

**CITY OF EDGERTON
FINANCE COMMITTEE MEETING
EDGERTON CITY HALL, COUNCIL CHAMBERS
12 ALBION STREET**

Monday, January 20, 2025 at 6:15 p.m.

NOTICE: The meeting noticed above will also be live streamed on a Zoom platform: To view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at www.cityofedgerton.com. Due to occasional technical difficulties, citizen participation via Zoom may not be possible.

1. Call to order; Roll call
2. Confirmation of appropriate meeting notice posted on Friday, January 17, 2025.
3. Consider approval of minutes of January 6, 2025 Finance meeting.
4. Consider Change order #3 for BKS Excavating for the Henry St Street and Utility Improvement Project.
5. Consider pay final request for BKS Excavating for the Henry St Street and Utility Improvement Project.
6. Consider approval of bills and payroll vouchers.
7. Consider addendum to Cedar Corporation Professional Services Agreement for the Phase 2 Albion Street-Street and Utility Improvement Project.
8. Consider lease agreement with Tim Clark for cemetery land.
9. Consider awarding bid for the Phase 2 Albion St-Street and Utility Improvement Project.
10. Consider Developer Agreement for Foursight Development for the extension of Diane Dr.
11. Consider quotes for HVAC modifications at Police Department.
12. Consider contract with Baker Tilly for a single audit.
13. Finance Directors Report.
14. Adjourn.

Notice: If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: (608) 884-3341.

Notice is hereby given that a majority of the Common Council is expected to be present at the above scheduled noticed meeting to gather information about a subject over which they have decision-making responsibility. The only action to be taken at this meeting will be action by the Finance Committee.

JANUARY 6, 2025 FINANCE COMMITTEE MEETING MINUTES CITY OF EDGERTON

Tim Shaw called the meeting to order at 6:45 p.m.

Present: Tim Shaw, Shawn Prebil, and Candy Davis

Others Present: City Administrator Ramona Flanigan, City Clerk Wendy Loveland, Library Director Beth Krebs-Smith, Municipal Services Director Zach Nelson, Aquatics Director Anne Gohlke, Co Aquatics Director McKenzie Patterson, Police Chief Bob Kowalski, Mayor Christopher Lund, and a few citizens.

Loveland confirmed the meeting agendas were properly posted on Friday, January 3, 2025 at the City Hall, Library, Post Office and the City's website.

MINUTES: A Candy Davis/Shawn Prebil motion to approve the minutes from the December 16, 2024 Finance meeting passed, all voted in favor.

CHANGE ORDER #3 FOR BKS EXCAVATING FOR HENRY ST PROJECT: Flanigan stated there are a few aspects of this change order worth noting. Part of the increase was for unforeseen situations that arose during the project. The contractor is asking for compensation for those issues. Another part is the final quantities adjustment for the actual quantity of materials needed for the project. (These items could be debated. The City Engineer is expected to analyze these other charges and determine if they are legitimate.)

Tim Shaw questioned the rate per hour that was listed. Attorney Morgan stated the City Engineer would research these charges and determine if they are reasonable and recommend approval or denial. Flanigan also stated this change order has taken some time to be submitted, so chances are the engineer has evaluated the charges to make that determination.

A Candy Davis/Shawn Prebil motion to approve change order #3 for BKS Excavating for the Henry St Street and Utility Improvement project for an increase of \$58,276.05 failed on a 0/3 roll call vote.

The Committee would like the City Engineer to look into the charges included in the change order. The project had complications which lead to the delay of completion. Some of these complications were unforeseen and had to be addressed during construction, which explains some of the delays by the contractor. The Committee would like to make sure charges on the change order are not from contractor delays.

A Tim Shaw/Shawn Prebil motion to table the approval of change order #3 for BKS Excavating for the Henry St Street and Utility Project until a future meeting passed on a 3/0 roll call vote.

FINAL PAY REQUEST FOR BKS CONSTRUCTION FOR HENRY ST PROJECT: A Tim Shaw/Candy Davis motion to table approval of the final pay request for BKS Excavating for the Henry St Street and Utility Project until a future meeting passed on a 3/0 roll call vote.

BILLS AND PAYROLL: A Tim Shaw/Candy Davis motion to approve the bills and payroll, minus the BKS pay request, in the amount of \$600,559.55 passed on a 3/0 roll call vote.

BIDS FOR SENSORY ROOMS AT LIBRARY: The Library received a grant of \$20,000 for construction of sensory rooms. Two bids were received. Library Director Beth Krebs Smith is recommending the higher of the two bids which was \$10,000. This bid was higher due to the quality of materials used. Krebs felt by installing the higher quality materials, it would possibly last longer and not need to be replaced as soon. Krebs reported the rest of the grant money will be used to purchase equipment for the rooms.

A Tim Shaw/Shawn Prebil motion to approve the bid from Home Hab for the library sensory rooms passed on a 3/0 roll call vote. Director Krebs-Smith explained the remaining

CHANGE ORDER FOR ARCH SOLAR FOR EV CHARGER INSTALLATION AT POLICE STATION: A Candy Davis/Shawn Prebil motion to approve the change order for a reduction of \$750 for the Arch Solar contract for the purchase of charging station hardware for the Police Department passed on a 3/0 roll call vote.

CLASS “B” BEER LICENSE FOR FOUNDATION ATHLETICS: The Committee reviewed a staff report (attached) detailing how the alcohol would be handled in the building.

A Tim Shaw/Shawn Prebil motion to approve a Class “B” Beer License for Foundation Athletics, agent James Fox passed on a 3/0 roll call vote.

TEMPORARY CLASS “B” BEER LICENSE FOR CHAMBER OF COMMERCE: A Candy Davis/Shawn Prebil motion to approve a Temporary Class “B” Beer License for the Chamber of Commerce on February 1, 2025 passed on a 3/0 roll call vote.

Being no other business before the Committee, a Candy Davis/Shawn Prebil motion to adjourn passed, all voted in favor.

Wendy Loveland
City Clerk
Adopted January 20, 2025

Foundation Athletics License Renewal

The Council issued the license last year with the provision the license include only the inside of the building, with the option of amending the license to include the outside, at a later date. The owner did not pursue the amendment.

Currently, the owner is requesting to license the golf simulator room only. This room is a segregated room with a door. The door is marked with a sign that states there is no entry without a reservation. When the room is being used, the room is attended at all times by a licensed employee. Alcohol in this room is kept in a cooler that will be equipped with a lock. If the room is utilized by patrons under 21, the cooler will be locked so underage patrons would not have access.

Alcohol will be stored in a storage room on the main level that is secured with a locked door.

SECTION 00 63 63
CHANGE ORDER NO.: 3

Owner: City of Edgerton	Owner's Project No.: "22E-03"
Engineer: Cedar Corporation	Engineer's Project No.: E4894-0107
Contractor: BKS Excavating, Inc.	Contractor's Project No.:
Project: Henry Street, Street and Utility Improvements "22E-03" Henry Street, Street and	
Contract Name: Utility Improvements	Effective Date of
Date Issued: December 26, 2024	Change Order: December 31, 2024

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

Description: This Change Order is necessary to include additional costs for additional work performed by the Contractor.

The contractor, Engineer and owner have agreed to the costs of a number of work items that were not in the original contract. These were all found to be necessary and beneficial to the project. Many of these added work items were due to the nature of rehabilitating an old street section where records of previous work were scarce or non-existent. This added work includes the work items #1 through #9 listed below. This work resulted in an increase to the contract amount of \$30,520.00.

Description: Final Quantity Adjustment.

1. This Change Order includes final quantity/cost adjustments for work completed on the project. The Final Quantity Adjustment sheet is attached to this change order. The final contract quantity adjustment resulted in an increase of the contract amount of \$27,756.05

Attachments: Contractor documentation. Final Quantity/ Cost Adjustment Sheet.

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 671,308.00		Substantial Completion:	September 2, 2022
		Ready for final payment:	June 15, 2023
Increase from previously approved Change Orders No. 1 to No. 2:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 22,301.00		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 693,609.00		Substantial Completion:	September 2, 2022
		Ready for final payment:	June 15, 2023
Increase of this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 58,276.05		Substantial Completion:	May 26, 2023
		Ready for final payment:	September 1, 2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 751,885.05		Substantial Completion:	May 26, 2023
		Ready for final payment:	September 1, 2023

Recommended by Engineer (if required)		Accepted by Contractor	
By:	<u>Tom Hetherington, CEM II</u>		<u>[Signature]</u>
Title:	<u>Mike Shumaker</u>		<u>MIKE SHUMAKER, OWNER</u>
Date:	<u>12/31/2024</u>		<u>BKS CONSTRUCTION INC.</u>
	<u>RESIDENT CONSTRUCTION ENGINEERING</u>		<u>12/29/2024</u>
	<u>Authorized by Owner</u>		<u>Approved by Funding Agency (if applicable)</u>
By:	_____		_____
Title:	_____		_____
Date:	_____		_____

I. Scope of Work

A. The city and the Contractor have agreed to the following outstanding items:

A-1. 2" water service at C&M Printing building at 102 West Fulton Street. During construction it was found that this building was served by a 2" water service rather than a 1" service. This size of service had to be maintained. This item pays for the contractor to install a 2" corporation valve at the watermain connection, and 4' of new 2" copper service pipe with a coupler to the existing 2" copper service pipe.

- a. Cost to supply and install a 2" corporation valve, 4' of 2" copper water service pipe, and a 2" coupler = \$2,000.00

The change to the Contract Price to incorporate this additional work installing a 2" service connection results in an Increase of the Contract Price of \$2,000.00.

A-2. The work at the coal bins under the sidewalk along the C&M printing building.

Before excavation it was found that the sidewalk above the coal bins was connected to the building face and couldn't be removed without endangering the entire building wall. It was also discovered that the support system for the sidewalk was terribly inadequate and that the bins were filled with junk. In order not to endanger the building wall, provide a proper base of support, and clean all the junk out of the bins it was decided that once cleaned out, the bins would be mostly filled with $\frac{1}{4}$ " clear stone and a final upper couple of feet of concrete slurry be poured to properly support the sidewalk and building wall.

- a. Coal bin cleanout:

Labor to hand shovel out junk = 4 workers X \$110/Hr. X 6 Hrs. =
\$2,640.00

- b. Equipment to install stone and haul refuse out. = KX Excavator, 6 Hrs. X
\$140.00/ Hr. = \$840.00.
- c. Delivery and installation of slurry product, (with added environmental and
load charges) = 26 CY's x \$169.61= \$4,410.00
- d. Clear stone previously paid for as a bid item.

Total this item = \$7,890.00.

The change to the Contract Price to incorporate this additional work to clean out
and stabilize the base of the sidewalk over the coal bins results in an increase of
the Contract Price of \$7,890.00.

A-3. The use of a hydraulic concrete pecking attachment for concrete removals.

On multiple occasions the use of a hydraulic concrete pecking attachment was
necessary in order to remove large unknown existing areas of buried hard
concrete (+20 cy's) and storm sewer vault, which were in conflict with trenching
for new pipe or installing new structures. The use of this equipment reduced the
delay to the work that this buried concrete would cause but there were still
additional manpower efforts to do the removals.

- a. Men and equipment used at multiple areas for a lump sum of \$6,700.00.

The change to the Contract Price to incorporate this additional work of concrete
removal, results in an increase of the Contract Price of \$6,700.00.

A-4. Sand Backfill for gas line replacement.

At the Canal Street intersection, the gas company found it necessary to replace
their gas line which was adjacent to the trench for our project piping. The new
gas piping was installed by them, but they required a new method of backfill
around their gas pipe (sand) for protection. The contractor used two loads of
sand to backfill this area.

- a. 2 Loads of sand = 56 tons X \$20.00/ton = \$1,120.00

The change to the Contract Price to incorporate this additional work of providing
sand backfill, results in an increase of the Contract Price of \$1,120.00.

A-5. Additional pipe fittings were needed due to conflicts with existing conditions.

With sanitary MH #1051 having to move slightly due to conflicting storm pipes, it was necessary to use 2 additional 8"- 45-degree angle fittings to connect the sewer to the manhole.

The buried concrete fiber optic duct bank and vault and box culvert were in conflict with the watermain elevation at the Canal Street intersection, so it was necessary to excavate deeper and lower the water main by using 2- 45 degree bends to go downwards and then straight again to comply with DNR clearance requirements for water main pipe.

- a. 2 -45-degree bends, \$180 each = \$360.00 and labor to install = \$240.00.
Total = \$420.00.
- b. Additional work lowering the watermain using 2 additional 8" ductile iron 45 degree bends with Megalugs was 2 X \$950.00 each = \$1,900.00
Men and equipment time for additional excavation and assembly of lowered piping was 4 men X \$110 Hr. X 3.63 Hrs. = \$1,600.00
Total = \$3,500.00

The change to the Contract Price to incorporate these additional pipe fittings, (item a and b) results in an increase of the Contract Price of \$3,920.00.

A-6. Field adjustment, (Cutting) of storm sewer structures due to conflicts with existing piping.

Due to elevation conflicts with buried existing piping, multiple new storm sewer structures had to be field adjusted by sawing concrete off the tops of the structures. This also delayed the entire crew.

- a. 4 Men X 4 Hrs. X \$110/hr. = \$1,760.00

The change to the Contract Price to incorporate these necessary field adjustments, results in an increase of the Contract Price of \$1,760.00.

A-7. Contractor potholing around existing storm structures due to conflicts with the existing storm system in order to figure out revised slope and grades for the new storm sewer system. Canal Street intersection vicinity.

While excavating it became clear that the existing storm system and the concrete encased fiber optic duct bank were in conflict with the plan for the new storm sewer system. Potholing and grade investigation had to be performed to take shots so the engineers could revise the plans to ensure that a new system orientation will work effectively. This delayed the entire crew. The buried concrete encased fiber optic duct bank and vault structure were much larger and more extensive than formerly realized.

- a. 4-man crew for combined 7.5 Hrs. X \$110.00 Hr. = \$3,300.00
- b. Equipment KX 80 Backhoe, 3 Hrs. X \$140.00 Hr. = \$420.00

The change to the Contract Price to incorporate this necessary pot-holing and investigation, results in an increase of the Contract Price of \$3,720.00.

A-8. Additional pipework necessary running service laterals when the concrete duct bank was in the way and the storm sewer location had been revised.

With the changes in the storm sewer orientation based on the conflicts with the concrete fiber optic duct bank, there was additional work to run the service laterals (hand digging) to properties near the Canal Street intersection. This work delayed the whole crew.

- a. 4 Men for 2 Hrs. X \$110.00 = \$880.00
 - b. Equipment 235 Backhoe for 2 Hrs. X \$180.00 Hr. = \$360.00
- Total this item = \$1,240.00.

The change to the Contract Price to incorporate this necessary work to connect these service laterals, results in an increase of the Contract Price of \$1,240.00.

A-9. Potholing and investigation to deal with conflict with concrete fiber-optic duct bank and the tie into existing storm sewer off of Fulton Street and the location for storm MH 106.1 and 106.2. Near Fulton Street vicinity.

The location of the concrete fiber optic duct bank and other existing electric conduit lines made it impossible to connect to the existing storm sewer at Fulton Street as planned. This is for more work excavating and pot-holing, survey investigation, to figure out how to connect to the existing storm system effectively.

- a. 4 Men for 3.5 Hrs. X \$110.00 Hr. = \$1,540.00
 - b. Equipment 235 Backhoe for 3.5 Hrs. X \$180.00 Hr. = \$630.00
- Total this item = \$2,170.00.

The change to the Contract Price to incorporate this necessary to work figure out how to effectively connect to the existing storm sewer system on Fulton Street, results in an increase of the Contract Price of \$2,170.00.00.

A-10. Final Quantity Adjustment.

- a. The net change to the Contract Price to incorporate the quantity adjustments to actual quantities used results in an increase of the Contract Price of \$27,756.05.

- b. With Change Order #1, Change Order #2, and Change Order #3 taken into account, the total Contract amount is an increase of \$80,577.05.

A. Method of Payment

- a. Work under Part A-1 and A-9 above will be compensated on a Lump Sum basis in accordance with General Conditions article 11.04.B at the price stated above.

B. Time Extension

- A. This Change Order does not provide the Contractor with a time extension to the project.

C. Schedule of Values Changes

- a. Add the following items to the Schedule of Values:

Item No.	Description	Unit	QTY	Contract Price Change
A-1.	2" water service at C&M Printing building at 102 West Fulton Street.	L.S.	1	\$2,000.00
A-2.	The work at the coal bins under the sidewalk along the C&M printing building.	L.S.	1	\$7,890.00
A-3.	The use of a hydraulic concrete pecking attachment for concrete removals.	L.S.	1	\$6,700.00
A-4.	Sand Backfill for gas line replacement.	L.S.	1	\$1,120.00
A-5.	Additional pipe fittings were needed due to conflicts with existing conditions.	L.S.	1	\$3,920.00
A-6.	Field adjustment, (Cutting) of storm sewer structures due to conflicts with existing piping.	L.S.	1	\$1,760.00
A-7.	Contractor potholing around existing storm structures due to conflicts with the existing storm system. Near Canal Street	L.S.	1	\$3,720.00
A-8.	Additional pipework necessary running service laterals when the concrete duct bank was in the way and the storm sewer location had been revised.	L.S.	1	\$1,240.00
A-9.	Potholing and investigation to deal with conflict with concrete fiber-optic duct bank and the tie into existing storm sewer off of Fulton Street.	L.S.	1	\$2,170.00

	Total Additional Work (Change Order #3)			\$30,520.00
A-10.	Final Quantity Adjustment	L.S.	1	\$27,756.05
	Total Contract Adjustment for Change Order #3		TOTAL	\$58,276.05

BID ITEM FINAL QUANTITY ADJUSTMENT SHEET

BID ITEM FINAL QUANTITY ADJUSTMENT

Project:		Henry Street, Street and Utility Improvements		Application Number:		8 (Final)											
Application Period:		11/30/2023 thru 12/27/2024		Application Dates:		December 30, 2024											
Bid No.	Item	Description	Estimated Bid Quantity	Unit Price	B		C		D	E		F		G	H	I	J
					Quantity	Amount	Quantity	Amount		Quantity	Amount	Quantity	Amount				
01.2100.00.00001	ALLOWANCES		C.O.W.	1	\$5,500.00	1									1	\$18,000.00	1.00
01.5000.01.00002	TRAFFIC CONTROL		L.S.	1	\$13,000.00	1									356.25	\$2,137.50	0.75
02.4113.03.00001	SELECT DEMOLITION OF SIDEWALKS AND DRIVEWAYS		S.Y.	475	\$6.00	356.25	\$2,137.50								468	\$2,340.00	1.04
02.4113.03.00002	SELECT DEMOLITION OF CURB AND GUTTER		L.F.	450	\$5.00										7	\$3,500.00	1.00
02.4113.03.00004	SELECT DEMOLITION OR ABANDONMENT OF MHS, INLETS, CBS		EA	7	\$500.00										139	\$1,946.00	0.93
02.4113.03.00005	REMOVAL OF CULVERT PIPE IN PARKING LOT		L.F.	150	\$14.00										25	\$500.00	1.00
02.4113.03.00006	ABANDONMENT OF SEWER UTILITY PIPE		L.F.	25	\$20.00										1	\$400.00	1.00
02.4113.03.00008	REMOVAL OR ABANDONING VALVES AND VALVE BOXES		EA	1	\$400.00										1	\$500.00	1.00
02.4113.03.00009	REMOVAL AND SALVAGING FIRE HYDRANTS		EA	1	\$500.00										1	\$500.00	1.00
02.4113.03.00010	SAW CUTTING		L.F.	790	\$3.00	1,090	\$3,270.00								1,090	\$3,270.00	1.38
02.4113.03.00011	ASPHALT PAVEMENT REMOVAL PARKING LOT		S.Y.	260	\$5.00	260	\$1,300.00								260	\$1,300.00	1.00
02.4113.03.00012	ASPHALT PAVEMENT MILLING		S.Y.	4,225	\$4.00	3,238	\$12,952.00								3,238	\$12,952.00	0.77
31.2300.04.00003	EXCAVATION (ESTIMATED 1650 CY)		L.S.	1	\$35,000.00										1	\$35,000.00	1.00
31.2313.04.00004	EXCAVATION BELOW SUBGRADE (AS ORDERED)		C.Y.	100	\$25.00	206	\$5,150.00								206	\$5,150.00	2.06
31.2333.04.00002	SELECT TRENCH BACKFILL MATERIAL		TON	40	\$20.00	3,529.90	\$70,598.00								3,529.90	\$70,598.00	88.25
31.2333.04.00004	PIPE FOUNDATION STABILIZATION		C.Y.	10	\$30.00										5	\$500.00	1.00
31.2350.01.00005	TEMPORARY STORM DRAIN INLET PROTECTION		EA	5	\$100.00										2	\$2,000.00	1.00
31.2500.01.00006	TEMPORARY STONE TRACKING PAD		EA	2	\$1,000.00										4,225	\$8,450.00	1.22
31.3419.04.00002	GEOTEXTILE SOIL REINFORCEMENT		S.Y.	3,475	\$2.00										412	\$6,180.00	2.06
32.1123.05.00003	BREAKER RUN FOR EXCAVATION BELOW SUBGRADE (AS ORDERED)		TON	200	\$15.00										1,625.72	\$22,760.08	1.20
32.1123.05.00004	CRUSHED AGGREGATE BASE, ROADWAY, 1 1/4 INCH		TON	1,350	\$14.00										1507.05	\$21,098.70	1.37
32.1123.05.00005	CRUSHED AGGREGATE BASE, ROADWAY, 3 INCH		TON	1,100	\$14.00										584.81	\$43,860.75	1.06
32.1200.05.00004	HMA PAVEMENT, 4 LT 58-28 S. LOWER LAYER, 2.25"		TON	550	\$75.00										498.98	\$38,920.44	1.03
32.1200.05.00007	HMA PAVEMENT, 4 LT 58-28 S. UPPER LAYER, 1.75"		TON	435	\$78.00												
32.1200.05.00013	SPLIT SEQUENCING OF HMA PAVEMENT PLACEMENT		L.S.	1	\$3,000.00										468	\$17,784.00	1.04
32.1613.05.00004	CONCRETE CURB AND GUTTER, 30" BARRIER (PATCHING)		L.F.	450	\$38.00										1,900	\$12,350.00	0.50
32.1623.05.00002	CONCRETE SIDEWALK, 4" (PATCHING)		S.F.	3,800	\$6.50										100	\$1,000.00	0.50
32.1623.05.00004	CONCRETE SIDEWALK AND DRIVEWAY, 6" (PATCHING)		S.F.	200	\$10.00												
32.1623.05.00007	DETECTABLE WARNING FIELD		EA	4	\$450.00												
32.1723.05.00014	PAVEMENT MARKING, PARKING STALL, 4" WATERBORNE PAINT		S.Y.	100	\$20.00												
32.3292.05.00001	TOPSOIL, TURF AND GRASSES		L.F.	665	\$11.00										470	\$5,170.00	0.71
32.3293.05.00001	PLANTS		EA	27	\$600.00										25	\$500.00	0.25
32.3296.05.00001	TREE GRATE		EA	13	\$67,600.00										27	\$16,200.00	1.00
33.1400.08.00003	WATER MAIN, DUCTILE IRON, 8"		L.F.	702	\$61,776.00										13	\$67,600.00	0.87
33.1400.08.00011	WATER SERVICE PIPE, COPPER, 1.0"		L.F.	315	\$60.00										702	\$61,776.00	1.04
33.1400.08.00015	WATER SERVICE CORPORATION VALVE, 1.0"		EA	11	\$400.00										236.25	\$14,175.00	0.75
33.1400.08.00019	WATER SERVICE CURB VALVE, 1.0"		EA	11	\$450.00										7	\$2,800.00	0.64
33.1400.08.00023	HYDRANT		EA	1	\$5,500.00										5	\$2,250.00	0.45
33.1400.08.00025	CONTROL VALVE AND BOX, GATE, 6"		EA	1	\$2,000.00										1	\$5,500.00	1.00
33.1400.08.00026	CONTROL VALVE AND BOX, GATE, 8"		EA	1	\$3,000.00										1	\$2,000.00	1.00
33.1400.08.00032	CONNECT TO EXISTING WATER MAIN		EA	2	\$3,000.00										1	\$5,000.00	1.00
33.1400.08.00037	HYDRANT LEADS (6" DI)		L.F.	128	\$100.00										2	\$6,000.00	1.00
33.1400.08.00041	INSULATION BOARD FOR FROST SHIELD		S.F.	64	\$4.00										64	\$256.00	0.67
33.3100.09.00003	SANITARY SEWER SERVICE LATERAL, PVC SDR 35, 6"		L.F.	760	\$60.00										570	\$34,200.00	0.75
33.3100.09.00005	SANITARY SEWER MAIN, PVC SDR 35, 8"		L.F.	965	\$66.00										988	\$65,208.00	1.02
33.3100.09.00006	SANITARY SEWER SERVICE BRANCHES, 8"X6"		EA	27	\$225.00										12	\$2,700.00	0.44
33.3100.09.00012	STANDARD SANITARY MANHOLE		V.F.	23	\$390.00										31.25	\$12,187.50	1.36
33.3100.09.00017	SANITARY CASTING, TYPE E		EA	3	\$500.00										4	\$2,000.00	1.33
33.3100.09.00019	CONNECT TO EXISTING SANITARY PIPE		EA	3	\$1,200.00										3	\$3,600.00	1.00
33.3100.09.00021	TELEVISION SANITARY SEWER		L.F.	1,015	\$2.00										1,015	\$2,030.00	1.00
33.4200.10.00001	STORM SEWER, RCP, 12"		L.F.	315	\$62.00										231	\$14,322.00	0.73
33.4200.10.00002	STORM SEWER, RCP, 15"		L.F.	31	\$66.00										31	\$2,046.00	1.00
33.4200.10.00003	STORM SEWER, RCP, 18"		L.F.	220	\$74.00										194	\$14,356.00	0.88
33.4200.10.00006	STORM MANHOLE, TYPE I		V.F.	34	\$320.00										40.5675	\$12,980.08	1.19
33.4200.10.00035	STORM INLET, TYPE III		V.F.	9	\$290.00										9	\$2,610.00	1.29
33.4200.10.00038	STORM CASTING, TYPE HL		EA	2	\$700.00										2	\$1,400.00	1.00
FINAL QUANTITY ADJUSTMENTS																	

FINAL QUANTITY ADJUSTMENTS

-1	-\$5,500.00	
-118.75	-\$712.50	
18	\$90.00	
-11	-\$154.00	
300	\$900.00	
-987	-\$3,948.00	
106	\$2,650.00	
3489.9	\$69,798.00	
-10	-\$300.00	
750	\$1,500.00	
212	\$3,180.00	
275.72	\$3,860.08	
407.05	\$5,698.70	
34.81	\$2,610.75	
13.98	\$1,090.44	
-1	-\$3,000.00	
18	\$684.00	
-1900	-\$12,350.00	
-100	-\$1,000.00	
-4	-\$1,800.00	
-195	-\$2,145.00	
-75	-\$1,500.00	
-2	-\$10,400.00	
27	\$2,376.00	
-78.75	-\$4,725.00	
-4	-\$1,600.00	
-6	-\$2,700.00	
-6	-\$600.00	
-64	-\$256.00	
-190	-\$11,400.00	
23	\$1,518.00	
-15	-\$3,375.00	
8.25	\$3,217.50	
1	\$500.00	
-84	-\$5,208.00	
-26	-\$1,924.00	
6.56275	\$2,100.08	
2	\$580.00	

BID ITEM FINAL QUANTITY ADJUSTMENT

Project: Henry Street, Street and Utility Improvements				Application Number: 8 (Final)												
Application Period: 11/30/2023 thru 12/27/2024				Application Date: December 30, 2024												
Bid No.	Item	Description	Estimated Bid Quantity	Unit Price	B		C		D		E	F	G	H	I	J
					Previous Applications Quantity	Amount	This Application Quantity	Amount	Materials Stored Quantity	Amount						
33.4200.10.00039	STORM CASTING, TYPE HR		EA.	1	\$700.00	1	\$700.00							1	\$700.00	1.00
33.4200.10.00042	STORM CASTING, TYPE E		EA.	6	\$600.00	6	\$3,600.00							6	\$3,600.00	1.00
33.4200.10.00065	CONNECT TO EXISTING STORM PIPE		EA.	1	\$1,200.00	1	\$1,200.00							1	\$1,200.00	1.00
33.4200.10.00066	CONNECT TO EXISTING STORM STRUCTURE		EA.	2	\$1,500.00	2	\$3,000.00							2	\$3,000.00	1.00
TOTAL							\$683,799.07				\$15,264.98				\$699,064.05	
TOTAL = 611,535,000.00 (100% COMPLETE)																

FINAL QUANTITY ADJUSTMENTS

Contractor's Application for Payment No. 01777	
Application Period: 11/30/2023 thru 12/27/2024	Application Date: 12/30/2024
From (Contractor): SKS Construction, Inc. Contract: "22E-03"	Via (Engineer): Cedar Corporation
Project: Henry Street, Street and Utility Improvements Owner's Contract No. "22E-03"	Engineer's Project No. 4894-0107

Change Order Summary		
Approved Change Orders	Additions	Deductions
CO #2	\$22,301.00	
CO #3	\$30,520.00	
Final Quantity Adjustment	\$27,756.05	
TOTALS	\$80,577.05	
NET CHANGE BY CHANGE ORDERS		\$80,577.05

- Contractor's Certification**

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account of discharge Contractor's legitimate obligation 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

Contractor Signature

By:-

DATE: 12/27/28

Date: 12/21/24

00 55 75 - 1

Unit Price Progress Estimate

Contractor's Application

Project: Henry Street, Street and Utility Improvements			Application Number: 8 (Final)			Application Date: December 30, 2024																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Unit Price Progress Estimate

Contractor's Application

Project: Henry Street, Street and Utility Improvements			Application Period: 11/30/2023 thru 12/27/2024										Application Number: 8 (Final)			Application Date: December 30, 2024				
A			B		C		D		E		F		G		H		I		J	
Bid No.	Item	Description	Estimated Bid Quantity	Unit Price	Previous Applications		This Application		Quantity Completed		Materials Stored		Total Completed & Scored to Date (G+H+I)		% Comp.					
					Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount						
33.4200.10.00039		STORM CASTING, TYPE HR	EA.	1	\$700.00	1	\$700.00							1	\$700.00	1.00				
33.4200.10.00042		STORM CASTING, TYPE E	EA.	6	\$600.00	6	\$3,600.00							6	\$3,600.00	1.00				
33.4200.10.00065		CONNECT TO EXISTING STORM PIPE	EA.	1	\$1,200.00	1	\$1,200.00							1	\$1,200.00	1.00				
33.4200.10.00066		CONNECT TO EXISTING STORM STRUCTURE	EA.	2	\$1,500.00	2	\$3,000.00							2	\$3,000.00	1.00				
CO#2		CO#2 Canal Street Added Work Items 1.2.3	L.S.	1	\$22,301.00	1	\$22,301.00							1	\$22,301.00	1.00				
CO#3		CO#3 Added Work Items A.1 thru A.9	L.S.	1	\$30,520.00	1	\$30,520.00							1.00	\$30,520.00	1.00				
TOTAL						\$706,100.07									\$751,885.05					

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input Date = 01/17/2025
Invoice Detail.Voided = No

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10013100							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	80.64	.00	
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	4,933.18	.00	
Total 10013100:					5,013.82	.00	
10021520							
789 ch	WI RETIREMENT SYSTEM	DEC 2024	DEC 2024 RETIREMENT	01/17/2025	25,668.25	.00	
Total 10021520:					25,668.25	.00	
10023100							
18 ch	TOWN OF ALBION	DEC 2024	FINES COLLECTED MINUS \$5 PER CITATION	01/17/2025	100.00	.00	
186 ch	DANE CO TREASURER	DEC 2024	JAIL ASSESSMENTS	01/17/2025	20.00	.00	
281 ch	TOWN OF FULTON	DEC 2024	FINES COLLECTED-MINUS \$5 PER CITATION	01/17/2025	4,288.00	.00	
604 ch	ROCK CO TREASURER	DEC 2024	JAIL ASSESSMENTS	01/17/2025	669.50	.00	
819 ch	STATE OF WI COURT FINES	DEC 2024	COSTS & SURCHARGES COLLECTED	01/17/2025	2,575.40	.00	
5750 c	JACOBSON, BRADLEY	JAN 2025	RESTITUTION COLLECTED	01/17/2025	324.36	.00	
5756 c	HANSON, PEGGY	JAN 2025	RESTITUTION COLLECTED	01/17/2025	30.00	.00	
Total 10023100:					8,007.26	.00	
10044210							
604 ch	ROCK CO TREASURER	JAN 2025	DOG TAGS	01/17/2025	86.50	.00	
604 ch	ROCK CO TREASURER	JAN 2025 DOG	DOG TAGS	01/17/2025	107.50	.00	
Total 10044210:					194.00	.00	
10046213							
2631 c	WI DEPT OF REVENUE	DEC 2024	DEC 2024 SALES TAX	01/17/2025	.42	.00	
Total 10046213:					.42	.00	
10046710							
2631 c	WI DEPT OF REVENUE	DEC 2024	DEC 2024 SALES TAX	01/17/2025	11.02	.00	
Total 10046710:					11.02	.00	
10051200210							
412 ch	IRMEN, LORI	DEC 2024	CLERK OF COURT	01/17/2025	812.16	.00	
Total 10051200210:					812.16	.00	
10051200340							
3812 c	PRAXIS CONSULTING	20100977	QUICK CLERK - MAINTENANCE 2025	01/17/2025	1,200.00	.00	
5731 c	KOEFFLER, KRISTIN	JAN 2025	SUBSTITUTE JUDGE SERVICES- SPECIFIC A	01/17/2025	200.00	.00	
Total 10051200340:					1,400.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10051410154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	920.42	.00	
Total 10051410154:					920.42	.00	
10051410155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	24.43	.00	
Total 10051410155:					24.43	.00	
10051410320							
231 ch	EDGERTON REPORTER CO INC	12971123	LEGAL NOTICE- PUBLIC HEARING EXTRATE	01/17/2025	9.20	.00	
231 ch	EDGERTON REPORTER CO INC	12971124	LEGAL NOTICE- PUBLIC HEARING DIANE DR	01/17/2025	9.66	.00	
Total 10051410320:					18.86	.00	
10051410340							
133 ch	EDGERTON AREA CHAMBER O	754	2025 MEMBERSHIP DUES - CITY OF EDGER	01/17/2025	70.00	.00	
Total 10051410340:					70.00	.00	
10051430154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	1,049.74	.00	
Total 10051430154:					1,049.74	.00	
10051430155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	7.52	.00	
Total 10051430155:					7.52	.00	
10051440340							
2433 c	AMAZON.COM LLC	114-3929119-8	DYMO LABELS	01/17/2025	39.56	.00	
Total 10051440340:					39.56	.00	
10051510154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	1,679.59	.00	
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	1,049.74	.00	
Total 10051510154:					2,729.33	.00	
10051510155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	3.84	.00	
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	1.76	.00	
Total 10051510155:					5.60	.00	
10051510214							
5753 c	CIVIC SYSTEMS LLC	INV-02288	SEMI ANNUAL SERVICE & SUPPORT 1/1/25-6	01/17/2025	1,781.78	.00	
Total 10051510214:					1,781.78	.00	
10051520214							
5753 c	CIVIC SYSTEMS LLC	INV-02288	SEMI ANNUAL SERVICE & SUPPORT 1/1/25-6	01/17/2025	1,781.78	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10051520214:					1,781.78	.00	
10051600210							
3750 c	HARKER HEATING & COOLING I	1511275	WINTER PREVENTATIVE MAINTENANCE - CI	01/17/2025	425.00	.00	
Total 10051600210:					425.00	.00	
10051600214							
5373 c	ICC COMMUNITY DEVELOPME	CMS0026783	LASERFICHE 3/15/25-3/14/26	01/17/2025	789.12	.00	
5724 c	COMPUTER KNOW HOW, LLC	CITYOFEDGE	ARCHIVING AND BACKUP	01/17/2025	88.00	.00	
Total 10051600214:					877.12	.00	
10051600221							
21 ch	ALLIANT ENERGY	DEC 24 47020	DEC 24 470202 ELECTRIC CHARGES	01/17/2025	596.53	.00	
Total 10051600221:					596.53	.00	
10051600225							
5214 c	GRANITE TELECOMMUNICATIO	678089800	608-884-3341 CITY HALL	01/17/2025	150.64	.00	
Total 10051600225:					150.64	.00	
10051600340							
575 ch	QUILL CORPORATION	113461965	PAPER, COFFEE FILTERS	01/17/2025	43.87	.00	
3534 c	CHARTER COMMUNICATIONS	219551801010	CITY HALL INTERNET	01/17/2025	99.99	.00	
5470 c	GORDON FLESCH CO.	IN15001054	CITY HALL COPIER-METERED IMAGES	01/17/2025	60.16	.00	
Total 10051600340:					204.02	.00	
10052100154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	2,045.38	.00	
Total 10052100154:					2,045.38	.00	
10052100155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	62.93	.00	
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	7.06	.00	
Total 10052100155:					69.99	.00	
10052100214							
5724 c	COMPUTER KNOW HOW, LLC	CITYOFEDGE	ARCHIVING AND BACKUP	01/17/2025	48.00	.00	
Total 10052100214:					48.00	.00	
10052120154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	11,875.70	.00	
Total 10052120154:					11,875.70	.00	
10052120155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	67.61	.00	
Total 10052120155:					67.61	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10052120340							
194 ch	DEEGAN'S HARDWARE INC	DEC 2024A	DEEGAN'S DEC 2024- PD	01/17/2025	13.76	.00	
3510 c	ROCK CO I.T. DEPT	AR224281	NETMOTION RENEWAL - PD	01/17/2025	471.84	.00	
5766 c	BAKKEN, NOLEN	JAN 2025	FIREARM STIPEND PER CONTRACT- BAKKE	01/17/2025	300.00	.00	
5767 c	ANDERSON, EYAN	JAN 2025	FIREARM STIPEND PER CONTRACT- ANDER	01/17/2025	300.00	.00	
Total 10052120340:					1,085.60	.00	
10052120385							
923 ch	KWIK TRIP	DEC 2024	DEC 2024 FUEL CHARGES - POLICE DEPT	01/17/2025	1,588.36	.00	
Total 10052120385:					1,588.36	.00	
10052150221							
21 ch	ALLIANT ENERGY	JAN 25 535891	JAN 25 535891 ELECTRIC CHARGES	01/17/2025	420.62	.00	
Total 10052150221:					420.62	.00	
10052150224							
21 ch	ALLIANT ENERGY	DEC 24 93902	DEC 24 939021 GAS CHARGES	01/17/2025	51.93	.00	
Total 10052150224:					51.93	.00	
10052150225							
3534 c	CHARTER COMMUNICATIONS	170827201010	POLICE DEPT INTERNET/PHONE CHARGES	01/17/2025	296.88	.00	
Total 10052150225:					296.88	.00	
10052150340							
3215 c	DIMAX OFFICE SOLUTIONS INC	54067	METER BILLING FOR 12/1/24 TO 12/31/24 - P	01/17/2025	12.79	.00	
Total 10052150340:					12.79	.00	
10052150820							
3574 c	EDWARDSON, JAMES	JAN 2025	POLICE STATION SHADES	01/17/2025	2,770.00	.00	
Total 10052150820:					2,770.00	.00	
10052400210							
2584 c	GENERAL ENGINEERING COMP	DEC 2024	DEC 2024 BUILDING INSPECTIONS	01/17/2025	415.00	.00	
5667 c	MUNICIPAL CODE ENFORCEME	1363	CODE ENFORCEMENT- OCT 2024	01/17/2025	73.50	.00	
5667 c	MUNICIPAL CODE ENFORCEME	1400	CODE ENFORCEMENT- NOV 2024	01/17/2025	58.80	.00	
5667 c	MUNICIPAL CODE ENFORCEME	1418	CODE ENFORCEMENT- DEC 2024	01/17/2025	14.70	.00	
Total 10052400210:					562.00	.00	
10053100154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	427.73	.00	
Total 10053100154:					427.73	.00	
10053100155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	2.73	.00	
Total 10053100155:					2.73	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10053100210							
3883 c	ABSOLUTE MOBILE TESTING L	125-012	ANNUAL FEE AND QUERY (6)	01/17/2025	105.00	.00	
Total 10053100210:					105.00	.00	
10053100330							
3762 c	UNIVERSITY OF WISCONSIN	622456	TRAINING COURSE- NELSON	01/17/2025	150.00	.00	
Total 10053100330:					150.00	.00	
10053100340							
5386 c	US DEPT OF TRANSPORTATIO	F4BF9BA	DRUG & ALCOHOL CLEARING HOUSE	01/17/2025	40.63	.00	
Total 10053100340:					40.63	.00	
10053230154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	8,663.90	.00	
Total 10053230154:					8,663.90	.00	
10053230155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	50.46	.00	
Total 10053230155:					50.46	.00	
10053230221							
21 ch	ALLIANT ENERGY	DEC 24 12937	DEC 24 129372 ELECTRIC CHARGES	01/17/2025	508.44	.00	
21 ch	ALLIANT ENERGY	DEC 24 37005	DEC 24 370054 ELECTRIC CHARGES	01/17/2025	133.03	.00	
Total 10053230221:					641.47	.00	
10053230224							
21 ch	ALLIANT ENERGY	DEC 24 12937	DEC 24 129372 GAS CHARGES	01/17/2025	1,216.42	.00	
21 ch	ALLIANT ENERGY	DEC 24 37005	DEC 24 370054 ELECTRIC CHARGES	01/17/2025	314.11	.00	
Total 10053230224:					1,530.53	.00	
10053230225							
4659 c	CENTURYLINK	720273010A	JAN 2025 LONG DISTANCE CHARGES	01/17/2025	.08	.00	
4659 c	CENTURYLINK	720273010A	JAN 2025 LONG DISTANCE CHARGES	01/17/2025	.08	.00	
5214 c	GRANITE TELECOMMUNICATIO	678089800	608-884-3341 MUNI GARAGE	01/17/2025	150.64	.00	
Total 10053230225:					150.80	.00	
10053230340							
194 ch	DEEGAN'S HARDWARE INC	DEC 2024A	DEEGAN'S DEC 2024- MUNI GARAGE	01/17/2025	355.07	.00	
357 ch	JANESVILLE DOOR CO LTD	134198	INSTALLED SPRINGS, DOOR WORK - MUNI	01/17/2025	715.31	.00	
3161 c	MENARDS	SEPT 2024	PVC COUPLERS	01/17/2025	26.34	.00	
5184 c	BUMPER TO BUMPER EDGERT	625-386757	SHOP SUPPLIES	01/17/2025	3.99	.00	
5184 c	BUMPER TO BUMPER EDGERT	625-389328	MAGNETIC PICK UP TOOL	01/17/2025	3.99	.00	
5184 c	BUMPER TO BUMPER EDGERT	625-389444	BLACK FLUID FILM	01/17/2025	25.98	.00	
5184 c	BUMPER TO BUMPER EDGERT	625-389705	OIL FILTER	01/17/2025	8.81	.00	
Total 10053230340:					1,139.49	.00	
10053240340							
1009 c	FARM & FLEET CO	016412	PAINT	01/17/2025	109.98	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4863 c	HARBOR FREIGHT	013651	LIGHTS	01/17/2025	132.89	.00	
5184 c	BUMPER TO BUMPER EDGERT	625-389080	PLOW MARKERS	01/17/2025	240.48	.00	
Total 10053240340:					483.35	.00	
10053310340							
194 ch	DEEGAN'S HARDWARE INC	DEC 2024A	DEEGAN'S DEC 2024- STREETS	01/17/2025	46.96	.00	
5058 c	COUNTYLINE T'S	JAN 2025	SAFETY GREEN T-SHIRTS/SWEATSHIRTS -	01/17/2025	468.00	.00	
Total 10053310340:					514.96	.00	
10053318340							
96 ch	BJOIN LIMESTONE INC	105345	TORPEDO SAND	01/17/2025	511.53	.00	
194 ch	DEEGAN'S HARDWARE INC	DEC 2024A	DEEGAN'S DEC 2024- SNOW	01/17/2025	126.71	.00	
4229 c	DVORAK LANDSCAPE SUPPLY,	1-131680	SALT	01/17/2025	352.80	.00	
4619 c	CARGILL	2910285400	ROAD SALT	01/17/2025	3,454.45	.00	
4619 c	CARGILL	2910335855	ROAD SALT	01/17/2025	3,423.29	.00	
4619 c	CARGILL	2910398130	ROAD SALT	01/17/2025	3,577.47	.00	
Total 10053318340:					11,446.25	.00	
10053400221							
21 ch	ALLIANT ENERGY	DEC 24 86206	DEC 24 862065 ELECTRIC CHARGES	01/17/2025	73.57	.00	
21 ch	ALLIANT ENERGY	DEC 24 93096	DEC 24 930961 ELECTRIC CHARGES	01/17/2025	11.01	.00	
Total 10053400221:					84.58	.00	
10053400340							
674 ch	TAPCO	I793838	TRAFFIC SIGNAL PARTS	01/17/2025	87.42	.00	
Total 10053400340:					87.42	.00	
10053420221							
21 ch	ALLIANT ENERGY	DEC 24 10670	DEC 24 106703 ELECTRIC CHARGES	01/17/2025	16.81	.00	
21 ch	ALLIANT ENERGY	DEC 24 19259	DEC 24 192591 ELECTRIC CHARGES	01/17/2025	6.89	.00	
21 ch	ALLIANT ENERGY	DEC 24 20990	DEC 24 209901 ELECTRIC CHARGES	01/17/2025	55.27	.00	
21 ch	ALLIANT ENERGY	DEC 24 27883	DEC 24 278834 ELECTRIC CHARGES	01/17/2025	5.33	.00	
21 ch	ALLIANT ENERGY	DEC 24 44088	DEC 24 440880 ELECTRIC CHARGES	01/17/2025	21.16	.00	
21 ch	ALLIANT ENERGY	DEC 24 47020	DEC 24 470202 ELECTRIC CHARGES	01/17/2025	100.74	.00	
21 ch	ALLIANT ENERGY	DEC 24 52473	DEC 24 524734 ELECTRIC CHARGES	01/17/2025	5.89	.00	
21 ch	ALLIANT ENERGY	DEC 24 55521	DEC 24 555211 ELECTRIC CHARGES	01/17/2025	22.07	.00	
21 ch	ALLIANT ENERGY	DEC 24 76042	DEC 24 760421 ELECTRIC CHARGES	01/17/2025	72.22	.00	
21 ch	ALLIANT ENERGY	DEC 24 90532	DEC 24 905326 ELECTRIC CHARGES	01/17/2025	10.66	.00	
21 ch	ALLIANT ENERGY	DEC 24 95185	DEC 24 9518562273 ELECTRIC CHARGES	01/17/2025	55.21	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 808337	808337000 STREET LIGHT CHARGE	01/17/2025	15.24	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 808338	808338000 STREET LIGHT CHARGE	01/17/2025	15.24	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 808339	808339000 STREET LIGHT CHARGE	01/17/2025	15.24	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 808340	808340000 STREET LIGHT CHARGE	01/17/2025	15.24	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 808341	808341000 STREET LIGHT CHARGE	01/17/2025	15.24	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 808342	808342000 STREET LIGHT CHARGE	01/17/2025	15.24	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 912370	91237000 STREET LIGHT CHARGE	01/17/2025	20.88	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 912380	91238000 STREET LIGHT CHARGE	01/17/2025	20.88	.00	
600 ch	ROCK ENERGY COOPERATIVE	JAN 25 912400	91240000 STREET LIGHT CHARGE	01/17/2025	20.88	.00	
Total 10053420221:					526.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10054910221							
21 ch	ALLIANT ENERGY	DEC 24 17756	DEC 24 177564 ELECTRIC CHARGES	01/17/2025	19.57	.00	
Total 10054910221:					19.57	.00	
10055110154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	5,719.48	.00	
Total 10055110154:					5,719.48	.00	
10055110155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	36.38	.00	
Total 10055110155:					36.38	.00	
10055110210							
3997 c	UNIQUE MANAGEMENT SERVI	6134385	12-23 PLACEMENTS	01/17/2025	34.95	.00	
Total 10055110210:					34.95	.00	
10055110221							
21 ch	ALLIANT ENERGY	DEC 24 82722	DEC 24 827226 ELECTRIC CHARGES	01/17/2025	1,246.73	.00	
Total 10055110221:					1,246.73	.00	
10055110224							
21 ch	ALLIANT ENERGY	DEC 24 82722	DEC 24 827226 GAS CHARGES	01/17/2025	1,199.02	.00	
Total 10055110224:					1,199.02	.00	
10055110225							
3534 c	CHARTER COMMUNICATIONS	170826901010	LIBRARY INTERNET/PHONE CHARGES	01/17/2025	269.01	.00	
Total 10055110225:					269.01	.00	
10055110240							
4883 c	JOHNSON CONTROLS	24509912	MAINTENANCE CONTRACT - 2/1/25-1/31/26	01/17/2025	561.89	.00	
Total 10055110240:					561.89	.00	
10055110320							
4997 c	MAILCHIMP	MC16808009	ESSENTIALS PLAN-LIBRARY	01/17/2025	75.00	.00	
Total 10055110320:					75.00	.00	
10055110321							
70 ch	BAKER & TAYLOR INC	2038759473	BOOKS	01/17/2025	71.60	.00	
70 ch	BAKER & TAYLOR INC	2038772078	BOOKS	01/17/2025	392.89	.00	
70 ch	BAKER & TAYLOR INC	2038783610	BOOKS	01/17/2025	309.03	.00	
70 ch	BAKER & TAYLOR INC	2038792850	BOOKS	01/17/2025	442.54	.00	
70 ch	BAKER & TAYLOR INC	2038796974	BOOKS	01/17/2025	54.40	.00	
Total 10055110321:					1,270.46	.00	
10055110323							
5379 c	KANOPY, INC.	432453	PLAY CREDITS	01/17/2025	30.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10055110323:					30.60	.00	
10055110324							
2504 c	MIDWEST TAPE LLC	506151411-2	DVDS	01/17/2025	35.23	.00	
2504 c	MIDWEST TAPE LLC	506507494	DVDS	01/17/2025	86.18	.00	
2504 c	MIDWEST TAPE LLC	506536808	DVD	01/17/2025	7.49	.00	
2504 c	MIDWEST TAPE LLC	506577544	DVDS	01/17/2025	70.47	.00	
2504 c	MIDWEST TAPE LLC	506592903	DVDS	01/17/2025	125.94	.00	
2504 c	MIDWEST TAPE LLC	506592904	BLURAY DVD	01/17/2025	58.49	.00	
5519 c	PLAYAWAY PRODUCTS LLC	486649	AUDIO BOOKS	01/17/2025	273.70	.00	
Total 10055110324:					657.50	.00	
10055110340							
195 ch	DEMCO INC	7587483	BOOK TAPE, LABELS, CALENDAR	01/17/2025	455.82	.00	
4629 c	NABCO ENTRANCES, INC-MID	90167741	DOOR SERVICE - LIBRARY	01/17/2025	221.28	.00	
5765 c	DOHNER HEATING & COOLING	CR02272568	BOILER SERVICE- LIBRARY	01/17/2025	150.00	.00	
Total 10055110340:					827.10	.00	
10055110390							
130 ch	US CELLULAR	0701000467	HOT SPOTS - LIBRARY	01/17/2025	76.50	.00	
2433 c	AMAZON.COM LLC	113-8300652-0	INK- LIBRARY	01/17/2025	73.00	.00	
Total 10055110390:					149.50	.00	
10055200221							
21 ch	ALLIANT ENERGY	DEC 24 06930	DEC 24 069305 ELECTRIC CHARGES	01/17/2025	547.59	.00	
21 ch	ALLIANT ENERGY	DEC 24 07849	DEC 24 078495 ELECTRIC CHARGES	01/17/2025	32.98	.00	
21 ch	ALLIANT ENERGY	DEC 24 41346	DEC 24 413465 ELECTRIC CHARGES	01/17/2025	29.10	.00	
21 ch	ALLIANT ENERGY	DEC 24 56315	DEC 24 563154 ELECTRIC CHARGES	01/17/2025	109.82	.00	
21 ch	ALLIANT ENERGY	DEC 24 64653	DEC 24 646535 ELECTRIC CHARGES	01/17/2025	101.83	.00	
21 ch	ALLIANT ENERGY	DEC 24 79371	DEC 24 793712 ELECTRIC CHARGES	01/17/2025	24.59	.00	
21 ch	ALLIANT ENERGY	DEC 24 92135	DEC 24 9213591995 ELECTRIC CHARGES	01/17/2025	28.66	.00	
Total 10055200221:					874.57	.00	
10055200340							
5732 c	LON'S JON'S, LLC	11065	W LAWTON ST - HANDICAP PORTA POTTY 1/	01/17/2025	50.00	.00	
Total 10055200340:					50.00	.00	
10055420221							
21 ch	ALLIANT ENERGY	DEC 24 35496	DEC 24 354961 ELECTRIC CHARGES	01/17/2025	484.04	.00	
Total 10055420221:					484.04	.00	
10055420224							
21 ch	ALLIANT ENERGY	DEC 24 12422	DEC 24 124223 GAS CHARGES	01/17/2025	17.00	.00	
21 ch	ALLIANT ENERGY	DEC 24 35496	DEC 24 354961 GAS CHARGES	01/17/2025	156.70	.00	
Total 10055420224:					173.70	.00	
10055420225							
311 ch	FRONTIER COMMUNICATIONS	JAN 2025A	608-884-3232 TELEPHONE CHARGES	01/17/2025	73.17	.00	
4659 c	CENTURYLINK	720273010A	JAN 2025 LONG DISTANCE CHARGES	01/17/2025	.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 10055420225:					73.25	.00	
10056300154							
779 ch	WI DEPT OF EMPLOYEE TRUST	FEB 2025A	FEB 2025 HEALTH INSURNACE	01/17/2025	511.35	.00	
Total 10056300154:					511.35	.00	
10056300155							
490 ch	SECURIAN FINANCIAL GROUP,	FEB 2025	FEB 2025 LIFE INSURANCE	01/17/2025	13.57	.00	
Total 10056300155:					13.57	.00	
20357130820							
5352 c	KNIGHT BARRY TITLE GROUP	JAN 2025	HOME REVIVAL LETTER REPORT - 401 N 2N	01/17/2025	125.00	.00	
Total 20357130820:					125.00	.00	
20653630297							
5159 c	LRS	0005618823	JAN GARBAGE/RECYCLING FEE	01/17/2025	21,746.23	.00	
Total 20653630297:					21,746.23	.00	
21057320820							
21 ch	ALLIANT ENERGY	DEC 24 66875	SOLAR UPGRADE WORK - PD	01/17/2025	1,244.94	.00	
Total 21057320820:					1,244.94	.00	
40057750820							
231 ch	EDGERTON REPORTER CO INC	DEC 2024	DOWNTOWN EXTERIOR IMPROVEMENT GR	01/17/2025	680.00	.00	
Total 40057750820:					680.00	.00	
40657330820							
5474 c	BKS EXCAVATING, INC.	PAY REQ #8-2	HENRY ST- STREET & UTILITY IMPROVEME	01/17/2025	63,437.48	.00	
Total 40657330820:					63,437.48	.00	
60380840340							
4880 c	BAYSIDE PRINTING, LLC	145613A	4TH QTR 24 BILLING - UTILITY BILL	01/17/2025	21.05	.00	
4880 c	BAYSIDE PRINTING, LLC	145613A	4TH QTR 24 BILLING - UTILITY BILL POSTAG	01/17/2025	60.96	.00	
5753 c	CIVIC SYSTEMS LLC	INV-02288	SEMI ANNUAL SERVICE & SUPPORT 1/1/25-6	01/17/2025	395.95	.00	
Total 60380840340:					477.96	.00	
60480840340							
4880 c	BAYSIDE PRINTING, LLC	145613A	4TH QTR 24 BILLING - UTILITY BILL	01/17/2025	21.05	.00	
4880 c	BAYSIDE PRINTING, LLC	145613A	4TH QTR 24 BILLING - UTILITY BILL POSTAG	01/17/2025	60.95	.00	
5753 c	CIVIC SYSTEMS LLC	INV-02288	SEMI ANNUAL SERVICE & SUPPORT 1/1/25-6	01/17/2025	395.95	.00	
Total 60480840340:					477.95	.00	
80024311							
186 ch	DANE CO TREASURER	JAN 2025 TAX	JANUARY 2025 TAX SETTLEMENT	01/17/2025	15,521.18	15,521.18	01/10/2025
604 ch	ROCK CO TREASURER	JAN 2025 TAX	JANUARY 2025 TAX SETTLEMENT	01/17/2025	359,988.12	359,988.12	01/10/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 80024311:					375,509.30	375,509.30	
80024600							
228 ch	SCHOOL DISTRICT OF EDGERT	JAN 2025 TAX	JANUARY 2025 TAX SETTLEMENT- ROCK CO	01/17/2025	734,381.99	734,381.99	01/10/2025
228 ch	SCHOOL DISTRICT OF EDGERT	JAN 2025 TAX	JANUARY 2025 TAX SETTLEMENT- DANE CO	01/17/2025	46,924.86	46,924.86	01/10/2025
Total 80024600:					781,306.85	781,306.85	
80024610							
97 ch	BLACKHAWK TECHNICAL COLL	JAN 2025 TAX	JANUARY 2025 TAX SETTLEMENT	01/17/2025	70,816.16	70,816.16	01/10/2025
442 ch	MADISON AREA TECH COLLEG	JAN 2025 TAX	JANUARY 2025 TAX SETTLEMENT	01/17/2025	3,786.04	3,786.04	01/10/2025
Total 80024610:					74,602.20	74,602.20	
Grand Totals:					1,432,615.33	1,231,418.3	

Grand Total General Fund Vouchers: \$1,432,615.33
Total Payroll Check Date 11/10/25: \$125,221.02
GRAND TOTAL OF GENERAL FUND: \$1,557,836.35

Finance Committee Members Signatures of Approval:

TIMOTHY SHAW

CANDY DAVIS

SHAWN PREBIL

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.Input Date = 01/17/2025
Invoice Detail.Voided = No

Project No: 4894-0114
Addn. No: 61
Date: 1/7/2025

ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated April 5, 2011, between Cedar Corporation (ENGINEER), and City of Edgerton (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices, and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: Albion Street - Street and Utility Improvements, and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

SECTION 1 - SERVICES

The PROJECT includes the following improvements:

Project: Albion Street - Street and Utility Improvements

- Description: Bid and Construct Phase 2
- Coordinate with the OWNER, revise design plans for Phase 2, prepare specifications and bidding documents, assist with bidding and analysis, assist with construction administration, observation and documentation.
- Provide for one bidding of Phase 2 construction

1.1 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included otherwise in this Agreement shall the ENGINEER provide full-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER'S Agent performing Resident Engineering duties.)
- Assistance with warranty work required by the Contractor.

1.2 RESIDENT ENGINEERING

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

- The OWNER has requested the ENGINEER to provide full time Resident Engineering which shall provide for a Resident Project Representative to be at the construction site, when requested, continuously during underground utility installation. Scheduling of on-site observations will endeavor to observe and accept or reject materials and procedures, in general, before they become hidden from view by subsequent construction.

Services to be offered by the ENGINEER are limited to those specified below:

- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.

- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- Recommendation for payment of Contractor's progress payment requests.
- Assist with wage rate interviews when requested

1.3 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide optional additional professional services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after the original design concept has been reviewed and accepted by the OWNER, laboratory testing, tune up and testing of equipment, plant operation and maintenance manuals, training of operators, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- None requested at this time. However, services of the type listed above will be provided under this paragraph **AT ADDITIONAL COST** if authorized in writing by the OWNER.

SECTION 2 - COMPENSATION

AN INITIAL PAYMENT OF Zero Dollars (\$0.00) shall be made upon execution of this Agreement and credited to the OWNER's account at final payment.

2.1 PER DIEM

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraphs 1.1, 1.2, and 1.3 on a Per Diem Basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

Hourly Rate Schedule: The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The

ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

Direct Expenses: Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g. long-distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Actual reproduction costs and mailing costs for Bidding Documents less the non-refundable purchase amount received for the Bid Documents.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

The estimated cost follows:

Items 1.1 through 1.2 =	\$79,885
Item 1.3 =	To be determined if requested.

Other Compensation: It is understood that when requested by the OWNER, the ENGINEER shall procure the services of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

SECTION 3 - TIMETABLE

Estimated Project Schedule:

Design/Bidding	November/December 2024
Project Construction	Summer 2025
Substantial Completion	Fall 2025
Final Completion	Spring/Summer 2026

The ENGINEER is prepared to work within the above schedule, unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

SECTION 4 - SPECIAL CONDITIONS

None

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties hereto set their hands and seals dated this 7th day of
January, 2025.

For OWNER:

For ENGINEER:

CITY OF EDGERTON

CEDAR CORPORATION

By: _____

By:  _____

Name: _____

Name: William A. Betzig

Title: _____

Title: Sr. Project Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Memo

To: Common Council
From: Staff
Date: 1/17/2025
Re: January 20, 2025 Meeting

Cemetery land lease: Due to the unusual conditions inherent in farming the land at the back of the cemetery, the Finance Committee recommended renegotiating a lease with the current tenant Tim Clark. The term of the proposed lease is five years, as was the previous lease. Changes from the prior lease include: lease rate increased in this lease from \$150 to \$175/ acre and simplified language allowing the tenant to use any compost created by the city's brush/leaf collection operation on the leased land with City permission.

Albion St Phase 2: The city engineer's review of the Albion Street phase 2 bids is in your packet. The cost of the project is higher than estimated at budget time. The Public Works Committee reviewed the implications of the higher costs and recommends the Council award the bid. (See previous Public Works Committee packet for background information.)

Development Agreement with Foursight Development: Foresight Development proposes to install a cul de sac at the end of Diane Drive and create 3 residential lots on the cul de sac. Approvals of the land divisions, zoning and the Development Agreement for the project are on the agenda. The Agreement is similar to those development agreements previously approved for other subdivisions. Modified provisions are: a requirement that driveways and lawns be installed or money be placed in escrow prior to issuance of an occupancy permit; and sidewalks are not required based on a recommendation by the Plan Commission.

Purchase a replacement bucket truck and declare equipment surplus: The PW committee recommended the Council approve the purchase of a used bucket truck from Pettit Trucks for \$65,000 to replace the city's current truck that failed its safety inspection. The Committee recommended the purchase be funded by the following modifications to the 2025 budget: delay the purchase of the cemetery 1-ton truck until 2026 (\$60,000 in budget); and do not purchase a loader bucket (\$25,000 in budget) and a salt spreader (\$6,000 in budget); and declare a mower and the current bucket truck as surplus and auction them. The minimum bid recommend for the surplus equipment is: \$2000 for the mower and \$7,000 for the bucket truck. (See previous Public Works Committee packet for background information.)

HVAC modifications at PD for code compliance: A modification is required to a HVAC ductwork and furnace plenum/coil in order to allow the new electrical panel to pass inspection. The original panel was also not in compliance with the required separation distance. Al Beyer, the installer of the HVAC equipment, provided a quote to modify the HVAC in the amount of \$2,489. The new electrical panel is part of the solar installation so the HVAC modifications could be funded by ARPA.

Backdoor Grant: The RDA recommended approval of a Backdoor Grant for 104 W Fulton Street (Forward Physical Therapy) to restore two windows in the alley side of the building. Work includes the purchase and installation of two windows, and the masonry work to reestablish the window openings to their original size. The bids for the

work total \$9,793. The maximum grant amount would be \$5,000. The funding for the project would come from the Limited ED Fund.

Single Audit: The City is required to have a single audit of 2024 due to the amount of federal funding the City received in 2024. The contract with Baker Tilly for \$11,500-\$14,000 is included in your packet.

AGRICULTURAL LEASE

THIS INDENTURE, made this ____ - day of January 2025, by and between the City of Edgerton, a Wisconsin municipal corporation, of 12 Albion Street, Edgerton, Wisconsin 53534, hereinafter referred to as Lessor, and Tim Clark, 709 Walker Way, Edgerton, County of Rock, State of Wisconsin, hereinafter referred to as Lessee (collectively, the "Parties").

WITNESSETH, that the Lessor for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the lessee, has by these presents demised and leased to the Lessee the following described property, lying and being in Rock County, State of Wisconsin, to-wit:

Approximately 7.8 acres more or less located in Section 9, City of Edgerton, Rock County, Wisconsin (Tax Parcel No. 6-26-010A) "Parcel". (See map marked as Exhibit A and incorporated by reference herein.)

TO HOLD for the term of five (5) years, beginning on the 1st day of April, 2025, and ending on the 31st day of March, 2030, under the following terms and conditions:

Lessee shall pay rent on or before April 15 of each year in the amount of One Hundred Fifty Dollars (\$175.00) per acre. The total annual rent payment shall be \$1,365. The Lessor shall notify the Lessee by April 1, 2029 of its intention to not extend the lease beyond the termination date of March 31, 2030. If said notice is not made, the lease will extend by one year.

Lessee promises to pay said rent at the times and in the manner aforesaid during the continuance of said term, and not to sublease the said premises or any part thereof, nor assign this lease without the consent of the Lessor, in writing, and to quit and deliver up the same to the Lessor or Lessor's attorney, peaceably and quietly, at end of said term.

And it is further expressly understood by and between the parties hereto, as follows:

1. For purposes of determining the total rent, the actual acreage subject to this lease shall be determined by a method of measurement acceptable to both parties.
2. The Lessor shall retain the right to withdraw up to two (2) acres from the leased area for the purpose of expanding the municipal cemetery or its compost operations during the term of the lease. In such case, the Lessor shall compensate the Lessee at the rate of Ninety Dollars (\$90.00) per acre if said expansion results in the loss of Lessee's crops and if the Lessor's notice is not provided prior to October 1 of the year preceding the withdrawal of any acreage. Lessor is not liable for damage to Lessee's crops.
3. Lessee agrees to refrain from moving any equipment in excess of 26,000 lbs across the City's cemetery roads to access the leased property.
4. The Lessee covenants to exercise good husbandry on said premises and not to "commit waste" to the premises.
5. The Lessee shall maintain said premises during his tenancy in as good condition as at the

beginning of the lease term, normal wear and depreciation and damage from causes beyond the Lessee's control excepted. The Lessor shall maintain any fences. The Lessee may trim or remove trees and brush on the premises, widen or move farm and field entrances that interfere with the Lessee carrying out regular farm operations.

6. And the Lessee further covenants not to remove any of the crops raised on said premises during the term of said lease, until the rent herein specified shall be fully paid, nor to sell the same or any part thereof; and if any crops raised on said premises during said term, shall be removed, or attempted to be removed by any person or persons before the payment of said rent, or if the Lessee shall sell, or attempt to sell said crops, or any part thereof; or if the same or any part thereof shall be claimed or attached, or levied upon by execution, or claimed by any other person or persons, upon any pretense whatsoever, before said rent shall be fully paid, then upon the happening of any of said contingencies, said rent shall immediately become due and payable, and the said Lessor, or his legal representative, shall have the right to enter into the said premises and to take possession of the said crops, or wherever else the same may be found, and remove the same and sell the same, or any part thereof; or if the same shall not be sufficiently matured for harvesting or gathering, to cultivate the same, and to protect and preserve the same until it shall be fit, and then to harvest or gather and sell the same, or any part thereof, at private or public sale, and to apply the proceeds thereof to the payment of the expenses and costs of carrying out the provisions of this lease, and the payment of said rent hereby reserved.
7. Lessor, or his legal representative, may enter upon said premises for the purpose of viewing, or of seeding, and of making repairs or showing the premises to prospective purchasers.
8. The Lessee further agrees to pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing any of the covenants of this lease by the Lessor.
9. Lessee agrees to conform to the State and Local Laws and Statutes regarding noxious weeds, and all Local, State and Federal laws affecting the use of the property.
10. Lessee shall carry general liability insurance in an amount of not less than \$1,000,000 combined single limits and agrees to indemnify and hold the City (or Lessor) harmless from any and all claims, loss or damage from the occupation or use of the leased premises by Lessee. Lessee shall provide to Lessor a certificate of insurance coverage showing Lessor as an additional insured party and shall not cancel such coverage without prior written notice to Lessor.
11. The Parties understand that, with the Lessor's permission, the Lessee may be permitted to utilize the Lessor's ground compost and chips (Material) on the Parcel.

The words "Lessor" and "Lessee" when used herein shall be taken to mean either the singular or the plural as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

SIGNED AND SEALED IN PRESENCE OF:

CITY OF EDGERTON

Lessor:

By: _____
Christopher Lund, Mayor

By: _____
Ramona Flanigan, City Administrator

Lessee:

By: _____
Tim Clark

Client	City of Edgerton
Project	Albion Street (Phase 2) Street & Utility Improvements
Prepared By	Bill Betzig, P.E.

Project No.	25E-01
Date	12/20/2024

The City of Edgerton (hereinafter referred to as the OWNER) has received bids on the 18th day of December 2024 for the "Albion Street (Phase 2) Street & Utility Improvements, Contract 25E-01", (hereinafter referred to as the Project); and

Cedar Corporation (hereinafter referred to as ENGINEER) has been retained by the OWNER to prepare bid tabulations, analyze bid results, and consult with the OWNER on the award of contracts.

The ENGINEER hereby consults as follows:

1. Bids were received from 2 bidders. Bids ranged from a low of \$1,290,871.50 to a high of \$1,364,665.48. A summary of the bid tabulation is attached.
2. Based upon ENGINEER's analysis of the bids received on the above PROJECT, the responsive low bidder is:

R. T. Fox Contractors, Inc.
5628 Hwy M
Edgerton, WI 53534

Bid Amount: \$1,290,871.50

3. R. T. Fox Contractors, Inc., which has completed many projects for the city in the past. The contractor does quality work in the past and we expect the same going forward. Their bid was just slightly over (5%) the engineer's estimate of \$1,227,972.
4. It is understood that by this analysis, that the ENGINEER does not guarantee the Contractor's performance which is covered by the Contractor's bond, but it is a statement by the ENGINEER that the ENGINEER has no information which would lead the ENGINEER to believe that the Contractor does not have the necessary equipment and personnel to complete the PROJECT in compliance with the drawings and specifications within reasonable tolerances generally accepted in the trade.
4. It is further understood that this analysis is not a representation that the ENGINEER has reviewed the proposal for possible legal irregularities which should be a function of the OWNER'S legal counsel, and at the option of the OWNER.

5. It is further understood that in the event that OWNER feels that the Contract should be awarded on some basis other than price, the OWNER should defer further action on this PROJECT until a thorough legal review can be made by OWNER'S legal counsel.



BID TABULATION

ALBION STREET (PHASE 2) UTILITY AND STREET IMPROVEMENTS
CONTRACT "25B-01"
CITY OF EDGERTON
EDGERTON, WI

BID DATE: DECEMBER 19, 2024

PROJECT NAME: Albion Street (Phase 2) Utility and Street Improvements		R. T. Fox Contractors, Inc. 5628 Hwy M Edgerton, WI 53534		Rock Road Companies, Inc. P. O. Box 1818 Janesville, WI 53547-1818			
PROJECT NO: 4894-0114							
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0	ALLOWANCES	C.O.W.	1	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
1	TRAFFIC CONTROL	L.S.	1	\$18,000.00	\$18,000.00	\$6,100.00	\$6,100.00
2	SELECT DEMOLITION OF PAVEMENT, SIDEWALKS AND DRIVEWAYS	S.Y.	710	\$5.00	\$3,550.00	\$8.78	\$6,233.80
3	SELECT DEMOLITION OF CURB AND GUTTER	L.F.	3,215	\$5.00	\$16,075.00	\$5.09	\$16,364.35
4	SELECT DEMOLITION OR ABANDONMENT OF MH'S, INLETS, CBS	EA	6	\$500.00	\$3,000.00	\$909.06	\$5,454.36
5	REMOVAL OR ABANDONMENT OF SEWER UTILITY PIPE	L.F.	140	\$10.00	\$1,400.00	\$36.36	\$5,090.40
6	REMOVAL OR ABANDONMENT OF VALVE BOXES AND VALVE MANHOLES	EA	6	\$500.00	\$3,000.00	\$1,082.75	\$6,496.50
7	REMOVAL AND SALVAGING FIRE HYDRANTS	EA	2	\$1,000.00	\$2,000.00	\$962.45	\$1,924.90
8	SAW CUTTING	L.F.	230	\$3.00	\$690.00	\$4.52	\$1,039.60
9	ASPHALT PAVEMENT MILLING	S.Y.	6,970	\$1.00	\$6,970.00	\$1.70	\$11,849.00
10	EXCAVATION (4,657 CY)	L.S.	1	\$98,000.00	\$98,000.00	\$137,000.00	\$137,000.00
11	EXCAVATION BELOW SUBGRADE (AS ORDERED)	C.Y.	465	\$20.00	\$9,300.00	\$19.75	\$9,183.75
12	SELECT TRENCH BACKFILL MATERIAL SANITARY (AS ORDERED)	TON	525	\$15.00	\$7,875.00	\$10.16	\$5,334.00
13	SELECT TRENCH BACKFILL MATERIAL WATERMAIN (AS ORDERED)	TON	575	\$15.00	\$8,625.00	\$10.51	\$6,043.25
14	PIPE FOUNDATION STABILIZATION SANITARY (AS ORDERED)	C.Y.	25	\$0.01	\$0.25	\$63.70	\$1,592.50
15	PIPE FOUNDATION STABILIZATION WATERMAIN (AS ORDERED)	C.Y.	25	\$0.01	\$0.25	\$63.70	\$1,592.50
16	TEMPORARY STORM DRAIN INLET PROTECTION	EA.	25	\$140.00	\$3,500.00	\$65.00	\$1,625.00
17	TEMPORARY STONE TRACKING PAD	EA.	2	\$1,500.00	\$3,000.00	\$644.05	\$1,288.10
18	GEOTEXTILE SOIL FABRIC, TYPE SAS	S.Y.	7,810	\$2.00	\$15,620.00	\$2.08	\$16,244.80
19	BREAKER STONE SUBBASE COURSE, ROADWAY, 3"	TON	3,835	\$16.00	\$61,360.00	\$15.53	\$59,557.55
20	BREAKER RUN FOR EXCAVATION BELOW SUBGRADE (AS ORDERED)	TON	1,025	\$16.00	\$16,400.00	\$17.41	\$17,845.25
21	CRUSHED AGGREGATE BASE, ROADWAY, 1-1/4"	TON	2,800	\$16.00	\$44,800.00	\$16.41	\$45,948.00
22	CRUSHED AGGREGATE BASE, DRIVEWAY, 3/4"	TON	310	\$16.00	\$4,960.00	\$22.33	\$6,922.30
23	HMA PAVEMENT, 3 LT 58-28 S, LOWER LAYER, 2.25"	TON	880	\$73.00	\$64,240.00	\$71.03	\$62,506.40
24	HMA PAVEMENT, 4 LT 58-28 S, UPPER LAYER, 1.75"	TON	690	\$78.00	\$53,820.00	\$75.44	\$52,053.60
25	SPLIT SEQUENCING OF HMA PAVEMENT PLACEMENT	L.S.	1	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
26	CONCRETE CURB AND GUTTER, 30" BARRIER	L.F.	3,235	\$20.00	\$64,700.00	\$19.09	\$61,756.15
27	CONCRETE SIDEWALK, 4"	S.F.	4,200	\$6.00	\$25,200.00	\$5.66	\$23,772.00

PROJECT NAME: Albion Street (Phase 2) Utility and Street Improvements		PROJECT NO: 4894-0114		R. T. Fox Contractors, Inc. 5628 Hwy M Edgerton, WI 53534		Rock Road Companies, Inc. P. O. Box 1818 Janesville, WI 53547-1818					
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
28	CONCRETE SIDEWALK AND DRIVEWAY, 6"	S.F.	3,300	\$8.00	\$26,400.00	\$7.73	\$25,509.00				
29	DETECTABLE WARNING FIELD	EA.	17	\$350.00	\$5,950.00	\$353.50	\$6,009.50				
30	PAVEMENT MARKING, CENTERLINE, 6" EPOXY	L.F.	350	\$2.50	\$875.00	\$2.50	\$875.00				
31	PAVEMENT MARKING, STOP LINE, 18" EPOXY	L.F.	105	\$8.80	\$924.00	\$8.80	\$924.00				
32	PAVEMENT MARKING, CROSSWALK, 6" EPOXY	L.F.	1,000	\$2.50	\$2,500.00	\$2.50	\$2,500.00				
33	PAVEMENT MARKING, ARROWS, EPOXY	EA.	2	\$125.00	\$250.00	\$125.00	\$250.00				
34	PAVEMENT MARKING, CURB, EPOXY	L.F.	1,360	\$11.25	\$15,300.00	\$11.25	\$15,300.00				
35	TOPSOIL, TURF AND GRASSES	S.Y.	2,720	\$20.00	\$54,400.00	\$8.95	\$24,344.00				
36	TREE, ADIRONDACK CRABAPPLE	EA	4	\$700.00	\$2,800.00	\$629.00	\$2,516.00				
37	TREE, IRONWOOD	EA	3	\$700.00	\$2,100.00	\$713.00	\$2,139.00				
38	TREE, PERISAN SPIRE IRONWOOD	EA	2	\$700.00	\$1,400.00	\$713.00	\$1,426.00				
39	TREE, ROYAK RAINDROPS CRABAPPLE	EA	3	\$700.00	\$2,100.00	\$643.00	\$1,929.00				
40	TREE, STREET KEEPER HONEYLOCUST	EA	2	\$700.00	\$1,400.00	\$741.00	\$1,482.00				
41	TREE, AMERICAN DREAM SWAMP WHITE OAK	EA	3	\$700.00	\$2,100.00	\$832.00	\$2,496.00				
42	TREE, AUTUMN GOLD MAINDENHAIR TREE	EA	2	\$700.00	\$1,400.00	\$916.00	\$1,832.00				
43	TREE, SKYLINE HONEYLOCUST	EA	2	\$700.00	\$1,400.00	\$741.00	\$1,482.00				
44	TREE, JEFFERSON ELM	EA	3	\$700.00	\$2,100.00	\$671.00	\$2,013.00				
45	TREE, NEW HARMONY ELM	EA	4	\$700.00	\$2,800.00	\$671.00	\$2,684.00				
46	TREE, GOLDEN COL MAINDENHAIR TREE	EA	1	\$700.00	\$700.00	\$916.00	\$916.00				
47	TREE, RUBY RED HORSECHESTNUT	EA	2	\$700.00	\$1,400.00	\$797.00	\$1,594.00				
48	TREE, HACKBERRY	EA	2	\$700.00	\$1,400.00	\$734.00	\$1,468.00				
49	WATER MAIN, DUCTILE IRON, 8"	L.F.	1,500	\$148.00	\$222,000.00	\$143.27	\$214,905.00				
50	WATER SERVICE PIPE, COPPER, 1.0"	L.F.	520	\$65.00	\$33,800.00	\$72.64	\$37,772.80				
51	WATER SERVICE CORPORATION VALVE, 1.0"	EA.	24	\$500.00	\$12,000.00	\$897.75	\$21,546.00				
52	WATER SERVICE CURB VALVE, 1.0"	EA.	11	\$1,000.00	\$11,000.00	\$700.97	\$7,710.67				
53	HYDRANT	EA.	2	\$10,000.00	\$20,000.00	\$6,250.90	\$12,501.80				
54	CONTROL VALVE AND BOX, GATE, 8"	EA.	7	\$4,000.00	\$28,000.00	\$2,874.09	\$20,118.63				
55	CONTROL VALVE AND BOX, GATE, 6"	EA.	2	\$3,000.00	\$6,000.00	\$2,146.47	\$4,292.94				
56	CONNECT TO EXISTING	EA.	6	\$3,000.00	\$18,000.00	\$4,237.44	\$25,424.64				
57	HYDRANT LEADS (6" DI)	L.F.	20	\$130.00	\$2,600.00	\$107.22	\$2,144.40				
58	INSULATION BOARD FOR FROST SHIELD	S.F.	288	\$20.00	\$5,760.00	\$3.18	\$915.84				
59	SANITARY SEWER SERVICE LATERAL, PVC SDR 35, 6"	L.F.	700	\$76.00	\$53,200.00	\$53.67	\$37,569.00				
60	SANITARY SEWER MAIN, PVC SDR 35, 8"	L.F.	1,131	\$79.00	\$89,349.00	\$110.88	\$125,405.28				
61	SANITARY SEWER SERVICE BRANCHES, 8"X6"	EA.	24	\$100.00	\$2,400.00	\$1,597.97	\$38,351.28				

PROJECT NAME: Albion Street (Phase 2) Utility and Street Improvements		R. T. Fox Contractors, Inc. 5628 Hwy M Edgerton, WI 53534		Rock Road Companies, Inc. P. O. Box 1818 Janesville, WI 53547-1818			
PROJECT NO: 4894-0114							
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
62	STANDARD SANITARY MANHOLE	V.F.	33	\$600.00	\$19,800.00	\$613.86	\$20,257.38
63	SANITARY CASTING, TYPE E	EA.	4	\$1,000.00	\$4,000.00	\$1,088.70	\$4,354.80
64	CONNECT TO EXISTING SANITARY PIPE	EA.	3	\$1,000.00	\$3,000.00	\$3,418.18	\$10,254.54
65	SANITARY SEWER SERVICE CLEANOUTS	EA.	2	\$500.00	\$1,000.00	\$1,576.24	\$3,152.48
66	TELEVISION SANITARY SEWER	L.F.	1,131	\$3.00	\$3,393.00	\$7.00	\$7,917.00
67	STORM MANHOLE AND INLET RIM ADJUSTMENTS	EA.	13	\$500.00	\$6,500.00	\$862.08	\$11,207.04
68	STORM SEWER, RCP, 12"	L.F.	42	\$80.00	\$3,360.00	\$106.13	\$4,457.46
69	STORM SEWER, RCP, 15"	L.F.	45	\$85.00	\$3,825.00	\$114.12	\$5,135.40
70	STORM SEWER, RCP, 18"	L.F.	400	\$100.00	\$40,000.00	\$86.07	\$34,428.00
71	STORM MANHOLE, TYPE I	V.F.	6	\$500.00	\$3,000.00	\$577.93	\$3,467.58
72	STORM MANHOLE, TYPE II (WITH OVERFLOW WEIR)	V.F.	5	\$1,000.00	\$5,000.00	\$1,060.51	\$5,302.55
73	STORM INLET, TYPE III	V.F.	13	\$400.00	\$5,200.00	\$825.36	\$10,729.68
74	STORM CASTING, TYPE HL	EA.	3	\$1,000.00	\$3,000.00	\$1,355.53	\$4,066.59
75	STORM CASTING, TYPE HR	EA.	1	\$1,000.00	\$1,000.00	\$1,355.53	\$1,355.53
76	STORM CASTING, TYPE E	EA.	2	\$1,000.00	\$2,000.00	\$1,188.58	\$2,377.16
77	INSTALL SALVAGED STORM CASTING	EA.	5	\$300.00	\$1,500.00	\$700.66	\$3,503.30
78	CONNECT TO EXISTING STORM STRUCTURE	EA.	3	\$2,800.00	\$8,400.00	\$1,178.05	\$3,534.15
UNIT PRICE BID SCHEDULE A					\$1,290,871.50		\$1,364,665.48

**DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF EDGERTON AND
FOURSIGHT, LLC**

THIS AGREEMENT is entered into by and between the City of Edgerton a municipal corporation of the State of Wisconsin located in Rock County, hereinafter called "City", and Foursight, LLC, hereinafter called the "Developer" (collectively, the "Parties").

RECITALS

WHEREAS, the Developer is the owner of certain property located in the City of Edgerton, being more particularly described as shown on attached Exhibit A ("Development Land"); and

WHEREAS, the City has previously approved the preliminary CSM of the Developer's subdivision located in the Development Land known as "Diane Drive Extension"; and

WHEREAS, the Developer has submitted for approval by the City a proposed final CSM for the Diane Drive Extension, and

WHEREAS, Section 236.13 of the Wisconsin Statutes provides that as a condition of CSM approval, the City may require that the Developer make and install any public improvements reasonably necessary, or in the alternative that the Developer be required to execute a surety bond or such other acceptable financial guarantee to ensure that those improvements will be made within a reasonable time; and

WHEREAS, that the City may further condition acceptance for dedication of public streets, or other ways upon the construction of such improvements according to City specifications and without cost to the City; and

WHEREAS, a Subdivision Control Ordinance Chapter 442 of the Municipal Code of the City of Edgerton regulates divisions of land within the City and provides that certification of a final CSM by the City Administrator shall be conditioned upon installation of all improvements required by the City, or in the alternative, the provision of sufficient sureties or other acceptable financial guarantee ensuring the installation of all improvements required; and

WHEREAS, this Agreement is entered into in fulfillment of the requirements of the Municipal Code of the City of Edgerton.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated into and made a part of this Agreement, and of the approval and adoption by the City of the final CSM of Diane Drive Extension prior to the completion and installation of all required improvements for the Development Land, the Parties agree as follows:

ARTICLE I - REQUIRED IMPROVEMENTS

1.01 Generally. The Developer, entirely at its own expense, shall erect, design, and install as herein provided, the improvements required by the Municipal Code in accordance with the provisions of said Code to the satisfaction and approval of the City Engineer, the Public Works Director and the Utilities Director. Such work shall be completed within the time specified herein and in strict accordance with the instructions and information contained in this contract, the performance bond, and the plans and specifications.

The Developer may employ any general contractor or subcontractors for the construction of the Improvements contemplated herein. The contractors and subcontractors (collectively "Contractors") must however, be pre-qualified by the City in the sole reasonable judgement of the City Engineer. Prior to the commencement of any construction of the Improvements, the Developer shall provide to the City Engineer a list of all Contractors who will perform work upon the Improvements. No Contractor shall commence work upon any Improvement until written approval is given by the City Engineer.

1.02 The following are the improvements that have been required by the City Council for all the Development Lands as part of the final CSM approval process for Diane Drive Extension and to which this contract applies ("Improvements"):

(1) Survey Monuments. The Developer shall install survey monuments placed in accordance with Section 236.15, WI Stats.

(2) Grading and Surfacing of Public Streets. All Development streets shall be graded and surfaced in accordance with the approved plans and specifications and shall be located and be of the dimensions as depicted on the proposed final subdivision CSM, the approved plans and Appendix A. Grading shall include establishing of grades to within 6 inches of final grade for the public sidewalk and terraces. The Developer is required to obtain easements and install retaining walls if grading is required outside the right-of-way on properties not owned by the Developer. The final layer of bituminous pavement shall not be installed until a minimum of six months have occurred since the initial layer of bituminous pavement was installed and shall be installed no later than November 1 of any year. Manholes shall be set to the final course elevations and temporarily ramped until the final layer of bituminous pavement is installed. All pavement shall be laid following proof rolling of subgrade at the direction and approval of the City Engineer. The final layer of bituminous pavement shall be installed no later than one year after the initial layer of bituminous pavement was installed. If Developer elects to postpone the installation of the final lift of bituminous pavement, the Developer must either place adequate funds in escrow with the City or provide a letter of credit in the amount of the cost of the final lift.

(3) Curb and Gutter. All Development streets shall have curb and gutter in accordance with the approved plans and shall be located and be of the dimensions as depicted on the proposed final CSM and approved plans.

(4) Sidewalks. Sidewalks, if required, shall be the responsibility of the individual property owners and shall be constructed within the Development as required and approved by the City.

(5) Sanitary Sewerage Systems. The Developer shall design and submit to the City Engineer and Municipal Services Director for approval all proposed plans and specifications, including the laterals from the main to the lot line, for all sanitary sewerage system facilities, in accordance with the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct sanitary sewers to provide sanitary sewerage service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(6) Other Utilities. The Developer shall be responsible for and cause electrical power, and natural gas facilities to be installed in such manner as to make proper and adequate service available to each lot in the Development. Where practical, none of such services shall be located on overhead poles. Plans indicating the proposed location of all such utilities to service the Development shall be approved by the City Engineer and in accordance with the approved plans.

(7) Street Signs. The City will provide and install all street signs at the Developer's expense.

(8) Street Lights. The Developer shall provide and install streetlights in accordance with the plans and specifications approved by the City. Streetlights shall be a type that Alliant Energy will maintain.

(9) Sediment Control. The Developer shall comply with the Municipal Code and the requirements of the Wisconsin Department of Natural Resources, the City Engineer, and the approved plans and specifications concerning sediment control during construction. Erosion control plans shall be required throughout the construction of improvements. After approval of the erosion control plans and specifications, and before any land surface disturbances are made in the Subdivision, Developer shall, without cost to the City, provide all erosion control measures in accordance with the approved plans and specifications and continue to maintain erosion control until proper ground cover has been established.

(10) Water Systems. The Developer shall design and submit to the City Engineer and Utility Director for approval all proposed plans and specifications, including the laterals from the main to the terrace, for all water system facilities, in accordance with the requirements of the Municipal Code and the approved plans. The City Engineer has the right to require document revisions and modifications in the best interests of the City. The Developer shall construct the water systems to provide water service to each lot within the Development in accordance with the approved plans, specifications and Exhibit C.

(11) Storm Water Management. The Developer shall construct storm water drainage facilities, which include catch basins and inlets, storm sewers, road ditches, and open channels as shown on the approved CSM. All such facilities shall be of proper size and grade to hydraulically accommodate maximum potential volumes of flow; type of facility required, the design criteria, and the size and grades are to be in accordance with the approved plans, specification and Exhibit C. The storm drainage facilities shall be designed to prevent hazard to life or property.

The Developer shall design and construct a storm water management system utilizing drainage swales, easements and detention areas all of which shall be designed and constructed to minimize removal of established tree growth. Landscaping within these areas that are disturbed shall be seeded within 7 days of final grading of topsoil to inhibit erosion.

(12) Street Trees. One (1) street tree per residential lot, and one additional street tree for every fifty (50) feet of street frontage for lots having more than fifty (50) feet of street frontage, shall be provided on all residential lots prior to the issuance of an occupancy permit. For residential corner lots, one street tree shall be planted per every fifty (50) feet of street frontage along each street. The installer shall obtain a permit from the Director of Public Works prior to planting the street tree in accordance with City of Edgerton Ordinance 361-7(B).

ARTICLE II - CONSTRUCTION AND INSPECTION

2.01 Generally. The Developer, entirely at its own expense, shall construct and install all improvements and provide all plans, specifications and other documents in accordance with the Municipal Code or as required by the City Engineer.

2.02 Preconstruction Meeting. Prior to the commencement of any work upon the Improvements ("Work") within the Development Land, the Developer shall make arrangements with the City staff to hold a preconstruction meeting.

2.03 Inspection. The Developer, prior to any Work upon the Development Land, shall make arrangements with the City Engineer to provide for adequate inspection during construction. Said Engineer and/or his inspector shall inspect and approve all Work to assure that the approved plans, specifications and ordinances (or other regulations) of the City or other governmental authority are in compliance. City Engineer, his inspectors, representatives or agents must be present for all underground construction. The City Engineer shall approve all Work prior to release of the sureties.

(1) The City Engineer, his inspectors, representatives or agents shall, at all times, have unrestricted access to all Work and to other places where or in which the preparation of materials and other places where or in which the preparation of material and other integral parts of the work are being carried on and conducted.

(2) Developer shall provide all facilities and assistance requested or required to carry out the inspection by the City Engineer, his inspectors, representatives or agents

(3) Inspection of the Work by these authorities or their representatives shall, in no matter, be presumed to relieve, in any degree, the responsibility or obligations of the Developer or to constitute Developer as agent to the City.

(4) No material of any kind shall be used in the Work until it has been inspected and accepted by the City Engineer or his inspector. All rejected material shall be immediately removed from the premises. Any material or workmanship found at any time to be defective shall be replaced or remedied at once regardless of previous inspection. Inspection of material shall be promptly made, and where practicable, at the source of supply.

(5) Whenever the specifications, the instructions of the City Engineer, or the laws, ordinances or regulations of any public authority require work to be specifically treated or approved, contractor shall give the City Engineer a minimum of 48-hour notice of its readiness for inspection, and if the inspection is by another authority, the date fixed for such inspection.

2.04 Developer and contractor or person doing or contracting to do any of the Work shall keep himself fully informed of the national and state laws and municipal ordinances and regulations in any manner affecting the Work and shall, at all times, observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify the City, its officers, agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations.

2.05 The Developer shall secure, at his own expense, all necessary certificates or permits from municipal or other public authorities, required in connection with the Work or any part thereof and shall give notices required by law, ordinance or regulation. He shall pay all fees and charges incident to be due for the lawful prosecution of the Work and any extra work performed by him.

2.06 Building and Occupancy Permits. No building permits shall be issued until the following conditions are met: the plans comply with all City Ordinances and the Uniform Dwelling Code; the crushed aggregate base course to final grade for the street (public or private) is installed allowing ingress and egress to the building or the City Engineer has approved the street improvements as being acceptable to allow ingress and egress to the building; the curb and gutter has been installed or if curb and gutter has not been installed, the Developer has confirmed via a survey that the footing elevation will result in the correct Finished Floor Elevation per the approved plans, the final CSM has been signed; the road right-of-way has been dedicated, and all fees required under this Agreement or otherwise by City ordinances related to the development have been paid in full.

Occupancy permits will not be granted until the paved driveway and lawn are installed on the lot for which an occupancy permit is sought, unless the Developer has placed an amount no less than the cost to install these improvements in escrow with the City.

2.07 Required Plans. The Developer shall submit for approval to the City and the City Engineer all plans, profiles and specifications required by the Municipal Code. At least two (2) copies of the plans and specifications shall be filed with the City Clerk, together with two (2) sets of plans and specifications to the City Engineer. Required plans for improvements shall include, but not be limited to the following:

- (1) Sanitary sewer plans;
- (2) Street profile plans;
- (3) Water main plans;

- (4) Drainage plans;
- (5) Grading plan;
- (6) Erosion control plans.

2.08 Record Documents. The Developer shall supply one full size print copy and 2, 11x17" print copies of all final plans to the City to include as-built information for all improvements in Diane Drive Extension. Public improvements will not be accepted until the City receives record drawings.

ARTICLE III - DEDICATION AND ACCEPTANCE

Subject to all of the other provisions of this Agreement and any exhibits attached hereto, the Developer hereby, without charge to the City, upon the completion of sanitary sewer extensions, water main and the required tests including water pressure test, mandrel test, television tape of the sewer and safe water sample, unconditionally gives, conveys and fully dedicates the same to the City free and clear of all encumbrances whatever, together with and including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, public streets, and public street lighting fixtures which may, in any way, be a part of or pertain to such Improvements, including any and all necessary easements for access to such Improvements. After acceptance by the City, the City shall have the right to connect or integrate other sewer and water facilities as the City determines, with no payments or other consideration, award to, or consent required of the Developer it's successors or assigns.

Developer shall cause all Developer-owned property (including unsold lots, parkland and walkways) in the subdivision to be mowed at least two times per year as regulated in Section 288-3 of the City of Edgerton Municipal Code. The City Inspector may require additional mowing if the City Inspector determines that a health, safety or sanitary hazard exists. If mowing is not completed within a reasonable time, the City will perform the work and bill it to the Developer. The Developer's obligation with respect to mowing and maintenance of parkland, walkways and other areas to be dedicated to the City shall terminate upon completion and acceptance of both the dedicated areas and the Improvements required by this agreement.

ARTICLE IV - PAYMENT OF FEES

4.01 Generally. The Developer shall pay an amount equal to the actual cost incurred by the City for work related to the review of the CSM or any certified survey map, and of the for all expenses, costs and disbursements including inspection costs, engineering fees, legal fees, technical fees, and administrative costs necessary to assure that the construction of the required improvements for the development are in compliance with the plans, specifications and ordinances of the City. Unless required to be paid as a condition of the approval of this Agreement, such amount shall be paid within 30 days after being billed therefore. Interest of one -and-one-half percent (1 1/2%) per month shall be charged on invoices not paid within thirty days of billing.

4.02 Parkland Dedication Fee. The Developer shall advise each Individual Lot Owner of its obligation to pay to the City a Park Land Impact Fee of \$338.72 / residential unit at the time a building permit is issued for the structures constructed on the lots.

4.03 Park Improvement Impact Fee. The Developer shall advise each Individual Lot Owner of its obligation to pay to the City a Park Improvement Impact Fee of \$552.19 / residential unit at the time a building permit is issued for the structures constructed on the lots.

4.04 Street Sign Fee. The Developer shall pay to the City Treasurer the cost of purchasing and installing all street signs, culvert posts, and guardrails.

4.05 CSM Fee. The Developer shall pay a \$10/lot CSM fee.

4.06 Escrow for Fees and Costs. Further the Developer shall deposit with the City Treasurer, in escrow, the sum of \$5,000 to ensure the payment of all fees and costs. In the event that the amount deposited with the City Treasurer falls below 25% of the amount required to be deposited, the City shall have the option of requiring the

Developer to replenish the escrow to the original amount required hereunder. The escrow amount shall not draw interest for the benefit of the Developer. The City Treasurer shall provide an invoice for fees and cost incurred which the Developer shall pay within 30 days of the invoice date. The City Treasurer, with the approval of the City Council, shall have the right to draw upon the escrow to reimburse the City for fees that are in arrears. In the event the Developer defaults in establishing or replenishing the escrow, the City shall not be required to act further upon the Developer's request.

ARTICLE V - SPECIAL PROVISIONS

5.01 Sewer Connections. In accordance with the rules and regulations of the City, the Developer has been authorized to make sewer connections for all potential dwelling units in this Development, subject to the provisions of this Agreement. The Developer shall provide a recorded copy of all easements needed to provide sanitary sewer service.

5.02 Wetland and Floodplain Conditions. It shall be an explicit condition that the Developer shall comply with application regulations and shall obtain necessary approvals, if any, in writing from the appropriate agencies relative to wetlands and floodplain areas that may be on the subject site. Approval of the subject site plan by the City Plan Commission shall not be construed to be City approval of intrusions into wetland or floodplain areas, or City approval of filling or modifications to wetlands or floodplain areas.

5.03 Water Connections. In accordance with the rules and regulations of the City and the public service commission, the Developer has been authorized to make water connections for all potential dwelling units in this development, subject to the provisions of this Agreement.

ARTICLE VI - FINANCIAL GUARANTEE

6.01 Amount. The Developer or its contractors at its discretion shall post surety bond or deposit with the City prior to commencement of construction of the Improvements an irrevocable letter of credit or other acceptable financial guarantee which shall assure the faithful performance of the Developer's obligations under this Agreement. The amount of guaranty shall be reduced from time to time in amounts equal to the value of improvements which have been installed, completed and accepted by the City or shall be increased in the event of delay in the installation of improvements and the escalation of costs. In no event shall the amount of the guaranty be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted, plus 10 percent. The City is hereby authorized to contact directly the Developer's or contractor's financial agent from time to time regarding the sufficiency of the financial guaranty.

6.02 Form. The City Attorney shall approve an acceptable Performance Bond, or other acceptable financial guarantees as to form ("Financial Guarantees"). Financial Guarantees shall be payable to the City and shall be conditioned upon and guaranty to the City the performance by the Developer of its obligations under this Agreement.

6.03 Liability Not Released. All Financial Guarantees given hereunder are security devices only which in no manner limit the liability of the Developer to the City, however arising and regardless of the amount.

ARTICLE VII - GUARANTEE AND INDEMNIFICATION

7.01 Guarantee of Improvements. The Developer shall guarantee all dedicated Improvements against defects due to faulty materials or workmanship which appear within one year from the date of acceptance, as provided in this Agreement. The Developer shall repair or replace any such Improvements as required by the City Engineer to eliminate such defects.

7.02 Contractor Insurance. Contractors engaged by the Developer to perform the Work required by this Agreement within public rights-of-way shall, prior to commencing such work, shall submit to the City proof of the following coverages:

- (1) Unemployment and workers compensation insurance which is in strict compliance with State laws.

(2) Personal and public liability insurance having limits of not less than \$1,000,000.00.

(3) Property damage insurance having limits of not less than \$500,000.00.

(4) Fire and extended coverage, which shall insure against losses and damage to completed work, materials or equipment until the City has accepted the same.

7.03 Indemnification and Insurance Required of Private Contractors. The Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site or elsewhere in connection with this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work in connection with this agreement, except where such suit is brought by the Developer. The Developer acknowledges and agrees that the Developer is not an agent or employee of the City.

The Developer shall require all contractors engaged in construction related to this development site to comply with the City's contract requirements pertaining to damage claims, indemnification of the City, and providing insurance coverages established by the City. The Developer shall also require contractors engaged in the construction at this development site to maintain a current Certificate of Insurance on file with the City Clerk.

ARTICLE VIII - TIME OF COMPLETION

8.01 Completion Date. The Developer shall complete the Improvements required by this Agreement except for the final layer of bituminous pavement within 12 months from the start of infrastructure construction. The final layer of bituminous pavement shall be installed in accordance to Section 1.02(2).

ARTICLE IX - GENERAL PROVISIONS

9.01 CSM Regulations. All provisions of the City's Subdivision and Zoning Ordinances which are not waived, inconsistent with, or in conflict with any of the provisions of this Agreement, are incorporated herein by reference and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth herein, except to the extent waived by the City.

9.02 Agreement for Benefit of Purchaser. The Developer agrees that in addition to the City's rights herein, the provisions of this Agreement shall be for the benefit of the purchaser of any dwelling unit, building, lot or parcel of land within the development.

9.03 Amendments. This Agreement may be amended or modified only by an instrument in writing executed by all of the parties to this Agreement. Any waiver of municipal code provisions by the City shall be in writing by the City, and does not require the signature of other parties to this Agreement.

9.04 Ownership. The Developer certifies to the City that all of the owners of the real estate within said development and all of the land contract vendors and/or mortgages having interest in said simple, subject to matters and interests disclosed on title Evidence and CSM.

9.05 Default. A default is defined as the breach by either party of, or failure to comply with, the terms of this Agreement. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the surety bond provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction in the approved final CSM and prohibiting the transfer or sale of lots.

In the event the Developer does not complete installation of the improvements required by this Agreement within 30 days after the City has served notice of default upon the Developer, the City may complete the same and take title thereto. The costs of doing such work shall be collected as provided in Article VI of this Agreement.

9.06 Consequential damages as a Result of Breach. If Developer breaches this Agreement, or any part thereof, Developer agrees to pay all reasonable engineering, inspection, consulting and legal fees or expenses incurred by the City as a direct or consequential result of such default.

ARTICLE X - NON-ASSIGNMENT

This Agreement is binding upon the Developer, the Developer's mortgagees, contractors, agents, officers, employees, personal representatives, guardians and trustees and it shall not be assigned by the Developer to any individual, firm, partnership or corporation without the express approval of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF EDGERTON, WISCONSIN

By: _____
Christopher W. Lund, Mayor

ATTEST:

By: _____
Ramona Flanigan, City Administrator

STATE OF WISCONSIN)

)ss.

ROCK COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named, Christopher W. Lund Mayor, and Ramona Flanigan, City Administrator of the City of Edgerton, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledged the same. _____

Notary Public, Wisconsin
My Commission: _____

[signatures continued on next page]

FOURSIGHT, LLC

By: _____
_____, Manager

STATE OF WISCONSIN)

) ss.

ROCK COUNTY)

Personally came before me this _____ day of _____, 2025, the above-named, _____, as Managing Member of FOURSIGHT, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin

My Commission: _____