

#### REDEVELOPMENT AUTHORITY MEETING AGENDA

December 28, 2023 at 5:00 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

#### 1. CALL MEETING TO ORDER

A. Roll Call

#### 2. PUBLIC COMMENT

Please be advised per State Statute Section 19.84(2), information will be received from the public. It is the policy of this Village that Public Comment will take no longer than 15 minutes with a three-minute time period, per person, with time extension per the Chief Presiding Officer's discretion. Be further advised that there may be limited discussion on the information received, however, no action will be taken under public comments.

#### 3. PREVIOUS MEETING MINUTES FROM COMMISSIONS AND COMMITTEES

B. RDA MEETING MINUTES NOVEMBER 2, 2023

- 4. **NEW BUSINESS** 
  - C. TID 2 Planning and Design Award
- 5. CONSIDERATION OF ITEMS FOR FUTURE AGENDA
- 6. ADJOURNMENT

NOTE: Requests from persons with disabilities who need assistance to participate in this meeting or hearing should be made at least 24 hours in advance to the Village Clerk's office at (715) 693-4200 during business hours.

Posted: 12/27/2023 Kronenwetter Municipal Center and <a href="www.kronenwetter.org">www.kronenwetter.org</a>
Faxed: WAOW, WSAW, WSAU, and Mosinee Times | Emailed: Wausau Daily Herald



#### REDEVELOPMENT AUTHORITY MEETING MINUTES

November 2, 2023 at 5:00 PM

Kronenwetter Municipal Center - 1582 Kronenwetter Drive Board Room (Lower Level)

#### 1. CALL MEETING TO ORDER

A. Roll Call

**PRESENT** 

Trustee and chair Christopher Eiden

President Chris Voll

Pat Kilsdonk

Randy Fifrick

**ABSENT** 

Terry Radtke

Lane Loveland

Lee Pastika

Staff present: Clerk Planning Technician William Gau, Lisa Kerstner Finance Director/Treasurer, Leonard Ludi Public Works Director

5:01 P.M.

#### 2. PUBLIC COMMENT

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Bernard Kramer 2150 East State 153 Kronenwetter WI 54455

inquired about future borrowing intentions for TID 2 and voiced concerns over the need for establishing new borrowings when significant land already exists under TID ownership. He highlighted apprehensions about the debt level and the anticipated proposals that might result in borrowing and additional investments in TID lands without concrete commitments from developers.

5:07 P.M.

#### 3. REPORT FROM STAFF

a. Treasurer Report

Lisa, RDA committee compensation needs to be updated.

Randy, questioned from last meeting the general liability general fund from TID 1 and what the status of that was with the auditor Where large sum came from.

Lisa, Email has been sent to auditor. Lisa's idea thinks it has to do with year 2021.

Randy, Page 5 for TID 2 tax guaranty to developers for \$4,500. That was for the sale for Denyon Homes. The tax line item guarantee should would be more of a development agreement and if they don't meet that agreed amount the money would come from there.

Lisa, Denyon Home is still in the works 5:09 P.M.

#### 4. **NEW BUSINESS**

a. Discussion: Ehlers Presents 2023 TID 2 Cash Analysis

Brian Raymer of Ehlers provided a thorough review of TID 2 cash flow analysis, highlighting that the district's expenditure period concludes in the following year, drawing attention to the financial review motives.

Randy, the numbers for 2020-2022 tax rate jumps 26.96 and those numbers in the packet don't match with what was actual had for those dates. 2023 for example shows 1.5 million and actual was 980,000. Brian explains that the tax rate discrepancy could come from that there is two school districts and one is not in the TID.

Lisa, Randy, Confirm Mosinee school district has a lower tax rate than Everts school district. Randy, Points out other discrepancy.

Brian, Explains the flow of the packet running chronologically top to bottom with revenues and cash flow. Even with revenue discrepancy the amount of revenue that is there in the Districts should be able to cover the costs. Closer years changes correct is probably in 2032 instead of 2029 when cost is paid off. Brian would recommend like the DOR recommends ultimately vetted by the Village Attorney and the Village puts final stamp on what is eligible for project cost. There is ability to recoup sewer expenditures. Inflation can be considered.

Lisa, explains that Kim Manley sent an email to the DOR, but she had indicated that an amendment wont not be need because each amendment builds on a previous one unless these next amendment states avoids previous amendment.

Randy, disagrees with that based on the way the Village has it written because the way it is done the tables explain that the total original costs and amendment 2 takes that all back. We can't say we are going to spend 4 million right away and then cut back on specific projects to 2 million and then go back to the original one. The original one is vague and we should consider other tax jurisdictions mainly marathon county and we should keep them happy.

Lisa, Randy and Brain explains the Village can have one more amendment for boundaries being four totals but can have more tax amendments.

Brian concludes that the financial analysis and that the amount can pay for the number of projects. May be longer period of time but can be done.

Randy, asks Lisa to pull tax rates for the last couple of years. Notice discrepancy for Mosinee tax rate. Brain, asks if that is assessed rate or equalized rate.

Lisa, thinks it's the assess rate

Brain explains that the difference would exist because of economic value of appreciate value.

Randy is asking for more accurate numbers.

Lisa and Brian said they will get more accurate numbers.

Randy, TID number 2 has room to spend money. Money should be used for infrastructure needs from TID 2 in In TID 2 and not from general founds.

b. Discussion and Possible Action: TID 3 and TID 4

Lisa, explains that there was a need for a budget amendment for funds to get Ehlers to look at TID 3 and 4 which was supposed to go to the board but didn't make it to the board and now she wants to know after looking at Ehlers report if RDA wants to proceed with the analysis and do the budget amendment.

Randy, What's the cost?

Lisa and Brain, 3 and 4 for 2,000 each and 250 a meeting for each.

Randy, says analyses should be done for TID 4 and TID 1. He is scared where the village is at with TID 1 and where the progress is at right now.

Lisa and Randy agree that TID one will never come out.

Lisa, TID 4 will come out near end of the district and TID 3 will be fine.

Randy, advantage of doing all three districts it could have the possibility to close TID 4 a year early.

Pat, Is there any possibility for development in in TID 1.

Chris V, He heard that there may be interest in TID 1 do to the changes with flood plane changes.

Several years ago, Rodger put together proforma that outlined that TID 1 would break even toward the end.

Randy, TID 1 has limited options. Possibly Schuette metal.

Chris V, explains Bill Scofield came with a plan that did go through.

Randy, someday someone will find that land appealing. Is a motion needed?

Lisa, Looking for direction.

Randy, claims it makes sense do it all at once.

Lisa and Chris v, talk about leaving TID 1 out of review plan because it wasn't worth it.

Randy, claims that a review should be done on TID 1 because uncertainty of numbers.

Lisa, talked about how we could do all of the TIDs but focus on TID 3 and 4 till TID one gets approved by APPC.

RDA Directs staff to start on TID 3 and 4.

5:45 P.M.

c. Discussion and Possible Action: TID 2 Project List

Committee asked staff to provide more information on cost to infill structures such as roads and sewer.

Lisa explains that Brad came up with a list of roads that need to be completely redone along with an old list. RDA needs to figure out which ones to focus on in order to figure out the budget.

Leonard, explains that when the roads were built there was a lot of rock and that the infill structure most likely needs to be redone. Rob from RPS met with Leonard, Brad, and Mark and talked about what was on the original list. Beranek road reconstruction trails and utilities, Flanner Road, Jamroz Lane and Village road reconstruction and drainage are on the list for TID 2.

Lisa, more money should be spent on Kronenwetter Drive for more heavy stone because of truck traffic. Lift stations 8 and 4 would be influenced on what can be spent.

Randy, Cost estimation Leonard?

Leonard, didn't have a cost estimation but it would be based of the miles, utilities, sewer and water.

Lisa, Kim M. said we should look under the road when doing a project like this.

Randy, suggested we get some estimate on the cost. That is putting the people there that the TID should pay for it. If managed properly we can get a bid out next fall for a 2025 spring project for construction in maximizing the TID dollars. Flexibility in TID law. Get numbers for that if we do it for 2025 so it won't worry about it in our discussion for the 2024 budget.

Lisa, Lift station 8 and 4 are 1.7 million.

Lisa, Chris E., Randy talks about stations needing to be done.

Randy, estimates need to be done and that we don't have to do everything on the list.

Lisa, Brad suggested Flanner.

Chris V., suggested Old high way 51 bike trail extension.

Chris v., Randy, Talk about ideas for bike trail.

Chris V., suggested those projects and get estimates with projects. Lift stations had been approved by Village Board.

Lisa, questioned if that was based on if an amendment was needed.

Brain, suggested there was unspent sewer costs in project plan. Village call. Talk to Village attorney. So, you are prepared to take it to the joint review board. You have your backing even if you don't need it

5:59 P.M.

d. Discussion and Possible Action: 2024 Budget – TID 1, 2, 3, and 4

Lisa, In-depth budget reviews for each of the TIDs ensued with particular focus on projected property tax revenues, adjustments in staff allocations, and variances between previous forecasts and present evaluations. For TID 2, modifications were suggested to align administrative expenses accurately with the expected workload, and consulting support was deemed crucial to guide budget processes

considering the upcoming expansive works. 2024 Administrator and Finance Director take a percentage of salary out of TID 1, TID 3, and TID 4. TID 2 would take 5 percent. RDA compensation 50 bucks a TID. Based off of debt schedule. 6000 dollars more revenue. TID 3 will bring in 59,000 more in revenue and already have petty cash 101,000 already. TID 4 will bring in 41,000 and then based on cash on hand they are positive by 139,000 and that's with still paying off their debt. TID 2 money borrowed vary on the potential projects being done. Engineering of 50,000 budget for 2023 can be cared over to 2024 budget. Everything not used can be cared over into 2024 budget. This would be needed to know in order to know what is needed for loans. Can there be funds set aside for Ehlers help in the Loan process. Any suggestions on TIDs.

Randy, Lisa explain what yellow box with assets cash on hands savings account local government investment pool mean.

Lisa, as of 9:30 this is the cash on hands for all three accounts.

Randy what about TID 1 Being negative.

Lisa, I think that is where 1.5 came from.

Pat, running on deficit.

Randy, all four districts revenue projections don't seem right. TID 1 estimated year end was 250,000 and we are projecting 377,000. Equalize value only went up 1 percent. Unless tax rate is changing that significantly, which I hope not. In order to see that increase you would need to see something of value. TID 3 had Dayton Freight added but the others are questionable. If property tax revenue goes up dramatically it would have a reverse effect on guarantee for developers.

Pat, are we getting all the guarantees we have made in the past with developers?

Randy, Woods Equipment TID 1, G3 TID 4, Kenworth met theirs. Most likely the single-family homes in TID 2 made theirs.

Lisa, confirms from what she knows it was all checked.

Chris V., questions M & J has met their agreement.

Lisa, will check into M & J.

Randy, suggests TID 1-4 as amended that Administrator wage go up 10 percent from TID 2, Public Works Director wage go up 5 percent from TID 2, Community Development Director and Financial Director wages go up 1 percent from TID 1, 3, 4 and up 5 percent from TID 2. How is TID loans and general fund been tracked. It should be tracked.

Lisa, explains fund sheets for loans are on different balance sheets which has not figured out what the thought process was before she got there.

Pat, what was description dollar amount for funds.

Lisa, 350 has debt services.

Randy, money should be allocated for consulting in TID 2 and should be allocated for other TIDS. What is in the budget should be good.

Lisa talked about plan options.

Randy, reduce TIF incentive from 1 million to 100,000. Budget amendment can be done later and other fees can be waved. Eliminate the other 900,000. Care over 2023 budget.

Lisa, Sums up everything.

Motion made by Fifrick, Seconded by Kilsdonk to recommend approval to RDA budgets for TID 1-4 as amended that Administrator wage go up 10 percent from TID 2, Public Works Director wage go up 5 percent from TID 2, Community Development Director and Financial Director wages go up 1 percent from TID 1, 3, 4 and up 5 percent from TID 2, TID Consulting will be \$1,000 for each TID, TIF incentives will go down to \$100,000 from 1 Million with caveat based on research if there is a reduction to property taxes revenue to make those to provide accurate information on those.

Voting Yea: Eiden, Voll, Kilsdonk, Fifrick

Motion Carries 4:0 by Voice Vote

6:24 P.M.

#### 5. CONSIDERATION OF ITEMS FOR FUTURE AGENDA

Review of TID 1 financial analysis correction.

Review of M & J Sports Site Plan. 6:26 P.M.

#### 6. ADJOURNMENT

Motion made by Voll, Seconded by Fifrick to adjourn. Voting Yea: Voll, Fifrick, Eiden, Kilsdonk Motion Carries 4:0 Voice Vote 6:26 P.M.



#### Report to Redevelopment Authority Committee

Meeting Date: Special Meeting December 28, 2023
Referring Body: Redevelopment Authority (RDA)

Committee Contact: Chris Eiden, Chair

Staff Contact: Leonard Ludi, Director of Public Works & Utilities
Report Prepared by: Leonard Ludi, Director of Public Works & Utilities

AGENDA ITEM: TID 2 Planning & Design Award for Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets and continuing up through Phase 2 - Upper Kronenwetter Drive to Kowalski Road.

**OBJECTIVE(S):** Based on TID 2 available funding for road infrastructure projects within the TIF Boundary per Amendment 3, project work was identified and approved in the RDA meeting on December 7, 2023. Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 - Upper Kronenwetter Drive to Kowalski Road are the projects that were approved. Phase 1 is in the TID 2 area and eligible for TID 2 funding.

HISTORY/BACKGROUND: A physical road inventory of Pavement Condition throughout the Village was conducted from November 21, 2024 to December 14, 2023. Of the worse road in need of improvements were Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets and continuing up through Phase 2 - Upper Kronenwetter Drive to Kowalski Road.

The funding requirement of TID funding is to have the construction work awarded by November 3, 2024. With that, the following abbreviated milestones will need to be factored in to meet this objective for TID2 funding:

January 8, 2024 - Contract for Planning & Design Agreement Executed

**January 9, 2024** – Planning/Engineering work commences ASAP. Survey work commences as weather allows. Geotechnical commences as weather allows.

February 15, 2024 – 1st Utilities Coordination Initiated. Inspect Culverts.

March 15, 2024 - Field work and Geotechnical work completed.

**April 15, 2024** – 2<sup>nd</sup> Utility Coordination Initiated.

June 15, 2024 - 50% Plans, Specifications completed.

August 15, 2024 - 90% Plans, Specifications & Engineer's Estimate completed.

September 19, 2024 - 100% Plans, Specification & Engineer's Estimate / Bid Docs complete.

Village Board approval of Plans to release for Bidding. September 23, 2024 – Bid Advertisement Issued

October 15, 2024 (Approx.) – Bid Opening

November 3, 2024 - Construction Contract Awarded

**PROPOSAL:** Given the time constraints illustrated above, the normal Planning & Design "Request for Proposal" process will not allow adequate time to award the subject project by November 3, 2024. The proposal process will add at least two (2) months, likely three (3) months before work is allowed to commence, and work in that scenario would be further compressed to a likely unachievable

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timeframe. An abbreviated milestone schedule is proposed that requires work to be initiated immediately upon Village authorization. With that, PWD ublic Works is asking for a sole source approval to award Planning and Design work to Roth Professional Solutions (RPS) for \$234,000XX,xxx.00 below:

#### **DESIGN ESTIMATE**

Kroi	nenwetter Drive Projects	Geotechnical Services & Surveying	Engineering	<u>Subtotal</u> <u>Total</u>
Phase 1	<u>Lower Kronenwetter Drive</u> <u>&amp; Miscellaneous Streets</u>	39,000	114,000	153,000
Phase 2	Upper Kronenwetter Drive to Kowalski Road	21,000	60,000	81,000
		Total Planning & Design E	stimate	234,000

#### Preliminary Cost Estimates Below

#### PRELIMINARY COST ESTIMATE

Kronenwetter Drive Projects		Cost of Construction	<u>Construction</u> <u>Allocations</u>	Sub row totals
Phase 1	Lower Kronenwetter Drive	2,085,000	700,000	2,785,000
Phase 1	Miscellaneous Streets Lower Kronenwetter Drive	1,800,000	600,000	2,400,000
Phase 2	<u>Upper Kronenwetter Drive</u> <u>to Kowalski Road</u>	2,200,000	700,000	2,900,000
-	Sub column totals:	6,085,000	2,000,000	-
	535 55131111 5516131	Total Preliminary Cost Es		8,085,000

Therefore, PWD is proposing a sSole source justification to award the Planning & Design portion of the project to RPS on or before January 8, 2024. Attached is the RPS proposal for the Planning & Design of Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets and continuing up through Phase 2 - Upper Kronenwetter Drive to Kowalski Road.

**RECOMMENDED ACTION:** Award Planning and Design work to Roth Professional Solutions (RPS) for \$234,000XX,xxx.00 for both Phase 1 and Phase 2 design of the above – work is to begin January 8, 2024.

#### **FINANCIAL**

Financial Consideration/Action: -(TBD by Finance Director/Treasurer)

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#### **FUNDING SOURCE:**

Account Number/Title: #
Current Adopted Budget: \$
Spent to Date: \$
Remaining Budget: \$
Requested Amount: \$

Remainder of Budgeted Amount, if approved:

#### ATTACHMENTS:

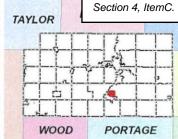
- 2.a. Geotechnical Scope of Work
- 2.b. RPS Contract Proposal Kronenwetter Drive & Misc. Design Contract
- 2.c. Phase 1 RPS Budget Preliminary Cost Est. Kronenwetter Dr & Misc.
- 2.d. Phase 1 RPS Budget Preliminary Cost Estimate Misc. Streets
- 2.e. Phase 2 RPS Budget Preliminary Cost Estimate Kronenwetter Dr
- 2.f. TIFF Boundary & Conditions Map

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## Land Information Mapping System





Legend

Road Names

Parcels

Parcel Lot Lines

Land Hooks

Section Lines/Numbers

Right Of Ways

Named Places

Municipalities2020 Orthos Countywide

Red: Band\_1

Green: Band\_2

Blue: Band\_3

PHASEI

SOUTH CONTRACT A

12/19/23

330.59 0 330.59 Feet

NAD\_1983\_HARN\_WISCRS\_Marathon\_County\_Feet

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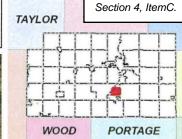
Notes





# WAUSAU

## Land Information Mapping System





#### Legend

Road Names

- Parcels
- Parcel Lot Lines
- Section Lines/Numbers Right Of Ways Named Places
- ☐ Municipalities2020 Orthos Countywide
  - Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

5

MATH

2 4

661.17 0 661.17 Feet

NAD 1983 HARN\_WISCRS\_Marathon\_County\_Feet

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Notes

11



STONEBRIDGE RD

WIANECKI RD

GABES RD



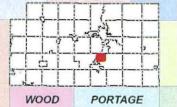
BLUEBERRY LN

## Land Information Mapping System

HORSESHOE DR



Section 4, ItemC.



Legend

Road Names

Parcels

JAYNES RD

JUDY DR

JACKIE RD

Parcel Lot Lines

Section Lines/Numbers Right Of Ways

Named Places

Municipalities 2020 Orthos Countywide

Red: Band\_1

Green: Band\_2

Blue: Band 3

661.17 0 661.17 Feet

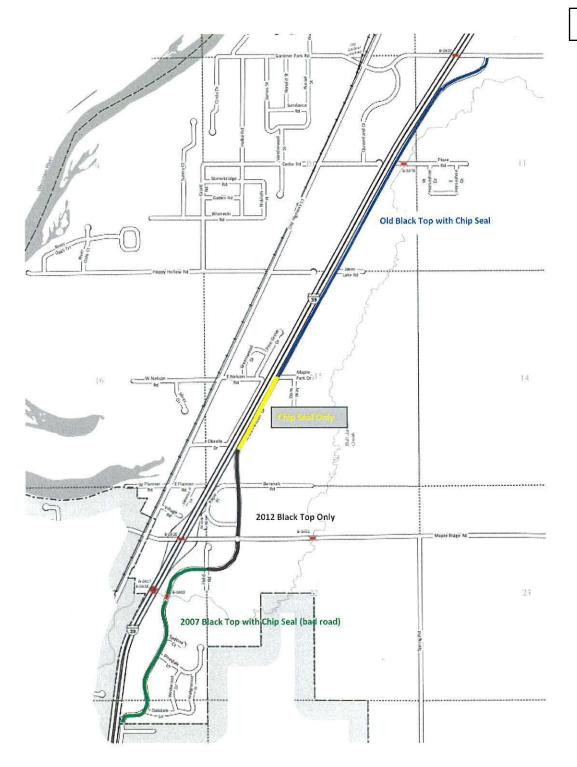
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HAPPY HOLLOW RD

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KOWALSKI RD

Notes



#### ENGINEERING SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made as of January 8, 2024 by and between the VILLAGE OF KRONENWETTER (Village) and ROTH PROFESSIONAL SOLUTIONS (Consultant) which agree as follows:

#### SECTION 1: SERVICES TO BE PERFORMED

#### A. SCOPE OF SERVICES

The Consultant shall perform or furnish professional services, as outlined herein for design of Phase 1 Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 Upper Kronenwetter Drive to Kowalski Road. The Consultant shall generally provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

#### **DETAILS OF SERVICES**

- 1. The consultant's firm, including principals, project managers, and key personnel, shall have relevant experience with similar work and shall be competent to perform the services required for the project scope.
- 2. The work contemplated is professional in nature. It is understood that the consultant, acting as an individual, corporation, or other legal entity, is of professional status, is licensed to perform in the State of Wisconsin, is licensed for all applicable professional disciplines requiring licensing, and shall be governed by the professional ethics of said professions in its relationship to the Village.
- 3. It is understood that all reports, information, or data prepared or assembled by the consultant for the benefit of the Village of Kronenwetter and shall not be made available in whole or in part to any individual or organization, except the Village Kronenwetter, without the prior written approval of the Village of Kronenwetter.
- 4. The consultant shall be responsible for complying with local, state and federal codes, legislation procedures, and regulations affecting work in their profession.

#### SCOPE OF SERVICES

The Consultants shall perform or furnish professional services, as outlined herein, for design of Phase 1 Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 Upper Kronenwetter Drive to Kowalski Road. The Consultant shall generally provide planning, surveying, geotechnical, design, coordinate public involvement, plans, specifications, assessment and supporting documentation.

A phased approach will be taken for project compartmentalization and contracting, but not for timing of the design work contemplated in this contract. The services to be provided include, but are not limited to the following:

14

# Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets Design

The scope of services for Phase I shall include planning, design and construction documents for various roadway resurfacing or reconstruction of the following roadways (services herein are assumed to be full reconstruction for the purpose of engineering scope):

(19,800 LF)

- Kronenwetter Drive from Maple Ridge Road to Village Limits
- Sedona Court (100%)
- Pinedale Lane (100%)
- Wedgewood Drive (100%)
- Windwood Road (100%)
- Oakdale Lane (100%)

The roadway bridge at the Bull Junior Creek is to be excluded from this scope, however, new approaches will be investigated for incorporation into this scope and will be included if technically feasible. The pedestrian walkpath & bridge will be excluded from resurfacing or replacement.

Scope of work includes the following services or work products:

- 1. Project Management
- 2. Land Surveying & Topography (ROW pins, 20' beyond ROW, Elevs.)
- 3. Geotechnical & Pavement Cores
- 4. Design Elements:
  - Base & Pavement Design
  - Culvert Evaluation/Inspection
  - Drainage & Hydrology for Culverts
  - Bridge Approach Design
  - Street Lighting Design
  - Utility Coordination
  - Safety Review
  - Environmental & Cultural Due Diligence
  - Public Participation Plan
  - Traffic Control Plans
  - Erosion Control Plans
  - Signage Plans
  - Design Report (DSR)
- 5. Permitting
- 6. Meetings
- 7. Specifications
- 8. Quantities
- Bidding
- 10. Initial Contract Administration, Document Sets (3)

#### Phase 2 - Upper Kronenwetter Drive to Kowalski Road Design

The scope of services for Phase II shall include planning, design and construction documents for various roadway resurfacing or reconstruction of the following roadway (services herein are assumed to be full reconstruction for the purpose of engineering scope):

(9,500 LF)

• Kronenwetter Drive from Maple Ridge Road north to Kowalski

Scope of work includes the following services or work products:

- 1. Project Management
- 2. Land Surveying & Topography (ROW pins, 20' beyond ROW, Elevs.)
- 3. Geotechnical & Pavement Cores
- 4. Design Elements/Deliverables:
  - Base & Pavement Design
  - Culvert Evaluation/Inspection
  - Drainage & Hydrology for Culverts
  - Bridge Approach Design
  - Street Lighting Design
  - Utility Coordination
  - Safety Review
  - Environmental & Cultural Due Diligence
  - Public Participation Plan
  - Traffic Control Plans
  - Erosion Control Plans
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- 5. Permitting
- 6. Meetings
- 7. Specifications
- 8. Quantities
- 9. Bidding
- 10. Initial Contract Administration, Document Sets (3)

#### **B.** COMPENSATION

Consultant shall provide professional services through Phase 1 - Lower Kronenwetter Drive & Miscellaneous Streets and Phase 2 - Upper Kronenwetter Drive to Kowalski Road as authorized by the Village. These services are to be compensated on an allocated lump sum fee for each analysis part as follows:

Phase 1 – Lower Kronenwetter Drive & Miscellaneous Streets

\$153,000 (\$114,000 Engineering, \$39,000 Geotechnical & Surveying)

Phase 2 – Upper Kronenwetter Drive to Kowalski Road

\$81,000 (\$60,000 Engineering, \$21,000 Geotechnical & Surveying)

#### C. PROFESSIONAL STANDARDS

In conducting the services, Consultant will apply current professional judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The Village acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those servicers are rendered, and not according to later established standards.

#### D. CONSULTANT'S AUTHORIZED REPRESENTATIVE

The Consultant shall designate a primary representative with respect to the services to be performed or furnished. Said person will have complete authority on behalf of Consultant to transmit instructions, receive information, and interpret and define Consultant's policies and render decisions for Consultant with respect to services. Alternate representatives proposed by Consultant or the Village shall be subject to the approval of the Village.

Consultant's Authorized Representative: Robert J. Roth, PE, President

Surveying by: Point of Beginning, Inc.

Geotechnical by: Point of Beginning, Inc.

#### E. PLANS, DRAWINGS, MAPS AND OTHER DOCUMENTS PRODUCED

- 1. All documents developed as a result of this Agreement are instruments of service with respect to this project. The Village shall have the unrestricted right to make, retain, use, publish and/or provide to the public or any third party copies of any such documents for any purpose whatsoever as if the documents constituted work made for hire. It is expressly intended by the parties that no document which the Village has directly or indirectly paid Consultant to produce under this agreement shall be subject to any copyright or other protection from unlimited copying and use by the Village or persons acquiring the documents through the Village.
- 2. Consultant shall maintain copies of all plans, maps, reports, drawings, computations or other documents generated pursuant to this Agreement and make copies thereof available to the Village upon request. Digital copies shall be provided in any format requested by the Village at any time. Consultant shall not destroy its last remaining copy of any such document without first offering it to the Village for safekeeping.

#### SECTION II – VILLAGE RESPONSIBILITIES

#### A. VILLAGE RESPONSIBILITIES FOR PROJECT

The Village, at its expense, shall do the following in a timely matter so as not to delay or hinder Consultant in its furnishing of services:

- 1. Furnish Consultant with reports, studies, site characterizations, regulatory orders, and similar information in its possession relating to this Agreement, upon request. Unless otherwise specified, Consultant may rely upon information furnished by the Village's authorized officers and employees without independent verification.
- 2. Schedule and properly notice and required public meeting, if necessary or recommended. Assist with arranging other meetings deemed necessary for the implementation of projects. These meetings may include meetings with agencies, land owners, concerned citizens, etc.
- 3. Take reasonable steps to arrange for access to and make all provisions for Consultant to enter upon public and private lands as required for Consultant to perform its work under this Agreement.
- 4. Give prompt written notice to Consultant whenever the Village observes or otherwise becomes aware of any development that significantly affects the scope or time of performance or furnishing of Consultant's services or any defect or nonconformance in Consultant's services or in the work of any Contractor.
- 5. Furnish data in the Village's possession prepared by others to Consultant relevant to any services rendered by this Agreement together with any existing professional interpretations of the foregoing.
- 6. Examine studies, reports, and other documents presented by Consultant, and render, in writing, decisions pertaining thereto.
- 7. Consultant shall not be responsible for the accuracy and completeness of data furnished by the Village, including, but not limited to, computations, record drawings, and maps furnished by the Village.
- 8. The Village agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as it may deem necessary for the project.

#### B. VILLAGE'S AUTHORIZED REPRESENTATIVE

The Village's Authorized Representative under this Agreement shall be the Director of Public Works, or his/her designee, or duly appointed successor, who shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to Consultant's services under this Agreement.

#### SECTION III – PERIOD OF SERVICES

#### A. TIMETABLE

The services under this Agreement shall be completed according to a scope and schedule agreed upon by the Village and Consultant. However, the parties mutually agree as part of this Engineering Services Agreement that the following timetable

shall apply to this project:

January 8, 2024 – Contract for Planning & Design Agreement Executed

**January 9, 2024** – Planning/Engineering work commences ASAP. Survey work commences as weather allows. Geotechnical commences as weather allows.

**February 15, 2024** – 1<sup>st</sup> Utilities Coordination Initiated. Inspect Culverts.

March 15, 2024 – Field work and Geotechnical work completed.

**April 15, 2024** – 2<sup>nd</sup> Utility Coordination Initiated.

June 15, 2024 - 50% Plans, Specifications completed.

August 15, 2024 - 90% Plans, Specifications & Engineer's Estimate completed.

**September 19, 2024** – 100% Plans, Specification & Engineer's Estimate / Bid Docs complete. Village Board approval of Plans to release for Bidding.

September 23, 2024 – Bid Advertisement Issued

October 15, 2024 (Approx.) – Bid Opening

November 3, 2024 – Construction Contract Awarded

Any changes in the scope or schedule for completion shall require mutual written agreement between the Village and Consultant.

#### B. TERM OF AGREEMENT

This Agreement shall commence as of the date set forth above, and shall expire on the date upon which the final documents for all parts of project are received by the Village.

#### C. TERMINATION OF AGREEMENT

- 1. The obligation to provide further services under this Agreement may be terminated:
  - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
- 2. By Consultant upon seven days written notice if the Village has failed to pay for previous services rendered and its account is more than 90 days past due.
- 3. By Village effective upon the receipt of the Village's notice by Consultant.
  - a. In the event of termination not based on Consultant's failure to

perform, Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination based upon the reasonable values of such services performed to date. The basis for compensation set forth in this Agreement shall take precedence for any determination for the value of services performed.

#### SECTION V – GENERAL PROVISIONS

#### A. INSURANCE

Consultant shall maintain, throughout the term of this Agreement, insurance coverage for Worker's Compensation, General Liability, and Professional Liability with limits reasonably acceptable to the Village. Consultant shall provide the Village with a certificate of insurance upon request showing the required coverage.

#### B. ENTIRE AGREEMENT

This Agreement supersedes any and all agreements previously made between the parties relating to the subject matter of this Agreement and there are no understandings or agreements other than those incorporated in this Agreement. This Agreement may not be modified except by a written agreement, duly executed by all parties.

#### C. INDEMNIFICATION

The Consultant hereby expressly agrees to indemnify and hold the Village and its agents 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 services pursuant to this Agreement. The Consultant further agrees to aid and defend the Village or its agents (at no cost to the Village or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Consultant for failure of the Village to perform under this agreement. The Consultant is not an agent or employee of the Village.

#### D. GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Wisconsin.

#### E. DISPUTE RESOLUTION

- 1. In the event a dispute shall develop between the Village and Consultant arising out of or related to this Agreement, the Village and Consultant agree to use the following process to resolve the dispute:
  - a. The Village and Consultant agree to first negotiate all disputes between them in good faith.
  - b. If the Village and Consultant are unable to resolve the dispute by

negotiation as described above, the Village and Consultant agree to submit the dispute to non-binding mediation.

- 1) The cost of any mediator shall be paid equally by the parties, and each party shall be responsible for its own legal and other costs of participating in the mediation.
- 2) If the Village and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

#### F. SEVERABILITY

If any provision of this Agreement shall, under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

#### VILLAGE OF KRONENWETTER

Chris Voll, Village Board President	CONSULTANT
	By:
Date:	Date:

#### ENGINEER'S PRELIMINARY COST ESTIMATE

## Wednesday, December 20, 2023

# Village of Kronenwetter - Kronenwetter Dr. Reconstruction PHASE 1 (no Bridge Work)

RPS

ROTH

PROFESSIONAL SOLUTIONS

Approx. 8,446 LF Road, existing 30 ft wide pavement

**OVERALL PROJECT** 

STREET RECONSTRUCTION & DRAINAGE INFRASTRUCTURE

	#	Item	Item Quantity	Units	Unit Cost	<b>Total Cost</b>
<b>Project Development Costs</b>	a	Comprehensive Mapping & Surveying To-Date				
	b	Planning, Coordination, Engineering & Administration To-Date				
	c	Legal Services To-Date				
	d	Title Services To-Date				
	e	Land Acquisition (Prof. Fees & Land Rights) Estimate				
	T1	Subtotal Project Development Costs				\$0
Roadway Construction Costs	1	Erosion Control Items & Maintenance During Construction	1	Lump Sum	\$10,000.00	\$10,000
•	2	Unclassified excavation for Roadway	12,180	CY	\$15.00	\$182,700
	3	Remove Asphalt Pavement, Main Roadway	16,940	SY	\$5.00	\$84,700
	4	Remove Asphalt Pavement, Side streets & Driveways	3,290	SY	\$5.00	\$16,450
	5	Remove Concrete Driveway	165	SY	\$7.00	\$1,155
	6	Remove existing culverts	9	EA	\$500.00	\$4,500
	7	Sawcut Asphalt Pavement	405	LF	\$1.50	\$608
	8	Topsoil removal	10,000	SY	\$2.50	\$25,000
	9	Unclassified Excavation for Driveways	115	CY	\$10.00	\$1,150
	10	Remove beam guard, Re-install	1	LS	\$5,000.00	\$5,000
	11	Medium Rip Rap over Fabric for Storm Sewer Endwalls	150	CY	\$75.00	\$11,250
	12	3/4" Crushed Aggregate for Driveway as Needed	100	CY	\$50.00	\$5,000
	13	18" Breaker Run	10000	CY	\$15.00	\$150,000
	14	Geogrid	28154	SY	\$3.00	\$84,462
	15	Open Graded Drainage Layer (Assume 50%)	14000	SY	\$20.00	\$280,000
	16	1.5" Crushed Aggregate Base Course, 8" Compacted-Road & Intersections	28154	SY	\$8.00	\$225,232
	17	HMA Asphalt Pavement 1.5" Surface Course-Intersections	28154	SY	\$13.00	\$366,002
	18	HMA Asphalt Pavement 2.5" Binder Course-Intersections	28154	SY	\$15.00	\$422,310
	19	Hot Tar Butt Joint Sealer	330	LF	\$5.00	\$1,650
	20	3/4" Crushed Aggregate for Road Shoulder, 2' wide x 6" thick	380	CY	\$50.00	\$19,000
	21	6" Concrete Driveway	165	SY	\$25.00	\$4,125
	22	HMA Asphalt-2" for path & driveways	150	SY	\$20.00	\$3,000
	23	Topsoil, Seed & E-Mat all Disturbed areas,	18768	SY	\$2.75	\$51,612
	24	Install Base, Pole, & Fixture for Street Lights (Light Type Assumed)	20	EA	\$4,500.00	\$90,000
	25	Electrical in Conduit for Street Lights	20	LS	\$ 1,000.00	\$20,000
	26	Install 12" CMP & endwalls - Avg 40 LF	9	EA	\$ 1,500.00	\$13,500
	27	Traffic Control	1	LS	\$ 2,000.00	\$2,000
	28	Reset Valve lids & Manhole Covers	1	LS	\$ 5,000.00	\$5,000

T2 SubTotal Road Construction & Utility Costs

\$2,085,000

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Section	4,	nemo.

Percentage Allocations On	A1	Performance & Payment bonds	2	%	 \$41,700
Construction Subtotal	A2	Mobilization/Demobilization	3	%	 \$62,600
	A3	Funding Requirements	0.0	%	 \$0
	A4	Construction Contingencies	20	%	 \$417,000
	A5	Geotechnical	1	%	 \$20,900
	A6	Engineering, Permitting, Coordination, Construction Admin.	4	%	 \$83,400
	A7	Surveying (Staking) & Legal	2	%	 \$41,700
	Т3	<b>Subtotal on Construction Allocations</b>			\$700,000
	<b>T4</b>	TOTAL PROJECT SUBTOTAL			\$2,800,000

#### ENGINEER'S PRELIMINARY COST ESTIMATE

Wednesday, November 29, 2023

# Village of Kronenwetter - Sedona Ct., Pinedale Lane, Windwood Road, Oakdale Lane, & Wedgewood Dr. (PHASE 1 - Misc Streets)



**OVERALL PROJECT** 

STREET RECONSTRUCTION & DRAINAGE INFRASTRUCTURE

	#	Item	Item Quantity	Units	<b>Unit Cost</b>	<b>Total Cost</b>
Project Development Costs	a	Comprehensive Mapping & Surveying To-Date				
	b	Planning, Coordination, Engineering & Administration To-Date				
	c	Legal Services To-Date				
	d	Title Services To-Date				
	e	Land Acquisition (Prof. Fees & Land Rights) Estimate				
	T1	Subtotal Project Development Costs				\$0
Roadway Construction Costs	1	Erosion Control Items & Maintenance During Construction	1	Lump Sum	\$10,000.00	\$10,000
·	2	Unclassified excavation for Roadway	8,100	CY	\$15.00	\$121,500
	3	Remove Asphalt Pavement, Main Roadway	23,223	SY	\$5.00	\$116,115
	4	Remove Asphalt Pavement, Side streets & Driveways	160	SY	\$5.00	\$800
	5	Remove existing culverts	5	EA	\$500.00	\$2,500
	6	Sawcut Asphalt Pavement	890	LF	\$1.50	\$1,335
	7	Topsoil removal	4,000	SY	\$2.50	\$10,000
	8	Unclassified Excavation for Driveways	328	CY	\$10.00	\$3,280
	9	Medium Rip Rap over Fabric for Storm Sewer Endwalls	150	CY	\$75.00	\$11,250
	10	3/4" Crushed Aggregate for Driveway as Needed	328	CY	\$50.00	\$16,400
	11	18" Breaker Run	8847	CY	\$15.00	\$132,705
	12	Geogrid	23223	SY	\$3.00	\$69,669
	13	Open Graded Drainage Layer (Assume 50%)	8000	SY	\$20.00	\$160,000
	14	1.5" Crushed Aggregate Base Course, 8" Compacted-Road & Intersections	23223	SY	\$8.00	\$185,784
	15	HMA Asphalt Pavement 2" Surface Course-Intersections	23223	SY	\$15.00	\$348,345
	16	HMA Asphalt Pavement 2" Binder Course-Intersections	23223	SY	\$12.00	\$278,676
	17	Hot Tar Butt Joint Sealer	1440	LF	\$5.00	\$7,200
	18	3/4" Crushed Aggregate for Road Shoulder, 2' wide x 6" thick	737	CY	\$50.00	\$36,850
	19	HMA Asphalt-2" for path & driveways	986	SY	\$20.00	\$19,720
	20	Topsoil, Seed & E-Mat all Disturbed areas,	11100	SY	\$2.75	\$30,525
	21	Install Base, Pole, & Fixture for Street Lights (Light Type Assumed)	40	EA	\$4,500.00	\$180,000
	22	Electrical in Conduit for Street Lights	40	LS	\$ 1,500.00	\$60,000
	23	Install 12" CMP & endwalls - Avg 40 LF	5	EA	\$ 1,500.00	\$7,500
	24	Traffic Control	1	LS	\$ 2,000.00	\$2,000
	25	Reset Valve lids & Manhole Covers	1	LS	\$ 5,000.00	\$5,000

Percentage Allocations OnA1Performance & Payment bonds2%---\$36,000Construction SubtotalA2Mobilization/Demobilization3%---\$54,000

Section 4, ItemC.

<b>T4</b>	TOTAL PROJECT SUBTOTAL			\$2,400,000
Т3	<b>Subtotal on Construction Allocations</b>			\$600,000
A7	Surveying (Staking) & Legal	2	%	 \$36,000
A6	Engineering, Permitting, Coordination, Construction Admin.	4	%	 \$72,000
A5	Geotechnical	1	%	 \$18,000
A4	Construction Contingencies	20	%	 \$360,000
A3	Funding Requirements	0.5	%	 \$9,000
٨3	Funding Paguiraments	0.5	0%	00.02

#### ENGINEER'S PRELIMINARY COST ESTIMATE

## Wednesday, December 20, 2023

## Village of Kronenwetter - Kronenwetter Dr. Reconstruction PHASE 2

Approx. 11,351 LF Road, existing 30 ft wide pavement

**OVERALL PROJECT** 

#### STREET RECONSTRUCTION & DRAINAGE INFRASTRUCTURE



	#	Item	Item Quantity	Units	Unit Cost	<b>Total Cost</b>
<b>Project Development Costs</b>	a	Comprehensive Mapping & Surveying To-Date				
	b	Planning, Coordination, Engineering & Administration To-Date				
	c	Legal Services To-Date				
	d	Title Services To-Date				
	_ e	Land Acquisition (Prof. Fees & Land Rights) Estimate				
	T1	Subtotal Project Development Costs				\$0
Roadway Construction Costs	1	Erosion Control Items & Maintenance During Construction	1	Lump Sum	\$10,000.00	\$10,000
•	2	Unclassified excavation for Roadway	13,455	CY	\$15.00	\$201,825
	3	Remove Asphalt Pavement, Main Roadway	31,600	SY	\$5.00	\$158,000
	4	Remove Asphalt Pavement, Side streets & Driveways	5,000	SY	\$5.00	\$25,000
	5	Remove Concrete Driveway	50	SY	\$7.00	\$350
	6	Remove existing culverts	4	EA	\$1,000.00	\$4,000
	7	Sawcut Asphalt Pavement	390	LF	\$1.50	\$585
	8	Topsoil removal	3,000	SY	\$2.50	\$7,500
	9	Unclassified Excavation for Driveways	150	CY	\$10.00	\$1,500
	10	Remove trees	3	LS	\$1,000.00	\$3,000
	11	Medium Rip Rap over Fabric for Storm Sewer Endwalls	100	CY	\$75.00	\$7,500
	12	3/4" Crushed Aggregate for Driveway as Needed	100	CY	\$50.00	\$5,000
	13	18" Breaker Run	13455	CY	\$15.00	\$201,825
	14	Geogrid	31600	SY	\$3.00	\$94,800
	15	Open Graded Drainage Layer (Assume 50%)	6727	SY	\$20.00	\$134,540
	16	1.5" Crushed Aggregate Base Course, 8" Compacted-Road & Intersections	31600	SY	\$8.00	\$252,800
	17	HMA Asphalt Pavement 2" Surface Course-Intersections	31600	SY	\$15.00	\$474,000
	18	HMA Asphalt Pavement 2" Binder Course-Intersections	31600	SY	\$12.00	\$379,200
	19	Hot Tar Butt Joint Sealer	390	LF	\$5.00	\$1,950
	20	3/4" Crushed Aggregate for Road Shoulder, 2' wide x 6" thick	840	CY	\$50.00	\$42,000
	21	Seal Coat portion 1,860 LF.	6196	SY	\$10.00	\$61,960
	22	HMA Asphalt-2" for path & driveways	500	SY	\$20.00	\$10,000
	23	Topsoil, Seed & E-Mat all Disturbed areas,	12612	SY	\$2.75	\$34,683
	24	Install Base, Pole, & Fixture for Street Lights (Light Type Assumed)	20	EA	\$4,500.00	\$90,000
	25	Electrical in Conduit for Street Lights	20	LS	\$ 1,000.00	\$20,000
	26	Install 30" CMP & endwalls - Avg 40 LF	4	EA	\$ 2,500.00	\$10,000
	27	Traffic Control	1	LS	\$ 5,000.00	\$5,000
	28	Reset Valve lids & Manhole Covers	1	LS	\$ 5,000.00	\$5,000
	<b>T2</b>	SubTotal Road Construction & Utility Costs				\$2,200,000

T2 SubTotal Road Construction & Utility Costs

\$2,200,000

Section 4, ItemC.

	Т4	TOTAL PROJECT SUBTOTAL			\$2,900,000
	Т3	<b>Subtotal on Construction Allocations</b>			\$700,000
	A7	Surveying (Staking) & Legal	3	%	 \$66,000
	A6	Engineering, Permitting, Coordination, Construction Admin.	4	%	 \$88,000
	A5	Geotechnical	1	%	 \$22,000
	A4	Construction Contingencies	20	%	 \$440,000
	A3	Funding Requirements	0.5	%	 \$11,000
Construction Subtotal	A2	Mobilization/Demobilization	3	%	 \$66,000
Percentage Allocations On	A1	Performance & Payment bonds	2	%	 \$44,000

