ 13,709.77	\$ 42,683.24	\$ -	\$ 31,743.32	\$ 30,663.20	\$ -

Subtotal \$ per Estimate	\$ 665,549.70	\$ 516,114.02	\$ 346,304.70	\$ 1,356,080.72	\$ 1,000,445.21	\$ 584,850.98	\$ 94,128.53	\$ -
Retainage per Estimate	\$ (33,277.48)	\$ (25,805.70)	\$ (17,315.24)	\$ (38,212.40)	\$ -	\$ 64,610.82	\$ -	\$ -
Total Paid per Estimate	\$ 632,272.22	\$ 490,308.32	\$ 328,989.46	\$ 1,317,868.32	\$ 1,000,445.21	\$ 649,461.80	\$ 94,128.53	\$ -

TOTAL - BASE BID & ALT BID #1				\$ 4,584,432.72	TOTAL - Paid to Date								\$ 4,563,473.85	
												Less Retainage Held		\$ (50,000.00)
												TOTAL - Paid to Date, Less Retainage		\$ 4,513,473.86



Proclamation

Mental Health Month, May 2024 - Look Around, Look Within in Elkhorn, Wisconsin

WHEREAS, the area that someone lives in plays a significant role in their overall health and well-being; and

WHEREAS, surroundings can impact if, how, and when a person's needs are met, which in turn affects mental health; and

WHEREAS, having safe, stable, and healthy home conditions set the foundation for achieving and maintaining good mental health; and

WHEREAS, with early and effective interventions, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization, and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts, which includes:

- Wednesday Wellness Walk in Veterans Park from 11:30 am - 12:30 pm
- Light up Elkhorn, use green lights to support Mental Health
- Observing Hope Squad Window Painting downtown Elkhorn, WI
- Interaction with Therapy Dogs at Matheson Memorial Library on Monday, May 13th from 11:30 am - 1:00 pm
- Mental Wellness Book Club

THEREFORE, I, TIM SHIRODA, do hereby proclaim May 2024 as Mental Health Month in Elkhorn, Wisconsin. As the Mayor, I also call upon the citizens, government agencies, public and private institutions, businesses, and schools in Elkhorn, Wisconsin to commit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

MEMO

TO: Mayor-elect Tim Shiroda
Alderman-elect Ronald Dunwiddie
Alderman-elect Kurt Harkness
Alderman-elect Scott McClory
Alderman Ken Meinel
Alderman Gary Payson, Jr.
Alderman for District 1 (vacant)

FROM: Adam Swann

DATE: April 12, 2024

RE: Common Council Meeting on April 16, 2024

City Administrator Report

- **Retirement of Municipal Court Clerk Claudia Last**

Municipal Court Clerk Claudia Last will be retiring on April 18, 2024 after almost 14 years with the City. (Ms. Last started with the City on May 17, 2010.) We will be recognizing Ms. Last at the second Council meeting in May (i.e., May 20). I want to thank Ms. Last for her dedication, passion, and enthusiasm for both her position and the Municipal Court as a whole. I also want to thank Ms. Last for cross-training with City Clerk Lacey Reynolds since last fall to help provide a backup to assist during the transition until the City finds a new court clerk.

- **Review of Creekside Community Development's specific implementation plan**

On April 4, 2024, City staff and the City engineers met with Creekside Community Development to review their proposed specific implementation plan (SIP). It was mutually decided by the attendees to tentatively schedule the SIP for Plan Commission review on May 16 rather than April 18 due to the

revisions and additional work on the SIP that was needed. In the meantime, Creekside will likely be applying for an interim grading permit and submitting an erosion control plan to allow them to start grading the site prior to approval of the SIP.

City staff and the City engineers held a virtual meeting with Creekside Community Development today to review the SIP again and discuss the upcoming timeline. The plan is for City staff and engineers to meet with Creekside weekly until the SIP is approved in order to expedite the process.

- **Meeting with Dominic Sergi re potential donation for City park**

On April 7, 2024, Community Grant Writer Katie James and I met with Dominic Sergi about a potential donation to the City for development of a City park on the 40 acres of property the City acquired from the County in June 2023. There will be more information once the Recreation Advisory Board has had an opportunity to review the proposed concept plan for the park recently prepared by Kapur at Council's direction.

New Business

- **Discussion and possible decision regarding proposed contract addendum no. 2 with Foth Infrastructure and Environment, LLC to provide loan application and loan administration services for Clean Water Fund and Safe Drinking Water Fund loans for 2024 Centralia Reconstruction Project (Phase 2)**

As Council is aware, the City is planning on applying for DNR Clean Water Fund and Safe Drinking Water Fund loans to help pay for the water and sewer portions of the 2024 Centralia Reconstruction Project (Phase 2), which the Council recently approved when the Council accepted the bid from Willkomm Excavating to do the construction work.

The City has received a proposed contract addendum from Foth to provide loan application and administration services for the DNR loans. (The contract would be an addendum to the original contract with Foth from August 27, 2021 when the City contracted for general operational planning, capital planning, and engineering services.) Foth has provided loan application and administration services for the City's DNR loans for some of the other recent capital projects (e.g., 2023 S. Wright St. Rehab Project and 2023 Centralia St. Reconstruction Project (Phase 1)).

The cost savings from using the DNR Clean Water and Safe Drinking Water Fund loans, which have interest rates of about half of the market rates, are significant relative to the cost of issuing revenue bonds. Finance Director Corrie Daly estimates that the City would save at least \$150,000 in interest by using the Clean Water Fund loans and \$338,000 in interest by using the Safe Drinking Water Fund loans for Centralia Phase 2. These savings offset the estimated contract with Foth for \$67,000 to help with the loan application and loan administration.

- **Discussion and possible decision regarding proposed amendment to listing contract between City and Anderson Commercial Group, LLC**

The City owns three parcels near the Love's Travel Plaza that are vacant and eligible for development. Pursuant to the City's development agreement with E&M Elkhorn, LLC, which was amended in April 2022, E&M Elkhorn has exclusive rights to market and sell the City's parcels near the Love's Travel Plaza until April 30, 2024. Given the fact that E&M S Corp-1 Inc. is selling the hotel, has not responded to my email requesting an update on their efforts to market the City's property, and has not requested an extension of their marketing rights under the development agreement, it seems that they do not wish to continue to offer this service. As a result, Anderson Commercial, which serves as the City's commercial broker for the business park lots, has proposed to market the three parcels near the Love's Travel Plaza starting May 1, 2024, and has provided a proposed amendment to the existing listing contract between the City and Anderson Commercial Group, LLC.

- **Discussion and possible decision regarding process for reviewing proposals received in response to City's RFP for building-inspection services**

The City received three proposals to provide building-inspection services. (These proposals were in response to the RFP the City issued on March 19, 2024; proposals were due by April 9 at noon.) How would the Council like to review and evaluate these proposals? Due to the fact that the Municipal Services & Utilities Committee will have a vacancy until the new alderman is chosen, one option would be to have the Committee of the Whole review the proposals and interview the three potential firms. This option was suggested by Mayor-elect Tim Shiroda when I spoke with him.

- **Discussion and possible decision regarding process for filling vacant alderman seat for District 1**

Due to the election of Tim Shiroda as mayor, there is a vacancy in the alderman seat for District 1 for the remainder of former Alderman Tim Shiroda's seat, which lasts until April 2025. Pursuant to Wis. Stat. Sec. 17.23, the Council can appoint someone for the vacant seat or order a special election. How would the Council like to proceed with filling the empty alderman seat? Would the Council like to advertise the vacancy and accept letters of interest?

- **Discussion and possible decision regarding process for appointing new city attorney**

Mayor-elect Tim Shiroda is proposing to appoint Pruitt, Ekes & Geary, as the City's interim city attorney until the City can complete a more formal search process. Would the Council like to issue an RFP for these legal services?

PLAN COMMISSION – FINDING OF FACT

DATE: March 25, 2024
PROJECT: Witte Investments, LLC YVSE00001A
ACTION: Rezone Approval

The City of Elkhorn Plan Commission officially convened on March 7, 2024 to consider the Rezone Application, submitted by Dennis Witte/Witte Investments, LLC to rezone parcel YBSE00001A from B-2 to M-1.

After considering the site plan, the staff report, oral and written testimony, the Elkhorn 2040 Comprehensive Development Plan, the Zoning on the subject property, and other materials presented at the meeting, the Plan Commission does hereby make the following “finding of fact”:

FINDING OF FACT

1. The rezone is consistent with the intent and purpose of the City of Elkhorn Zoning Code and the goals, objectives and policies of the Comprehensive Land Use Plan.

Based upon the “Findings of Fact”, the Plan Commission motioned, seconded and voted to recommend **APPROVAL** of the Rezone Application for B-2 to M-1 to the Common Council.

CITY OF ELKHORN

ORDINANCE NO. 24-03

AN ORDINANCE TO REZONE THE PARCEL (TAX KEY YV SE 00001A), LOCATED AT THE INTERSECTION OF COUNTY HWY H AND E GENEVA STREET FROM B-2 COMMUNITY BUSINESS DISTRICT TO M-1 LIGHT MANUFACTURING DISTRICT.

WHEREAS, the City of Elkhorn received an application to rezone Tax Key Parcel YV SE 00001A (“Property”), within the City of Elkhorn, having the following legal description:

PT NE 1/4 SEC 6 T2N R17E DESC AS: ALL THAT PT OF FOLLOWING DESC REAL ESTATE WHICH LIES S & SWLY OF CTRLN OF FORMER US HWY 12 AS NOW LOCATED & SITUATED IN CITY OF ELKHORN; BOUNDED ON THE N BY N LN SEC 6 T2N R17E; ON THE WEST BY LN DRAWN PAR TO & 1.5 RODS E OF & DISTANT FROM W LN E1/2 NE1/4 SD SEC; ON S BY LN DRAWN PAR TO & 40 RODS S OF & DISTANT FROM N LN SD SEC; & ON E BY THE E LN SD SEC. ALSO CERTAIN PARCEL OF REAL ESTATE LYING S OF CTRLN US HWY 12 DESC AS BEG AT INTERSECTION OF N LN SEC 6 T2N R17E & W LN OF E 1/2 OF NE1/4 SD SEC; S 40 RODS; E 1.5 RODS; N 40 RODS; W 1.5 RODS TO POB. EXC COM AT PT WHERE S LN OF N1/2 NE1/4 NE1/4 SEC 6 T2N R17E INTERSECTS WLY LN STATE HWY 12 (AS OF 11/2/1957); NWLY ALG WLY LN SD HWY; ALG ARC OF 5D CURVE 300'; S52D32'W 425.6' TO S LN N1/2 NE1/4 NE1/4 SEC 6; N89D10'E 516.8' IN S LN TO POB. ALSO EXC LANDS IN V97 PG 671 AS DOC 667666 & V625 DEEDS PG 574 AS DOC P575141; and

WHEREAS, the applicant proposes to rezone the Property from B-2 Community Business District to M-1 Light Manufacturing District.

WHEREAS, the Plan Commission held a public hearing on the proposed rezoning on March 7, 2024; and

WHEREAS, the Plan Commission recommended approval of the proposed rezoning on March 7, 2024, after the public hearing.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Elkhorn as follows:

1. The zoning classification for the parcel with Tax Key YV SE 00001A shall be changed from B-2 Community Business District to M-1 Light Manufacturing District.
2. The zoning map for the City of Elkhorn shall be amended to reflect the change in zoning classifications for the property.
3. This ordinance shall take effect the day after publication, pursuant to Wisconsin statutes.

APPROVED AND ADOPTED this _____ day of _____, 2024.

Bruce Lechner, Mayor

ATTEST:

Lacey L. Reynolds, City Clerk

1st Reading: _____

2nd Reading: _____

Adopted: _____

Published: _____

MEMORANDUM TO THE CITY OF ELKHORN

To: Matt Lindstrom, Tim Boss
Cc: Adam Swann, Mike Timmers, Jacob Breckler
From: Wyatt Ploetz
Date: March 27, 2024
Re: Contract Change Order Request #5 for 2023 E Centralia Street Reconstruction

Attached please find a copy of Contract Change Order #5 and Justification of Price for the **2023 E Centralia Street Reconstruction** project.

This work includes:

- Two (2) hydrant extensions that were required to bring new hydrants up to the proper elevation

Please note: this cost is only for the materials needed. No labor cost is included for this item.

If you have any questions or comments, please feel free to contact myself or Jacob Breckler!

Wyatt Ploetz
Construction Manager
920-946-5359

CONTRACT CHANGE ORDER

Change Order: #5 Date: March 27, 2024

Name of Project: 2023 E Centralia Street Reconstruction

OWNER: City of Elkhorn

CONTRACTOR: Rock Road Companies, Inc.

ENGINEER: Kapur & Associates, Inc.

The following changes are hereby made to the Contract Documents: **See attached documentation.**

Justification: (See attached)

Change to CONTRACT PRICE-	<u>\$ 1,450.00</u>
Original CONTRACT PRICE -	<u>\$ 4,584,432.72</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER -	<u>\$ 4,708,622.90</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased (decreased) by -	<u>\$ 1,450.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be -	<u>\$ 4,710,072.90</u>

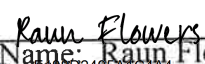
Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (~~decreased~~) by 0 calendar days.
The date for completion of work will be _____ Substantial (Date).
_____ Final (Date)

The CONTRACTOR and OWNER hereby agree that the compensation to the CONTRACTOR effected hereby constitutes full settlement of the claims of the CONTRACTOR under this contract arising out of or incident to the changes effected hereby.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended by the ENGINEER:  Date 3-27-24
Name: Wyatt Ploetz

Accepted by the CONTRACTOR:  Date 3/28/2024
Name: Rain Flowers
Title: Project Manager

Approved by the OWNER: _____ Date _____
Name: Mayor Bruce Lechner
Title: Mayor, City of Elkhorn

2023 E Centralia Street Reconstruction
Justification of Price for Contract Change Order #5

Item #5.01, Water Items – Hydrant Extensions:

- A. Description: After the installation of the new fire hydrants in accordance with the project plans, there were two (2) that required hydrant extensions that were not originally accounted for. The Contractor and their supplier paid for most of the required extensions due to limits on the hydrant depths that were available but two extensions were deemed beyond the original scope of the project. This item is for the material cost of those two hydrant extensions. The Contractor is not including the labor cost for the installation of said extensions.
- B. Measurement: The work shall be measured as EACH (EA) completed and accepted in accordance with the contract.
- C. Payment: The work under this item, measured as provided above, will be paid for at the contract unit price as stated in the below attached table, which price shall be full compensation for all work herein specified and for all materials & incidentals necessary to complete the Work in accordance with the Contract and all specifications that apply.

The following is a summary spreadsheet for the mentioned above items:

2023 E Centralia Street Reconstruction – CONTRACT CHANGE ORDER #5

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
WATER ITEMS					
5.01	Hydrant Extensions	EA	2	\$725.00	\$1,450.00
TOTAL					\$1,450.00



Project Title: Centralia Phase 2 Funding **FOTH Project Number:** 21E010.01
Phase 24
CLIENT Project Number: _____
(If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **August 27, 2021**), (hereinafter "Addendum"), is made and entered into **3rd** day of **April, 2024** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **City of Elkhorn, WI**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Elkhorn
Address: 400 Koopman Lane, P.O. Box 920, Elkhorn, WI 53121
Phone No: 262-475-9213 **Email Address:** Adam Swann (aswann@cityofelkhorn.org)

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Phase 24 was created and added under the existing Agreement for the following funding efforts:

- Centralia Phase 2 funding coordination including but not limited to:
 - Preparation and submittal of SFY2025 DNR loan funding applications.
 - Loan administration including payroll and certification reviews as needed.
 - Documentation/disbursement request support to the City.
 - Coordination and submittal of DNR loan funding closeout documentation.
 - Loan close coordination as requested by City of Elkhorn.
 - Note: Design Engineer (Kapur) to assist Foth with certified payroll & material reviews, and other tasks as deemed feasible.
- All work is split between loan programs as follows:
 - CWFP loan program (Task 243) – 40%
 - SDWLP loan program (Task 244) – 60%

Note: The SFY2025 Intent to Apply (ITA) documentation for both CWFP and SDWLP DNR funding has already been completed under Phase 26.

Schedule: Services shall be performed according to the following schedule:

Work will be completed by June 2025.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

- Lump-Sum in the amount of \$ _____ .00
- Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed \$ _____ .00
- Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ _____ .00
- Other as stated here: Billed hourly per standard year rates.

Estimated Level of Effort:

Design/Engineering (Loan Applications):	\$32,000
○ CWFP loan program (Task 243) – 40% = \$12,800	
○ SDWLP loan program (Task 244) – 60% = \$19,200	
Construction/Loan Administration:	\$35,000
○ CWFP loan program (Task 243) – 40% = \$14,000	
○ SDWLP loan program (Task 244) – 60% = \$21,000	

Note: Design Engineer (Kapur) to assist Foth with certified payroll & material reviews, and other tasks as deemed feasible.

Centralia Phase 2 Estimate: \$67,000

Special Conditions (if any):

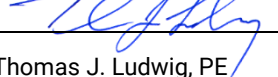
Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

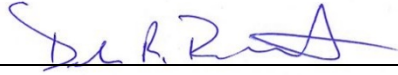
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: _____
Name (printed): _____
Title: _____
Date: _____

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: April 3, 2024

Signed: 
Name (printed): Dale R. Broeckert, PE
Title: Project Manager/Client Contact
Date: April 3, 2024



Project Title (the "Project"): Water Utility Operational Planning Assistance, Capital Improvement Plan, General Engineering & Administrative Services

FOTH Project Number: _____

CLIENT Project Number: (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this 27th day of August, 2021, by and between FOTH INFRASTRUCTURE & ENVIRONMENT, LLC, (hereinafter "Consultant") and CITY OF ELKHORN, WI, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Elkhorn

Address: 400 Koopman Lane P.O. Box 920, Elkhorn, WI 53121

Phone No: 262-723-3138

Email Address: jmurphy@cityofelkhorn.org

Scope of Services Client hereby agrees to retain Consultant to perform the following Services:

Part A – Water Utility Operational Planning Assistance

Assisting the water utility with identifying and planning for various system operational and maintenance needs. Meetings will be held regularly between Consultant/Client to review and track identified needs; frequency of meetings will be agreed upon and subject to change as needed.

While Consultant will endeavor to proactively advise the Client on good practices and operational and maintenance procedures, the Client will ultimately be responsible as the licensed operators of record for day-to-day tasks, scheduling, and staffing for adherence to all applicable state and federal regulations.

Part B – Water System Capital Improvement Plan (CIP)

Develop a 10-year Capital Improvement Plan (CIP) for the water system. The CIP shall group the projects by anticipated year for construction and summarize the estimated annual cost. The CIP shall include budgetary cost estimates for each project. These costs will include, typical design, construction (including associated site work), construction management, permitting, environmental review, and engineering design support during construction. The improvement projects shall be prioritized in order of importance and suggested dates for construction will be programmed. Consultant/Client shall work together to identify and prioritize all needed improvements. Prioritization will target failing infrastructure/performance, age, maintenance costs, location, future capacity needs, or other Client preferences. The Consultant will develop, with Client staff input, a short-term plan to address immediate water system needs.

Part C – General Engineering & Administrative Services

General Engineering & Administrative Services, as needed, as requested by Client. Provide assistance to the Client on miscellaneous consulting/engineering tasks as directed by Client's staff.

Schedule: Services shall be performed according to the following schedule:

Part A – Water Utility Operational Planning Assistance

As needed, as mutually agreed upon.

Part B – Water System Capital Improvement Plan (CIP)

Goals:

December 31, 2021 – Draft for Client Review & Comment

1st Quarter 2022 – Final Draft

Part C – General Engineering & Administrative Services

As needed, as mutually agreed upon.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$.00

Unit Cost/Time Charges (Standard Rates)

Other as stated here: Billed hourly per standard current year rates, see Exhibit A.

Special Conditions (if any):

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed:

Name (printed):

Title:

Date:

James E. Heilman
James E. Heilman
City Administration
8-31-21

CONSULTANT

Signed:

Name (printed):

Title:

Date:

Thomas J. Ludwig
Thomas J. Ludwig, PE
State Operations Director
8/27/2021

Signed:

Name (printed):

Title:

Date:

Dale R. Broeckert
Dale R. Broeckert, PE
Senior Project Manager
8/27/2021

AGREEMENT FOR SERVICES STANDARD TERMS AND CONDITIONS

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement. Notwithstanding any language to the contrary, the total aggregate liability of Consultant, its employees, officers, directors, shareholders, agents, or sub-consultants, to all parties related to this agreement shall not exceed the greater of: (1) \$50,000.00, or (2) the amount of Consultant's fee for the Services on any individual work order issued under this Agreement that gives rise to a claim.

4.2 Waiver of Subrogation - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and hold harmless Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorney's fees and expenses, for third-party claims of bodily injury, sickness or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable, but only to the extent of the negligence. Nothing in this Section shall obligate Consultant to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct. Notwithstanding the foregoing, Consultant has no obligation to defend or pay indemnitee defense costs incurred prior to a final determination of liability or to pay any amount that exceeds the proportionate share of Consultant's finally determined percentage of liability as determined by a court of competent jurisdiction.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services,

Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the Services and payment in full of all monies due to Consultant. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any electronic virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct,

comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from a Force Majeure condition. Each party will take reasonable steps to mitigate the impact of any force majeure. If Consultant is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Consultant is responsible, the Contract Time(s) for performance as well as the Contract Price shall be reasonably extended by Change Order. By way of example, events that will entitle Consultant to an extension of the Contract Time(s) include acts or omissions of Client or anyone under Client's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God (Force Majeure Condition). For clarity purposes, labor shortages or supply chain disruptions resultant from epidemic or pandemic events are specifically to be considered grounds constituting a Force Majeure Condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a Force Majeure Condition event and shall afford Consultant the opportunity for schedule and cost relief associated with such an event.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2021 STANDARD HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Director	\$202.00
Project Manager	\$173.00-\$199.00
Project Engineer	\$143.00-\$190.00
Staff Engineer	\$117.00-\$142.00
Planner	\$117.00-\$188.00
Project Scientist	\$117.00-\$143.00
Technology Manager	\$168.00
Technician	\$80.00-145.00
Construction Manager	\$168.00
Land Surveyor	\$134.00-\$168.00
Project Administrator	\$78.00-\$98.00
Administrative Assistant	\$60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

WB-42 AMENDMENT TO LISTING CONTRACT

1 It is agreed that the Listing Contract dated April 12, 2021, between the undersigned, for sale/rental of the
2 property known as (Street Address/Description) See Exhibit A,B,C and D
3 _____ in the City of
4 Elkhorn, County of Walworth, Wisconsin is amended as follows:
5 The list price is changed from \$ _____ to \$ _____.
6 The expiration date of the contract is changed from midnight _____,
7 to midnight _____.
8 The following items are (added to)(deleted from) STRIKE ONE the list of property to be included in the list price:
9 _____
10 _____

11 Other: _____
12 **1) The following tax parcels shall be added on May 1, 2024 to the WB-3 Vacant**
13 **Land Listing Contract executed on 4/12/21:**

- 14 _____
- 15 **Tax Parcel # YA501600003 (+/- 1.68 acres) for a List Price of \$334,320**
- 16 **Tax Parcel # YA501600002 (+/- 3.44 acres) for a List Price of \$684,560**
- 17 **Tax Parcel # YA238500002 (+/- 1.35 acres) for a List Price of \$268,650**

18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____
27 _____
28 _____
29 _____
30 _____
31 _____
32 _____
33 _____

34 ALL OTHER TERMS OF THIS CONTRACT AND ANY PRIOR AMENDMENTS REMAIN UNCHANGED.

35 Anderson Commercial Group, LLC (x) _____
36 Firm Name ▲ Seller's/Owner's Signature ▲ Date ▲
37 Print name ▶ Bruce Lechner, Mayor

38 (x) _____ (x) _____
39 By Agent for Firm ▲ Date ▲ Seller's/Owner's Signature ▲ Date ▲
40 Print name ▶ Kristen Parks Print name ▶

41 **CAUTION: This Listing belongs to the Firm. Agents for Firm do not have the authority to enter into a mutual**
42 **agreement to terminate a listing contract, amend the commission amount or shorten the term of a listing**
43 **contract, without the written consent of the Agent(s)' supervising broker.**

44 This written consent may be obtained with the supervising broker's signature below or a separate consent.

45 (x) _____
46 Supervising Broker's Signature ▲ Print name ▶ Date ▲

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
2 ■ **PROPERTY DESCRIPTION:** Street address is: See attached Exhibit A, B, C and D
3 in Section _____ in the City of Elkhorn, County of Walworth
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: None
7 _____
8 ■ **NOT INCLUDED IN LIST PRICE:** None
9 _____
10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**
12 ■ **LIST PRICE:** _____ Dollars (\$ Addendum A).
13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal): None
16 _____
17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) ~~(none of the Property)~~ **STRIKE ONE**
18 has been assessed as agricultural property under use value law.
19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20 _____
21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 _____
24 ■ **RIGHT OF FIRST REFUSAL:** There ~~(is)~~ (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
25 ■ **ZONING:** Seller represents that the property is zoned: _____
26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity unknown
28 _____; gas unknown; municipal sewer unknown;
29 municipal water unknown; telephone unknown;
30 cable _____; other _____
31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: _____
34 _____ . The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: Any
36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
44 The following other buyers _____
45 _____ are excluded from this Listing until _____
46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: A percentage (%)
49 to be determined at _____ . ~~(Exceptions if any):~~ Broker's sole discretion.
50 **COMMISSION** The Firm's commission shall be see Addendum A
51 _____
52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property; or
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

~~57 5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,
58 the list price and on substantially the same terms set forth in this Listing and the current WB 13 Vacant Land Offer
59 to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer
60 submitting the written offer has the ability to complete the buyer's obligations under the written offer.~~

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
63 divorce judgment.

~~64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date
65 set for closing, even if the transaction does not close, unless otherwise agreed in writing.~~

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
71 which there was an effective change in ownership or control.
- 72 • ~~Under 5) the total offered purchase price.~~

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
101 your transaction, unless you release the firm from this duty.
 - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
103 Facts.
 - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
105 that are within the scope of the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129

CHECK ONLY ONE OF THE THREE BELOW:

130 The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141

SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164 _____

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173 _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.

235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.

238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
292 lines 293-312.

293 (1) Personal Delivery: giving the document or written notice personally to the party, or the party's recipient for delivery if
294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Lacey Reynolds/Elkhorn City Clerk

296 Firm's recipient for delivery (optional): Kristen Parks/Anderson Commercial Group LLC

297 (2) Fax: fax transmission of the document or written notice to the following telephone number:

298 Seller: (_____) Firm: (_____)

299 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
301 296, for delivery to the party's delivery address at line 305 or 306.

302 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
304 305 or 306.

305 Delivery address for Seller: 9 S Broad St, Elkhorn, WI 53121

306 Delivery address for Firm: 8575 W Forest Home Ave, Suite 40, Greenfield, WI 53228

307 (5) E-Mail: electronically transmitting the document or written notice to the party's e-mail address, if given below at
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
310 consented electronically as required by federal law.

311 E-Mail address for Seller: lreynolds@cityofelkhorn.org

312 E-Mail address for Firm: kparks@andersoncommercialgroup.com

313 **ADDITIONAL PROVISIONS** 1) The Parties shall indemnify and hold each other harmless for any
314 claim, loss, or damage, including attorney fees, incurred by the other in connection with
315 offering the Listed Property caused by any act, omission, statement or failure to disclose
316 information by the other Party. 2) Line 42: "Within seven days of the date" is replaced
317 with "Upon execution". 3) Line 263: "three" is changed to "fourteen".

318 **ADDENDA** The attached addenda Addendum A to WB-3 Vacant Land Listing Contract - Exclusive
319 Right to Sell, Exhibit A, Exhibit B, Exhibit C, Exhibit D is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the _____ day of _____ See Addendum A _____, up
321 to the earlier of midnight of the _____ day of _____, _____, or the conveyance
322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
325 **INCORPORATED INTO THE LISTING.**

326 (x) _____
327 Seller's Signature ▲ Print Name } Date ▲

328 (x) _____
329 Seller's Signature ▲ Print Name } Date ▲

330 (x) _____
331 Seller's Signature ▲ Print Name } Date ▲

332 (x) _____
333 Seller's Signature ▲ Print Name } Date ▲

334 City of Elkhorn and/or assigns

335 Seller Entity Name (if any) Print Name ▲

336 (x) Bruce Lechner 4/9/2021
337 Authorized Signature ▲ Date ▲
338 Print Name & Title } Bruce Lechner, Mayor

339 Anderson Commercial Group, LLC

340 Firm Name ▲

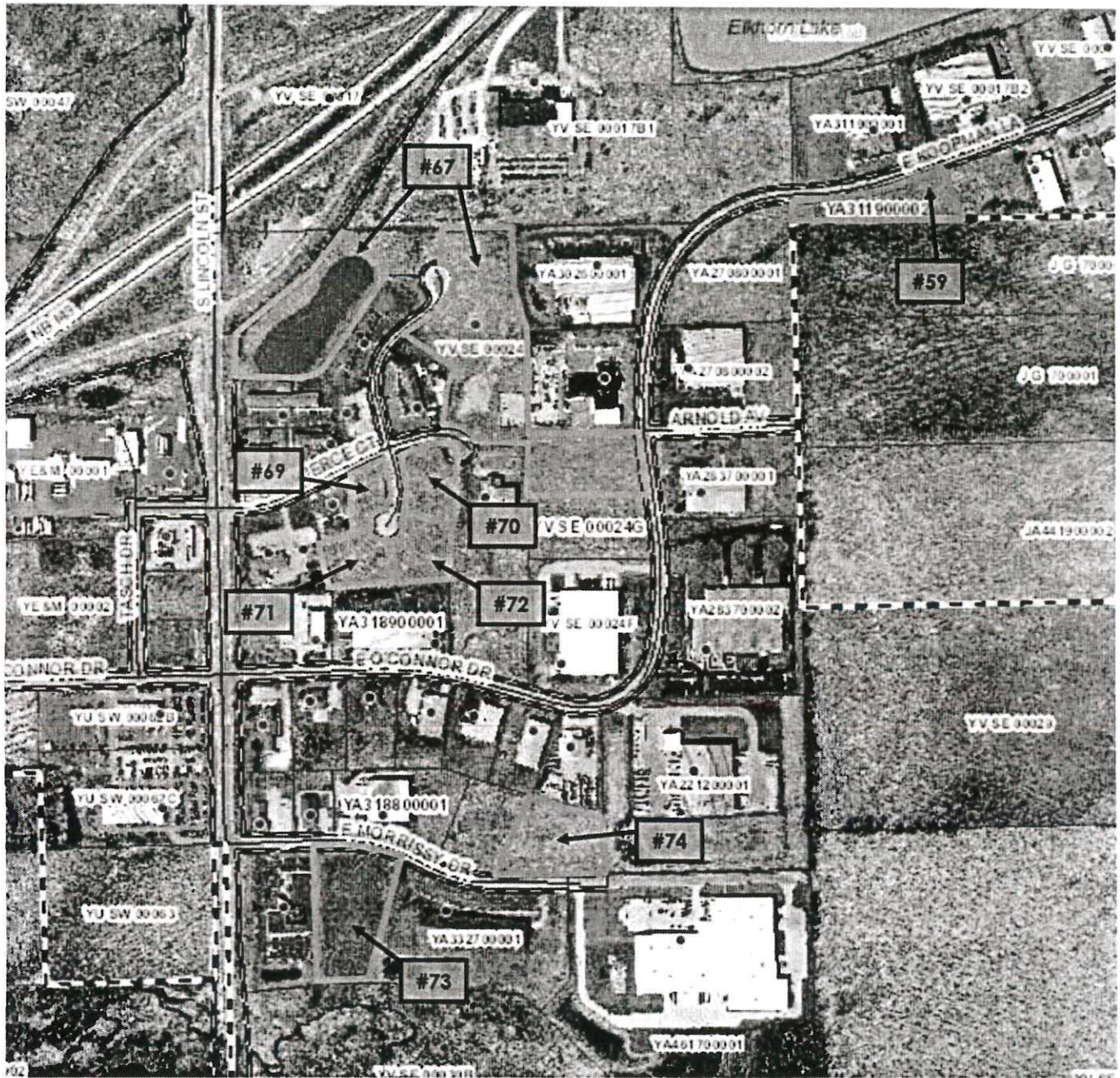
341 (x) Kristen Parks 4/12/2021
342 Agent's Signature ▲ Print Name } Kristen Parks Date ▲

Addendum A to WB-3 Vacant Land Listing Contract - Exclusive Right to Sell

- 1) Electronic Signature/s: Signatures made electronically using DocuSign or any other electronic signature software shall be considered original signatures.
- 2) Reference WB-3 Line 12: List price for all subject properties are hereby identified in Exhibits A, B, C, and D. Seller can change list price on any property at Seller's discretion. List Price change must be presented in writing to Listing Agent via a fully executed WB-42 Listing Amendment.
- 3) Reference WB-3 Line 24: Insert "Seller has the right to accept/refuse any offer at Seller's discretion."
- 4) Reference WB-3 Lines 50-51: The Firm's commission from a fully executed sale shall be 10% of the original list price or adjusted higher list price, whichever is greater, per tax key as identified on attached Exhibits A,B,C and D. Sale shall not be considered final until sale is approved by the City, which has full discretion to accept or reject sale for any reason.
- 5) Reference WB-3 Lines 186-190: Insert after arbitration "or Court"
- 6) Reference WB-3 Lines 320-322 Term of the Contract: Replace lines 320-322 with "From the date of full execution of this Listing Contract to the earlier of one year (365 days), or the conveyance of all properties."
- 7) One year (365 days) after date of full execution of this Listing Contract and on the same date of every one (1) year thereafter (each an "automatic renewal date"), this Listing Contract shall automatically renew on all of the same terms for an additional period of one (1) year. Seller may terminate this Listing Contract on an automatic renewal date by delivering a written termination notice to Broker at least sixty (60) days prior to such automatic renewal date.

Exhibit A

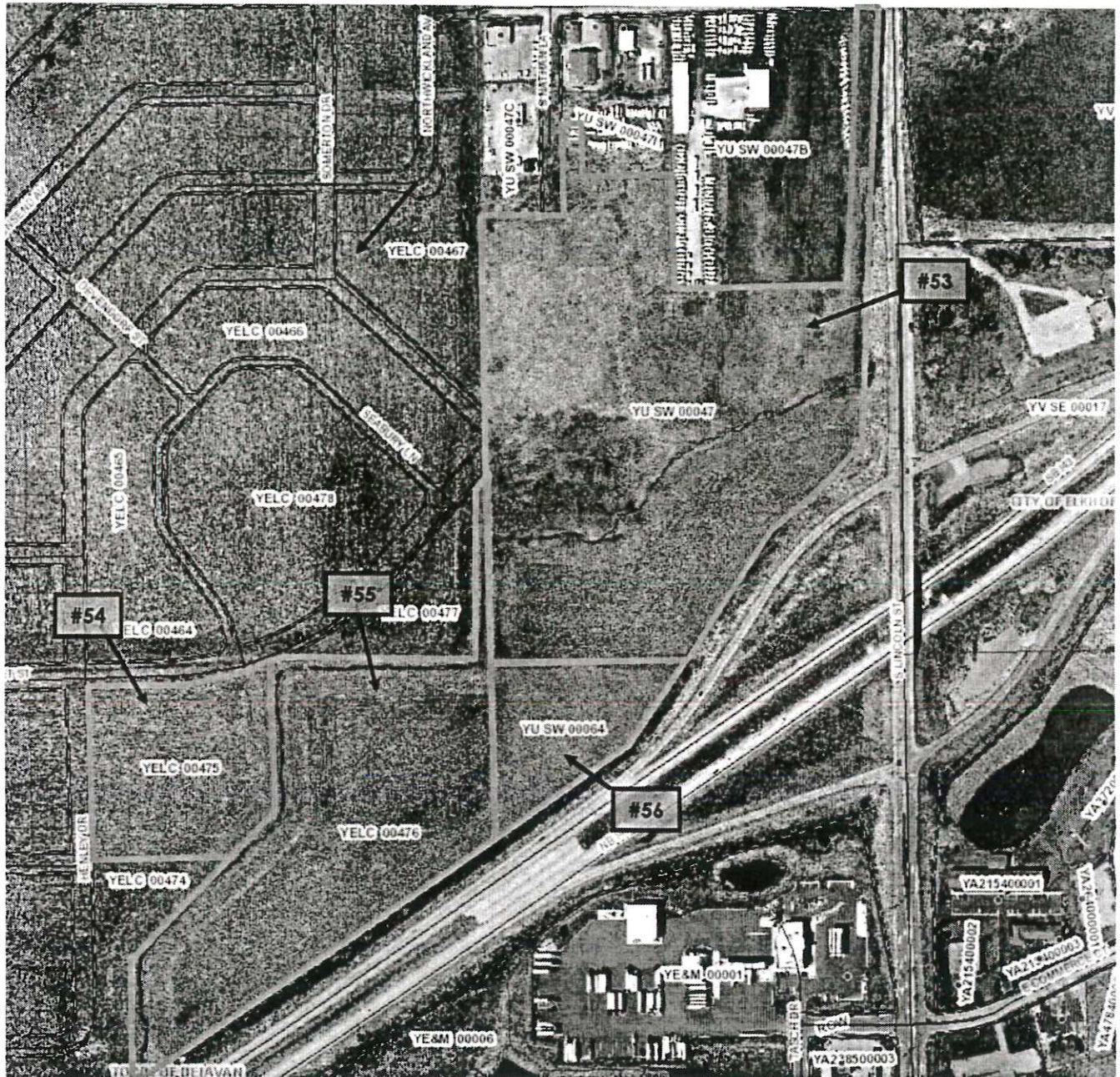
ELKHORN - INDUSTRIAL SOUTH



Lot	Tax Key	Acres	Price
#59	YA 311900002	2.25 Acres	\$199,000
#67	YV SE 00024	15.42 Acres	\$649,000
#69	YA 478400002	0.92 Acres	\$99,000
#70	YA 387800001	1.58 Acres	\$149,000
#71	YA 478400003	1.38 Acres	\$149,000
#72	YA 396900001	1.54 Acres	\$149,000
#73	YA 443300002	3.90 Acres	\$249,000
#74	YA 386200001	2.83 Acres	\$199,000

Exhibit B

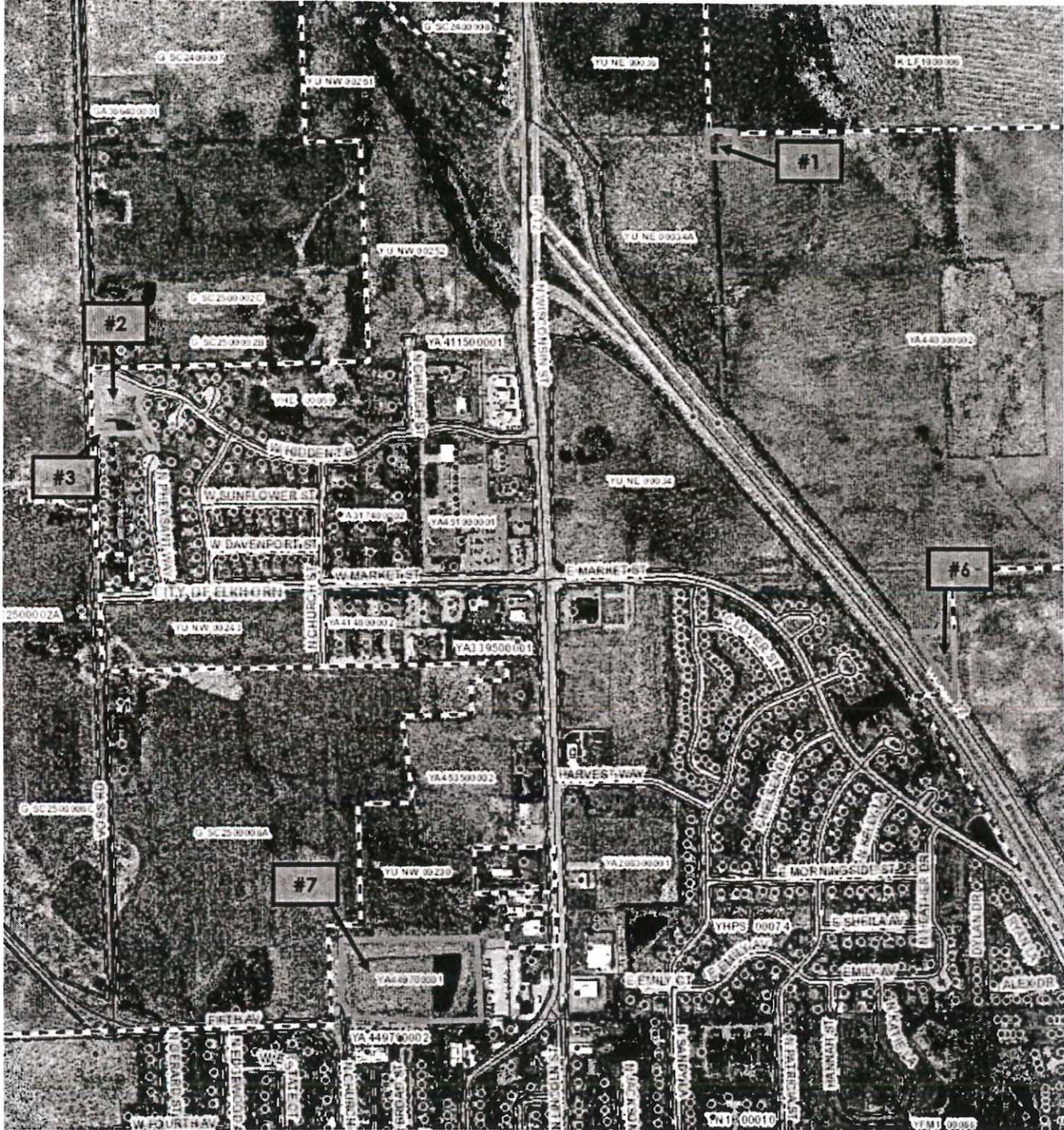
ELKHORN - NORTH HIGHWAY DISTRICT



Lot	Tax Key	Acres	Price
#53	YU SW 00047	34.73 Acres	\$3,400,000
#54	YELC 00475	7.56 Acres	\$749,000
#55	YELC 00476	19.38 Acres	\$1,900,000
#56	YU SW 00064	4.89 Acres	\$499,000

Exhibit C

ELKHORN - RESIDENTIAL DISTRICT 1



Lot	Tax Key	Acres	Price
#1	YA440300001	0.52 Acres	\$35,000
#2 & #3	YHE 00057 & YU NW 00244A	1.99 Acres	\$79,000
#6	YA440200001	1.06 Acres	\$49,000
#7	YA449700001	8.98 Acres	\$129,000

