



**To:** Mayor and City Council  
**From:** Matt Wolf, City Administrator  
**Date:** Jan. 7, 2022  
**Subject:** Consent Agenda Payments

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## **Discussion**

The following items have been placed on Consent Agenda for payment:

1. The Planning Commission requested an additional inch of asphalt be placed on the roads within the Palmetto Subdivision, which was approved by Planning Commission with this contingency. EW Homes, the developer has submitted an invoice for payment for Phase II of the development totaling \$29,206.08.
2. KLM who serves as our engineer regarding water tower services. Has submitted their invoice for the work they undertook for the repainting of Water Tower #2 for \$29,998.50.
3. The contractor who undertook the work for repainting Water Tower #2, Classic Protective Coatings, has submitted their final pay request for the work for \$18,447.50.

## **Attachments:**

1. EW Homes Inc. Invoice
2. KLM Final Pay Request Invoice – Engineering Services
3. Classic Protective Coatings – KLM Recommendation Letter
4. Classic Protective Coatings – Final Pay Request
5. Classic Protective Coatings – Contractors Affidavit
6. Classic Protective Coatings – Consent of Surety

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Inv #2540

Invoice to:

City of Prescott

Palmetto Phase II

Cost to increase from 3" to 4" pavement Phase II

2,760 sf \* \$3.35/SY = \$9,246.00

Prorated Cost of roadways stubs for Phase II

\$100,000 \* 100'/501' = \$19,960.08

Invoice Amount = \$29,206.08

From:

EW Homes Inc

526 Rolling Meadow Drive

River Falls WI 54022

20156100100



**KLM Engineering, Inc.**  
1976 Wooddale Drive, Suite 4  
Woodbury, MN 55125  
651-773-5111

City of Prescott, WI  
800 Borner Street  
Prescott, WI 54021  
Dennis Eaton

Invoice number 8720  
Date 12/29/2021  
Project 2585-20 PRESCOTT, WI 0.25MG SINGLE  
PEDESTAL TOWER NO. 2 RECONDITION

Attn: Dennis Eaton  
deaton@prescottcity.org

Description	Contract Amount	Prior Billed	Current Billed
<b>Design Services</b>	15,000.00	15,000.00	0.00
<b>Construction Management</b>	4,760.00	2,527.50	2,232.50
<b>Construction Observation</b>	41,770.00	14,004.00	27,766.00
Total	61,530.00	31,531.50	29,998.50

Invoice total **29,998.50**

*This invoice is payable in 30 days.  
For questions please call 651-773-5111 or email mwesley@klmengineering.com. Thank you for your business!*



December 14, 2021

Dennis Eaton  
Public Works Director  
City of Prescott  
800 Borner Street  
Prescott, WI 54021

**By Email**

**RE: Pay Request No. 3 (Final) for the Reconditioning of the 250,000 Gallon Elevated Reservoir (Tower No. 2) located in Prescott, Wisconsin.**

**City Project No. 1-2021  
KLM Project No. 2585-20**

Dear Mr. Eaton,

Classic Protective Coatings has submitted Pay Request No. 3 (Final) in the amount of \$18,447.50. KLM recommends that the City of Prescott approve this Pay Request.

Also enclosed is the following close out documentation:

- Contractor Affidavit
- Consent of Surety

We also recommend a two (2) year warranty inspection (warranty date started on October 23, 2021). We will contact you prior to that time to schedule an inspection. If you have any questions, please contact me at 651-755-8664.

Sincerely,

KLM Engineering, Inc.

Scott J. Kriese  
Project Supervisor

SK/TK

# APPLICATION AND CERTIFICATION FOR PAYMENT

**To Owner:**  
 City of Prescott  
 800 Borner Street  
 Prescott WI 54021

**Project:** Cleaning, Repairing, and Painting  
 250,000 Elevated Tower

**From Contractor:**  
 Classic Protective Coatings, Inc  
 N7670 State Hwy 25  
 Menomonie WI 54751

**Via Engineer:**  
 KLM Engineering

Contract for: Cleaning, Repairing, and Painting 250,000 elevated reservoir Tower 2

Application #: Final

Period to: 10/29/2021

Project #: KLM MN2585

Contract Date: 12/10/2020

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1 ORIGINAL CONTRACT SUM	\$	<u>368,950.00</u>
2 Net change by Change orders (see summary below)	\$	<u>0.00</u>
3 CONTRACT SUM TO DATE (Line 1 plus or minus Line 2)	\$	<u>368,950.00</u>
4 TOTAL COMPLETED TO DATE (Column F on continuation sheet)	\$	<u>368,950.00</u>
RETAINAGE:		
5 _____ % of Complete Work (column F on continuation sheet)	\$	<u>0.00</u>
6 TOTAL EARNED LESS RETAINAGE: (line 4 less line 5)		<u>368,950.00</u>
7 PREVIOUS CERTIFICATES FOR PAYMENT (line 6 from prior Prior Certificate)		<u>350,502.50</u>
8 <b>CURRENT PAYMENT DUE</b> (line 6 less line 7)	\$	<u>18,447.50</u>
9 BALANCE TO FINISH, INCLUDING RETAINAGE (line 3 less line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	
Total approved this Month		
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:**  
 By: Ray Witke Date: 11/30/2021

State of: Wisconsin County of: Dunn

Subscribed and sworn to before me this November, 2021  
 Notary Public: Jackie Sailer My commission expires December 14, 2024

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 18,447.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: Scott Kriese Date: 12-6-21

**Pay Request Final**

**Payment Request - Continuation Sheet**  
**Schedule of Values**

Project: Prescott, WI  
 250,000 Elevated Tank #2

A Item	B Description	C Scheduled Value	D Completed Previous Application	E Completed This Period	F Total Completed column D + E	G % Col F/C	H Balance to Finish column C - F
1	Mobilization/ Demobilization	12,000.00	12,000.00	0.00	12,000.00	100%	0.00
2	Structural Modifications	96,400.00	96,400.00	0.00	96,400.00	100%	0.00
3	Surface Repair 30 hours @ \$100	3,000.00	3,000.00	0.00	3,000.00	100%	0.00
5	Prep & Prime Interior Wet	45,650.00	45,650.00	0.00	45,650.00	100%	0.00
6	Intermediate Coat Interior Wet	15,500.00	15,500.00	0.00	15,500.00	100%	0.00
7	Finish Coat Interior Wet	15,500.00	15,500.00	0.00	15,500.00	100%	0.00
8	Prep & Prime Exterior	85,400.00	85,400.00	0.00	85,400.00	100%	0.00
9	Intermediate Coat Exterior	18,000.00	18,000.00	0.00	18,000.00	100%	0.00
10	Second Intermediate Coat Exterior	18,000.00	18,000.00	0.00	18,000.00	100%	0.00
11	Finish Coat Exterior with logo	18,000.00	18,000.00	0.00	18,000.00	100%	0.00
12	Prep & Prime Interior Dry localized	24,500.00	24,500.00	0.00	24,500.00	100%	0.00
13	Intermediate Coat Interior Dry	8,500.00	8,500.00	0.00	8,500.00	100%	0.00
14	Finish Coat Interior Dry	8,500.00	8,500.00	0.00	8,500.00	100%	0.00
		368,950.00	368,950.00	0.00	368,950.00	100%	0.00

CONTRACTOR'S AFFIDAVIT

STATE OF Wisconsin

COUNTY OF Dunn

THE UNDERSIGNED, BEING DULY SWORN ON OATH, DEPOSES AND

SAYS THAT HE (SHE) IS President OF Classic Protective Coatings, Inc,  
THE CONTRACTOR FOR Cleaning, repairing and painting 250,000 elevated reservoir  
WORK DESIGNATED AS PROJECT 1-2021 SITUATED AT  
769 Dexter Street OWNED BY City of Prescott  
AND THAT ALL PARTIES WHO HAVE FURNISHED LABOR, MATERIAL, OR BOTH OR  
ANY OTHER ITEMS TO THE UNDERSIGNED FOR USE ON THE SAID WORK AND ALL  
PARTIES HAVING CONTRACTS OR SUB-CONTRACTS WITH THE UNDERSIGNED FOR  
SPECIFIC PORTIONS OF SAID WORK HAVE BEEN PAID IN FULL WITH THE  
FOLLOWING EXCEPTIONS:

none

THE UNDERSIGNED STATES THAT THERE ARE NO OTHER CONTRACTS OR  
OBLIGATIONS OUTSTANDING WHICH WERE USED IN COMPLETING THIS PROJECT.

THE UNDERSIGNED FURTHER STATES THAT UPON PAYMENT OF THE  
SUBJECT FINAL INVOICE THE CONTRACTOR HEREBY WAIVES ALL LIENS AND  
CLAIMS AGAINST THE OWNER, ITS PREMISES, PROPERTY AND LENDER AND  
DISCHARGES THE OWNER OF ANY FURTHER OBLIGATIONS UNDER THIS  
CONTRACT.

THE UNDERSIGNED MAKES THIS AFFIDAVIT FOR THE PURPOSE OF  
PROCURING FROM THE OWNER A FINAL PAYMENT UPON THIS CONTRACT FOR  
ALL WORK COMPLETED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS  
OF THE OWNER.

SIGNED THIS 30th DAY OF November, 2021.  
Classic Protective Coatings, Inc  
CONTRACTOR

BY: Ray Witke  
TITLE: President

SUBSCRIBED AND SWORN BEFORE ME THIS 30th DAY OF November  
2021.

Jackie Sailer  
NOTARY PUBLIC

MY COMMISSION EXPIRES ON THE 14th DAY OF December  
2024.



Bond # 30095990

# Consent of Surety to Final Payment

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

AIA DOCUMENT G707

TO OWNER:

*(Name and address)*

**City of Prescott  
800 Borner Street  
Prescott, WI 54021**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

**Cleaning, Repairing, and Painting 250,000 Gallon  
Elevated Reservoir**

PROJECT:

*(Name and address)*

**Prescott, WI - City Project No.: 1-2021,  
KLM Project No.: MN2585**

CONTRACT DATED: **12/10/2020**

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the  
Western Surety Company, 151 N Franklin St., 17th Floor, Chicago, IL 60606  
*(Insert name and address of Surety)*

SURETY, on bond of **Classic Protective Coatings, Inc.**  
*(Insert name and address of Contractor)*

**N7670 State Road 25** **Menomonie, WI 54751**, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the

Surety of any of its obligations to **City of Prescott**  
*(Insert name and address of Owner)*

**800 Borner Street** **Prescott, WI 54021**, OWNER,  
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **12/03/2021**  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal): 

Western Surety Company  
*(Surety)*  
  
*(Signature of authorized representative)*

**Karla Deutsch-Hunt** Attorney-in-Fact  
*(Printed name and title)*



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, Stephen M Klein, Kristin M Bakos, Emily Tschimperle, DeeAnn Briegel, Christine Scott, Megan Nicole Scott, Lynn Dvergsten, Rita Carlson, Karla Deutsch-Hunt, Tracy Chehoski, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of December 2021



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.