



**CITY OF ELKHORN
COMMON COUNCIL MEETING AGENDA**

Tuesday, July 5, 2022 - 5:30 p.m.

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

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) **Public Comment** *Public comments are limited to three minutes each. The public may speak on any item that is not included on this agenda as a "Public Hearing or Forum", but the Council may not respond or discuss the issue brought forward at this time. In accordance with open meeting laws the Council must notice an item on the agenda to allow discussion on that matter. Your comments will be considered and may be placed on a future agenda for further discussion.*
- 5) **Consent Agenda** *(One motion & a second will approve all of the following items listed. Any item may be pulled from the list and handled separately.)*
 - a) Council Meeting Minutes: June 20, 2022
- 6) **Report of City Officers**
 - a) Mayor
 - b) City Administrator
- 7) **New Business**
 - a) Discussion and Possible Decision Regarding Bids for 2022 Elkhorn Stormwater Improvement Project
 - b) Discussion and Possible Decision Regarding Harold Deback Trust 2 Lot Certified Survey Map – Petrie Road
 - c) Discussion and Possible Decision Regarding Resolution No. 22-13: A Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement
 - d) Discussion and Possible Decision Regarding Bids for 2022 Utility Side Water Lateral Replacement Project
- 8) **Adjourn into Closed Session**
 - a) Pursuant to Wisconsin Statue 19.85(1)(g), a closed session to confer with legal counsel for the City, who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved due to land uses occurring at 220 S. Broad Street.
- 9) **Reconvene in Open Session** for possible action on Closed Session items
- 10) **Adjourn**

DATED at Elkhorn, Wisconsin, this 1st day of July 2022

Lacey L. Reynolds, City Clerk

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

CITY OF ELKHORN COMMON COUNCIL
MEETING MINUTES
June 20, 2022
COUNCIL CHAMBERS, 311 SEYMOUR CT., ELKHORN, WI 53121

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

ROLL CALL

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

Others present: City Administrator Adam Swann, Attorney Ward Phillips, City Clerk Lacey Reynolds, Police Chief Joel Christensen, DPW Manager Matthew Lindstrom, Fire Chief Rod Smith, Finance Director Corrie Daly, Recreation Director Karl Sorvick, Utility Field Office Coordinator Dawn Gall, Water Superintendent Tim Boss, Library Director Chad Robinson, City Engineer Naomi Rauch, other interested persons.

PUBLIC COMMENT

John Czerwinski, Daniel Maurina, Alex Torres, Joe Koehnke, Ken Preeze, John Roberts Jr., Kaylee Mowery, Gina Paffhausen, John Greeley, Brian Madl, Eric Truesdale, Cathy Truesdale, Stephanie Leuptow all spoke in support of the Lakehouse.

Kyle and Sara Deschner thanked the Council for considering the J. Robert Menswear application and look forward to working with the City.

Kim DeHaan shared her dissatisfaction with the upkeep of the City parks.

Lisle Blackburn spoke for Jeff and Kelly Adams and about the criteria of a liquor license applicant.

Mark Sostrich, attorney for Amy Higgins said the Lakehouse application has met all the statutory and city ordinance requirements.

Amy Higgins shared about her staff and asked the council to support the Lakehouse.

CONSENT AGENDA

Motion (Payson Jr./Young) to approve the minutes of the June 6, 2022 Common Council meeting. Voice vote, all approved, motion carried.

BILLS PAYABLE

Motion (Dunwiddie/Meinel) to approve the City and Utility Bills in the amount of \$2,615,790.80 (Check numbers 167756-167989). Roll call vote: Dunwiddie, yes; Meinel, yes; Young, yes; Shiroda, yes; Payson Jr., yes. Motion carried.

PRESENTATION by Jason Tadlock, District Administrator, Elkhorn Area School District. Jon Anzalone and Jason Tadlock spoke about the shared grant writer position. The school district will be able to fund the grant writer position using the community service fund and is seeking office space for the employee. The library has space and is willing to offer use of the space for the grant writer. The Council is interested in partnering with the school district and the chamber.

Tadlock also gave an overview of the Elkhorn Area School District housing survey results. Nine years ago there were approximately 100 students open enrolled and now there are 769 students. Based on the most recent survey sent out to families 46% of open enrolled families would like to live within the Elkhorn Area School District. 62% of families have actively looked for housing in the Elkhorn area and have not been able to find housing. Alderman Shiroda asked Mr. Tadlock if he believes the new concept plan

community would be helpful in fulfilling some of the housing need. Tadlock replied yes, the addition of the apartment complex will help families as well as staff with housing needs.

REPORT OF CITY OFFICERS

MAYOR'S REPORT - Swearing in of Elkhorn Area Career Fire Fighters. City Attorney Ward Phillips swore in Scott DeVault and Carl Strait.

CITY ADMINISTRATOR'S REPORT – Administrator Swann met with Teronomy about the mixed use development plan. Bielinski homes is planning a development off of Church St. The draft of the intergovernmental agreement regarding the shared grant writer should be ready for the next meeting.

LIAISON COMMITTEE MEETING REPORTS

Fire Advisory Board – The next meeting will be the end of July.

Library Board – There were over 200 people who attended the summer reading kick off. Alderman McClory offered a program about metal detecting on June 11th. Library on the go is up and running at the pool.

Recreation Advisory Board – Recreation Director Sorvick thanked his staff for making the first week at the pool a huge success. The next Park and Rec. Meeting will be August 10th at the City Administration Offices.

Chamber of Commerce – Chris Clapper shared there are 27 regular vendors attending Saturday's on the Square and the grant writer position will be a win for the Elkhorn community.

COMMITTEE REPORTS

Legislative and Regulatory Recommendation to approve the New Class "B" Fermented Malt Beverage / "Class B" Liquor for Lakehouse Breakfast Bar and Grill, dba Lakehouse Breakfast Bar and Grill, 10 W. Evergreen Pkwy Suite 1 & 2, Amy Grace Higgins, Agent. Alderman Payson Jr. asked Ms. Higgins if the restaurant operational without a liquor license. Ms. Higgins said food accounts for 75% of sales and liquor 25% of sales. Alderman Shiroda inquired about background checks being done on all shareholders of an LLC. Alderman Shiroda asked Ms. Higgins why she moved the restaurant. Ms. Higgins shared there are two reasons, to grow the business and include an outdoor space and the previous building was seized. *Motion (Meinel/Dunwiddie) to approve the New Class "B" Fermented Malt Beverage / "Class B" Liquor for Lakehouse Breakfast Bar and Grill, dba Lakehouse Breakfast Bar and Grill, 10 W. Evergreen Pkwy Suite 1 & 2, Amy Grace Higgins, Agent. Roll call vote: Meinel, yes; Dunwiddie, yes; Payson Jr., no; Young, yes; Shiroda, no. Motion carried 3-2.*

Legislative and Regulatory Recommendation to deny the New Class "B" Fermented Malt Beverage / "Class B" Liquor for Underground Sound Jazz LLC, dba The Black Tie, 19 S. Wisconsin St., Kyle Charles Deschner, Agent. Kyle spoke about his business ideas and would like to meet with City staff to go over possible additions to his business. Kyle asked to withdraw his application at this time to regroup.

UNFINISHED BUSINESS

Discussion and Possible Decision re Water and Electric Departments' Opt-Out Program for Advanced Metering Infrastructure (AMI). *Motion (Payson Jr./Shiroda) to approve the Water and Electric Departments' Opt-Out Program for Advanced Metering Infrastructure (AMI). Roll call vote: Payson Jr., yes; Shiroda, yes; Young, yes; Meinel, yes; Dunwiddie, yes.*

Discussion and Possible Decision re Spring and Fall Leaf Collection Equipment Options. DPW Manager Matthew Lindstrom informed the Council this option would require only one employee to run leaf collection and all costs will be due in 2023. *Motion (Shiroda/Young) to approve the purchase of a*

DCL800HL Hook Lift Mount unit for no more than \$410,000.00. Roll call vote: Shiroda, yes; Young, yes; Payson Jr., yes; Dunwiddie, yes; Meinel, yes. Motion carried.

NEW BUSINESS

Discussion and Possible Decision re Quotes for July 1, 2022 – June 30, 2023 Reinsurance Policy for City Employee Health Coverage. Administrator Swann shared the multiple quotes received for the health insurance renewal and recommendation to stay with Gerber Life Certus current renewal rate of \$558,102.88. *Motion (Payson Jr./Dunwiddie) to approve the current renewal with Gerber Life Certus of \$558,102.88. Roll call vote: Payson Jr., yes; Dunwiddie, yes; Meinel, yes; Young, yes; Shiroda, yes. Motion carried.*

Discussion and Possible Decision re Execution of HVAC Maintenance Contract with Westenn Mechanical for One Year. DPW Manager Matthew Lindstrom shared three quotes were received and Westenn had the lowest quote. *Motion (Payson Jr./Meinel) to approve the one year contract with Westenn for 2022-2023 HVAC maintenance at the cost of \$23, 493.00. Roll call vote: Payson Jr., yes; Meinel, yes; Dunwiddie, yes; Young, yes; Shiroda, yes. Motion carried.*

Discussion and Possible Decision on 2022 Elkhorn Stormwater Improvements. Naomi Rauch from Kapur went over the two components and costs of the stormwater improvements, the biofiltration basin and pond dredging. The biofiltration basin is currently out for bid and will begin this year. The dredging of the Elkhorn West Wetland costs are higher than anticipated and needed permits from the DNR will push back the timeline for the improvements to 2023.

ADJOURN

Motion (Payson Jr./Young) to adjourn at 7:13 p.m. Voice vote, all approved, motion carried.

Lacey L. Reynolds
City Clerk



MEMO

TO: Mayor Bruce Lechner
Alderman Ronald Dunwiddie
Alderman Scott McClory
Alderman Ken Meinel
Alderman Gary Payson, Jr.
Alderman Tim Shiroda
Alderman Karel Young

FROM: Adam Swann

DATE: July 1, 2022

RE: Common Council Meeting on July 5, 2022

City Administrator Report

- **Capital Improvement Plan (CIP) software**

In an effort to strengthen the City's capital improvement planning process, Operations Manager Matt Lindstrom, Finance Director Corrie Daly, and I participated in several CIP software demos on Wednesday, June 28. The demos were provided by ClearGov and Plan-It. These software programs help cities plan and budget for capital improvement projects. For example, they allow cities to create individual reports on capital improvement projects, update project details, easily move projects from one year to another, identify how the projects will be funded, and print a variety of different reports showing the CIP projects by funding source, department, type of project, year, etc.

The program supplied by Plan-It is the cheaper option. It would cost approximately \$6,975 the first year and then \$3,487.50 every year thereafter. Plan-It produces some nice reports, but unfortunately, it lacks some important

functionality, including the ability to import the City's InCode accounts. It also doesn't enable department directors to submit proposed projects prior to adding them to the CIP. Furthermore, Plan-It is strictly a CIP program and does not offer additional budgeting tools, so the City wouldn't be able to use it as part of a comprehensive budgeting program.

For the preceding reasons and some additional reasons set forth below, Lindstrom, Daly, and I think the program offered by ClearGov could be worth the higher cost. Although it would cost \$8,500 per year, plus a one-time setup fee of \$1,800, the ClearGov program seemed easier to use and offered more dynamic charts and reporting options. There are no limits on the number of users either. Another benefit of this CIP program is that it could be used in conjunction with other ClearGov modules, such as their operational budget software, personnel budgeting software, and digital budget book, which Lindstrom, Daly, and I think would be beneficial for the City to use in future years (and to try to budget for in 2023). Although these additional modules come at a cost, ClearGov's budgeting software would improve the efficiency of the budgeting process, reduce potential errors, and provide budget information in a way that is useful for the public.

No action is needed on this item at this time, but we just wanted the Council to be aware of a potential budget item for 2023 and options for modifying the CIP and budgeting tools.

- **Easement for Northeast Water Treatment Plant sewer extension**

City Attorney Ward Phillips is negotiating with W&W Ventures, LLC to acquire a utility easement so the City can extend the gravity sewer line serving the Northeast Water Treatment Plant. The NE WTP's current sewer access is a 1.5" force main, which is inadequate. Improving sewer access will improve the functionality of the water treatment plant because it will allow the plant to backwash the contaminants out of the filters more consistently, allowing the plant to operate without interruption. This will increase the production capacity of the plant.

- **Intergovernmental Agreement with the Elkhorn Area School District and Elkhorn Chamber of Commerce for Shared Grant Writer Position**

The City and School District have been working on a proposed intergovernmental agreement for the shared grant writer position. Both parties

have made proposed revisions to the agreement. We hope to have a draft ready for Council's review and consideration at the second Council meeting in July.

New Business

- **Discussion and Possible Decision Regarding Resolution No. 22-13: A Resolution Authorizing Execution of the Department of Natural Resources Principal Forgiven Financial Assistance Agreement**

As I mentioned in my June 6 memo to the Council, the Water Department would like to offer a private lead service line replacement program in 2022 using forgivable funding from the Wisconsin DNR. The City has been approved for up to \$560,000 in forgivable funding, with a max of \$7,000 per project. The City anticipates being able to provide funding to approximately 80 properties, assuming each property uses the project max of \$7,000.

In order to utilize this funding and offer the program, the City must approve the proposed resolution and financial assistance agreement with the DNR, copies of which are in the Council packet.

- **Discussion and Possible Decision Regarding Bids for 2022 Utility Side Water Lateral Replacement Project**

On Thursday, June 30, the City opened bids for the project to remove 19 public lead service lines in the City, as required by the Wisconsin DNR. Both City staff and project engineer Foth Infrastructure and Environmental were pleased with the bids because Foth had estimated that the total project cost might be \$285,000, but fortunately all the bids were under \$285,000.

The Council packet includes a recommendation from Foth Infrastructure and Environment to approve the bid from Bradford Contractors, LLC in the amount of \$171,965. This bid includes a \$15,000 allowance for pole holding, but this allowance won't be needed because the pole holding will be done by the City's Electric Department at no charge. As a result, the cost will be closer to \$156,965.

The lead service line replacement project was not budgeted for in 2022, but the Water Department currently has \$2,047,862.80 in cash to pay for the project. (Of this amount, approximately \$175,844 is reserved for the residential and commercial cross-connection programs recently approved by the Council.)

MEMORANDUM TO THE CITY OF ELKHORN

To: Matt Lindstrom

From: Wyatt Ploetz

CC: Adam Swann, Mike Timmers

Date: June 27, 2022

Re: Bid Approval and Recommendation for 2022 Elkhorn Stormwater Improvements

A total of four bids were received on Wednesday, June 22, 2022 for the **2022 Elkhorn Stormwater Improvements Project**. The bids were reviewed, and the final bid tab results are as follows:

Item	<u>Bidder No. 1</u> All-Ways Contractors, Inc. (Elm Grove, WI)	<u>Bidder No. 2</u> Musson Bros. Inc. (Waukesha, WI)	<u>Bidder No. 3</u> Willkomm Excavating (Union Grove, WI)	<u>Bidder No. 4</u> Tenex Contractors Corp. (Burlington, WI)
Total Base Bid:	\$242,440.00	\$324,728.50	\$412,366.73	\$436,004.20

Per the Contract, the award of the **2022 Elkhorn Stormwater Improvements** shall go to the lowest responsible bidder based on the lowest bid of the work that the City chooses to complete.

Based on the review of the bids, the review of the bidder's qualification statement and previous experience, and discussion with the City and DPW staff, it is my recommendation to award the **2022 Elkhorn Stormwater Improvements** contract to **All-Ways Contractors, Inc.** A bid bond of 5% of the contract price, a qualification statement, and a list of subcontractors were submitted and complete with each bid. The project General Bid Tab, with complete details of the bids, is attached for your review.



1224 Pine Street
Burlington, WI 53105
T: 262.767.2747 • F: 414.351.4117



2022 ELKHORN STORMWATER IMPROVEMENTS BID TAB

City of Elkhorn, Walworth County, Wisconsin
Bid Opening: June 22, 2022

OUTLOT BIOFILTRATION BASIN				Bidder #1 - All-Ways Contractors, Inc.		Bidder #2 - Musson Bros. Inc.		Bidder #3 - Willkomm Excavating		Bidder #4 - Tenex Contractors Corp.		ENGINEER'S ESTIMATE	
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
201.0110	Clearing	SY	180	\$ 12.00	\$ 2,160.00	\$ 13.00	\$ 2,340.00	\$ 16.33	\$ 2,939.40	\$ 14.35	\$ 2,583.00	\$ 2.00	\$ 360.00
201.0210	Grubbing	SY	180	\$ 12.00	\$ 2,160.00	\$ 12.00	\$ 2,160.00	\$ 15.07	\$ 2,712.60	\$ 1.95	\$ 351.00	\$ 2.00	\$ 360.00
204.0110	Removing Asphaltic Surface	SY	244	\$ 8.00	\$ 1,952.00	\$ 7.00	\$ 1,708.00	\$ 8.27	\$ 2,017.88	\$ 7.65	\$ 1,866.60	\$ 20.00	\$ 4,880.00
204.0155	Removing Concrete Sidewalk	SF	32	\$ 5.00	\$ 160.00	\$ 10.00	\$ 320.00	\$ 18.25	\$ 584.00	\$ 11.00	\$ 352.00	\$ 20.00	\$ 640.00
205.0100	Excavation Common - EBS (Undistributed)	CY	66	\$ 60.00	\$ 3,960.00	\$ 28.00	\$ 1,848.00	\$ 28.16	\$ 1,858.56	\$ 34.35	\$ 2,267.10	\$ 22.00	\$ 1,452.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	40	\$ 30.00	\$ 1,200.00	\$ 40.00	\$ 1,600.00	\$ 33.75	\$ 1,350.00	\$ 40.85	\$ 1,634.00	\$ 35.00	\$ 1,400.00
416.0170	Concrete Driveway 7-Inch	SY	24	\$ 185.00	\$ 4,440.00	\$ 120.00	\$ 2,880.00	\$ 110.55	\$ 2,653.20	\$ 200.00	\$ 4,800.00	\$ 75.00	\$ 1,800.00
460.5223	HMA Pavement 3LT 58-28S	TON	24	\$ 285.00	\$ 6,840.00	\$ 390.00	\$ 9,360.00	\$ 363.62	\$ 8,726.88	\$ 300.00	\$ 7,200.00	\$ 110.00	\$ 2,640.00
460.5224	HMA Pavement 4LT 58-28S, Item also includes tack coat (455.0605)	TON	18	\$ 285.00	\$ 5,130.00	\$ 450.00	\$ 8,100.00	\$ 297.63	\$ 5,357.34	\$ 390.00	\$ 7,020.00	\$ 125.00	\$ 2,250.00
602.0410	Concrete Sidewalk 5-inch	SF	32	\$ 21.00	\$ 672.00	\$ 25.00	\$ 800.00	\$ 11.41	\$ 365.12	\$ 22.25	\$ 712.00	\$ 26.00	\$ 832.00
602.0420	Concrete Sidewalk 7-inch	SF	85	\$ 21.00	\$ 1,785.00	\$ 21.00	\$ 1,785.00	\$ 12.33	\$ 1,048.05	\$ 22.25	\$ 1,891.25	\$ 25.00	\$ 2,125.00
616.0600.S	Fence Temporary (Chain-Link)	LF	700	\$ 21.90	\$ 15,330.00	\$ 5.00	\$ 3,500.00	\$ 14.29	\$ 10,003.00	\$ 6.15	\$ 4,305.00	\$ 50.00	\$ 35,000.00
628.1504	Silt Fence	LF	200	\$ 2.50	\$ 500.00	\$ 3.50	\$ 700.00	\$ 4.40	\$ 880.00	\$ 5.55	\$ 1,110.00	\$ 3.00	\$ 600.00
628.2008	Erosion Mat, Urban Class I, Type B	SY	1000	\$ 1.85	\$ 1,850.00	\$ 2.25	\$ 2,250.00	\$ 2.83	\$ 2,830.00	\$ 2.50	\$ 2,500.00	\$ 4.00	\$ 4,000.00
628.7010	Inlet Protection Type D	EACH	3	\$ 100.00	\$ 300.00	\$ 110.00	\$ 330.00	\$ 138.16	\$ 414.48	\$ 125.00	\$ 375.00	\$ 75.00	\$ 225.00
628.7504	Temporary Ditch Checks (Silt Socks)	LF	25	\$ 10.00	\$ 250.00	\$ 15.00	\$ 375.00	\$ 18.84	\$ 471.00	\$ 17.00	\$ 425.00	\$ 15.00	\$ 375.00
628.7560	Tracking Pads	EACH	1	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 10,595.50	\$ 10,595.50	\$ 8,995.00	\$ 8,995.00	\$ 10,000.00	\$ 10,000.00
690.0250	Sawing Asphalt	LF	235	\$ 3.00	\$ 705.00	\$ 4.00	\$ 940.00	\$ 2.98	\$ 700.30	\$ 2.85	\$ 669.75	\$ 4.00	\$ 940.00
SPV.0180	Restore Disturbed Areas - Includes Replace Topsoil (625.0100), Fertilizer Type A (629.0205), and Seeding Mix No. 40 (630.0140)	SY	1175	\$ 3.80	\$ 4,465.00	\$ 11.50	\$ 13,512.50	\$ 11.47	\$ 13,477.25	\$ 9.30	\$ 10,927.50	\$ 8.00	\$ 9,400.00
SPV.5112	PVC Storm Sewer 12-Inch (Excavated Backfill Special)	LF	68	\$ 142.00	\$ 9,656.00	\$ 150.00	\$ 10,200.00	\$ 42.86	\$ 2,914.48	\$ 115.00	\$ 7,820.00	\$ 150.00	\$ 10,200.00
SPV.9100	Outlet Control Structure	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,444.13	\$ 2,444.13	\$ 4,700.00	\$ 4,700.00	\$ 3,000.00	\$ 3,000.00
SPV.9150	Emergency Spillway Special	EACH	1	\$ 3,425.00	\$ 3,425.00	\$ 4,520.00	\$ 4,520.00	\$ 9,848.58	\$ 9,848.58	\$ 9,100.00	\$ 9,100.00	\$ 2,500.00	\$ 2,500.00
SPV.9200	Bio-Retention Facility Special	LS	1	\$ 163,000.00	\$ 163,000.00	\$ 245,000.00	\$ 245,000.00	\$ 328,174.98	\$ 328,174.98	\$ 354,400.00	\$ 354,400.00	\$ 180,000.00	\$ 180,000.00
STORMWATER FACILITY SUBTOTAL:				\$ 242,440.00		\$ 324,728.50		\$ 412,366.73		\$ 436,004.20		\$ 274,979.00	
BASE BID TOTAL				\$ 242,440.00		\$ 324,728.50		\$ 412,366.73		\$ 436,004.20		\$ 274,979.00	

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Elkhorn**

Owner's Contract No.:

Engineer: **Kapur & Associates, Inc.**

Engineer's Project No.: **22.0242**

Project: **2022 Elkhorn Stormwater Improvements**

Contract Name:

Bidder: **All-Ways Contractors, Inc.**

Bidder's Address: **P.O. Box 798, Elm Grove, WI 53122**

TO BIDDER:

You are notified that Owner has accepted your Bid dated **June 22, 2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **2022 Elkhorn Stormwater Improvements**.

The Contract Price of the awarded Contract is: **Two Hundred Forty-Two Thousand Four Hundred Forty dollars and Zero cents (\$242,440.00), based on the unit price bid provided on June 22, 2022, based on planned quantities; actual price to be based on approved quantities placed**

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Elkhorn**

Authorized Signature: _____

By:

Title:

Copy: Engineer

PLAN COMMISSION – FINDING OF FACT

DATE: June 21, 2022
PROJECT: Deback ETP CSM
PC ID: E22.04.009

ACTION: 2-Lot CSM

The City of Elkhorn Plan Commission officially convened on June 2, 2022 to consider the Certified Survey Map dated 05/16/2022, submitted by the Harold Deback Trust for a two-lot CSM on the east side of Petrie Rd. north of Palmer Rd. in the Town of Geneva.

After considering the Certified Survey map, the staff reports, oral and written testimony, the Elkhorn 2040 Comprehensive Development Plan, the Zoning on the subject property, and other materials presented at the meeting, the Plan Commission does hereby make the following "finding of fact":

FINDING OF FACT

1. The CSM is in conformance with Chapter 236 of the Wisconsin State Statutes.
2. The CSM is in conformance with the intent of the Elkhorn 2040 Community Development Plan.
3. The CSM is in conformance with the requirements of Chapter 18 (Subdivisions) of the City of Elkhorn Municipal Code.
4. The extension of public utilities to the parcel is cost-prohibitive or otherwise infeasible.
5. The parcel to be divided was not created by a Minor Subdivision (Certified Survey Map) within the preceding ten (10) years.
6. No Minor Subdivision that is used to create a lot of less than five (5) acres under this Paragraph may include more than one such lot.

Based upon the "Findings of Fact", the Plan Commission motioned, seconded and voted to recommend **APPROVAL** of the Certified Survey Map dated 05/16/2022 to the Common Council.

FARRIS, HANSEN & ASSOC. INC.

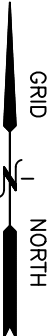
7 RIDGWAY COURT- P.O. BOX 437
ELKHORN, WISCONSIN 53121
PHONE (262) 723-2098
FAX (262) 723-5886

OWNER: HAROLD DEBACK TRUST
CAROL DEBACK TRUST
W198S10957 RACINE AVE, MUSEKGO WI 53150

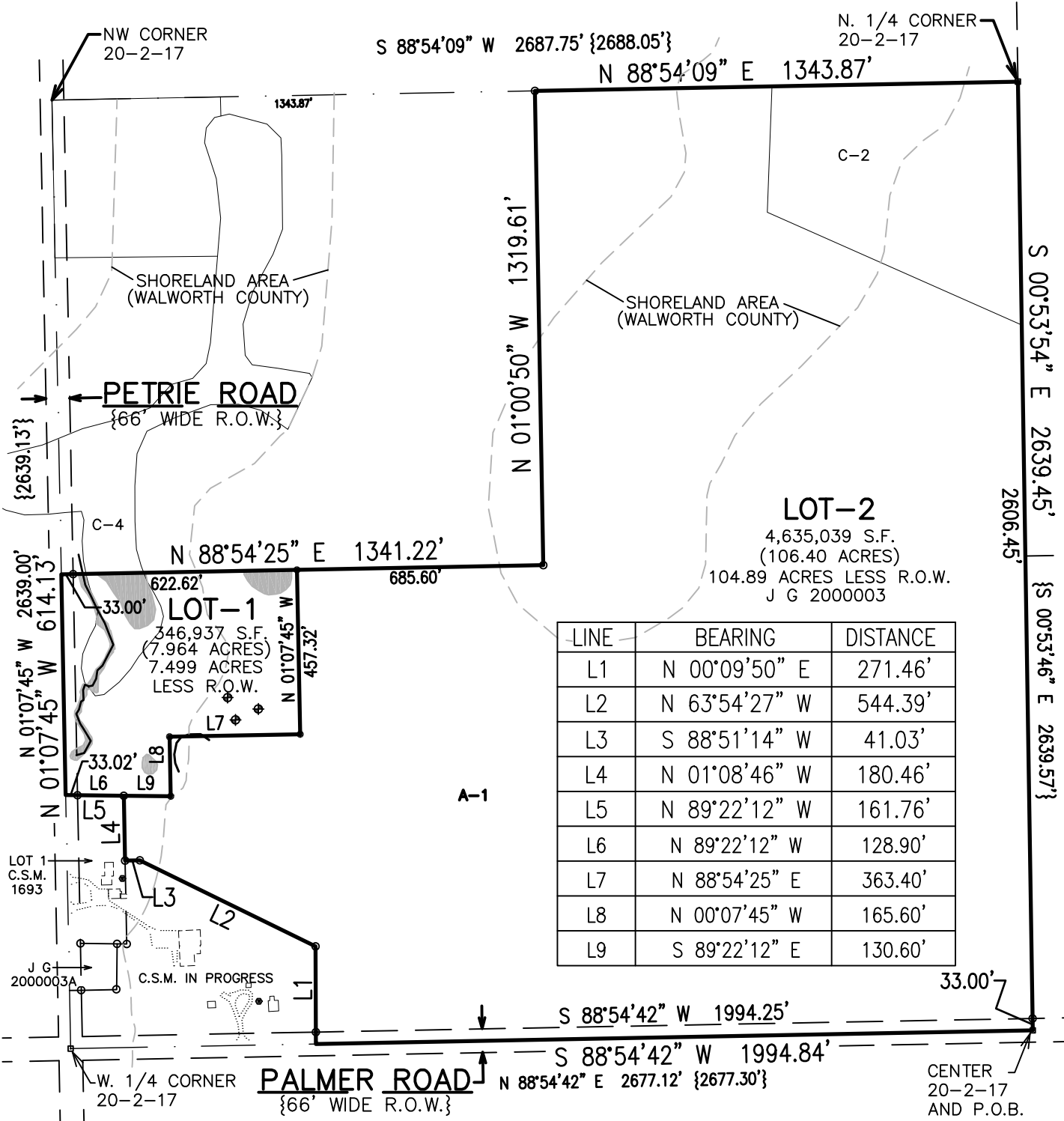
ZONING: A-1, C-2, C-4
SOILS: CyA, MyC2, MyB, KIA, RaA, Ph

CERTIFIED SURVEY MAP NO. _____

WISCONSIN STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE (NAD-83)
S. LINE OF THE NW 1/4 OF
SECTION 20-2-17 BEARS
N 88°54'42" E



CERTIFIED SURVEY MAP BEING PART OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 20, TOWN 2 NORTH, RANGE 17 EAST,
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN



CERTIFIED SURVEY MAP BEING PART OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 20, TOWN 2 NORTH, RANGE 17 EAST,
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

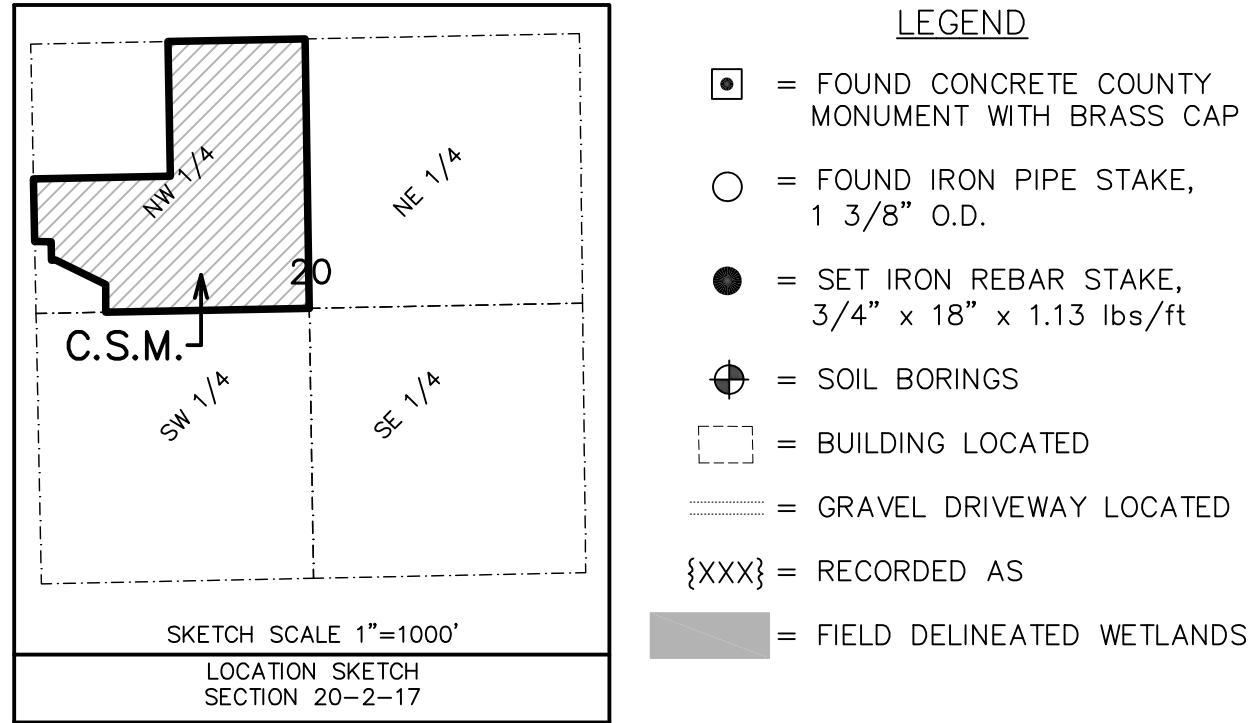
SURVEYOR’S CERTIFICATE

I HEREBY CERTIFY THAT AT THE DIRECTION OF HAROLD DEBACK TRUST AND CAROL DEBACK TRUST, OWNER, AND IN FULL COMPLIANCE WITH THE PROVISIONS OF SECTION 236.34 OF WISCONSIN STATUTES, THE LAND DIVISION ORDINANCE FOR THE TOWN OF GENEVA, THE SUBDIVISION CONTROL ORDINANCE FOR THE CITY OF ELKHORN, AND THE SUBDIVISION CONTROL ORDINANCE, WALWORTH COUNTY, WISCONSIN, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED LANDS AND THAT THIS MAP IS A TRUE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND OF THE DIVISION THEREOF TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF:
PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWN 2 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A LIMESTONE COUNTY MONUMENT WITH BRASS CAP AT THE CENTER OF SECTION 20, TOWN 2 NORTH, RANGE 17 EAST; THENCE S 88DEG 54MIN 42SEC W ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20 TO THE SOUTHEAST CORNER OF LOT-1 OF CERTIFIED SURVEY MAP T.B.D., 1994.84 FEET; THENCE N 00DEG 09MIN 50SEC W, 271.46 FEET; THENCE N 63DEG 54MIN 27SEC W, 544.39 FEET; THENCE S 88DEG 51MIN 14SEC W, 41.03 FEET; THENCE N 01DEG 08MIN 46SEC W, 180.46 FEET; THENCE N 89DEG 22MIN 12SEC W TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, 161.76 FEET; THENCE N 01DEG 07MIN 45SEC W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, 614.13 FEET; THENCE N 88DEG 54MIN 25SEC E, 1341.22 FEET; THENCE N 01DEG 00MIN 50SEC W TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 20, 1319.61 FEET; THENCE N 88DEG 54MIN 09SEC E ALONG THE NORTH LINE TO THE EAST LINE OF SAID SECTION 20, 1343.87 FEET; THENCE S 00DEG 53MIN 54SEC E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 20, 2639.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,981,976 SQUARE FEET (114.37 ACRES) OF LAND, MORE OR LESS..

DATED: MAY 16 , 2022

CHRISTOPHER A. HODGES PLS-2760



CERTIFIED SURVEY MAP BEING PART OF THE
SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 20, TOWN 2 NORTH, RANGE 17 EAST,
TOWN OF GENEVA, WALWORTH COUNTY, WISCONSIN

CERTIFIED SURVEY MAP NO. _____

OWNER'S CERTIFICATE

AS OWNERS WE HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THE MAP. THIS MAP IS REQUIRED TO BE SUBMITTED TO AND APPROVED BY THE TOWN OF GENEVA, WALWORTH COUNTY, AND THE CITY OF ELKHORN (EXTRA-TERRITORIAL PLAT JURISDICTION).

DATED

REPRESENTATIVE, HAROLD DEBACK TRUST AND CAROL DEBACK TRUST

STATE OF _____)
COUNTY OF _____)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2022, THE ABOVE NAMED JEFF MUENKEL TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES

NOTARY PUBLIC _____, _____

TOWN OF GENEVA APPROVAL

APPROVED BY THE TOWN OF GENEVA, WISCONSIN ON THIS _____ DAY OF _____, 2022.

AUTHORIZED SIGNATURE FOR THE TOWN OF GENEVA

WALWORTH COUNTY APPROVAL

APPROVED BY RESOLUTION OF THE WALWORTH COUNTY ZONING AGENCY THIS _____ DAY OF _____, 2022.

RYAN SIMONS CHAIRMAN

CITY OF ELKHORN (EXTRATERRITORIAL JURISDICTION)

APPROVED BY CITY OF ELKHORN THIS _____ DAY OF _____, 2022.

AUTHORIZED SIGNATURE FOR THE CITY OF ELKHORN

CITY OF ELKHORN

Resolution No. 22-13

**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

WHEREAS, the **City of Elkhorn** (the "Municipality") wishes to undertake a project to replace private lead service lines at residences, pre-k-12 schools and licensed and/or certified daycare centers, identified as DNR No. **5525-04** (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to **\$560,000** that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, the City Mayor and City Clerk are authorized by and on behalf of the Municipality to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Passed: _____

Approved: _____

Bruce Lechner
Mayor

Attest: _____
Lacey L. Reynolds
City Clerk

EXHIBIT A

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Safe Drinking Water Loan Program
Form 8700-214B rev 05/22

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE (LSL) PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF ELKHORN

\$560,000 With \$560,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of July 27, 2022

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality, the State of Wisconsin Department of Natural Resources, and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. 64221
Safe Drinking Water Loan Program Project No. 5525-04

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated July 27, 2022, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Statute"), and the City of Elkhorn, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Act; and

WHEREAS, the State of Wisconsin has, pursuant to the Statute, established the SDWLP to be used in part for purposes of the Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Statute; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), and DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"American Iron and Steel" means the requirements for using American iron and steel as mandated under EPA's Drinking Water State Revolving Fund Program.

"Application" means the written application of the Municipality dated January 19, 2022, for financial assistance under the Statute.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Act.

"Final Completion" means all Service Lines to be financed under this FAA have been installed and the Municipality has submitted all necessary Project closeout documentation, including the final request for disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP, by DNR and DOA, and the Municipality.

"Lead Service Line" or "LSL" means a Service Line made from or including lead, or galvanized material which is or was downstream of lead, as reported to the Public Service Commission on Schedule W-29.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means City of Elkhorn, a "local governmental unit" or "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. 5525-04 by DNR, described in the Project Manager Summary (Exhibit B).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Statute, which are allowable costs under the Regulations or are costs for which DNR granted a

variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means chs. NR 108, NR 150, NR 166, NR 809, NR 810, and NR 811, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Statute, and ch. 145, Wis. Stats., as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to the Statute and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned water main or service line to the meter, isolation valve, or other water utility service terminal on private residential property, a pre k–12 school, or a licensed and/or certified daycare center.

"State" means the State of Wisconsin.

"Statute" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Substantial Completion" means the point in time when no further Lead Service Lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or December 31, 2022, whichever occurs first.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers, except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to this FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

- (a) The SDWLP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.
- (b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).
- (c) Pursuant to the Statute, the SDWLP is authorized to execute and deliver this FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of this FAA.
- (d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or, to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.
- (e) To the knowledge of the SDWLP, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the SDWLP, or, to the knowledge of the SDWLP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents and warrants as of the date of this FAA, and with respect to paragraphs (b), (k), (l), (m), (n), and (o), covenants during the term of this FAA, as follows:

- (a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "local governmental unit" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:
 - (1) conduct its business and own its properties,
 - (2) enter into this FAA, and
 - (3) carry out and consummate all transactions contemplated by this FAA.
- (b) The Municipality is in compliance and will remain in compliance with its Water Diversion Permit (if any).
- (c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of \$560,000, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by this FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality, enforceable in accordance with its terms.

(e) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or threatened, against or affecting the Municipality, or, to the knowledge of the Municipality any, basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the provisions hereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of this FAA has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, easements, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. A variance is also granted through this FAA to s. NR 166.10(2)(b), Wis. Adm. Code as plans and specifications are not required for Lead Service Line replacement projects. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary attached hereto as Exhibit B. The Municipality intends the Project to be and continue to be an eligible project under the Statute throughout the term of this FAA. Each Service Line to be replaced as part of the Project will satisfy the federal environmental review requirements. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Act or Statute. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is and will remain in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.02 hereof.

(m) The Municipality represents that it has satisfied and will continue to satisfy all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch.145, Wis. Stats.

(n) The Municipality is in substantial compliance and will remain in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, the CWFP, and the SDWLP.

(o) The Municipality has met all terms and conditions contained herein and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to individuals or firms hired to perform work for the Project, as required by DNR.

(q) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(r) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(s) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$560,000 with Principal Forgiveness of \$560,000 for payment of Project Costs.

ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

- (a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.
- (b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.
- (c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.
 - (1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.
 - (2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.
- (d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay Project invoices in a timely manner.
- (e) All requests for disbursement must be submitted to DNR no later than January 27, 2023, and such request for disbursement shall only include Project costs incurred on or before December 31, 2022.

Section 3.03. Remedies

- (a) If the Municipality:
 - (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
 - (2) is not complying with or is in violation of any covenant set forth in this FAA; or
 - (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Disbursements otherwise due the Municipality may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality or adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.
- (3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in effect for a period of 3 years from the date of Final Completion.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project

- (a) The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.
- (b) If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, the Municipality shall supply water filters to any affected homes to minimize any harmful effects; funding will not be disbursed until the replacement of the entire line is complete.

Section 4.02. Completion of the Project

- (a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.
- (b) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project documentation identifying the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
- (c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.
- (d) Upon Final Completion of the Project, the Municipality shall complete and deliver to DNR the documentation described in section 4.02(b) above.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance After completion of the Project, the Municipality shall:

- (a) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;
- (b) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept in good repair, working order, and condition; and
- (c) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, outstanding FAA requirements, including, without limitation, the Statute, the Regulations, and the Water Diversion Permit (if any), and with this FAA.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts

- (a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:
 - (1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;
 - (2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them
 - (3) permit extracts and copies of the Project records to be made by any of them; and
 - (4) fulfill information requests by any of them.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. Information about the locations of the lines replaced and the material composition of those lines shall be made part of the Municipality's permanent records.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity, by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

- (1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;
- (2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;
- (3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and
- (4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. American Iron and Steel The Municipality agrees to comply with the requirements for use of American Iron and Steel as mandated under EPA's Drinking Water State Revolving Fund program.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code. Detail regarding applicability is provided in the Project Manager Summary (Exhibit B).

ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864
- (b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921
- (c) City of Elkhorn
9 South Broad Street
Elkhorn, WI 53121-0920

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for the Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF ELKHORN

By: _____
Bruce Lechner
Mayor

Attest: _____
Lacey L. Reynolds
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

CITY OF ELKHORN
SDWLP Project No. 5525-04

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	0	0	0
Engineering	0	0	0
Construction/Equipment	\$560,000	0	\$560,000
Contingency	0	0	0
Miscellaneous Costs	0	0	0
TOTAL	\$560,000	0	\$560,000

EXHIBIT B

PROJECT MANAGER SUMMARY

CITY OF ELKHORN
SDWLP Project No. 5525-04

1. **Project Description:** Elkhorn is conducting a private lead service line replacement program for 2022 and expects to replace 100 private LSLs with the funding provided under this FAA. Homeowners will contract directly with contractors and plumbers from a pre-qualified list. Elkhorn will disburse funds directly to the contractors on the homeowner's behalf, up to a cap of \$7000. Any costs above that amount must be covered by the homeowner.

Eligible replacements consist of the replacement of the Service Line from the curb stop of a municipally-owned water main or service line to the meter, or other water utility service terminal on private residential property, a pre k-12 school, or a licensed and/or certified daycare center.

All private LSL replacements must result in complete removal of all lead components between the watermain and the connection point inside the building. Galvanized service lines, on the public or the private side, are considered lead for the purpose of determining whether a Lead Service Line has been completely replaced.

If a Lead Service Line, including both the public portion and the private portion of the line, cannot be replaced in its entirety at one time, resulting in a service line that is temporarily composed partially of lead, the water utility is required to provide the customer with point-of-use filtration. Filters must be models that have been tested and certified to NSF/ANSI 53 for the reduction of lead. Funding through this FAA shall not be disbursed for those lines until all lead components have been completely replaced, and such replacement should be completed within 45 days of the initial replacement of a portion of the Lead Service Line, unless the public side of the Lead Service Line was replaced prior to participation in the Private LSL Replacement Program. Please refer to the LSL Replacement Best Practices document attached as Exhibit C.

2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

In general, costs that are ineligible for the Private LSL Replacement Program include:

- Private LSL replacements where the public side has not been replaced (partial replacements);
- Premise plumbing, which includes anything downstream of the normal connection point inside the home;
- The curb stop, or any other components of the utility side of the service line;
- Costs for engineering or administration unless the recipient's population is 3,300 or less.

3. **DBE Good Faith Effort:** Disadvantaged Business Enterprise (DBE) solicitation requirements were met through the RFQ process and plumbers/contractors are required to solicit for DBEs if they do any subcontracting.

4. **Davis-Bacon Wage Rate Requirements:** For projects where the homeowner contracts directly with a plumber or contractor from a prequalified list, Davis-Bacon and Related Acts requirements apply under the following conditions:

- The property is owned in the name of a business;
- The plumber/contractor is not a sole proprietor or a partnership where the owners perform all the work on the project; and
- The cost of the replacement is greater than \$2,000.

It is the municipality's responsibility to verify property ownership or plumber/contractor employee status in order to determine if Davis-Bacon requirements apply.

5. Environmental Review Conditions: An Environmental Assessment was completed for this Project and resulted in a Categorical Exclusion. Standard erosion control guidance was included. Recommended guidance concerning populations of Little Brown Bats was also included. No impact on archeological or historical sites was identified.
6. Closeout Documentation: At Project completion the municipality will submit to DNR the documentation described in section 4.02(b) of this FAA: the addresses where Lead Service Lines were replaced, the depth and location of all new service lines, and the material of the new service lines.
7. Final Disbursement Submittal Date: The final date to submit a Request for Disbursement (form 8700-366) under this FAA is Friday, January 27, 2023. This is the submittal deadline for disbursements that will be made on February 8, 2023. We strongly encourage all recipients to submit their final Request for Disbursement by no later than Friday, January 13, 2023, in order to allow time if any questions arise on that disbursement request or any adjustments need to be made.

No Requests for Disbursement will be accepted after January 27, 2023. If a Request for Disbursement for costs incurred on or before December 31, 2022 is not submitted by the deadline, those costs will need to be covered by the municipality or the property owner.

EXHIBIT C
BEST PRACTICES FOR LEAD SERVICE LINE REPLACEMENTS

The Federal Lead and Copper Rule Revisions (LCRR) are now in effect. All public water systems must be in compliance with the LCRR by October 16, 2024.

Note that public water systems may choose, but are not required, to meet these requirements prior to October 16, 2024.

Under the LCRR, any public water system that conducts lead service line removal must meet all of the requirements listed below. Note that under the LCRR, these requirements apply to all of the following activities: full and partial¹ lead service line replacement; replacement of a galvanized service line that is currently, or was ever formerly, downstream of a lead service line; and removal of a lead gooseneck, pigtail, or connector.

- **For participants in the Private Lead Service Line Replacement Program, these steps are suggested, but not required, for participation in the program.**

Lead Service Line Replacement Requirements under the LCRR

1. **Notice and Public Education.** Provide notice to the owner of the affected service line as well as non-owner resident(s)² served by the affected service line within 24 hours of completion of the replacement. The notice must include all the following information, in accordance with §141.85(a) of the LCRR.
 - Explain that consumers may experience a temporary increase of lead levels in their drinking water due to the replacement.
 - Provide information about the health effects of lead.
 - Provide information about actions consumers can take to minimize their exposure to lead in drinking water,
2. **Flushing Information.** Provide information about service line flushing before the replaced service line is returned to service.
3. **Filters.** Provide the consumer(s)³ with a pitcher filter or point-of-use device certified by an American National Standards Institute accredited certifier to reduce lead, six months of replacement cartridges, and instructions for use before the replaced service line is returned to service.
4. **Follow-up Sampling.** Offer to the consumer to take a follow up tap sample between three months and six months after completion of the replacement and provide the results of the sample to the consumer in accordance with paragraph (d) of this section.

¹ In addition to the requirements listed above, any water system that plans to partially replace a lead service line in coordination with planned infrastructure work must provide notice to the owner of the affected service line, or the owner's authorized agent, as well as non-owner resident(s) served by the affected service line at least 45 days prior to the replacement. The notice must explain that the system will replace the portion of the line it owns and offer to replace the portion of the service line not owned by the water system. However, the water system is not required to bear the cost of replacement of the portion of the affected service line not owned by the water system.

² In instances where multi-family dwellings are served by the lead service line to be replaced, the water system may elect to post the information at a conspicuous location instead of providing individual notification to all residents.

³ If the lead service line serves more than one residence or non-residential unit (e.g., a multi-unit building), the water system must provide a filter and six months of replacement cartridges and use instructions to every residence in the building.



Ballpark Commons Office Building
7044 S. Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

June 30, 2022

Adam Swann
City of Elkhorn
311 Seymour Court
Elkhorn, WI 53121

RE: 2022 Utility Side Water Lateral Replacement

Dear Adam:

We have reviewed the bids received on June 30, 2022, for the above referenced project. A summary of the bid is as follows:

Bidder	Total Base Bid Amount	Total Alternate Bid Amount
Bradford Contractors, LLC	\$ 171,965.00	\$ 212,135.00
Odling Construction, Inc.	\$ 208,150.00	\$ 257,075.00
The Wanasek Corp	\$ 221,880.00	\$ 263,595.00
Mid City Corporation	\$ 245,995.00	\$ 279,470.00
Korff Plumbing, LLC	\$ 256,680.00	\$ 291,700.00

The alternate bid was requested to explore the costs of using slurry backfill in lieu of granular backfill. Contract language requires adequate compaction and calls for proof rolling when requested by City or Engineer staff which will reduce concerns of settling.

We recommend awarding the project to Bradford Contractors, LLC for the total base bid amount of \$ 171,965.00. Their bid is complete and contains all required documentation. The engineer's estimate for the project was \$285,000 for the main base bid.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Eve Schnell".

Eve Schnell, PE, PTOE

Project Manager



cc: Tim Boss – City of Elkhorn
Dawn Gall – City of Elkhorn
Dale Broeckert – Foth Infrastructure & Environment, LLC
Nate Steffen – Foth Infrastructure & Environment, LLC

Enclosure: Bid Results Worksheet

2022 Utility Side Water Lateral Replacement
Owner: City of Elkhorn
Solicitor: Foth - Milwaukee
06/30/2022 10:00 AM CDT

						Bradford Contractors, LLC		Odling Construction, Inc.		The Wanasek Corp		Mid City Corporation		Korff Plumbing, LLC	
Section Title	Line Item	Item Code	Item Description	Units	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit	Extension	Unit Price	Extension
Base Bid	1	1	HDPE Water Service Replacement (1") - Open Cut	LF	515	\$301.00	\$155,015.00	\$370.00	\$190,550.00	\$380.00	\$195,700.00	\$445.00	\$229,175.00	\$466.00	\$239,990.00
	2	2	Polystyrene Insulation 2"Wx4"T	LF	260	\$7.50	\$1,950.00	\$10.00	\$2,600.00	\$43.00	\$11,180.00	\$7.00	\$1,820.00	\$6.50	\$1,690.00
Base Bid Subtotal=						\$156,965.00		\$193,150.00		\$206,880.00		\$230,995.00		\$241,680.00	
Allowances	A1	A1	Pole Holding	LS	1	\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00	
Alternate Bid	1A	1A	ADDER Utilize Slurry Backfill in lieu of specified Granular Backfill under pavement and curb. If selected, Alt 1A unit price will be added to the unit price of Item 1.	LF	515	\$78.00	\$40,170.00	\$95.00	\$48,925.00	\$81.00	\$41,715.00	\$65.00	\$33,475.00	\$68.00	\$35,020.00
Alternate Bid Subtotal=						\$40,170.00		\$48,925.00		\$41,715.00		\$33,475.00		\$35,020.00	
Total Base Bid + Allowance=						\$171,965.00		\$208,150.00		\$221,880.00		\$245,995.00		\$256,680.00	
Total Alternate Bid + Allowance=						\$212,135.00		\$257,075.00		\$263,595.00		\$279,470.00		\$291,700.00	