

Public Works Development Agreement
Riverfront Development

Parcel ID Numbers: WAKC 1305 075
WAKC 1305 370
WAKC 1305 373

After recording return to:
City of Waukesha
Dept. of Public Works
201 Delafield St.
Waukesha WI 53188

This Development Agreement, referred to herein as the Agreement, is entered into by and between the **City of Waukesha**, a Wisconsin municipal corporation, referred to herein as the City; and **JPD GC Waukesha, LLC** a Wisconsin limited-liability company, referred to herein as the Developer. The lands subject to this Agreement are legally described on attached Exhibit "A," and is referred to herein as the Real Property.

In consideration of the mutual covenants contained herein, the City and the Developer agree and contract as follows:

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- 1. Developer.** The Developer is JPD GC Waukesha, LLC.
 - 2. The Development.** The term Development, as used herein, refers to the Developer's construction of three separate multi-family residential buildings totaling 192 units known as Riverfront Development, portions of the public streets known as Brehm Street and Bank Street, and all associated improvements. Each building will consist of upper-story residential units above enclosed parking plus additional surface parking. A 2,000 square foot retail space is proposed along Barstow Street. The development drawings also include a future City Park area. The Development will be completed in multiple phases as listed below.

 - a.** Phase 1: River Building
 - b.** Phase 2: East Building and West Building
 - c.** Street improvements in Brehm Street, Bank Street, City Park infrastructure on Outlot 1 and adjoining City Park lands including the installation of utility stubs (water, sewer, and electric), rough grading, soil capping, and sidewalk along parking spaces on Outlot 1, restoration work along City Riverwalk, to be completed per the City approved building plans and road plans.
 - d.** The Developer shall be permitted to fence and use the Riverwalk and Outlot 1 for construction staging and ingress and egress by persons, materials, machinery and equipment for the Development (the "Temporary License"). The Temporary License shall automatically terminate
 - without any further action of the parties hereto upon Developer's completion of the Development, but in no event later than March 31, 2024. The City shall not interfere with Developer's rights granted hereunder through, inter alia, the construction, installation or placement of buildings or other improvements upon Outlot 1 or any portion thereof. The City shall not make any use nor shall the City allow any use of Outlot 1 which is in any manner inconsistent with the purposes of this section.
 - 3. Expenses of Development.** All expenses of the Development shall be paid as set forth in the TIF Development Agreement by and between Developer and City dated as of even date herewith (the "TIF Development Agreement").
 - 4. Development Plans.** The Developer shall deliver to the City complete, accurate and sufficiently-detailed plans of the Development, which are referred to herein as the Development Plans. The locations of any infrastructure and utilities to serve the future City park must be approved in advance by the Waukesha Department of Parks, Recreation and Forestry. The Development Plans shall include the following as listed below. Building construction drawings are not included.

 - a.** ALTA Survey and Certified Survey Map (CSM) showing the locations of all lots, buildings, easements, public rights-of-way, and all other improvements to the Real Property.
 - b.** Construction drawings of all improvements to the Real Property, showing the locations of all

streets, sidewalks, utilities, storm water facilities, storm sewers, sanitary sewers, signs, pavement markings, elevations, grading, and all other plans and drawings for the Development;

- c. Storm water management plan and storm water management practice maintenance agreement and all addendums.
- d. Project specifications.
- e. Landscape and turf restoration plans.
- f. Master grading and erosion-control plans.
- g. Vehicle and pedestrian traffic-control plans.
- h. Street and parking signage, and street lighting plans.

5. Compliance with Development Plans. The Developer shall construct the Development in substantial compliance with the Development Plans as modified, conditioned and approved by the City Public Works Department, and any substantial deviation from them must be approved in writing by the City, in advance.

6. Impact Fees and Other Charges. Developer shall pay to the City the following Impact Fees and charges. Impact Fees shall be paid upon application for the building permits, unless payment is specifically deferred to the time of issuance of individual building permits. All Impact Fees and charges shall be paid in full before building permits are issued.

- a. Riverfront Building Impact Fee: \$131,526.00
- b. West Building Impact Fee: \$104,504.00
- c. East Building Impact Fee: \$140,980.00
- d. The above impact fees are comprised of:
 - i. Sanitary Sewer Impact Fee: \$147,567.00
 - ii. Parks Impact Fee: \$189,301.00
 - iii. Library Impact Fee: \$32,805.00
 - iv. Police Impact Fee: \$7,337.00
- e. Deferred pump station assessment of \$0.00 per acre for a total of \$0.00.
- f. Deferred sanitary sewer interceptor assessment of \$0.00 per acre for a total of \$0.00.
- g. Sanitary sewer connection fee: Deferred until time of obtaining Water and Sanitary sewer connection permit.

7. Construction Requirements. The following improvements as shown in the Development Plans are specifically required by the City and the construction of items 7.k, and 7l shall be secured by a performance bond

or letter of credit required by section 12 of this Agreement, as detailed on Exhibit B (referred to herein as the "LC Items"):

- a. Site landscaping.
- b. Street construction.
- c. Concrete sidewalks and cross walks including handicap ramps.
- d. Permanent pavement markings and signage.
- e. Public Sanitary sewer manhole adjustments.
- f. Private sanitary sewer laterals.
- g. Public Storm sewer.
- h. Storm water facilities.
- i. City Park infrastructure on Outlot 1 and adjoining City Park lands including installation of utility stubs (water, sewer, and electric), rough grading, soil capping, and sidewalk along parking spaces, restoration work along City Riverwalk.
- j. Restoration of disturbed areas adjacent to the project work areas including but not limited to the Riverwalk area, and adjoining street rights-of-way in accordance with dates listed in Section 8.c.
- k. A digital as-built of all sanitary sewer, storm sewer, and storm water facilities in the Development. A televising video of all sanitary sewer laterals, and storm sewer in the Development.
- l. Transformers

8. Time for Performance. Developer shall complete the construction of according to the following schedule:

- a. Phase 1: Developer shall commence construction on or before June 30, 2022, and be completed no later than December 31, 2023.
- b. Phase 2: Developer shall commence construction on or before May 31, 2024 and be completed no later than December 31, 2025.
- c. Phase 3: Developer shall commence reconstruction of Bank Street and Brehm Street and City Park, including all improvements listed in section 2.c., no later than May 31, 2024, with completion of both streets no later than December 31, 2025 or occupancy of the final building, whichever happens first.

9. Acknowledgement of Completion.

- a. Construction of Phases 1 and 2 shall be deemed complete when the improvements are substantially constructed according to the terms of this Agreement, and City delivers a certificate of occupancy (or equivalent) to Developer, which shall

not be unreasonably withheld, conditioned or delayed by City.

b. Construction of the public improvements shall be deemed complete when the applicable portion of the improvements are constructed according to the terms of this Agreement and the City delivers a written acceptance of such applicable portion to Developer, which shall not be unreasonably withheld, conditioned or delayed by City.

10. Construction Standards.

a. **Contractor Qualification.** For work in the public right of way, Developer shall identify all contractors that will provide materials or labor to the Development to the City Engineering Department, and all contractors must be approved by the City Engineering Department or they shall not be allowed to perform any work, which approval shall not be unreasonably withheld, conditioned or delayed.

b. **Work Standards.** Developer shall construct all improvements in the Development in a good and workmanlike manner, according to accepted practices within the trades and in compliance with all applicable laws and codes. Developer shall obtain all required permits from the Wisconsin Department of Resources, if any. All streets, curbs, sidewalks, sanitary and storm sewers constructed by Developer in connection with the Development shall be constructed according to the City Department of Public Works published street, sidewalk and utility construction standards, City Standard Specifications and Development Handbook; the approved storm water management plan; and the Development Plans. City staff will mark any areas requiring repair and replacement, and Developer shall repair or replace, as indicated, all marked areas. All construction work shall be subject to inspection by City staff for compliance with the terms of this Agreement, and Developer shall perform all corrective work required by the City after inspection.

11. **Bidding of Public Infrastructure Work.** The City has final approval over the acceptance of bids, which shall be obtained by Developer through Developer's process, and the terms of contracts and any amendments to contracts, for the portions of roadway work and work related to infrastructure for the future City park that is being paid for by the City pursuant to the TIF Development Agreement, and the Developer must coordinate with the City to complete the bid process. The roadway work is being bid privately and not publicly advertised.

12. **Security for Performance.** The Developer shall, at Developer's sole expense, obtain and deliver to the City either a surety bond or irrevocable letter of credit, for the LC Items. The letter of credit or surety bond must be

delivered to the City before any construction takes place, or at such other time as the City agrees in writing. If the letter of credit or bond is not delivered to the City on time, then all such construction must cease until the letter of credit or bond is delivered and accepted by the City. The choice of surety bond or letter of credit is the Developer's option. The bond or letter of credit shall meet the following requirements:

a. **Surety Bond Requirements.** The bond shall be issued by a surety listed on the U.S. Department of the Treasury's Department Circular 570-Listing of Approved Sureties in a form satisfactory to the City Attorney.

b. **Letter of Credit Requirements.** The letter of credit shall be irrevocable, shall be issued by a commercial bank licensed to conduct business in Wisconsin in a form satisfactory to the City Attorney.

c. **Security Amount.** Subject to adjustment pursuant to subsection 12.d, the amount of the bond or letter of credit shall be as set forth on Exhibit B. Developer shall take whatever actions are necessary, at Developer's sole expense, to ensure that at all times after any partial draws or reductions are made, there shall remain 120% of the estimated costs of completion of the LC Items available for the City to draw upon.

d. **Reduction of Security Amount.** Pursuant to Wis. Stats. §236.13(2)(am)1.c, on the date the binder coat is completed on all roads to be dedicated to the City, or if no roads are to be dedicated to the City, on the date that 90% of the public improvements by cost are completed, the security amount required by this section 12 shall be reduced to an amount equal to the cost to complete any unfinished LC Items plus 10% of the cost of the completed LC Items.

e. **Condition of Payment** The condition of the bond or letter of credit shall be the completion by Developer of the LC Items, in compliance with the standards in section 10, no later than the dates stated in section 8. Time is of the essence. Upon Developer's failure to do so, the City shall provide notice to Developer of such default and provide Developer with a reasonable opportunity to cure the same prior to making any demand for payment.

f. **Remedy Not Exclusive.** Application of the bond or letter of credit proceeds by the City shall not relieve the Developer of its obligations under this Agreement, and demand by the City on the bond or letter of credit shall not be a waiver by the City of any other rights or remedies.

13. **Building Permits.** Building permits will not be issued for any buildings in the Development until:

- a. The storm water maintenance agreement for the Development, with Storm Water Maintenance Agreement Exhibits A, B, and C has been reviewed and approved by the City and has been recorded by the Waukesha County Register of Deeds.
 - b. A digital record drawing of all sanitary sewer, storm sewer, and storm water facilities in the Development shall be performed by Developer and approved by the City. Any deficiencies found by the City shall be corrected to the City's satisfaction. Televising videos of all sewers shall be performed by Developer and approved by the City.
 - c. The Certified Survey Map (CSM) of the Development is recorded and provided to City.
 - d. All utilities have been accepted by the City and Water Utility.
 - e. All easement documents needed by City for development shall be approved and recorded. Digital recorded copies of easements to be provided to City.
 - f. Security as required by section 12 is received by the City Engineering Division.
 - g. All impact fees, sewer assessments, and application review fees have been received by the City Engineering Division.
 - h. The City Storm Water Permit has been issued, and any needed permits or approval letters for grading, wetland disturbance or floodplain filling have been issued by the City, Wisconsin Department of Natural Resources, Army Corps, and FEMA, with copies of the permits provided to City Engineering.
 - i. A road is constructed for fire and emergency access to the proposed buildings in accordance with the requirements established by the City of Waukesha Fire Marshal prior to an early start permit being issued.
 - a. The final site, floodplain, and street design drawings for Bank Street and Brehm Street must be approved by City Staff prior to the issuance of building permits for Phase 1 of the Development.
- 14. Dedication.** All public improvements required by this agreement, including but not limited to the road and right of way, shall upon completion be dedicated and conveyed to the City in fee simple, free and clear of all liens and encumbrances, together with easements in favor of the City for necessary access to such improvements. No dedication shall be effective until all review and inspection fees relating to the improvements have been paid in full, all contractors who performed work on the improvements have been paid in full and have provided construction lien waivers, and the City accepts the dedications in writing.
- 15. Garbage and Recycling Pickup.** Units within this development which are deemed eligible for city solid waste and recycle service may pursue such service. Units not eligible for city solid waste and recycle service must procure services at their own expense.
- 16. Pavement Warranty.** All asphalt and concrete pavement that will be dedicated to or installed for the City pursuant to this Agreement, shall be warranted by the Developer for materials and workmanship for a period of 2 years from the date of delivery of written acceptance of street construction (for the applicable portion of the public improvements) pursuant to section 9.b; Pavement deficiencies identified by the City within the 2-year warranty period shall be addressed at Developer's sole expense as follows:
 - a. The Developer is responsible for replacing any concrete that shows construction defects within the warranty period. Any concrete that has been damaged after initial set shall be replaced at the Developer's expense. Patching with epoxy or any other type of material will not be permitted.
 - b. Any other pavement irregularities shall be addressed in a method approved by the City Engineer.
 - c. If deficiencies are discovered within the 2-year warranty period, the pavement warranty as to the affected area will be extended by one year from the latest date the deficiencies are corrected.
- 17. Landscaping Warranty.** The warranty period for all topsoil, seed, sod, tree, bush or other landscape or restoration work that is part of the public improvements shall be the earlier of 1 year from the final completion date or full stabilization.
- 18. Sewer Warranty.** All sewer mains and laterals, and all associated equipment, that will be dedicated to the City pursuant to this Agreement shall be warranted by the Developer for materials and workmanship for a period of 1 year from the date of delivery of written acceptance of sewer construction pursuant to section 8. Sewer deficiencies identified by the City within the 1-year warranty period shall be corrected to the City Engineer's satisfaction, and any damage caused by deficient materials or workmanship restored, at Developer's sole expense.
- 19. City May Correct Deficiencies.** If the Developer fails, after reasonable written notice from the City, with reasonable opportunity to cure any defaults of the terms of this Agreement, including all warranties, the City may cure the defaults. The Developer shall then reimburse the City for all reasonable expenses incurred by the City, and the City may charge such expenses against the Development as a special charge under Wis. Stats. §66.0627.

20. Construction Compliance Inspections. Developer will contract with City-approved private consultants to perform compliance inspections of the construction of the items listed in section 7, who are referred to as Construction Site Representatives, or CSRs. The cost of inspections by CSRs is borne by project developers. Therefore, the Developer's budget will include an amount equal to 120% of the estimated cost of providing a CSR for the Development, as determined by the City. The Developer shall draw upon this amount to pay the costs of the CSR's inspections, and will be reimbursed by the City for such amounts pursuant to the terms of the TIF Agreement.

21. Inspection Access. Developer shall allow the City and the CSRs access to the Development as reasonably required to perform inspections of the Development provided any such access shall be at the City's and its representatives' sole risk. If Developer fails to give adequate access for inspections, the City may order that all building and construction permits be suspended and all work on the Development cease until adequate access has been given for inspections and the inspections reveal that the Development is in compliance with all codes, permits, and the terms of this Agreement. A preconstruction meeting shall be held with Developer, Contractors, and City representatives prior to commencement of construction.

22. Utility Easements. The Developer shall grant to the City easements for all municipal utility facilities in the Development and deliver to the City an instrument in recordable form showing all such easements. The easement instrument shall be in a form approved by the City and shall contain all usual terms and provisions required by the City.

23. Indemnification. Developer shall indemnify and hold the City harmless from any and all claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, the Developer's construction of the Development, including court costs and actual attorney fees. Indemnification shall not extend to claims arising out of the negligent or intentional acts or omissions of the City, its officers, agents, employees or independent contractors or the breach by the City of any of its obligations hereunder.

24. Insurance. Developer shall maintain, or require its contractors to maintain, insurance of the following kinds and for not less than the following limits, at Developer's sole expense, at all times during the construction of the Development. Policies shall be occurrence, and not claims-made, policies. Developer shall obtain an endorsement making the City an additional insured on the liability insurance policies with respect to the public improvement portion of the Development, and such insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in

Wisconsin. Prior to commencement of construction, Developer shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
- b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
- c. Excess liability-Umbrella, \$5,000,000.
- d. Worker compensation, statutory requirements.

25. Recording. The City will record this Agreement with the Register of Deeds, and the cost of recording shall be reimbursed to the City by the Developer.

26. Agreement Runs with Land. The terms and conditions of this Agreement, specifically including but not limited to the Developer's obligations under the storm water management and maintenance plan referred to in section 4.c, are covenants running with the land; bind the Developer and its successors, assigns, and any other entities claiming legal, equitable or beneficial interests in the Real Property; and inure to the benefit of the City; provided, however, that upon the City's certification that the Developer has fully performed its construction obligations herein, and the warranty periods herein have expired, the City, upon request, will provide written certification that Developer's obligations hereunder have been fulfilled.

27. Governmental Immunities and Notice Requirements Preserved. Nothing in this Agreement shall be construed to be a waiver or modification of the immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

28. Parties Are Independent Contractors. Nothing in this Agreement shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Agreement, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.

29. Corporate Authorization. The individuals executing this Agreement on behalf of the Developer represent that they are duly authorized to bind the Developer contractually. The Developer represents that the execution of this Agreement is not prohibited by its articles of incorporation, by-laws, operating agreement, partnership agreement, limited-partnership agreement, or other internal operating orders, or by any applicable law, regulation or court order.

30. Assistance of Counsel, Voluntary Contract. The Developer acknowledges that it has either had the assistance of legal counsel in the review and execution of this Agreement, or has voluntarily waived the opportunity to

do so; that it has read and understands each of this Agreement's terms, conditions and provisions, and their effects; and that this Agreement is executed freely and not under conditions of duress.

31. Adequacy of Consideration. The Parties acknowledge that the consideration expressed in this Agreement is adequate and sufficient to make the obligations contained in this Agreement binding upon the Parties.

32. Integration. This Agreement and any documents which are executed pursuant to express provisions in this Agreement embody the entire agreement of the Parties with respect to the subject matter expressed herein. All other inconsistent agreements and understandings of the Parties with respect only to the subject matter expressed herein are superseded and are unenforceable.

33. Amendments. No amendments, additions, or changes of any kind to this Agreement will be valid unless in writing and signed by all the Parties to this Agreement.

34. Severability. If any term of this Agreement is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Agreement without affecting the enforceability of the remainder of this Agreement or substantially frustrating its purpose, it will be so severed, and the remainder of this Agreement will remain in effect and enforceable.

35. Governing Law and Jurisdiction. This Agreement shall be construed and enforced according to the laws of Wisconsin. The Parties agree that if a lawsuit is necessary with respect to this Agreement, it will be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin and waive all jurisdictional defenses.

36. Force Majeure. Neither Party shall be deemed to be in default of this Agreement if the failure to perform is the

result of unforeseeable causes beyond the Party's control, including but not limited to civil disorder, war, acts of enemies, strikes, fires, floods, adverse weather conditions, legally-required environmental remedial actions, industry-wide shortages of materials or labor, acts of God, Governmental restrictions, and pandemics, provided the Party has used reasonable diligence in attempting to anticipate and avoid such causes and resumes performance in good faith as soon as reasonably possible. Time for performance shall be extended by the period of delayed performance.

37. Title Evidence. Title evidence satisfactory to the City showing that Developer is the fee titleholder of the Development shall be provided to City prior to any construction taking place on the Development.

38. Assignment. The City hereby agrees that the Developer may collaterally assign this Agreement to its lenders and the City shall acknowledge and consent to the same on terms and conditions reasonably acceptable to the City, provided further such lenders may require that the City provide notice and an opportunity to cure any Developer defaults hereunder.

39. Estoppel Certificate. City will provide Developer with an estoppel certificate upon Developer's reasonable request.

40. Limitation on Liability. The parties acknowledge and agree that in carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of either Parties' officers, managers, members, partners, agents, shareholders, employees, or representatives, it being understood and agreed that in such matters they act as agents and representatives of the applicable party.

Developer: JPD GC Waukesha, LLC

By: General Capital Management, Inc.

Its; Manager

By: _____
Date: _____

State of Wisconsin }
 } ss.
Waukesha County }

_____, known to me to be the _____ of General Capital Management, Inc., the Manager of **JPD GC Waukesha, LLC**, personally came before me the _____ day of March, 2022, signed this Development Agreement in my presence, and acknowledged the same.

Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent) (expires _____)

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Attest: Gina L. Kozlik, City Clerk-Treasurer
Date: _____

State of Wisconsin }
 } ss.
Waukesha County }

Shawn N. Reilly and Gina L. Kozlik, known to me to be the Mayor and City Clerk, respectively, of the City of Waukesha, personally came before me the _____ day of _____, 2022, signed this Agreement in my presence, and acknowledged the same.


Name: _____
Notary Public, Waukesha County, Wisconsin
My commission (is permanent) (expires _____)

This instrument was drafted by City of Waukesha Department of Public Works.

Exhibit A

Parcel ID Number: WAKC 1305 075
WAKC 1305 370
WAKC 1305 373

Legal description of Real Property:

(insert new CSM legal )

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Exhibit B - LC Items

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River Building-Phase 1						
Site Landscaping and Restoration	Escrow Deposit/Bond/Letter of Credit	L.S.	\$62,000.00	1	\$62,000.00	
Transformer Bond	Escrow Deposit/Bond/Letter of Credit	L.S.	\$15,000.00	1	\$15,000.00	
Public Sanitary Sewer-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
Public Storm Sewer-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Park Construction-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Public Street Construction-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Public Street Paving Construction-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Riverwalk Restoration-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$100,000.00	1	\$100,000.00	
Public Street Asphalt Surface Course-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
Permanent Pavement Markings & Signage	Escrow Deposit/Bond/Letter of Credit	L.S.	\$2,500.00	1	\$2,500.00	
As-built Letter of Credit	Escrow Deposit/Bond/Letter of Credit	L.S.	\$10,000.00	1	\$10,000.00	As-builts utilities
As-built in Digital Format of City Infrastructure Construction by Subdivider Including Sanitary , Storm Sewers & Drainage Facilities						Televising utilities
						sw agreement - recorded
Escrow Deposit Total					\$189,500.00	Subtotal
					\$227,400.00	Total (with 20% contingency)
West & East Building - Phase 2						
Site Landscaping and Restoration	Escrow Deposit/Bond/Letter of Credit	L.S.	\$100,000.00	1	\$100,000.00	
Transformer Bond	Escrow Deposit/Bond/Letter of Credit	L.S.	\$15,000.00	2	\$30,000.00	
Public Sanitary Sewer-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
Public Storm Sewer-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Park Construction-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Public Street Construction-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Public Street Paving Construction-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
City Riverwalk Restoration-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	Complete with Phase 1
Public Street Asphalt Surface Course-Contract	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
Permanent Pavement Markings & Signage	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
As-built Letter of Credit	Escrow Deposit/Bond/Letter of Credit	L.S.	\$0.00	1	\$0.00	
Escrow Deposit Total					\$130,000.00	Subtotal
					\$156,000.00	Total (with 20% contingency)

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