



PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, JULY 11, 2023 AT 5:30 PM

COUNCIL CHAMBERS, SECOND FLOOR, MUNICIPAL BUILDING - 106 JONES STREET

By Phone or GoToMeeting: Members of the media and the public may attend by calling:(Toll Free): 1 877 309 2073 or 1 (646) 749-3129 **Access Code:** 196-221-861 or <https://meet.goto.com/196221861>
Please join meeting from your computer, tablet or smartphone. All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Committee will be permitted up to three minutes for their comments

3. REVIEW AND APPROVE MINUTES

A. Public Works minutes of June 27, 2023

4. BUSINESS

A. Review and take possible action: status update regarding the signed Agreement for the paving of the private road to be completed consistent with the Development Agreement (Silver Creek Condominiums)

B. Review and take possible action: Plaza Phase II Concrete Ramp improvement alternatives

C. Review and take possible action: Award Plaza Phase II Concrete Ramp Improvements Contract #11-23 Base Bid, Alternate Bid C & Alternate Bid 2 to Hunzinger Construction Co. for \$428,785.93

D. Update: Riverside Park Stone Walls Rehabilitation Project

5. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at mdunneisen@CityofWatertown.org, phone 920-262-4006

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only

PUBLIC WORKS COMMISSION MEETING AGENDA

TUESDAY, JUNE 27, 2023 AT 5:30 PM

Section 3, Item A.

Commission members present: Alders Bartz, Board, Wetzel and Comm'r Thompson

City employees present:

Public Works Director/City Engineer Jaynellen Holloway

Assistant City Engineer Andrew Beyer

Street Department Operations Manager Stacy Winkelman

1. CALL TO ORDER

Chairman Wetzel called the meeting to order at 5:35 p.m.

2. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

None

3. REVIEW AND APPROVE MINUTES

Public Works Minutes from June 13, 2023

Motion to approve Comm'r Thompson

2nd Ald Bartz

Carried by unanimous voice vote

4. BUSINESS

A. Review and take possible action: collection of solid waste and recycling for residence outside City limits: N534 Second Street Road for \$19.08/month

Ald Bartz asked if the City provides the carts to which Stacy Winkelman answered that the City provides waste and recycle carts as is done for City residents.

Motion to approve Comm'r Thompson

2nd Ald Bartz

Carried by unanimous voice vote

B. Review and take action: Change order #3 for Contract #5364-23-01 (Fourth St.) to Forest Landscape and Construction Co. for a total of \$93,190.15. After a discussion with our contractor, it has been determined that the overrun costs due to the additional street work requested by the Public Works Team during a post-bid project walk-through should be accounted for in a change order. The concrete saw cutting was adjusted to match control joints in the existing concrete pavement, which increased the amount of concrete needed to replace prior to the resurfacing project. The following extra quantities/items included:

Line 4 – Remove Concrete Pavement additional 5725 SF at a cost of \$11,450.00 Line 10 – Concrete Pavement 7" additional 5725 SF at a cost of \$74,425.00 Line 14 – Crushed Agg Base Course #3, 6" additional 636.1 SY at a cost of \$ 3,180.50 Line 15 – Breaker Run Course, Light, 8' thick additional 636.1 SY at a cost of \$ 4,134.65. These change orders reflect the current quantities completed through pay request #4 and increase the approved contract price (\$853,260) by \$93,190.15 for a revised contract price of \$978,600.15.

Motion to approve Ald Board

2nd Ald Bartz

Carried by unanimous voice vote

C. Review and take possible action: Change Order No. 1 to Contract #6-23 with Payne & Dolan for \$320,689.65

At the May 23, 2023 Public Works Commission Meeting, additional street resurfacing candidates were discussed as a change order to the 2023 bituminous surfacing contract. Payne and Dolan has provided agreed prices for full-depth resurfacing to be performed as part of the City's 2023 Bituminous Surfacing Project via contract change order. Engineering is recommending the following streets be added to the contract:

1. Liberty Lane – South Street to termini – PASER 2
2. Sunnyfield Court – Elm Street to termini – PASER 2
3. Woodbridge Trail – Crestview Drive to Briar Court – PASER 3-4
4. Fieldcrest Court – Woodbridge Trail to termini – PASER 3

In answer to Ald Bartz question, CE/PWD Holloway stated that Colonial Drive would be added to the 2024 street budget.

Motion to approve Comm'r Thompson

D. Review and take possible action: Ruth Street/N. Concord Avenue Alley solid waste collection

The alley connecting the 1200 block of Ruth Street and the 100 block of N. Concord Avenue is currently used for solid waste collection. A property owner reached out to City staff regarding alleged damage resulting from a solid waste collection vehicle accessing an alley to collect solid waste. The property owner recently had a plat of survey conducted at 1209 Ruth Street which appears to show a portion of the paved alley encroaching onto private property. The property owner is seeking resolve to the rutting and broken concrete suspectedly caused by a City solid waste vehicle. There are two possible scenarios;

1. *City negotiates easement or fee land transfer for pavement area suspected to be encroaching onto private property at 1209 Ruth Street and continues solid waste collection from the Ruth Street alley. It is our belief that solid waste collection trucks need this paved area to effectively access the alley and collect solid waste, without causing damage to private property.*
2. *City saw cuts and removes pavement area suspected to be encroaching on private property. The removed pavement would be restored with topsoil, seed, and matting. If this option moves forward, solid waste would be collected from N. Concord Avenue, Ruth Street, or N. Maple Street and solid waste vehicles would no longer access the alley.*

Any scenario would likely require the City to hire a professional land surveyor to verify any encroachment area and delineate a property boundary. A ballpark quote received for a plat of survey at 1209 Ruth Street & the surrounding alley area is \$2,000. Funding for said survey would come from the Solid Waste Utility.

Stacy Winkelman shared that the City has placed no parking signs on garbage pick up days on N. Concord with noticeable improvement.

Ald Bartz and Board stated their backing of option #1.

Ald Board motioned to go forward with the survey with a second by Comm'r Thompson.

CE/PWD Holloway asked if the motion was only for the survey while Ald Bartz asked if we could add the permanent signs saying "no parking."

Comm'r Thompson suggested that Public Works take to Public Safety that we ask for the signs to be placed as that is not in our purview to require parking restriction.

Ald Board approved the change to his original motion and offered up this final motion: The City proceed with a survey. The PW Committee agrees that Option #1 is the preferred approach. We encourage the Public Safety Committee to consider no parking in that area from 6:00-noon on Wednesdays or days of collection on a permanent basis.

2nd Ald Bartz

Comm'r Thompson stated "I assume this is a fairly small lot and my thought would be that we pursue some sort of easement rather than a land transfer which would further reduce this small lot in size which may affect future setbacks or whatever, a permanent, limited easement...I guess the attorney can figure that out.

Carried by unanimous voice vote

E. Review and take possible action: sidewalk repair order for 136 S Concord Avenue

Engineering is seeking approval to send a letter via certified mail per Wisconsin State Statute noticing the property owner to repair the sidewalk at a cost not to exceed \$680.

Motion Comm'r Thompson

2nd Ald Bartz

Carried by unanimous voice vote.

5. ADJOURNMENT

Motion to adjourn Ald Board

2nd by Ald Bartz

Carried by unanimous voice vote

Meeting adjourned at 5:57 p.m.

Respectfully submitted,

Bob Wetzel

Public Works Commission Chair

Note: These minutes are uncorrected and any corrections made thereto will be noted in the proceedings at which these minutes are approved.



P.O. Box 13456
Wauwatosa, WI 53213-0456

MADISON
(608) 221-8680
Fax: (414) 476-9132

MILWAUKEE
(414) 476-9130
Fax: (414) 476-9132

RACINE
(262) 633-1105
Fax: (414) 476-9132

WI Building Contractor Registration #: 1105248

Name: Dan Wegner
Company: White Oak Builders

Phone:
Fax Number:

Date: June 27, 2023

Address: 14 E. Main Street
City: Watertown, WI 53098

E-mail: dan@whiteoakbuild.com
Job Name: Silver Creek Condominiums
Job Location: Creekside Court, Watertown
Job Phone:

Cell: (920) 248-1594

We hereby submit specifications and estimates for:

Asphalt Patching – Surface Layer:

Bid is based on approximately 27,159 square feet of asphalt paving.

Mill four areas to full depth -binder course (25'x140'; 14'x120'; 14'x150' (25'x60'; 15'x15')) (9,005 square feet).

Mill curb perimeter to accommodate for 1 3/4" surface layer-disposing of all millings.

Clean the existing pavement thoroughly and apply an emulsified tack coat.

Construct a 2 1/4" hot mix binder layer for the four full depth areas (9,005 square feet).

Construct a 1 3/4" compacted thickness hot mix asphalt surface course.

\$61,881.00

Note: All work to be completed by October 31st, 2023.

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: (Payment to be made as follows:)

Terms: Total Due Upon Completion

Dollars ()

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. Any increase in cost of materials will result in an increase in the contract price. These price increases will be charged as extras over and above the estimate. Poblocki Paving Corp. will notify owner of such increased costs when they occur, and will provide to owner copies of the invoices or other documentation evidencing such increased costs upon request. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

A \$25.00 service fee, plus 1-1/2% of the outstanding balance will be charged on all accounts past 30 days, and will continue to be added each consecutive month until entire balance and accumulated service fees, plus interest are paid in full (unless otherwise noted). In the event it becomes necessary for Poblocki Paving Corp. to institute collection proceedings, all costs incurred by Poblocki Paving Corp., including reasonable and actual attorney's fees, shall be paid by the property owner or owner's agency and shall be added to the amount as described above.

Upon contract acceptance, if cancellation notice is not received in writing prior to 3 days after date of acceptance, Poblocki Paving Corp. assumes that the owner or owner's agent accepts the work herein described and the terms and conditions of sale contained. Any withdrawal of this contract could result in a partial billing to reimburse Poblocki Paving Corp. and/or its sub-contractors for planning, preparation, and materials already ordered or installed on the job site.

One mobilization is included to each job site. "One trip to site by the paving crew" unless 2 or more trips are noted.

All permits are property owner's responsibility (unless Poblocki Paving Corp. has specified they will be responsible).

Poblocki Paving Corp. is not responsible for damage to or injuries caused by any privately (not installed by a Public Utility) placed underground wires, pipes, sewers, conduits, obstructions or restrictions. The owner or owner's agent agrees to indemnify and hold harmless Poblocki Paving Corp. from any and all claims, liabilities, costs and expenses whatsoever arising from the above.

This contract does not contemplate the encountering of underlying concrete, wood, paving fabric or other unsuitable materials or unusual conditions during excavation, unless noted on proposal. Should these conditions be encountered, the property owner may be charged for the extra work incurred.

Poblocki Paving Corp. is not responsible for damage to landscaping as a result of project preparation, execution or completion. Poblocki Paving Corp. is also not responsible for changes needed in landscaping to insure the proper continuation of drainage flow from project area. It is the property owner's responsibility to back fill edges of paved areas.

Poblocki Paving Corp. is not responsible for low spots in asphalt of less than 1/2 inch.

Poblocki Paving Corp. is not responsible for concrete breakage due to normal construction equipment traffic.

Soil conditions such as the presence of clay and sand, as well as, temperature and moisture content may result in cracking, therefore it is impossible to guarantee against cracking. The property owner understands this risk is inherent in this kind of work.

Grading: The grading we perform may not prevent unwanted water from accumulating on your property. We do not warrant (expresses or implied) that our grading work will prevent, eliminate or reduce unwanted on site water accumulation or flowage on your property. However, we do warrant that our grading will meet applicable industry standards as to percentage grade requirements.

Non-payment of total invoiced amount in full upon completion, or terms as noted, voids any and all guarantees/warranties.

Should a dispute arise between the parties concerning this contract or the rights and duties of either party, Poblocki Paving Corp. may elect, at its sole discretion, to have the dispute settled by arbitration held in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time Poblocki makes the election for arbitration. Poblocki must make the election to arbitrate no later than 60 days after the proper service of a summons.

Acceptance of Proposal


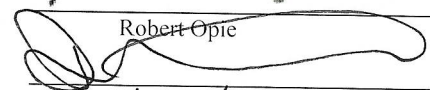
Note: This proposal is void if not accepted within **15** days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature:

Signature:

Date of Acceptance:


Robert Opie

06/27/2023

ALSO IN THE SW 1/4 - NW 1/4 AND IN THE NW 1/4 - SW 1/4 OF SECTION 33, TOWN 9 NORTH, RANGE 15 EAST,
CITY OF WATERTOWN, DODGE COUNTY, WISCONSIN.



REGISTER OF DEEDS

SUBORDINATE CERTIFICATE

After I have registered the State of Wisconsin, do hereby certify that I have examined the land shown and described hereon and find that it is a true and correct representation of the facts and conditions upon which the identification was based and that the owner, interested in the tract described herein by the plat, has paid the tax on the production of the necessary maps and that those who produce maps to guarantee the plat hereon, and it is hereby so ordered from this date.

Dated this _____ day of _____, 19____.

Marc A. Lippso
MSA Professional Services, Inc.
S-2626

SILVERCREEK CONDOMINIUM BOUNDARY DESCRIPTION

Lot 10. Orange County Cemetery Survey No. 27, located at the SE corner of the NE $\frac{1}{4}$ Sec. 36, T. 38 N., R. 36 E., S. 32 E., Section 32, and SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$, Section 33, and third in T. 39 N., R. 36 E., City of Madison, Dodge County, Wisconsin.

Sold parcel contains 7.3 acres, and is subject to all easements and rights of way of record.

DESCRIPTION OF COMMON AREA AND FACILITIES
All times within the condominiums

2. All information, all practices serving estate (and all for-profit) roads driveway and fence.
3. This area above and below each Unit.

recessed parts of the CONSTRUCTION of a Unit and all parts of a Unit are convenient to its entrance, maintenance and safety or assembly in an effort to make one for each Unit.

DESCRIPTION OF LIMITED COMMON AREA AND FACILITIES.

1. The Unit will carry out side walks and patios serving each Unit.
2. A portion of the front, rear and side yards of each unit extending up to the distance shown on the minimum plan.

3 Land located underneath patios and decks

Most firms have been concerned using measurements of buildings from architectural plans, breakdowns of any kind of common elements, and/or cost or productivity as a basis of comparison.

concerns in part still be conclusively presumed to be its beneficiaries, regardless of the social liberal movement of any existing, regardless of more variables that even physical beneficiaries

reclamation or storm on the confederation just and the study ethical board cases of any such element as finally constructed

Beams are referred to the Wacoian County Coordinate System Dodge County (WCCS) of Section 33 Bears S 00° 54' 39" W

Field work was completed on June 17, 2011 and at that time construction was complete for construction of a new observation shed located

All fishing limits are planned to be of general size and beyond stream. As stipulated, this was a

of the size and shape of each unit will be addressed by reference to the Contract in Part 1, included within the established network areas to meet the conditions of the City Group Development.

LEGEND

 CURB INLET

② SANITARY MANHOLE
○ STORM SEWER MANHOLE

WATER MAIN VALVE

WATER SERVICE VALVE

Q UTILITY PEDESTAL

☐ LIGHT POLE
● ELECTRIC TRANSFORMER

FD. HARRISON MONUMENT
FD. 1" IRON PIPE

- SET 3/4" BY 18" SOLID ROD-1.50 LBS/FT
- FOUND 3/4" SOLID ROD

FOUND 2" IRON PIPE
SET CUT CROSS IN CONC

Δ SET "PK" NAIL

EXISTING WATER UTILITY

EASEMENT EXISTING SEWER AND WATER U

EXISTING STORMWATER EASEMENT

BEARING _____
DISTANCE _____
LCE BOUNDARY

DISTANCE BUILDING SETBACK LINE

CE = COMMON ELEMENTS

LCE = LIMITED COMMON ELEMENTS

100

CONDOMINIUM PLAT

DECLARANT:
SILVER CREEK CONDOMINIUMS, LLC
Todd Bartolowits
113 N 4th Street
Watertown, WI 53094

FILE #	cadd\alta\condo.dwg
SHEET #	1 of 3
SIDE #	1/1

**TRANSPORTATION • MUNICIPAL
DEVELOPMENT • ENVIRONMENTAL**

1230 South Blvd. Baraboo, WI 53913
6-2771 • (800) 362-4505 Fax: (608) 356-2770
MSA PROFESSIONAL SERVICES

SCALE: 1" = 100'
DRAWN BY mal/mts
CHECKED BY Marc A. London

PROJECT #	13336000
FIELD BOOK #	1380
PAGES #	

PETITION TO ENFORCE DEVELOPMENT AGREEMENT

The City of Watertown (the City) and Martin Condominium Development, LLC (Martin) entered into a Development Agreement in 2006 in connection with the development of an approximately 7.7-acre parcel in the City (the Property) as a 32-unit condominium. The City and Martin entered into the Development Agreement to fulfill conditions of a Conditional Use Permit that allowed the parcel to be developed as a multi-family condominium project (with 2 units per building) and obligated Martin to install certain public improvements on the Property to serve the condominium. The Development Agreement was recorded with the Dodge County Register of Deeds on January 19, 2007 and is binding on the parties, all owners of the Property and their successors and assigns (see section 34 of the Development Agreement).

In the following years, Martin and Todd Bartolowits attempted to develop the Property, but based on a review of property records, it appears they failed. In 2014, another developer, Insight Properties LLC (Insight), acquired the parcel, built single family and multi-family residences on the Property, assumed the role of the declarant of the condominium and operated the condominium association until 2022. The development of the condominium is nearing completion, the unit owners want Insight to complete the obligations it assumed under the Development Agreement, including the completion of two private roads on the Property: Creekside Court and Laurie Ann Circle.

Sections 10-16 of the Development Agreement describe the developer's obligations to construct road improvements on the Property and require the developer to install all road improvements before the issuance of any building permit for construction of a condominium unit on the Property. The developer is required to pave the roads in two phases: (1) a minimum 2 ¼" binder course of asphalt during the initial phase of construction and (2) a minimum 1 ¾" surface course of asphalt in the second construction season to allow for settlement. The first phase of asphalt was completed years ago when the first constructed units on the parcel, but despite many complaints from unit owners, Insight refuses to complete the second phase and install a surface course of asphalt. We are many years past the second construction season, and it is unreasonable for the unit owners to live with partially completed roads for close to a decade with no end in sight.

Therefore, the undersigned unit owners of the Silver Creek Condominiums petition the City of Watertown to enforce the Development Agreement and specifically to compel Insight to complete its obligations, as the successor developer to Martin, under the Development Agreement, including completion of the roads on the Property in accordance with the terms of the Development Agreement. Further, we request that the City of Watertown inspect the binder course of the roads prior to the placement of the surface course (as required in section 16 of the Development Agreement) and inspect the final constructed roads prior to final approval by the City Engineer (as required in Section 27 of the Development Agreement).

In an effort to protect the existing and any future owners of units in the Silver Creek Condominiums and as provided in section 31 of the Development Agreement, we request a moratorium on any new building and occupancy permits for units under construction on open lots until Insight has fully completed its obligations under the Development Agreement and resolved the open issues described in this petition.

Signature =

Joan L. Grier
JOAN L. GRIER

Print Name =

Unit number = 1

Address = 301 Creekside Court

Signature =

Carol Sanders
Carol Sanders

Print Name =

Unit number = 2

Address = 303 Creekside Court

Signature =

James Peter
James Peter

Print Name =

Unit number = 3

Address = 305 Creekside Court

Signature =

Corey A. Pfaffe
Corey A. Pfaffe

Print Name =

Unit number = 4

Address = 307 Creekside Court

Signature =

Seth Hayden
Seth Hayden

Print Name =

Unit number = 5

Address = 309 Creekside Court

Signature =

Ann Cannon-Lew Heltz
Ann Cannon-Lew Heltz

Print Name =

Unit number = 6

Address = 311 Creekside Court

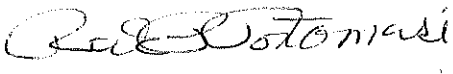
Signature =

Daniel L. Bast
DANIEL L. BAST

Print Name =

Unit number = 7

Address = 313 Creekside Court

Signature = 

Print Name = Rick P. Tortomasi

Unit number = 8

Address = 315 Creekside Court

Signature = 

Print Name = Jane Cerny

Unit number = 9/10

Address = 317 Creekside Court

Signature = 

Print Name = Gary Kaiser

Unit number = 11

Address = 321 Creekside Court

Signature =

Print Name =

Unit number = 12


Address = 323 Creekside Court

Signature = 

Print Name = BARBARA A JOHNSON

Unit number = 13

Address = 322 Creekside Court

Signature = 

Print Name = Jonathan Lee

Unit number = 14

Address = 320 Creekside Court

Signature=

Print Name=

Unit number = 15

Address = Open Lot, Proposed 318 Creekside Court

Signature =

Print Name =

Unit number = 16

Address = Open Lot, Proposed 316 Creekside Court

Signature = Dawn M. Berth

Print Name = Dawn M. Berth

Unit number = 17

Address = 314 Creekside Court

Signature = Mary R Warnecke

Print Name = Mary R. Warnecke

Unit number = 18

Address = 312 Creekside Court

Signature = Linda Sylva

Print Name = Linda Sylva

Unit number = 19

Address = 310 Creekside Court

239-446-5855

lindasylva909@gmail.com

Signature =

Print Name =

Unit number = 20

Address = 308 Creekside Court

Corinne Baker
CORINNE BAKER

Signature =

Print Name =

Unit number = 21

Address = 707 Laurie Ann Circle

Catania Perry
Catania Perry

Signature =

Print Name = John Thompson

Unit number = 22

Address = 709 Laurie Ann Circle

Signature = 
Print Name = Leslie A Will

Unit number = 23 Address = 711 Laurie Ann Circle

Signature =

Print Name =

Unit number = 24 Address = 713 Laurie Ann Circle

Signature =

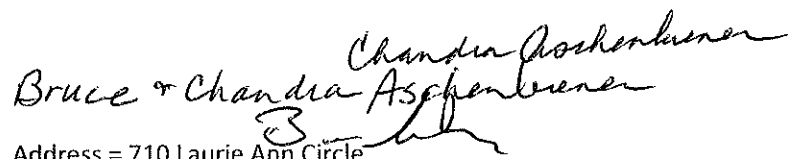
Print Name =

Unit number = 25/26 Address = 715 Laurie Ann Circle

Signature =

Print Name =

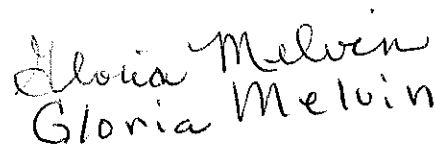
Unit number = 27 Address = 710 Laurie Ann Circle


Bruce & Chandra Aschenbrenner

Signature =

Print Name =

Unit number = 28 Address = 708 Laurie Ann Circle


Gloria Melvin

Signature =

Print Name =

Unit Number = 29 Address = 706 Laurie Ann Circle

Signature =

Print Name =

Unit number = 30 Address = 704 Laurie Ann Circle

Signature =

Print Name =

Unit number = 31

Address = Open Lot proposed 702 Laurie Ann Circle

Signature =

Print Name =

Unit number = 32

Address = Open Lot, Proposed 701 Laurie Ann Circle

Subject Signed homeowners petituon document
To: [JAMES PATER <pater.james@yahoo.com>, John Thompson <jthompson473@yahoo.com>]
From John Thompson <jthompson473@yahoo.com>
Date Wed, Jan 25, 2023 at 2:36 PM

Signature =
Print Name =
Unit number = 14 Address = 320 Creekside Court

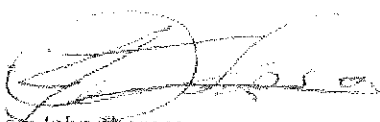
Signature =
Print Name =
Unit number = 17 Address = 314 Creekside Court

Signature =
Print Name =
Unit number = 18 Address = 312 Creekside Court

Signature =
Print Name =
Unit number = 19 Address = 310 Creekside Court

Signature =
Print Name =
Unit number = 20 Address = 308 Creekside Court

Signature =
Print Name =
Unit number = 21 Address = 707 Laurie Ann Circle

Signature = 
Print Name = John Thompson
Unit number = 22 Address = 709 Laurie Ann Circle

Subject Picture
To: [pater.james@yahoo.com <pater.james@yahoo.com>]
From JAMES PATER <pater.james@yahoo.com>
Date Sat, Jan 28, 2023 at 10:03 PM

Signature =
Print Name =
Unit number = 23 Address = 711 Laurie Ann Circle

Signature =
Print Name =
Unit number = 24 Address = 713 Laurie Ann Circle

Signature =
Print Name =
Unit number = 25/26 Address = 715 Laurie Ann Circle

Signature =
Print Name =
Unit number = 27 Address = 710 Laurie Ann Circle

Signature =
Print Name =
Unit number = 28 Address = 708 Laurie Ann Circle

Signature =
Print Name =
Unit Number = 29 Address = 706 Laurie Ann Circle

Signature =
Print Name =
Unit number = 30 Address = 704 Laurie Ann Circle

Signature =
Print Name =
Unit number = 24 Address = 713 Laurie Ann Circle

Signature =
Print Name =
Unit number = 25/26 Address = 715 Laurie Ann Circle

Signature =
Print Name =
Unit number = 27 Address = 710 Laurie Ann Circle

Signature =
Print Name =
Unit number = 28 Address = 708 Laurie Ann Circle

JAN. 19, 2007 AT 09:47AM

DEVELOPMENT AGREEMENT

Document No.

Document Title

**RESOLUTION
Sponsor Mayor David**

WHEREAS, the City of Watertown has previously approved the Conditional Use Permit by the Plan Commission on June 12, 2006 for 7.7 acres known as Martin Custom Homes Condominium Development at 749 N. Church Street located in Dodge County, WI; and

WHEREAS, the owner of said property is desirous of continuing development; and

WHEREAS, this Development Agreement has been drafted, and pending approval by the Common Council, it shall be forwarded to the developer for signing.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Watertown, that the Mayor and City Clerk are hereby authorized to execute the attached Development Agreement with Martin Condominium Development, LLC.

CHRIS PLANASCH - Registrar

Fee Amount: \$41.00



Return to:

Mike Hoppenrath
106 Jones Street
Watertown, WI 53094-0477

Part of 14-291-0915-3332-055
Part of 14-291-0915-3332-056

DATE: 11.21.06		
	YES	NO
ZINDARS		
SMITH		
BERG		
KRUEGER 1		
ZGONC 2		
MEYERS		
TIETZ		
WETZEL		
YENSER		
MAYOR DAVID		
TOTAL	2	0

Adopted 21 November 2006

Michael Hoppenrath
City Clerk/Treasurer

Approved 22 November 2006

John David
Mayor

This is to certify that this is the original copy of this resolution and in witness thereof I affix my signature and the seal of the City of Watertown this 22nd day of November, 2006.

Michael Hoppenrath
Michael A. Hoppenrath, City Clerk

(November 21, 2006) Exhibit #7160

000031

NOV. 10, 2006 AT 09:38AM

Document No.

Document Title

**CONDITIONAL USE PERMIT BY THE
CITY OF WATERTOWN PLANNING COMMISSION**

On June 12, 2006, the applicant hereinafter described, petitioned for, and was granted by the Watertown Planning Commission, a Conditional Use Permit as hereinafter described, that the said premises, which use is not a permitted principal or accessory use in the zoning district classification within which the premises are encompassed. This Conditional Use Permit is personal in nature with the present applicant below, is not binding on successors in interest, and does not run with the land. Upon any transfer, sale, gift, or other conveyance of the property, the Conditional Use Permit will terminate and expire, unless renewed and approved by the Watertown Planning Commission in writing at the time of subsequent transfer, sale, gift or other conveyance.

CHRIS PLANASCH - Registrar
Fee Amount: \$13.00

Return to:

Mike Hoppenrath
106 Jones Street
Watertown, WI 53094-0477

Part of 14-291-0915-3332-055
Part of 14-291-0915-3332-056

- | | | |
|----|----------------------------------|--|
| 1. | Applicant: | Michael L. Martin |
| 2. | Owner(s) of premises: | Michael L. Martin |
| 3. | Address of owner(s) of premises: | W2656 Rock River Paradise Road, Watertown, WI 53094 |
| 4. | Address of premises: | 741 & 749 N. Church Street, Watertown, WI 53098 |
| 5. | Legal description of premises | <p>1. Part of Out Lot 12/5th Ward, and Spaulding and Prentice Add. Block 1, part of Lot 3. Lot 1 of CSM No.5804, Rec. in V.38 P.216, Doc. No.1054429. (749 N. Church Street) Located in the City of Watertown, Dodge County, Wisconsin.</p> <p>2. Part of Out Lot 12 & 15/5th Ward. Also, Spaulding and Prentice Add., Block 1, Lots 2 and 3. Lot 2 of CSM No.5804, Rec. in V.38 P.216, Doc. No.1054429. (741 N. Church Street) Located in the City of Watertown, Dodge County, Wisconsin.</p> |
| 6. | Zoning district classification: | TR-6, Two-Family Residential |
| 7. | Description of conditional use: | To establish a group development consisting of sixteen duplex condominium buildings on the premises. |
| 8. | Conditions: | <p>1. Confirmation that all taxes and payments are current.</p> <p>2. That the driveway serving unit 1A be combined with the one serving unit 1B and moved as far from the corner as possible.</p> <p>3. The storm water management plan must be addressed so that additional water sheet flow from this project to the properties to the south does not increase the current volumes.</p> <p>4. No islands in the right of way.</p> <p>5. Approval of a detailed plant species list by the City Planner.</p> |

 000001
000032

DEVELOPMENT AGREEMENT

AGREEMENT MADE this 22nd day of November, 2006 by and between Martin Condominium Development, LLC, a Wisconsin limited liability company (hereinafter, "Martin") and the City of Watertown, a Wisconsin municipal corporation (hereinafter, the "City").

RECITALS

WHEREAS, Martin is the owner of record of certain real estate within the City located at 749 North Church Street, in the City of Watertown, Dodge County, Wisconsin, more particularly described on Exhibit "A", attached hereto and incorporated by reference herein (hereinafter, the "Subject Property"), which real estate contains approximately 7.746 acres of vacant land; and

WHEREAS, Martin desires to subject the Subject Property to a condominium form of ownership under Chapter 703 of the Wisconsin Statutes to create the Martin Estates Condominiums (the "Condominium") and to develop residential condominium units on the Subject Property (the "Project");

WHEREAS, the Group Development Plan of the Condominium was approved as a Conditional Use Permit by the City of Watertown Plan Commission (the "Plan Commission") on May 22, 2006, subject to Martin entering into an agreement with the City to install, at Martin's sole cost, certain public facilities to serve the Subject Property; and

WHEREAS, Martin desires to enter into this Agreement to fulfill the conditions of the Conditional Use Permit, and the City desires to enter into this Agreement to secure certain commitments from Martin regarding the installation of certain public facilities serving the Condominium on the Subject Property.

000633

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

Development

1. Martin shall develop the Project on the Subject Property in accordance with the terms and conditions of this Agreement and all other applicable local ordinances, laws of the State of Wisconsin and regulations of the federal government for the Project.

Site Plan

2. The parties agree that Martin shall cause the Subject Property to be improved in general conformity with the Group Development Plan submitted to the City on May 15, 2006 and approved by the Plan Commission on May 22, 2006 as prepared by Uriah P. Monday, P.E. (hereinafter, the "Site Plan"). The Site Plan and supporting documentation are deemed to currently be in compliance with the terms of this Agreement, applicable local, state and federal regulations, and may be modified in the future to solve certain engineering, layout and/or design problems that are not reasonably foreseeable at the time of the execution of this Agreement. Any engineering changes to the Site Plan under this Paragraph 2 shall be approved by the City Engineer for the City of Watertown (the "City Engineer").

3. All public utilities and public improvements to be installed by Martin and accepted by the City shall conform to construction plans and specifications prepared by Uriah P. Monday, P.E., of MSA Professional Services, dated August 30, 2006 and revised on October 4, 2006 (hereinafter, the "Plans").

4. Any contractor engaged by Martin for the construction of any public facilities improvements under this Agreement shall be approved by the City Engineer. A registered

000634

professional engineer or land surveyor shall stake all public facilities installed by Martin under this Agreement.

Site Grading

5. Martin shall grade the Subject Property according to the specifications on Sheets 6 and 7 of the Grading and Erosion Control Plan for the Project. Erosion control facilities shall be in place prior to commencement of any work on the Subject Property for the Project. It shall be Martin’s responsibility to set house foundation grades for each building on the Subject Property for the Project. Martin will prepare a written plan delineating the house foundation grades for each building within the Condominium development and submit such plan to the City Engineer at least thirty (30) days prior to commencement of construction of any building for the Project. Martin shall seed all areas on the Subject Property disturbed by grading, but not yet ready for immediate construction, to prevent erosion. Martin shall also take reasonable measures to protect all existing and proposed drainage facilities from erosion damage during its construction activities for the Project.

Sanitary Sewer Service

6. Martin shall install all sanitary sewer facilities on the Subject Property for the Project, including, but not limited to, the sewer mains, manholes, castings and laterals shown on the Plans. Said installation shall be subject to a \$25.00/hour inspection fee for all time spent by personnel of the City of Watertown Engineering Department for inspecting such facilities prior to the Acceptance (as defined in Paragraph 27 below) of such facilities.

Water Supply

7. Martin shall install all water supply facilities on the Subject Property for the Project, including, but not limited to, the water supply mains, hydrants, valves and laterals shown on the Plans. Prior to Acceptance (as defined in Paragraph 27 below), the installation of these water

006635

supply facilities shall be subject to full-time inspection by an approved water inspector and Martin shall pay the reasonable costs associated with such inspections. As necessary, City of Watertown Water Utility (the "Water Utility") personnel shall monitor the work on the Subject Property and Martin shall pay the reasonable costs of such monitoring at a rate of \$26.75 per hour and vehicle time at a rate of \$21.00 per hour.

8. Martin shall reimburse the Water Utility for the reasonable costs associated with the initial painting of all fire hydrants installed within the Subject Property for the Project. The Water Utility shall invoice Martin for the reasonable costs of completing the painting and Martin shall have 30 days to pay that invoice in full. Any unpaid balance shall be subject to 1.5% interest on the unpaid balance per month, accruing from the date of the invoice.

Drainage Facilities

9. Martin shall install all drainage and storm sewer facilities on the Subject Property for the Project as shown on the Plans.

Road Improvements

10. Martin shall install all road improvements on the Subject Property for the Project prior to the issuance of any building permit for the construction of a condominium unit on the Subject Property. All private streets as shown on the Plans shall be graded to a full width, including the area where sidewalks will be placed. Martin shall place gravel fill in the roadway to a depth of fourteen inches (14") and to a width of thirty-two feet (32') as shown on Sheet 5 of the Plans. A professional engineer shall insert a gravel roadway prior to placement of curb & gutter or asphalt.

11. Martin shall install curb and gutter on all streets within the Subject Property for the Project as shown on the typical cross-section as stated on Sheet 5 of the Plans.

12. Martin shall pave all private streets within the Subject Property for the Project with

000036

a minimum two-inch (2-1/4") binder course of Type MV asphalt in the initial phase of construction. All structures such as curb inlets, manhole castings and water valves shall be set to binder course grade initially.

13. Martin shall pave all private streets within the Subject Property for the Project with a minimum one and three-quarters inches (1-3/4") surface course of Type MV asphalt in the second construction season to allow for settlement (minimum time lag is six (6) months and one (1) winter season).

14. Martin shall raise all structures on the Subject Property for the Project to finish grade by means of rings or adjustment prior to placement of second asphalt surface course.

15. Martin shall repair all property damage caused by its off-site construction activities, including damage to pavement and turf areas.

16. Prior to Acceptance (as defined in Paragraph 27 below), a professional engineer shall inspect the binder course for any failed areas and the installed curb and gutter for damage prior to placement of the surface course, and Martin shall repair any failures identified by the professional engineer.

Sidewalk

17. Martin shall install sidewalk in locations shown on the Plans. Sidewalks shall be five feet (5') wide and four inches (4") thick, and shall be six inches (6") thick through driveways. Handicap ramps shall be installed at all corners and shall be five inches (5") thick. Notwithstanding the foregoing, however, if an occupancy permit for a lot is issued by the City during the months of November through May, the sidewalk for such lots shall be installed prior to the following June 30. If Martin does not install the sidewalks by the following June 30, no further building permits shall be issued by the City for Martin unless and until the sidewalks are installed as required. It is the responsibility of Martin or other contractors building condominium units for the Project to protect

000637

all sidewalks from construction damage or replace same prior to occupancy.

Other Required Improvements

18. Martin shall pay to the City the costs for installing streetlights on the Subject Property for the Project prior to the issuance of any building permits for condominium units on the Subject Property. The City shall request a street lighting plan from the electric utility and said plan shall be approved by the City of Watertown Public Works Commission. Martin, or any successor Condominium Association, shall be responsible for maintaining, replacing and repairing the street lights after installation so as to keep all installed street lights in proper working order. The street lighting system shall be required to maintain a schedule of burning identical to the City’s lighting schedule throughout the remainder of the City. Martin, or any successor Condominium Association shall be liable for the payment of all electricity costs for the installed streetlights.

19. Martin shall pay to the City the reasonable costs of installing all required street signs on the Subject Property for the Project. The following signs are required: two (2) street name sign combinations at \$140/each and two stop signs at \$100/each. Martin shall pay the City a total of **\$480.00** for these signs. Martin, or any successor Condominium Association, shall be responsible for maintaining, replacing and repairing the street signs installed under this Paragraph.

20. Martin, or any successor Condominium Association, shall maintain, use and repair all sidewalks, curbs, gutters, and interior streets on the Subject Property for the Project, as shown on the Site Plan, in accordance with the ordinances of the City and at the direction of the City of Watertown Street Department Superintendent (“Street Department Superintendent”). Martin, or any successor Condominium Association, shall keep all streets and sidewalks in reasonably good condition and repair, safe for public travel, and reasonably free from snow, ice, and dirt to the satisfaction of the Street Department Superintendent.

21. The City shall provide, at its sole expense, regularly-scheduled garbage and refuse

000038

collection and regularly-scheduled recycling collection for the Condominium within the Subject Property using City vehicles and recycling receptacles.

As-Built Plans and Costs

22. Upon completion of the construction of all public facilities required under this Agreement, Martin shall supply the City with an “as-built” copy (electronic and paper) of all water, sanitary sewer and storm sewer facilities completed by a professional engineer. Also, to comply with the City’s auditing requirements, Martin shall supply the City with the approximate cost of the entire sanitary sewer, storm sewer and water main installation, which cost shall include labor and materials for the installation of such facilities.

Park Dedication Requirements

23. The Watertown Park, Recreation and Forestry Director decided to accept fees-in-lieu of a land dedication. The Plan Commission has determined that (1) there is no land suitable for parkland development within the proposed planned unit development on the Subject Property; (2) the dedication of land within the Condominium development is neither feasible nor in conformity with the City’s Master Plan or Park and Open Space Plan; and (3) that a cash contribution in lieu of land dedication will more properly serve the public interest. Martin acknowledges that his payment of these fees is voluntary and the subject of negotiations between the City and Martin. Recent changes to Section 66.0617 of the Wisconsin Statutes, contained in 2005 Wisconsin Act 477, are about to be adopted and implemented by the City following a public hearing on November 21, 2006. Instead of Martin waiting until these changes are codified in the City’s Ordinances, Martin agrees to waive any objections he may have to the current Parkland Improvement fees and Recreational Facilities Improvement fees imposed as impact fees by the City. Martin expressly agrees to the payment of the impact fees assessed below and further agrees to waive any error, invalidity or irregularity in the determination or assessment in the following impact fees.

000039

Martin has a strict timeline and construction schedule. Thus, the City will not require him to await full implementation of the amendments to Section 20.11(23) of the Watertown General Ordinances, in return for his waiver and agreement contained herein. Martin has consulted with his legal counsel prior to making this voluntary waiver and Martin knowingly and freely, with full understanding of his legal rights in this situation, agrees to tender the following impact fees to the City:

The Parkland Improvement Fee for the Project on the Subject Property is as follows:

$$32 \text{ dwelling units} \times \$200.00/\text{dwelling unit} = \$6,400.00.$$

The Recreational Facility Improvement Fee for Project on the Subject Property is as follows:

$$32 \text{ dwelling units} \times \$1,066.00/\text{dwelling unit} = \$34,112.00.$$

Said fees shall be paid at the time that the first building permit is issued for a condominium unit on the Subject Property. Except as otherwise required by this Agreement, Martin shall not be required to pay the City any additional impact fees (including, without limitation, additional Parkland Improvement Fees and/or Recreational Facility Improvement Fees) for the Project.

Plat Review Fees

24. Martin shall pay to the City fees, as required herein, according to the schedule called for in Chapter 20, Subdivision Regulations. The fees are as follows:

$$\text{Final plat review fee: } \$100 + (\$50.00/\text{dwelling unit} \times 32 \text{ dwelling units}) = \$1,700.00.$$

Financial Capabilities of Developer

25. Martin agrees to abide by the requirements of Section 20.11 (24) of the City's Subdivision Regulations pertaining to fiscal guarantees for completion of all public utility work associated with the Subject Property. Martin shall tender to the City an irrevocable letter of credit (the "Letter of Credit") in an amount equal to the estimate of the cost of the work to be performed

000040

by Martin under this Agreement as determined by the City Engineer (the “Estimated Costs”) within ten (10) days of the execution of this Agreement to fulfill its obligations under Section 20.11 (24) of the City’s Subdivision Regulations.

26. The Letter of Credit may be reduced as work progresses on the Project by the value of the work completed upon the written approval of the City Engineer. Upon Acceptance of the public utility facilities, the Letter of Credit shall be reduced to an amount equal to 10% of the Estimated Costs to secure Martin’s obligations under Paragraph 28 of this Agreement. The Letter of Credit shall automatically terminate on the 365th day after the date of Acceptance.

Acceptance

27. The City Engineer shall inspect all public facilities installed by Martin under this Agreement upon completion and, if deemed acceptable, shall issue a written approval of same to Martin (“Acceptance”). The City Engineer’s Acceptance of all public facilities under this Paragraph 27 shall not be unreasonably conditioned, withheld or delayed. The public facilities required to be installed by Martin under this Agreement shall not be fully utilized for the Condominium prior to the Acceptance. Except as provided in Paragraphs 18, 19, 20, 28, and 29, upon Acceptance, Martin shall have no further obligation to perform any work under this Agreement.

Warranties

28. Martin shall warrant all public facilities designed or constructed by Martin under this Agreement against any and all defects in workmanship and materials for a period of 365 days after the date of Acceptance. In addition to the warranties for workmanship and materials, Martin shall remedy the negligent installation of any public facilities designed or constructed by Martin under this Agreement for a period of 365 days after the date of Acceptance. All warranties by Martin with respect to the public facilities constructed under the Agreement shall automatically

000041

expire the 365th day following the date of Acceptance.

Easements and Monuments

29. Martin, or any successor Condominium Association, agrees to convey or dedicate all necessary easements on, over and under all roadways within the Condominium development on the Subject Property to the City for the extension of sanitary sewer, water supply, access to storm sewer, and other public improvements, which may serve the Subject Property. Martin, or any successor Condominium Association, agrees to convey or dedicate all necessary easements on, over and under a strip of land, twenty (20) feet in width, running along the southerly boundary of the Condominium development containing storm sewer pipe to the detention pond on the development. These easements shall be located so as to cause a minimum of inconvenience in the development of the Subject Property. These easements shall be granted to the City prior to issuance of any building permits for condominium units on the Subject Property. All electricity, telephone, cable television and natural gas lines shall be installed underground, the location of which shall be at either the option of Martin or the respective utility installing same.

30. Martin shall place, or cause to be placed and installed, all survey or other monuments required by Wisconsin law or local ordinances prior to issuance of any building permits for condominium units on the Subject Property. Interior piping or placement of monuments upon the Subject Property for the Project shall be installed after the improvements are completed.

Issuance and Approval of Permits

31. Martin, and/or its successors and assigns, agrees to secure the necessary permits required for the construction of the Project on the Subject Property and to pay all appropriate fees regarding same. No building permits for the construction of condominium units for the Project on the Subject Property shall be issued until all required public facilities (including, without limitation, curbs and gutters) are installed, tested and accepted, in writing, by the City, and private roadway

000042

binder course is placed.

Severability

32. If any provision of this Agreement is held invalid by a court of a competent jurisdiction, or in the event a court shall determine that the City and/or Martin do not have the power to perform a disputed provision, the provision shall be deemed severed from this Agreement, and any such invalidity shall not effect any of the other provisions contained herein, and the judgment or decree shall relieve the City and Martin from performance under the invalid provision of this Agreement.

Modification of Plans

33. It is understood that because of external considerations and planning progress, it may, from time to time, be necessary to change the survey, layout, plans, drawings, technical information or other terms and conditions of this Agreement. Any minor changes or adjustments can be made between Martin and the appropriate administrative staff of the City. Any substantial changes can be made only with the approval of the City Plan Commission. All modifications to this Agreement shall be in writing in order to be binding upon the parties.

Binding Effect

34. This Agreement shall be binding upon and inure to the benefit of the parties, successor, owners of record of the Subject Property, assignees, lessees, and upon successors in office or municipal authorities of the City, and be enforceable by order of a court pursuant to the provisions of Wisconsin law. Nothing herein shall in any way prevent alienation or sale of the Subject Property or a portion thereof except that said sale shall be subject to the provisions of this Agreement, the Watertown Subdivision Regulations and of the Watertown Zoning Code, as amended, from time to time, and in effect at the time of such sale or further development. Notwithstanding any provision of this Agreement, the parties shall be obliged to conform to any

000043

amendments to the Watertown Zoning Ordinance hereinafter adopted relating to the uses, parking, setbacks, loading, or other regulations that are adopted subsequent to the date of this Agreement (other than the fee provisions in Paragraph 23 of this Agreement). This Agreement shall be binding upon the parties or their successors in interest and shall run with the land. This Agreement and the ongoing maintenance provisions contained herein shall be binding upon Martin or any successor Condominium Association or like entity, or binding upon the individual property owners within the Condominium development in the absence of any Condominium Association.

Authorization to Execute

35. The principals of Martin, in executing this Agreement, confirm that they have been lawfully authorized to execute this Agreement and the Common Council of the City has authorized the Mayor and City Clerk/Treasurer to execute the Agreement on behalf of the City.

Dispute Resolution

36. In the event either party believes that the other party has failed to comply with any requirements of this Agreement, it must evoke the following procedures. The party asserting the noncompliance must serve written notice on the other party, namely, the Mayor and Martin. The notice will identify the specific statutory, regulatory, or Agreement provision alleged to have been violated and will specify the factual basis for the alleged noncompliance. The City and Martin will thereafter meet within fifteen (15) days in an effort to resolve the dispute. In the event the dispute is not resolved to the satisfaction of the parties within thirty (30) days after the service of the notice, the dispute will be referred to a panel of arbitrators whose arbitration will be governed by Chapter 788 of the Wisconsin Statutes. The arbitration panel will consist of one person selected by Martin and one person selected by the City, these two arbitrators to select a third. The decision of any two arbitrators of this panel will be final and binding on both parties hereto. Each party hereto will pay one half of the expense of such arbitration. The City and Martin consent to suit in Dodge County

000044

Circuit Court for enforcement of any arbitration award rendered pursuant to this Agreement and any other action which may arise in relation to the validity or enforcement of this Agreement. The requirement of utilizing arbitration under this Paragraph to resolve any disputes between the parties shall terminate on the 365th day after the date of Acceptance and thereafter, the parties shall have any and all rights available to resolve their disputes as if this Paragraph never existed.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

MARTIN CONDOMINIUM DEVELOPMENT, LLC

BY: Mike Martin

PRINT NAME: MIKE MARTIN

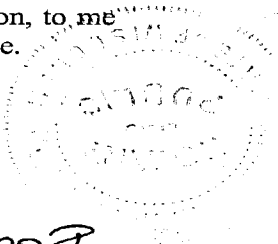
PRINT TITLE: PRESIDENT

000045

STATE OF WISCONSIN)
Jefferson COUNTY)SS

Personally came before me this 10th day of Jan 2008, the above named person, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Matthew
Notary Public



My Commission Expires 6/21/2008

CITY OF WATERTOWN, WISCONSIN

BY: John P. David
John P. David, Mayor

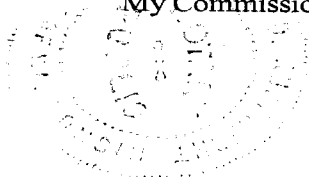
BY: Matthew
Michael H. Hoppenrath, Clerk/Treasurer

STATE OF WISCONSIN)
Jefferson)SS
COUNTY)

Personally came before me this 28th day of Nov. 2006, the above named John P. David and Michael H. Hoppenrath, in their official capacities as officers of the City of Watertown, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cynthia D. Ruppel
Notary Public

My Commission Expires Dec. 23, 2007



000046

THIS INSTRUMENT DRAFTED BY:

Attorney Thomas J. Levi, City Attorney and
William T. Stuart, Attorney for Martin Condominium Development, LLC

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920.206.4264

Ritchie M. Piltz, CSI
920.262.4034

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members
FROM: Andrew Beyer, P.E.
DATE: July 6, 2023
RE: Public Works Commission Meeting of July 11, 2023

Agenda Item:

Review and take possible action: Plaza Phase II Concrete Ramp Improvement alternatives

BACKGROUND:

The City of Watertown solicited a request for proposals for professional engineering services for the design of an Americans with Disabilities Act (ADA) accessible concrete ramp to connect the remaining City Plaza area at 1 E. Main Street to the parking lot at 112 S. First Street and the existing wood riverwalk on the southeast side of the Rock River in downtown Watertown.

The City hired GRAEF of Milwaukee, WI to perform said design work and bid the ramp construction project in June of 2023 with construction to be completed in calendar year 2023. The bulk of the project scope includes concrete ramp construction, railing installation and lighting installation. Alternate bid items for parking lot construction, concrete flatwork, and asphalt patching were also included in the bid form.

One bid was received from Hunzinger Construction of Brookfield, WI. The base bid received exceeded the engineer's estimate and budget allocation. The Engineering Division would like to discuss construction alternatives and get direction on how to move forward. A spreadsheet of potential construction alternatives is attached for review.

Enclosed:

Spreadsheet

PLAZA OPTIONS

7/5/2023

OPTION	AMOUNT	In Budget
OPTION 1		
Award the following:		
Base Bid A	\$377,361.93	
Alt. Bid C - Cast in place	\$5,884.00	
With Form liner	\$1,540.00	
Concrete Plaza Surface	\$44,000.00	
With Lighting	\$428,785.93	
Without Lighting	\$395,527.93	
S. 1st St. Parking Lot	\$94,810.69	In Budget
Lighting	\$33,258.00	In Budget
(Lighting is in Base Bid)	\$128,068.69	

OPTION 2

Not award bid and readvertise with 2024 construction projects in January. Request # in budget.

OPTION 3

Fence off Plaza overlook with decorative railing and add railing to Boardwalk

Options for railing:

Place decorative railing this year. NOTE: \$654.63/l.f.

Use decorative and combine with State bridge project. Keep closed until State project completes

Reuse existing fencing and add sections as needed. Source: Menards. Do this year.

Have concrete surface placed this year by contractor or City crews - TBD.

Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920.206.4264

Ritchie M. Piltz, CSI
920.262.4034

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members
FROM: Andrew Beyer, P.E.
DATE: July 6, 2023
RE: Public Works Commission Meeting of July 11, 2023

Agenda Item:

Review and take possible action: Award Plaza Phase II Concrete Ramp Improvements Contract #11-23 Base Bid, Alternate Bid C & Alternate Bid 2 to Hunzinger Construction Co. for \$428,785.93

BACKGROUND:

The Engineering Division publicly opened bids for the Plaza Phase II Concrete Ramp Improvements Project, Contract #11-23, on June 28, 2023. One bid was received. After review of the bid received, the following base bid and alternate bid combination appears to be in the best interest of the City pending available funding:

Base Bid A: Concrete Ramp Improvements - \$377,361.93

Alternate Bid C: Cast-in-place Concrete Wall in lieu of Base Bid 4A - \$5,884.00

Alternate Bid 2: Retaining Wall and Concrete Plaza Surface - \$45,540.00

Total cost to perform work is \$428,785.93. Bid tab is attached.

Enclosed:

Bid tab


Plaza Phase II Concrete Ramp Improvements (#8542621)
Owner: City of Watertown
Solicitor: Watertown WI, City of
06/28/2023 10:00 AM CDT
**Hunzinger Construction
Company**

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Plaza Phase II Base Bid A: Concrete Ramp Improvements							\$377,361.93
	1A	1A	Excavation Common	LS	1	\$74,313.00	\$74,313.00
	2A	2A	Base Aggregate Dense 3/4-Inch	TON	30	\$54.24	\$1,627.20
	3A	3A	Removing Asphaltic Surface	SY	17	\$69.95	\$1,189.15
	4A	4A	ADA Compliant Masonry Block Concrete Ramp and Stair	LS	1	\$170,764.00	\$170,764.00
	5A	5A	Thickened Edge Concrete Sidewalk	SF	378	\$13.30	\$5,027.40
	6A	6A	Concrete Curb Pedestrian	LF	20	\$30.53	\$610.60
	7A	7A	Curb Ramp Detectable Warning Field Yellow	SF	12	\$69.77	\$837.24
	8A	8A	Decorative Railing	LF	126	\$654.63	\$82,483.38
	9A	9A	LED Walkway Lighting Fixture, Pole, and Base	EA	3	\$11,086.00	\$33,258.00
	10A	10A	Non-Metallic Conduit and Wiring	LF	150	\$18.98	\$2,847.00
	11A	11A	Electrical Service and Distribution	LS	1	\$310.50	\$310.50
	12A	12A	Concrete Sidewalk 4-Inch	SF	258	\$15.87	\$4,094.46
Alternate Bid B: S. First Street Parking Lot Reconstruction							\$94,810.69
	1B	1B	Base Aggregate Dense 3/4-Inch	TON	40	\$69.00	\$2,760.00

	2B	2B	Concrete Driveway 6-Inch	SY	15.4	\$132.40	\$2,038.96
	3B	3B	Tack Coat	GAL	58	\$11.50	\$667.00
	4B	4B	HMA Pavement 3 LT 58-28 S	TON	108	\$120.75	\$13,041.00
	5B	5B	HMA Pavement 4 LT 58-28 S	TON	84	\$132.25	\$11,109.00
	6B	6B	Concrete Curb & Gutter 30-Inch Sloped	LF	344.2	\$52.90	\$18,208.18
	7B	7B	Concrete Curb Pedestrian	LF	2	\$178.25	\$356.50
	8B	8B	Concrete Sidewalk 4-Inch	SF	1004	\$8.58	\$8,614.32
	9B	9B	Concrete Sidewalk 6-Inch	SF	129	\$22.37	\$2,885.73
	10B	10B	Curb Ramp Detectable Warning Field Yellow	SF	12	\$69.77	\$837.24
	11B	11B	Decorative Railing	LF	34	\$654.64	\$22,257.76
	12B	12B	LED Walkway Lighting Fixture, Pole, and Base	EA	1	\$11,086.00	\$11,086.00
	13B	13B	Non-Metallic Conduit and Wiring	LF	50	\$18.98	\$949.00
Alternate Bid C: Cast-in-place Concrete Wall							\$58,000.00
	1C	1C	Cast-in-place concrete wall with form liner finish and 2 1/4-Inch high precast cap and stair, in lieu of Base Bid Item 4A.	LS	1	\$58,000.00	\$58,000.00
Alternate Bid 1: Retaining Wall and Asphaltic Plaza Surface							\$43,000.00
	1D	1D	Finalizing the Retaining Wall to the street and providing guardrail as shown on the plans. Plaza surface to be 2" Asphalt Surface Course 4 LT 58-28 S rated to meet ADA slopes.	LS	1	\$43,000.00	\$43,000.00

Note: Add \$5,884.00 to Base Bid for a Cast-in-place wall with form liner.

Note: Add \$1,540.00 to Alternate Bid if additional Cast-in-place wall with form liner is required.

Alternate Bid 2: Retaining Wall and Concrete Plaza Surface							\$44,000.00
	1E	1E	Finalizing the Retaining Wall to the street and providing guardrail as shown on the plans. Plaza surface to be 6" Concrete Slab. Remove existing stone as required for proposed concrete. Shape and grade	LS	1	\$44,000.00	\$44,000.00
Base Bid Total:							\$617,172.62

Note: Add \$1,540.00 to Alternate Bid if additional Cast-in-place wall with form liner is required.



Jaynellen J. Holloway, P.E.
920.262.4050

Andrew Beyer, P.E.
920.262.4052

Maureen McBroom, ENV SP
920.206.4264

Ritchie M. Piltz, CSI
920.262.4034

Administrative Assistant
Wanda Fredrick 920.262.4060

MEMO

TO: Chairperson Wetzel and Commission Members
FROM: Jaynellen J. Holloway, P.E.
DATE: July 6, 2023
RE: Public Works Commission Meeting of July 11, 2023

Agenda Item:

Update: Riverside Park Stone Walls Rehabilitation Project

BACKGROUND:

The City of Watertown Finance Committee at their May 31, 2023 meeting approved a contract with K&K Masonry of Watertown, WI for \$139,800 to repair the following sections of stone walls in Riverside Park:

AREA	DESCRIPTION	PRICE
1	Main entrance along Boughton St.	\$36,600.00
5	Second most NE stone foot bridge	\$30,700.00
8	Stone overlook on west side of stone bridge under Labaree St.	\$32,300.00
10	West stone wall immediately west of Labaree St.	\$31,700.00
	Bonds and Insurance	\$8,500
	TOTAL	\$139,800

The total bid cost to repair all sections of the walls and bridges is \$291,000, with cost of insurance and bonds.

The Mayor contacted the Watertown Area Community Foundation to inquire as to whether they would have any interest in funding a portion or all of the balance needed to complete all the stone wall and bridge repairs in the park. The Watertown Area Community Foundation responded back that they would under certain conditions. Those being:

- 1) The repair of the bridge closest to the City sheds will be repaired and not removed.
- 2) The Division Street entrance to the park will remain undisturbed and any additional stone needed will be found in areas which would typically not be noticed by the public.
- 3) The City will prepare and erect a brass plaque with the following statement, "This wall and bridge restoration project was made possible through a donation by the Watertown Riverfest Committee 1987-2022. Donated July of 2023".

If the City could honor their conditions, they would provide \$160,000 to the project. I responded to the Foundation, after speaking with the Mayor, that the City would honor their conditions. We anticipate a check from the Foundation within a few weeks for the full \$160,000.

Section 4, Item D.

In the original scope of work, six sections of stone walls – three on each side of the Boughton Street stone wall entrance into the park were to be removed to create extra stones for K&K Masonry to use in repair of the structures. They are now to remain. Stone will be found in other stone walls within the park that are not as visible to the Public. Engineering has issued a change order to K&K Masonry for the six remaining sections of walls to be repaired. Depending on the cost, not all the work will be completed in 2023 and what remains to be repaired would have to be placed and approved in the City's 2024 capital improvement budget. A funding spreadsheet summary is attached for your review.

Attachments:

Funding Spreadsheet Summary

Riverside Park Stone Wall Rehabilitation Project Funding Summary

Funding: Fund #5 \$87,400.00
 ARPA \$75,000.00
 \$162,400.00

AREA	DESCRIPTION	PRICE
1	Main entrance along Boughton St.	\$36,600.00
2	West and south facing walls off Hill Ct. & Labaree St.	\$30,200.00
4	NE most stone foot bridge	\$27,500.00
5	Second most NE stone foot bridge	\$30,700.00
6	Stone foot bridge immediately east of Labaree St.	\$29,300.00
7	East side of stone bridge under Labaree St.	\$29,700.00
8	Stone overlook on west side of stone bridge under Labaree St.	\$32,300.00
10	West stone wall immediately west of Labaree St.	\$31,700.00
10	West most bridge (west of Area #9 bridge) west of Labaree St.	\$7,200.00
	Subtotal	\$255,200.00
	Bonds & Insurance	\$8,500.00
TOTAL		\$263,700.00

9	Not Awarded	\$27,300.00
		\$291,000.00

Total if all awarded, plus bonds and insurance

Awarding

1	Main entrance along Boughton St.	\$36,600.00
5	Second most NE stone foot bridge	\$30,700.00
8	Stone overlook on west side of stone bridge under Labaree St.	\$32,300.00
10	West stone wall immediately west of Labaree St.	\$31,700.00
	Bonds & Insurance	\$8,500.00
TOTAL		\$139,800.00

Remaining

2	West and south facing walls off Hill Ct. & Labaree St.	\$30,200.00
4	NE most stone foot bridge	\$27,500.00
6	Stone foot bridge immediately east of Labaree St.	\$29,300.00
7	East side of stone bridge under Labaree St.	\$29,700.00
9	Stone foot bridge west of Labaree Street	\$27,300.00
10	West most bridge (west of Area #9 bridge) west of Labaree St.	\$7,200.00

TOTAL \$151,200.00**FUNDING**

	Available Funding	\$162,400.00
	Total Project Costs, Including Area 9	\$291,000.00
	Needed Funding to complete project	\$128,600.00
	CO #1: Added Area #1 walls - <i>Estimated</i>	\$35,000.00
	Needed Funding to complete project	\$163,600.00
	Funding from WACF	\$160,000