

Village of Mukwonago  
**REGULAR VILLAGE BOARD MEETING**  
Notice of Meeting and Agenda  
**Wednesday, March 20, 2019**

Time: **6:30 p.m.**  
Place: **Mukwonago Municipal Building/Community Room, 440 River Crest Court**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Announcement of closed sessions pursuant to Wis. Stat. **§19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) to consider Forester TID Proposal-Sommer Property, Kurt Eby for Willkomm Excavating regarding liquidated damages for TID #5 and pursuant to Wis. Stat. **§19.85(1)(c)** (Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) for consideration of performance-based bonus and merit increases.
5. Comments from the Public  
*The purpose of this section is to allow the non-elected general public the opportunity to address the Board on any subject of concern that is not the topic of a current or previous Public Hearing before the Village Board. If you wish to be heard, the Village Board asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking must sign the Comments from the Public Appearance sign-in sheet before speaking. The sign-in sheet is available on the table located at the back of the room. The Board will only receive comments during Public Comment. The Public Comment portion of the meeting is scheduled for a total of 15 minutes in length but will end sooner if the Village President has determined that there is no one else present who still wishes to speak.*
6. Consent Agenda  
*All items listed are considered routine and/or have been unanimously recommended by the Committee of the Whole and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent agenda and be considered on the regular agenda.*
  - A. Approval of minutes for February 20, 2019 regular Village Board meeting and March 6, Special Village Board meeting
  - B. Vouchers payable batches
    - 1) Payments batch AP 03-2019-1 - \$243,199.80
    - 2) Payments batch M 02-2019 - \$124,065.91
    - 3) Payments batch TAXSET2-2019 - \$2,148,536.72
    - 4) Payments batch TAXOP2-19 - \$7,791.79
    - 5) Payments batch LIBAP 2/2019 - \$50,133.46
    - 6) Payments batch US 2-19-2019 - \$26,440.89
    - 7) Payments batch WE 02-2019 - \$41,409.99
  - C. Adoption of **Resolution 2019-012**: A Resolution to Amend the 2018 Budget for the General Fund, Revolving Loan Fund, Fire/Ambulance Fund, Fire Designation Fund,

Recycling Fund, Community Development Fund, TID #3, TID #4, Debt Service Fund, Library Fund, Library Building Fund, Capital Projects Fund, Impact Fee Fund, Parkland Site Fund, Water Utility Fun

- D. To authorize the Public Works Director to initiate the application process for the WE Energies trail license agreement.
- E. Adoption of **Ordinance 957:** An Ordinance to amend Section 70-15 of the Village of Mukwonago Municipal Code regarding reimbursement of fees
- F. Approval of the Change of Agent, to Chad Gerbing, for Aldi, Inc #46, 111 E. Wolf Run
- G. Approval of **Resolution 2019-011:** A Resolution to adopt the sewer rates for septic tank waste, holding tank waste and surcharges for wastewater with loadings in excess of domestic strength waste
- H. To authorize the Village President to sign the WE Energies documentation for installation of street lights in the Tri County Industrial Park for a charge of \$22,738.34 and \$89.04 added to the Village's monthly street lighting charges.
- I. Adoption of **Ordinance 959:** An Ordinance to amend Ordinance 34-110(d)(2) and 34-111(a)(1) to require phosphorus loading data
- J. To reallocate the funds from the bridge painting project to provide two digital signs (1 for the Police Dept. and 1 for the Fire Dept.) and purchase a generator for the Village Hall.

7. Committee/Commission Business

*Discussion and Possible Action on the Following Items*

A. Finance

- 1) Payments batch AP 03-2019-2 - \$272,613.75
- 2) Revised Joint Village/Town Fire Settlement
- 3) Review the Forester TID Proposal for the Sommer Property and provide guidance to the staff

8. New Business

*Discussion and Possible Action on the Following Items*

A. Judicial Committee

- 1) Acceptance of the Wisconsin Department of Justice, Division of Law Enforcement Services National Criminal History Improvement Grant Program by authorizing the Village President to sign the agreements for the grant with the State of Wisconsin Department of Justice.

B. Protective Services

- 1) To Support the Fire Chiefs membership in the Southeastern Incident Management Team (SEIMT)

C. Public Works

- 1) To approve the Letter of Credit for the Chapman Place Development be reduced from \$30,000 to \$0.
- 2) ISA Gold Leaf Award Presentation by Paul Fliss to Girl Scout Troop 4730 and the Village of Mukwonago.

D. Plan Commission

- 1) Adoption of **Resolution 2019-013:** A Resolution to approve a Conditional Use for Drive-Thru Service Lanes with a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Boulevard; MUKV 1962-996-002

- 2) Adoption of **Resolution 2019-014**: A Resolution approving the Site Plan and Architectural Review for a Banking Facility on behalf of Educators Credit Union, 100 Chapman Farm Boulevard; MUKV 1962-996-002
  - 3) Adoption of **Resolution 2019-015**: A Resolution to approve the Architectural Review of revising the previously approved exterior colors on behalf of Triple Crown, 102 W Boxhorn Drive; #A480500001
10. Convene into closed sessions pursuant to Wis. Stat. **§19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) to consider Forester TID Proposal-Sommer Property, Kurt Eby for Willkomm Excavating regarding liquidated damages for TID #5 and pursuant to Wis. Stat. **§19.85(1)(c)** (Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) for consideration of performance-based bonus and merit increases.
11. Reconvene into open session pursuant to Wis. Stats. **§19.85(2)** for possible additional discussion and/or action concerning any matter discussed in closed session and/or any unfinished item remaining on the agenda

## 12 Adjournment

It is possible that members of, and possibly a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of individuals with disabilities through appropriate aids and services. For additional information or to request this service, contact the Clerk's Office, 440 River Crest Court, (262) 363-6420, Option 4.

## MINUTES OF THE REGULAR VILLAGE BOARD MEETING

### Wednesday, February 20, 2019

#### Call to Order

Village President Fred Winchowky called the meeting to order at 6:30 p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

#### Roll Call

Board Members present: Jim Decker  
Darlene Johnson  
Karl Kettner  
Mark Penzkover  
Jason Wamser  
Fred Winchowky, Village President

Board Member excused: Jay Vermeulen

Also present: Ron Bittner, Public Works Director  
Mark Blum, Village Attorney  
Becca Alonge, Village Engineer  
Judith Taubert, Clerk-Treasurer  
Diana Doherty, Finance Director  
Dave Brown, Utilities Director  
Bruce Kaniewski, Planner/Zoning Administrator  
Kevin Schmidt, Police Chief  
Bob Harley, Supervisor of Inspections  
Andy Wegner, Deputy Fire Chief  
John Weidl, Administrator/Economic Development Director

#### Pledge of Allegiance

The Village Board recited the Pledge of Allegiance.

#### Announcement of closed sessions

President Winchowky announced the Board will convene into closed sessions later in the meeting pursuant to Wis. Stat. **§19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for consideration of ACG Development's Offer to Purchase in the Tri County Business Park, Addendum to Counter Offer from Malcolm to purchase land in the Tri-County Business Park, Potential 915 Main St. sale, discussion regarding TID #5 Liquidated Damages and Potential lease agreement for the Miniwaukan Park Building

#### Public Hearings

Public hearing for consideration of adoption of **Ordinance 956** to amend Chapter 100 of the Municipal Code regarding Historic Preservation Commission Standards opened at 6:34 p.m.

#### Public Comments

Sue Perkins, 300 Pearl Ave., read a statement regarding the importance of the Historic Preservation District

Roger Walsh, 142 Oakland Ave., read a statement regarding the Historic District.



Public hearing closed at 6:39 p.m.

### **Comments from the Public**

No public comments

### **Consent Agenda**

Approval of minutes of the January 16, 2019 regular meeting and the February 6, 2019 special meeting

#### **Finance Committee**

- 1) Vouchers payable batches
  - a. Payments batch AP 12-2018-5 - \$25,643.40
  - b. Payments batch AP-2-2019-1 - \$111,346.31
  - c. Payments batch WE-012-2019 - \$43,720.47
  - d. Payments batch M- 01-2019 - \$155,174.29
  - e. Payments batch USBANK -1-2019 - \$6,415.09
  - f. Payments batch USBANK – 12-2018 - \$9,650.52
  - g. Payments batch LIB Batch 2 - \$1,621.04
  - h. Payments batch LIB 02-07-2019 - \$10,853.05
  - i. Payments batch JAN SETTLEMENT - \$4,418,170.96
- 2) Recommendation to approve & sign updating the S.M.A.R.T. agreement.
- 3) Recommendation to authorize the Village President to sign the Waukesha County Electronics Collection Event Agreement
- 4) Recommendation to approve an extension of Ruekert & Mielke's Engineering Services Agreement with the Village from 2020-2022
- 5) Recommendation to approve the 2017 Street Project Final Change Order to Close out the project and make payment No. 4 to Stark Pavement Corp.
- 6) Recommendation to award the 2018 Crack Seal Contract to Thunder Road LLC.
- 7) Recommendation to approve the Letter of Credit reduction request from Sarah Hillenbrand of PRE/3 LLC, Premiere Woods to \$0.

Motion by Johnson/Decker to approve the consent agenda carried.

### **Committee/Commission Business**

#### **Finance Committee**

##### **Approval of Vouchers payable batches:**

- 1) Payments batch 1-22-19TXOP2 – \$16,362.31
- 2) Payments batch AP 2-2019-2 - \$625,602.62

Motion by Decker/Kettner to approve the Vouchers Payable batches totaling \$641,964.93 carried

##### **Recommendation to adopt the Village's Purchasing Policy Revision with the approved changes**

Motion by Kettner/Penzkover to adopt the Village's Purchasing Policy Revision with the approved changes carried.

### **New Business**

#### **Protective Services**

##### **Recommendation to use funding from the sale of the LUCAS 2 equipment for the 4G modem upgrades**

Motion by Decker/Wamser for the Village to allow using funding from the sale of the

LUCAS 2 equipment for the 4G modem upgrades pending approval by the Town of Mukwonago carried

**Approval of ProHealth Care MOU**

Motion by Decker/Kettner to approve the ProHealth Care MOU pending approval by The Town of Mukwonago carried

**Public Works**

**Approve Ruekert & Mielke, Inc. Task Order Amendment 2018-03A-1 Deback Drive Infrastructure Design**

Motion by Penzkover/Kettner to approve the Task Order Amendment 2018-03A-1 Deback Drive Infrastructure Design carried. Winchowky voted no.

**Approve WE Energies Distribution Easement Underground document, subject to Village Attorney approval**

Motion by Penzkover/Wamser to approve WE Energies Distribution Easement Underground document subject to Village Attorney approval carried

**Approve WE Energies Electric Facility Backbone extension documents, sign Proposal letter, Line Extension Agreement, Grade Verification Form and Sketch return with payment of \$87,050.50.**

Motion by Decker/Kettner to approve WE Energies Electric Facility Backbone extension documents, sign proposal letter, Line Extension Agreement, Grade Verification Form and Sketch and return with payment of \$87,050.50 subject to Village Attorney approval carried.

**Authorization to move forward with the 915 Main St. land revitalizing project**

Motion by Penzkover/Decker to award the Environmental and Asbestos Abatement to Terracon for \$16,700 subject to Village Attorney's approval of reviewing of contract carried.

Motion by Penzkover/Decker to award the Demolition & Site restoration to Gunderson for the amount of \$64,250.00 lump sum and plus unit rate of \$53.00 per ton for soil loading and hauling subject to Village Attorney's approval of reviewing of contract carried.

Motion by Penzkover/Decker to approve Ruekert & Mielke to prepare NOY and Erosion Control plan for site not to exceed \$10,000 carried

**Planning**

**Resolution 2019-009**

Motion by Penzkover/Decker to adopt **Resolution 2019-009** a resolution for a Conditional Use Permit to approve a general development plan amending and allowing modifications as a planned unit development for construction of 34 residential condominium units within 17 buildings, Edgewood Meadow Condominiums, Bryce P. Styza, Harmony Homes, applicant, with an edit and addition of the wording verify consent after the updated Homeowners Association Documents in condition #4 carried.

**Ordinance 956**

Motion by Penzkover/Kettner to adopt **Ordinance 956** an ordinance to amend sections 100-303, 100-305 and 100-306 of the Village of Mukwonago Municipal Code regarding the Historic Preservation Commission carried.

### **Convene into Closed Session**

Motion by Decker/Johnson to convene into closed sessions at 7:15 p.m. pursuant to Wis. Stat. **9.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for consideration of ACG Development's Offer to Purchase in the Tri County Business Park, Addendum to Counter Offer from Malcolm to purchase land in the Tri-County Business Park, Potential 915 Main St. sale, discussion regarding TID #5 Liquidated Damages and Potential lease agreement for the Miniwaukan Park Building

Motion by Decker/Johnson to adjourn closed session and reconvene into open session at 8:01 p.m. pursuant to Wis. Stats. **§19.85(2)** for possible additional discussion and/or action concerning any matter discussed in closed session and/or any unfinished item remaining on the agenda carried unanimously upon roll call vote.

Motion by Penzkover/Decker to approve the addendum to counter offer from Malcolm to purchase land in the Tri-County Business Park with Conditional Use language for outdoor storage carried.

Motion by Penzkover/Decker to approve the offer from Michael Erkamaa for the purchase of the property at 915 Main Street as presented with the condition that the offer be revised to provide that the letter of credit will be released as follows:

1. 50% at the time that the building inspector has approved the footings and foundation for the first building and that said building is roughed in; and the remaining
2. 50% at the time that occupancy of the first building is obtained.

Motion carried.

Staff to follow directions as discussed in closed session.

### **Adjournment**

Meeting adjourned at 8:03 p.m.

Respectfully Submitted,

Judith A. Taubert  
Clerk-Treasurer

## **MINUTES OF THE SPECIAL VILLAGE BOARD MEETING**

### **Wednesday, March 6, 2019**

#### **Call to Order**

Village President Fred Winchowky called the meeting to order at 7:43 p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

#### **Roll Call**

Board Members present: Jim Decker  
Darlene Johnson  
Jay Vermeulen  
Fred Winchowky, Village President  
Mark Penzkover  
Jason Wamser

Board Members excused: Karl Kettner

Also present: Ron Bittner, Public Works Director  
Mark Blum, Village Attorney  
Diana Doherty, Finance Director  
John Weidl, Administrator  
Linda Gourdoux, Deputy Clerk-Treasurer

Announcement of Closed Sessions pursuant to Wis. Stat. **§19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for possible Letter of Intent to purchase property within the TIF #5 Industrial Park and an Offer to Purchase

#### **New Business**

##### **A. Administrator**

**Recommend to the Village Board for Approval of the Community Planner Job Description and Wage Range of \$71,700 to \$95,985.**

Motion by Penzkover/Decker to Approve the Community Planner Job Description and Wage Range of \$71,700 to \$95,985, carried.

Convene into Closed Sessions pursuant to Wis. Stat. **§19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for possible Letter of Intent to purchase property within the TIF #5 Industrial Park and an Offer to Purchase; upon a roll call vote at 7:46 p.m.

Reconvene into open session pursuant to Wis. Stats. **§19.85(2)** for possible additional discussion and/or action concerning any matter discussed in closed session and/or any unfinished item remaining on the agenda upon a roll call vote at 8:12 p.m.

#### **No Action Taken**

## **Adjournment**

Meeting adjourned at 8:13 p.m.

Respectfully Submitted,

Linda Gourdoux  
Deputy Clerk-Treasurer

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## **Vouchers Payable Cover Sheet**

Payments batch AP 03-2019-2	\$272,613.75
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# VILLAGE OF MUKWONAGO

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## Payments

Current Period: March 2019

Batch Name	AP 03-2019-2	User Dollar Amt	\$272,613.75		
	Payments	Computer Dollar Amt	\$272,613.75		
			\$0.00	In Balance	
Refer	22824 AM TOWING	-			
Cash Payment	E 100-5212-5219 Professional Services	TOW SERV			\$125.00
Invoice	39481 2/25/2019				
Transaction Date	3/8/2019	Citizens	111000	Total	\$125.00
Refer	22825 BEDROCK SEWER & WATER	-			
Cash Payment	E 610-6451-6651 Maintenance-Mains	WATER MAIN REPAIR HWY 83			\$11,639.25
Invoice	1666 2/25/2019				
Transaction Date	3/8/2019	Citizens	111000	Total	\$11,639.25
Refer	22826 BUELOW, VETTER, BUIKEMA, OLS	-			
Cash Payment	E 150-5221-5219 Professional Services	2019 FIRE NEGOTIATIONS			\$88.50
Invoice	2488.00016 3/5/2019				
Cash Payment	E 100-5211-5219 Professional Services	2019 POLICE NEGOTIATIONS			\$118.00
Invoice	2488.00017 3/5/2019				
Cash Payment	E 100-5111-5219 Professional Services	GEN VILLAGE MATTERS VB			\$611.00
Invoice	2488.00099A 3/5/2019				
Transaction Date	3/8/2019	Citizens	111000	Total	\$817.50
Refer	22827 C & M AUTO PARTS INC	-			
Cash Payment	E 100-5323-5311 Supplies	GASKET/DPSKT			\$29.98
Invoice	289056 2/28/2019				
Cash Payment	E 150-5222-5395 Repairs & Maintenance	PAINTED ROTOR			\$126.98
Invoice	289263 2/28/2019				
Cash Payment	E 100-5323-5311 Supplies	TRAILER CONN/SQUARE LED			\$81.97
Invoice	290230 2/28/2019				
Cash Payment	E 100-5323-5311 Supplies	NIF LIGHT			\$45.00
Invoice	290388 2/28/2019				
Cash Payment	E 100-5323-5311 Supplies	VULCANIZING CEMENT			\$6.99
Invoice	290460 2/28/2019				
Transaction Date	3/8/2019	Citizens	111000	Total	\$290.92
Refer	22881 CENTURYLINK	-			
Cash Payment	E 100-5142-5225 Telephone	PHONE CLERK			\$73.09
Invoice	04/21-03/20 3/8/2019				
Cash Payment	E 100-5211-5225 Telephone	PHONE POLICE			\$53.57
Invoice	04/21-03/20 3/8/2019				
Cash Payment	E 100-5323-5225 Telephone	PHONE DPW			\$90.39
Invoice	04/21-03/20 3/8/2019				
Cash Payment	E 100-5512-5225 Telephone	PHONE MUSEUM			\$113.52
Invoice	04/21-03/20 3/8/2019				
Cash Payment	E 440-5511-5225 Telephone	PHONE LIBRARY			\$111.17
Invoice	04/21-03/20 3/8/2019				
Cash Payment	E 610-6920-6921 Office Supplies & Expen	PHONE WATER			\$134.49
Invoice	04/21-03/20 3/8/2019				
Cash Payment	E 620-8400-8510 Office Supplies & Expen	PHONE SEWER			\$31.57
Invoice	04/21-03/20 3/8/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$607.80

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## Payments

Current Period: March 2019

Refer	22882	CINTAS	-			
Cash Payment	E 100-5323-5311	Supplies	LAUNDRY SERVICE		\$74.50	
Invoice	4017508601	3/1/2019				
Cash Payment	E 610-6920-6930	Misc General Expenses	LAUNDRY SERVICE		\$40.14	
Invoice	4017508656	3/1/2019				
Cash Payment	E 620-8010-8270	Operation Supply/Expen	LAUNDRY SERVICE		\$40.14	
Invoice	4017508656	3/1/2019				
Cash Payment	E 100-5323-5311	Supplies	LAUNDRY SERVICE		\$74.50	
Invoice	4017508601	3/1/2019				
Cash Payment	E 100-5323-5311	Supplies	LAUNDRY SERVICE		\$76.81	
Invoice	4017913066	3/1/2019				
Cash Payment	E 610-6920-6930	Misc General Expenses	LAUNDRY SERVICE		\$38.58	
Invoice	4017913012	3/1/2019				
Cash Payment	E 620-8010-8270	Operation Supply/Expen	LAUNDRY SERVICE		\$38.58	
Invoice	4017913012	3/1/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$383.25	
Refer	22883	CITIZENS BANK INS SERVICES	-			
Cash Payment	E 100-5120-5399	Other	PUBLIC OFFICIAN BOND - D SMART		\$100.00	
Invoice	149	2/25/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$100.00	
Refer	22884	COMPASS MINERALS AMERICA	-			
Cash Payment	E 100-5347-5311	Supplies	BULK HWY COURSE		\$13,637.08	
Invoice	414184	2/22/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$13,637.08	
Refer	22885	CUMMINS SALES AND SERVICE	-			
Cash Payment	E 620-8020-8270	Operation Supply/Expen	THERMOSTAT/GASKET/HOSE		\$133.80	
Invoice	2897	2/28/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$133.80	
Refer	22886	DAVID FORJAN OVERHEAD DOOR	-			
Cash Payment	E 100-5211-5394	Bldg Repairs & Maintena	REPLACE EAST GARAGE DOOR CONTROL		\$50.00	
Invoice		2/28/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$50.00	
Refer	22887	EBIX	-			
Cash Payment	E 150-5231-5219	Professional Services	MFD FEB 2019		\$3,900.23	
Invoice	9346	2/28/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$3,900.23	
Refer	22888	EMERGENCY MEDICAL PRODUCT	-			
Cash Payment	E 150-5231-5311	Supplies	AMBULANCE SUPPLIES		\$23.44	
Invoice	2054878	2/28/2019				
Cash Payment	E 150-5231-5311	Supplies	AMBULANCE SUPPLIES		\$1,224.94	
Invoice	2054686	2/28/2019				
Cash Payment	E 150-5231-5311	Supplies	AMBULANCE SUPPLIES		\$182.96	
Invoice	2056110	3/7/2019				
Cash Payment	E 150-5231-5311	Supplies	AMBULANCE SUPPLIES		\$229.78	
Invoice	2057433	3/13/2019				
Transaction Date	3/12/2019	Citizens	111000	Total	\$1,661.12	
Refer	22889	GALLS INC	-			



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## Payments

Current Period: March 2019

Cash Payment	E 100-5212-5346 Clothing Allowance	CLOTH ALLOW - KIRKPATRICK		\$199.97
Invoice	012014997 2/20/2019			
Cash Payment	E 100-5211-5346 Clothing Allowance	CLOTH ALLOW - STREIT		\$49.99
Invoice	012025533 2/20/2019			
Cash Payment	E 100-5211-5347 New Uniform Issue	DISPATCH SHIRTS		\$259.96
Invoice	012025532 2/20/2019			
Cash Payment	E 100-5212-5347 New Uniform Issue	WINTER CAP		\$71.38
Invoice	012025587 2/20/2019			
Cash Payment	E 100-5212-5347 New Uniform Issue	ARMOR HALO		\$639.80
Invoice	1002022401 3/7/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$1,221.10
Refer	22890 GOVERNMENT FINANCE	-		
Cash Payment	E 100-5141-5324 Membership Dues	05/01/1--04/30/20		\$170.00
Invoice	2019 2/21/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$170.00
Refer	22891 HARLEY BOB	-		
Cash Payment	E 100-5241-5335 Training & Travel	MILEAGE FEB		\$39.44
Invoice	3/12/2019			
Cash Payment	E 100-5241-5335 Training & Travel	MILEAGE MARCH		\$20.88
Invoice	3/12/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$60.32
Refer	22892 JACKSON PATRICK	-		
Cash Payment	E 100-5141-5219 Professional Services	EFFECTIVE TEAM BLDG		\$3,000.00
Invoice	2/19/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$3,000.00
Refer	22893 JEFFERSON FIRE & SAFETY	-		
Cash Payment	E 150-5231-5311 Supplies	GEAR CLEAN		\$62.50
Invoice	103371 2/28/2019			
Cash Payment	E 150-5222-5311 Supplies	GEAR CLEAN		\$62.50
Invoice	103371 2/28/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$125.00
Refer	22894 JOHNS DISPOSAL	-		
Cash Payment	E 410-5140-5220 Contractual Services	GARBAGE		\$22,842.00
Invoice	261436 2/26/2019			
Cash Payment	E 410-5140-5310 Outside Services	RECYCLING		\$15,989.40
Invoice	261436 2/26/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$38,831.40
Refer	22895 KAESTNER AUTO ELECTRIC	-		
Cash Payment	E 100-5212-5395 Repairs & Maintenance	NEW SQUAD		\$313.40
Invoice	325151 2/21/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$313.40
Refer	22896 KIESLERS POLICE SUPPLY	-		
Cash Payment	E 100-5215-5311 Supplies	AMMUNITION		\$294.95
Invoice	103527 2/21/2019			
Transaction Date	3/12/2019	Citizens	111000	<b>Total</b> \$294.95
Refer	22897 MUKWONAGO AUTO PARTS	-		

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## Payments

Current Period: March 2019

Cash Payment	E 150-5231-5395 Repairs & Maintenance	OIL FILTER			\$16.48
Invoice	FEB6641	2/28/2019			
Cash Payment	E 150-5222-5395 Repairs & Maintenance	HALOGEN SEALED BEAMS			\$7.55
Invoice	FEB6641	2/28/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$24.03
Refer	22898	NFPA	-		
Cash Payment	E 150-5221-5324 Membership Dues	2 YR MEMBERSHIP			\$315.00
Invoice	2019-2021	3/12/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$315.00
Refer	22899	NORTHERN LAKE SERVICE	-		
Cash Payment	E 620-8010-8260 Other Chemicals	LAB FILTRATION			\$276.00
Invoice	350288	2/14/2019			
Cash Payment	E 620-8010-8260 Other Chemicals	LAB FILTRATION			\$276.00
Invoice	350807	2/27/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$552.00
Refer	22900	PROHEALTH CARE LAB BILLING	-		
Cash Payment	E 100-5212-5219 Professional Services	BLOOD DRAW - GARDELLA			\$35.00
Invoice	201902-0	2/28/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$35.00
Refer	22901	PROHEALTH CARE MEDICAL	-		
Cash Payment	E 150-5221-5219 Professional Services	FARRINGTON/WALDENBERGER			\$444.00
Invoice	297900	3/1/2019			
Cash Payment	E 150-5221-5219 Professional Services	WYNN-SMITH			\$222.00
Invoice	297949	3/1/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$666.00
Refer	22902	PROHEALTH PHARMACY	-		
Cash Payment	E 150-5231-5311 Supplies	PHARMACY CHRGES			\$753.23
Invoice	FEB19	2/28/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$753.23
Refer	22903	PRAXAIR DISTRIBUTION	-		
Cash Payment	E 620-8010-8270 Operation Supply/Expen	CYLINDER RENTAL			\$29.74
Invoice	87802775	2/21/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$29.74
Refer	22904	PROVEN POWER INC	-		
Cash Payment	E 100-5324-5395 Repairs & Maintenance	DRIVE SHAFT			\$238.95
Invoice	289373	1/24/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$238.95
Refer	22905	QUILL CORPORATION	-		
Cash Payment	E 150-5221-5311 Supplies	URINAL DEO/BOWL CLNR			\$169.60
Invoice	5388455	3/1/2019			
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	BABY POWDER			\$15.87
Invoice	5501673	3/1/2019			
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	WIPES/BATH TISSUE			\$120.43
Invoice	5503814	3/1/2019			
Cash Payment	E 100-5142-5311 Supplies	PAPER			\$19.59
Invoice	5211530	3/1/2019			

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Cash Payment	E 150-5221-5311 Supplies	PAPER			\$18.19
Invoice	5211530	3/1/2019			
Cash Payment	E 220-5140-5311 Supplies	PAPER			\$1.40
Invoice	5211530	3/1/2019			
Cash Payment	E 410-5140-5311 Supplies	PAPER			\$2.80
Invoice	5211530	3/1/2019			
Cash Payment	E 440-5511-5311 Supplies	PAPER			\$7.00
Invoice	5211530	3/1/2019			
Cash Payment	E 500-5140-5311 Supplies	PAPER			\$1.40
Invoice	5211530	3/1/2019			
Cash Payment	E 610-6920-6921 Office Supplies & Expen	PAPER			\$46.19
Invoice	5211530	3/1/2019			
Cash Payment	E 620-8300-8400 Operation Supply/Expen	PAPER			\$43.39
Invoice	5211530	3/1/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$445.86
Refer	22906 RUNDLE-SPENCE	-			
Cash Payment	E 610-6920-6930 Misc General Expenses	GASKET			\$5.37
Invoice	2739982	2/27/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$5.37
Refer	22907 SHI INTERNATIONAL CORP	-			
Cash Payment	E 100-5141-5311 Supplies	LICENSING			\$168.08
Invoice	B09516390	2/13/2019			
Cash Payment	E 100-5142-5311 Supplies	LICENSING			\$504.24
Invoice	B09516390	2/13/2019			
Cash Payment	E 100-5213-5219 Professional Services	LICENSING			\$168.08
Invoice	B09516390	2/13/2019			
Transaction Date	3/12/2019	Citizens	111000	Total	\$840.40
Refer	22908 TRACTOR SUPPLY CO	-			
Cash Payment	E 430-5700-5711 Police Dept Capital Equi	SILV HYBRID			\$269.99
Invoice	376528	2/21/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	SCOOP 3QT PLASTIC (8)			\$13.79
Invoice	433785	3/24/2019			
Cash Payment	E 100-5323-5311 Supplies	TIRES/SOCKET/QUICK CONN			\$39.21
Invoice	433089	2/8/2019			
Cash Payment	E 100-5323-5311 Supplies	LINK CONN			\$2.99
Invoice	375599	2/13/2019			
Cash Payment	E 430-5700-5711 Police Dept Capital Equi	SILVER PULL ALUM			\$299.99
Invoice	376528	2/21/2019			
Cash Payment	E 430-5700-5711 Police Dept Capital Equi	RETURN SILV HYBID			-\$269.99
Invoice	376528	3/24/2019			
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	PULLEY			\$17.99
Invoice	433217	2/5/2019			
Cash Payment	E 100-5323-5311 Supplies	TARP			\$114.99
Invoice	436339	3/24/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$488.96
Refer	22909 TREASURER STATE OF WI	-			
Cash Payment	G 100-242400 Court Fees due to State	FEB 19 STATE JAIL FINES			\$6,828.47
Invoice	FEB19	3/4/2019			

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Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$6,828.47</b>
Refer	22910	TREASURER WAUKESHA COUNTY	-		
Cash Payment	G 100-243240	Waukesha County Court Fe	FEB 19 CTY JAIL FINES		\$1,920.61
Invoice	FEB19	3/4/219			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$1,920.61</b>
Refer	22911	UNEMPLOYMENT INSURANCE	-		
Cash Payment	E 620-8400-5110	Salaries & Wages	FEB 19 CHARGES		\$1,480.00
Invoice	9433659	3/12/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$1,480.00</b>
Refer	22912	UNITED LABORATORIES	-		
Cash Payment	E 620-8010-8260	Other Chemicals	COLD WEATHER BAC		\$479.00
Invoice	249114	3/1/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$479.00</b>
Refer	22913	U.S. CELLULAR	-		
Cash Payment	E 100-5211-5225	Telephone	FEB 2019 PHONE		\$464.22
Invoice	0297181935	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$464.22</b>
Refer	22914	VILLAGE OF MUKWONAGO	-		
Cash Payment	G 720-250015	Due to Fire/Ambulance	MO FIRE DEPT TAX		\$18,207.00
Invoice	MAR2019	2/14/2019			
Cash Payment	E 610-6920-6408	Taxes - Village	MO WATER UTILITY TAX		\$30,667.00
Invoice	MAR2019	2/14/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$48,874.00</b>
Refer	22915	W C T C FIRING RANGE	-		
Cash Payment	E 100-5215-5335	Training & Travel	RANGE FEE 02/05/2019		\$140.00
Invoice	FEB2019	3/2/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$140.00</b>
Refer	22916	W C T C	-		
Cash Payment	E 150-5232-5335	Training & Travel	FD EDUCATION		\$506.55
Invoice	S0687512	2/26/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$506.55</b>
Refer	22917	WALWORTH COUNTY	-		
Cash Payment	G 100-243250	Walworth County Court Fee	COUNTY JAIL FINES		\$10.00
Invoice	FEB19	3/4/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$10.00</b>
Refer	22918	WAUKESHA COUNTY	-		
Cash Payment	E 100-5212-5219	Professional Services	SHF4 FEB 19 INMATE BILLING		\$17.01
Invoice	2019-0000031	3/7/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$17.01</b>
Refer	22919	WAUKESHA COUNTY EMERGENC	-		
Cash Payment	E 150-5222-5311	Supplies	NEW ID CARDS		\$4.45
Invoice	186	2/26/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b>	<b>\$4.45</b>
Refer	22920	WAUKESHA COUNTY FIRE CHIEF	-		

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Cash Payment	E 150-5222-5311 Supplies	2018 SCBA FIT TESTING		\$77.45
Invoice 414	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$77.45
Refer	22921 WE ENERGIES MLWAUKEE	-		
Cash Payment	E 100-5521-5222 Electric	200 S ROCHESTER ST		\$23.50
Invoice FEB19	3/13/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$23.50
Refer	22922 WEDIGE RADIATOR & AC INC	-		
Cash Payment	E 620-8020-8270 Operation Supply/Expen	PRESSURE CHK AND EVAL RADIATOR		\$83.50
Invoice 175019	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$83.50
Refer	22923 WI DEPT OF JUSTICE CIB	-		
Cash Payment	G 100-242205 WI DOJ - Background Chec	BACKGROUND CHECKS		\$35.00
Invoice FEB19	2/28/2019			
Cash Payment	E 150-5221-5219 Professional Services	BACKGROUND CHECKS		\$14.00
Invoice FEB19	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$49.00
Refer	22924 WI EMS ASSOCIATION	-		
Cash Payment	E 150-5221-5324 Membership Dues	MEMBERSHIP RENEWAL		\$300.00
Invoice 4829	3/3/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$300.00
Refer	22925 WISCONSIN IMAGING	-		
Cash Payment	E 100-5211-5219 Professional Services	SHARP COPIER		\$54.90
Invoice AR32237	2/25/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$54.90
Refer	22926 WI STATE LAB OF HYGIENE	-		
Cash Payment	E 610-6300-6631 Chemicals	FLOURIDE TESTING		\$52.00
Invoice S84855	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$52.00
Refer	22927 WOLF CONSTRUCTION	-		
Cash Payment	E 610-6451-6651 Maintenance-Mains	COLD MIX		\$715.16
Invoice 7397	2/21/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$715.16
Refer	22928 ADVANCED INTEGRATED TECHN	-		
Cash Payment	E 610-6920-6930 Misc General Expenses	LONG DISTANCE		\$7.45
Invoice 190590400	3/5/2019			
Transaction Date	3/13/2019	Citizens	111000	Total \$7.45
Refer	22929 AIRGAS NORTH CENTRAL	-		
Cash Payment	E 150-5231-5311 Supplies	RENTAL TANK		\$260.11
Invoice 9960013225	3/30/2119			
Cash Payment	E 150-5231-5311 Supplies	LEASE RENEWAL		\$113.38
Invoice 9960486813	3/30/2119			
Transaction Date	3/13/2019	Citizens	111000	Total \$373.49
Refer	22930 AUGUST WINTER & SONS INC	-		

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Cash Payment	G 620-000105 CIP-WWTP Upgrade	DIGESTER			\$32,528.00
Invoice PYMT6	2/19/2019				
Transaction Date	3/13/2019	Citizens	111000	Total	\$32,528.00
Refer	22931 BK PLANNING STRATEGIES	-			
Cash Payment	E 100-5632-5219 Professional Services	PLANNING SERV GENL			\$6,058.81
Invoice M0789-2019	3/11/2019				
Cash Payment	E 240-5632-5219 Professional Services	TID 4			\$25.00
Invoice M0790-2019	3/11/2019				
Cash Payment	E 250-5632-5219 Professional Services	TID 5			\$74.50
Invoice M0791-2019	3/11/2019				
Cash Payment	G 100-211425 Developer Escrow	CHAPMAN FINAL PLAT			\$566.50
Invoice M0792-2019	3/11/2019		Project D00021		
Cash Payment	G 100-211400 Billable Disbursements	EDGEWOOD MEADOWS			\$566.75
Invoice M0793-2019	3/11/2019				
Cash Payment	G 100-211400 Billable Disbursements	EDUCATORS CU			\$395.25
Invoice M0794-2019	3/11/2019				
Cash Payment	G 100-211400 Billable Disbursements	IDC			\$58.00
Invoice M0795-2019	3/11/2019				
Cash Payment	G 100-211425 Developer Escrow	KAYS DANCE CTR			\$158.00
Invoice M0796-2019	3/11/2019		Project D00028		
Cash Payment	G 100-211400 Billable Disbursements	MAPLE CENTRE			\$357.48
Invoice M0797-2019	3/11/2019				
Cash Payment	G 100-211425 Developer Escrow	MEADOWLAND TOWNHOMES			\$241.50
Invoice M0798-2019	3/11/2019		Project D00025		
Cash Payment	G 100-211400 Billable Disbursements	MINORS ESTATE			\$25.00
Invoice M0799-2019	3/11/2019				
Cash Payment	G 100-211400 Billable Disbursements	MUELLER CONCEPT			\$157.75
Invoice M0800-2019	3/11/2019				
Cash Payment	G 100-211400 Billable Disbursements	PETRAUSKI CONCEPT			\$162.25
Invoice M0801-2019	3/11/2019				
Cash Payment	G 100-211425 Developer Escrow	PROHEALTH ADDITION			\$75.00
Invoice M0802-2019	3/11/2019		Project D00027		
Cash Payment	G 100-211400 Billable Disbursements	RIVERVIEW PLAZA			\$58.50
Invoice M0803-2019	3/11/2019				
Cash Payment	G 100-211400 Billable Disbursements	TEKAVER CONCEPT			\$137.00
Invoice M0804-2019	3/11/2019				
Cash Payment	G 100-211425 Developer Escrow	TRIPLE CROWN SITE PLAN			\$132.75
Invoice M0805-2019	3/11/2019				
Cash Payment	G 100-211425 Developer Escrow	VERIZON SITE PLAN			\$29.25
Invoice M0806-2019	3/11/2019				
Transaction Date	3/13/2019	Citizens	111000	Total	\$9,279.29
Refer	22932 BAKER TILLY VIRCHOW KRAUSE	-			
Cash Payment	E 100-5151-5219 Professional Services	AUDIT - PROGRESS 1 BILL			\$1,266.60
Invoice 1370301	3/11/2019				
Cash Payment	E 150-5221-5219 Professional Services	AUDIT - PROGRESS 1 BILL			\$416.10
Invoice 1370301	3/11/2019				
Cash Payment	E 200-5141-5219 Professional Services	AUDIT - PROGRESS 1 BILL			\$303.30
Invoice 1370301	3/11/2019				

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Cash Payment	E 410-5140-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$136.80
Invoice	1370301 3/11/2019			
Cash Payment	E 430-5141-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$175.20
Invoice	1370301 3/11/2019			
Cash Payment	E 440-5511-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$276.60
Invoice	1370301 3/11/2019			
Cash Payment	E 480-5700-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$372.90
Invoice	1370301 3/11/2019			
Cash Payment	E 500-5140-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$9.30
Invoice	1370301 3/11/2019			
Cash Payment	E 600-5140-5827 Police Impact	AUDIT - PROGRESS 1 BILL		\$1.22
Invoice	1370301 3/11/2019			
Cash Payment	E 600-5140-5828 Library Impact	AUDIT - PROGRESS 1 BILL		\$10.23
Invoice	1370301 3/11/2019			
Cash Payment	E 600-5140-5829 Fire Impact	AUDIT - PROGRESS 1 BILL		\$1.68
Invoice	1370301 3/11/2019			
Cash Payment	E 610-5140-5826 Water Impact	AUDIT - PROGRESS 1 BILL		\$12.36
Invoice	1370301 3/11/2019			
Cash Payment	E 620-5140-5830 Sewer Impact	AUDIT - PROGRESS 1 BILL		\$6.01
Invoice	1370301 3/11/2019			
Cash Payment	E 810-5140-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$11.70
Invoice	1370301 3/11/2019			
Cash Payment	E 220-5151-5219 Professional Services	AUDIT - PROGRESS 1 BILL		\$500.00
Invoice	1370301 3/11/2019			
Cash Payment	E 610-6920-6923 Outside Services Employ	AUDIT - PROGRESS 1 BILL		\$1,250.00
Invoice	1370301 3/11/2019			
Cash Payment	E 620-8400-8520 Outside Services Employ	AUDIT - PROGRESS 1 BILL		\$1,250.00
Invoice	1370301 3/11/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b> \$6,000.00
Refer	22933 BOUND TREE MEDICAL	-		
Cash Payment	E 150-5231-5311 Supplies	ASPIRATORS		\$30.60
Invoice	83133351 3/7/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b> \$30.60
Refer	22934 BRIOHN DESIGN GROUP,LLC	-		
Cash Payment	G 610-235000 Customer Deposits	METER DEPOSIT		\$1,000.00
Invoice	3/12/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b> \$1,000.00
Refer	22935 CASPERS TRUCK EQUIPMENT	-		
Cash Payment	E 100-5324-5395 Repairs & Maintenance	SWITCH		\$204.81
Invoice	0036107 2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b> \$204.81
Refer	22936 CENTRAL OFFICE SYSTEMS	-		
Cash Payment	E 150-5221-5311 Supplies	FD COPY MACHINE		\$92.00
Invoice	62804237 3/9/2019			
Cash Payment	E 100-5142-5312 Printing	3/1-3/31		\$23.10
Invoice	62748118 3/9/2019			
Cash Payment	E 150-5221-5311 Supplies	3/1-3/31		\$21.45
Invoice	62748118 3/9/2019			



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Cash Payment	E 220-5140-5312 Printing	3/1-3/31			\$1.65
Invoice	62748118	3/9/2019			
Cash Payment	E 410-5140-5312 Printing	3/1-3/31			\$3.30
Invoice	62748118	3/9/2019			
Cash Payment	E 440-5511-5312 Printing	3/1-3/31			\$8.25
Invoice	62748118	3/9/2019			
Cash Payment	E 500-5140-5312 Printing	3/1-3/31			\$1.65
Invoice	62748118	3/9/2019			
Cash Payment	E 610-6920-6930 Misc General Expenses	3/1-3/31			\$54.45
Invoice	62748118	3/9/2019			
Cash Payment	E 620-8400-8560 Misc General Expense	3/1-3/31			\$51.15
Invoice	62748118	3/9/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$257.00
Refer	22937 CENTURY FENCE	-			
Cash Payment	E 620-8010-8340 Maint-General Plant/Stru	GATEWORK			\$3,490.00
Invoice	194707401	3/4/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$3,490.00
Refer	22938 CORE & MAIN LP	-			
Cash Payment	G 610-134600 T&D Meters	METER RETURN			-\$1,715.00
Invoice	J977857	1/3/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	SS INSERT			\$9.54
Invoice	K026130	1/15/2019			
Cash Payment	E 610-6453-6641 Operation Supply/Exp-T	RUBBER MTR WASHER			\$89.12
Invoice	K004325	1/10/2019			
Cash Payment	E 610-6452-6652 Maintenance-Services	TUBING/BALL CURB			\$766.70
Invoice	J984629	1/4/2019			
Cash Payment	E 620-8010-8330 Maint-Treatment/Dispos	GASKETS/BOLTS/NUTS			\$512.24
Invoice	J984612	1/4/2019			
Cash Payment	E 610-6453-6641 Operation Supply/Exp-T	GEL CAPS			\$32.93
Invoice	K165249	2/19/2019			
Cash Payment	E 610-6451-6651 Maintenance-Mains	PVC PIPE/GASKETS			\$385.28
Invoice	K182285	2/22/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	CLAY PVC			\$7.42
Invoice	K204882	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$88.23
Refer	22939 DOMINION VOTING SYSTEMS	-			
Cash Payment	E 100-5144-5311 Supplies	PAPER ROLLS			\$48.04
Invoice	DVS127948	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$48.04
Refer	22940 E. & B. SCALE SERVICES, INC	-			
Cash Payment	E 620-8010-8260 Other Chemicals	CLEAN/ADJUST/BALANCE			\$110.00
Invoice	6574	3/12/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$110.00
Refer	22941 EXCEL BUILDING SERVICES	-			
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	MARCH2019 CLEANING SERV			\$975.00
Invoice	3290	3/10/2019			
Transaction Date	3/13/2019	Citizens	111000	Total	\$975.00



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Refer	22942	FASTENAL COMPANY	-			
Cash Payment	E 610-6300-6632	Operation Supply/Exp-Tr	PARTS			\$3.45
Invoice	75932	2/20/2019				
Cash Payment	E 610-6300-6632	Operation Supply/Exp-Tr	CLAMPS/POST BASE			\$77.73
Invoice	75927	2/20/2019				
Cash Payment	E 620-8010-8270	Operation Supply/Expen	LG COMBO WRENCH			\$24.18
Invoice	76041	2/28/2019				
Transaction Date	3/13/2019	Citizens	111000	Total		\$105.36
Refer	22943	GATEWAY TECHNICAL COLLEGE	-			
Cash Payment	E 150-5223-5335	Training & Travel	CUTBERTH TRAINING			\$31.34
Invoice	24404	3/12/2019				
Transaction Date	3/13/2019	Citizens	111000	Total		\$31.34
Refer	22944	HAHN ACE HARDEWARE	-			
Cash Payment	E 150-5222-5395	Repairs & Maintenance	ANTIFREEZE			\$5.47
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6300-6632	Operation Supply/Exp-Tr	WELL 5 REPAIR SUPPLIES			\$161.82
Invoice	FEB19	2/28/2019				
Cash Payment	E 100-5323-5311	Supplies	HAND SANTIZER			\$4.93
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6300-6632	Operation Supply/Exp-Tr	PIPE TEE/WIRE BRUSH			\$10.78
Invoice	FEB19	2/28/2019				
Cash Payment	E 620-8010-8270	Operation Supply/Expen	HEADLIGHT LED/FUNNEL/TAPE			\$45.40
Invoice	FEB19	2/28/2019				
Cash Payment	E 100-5211-5311	Supplies	KEYS			\$23.22
Invoice	FEB19	2/28/2019				
Cash Payment	E 620-8010-8270	Operation Supply/Expen	TOTES W/LIDS			\$16.47
Invoice	FEB19	2/28/2019				
Cash Payment	E 150-5231-5395	Repairs & Maintenance	BOX SWITCH/COVER PLATES			\$22.07
Invoice	FEB19	2/28/2019				
Cash Payment	E 100-5323-5311	Supplies	GFI RECPT/CORD EXT			\$44.58
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6300-6632	Operation Supply/Exp-Tr	BARB HOSE			\$3.59
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6210-6625	Maintenance-Pumping	SOCKET WRENCH			\$19.78
Invoice	FEB19	2/28/2019				
Cash Payment	E 100-5323-5311	Supplies	BIT DRILL ROTARY			\$4.22
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6210-6625	Maintenance-Pumping	CONN 900 LIQ TITE			\$7.19
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6210-6625	Maintenance-Pumping	BALL VALVE			\$18.51
Invoice	FEB19	2/28/2019				
Cash Payment	E 150-5222-5395	Repairs & Maintenance	SPARKPLUG			\$3.59
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6210-6625	Maintenance-Pumping	BALL VALVE/ADAPTER			\$15.80
Invoice	FEB19	2/28/2019				
Cash Payment	E 150-5221-5311	Supplies	BOWL CLEANER			\$4.66
Invoice	FEB19	2/28/2019				
Cash Payment	E 610-6210-6625	Maintenance-Pumping	ELBOW/BALL VALVE			\$24.30
Invoice	FEB19	2/28/2019				

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## Payments

Current Period: March 2019

Cash Payment	E 100-5160-5311 Supplies	VALVE REPAIR SLOAN		\$22.49
Invoice FEB19	2/28/2019			
Cash Payment	E 610-6300-6632 Operation Supply/Exp-Tr	UNION 1/2 COPPER/ELBOW		\$7.72
Invoice FEB19	2/28/2019			
Cash Payment	E 100-5323-5311 Supplies	KEYS/LOCKS		\$26.55
Invoice FEB19	2/28/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	CLEANING SUPPLIES		\$38.63
Invoice FEB19	2/28/2019			
Cash Payment	E 150-5222-5311 Supplies	PLUG IN/OUTLET STRIP/GRND CONN		\$49.26
Invoice FEB19	2/28/2019			
Cash Payment	E 100-5323-5311 Supplies	STRIKE		\$7.19
Invoice FEB19	2/28/2019			
Cash Payment	E 620-8010-8330 Maint-Treatment/Dispos	CONDUIT PVC		\$1.79
Invoice FEB19	2/28/2019			
Cash Payment	E 610-6300-6632 Operation Supply/Exp-Tr	MAP PRO GAS/CEMENT RANIN R SHINE		\$72.37
Invoice FEB19	2/28/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	SOCKET/PIPE STRAP/SHUT OF HOSE		\$94.71
Invoice FEB19	2/28/2019			
Cash Payment	E 100-5323-5311 Supplies	SPRAY PAINT/FASTENERS		\$19.57
Invoice FEB19	2/28/2019			
Cash Payment	E 620-8010-8260 Other Chemicals	BLEACH		\$5.84
Invoice FEB19	2/28/2019			
Transaction Date	3/13/2019	Citizens	111000	<b>Total</b> \$782.50
Refer	22945	HAWKINS WATER TREATMENT	-	
Cash Payment	E 620-8010-8250 Sludge Conditioning Che	ZETAG		\$1,014.30
Invoice 4451654	2/21/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b> \$1,014.30
Refer	22946	HIPPENMEYER, REILLY	-	
Cash Payment	E 100-5130-5219 Professional Services	MISC MATTERS		\$2,130.00
Invoice 47534	3/11/2019			
Cash Payment	E 610-6920-6923 Outside Services Employ	UTILITIES		\$8.75
Invoice 47535	3/11/2019			
Cash Payment	E 620-8400-8520 Outside Services Employ	UTILITIES		\$8.75
Invoice 47535	3/11/2019			
Cash Payment	E 150-5221-5219 Professional Services	FIRE DEPT		\$78.75
Invoice 47536	3/11/2019			
Cash Payment	E 100-5130-5219 Professional Services	ORDINANCE/RESOLUTION		\$612.50
Invoice 47537	3/11/2019			
Cash Payment	E 220-5130-5219 Professional Services	ALDI		\$35.00
Invoice 47538	3/11/2019			
Cash Payment	G 100-211400 Billable Disbursements	CHAPMAN PROPERTY		\$327.50
Invoice 47539	3/11/2019			
Cash Payment	G 100-211400 Billable Disbursements	TERONOMY DEBACK		\$105.00
Invoice 47540	3/11/2019			
Cash Payment	E 240-5130-5219 Professional Services	TID 4		\$280.00
Invoice 47541	3/11/2019			
Cash Payment	G 100-211400 Billable Disbursements	TID 5 MALCOLM		\$262.50
Invoice 47542	3/11/2019			

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## Payments

Current Period: March 2019

Cash Payment	G 100-211400 Billable Disbursements	TID 5 TOUCH PAD		\$507.50
Invoice 47543	3/11/2019			
Cash Payment	G 100-211400 Billable Disbursements	TID 5 BRIOHN		\$315.00
Invoice 47544	3/11/2019			
Cash Payment	G 100-211425 Developer Escrow	MEADOWLAND TOWN HOMES		\$175.00
Invoice 47547	3/11/2019			
Cash Payment	E 100-5130-5219 Professional Services	PROSECUTION		\$1,035.00
Invoice 47545	3/11/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b> \$5,881.25
Refer	22947 HOME DEPOT	-		
Cash Payment	E 100-5160-5311 Supplies	TAX REFUND		-\$18.35
Invoice FEB19	3/5/2019			
Cash Payment	E 100-5160-5311 Supplies	TAX REFUND		-\$4.17
Invoice FEB19	3/5/2019			
Cash Payment	E 100-5160-5311 Supplies	WIRE SHELF/CASTERS		\$378.17
Invoice FEB19	3/5/2019			
Cash Payment	E 100-5323-5311 Supplies	CHERRY BOMB HAND CLEANER		\$17.94
Invoice FEB19	3/5/2019			
Cash Payment	E 100-5323-5395 Repairs & Maintenance	OUTLETS/WAL PLUGS		\$85.89
Invoice FEB19	3/5/2019			
Cash Payment	E 100-5323-5395 Repairs & Maintenance	WALL BOARD		\$15.85
Invoice FEB19	3/5/2019			
Cash Payment	E 100-5160-5395 Repairs & Maintenance	BATTERY		\$40.94
Invoice FEB19	3/5/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b> \$516.27
Refer	22948 LOCATORS & SUPPLIES	-		
Cash Payment	E 610-6920-6930 Misc General Expenses	SHIRTS		\$1,046.33
Invoice 0273575	3/4/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	SHIRTS		\$1,046.33
Invoice 0273575	3/4/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b> \$2,092.66
Refer	22949 MUKWONAGO AUTO PARTS	-		
Cash Payment	E 620-8010-8270 Operation Supply/Expen	MISSING SLIP		\$28.68
Invoice FEB19	3/1/2019			
Cash Payment	E 620-8010-8270 Operation Supply/Expen	HOSE FITTING/HOSE		\$32.36
Invoice FEB19	3/1/2019			
Cash Payment	E 610-6920-6933 Transportation Expenses	BATTERY		\$255.58
Invoice FEB19	3/1/2019			
Cash Payment	E 610-6920-6933 Transportation Expenses	BATTERY RETURN		-\$127.79
Invoice FEB19	3/1/2019			
Cash Payment	E 610-6920-6930 Misc General Expenses	BATTERY		\$162.61
Invoice FEB19	3/1/2019			
Cash Payment	E 620-8020-8320 Maintenance-Lift Station	RADIATOR & HEATER Hose		\$61.25
Invoice FEB19	3/1/2019			
Cash Payment	E 620-8020-8270 Operation Supply/Expen	OIL FILTER/BELT/HOSE		\$105.35
Invoice FEB19	3/1/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b> \$518.04
Refer	22950 R & R INSURANCE SERVICES	-		

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## Payments

Current Period: March 2019

Cash Payment	E 100-5154-5511 Workmens Comp Insura	W/C			\$15,590.75
Invoice	2019819	3/4/2019			
Cash Payment	E 100-5154-5512 General Liability Insuran	G/L			\$6,707.67
Invoice	2019819	3/4/2019			
Cash Payment	E 100-5154-5512 General Liability Insuran	G/L POLICE			\$1,475.26
Invoice	2019819	3/4/2019			
Cash Payment	E 100-5254-5226 Insurance Premiums	DAMS INSURANCE			\$87.50
Invoice	2019819	3/4/2019			
Cash Payment	E 150-5221-5226 Insurance Premiums	FIRE/AMBO INS			\$22,442.34
Invoice	2019819	3/4/2019			
Cash Payment	E 410-5140-5226 Insurance Premiums	RECYCLING INS			\$87.50
Invoice	2019819	3/4/2019			
Cash Payment	E 440-5511-5226 Insurance Premiums	LIBRARY INS			\$259.56
Invoice	2019819	3/4/2019			
Cash Payment	E 500-5140-5226 Insurance Premiums	STORM WATER INS			\$87.50
Invoice	2019819	3/4/2019			
Cash Payment	E 610-6920-6924 Property Insurance	WATER INS			\$2,106.79
Invoice	2019819	3/4/2019			
Cash Payment	E 620-8400-8530 Insurance	SEWER INS			\$3,920.13
Invoice	2019819	3/4/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b>	\$52,765.00
Refer	22951 CONLEY MEDIA, LLC	-			
Cash Payment	E 100-5632-5312 Printing	PUB HEARING - EDGEWOOD			\$50.33
Invoice	6362410219	2/23/2019			
Cash Payment	E 100-5241-5312 Printing	ORD 955			\$90.53
Invoice	6362410219	2/23/2019			
Cash Payment	E 100-5112-5311 Supplies	PUB HEARING - CHAPT 100			\$48.24
Invoice	6362410219	2/23/2019			
Cash Payment	E 100-5632-5312 Printing	PUB HEARING - ED CU			\$39.64
Invoice	6362410219	2/23/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b>	\$228.74
Refer	22952 HORN OIL	-			
Cash Payment	E 100-5212-5351 Motor Fuel & Oil	FUEL POLICE			\$1,526.43
Invoice	FEB19	3/14/2019			
Cash Payment	E 100-5241-5351 Motor Fuel & Oil	FUEL INSPECTION			\$49.79
Invoice	FEB19	3/14/2019			
Cash Payment	E 100-5324-5351 Motor Fuel & Oil	FUEL DPW			\$6,080.99
Invoice	FEB19	3/14/2019			
Cash Payment	E 150-5222-5351 Motor Fuel & Oil	FUEL FIRE			\$330.83
Invoice	FEB19	3/14/2019			
Cash Payment	E 150-5231-5351 Motor Fuel & Oil	FUEL AMBO			\$1,175.99
Invoice	FEB19	3/14/2019			
Cash Payment	E 610-6920-6933 Transportation Expenses	FUEL WATER			\$209.31
Invoice	FEB19	3/14/2019			
Cash Payment	E 620-8010-8280 Transportation Expense	FUEL SEWER			\$644.24
Invoice	FEB19	3/14/2019			
Transaction Date	3/14/2019	Citizens	111000	<b>Total</b>	\$10,017.58
Refer	22953 RICOH AMERICAS CORPORATION	-			

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**Current Period: March 2019**

## Fund Summary

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$272,613.75
Total	<u>\$272,613.75</u>

2018 JOINT VILLAGE TOWN SETTLEMENT as of 3/13/19

Cat Descr		Account Descr	Adopted Budget	Revised Budget	YTD Amount as of 12/31/18	Balance Remaining	%YTD Budget	
TAXES		R 150-4100-4111 General Property Tax	214,200.00	214,200.00	180,014.20	34,185.80		Village Contribution
		R 150-4100-4347 State Fire Dues Program	0.00	0.00	34,185.80	(34,185.80)		
OTHER FINANCING SOURCES		R 150-4900-4910 Transfer from General Fund**	0.00	0.00	0.00	0.00		
		TOTAL FROM VILLAGE	214,200.00	214,200.00	214,200.00	(0.00)	100%	
INTERGOV T CHARGES FOR SERVICE		R 150-4700-4731 Fire/Ambulance Service to Town	214,200.00	214,200.00	182,696.91	31,503.09		Town Contribution
		R 150-4700-4347 State Fire Dues Program	0.00	0.00	31,503.09	(31,503.09)		
INTERGOV T CHARGES FOR SERVICE		R 150-4700-4733 Cash Flow Supplement from Town**	0.00	0.00	0.00	0.00		
		TOTAL FROM TOWN	214,200.00	214,200.00	214,200.00	(0.00)	100%	
INTERGOV T REVENUES		R 150-4300-4342 State Aid or Grant	0.00	0.00	0.00	0.00		Shared Revenue for Year End Settlement
INTERGOV T REVENUES		R 150-4300-4343 County Grant	0.00	0.00	0.00	0.00		
MISC REVENUE		R 150-4800-4370 Private Grants	0.00	0.00	0.00	0.00		
PUBLIC CHARGES FOR SERVICES		R 150-4600-4304 Treasurer s Fees	13,000.00	13,000.00	124.18	12,875.82	1%	
PUBLIC CHARGES FOR SERVICES		R 150-4600-4716 Paramedic Ride-Along Fee	50.00	50.00	0.00	50.00	0%	
PUBLIC SAFETY		R 150-4620-4320 Fire Dept Charges for Services	3,000.00	3,000.00	1,210.00	1,790.00	40%	
PUBLIC SAFETY		R 150-4620-4325 Ambulance County Collections	20,000.00	20,000.00	21,075.34	(1,075.34)	105%	
PUBLIC SAFETY		R 150-4620-4730 Ebix Ambulance Revenue	501,729.00	501,729.00	428,003.29	73,725.71	85%	
PUBLIC SAFETY		R 150-4620-4737 Ebix Fire Revenue	10,500.00	10,500.00	4,175.00	6,325.00	40%	
PUBLIC SAFETY		R 150-4620-4741 Ebix Interfacility ALS & BLS	296,595.00	296,595.00	372,791.56	(76,196.56)	126%	
PUBLIC SAFETY		R 150-4620-4742 Ebix Interfacility Critical Care	88,620.00	88,620.00	172,524.57	(83,904.57)	195%	
INTEREST REVENUE		R 150-4810-4871 Interest Revenue	200.00	200.00	1,855.42	(1,655.42)	928%	
MISC REVENUE		R 150-4800-4899 Misc Revenue	0.00	0.00	22.00	(22.00)		
		Revenue to be Shared with the Town	933,694.00	933,694.00	1,001,781.36	(68,087.36)	107%	
INTERGOV T REVENUES		R 150-4300-4344 EMS Act102 Grant	6,000.00	6,000.00	5,910.40	89.60	99%	Shared when used
MISC REVENUE		R 150-4800-4890 Donations Received	0.00	0.00	7,900.00	(7,900.00)		
COMMERCIAL REVENUE		R 150-4820-4880 Sale of Owned Property	1,000.00	1,000.00	0.00	1,000.00	0%	
OTHER FINANCING SOURCES		R 150-4900-4920 Transfer from Other Funds	0.00	0.00	0.00	0.00		
OTHER FINANCING SOURCES		R 150-4900-4930 Fund Balance Applied	0.00	0.00	0.00	0.00		
		Designated Funds - Share with Town when used	7,000.00	7,000.00	13,810.40	(6,810.40)	197%	
TOTAL REVENUE GUIDELINE			1,369,094.00	1,369,094.00	1,443,991.76	(74,897.76)	105%	

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	Account Descr	Adopted Budget	Revised Budget	YTD Amount as of		%YTD Budget
				12/31/18	Balance Remaining	
Regular Operating Expenditures	ADMINISTRATIVE & GENERAL	25,326.00	25,326.00	25,299.12	26.88	100%
	FIRE ADMINISTRATION	826,831.00	826,831.00	811,707.57	15,123.43	98%
	FIRE SUPPRESSION	65,748.00	65,748.00	61,313.72	4,434.28	93%
	FIRE TRAINING	44,000.00	44,000.00	33,938.64	10,061.36	77%
	AMBULANCE	319,680.00	319,680.00	362,825.29	(43,145.29)	113%
	AMBULANCE TRAINING	22,509.00	22,509.00	12,014.79	10,494.21	53%
	Critical Care Transport Expenses	0.00	0.00	239.80	(239.80)	
	Capital Outlay Expenses	35,000.00	35,000.00	36,419.25	(1,419.25)	104%
	Total Operating Budget	1,339,094.00	1,339,094.00	1,343,758.18	(4,664.18)	100%
Designated Expenditures	ACT 102 or Designated Fund Expenses	0.00	0.00	9,171.04	(9,171.04)	
	Donated Fund Expenditures	0.00	0.00	4,608.95	(4,608.95)	
	Transfer to Town - YE Settlement	0.00	0.00	0.00	0.00	
	Transfer to Village Fire Dept Designated Acct YE Settlement	0.00	0.00	0.00	0.00	
	Transfer to Designated Fund Balance for Future Ambulance	30,000.00	30,000.00	0.00	30,000.00	0%
	E 150-5900-5925 Transfer to Designated Funds	0.00	0.00	0.00	0.00	
	Other Financing Uses	30,000.00	30,000.00	13,779.99	16,220.01	46%
	Total Expenditure Budget	1,369,094.00	1,369,094.00	1,357,538.17	11,555.83	99%

2018 PRELIMINARY Settlement		Actual
Total Shared Revenues		1,001,781.36
Total Operating Expenses		(1,343,758.18)
		(341,976.82)
Town Contribution as of 12/31/18		214,200.00
Village Contribution as of 12/31/188		214,200.00
Revenue Excess (Shortfall):		86,423.18
Designated Capital "Placeholder" for future Ambulance in Fund Balance		(31,065.00)
		Place in Fire Fund Reserve
		55,358.18
Revenue Excess (Shortfall):		27,679.09
		Due to Each Entity

## PROPOSED 2018 BUDGET WITH 2019 - 2022 FORECASTS

Row Labels	GL Type	Cat Descr	Sum of 2015 Actual	Sum of 2016 Actual	Sum of 2017 Adopted Budget	Sum of 6-30- 17 YTD Amount	Sum of 2017 Year End Estimates	Sum of 2018 Proposed Budget	Sum of 2019 Forecast	Sum of 2020 Forecast	Sum of 2021 Forecast	Sum of 2022 Forecast	% change in Proposed 2018 Budget over Adopted 2017
150													
<b>Fire Dep</b>													
	Expenditure												
	5140	ADMINISTRATIVE & GENERAL	24,473	23,499	24,711	12,311	24,734	25,326	25,827	26,337	26,858	27,389	2.5%
	5221	FIRE ADMINISTRATION	512,565	699,308	809,209	371,975	822,822	825,766	850,261	878,862	885,374	890,994	2.0%
	5222	FIRE SUPPRESSION	66,799	63,883	69,186	20,264	70,300	65,748	65,748	65,748	65,748	65,748	-5.0%
	5223	FIRE TRAINING	46,675	45,251	44,221	20,516	42,671	44,000	44,000	44,000	44,000	44,000	-0.5%
	5231	AMBULANCE	381,481	383,083	422,831	225,329	406,612	319,680	330,916	335,000	338,500	338,500	-24.4%
	5232	AMBULANCE TRAINING	23,755	20,431	23,609	6,838	14,800	22,509	22,700	22,700	22,700	22,700	-4.7%
	5700	CAPITAL EXPENDITURES	63,202	83,675	56,000	1,940	56,000	35,000	35,000	35,000	37,000	37,000	-37.5%
	5880	USE OF GRANTS/DONATIONS	9,411	15,103		2,646	3,000	-	-	-	-	-	0.0%
	5900	OTHER FINANCING USES	237,844	30,273	1,306	-	-	31,065	32,546	37,427	33,808	36,749	2278.6%
	5233	CRITICAL CARE TRANSPORTS	11,616	4,116	-	778	-	-	-	-	-	-	0.0%
	Expenditure Total		1,377,820	1,368,622	1,451,073	662,598	1,440,939	1,369,094	1,406,998	1,445,074	1,453,988	1,463,080	-5.6%
	Revenue												0.0%
	4100	TAXES	210,000	210,000	210,000	105,000	210,000	214,200	218,484	222,854	227,311	231,857	2.0%
	4300	INTERGOV T REVENUES	10,282	15,165	5,900	-	5,900	6,000	6,000	6,000	6,000	6,000	1.7%
	4600	PUBLIC CHARGES FOR SERVICES	14,182	13,425	13,050	37	13,050	13,050	13,050	13,050	13,050	13,050	0.0%
	4620	PUBLIC SAFETY	915,010	913,595	1,010,923	541,188	1,010,923	920,444	949,780	979,116	979,116	979,116	-9.0%
	4700	INTERGOV T CHARGES FOR SERVICE	210,000	210,000	210,000	87,500	210,000	214,200	218,484	222,854	227,311	231,857	2.0%
	4800	MISC REVENUE	9,025	3,644	-	3,007	3,300						0.0%
	4810	INTEREST REVENUE	361	458	200	193	300	200	200	200	200	200	0.0%
	4820	COMMERCIAL REVENUE	16,766		1,000	-	-	1,000	1,000	1,000	1,000	1,000	0.0%
	4900	OTHER FINANCING SOURCES			-	-							0.0%
	Revenue Total		1,385,627	1,366,287	1,451,073	736,925	1,453,473	1,369,094	1,406,998	1,445,074	1,453,988	1,463,080	-5.6%





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works or Finance Committee
Topic:	Forester TID Proposal - Sommer Property
From:	John S. Weidl
Department:	Village Administration/Economic Development
Presenter:	JSW
Date of Committee Action (if required):	N/A
Date of Village Board Action (if required):	N/A

### Information

#### **Subject: Forester TID Proposal - Sommer Property**

**Background Information/Rationale:** Jim Forester has the Sommer Parcel under contract and has approached the Village about the possibility of a Tax Increment Financing District. Under the proposal, the district would absorb all infrastructure costs, any outstanding assessments, and the difference between what residential property is actually worth and what the developer is paying the owner. That total is just over \$13,000,000. That \$13M turns into \$20M after debt service. The developer is proposing 98 single-family homes, 96 condo units and some theoretical numbers for possible future commercial development.

**Key Issues for Consideration:** In theory, the developer has presented development numbers that could cash flow in a Tax Increment Financing district, provided the developer is willing to commit to \$63,000,000 (sixty-three million!) in new development by year 5. However, there are many other items that need to be explored. For example, we know that the 18-acre parcel will require some sort of access from STH 83 and site development, the cost of which I cannot determine if it is not factored in. Further, the Village is being asked to subsidize the assessments for the water and sewer lines that exist through the property. There are a handful of items like this hanging out there.

The biggest issue for the Village Board is that we are being asked to subsidize the difference between privately developable residential property, which sells for less than \$30,000 an acre, and the price of this parcel, which is over double. Additionally, the taxpayers are being asked to subsidize the risks on all of the infrastructure. And the Village is being asked to put in the money upfront!!! Complicating this matter is Tax Increment Financing laws which prohibit a TID from being more than 35% residential, which means the district would need to be 80 acres larger than the site in question.

Also keep in mind that the Village paid \$28,500 an acre for the adjacent property that has now become an industrial park. We are now being asked to consider taxpayer money flowing to an owner who is asking over \$70,000 an acre for property next door.

**Fiscal Impact (If any):** Ehlers - \$17,000 - \$25,000 upfront. This can be recouped through tax increment financing if project moves forward. \$20,000,000 in principal and interest payments allocated to a new tax increment financing district. \$15,000,000 reduction in borrowing capacity after year 5 when the Bond Anticipation Notes are refinanced into General Obligation Bonds.

**Requested Action by Committee/Board:** Please review the materials, ask questions, and provide guidance to staff on whether or not we should continue vetting this project as a potential Tax Increment Financing District.





# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

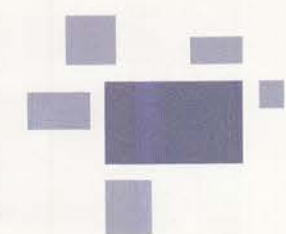
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### Attachments

Ehlers Estimate PDF  
Construction Estimate  
Debt Schedule and Forester Letter re TID Mukwonago PDF  
TID Proforma  
Forester Concept Plan

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PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENG.COM |

PLAN | DESIGN | DELIVER

PROJECT#



####





# Village of Mukwonago, Wisconsin

## Tax Increment District No. ##

Summary of Increment as of 02/02/18

### Assumptions

Base Value =	\$269,027
Creation Date =	XX/XX/2018
Estimated Tax Rate =	\$18.50
Estimated Inflation Rate =	0.25%

### Tax Increment Summary

Improve- ment Year	Tax Value - Jan. 1	Value - Beginning of Year	Value of Development	Inflation Increment	Tax Increment Value	Value - End of Year	Tax Rate (\$1,000)	Tax Increment Collected	Collection Year
						\$269,027			
2017	2018	269,027			-	269,027	18.50	-	2019
2018	2019	269,027		-	-	269,027	18.55	-	2020
2019	2020	269,027		-	-	269,027	18.59	-	2021
2020	2021	269,027		-	-	269,027	18.64	-	2022
2021	2022	269,027		-	-	269,027	18.69	-	2023
2022	2023	269,027	63,100,000	-	63,100,000	63,369,027	18.73	1,182,015	2024
2023	2024	63,369,027		157,750	63,257,750	63,526,777	18.78	1,187,932	2025
2024	2025	63,526,777		158,144	63,415,894	63,684,921	18.83	1,193,880	2026
2025	2026	63,684,921		158,540	63,574,434	63,843,461	18.87	1,199,856	2027
2026	2027	63,843,461		158,936	63,733,370	64,002,397	18.92	1,205,863	2028
2027	2028	64,002,397		159,333	63,892,704	64,161,730	18.97	1,211,900	2029
2028	2029	64,161,730		159,732	64,052,435	64,321,462	19.02	1,217,967	2030
2029	2030	64,321,462		160,131	64,212,566	64,481,593	19.06	1,224,065	2031
2030	2031	64,481,593		160,531	64,373,098	64,642,125	19.11	1,230,193	2032
2031	2032	64,642,125		160,933	64,534,031	64,803,057	19.16	1,236,351	2033
2032	2033	64,803,057		161,335	64,695,366	64,964,392	19.21	1,242,541	2034
2033	2034	64,964,392		161,738	64,857,104	65,126,131	19.25	1,248,761	2035
2034	2035	65,126,131		162,143	65,019,247	65,288,274	19.30	1,255,013	2036
2035	2036	65,288,274		162,548	65,181,795	65,450,822	19.35	1,261,296	2037
2036	2037	65,450,822		162,954	65,344,749	65,613,776	19.40	1,267,610	2038
2037	2038	65,613,776		163,362	65,508,111	65,777,138	19.45	1,273,956	2039
			<u>\$63,100,000</u>	<u>\$2,408,111</u>	<u>\$1,028,752,655</u>	<u>\$1,034,402,216</u>		<u>\$19,639,199</u>	

## Village of Mukwonago, WI

5 year Taxable BAN

interest only also capitlaized.

\$13.1M projects and \$2,820 CAP %

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2019	-	-	-	-	-
12/01/2019	-	-	282,580.00	282,580.00	282,580.00
06/01/2020	-	-	282,580.00	282,580.00	-
12/01/2020	-	-	282,580.00	282,580.00	565,160.00
06/01/2021	-	-	282,580.00	282,580.00	-
12/01/2021	-	-	282,580.00	282,580.00	565,160.00
06/01/2022	-	-	282,580.00	282,580.00	-
12/01/2022	-	-	282,580.00	282,580.00	565,160.00
06/01/2023	-	-	282,580.00	282,580.00	-
12/01/2023	-	-	282,580.00	282,580.00	565,160.00
06/01/2024	15,920,000.00	3.550%	282,580.00	16,202,580.00	-
12/01/2024	-	-	-	-	16,202,580.00
<b>Total</b>	<b>\$15,920,000.00</b>	<b>-</b>	<b>\$2,825,800.00</b>	<b>\$18,745,800.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$79,600.00
Average Life	5.000 Years
Average Coupon	3.5500000%
Net Interest Cost (NIC)	3.5500000%
True Interest Cost (TIC)	3.5500000%
Bond Yield for Arbitrage Purposes	3.5500000%
All Inclusive Cost (AIC)	3.5500000%

### IRS Form 8038

Net Interest Cost	3.5500000%
Weighted Average Maturity	5.000 Years

**Village of Mukwonago, WI**

future takeout of 5 year BAN for  
15 remaining years.

**Debt Service Schedule**

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/01/2024	-	-	-	-	-
12/01/2024	-	-	277,600.00	277,600.00	277,600.00
06/01/2025	835,000.00	3.000%	277,600.00	1,112,600.00	-
12/01/2025	-	-	265,075.00	265,075.00	1,377,675.00
06/01/2026	865,000.00	3.000%	265,075.00	1,130,075.00	-
12/01/2026	-	-	252,100.00	252,100.00	1,382,175.00
06/01/2027	890,000.00	3.000%	252,100.00	1,142,100.00	-
12/01/2027	-	-	238,750.00	238,750.00	1,380,850.00
06/01/2028	915,000.00	3.250%	238,750.00	1,153,750.00	-
12/01/2028	-	-	223,881.25	223,881.25	1,377,631.25
06/01/2029	945,000.00	3.250%	223,881.25	1,168,881.25	-
12/01/2029	-	-	208,525.00	208,525.00	1,377,406.25
06/01/2030	975,000.00	3.500%	208,525.00	1,183,525.00	-
12/01/2030	-	-	191,462.50	191,462.50	1,374,987.50
06/01/2031	1,010,000.00	3.500%	191,462.50	1,201,462.50	-
12/01/2031	-	-	173,787.50	173,787.50	1,375,250.00
06/01/2032	1,045,000.00	3.500%	173,787.50	1,218,787.50	-
12/01/2032	-	-	155,500.00	155,500.00	1,374,287.50
06/01/2033	1,080,000.00	3.500%	155,500.00	1,235,500.00	-
12/01/2033	-	-	136,600.00	136,600.00	1,372,100.00
06/01/2034	1,120,000.00	3.500%	136,600.00	1,256,600.00	-
12/01/2034	-	-	117,000.00	117,000.00	1,373,600.00
06/01/2035	1,160,000.00	3.750%	117,000.00	1,277,000.00	-
12/01/2035	-	-	95,250.00	95,250.00	1,372,250.00
06/01/2036	1,200,000.00	3.750%	95,250.00	1,295,250.00	-
12/01/2036	-	-	72,750.00	72,750.00	1,368,000.00
06/01/2037	1,245,000.00	3.750%	72,750.00	1,317,750.00	-
12/01/2037	-	-	49,406.25	49,406.25	1,367,156.25
06/01/2038	1,295,000.00	3.750%	49,406.25	1,344,406.25	-
12/01/2038	-	-	25,125.00	25,125.00	1,369,531.25
06/01/2039	1,340,000.00	3.750%	25,125.00	1,365,125.00	-
12/01/2039	-	-	-	-	1,365,125.00
<b>Total</b>	<b>\$15,920,000.00</b>	<b>-</b>	<b>\$4,965,625.00</b>	<b>\$20,885,625.00</b>	<b>-</b>

AUG  
3.16%

## Village of Mukwonago, WI

future takeout of 5 year BAN for  
15 remaining years.

## Debt Service Schedule

Part 2 of 2

### Yield Statistics

Bond Year Dollars	\$137,395.00
Average Life	8.630 Years
Average Coupon	3.6141235%
Net Interest Cost (NIC)	3.6141235%
True Interest Cost (TIC)	3.6033440%
Bond Yield for Arbitrage Purposes	3.6033440%
All Inclusive Cost (AIC)	3.6033440%

### IRS Form 8038

Net Interest Cost	3.6141235%
Weighted Average Maturity	8.630 Years

February 14, 2019

To: Village of Mukwonago

RE: +/- 100 Acres adjacent to Hwy 83

**+/- 82 Acres on the East Side of Hwy 83 – Residential**

- 98 proposed private residential lots to be sold as a house/lot package for an appx price of \$350,000 – \$395,000 with a median price of \$372,500
- 2018 Mill Rate of 17.257 @ 100.05% would yield \$6,431.44 in taxes per household X 98 homes = \$630,281.12/year
- Prominent SE Wisconsin developer (to be named) is willing to commit to buy and build 25-30 lots per year with a absorption rate of 3.2 years to 3.92 years
- 96 proposed townhouse style condominiums (16 building pads) to be sold at an appx price of \$250,000 - \$300,000 with a median price of \$275,000
- 2018 Mill rate of 17.257 @ 100.05% would yield \$ 4,748.04 in tax per unit X 96 units = \$455,812.00/year
- Prominent SE Wisconsin Developer (to be named) is willing to commit to buy and build 4 building pads per year for an absorption rate of 4 years

**+/- 18 Acres on the West Side of Hwy 83 - Commercial Mixed Use**

- 3-6 acre site developments
- Some examples of whom we are attracting as users Include a hotel chain, gas/convenience store chain etc.
- Example of current tax rates on these types of development from a neighboring community using their current "Assessed" value
- Hotel: Assessed tax of \$6,567,000 at a Mukwonago Mill rate of 17.257 @ 100.05% would yield \$113,383.00 in tax per year
- Gas/Convenience store: Assessed tax of \$2,573,600 at a Mukwonago Mill rate of 17.257 @ 100.05% would yield \$44,434.82 in tax per year
- Blended Median Development of the above: Project Assessed at \$4,570,000 at a Mukwonago Mill rate of 17.257 @ 100.05% would yield \$78,903.92 in tax per year

- This scenario would just be for three 6 acres site developments which likely would/could be absorbed by a mix of 3 acre sites on up to the 6 acre referenced.

Within the scope of this particular scenario in a 5 year estimated build out and completion of the Appx 82 Acres to the east of Hwy 83 total potential realized tax revenue will exceed \$1,323,353 yearly.

Caveat of the Appx 18 acres to the west side of 83 to be left for a big box development (currently in negotiations with a 200,000 square foot user) or similar that would create an unknown amount of tax revenue but surely would generate 18% of the above stated as 18 acres of the 100 acre development or an additional \$238,203.54 in yearly tax revenue.

Following is a breakdown of the estimated development costs which illustrates the gap needed to be bridged to complete the project:

Land Cost	\$ 7,500,000.00
Special Assessment	\$ 1,200,000.00
Special Assessment	\$ 1,800,000.00
Development Costs, Holding Costs and Developer Fees	\$16,000,000.00
<b>Total Costs</b>	<b>\$26,500,000.00</b>
98 Residential Lots @ \$85,000 each	\$ 8,330,000.00
96 Condo Pads @ \$25,000 each	\$ 2,400,000.00
36 Acres Commercial @ \$75,000 each	\$ 2,700,000.00
<b>Total Sales</b>	<b>\$13,400,000.00</b>
<b>Total Costs</b>	<b>\$26,500,000.00</b>
<b>Total Sales</b>	<b>\$13,400,000.00</b>
<b>TID Amount</b>	<b>\$13,100,000.00</b>



January 14, 2019

John Weidl, Administrator  
Village of Mukwonago, Wisconsin  
440 River Crest Ct  
PO Box 206  
Mukwonago, WI 53149

Re: Written Municipal Advisor Client Disclosure with the Village of Mukwonago ("Client") for Tax Incremental Finance District Creation TID #5 2019 ("Project" Pursuant to MSRB Rule G-42)

Dear John:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



Philip L. Cosson, CIPMA  
Senior Municipal Advisor/Director

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## **Appendix A**

### **Disclosure of Conflicts of Interest/Other Required Information**

#### **Actual/Potential Material Conflicts of Interest**

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### **Other Engagements or Relationships Impairing Ability to Provide Advice**

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### **Affiliated Entities**

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### **Solicitors/Payments Made to Obtain/Retain Client Business**

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### **Payments from Third Parties**

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### **Payments/Fee-splitting Arrangements**

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### **Municipal Advisor Registration**

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

#### **Material Legal or Disciplinary Events**

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

#### **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

#### **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B

### Tax Incremental Financing Services and Developer Proforma Analysis

#### Scope of Service (Tax Incremental Financing Services)

Client has requested that Ehlers assist Client with creation of an overlay Tax Incremental Finance District and developer proforma analysis (“Project”). Ehlers proposes and agrees to provide the following scope of services:

#### Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
  - Equalized Value test.
  - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
  - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - Identification of the type or types of districts that may be created.
  - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
  - A summary of the development assumptions used with respect to timing of construction and projected values.
  - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
  - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
  - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
  - A draft time table for the Project.

- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

## Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

<sup>1</sup>If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</p> <p>Attend hearing to present draft Project Plan.</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan &amp; resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

### Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

### Compensation

In return for the services set forth in the "Scope of Service – Tax Incremental Financing Services" Client agrees to compensate Ehlers as follows:

Phase I	\$ 6,900
Phase II	\$ 8,500
Phase III	\$ 2,100
<b>Total</b>	<b>\$ 17,500</b>

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

### Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges.

The invoice is due and payable upon receipt by the Client.

## Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

<b>Current Wisconsin Department of Revenue Fee Schedules</b>	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

## Appendix B



## Project Pro Forma Analysis and Developer Negotiations

Client has requested that Ehlers undertake a financial analysis of the project *pro forma* for development within its proposed overlay district (“Project”)

### Project Background

Client is now considering a request from the Developer for public assistance. The Developer suggests that without public financing assistance, the Project would not proceed as planned.

As the Client’s independent advisor, Ehlers will conduct the following analyses:

- 1 Review the Project’s anticipated sources/uses of funds and revenues/expenditures to assess financial feasibility, identify the “gap”, if any, and evaluate the need for public assistance, including whether it satisfies the “but for” test;
- 2 Analyze the financing structure and market indicators to confirm cost estimates;
- 3 As appropriate, evaluate alternative scenarios and structures to provide Client with empirical results to determine if, and how, to provide requested assistance.

### Scope of Service – Proforma Analysis

Ehlers proposes and agrees to provide the following scope of services:

- 1 **Review developer’s data and back-up materials.** Ehlers will compile and conduct analysis on the Developer’s proposed work. Prior to beginning our analysis, we will require the following materials from the Developer:
  - a Description of structure of public assistance needed and a narrative for why it is being requested.
  - b A live Excel version of the Developer’s *pro forma* template including property tax projections and anticipated returns.
  - c Backup documentation for:
    - i Construction costs
    - ii Any proposed commercial tenants, rents and pass-throughs
    - iii Any developer financing related to the project and specific terms.
  - d “As is” appraisal for Project Site, Purchase and Sale Agreement, or other backup for the purchase price
  - e Project specs including square footage of all commercial/residential space and gross square footage for the project.
  - f Site plan and conceptual elevations.
  - g A GANTT Chart or proposed timeline for project completion and lease-up, if necessary.

- 2 **Conduct analysis on the project *pro forma*, both with public assistance and without it.** Ehlers will review the developer's projected revenues and expenses associated with the ongoing operation of the completed Project as compared to Ehlers' model and assumptions, as well as local market expertise. Ehlers will prepare other alternate scenarios to provide the Client a reasonable expectation of the developer's projected returns within market ranges, and any associated risks for the Client.
- 3 **Estimate Client revenues from TIF or other sources.** Ehlers will build a cash flow model from the proposed project that may support financing the developer's "gap," if any, and compare to the developer's numbers. Ehlers will examine whether these revenues are appropriate to fill the "gap," if any. Ehlers will review and provide feedback on whether any of the developer's project costs are eligible expenses under state statutes. Finally, Ehlers will identify options for financing any needed Client portion of the project, if necessary.
- 4 **Prepare a summary report for the Client.** The report will summarize the results of our analysis and make recommendations as appropriate to the Client. Ehlers will conduct a conference call with Client's staff to discuss the analysis, potential costs and benefits of the project and review any additional feedback from the Client prior to the final report. Ehlers will be available to make a presentation to the Client Board/Council as appropriate.
- 5 **Participate in Developer Negotiations, as requested by the Client.** As needed, Ehlers will participate with the Client's negotiating team in developer negotiations to create or review term sheets, development or redevelopment agreements, and financing options. If needed, Ehlers staff will provide support to the Client in discussions and developing iterations of a Development Agreement. The final agreement is subject to Client's attorney approval.

Based on the financial analysis outlined above, Ehlers will make recommendations to the Client on possible incentives or assistance to Developer, and the use of "Look Back" provisions in the Development Agreement, so that if the Project is more successful than originally projected when submitting a TIF requested, the Developer returns a portion of the funds to the Client.

If warranted, Ehlers will conduct further analysis, modeling and "what-if" scenarios as part of this engagement. The Ehlers team assigned to the Client is available for questions and encourages as much collaboration as possible.

#### Additional Services (Elective)

Though not a part of this scope of services, should a "Look Back" provision be incorporated into a development or redevelopment agreement, Client may authorize Ehlers, under a separate engagement, to perform a "Look Back" analysis upon Project sale or another milestone. Ehlers will review the Developer's actual costs and return numbers in accordance with the timing and returns outlined in the respective development agreement. Ehlers will inform Client of the results and prepare a summary report for Client, and if authorized by Client, for review by Developer. This scope of services will be billed on an hourly basis, based on prevailing rates at the time of the engagement.

#### Timeline

To complete the agreed upon scope of work, Ehlers estimates that 21-30 days are needed from the time we receive required information from the Developer. This estimate may change depending on various factors, including the complexity of the project, the corresponding TID statutory deadlines, if applicable, and the completeness of data received from the Developer. Ehlers will be transparent throughout the technical and reporting processes and will be available to discuss the findings of the project throughout

the engagement. If the Client determines that the schedule needs to change, Ehlers will use its best efforts to accommodate the timeline.

### Estimated Compensation

For all work performed and services provided under the “Scope of Service – Proforma Analysis” section set forth herein, Ehlers will bill hourly fees at the following rates for personnel assigned to the Project:

Senior Municipal Advisor	\$250-300/hour
Economic Development Advisor	\$250-300/hour
Municipal Advisor	\$225-250/hour
Financial Specialist	\$200-225/hour

We estimate that the total billings for the Project will be in the range of \$6,500 to \$9,500. Changes to the developer’s *pro forma*, introduction of new information, preparation of alternative scenarios and protracted negotiations are all variables that can impact the time needed to achieve the Client’s desired results. If we anticipate that total billings will exceed the upper range of our initial estimate, we will provide a revised estimate and request authorization prior to continuing with the work.

Ehlers will invoice the Client each month for the work completed in the prior month. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

The above Proposal is hereby accepted by Village of Mukwonago, Wisconsin, by its authorized officer:

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Signed

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Title

---

Date

## ESTIMATED CONSTRUCTION COST

Project Name: Sommer Conceptual Site & TID #5 Infrastructure Improvements  
Client Name: Village of Mukwonago

	Description	Unit	Quantity	Unit Price	Total	TID #5 (Build-out less than 600,000 S.F.)	TID #5 (Build-out greater than 600,000 S.F.)	Sommer Parcel Development	Dewey Drive Connection	TID #5 12- Acre Site Development
1	8-inch Sanitary Sewer w/Granular Backfill, Lift Station, Force Main & Appurtenance	L.F.	5,110	\$240.00	\$1,226,400.00			X		
2	8-inch Water Main w/Granular Backfill & Appurtenance	L.F.	6,035	\$170.00	\$1,025,950.00			X		
3	Storm Sewer Infrastructure	L.F.	7,200	\$135.00	\$972,000.00			X		
4	Storm Water Facility	L.S.	1	\$450,000.00	\$450,000.00			X		
5	Collector Street Improvements-Excavation, EBS, Crushed Aggregate Base Course, Asphalt Pavement for 41' Wide Typical Section & Restoration	L.F.	3,120	\$310.00	\$967,200.00			X		
6	Local Street Improvements-Excavation, EBS, Crushed Aggregate Base Course, Asphalt Pavement for 37' Wide Typical Section & Restoration	L.F.	4,680	\$250.00	\$1,170,000.00			X		
7	Traffic Impact Analysis (TIA)	L.S.	1	\$35,000.00	\$35,000.00				X	X
8	STH 83 & Dewey Drive Intersection Improvements per MOU (Price will vary as a result of the TIA)	L.S.	1	\$750,000.00	\$750,000.00				X	
9	STH 83 & Dewey Drive Traffic Signals per MOU (Warrant Dependant)	L.S.	1	\$200,000.00	\$200,000.00		TBD		TBD	
10	STH 83 & IH 43 Southbound Ramp Improvements per MOU	L.S.	1	\$120,000.00	\$120,000.00		X			
11	Arrowhead Drive Median Closure per MOU	L.S.	1	\$90,000.00	\$90,000.00		X			
12	STH 83 & Wolf Run Improvements per MOU	L.S.	1	\$220,000.00	\$220,000.00		X			
13	STH 83 & Boxhorn Drive Improvements per MOU	L.S.	1	\$300,000.00	\$300,000.00		X			
14	STH 83 & Dewey Drive Improvements per MOU	L.S.	1	\$325,000.00	\$325,000.00		X			
15	STH 83 & Boxhorn Drive Traffic Signals per MOU (Warrant Dependant)	L.S.	1	\$200,000.00	\$200,000.00		TDB			TDB
16	STH 83 & East Boxhorn Drive Improvements (Price will vary as a result of the TIA)	L.S.	1	\$1,540,000.00	\$1,540,000.00					X

Sommer's Internal Infrastructure Sub Total	\$5,811,550.00
Contingencies 20%	\$1,162,310.00
<b>Estimated Total Project Cost</b>	<b>\$6,973,860.00</b>

	w/ Signals	w/o Signals
Dewey Drive Connection to STH 83 Sub Total	\$785,000.00	\$985,000.00
Contingencies 20%	\$157,000.00	\$197,000.00
<b>Estimated Total Project Cost</b>	<b>\$942,000.00 to</b>	<b>\$1,182,000.00</b>

Estimated price is dependant upon meeting the warrants for the fully actuated traffic signals. Total estimated cost would be borne onto the development of Sommers.

TID #5 12-Acre Site Development Sub Total	\$0.00	\$1,775,000.00
Contingencies 20%	\$0.00	\$355,000.00
<b>Estimated Total Project Cost</b>	<b>\$0.00 to</b>	<b>\$2,130,000.00</b>

Estimated price is dependant on whether the site connects to the Sommer Development or STH 83 and meeting the warrants for the fully actuated traffic signals.

	w/ Signals	w/o Signals
TID #5 Total Build-out Sub Total	\$1,055,000.00	\$1,455,000.00
Contingencies 20%	\$211,000.00	\$291,000.00
<b>Estimated Total Project Cost</b>	<b>\$1,266,000.00 to</b>	<b>\$1,746,000.00</b>

Estimated price is dependant upon meeting the warrants for the fully actuated traffic signals.

Total estimated cost reflects the improvements agreed upon per MOU for the connection of Boxhorn Drive to STH 83.



## Village of Mukwonago

### AGENDA ITEM REQUEST FORM

Committee/Board:	Village Board
Topic:	Department of Justice National Criminal History Improvement Grant Program
From:	Chief Kevin Schmidt
Department:	Police Department
Presenter:	Lieutenant Chris DeMotto
Date of Committee Action (if required):	
Date of Village Board Action (if required):	March 20, 2019

### Information

**Subject:** Acceptance of the Wisconsin Department of Justice, Division of Law Enforcement Services National Criminal History Improvement Grant Program.

**Background Information/Rationale:** In November of 2018, we applied for the above grant in order to install IDEMIA LiveScan in the department. This is a fingerprint system that electronically capture ten print fingerprints, palm prints and mug shot of suspects arrested. The fingerprints are then electronically sent to the Wisconsin Department of Justice Crime Information Bureau and FBI. Currently we mail the fingerprint cards to the WI DOJ CIB, and then they manually enter them into the state system. This will speed up the process of background checks for criminal violations and identification of the person. We currently average approximately 200 fingerprint submissions for arrests and 60 license or background applicant fingerprint cards per year.

With each arrest, for officer safety purposes, two officers are required when a suspect is being fingerprinted. Live scan should cut the officer's time in the department in half. There is no smearing of fingerprint ink making the officer redo the entire card or individual fingers. Each card is processed and typed by the dispatcher/clerks, who then mail the fingerprint cards to Madison.

**Key Issues for Consideration:** The system we will be purchasing cost \$19,228. This grant will give us \$17,305 toward the purchase. The Village must match \$ 1,923, which we will find in our current budget. The Village match portion will include our IT services. This total price includes all the hardware, computer, monitor, UPS system, printer, keyboard, RMS interface with our ProPhoenix system and training of personal.

We received the paperwork giving us the grant today (03/13/2019). The State is requiring us to sign the paperwork and return a signed packet to them within 30 days.

**Fiscal Impact (If any):** \$ 1,923 which will come out of our current operating budget. Annual costs will include paper for the background checks, as we need to print a copy for the person to take with them. Again, we average 60 of those per year, and we currently charge \$10.00 for two cards, and then \$5.00 per card if they need more. If paper costs rise significantly, we can increase our fingerprinting fee in the future. The only other cost, if we select it, would be a yearly maintenance and support agreement for approximately \$2,400. We are currently not going to take that option as there is free maintenance included in our purchase price for 1 year.



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

Josh Kaul  
Attorney General

Room 114 East, State  
Capitol  
PO Box 7857  
Madison WI 53707-7857  
(608) 266-1221  
TTY 1-800-947-3529

February 25, 2019

Christopher DeMotto, Lieutenant  
Village of Mukwonago Police Department  
627 South Rochester Street  
Mukwonago, WI 53149-1619

Re: Tenprint/Palmprint IDEMIA LiveScan  
DOJ Grant Number: 2018-NC-01-14950

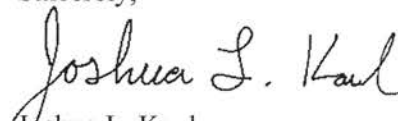
Dear Lt. DeMotto:

The Wisconsin Department of Justice, Division of Law Enforcement Services has approved a grant award to the Village of Mukwonago in the amount of \$19,228. These funds are from DOJ's National Criminal History Improvement Grant Program available through the US Department of Justice. This grant supports the Village of Mukwonago's Tenprint/Palmprint IDEMIA LiveScan.

To accept this award, please have the authorized official sign the *Signatory Page, Certified Assurances and Lobbying and Debarment Forms* in addition to initialing the bottom right corner of Attachment A. The project director should sign the acknowledgement notice. One of the two award packets enclosed should be returned to DOJ within 30 days. The other should be maintained for your records. Funds cannot be released until all signed documents are received.

As project director, you will be responsible for all reporting requirements outlined in the grant award and seeing that funds are administered according to the approved application materials and certifications. Please refer to the FAQ sheet enclosed for contact information and grant guidelines. We look forward to a collaborative working relationship with you.

Sincerely,

  
Joshua L. Kaul  
Attorney General

JLK:JLA:alm

Enclosures



STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

Josh Kaul  
Attorney General

Room 114 East, State Capitol  
PO Box 7857  
Madison WI 53707-7857  
(608) 266-1221  
TTY 1-800-947-3529

NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM  
Tenprint/Palmprint IDEMIA LiveScan  
2018-NC-01-14950

The Wisconsin Department of Justice (DOJ), hereby awards to **Village of Mukwonago**, (hereinafter referred to as the **Grantee**), the amount of **\$19,228** for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until **6/30/2019** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

*This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice.*

BY:

JOSHUA L. KAUL  
Attorney General  
Wisconsin Department of Justice

02/25/19

Date

The (Grantee), **Village of Mukwonago**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

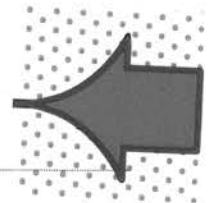
GRANTEE: **Village of Mukwonago**

BY:

NAME: **Fred H Winchowky**

TITLE: **Village President**

Date



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**WISCONSIN DEPARTMENT OF JUSTICE**  
**ATTACHMENT A**

Grantee: Village of Mukwonago

Project Title: Tenprint/Palmprint IDEMIA LiveScan

CFDA #16.738

Grant Period: From 3/1/2019

To 6/30/2019

Grant Number: 2018-NC-01-14950

Program Area: 01

**APPROVED BUDGET**

*See your Egrants Application for details*

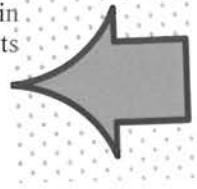
	<b><u>Federal &amp; Match</u></b>
Personnel	
Employee Benefits	
Travel (Including Training)	
Equipment	
Supplies & Operating Expenses	
Consultants	\$19,228
Other	
<b>FEDERAL TOTAL</b>	<b>\$17,305</b>
<b>MATCH TOTAL</b>	<b>\$1,923</b>
<b>TOTAL APPROVED BUDGET</b>	<b>\$19,228</b>

**Award General Conditions:**

1. Award funds will be used to supplement, not supplant, planned or allocated funds.
2. To be allowable under a grant program, all funds (federal and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 60 days of the grant period ending date.
3. Budget changes in excess of 10% of the approved line item amount and **any** increases for personnel compensation not included in the approved budget require approval from DOJ. **All changes to the contractual category require prior DOJ approval.**
4. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
5. Grant funds will be paid to the grantee on a reimbursement basis.
6. Any changes in personnel involved with the grant including the project director, financial officer and/or signatory needs to be reported in a modification to DOJ via Egrants.
7. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day, unless prior approval is received from DOJ.
8. All income generated as a direct result of an agency funded project shall be deemed program income. Program income must be used for the purpose and under the conditions applicable to the award. Program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. All program income must be reported to DOJ.
9. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
10. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
11. The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice such as background check fees, etc.



12. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
13. Please be advised that a hold may be placed on any application or grant payment if it is deemed that an agency is not in good standing on other Wisconsin Department of Justice (DOJ) grants, has other grants compliance issues that would make the applicant agency ineligible to receive DOJ funding, and/or is not cooperating with an ongoing DOJ grant review or audit.
14. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.



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**NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM  
ACKNOWLEDGEMENT NOTICE**

Grantee: Village of Mukwonago Date March 2019  
Grant No. 2018-NC-01-14950  
Project Title: Tenprint/Palmprint IDEMIA LiveScan

The following reporting requirements apply to your grant award.

- ☐ **QUARTERLY PERFORMANCE MEASURE REPORTS** must be submitted on a scheduled basis and **must be completed in the federal web-based Performance Measurement Tool (PMT)**. Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

- ☒ **PROGRESS REPORTS** must be submitted on a scheduled basis and **should be completed in Egrants**. Narrative reports on the status of your project are due to DOJ on:

04/12/19

07/12/19 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

- ☒ **FINANCIAL REPORTS** serve two functions: to report fiscal status and to request funds. The Financial Report (G2) form can be found on the DOJ website: <http://www.doj.state.wi.us/>, scroll to the bottom of the website, under Resources, (in blue) and click on Grants. **Please attach copies of all invoices to G-2 report for all equipment purchases.**

04/12/19

07/12/19 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

- ☒ **OTHER:** Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed

**ACKNOWLEDGEMENT**

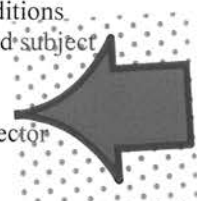
The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

3/13/19

Date

Christopher DeMotto  
Christopher DeMotto

, Project Director



HERE

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE  
WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

**3. FEDERAL TAXES**

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

**4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
  - (2) The Applicant's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:  
 For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
 For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.
- Notice shall include the identification number(s) of each affected award;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

##### 5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Village of Mukwonago Police Department, 627 South Rochester Street, Mukwonago, Wisconsin, 53149-1619

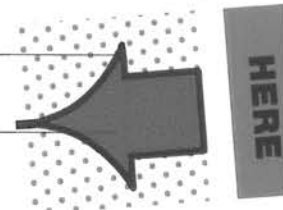
Grantee Name and Address

Tenprint/Palmprint IDEMIA LiveScan

Project Name

Fred Winchowky, Village President  
 Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

Date



## **CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204. (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection). (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands). (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application. (8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application-- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance. (9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement



by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11). I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

## **FEDERAL AWARD CONDITIONS**

### **1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

15. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

16. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

23. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

26. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

27. Recipient agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.
28. Recipient is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendation of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain-- (a) a definition and analysis of integration in the State and localities developing integrated information sharing systems; (b) an assessment of the criminal justice resources being devoted to information technology; (c) State and local resource needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.
29. This NCHIP/NARIP related project is to be funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal history records improvements within the states. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:
- a. Determining the types of criminal history record information that will be useful to Federal, state, and local agencies.
  - b. Identifying Federal information reporting standards and guidelines and making them available to the recipient or providing access to them.
  - c. Providing technical assistance to the recipient to enhance state criminal history records, identify convicted felons, and improve the quality and timeliness of criminal history information.
  - d. Informing the recipient of the status of Federal program requirements, specifications, and funding levels.
  - e. Requesting and obtaining statistical data as needed to monitor and assess performance with respect to criminal records improvement goals.
30. Recipient agrees that activities supported under this award will be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks, as appropriate.
31. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.
32. Recipient agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
33. Recipient has or intends to establish a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

34. Recipient agrees that activities funded under this award will be closely coordinated with related activities supported with OJP, State, local, or tribal funds.
35. Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
36. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
  - 1) name of event;
  - 2) event dates;
  - 3) location of event;
  - 4) number of federal attendees;
  - 5) number of non-federal attendees;
  - 6) costs of event space, including rooms for break-out sessions;
  - 7) costs of audio visual services;
  - 8) other equipment costs (e.g., computer fees, telephone fees);
  - 9) costs of printing and distribution;
  - 10) costs of meals provided during the event;
  - 11) costs of refreshments provided during the event;
  - 12) costs of event planner;
  - 13) costs of event facilitators; and
  - 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

40. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

41. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

CERTIFICATION

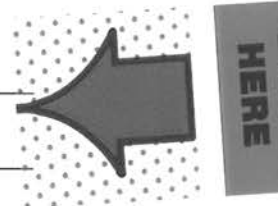
Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.

\_\_\_\_\_  
Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

\_\_\_\_\_  
Fred H Winchowky, Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number





STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE

Josh Kaul  
Attorney General

Room 114 East, State Capitol  
PO Box 7857  
Madison WI 53707-7857  
(608) 266-1221  
TTY 1-800-947-3529

NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM  
Tenprint/Palmprint IDEMIA LiveScan  
2018-NC-01-14950

The Wisconsin Department of Justice (DOJ), hereby awards to **Village of Mukwonago**, (hereinafter referred to as the **Grantee**), the amount of **\$19,228** for programs or projects pursuant to the federal Omnibus Safe Streets and Crime Control Act of 1968, as amended.

This grant may be used until **6/30/2019** for the programs consistent with the budget and general conditions in Attachment A, subject to any limitations or conditions set forth in Attachments B and/or C, if included.

The Grantee shall administer the programs or projects for which this grant is awarded in accordance with the applicable rules, regulations, and conditions of the Wisconsin Department of Justice. The submitted application is hereby incorporated as reference into this award.

*This grant shall become effective, and funds may be obligated (unless otherwise specified in Attachments A and/or B) when the Grantee signs and returns one copy of this grant award to the Wisconsin Department of Justice.*

BY:

JOSHUA L. KAUL  
Attorney General

Wisconsin Department of Justice

02/25/19

Date

The (Grantee), **Village of Mukwonago**, hereby signifies its acceptance of the above-described grant on the terms and conditions set forth above or incorporated by reference therein.

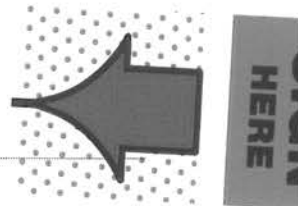
GRANTEE: **Village of Mukwonago**

BY:

NAME: **Fred H Winchowky**

TITLE: **Village President**

Date



**WISCONSIN DEPARTMENT OF JUSTICE**  
**ATTACHMENT A**

Grantee: **Village of Mukwonago**

Project Title: **Tenprint/Palmprint IDEMIA LiveScan**

CFDA #16.738

Grant Period: From **3/1/2019**

To **6/30/2019**

Grant Number: **2018-NC-01-14950**

Program Area: **01**

**APPROVED BUDGET**

*See your Egrants Application for details*

	<b>Federal &amp; Match</b>
Personnel	
Employee Benefits	
Travel (Including Training)	
Equipment	
Supplies & Operating Expenses	
Consultants	\$19,228
Other	
<b>FEDERAL TOTAL</b>	<b>\$17,305</b>
<b>MATCH TOTAL</b>	<b>\$1,923</b>
<b>TOTAL APPROVED BUDGET</b>	<b>\$19,228</b>

**Award General Conditions:**

1. Award funds will be used to supplement, not supplant, planned or allocated funds.
2. To be allowable under a grant program, all funds (federal and cash match) must be obligated (purchase order issued) or paid for services provided during the grant period. If obligated by the end of the grant period, payment must be made within 60 days of the grant period ending date.
3. Budget changes in excess of 10% of the approved line item amount and **any** increases for personnel compensation not included in the approved budget require approval from DOJ. **All changes to the contractual category require prior DOJ approval.**
4. Subgrantees acknowledge that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR 42.302) that is approved by the Federal Office of Civil Rights, is a violation of its Certified Assurances and may result in the suspension of the grant.
5. Grant funds will be paid to the grantee on a reimbursement basis.
6. Any changes in personnel involved with the grant including the project director, financial officer and/or signatory needs to be reported in a modification to DOJ via Egrants.
7. Fees for independent consultants may not exceed the federal rate of \$650 per eight-hour day, unless prior approval is received from DOJ.
8. All income generated as a direct result of an agency funded project shall be deemed program income. Program income must be used for the purpose and under the conditions applicable to the award. Program income should be used as earned and expended as soon as possible. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. All program income must be reported to DOJ.
9. Reimbursement for travel (i.e. mileage, meals, and lodging) is limited to state rates.
10. Recipient fully understands that DOJ has the right to suspend or terminate grant funds to any recipient that fails to conform to the requirements (special/general conditions and general operating policies) or that fails to comply with the terms and conditions of its grant award.
11. The Wisconsin Department of Justice reserves the right to withhold grant payments if the grant recipient is delinquent paying any obligation to the Department of Justice such as background check fees, etc.



12. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.
13. Please be advised that a hold may be placed on any application or grant payment if it is deemed that an agency is not in good standing on other Wisconsin Department of Justice (DOJ) grants, has other grants compliance issues that would make the applicant agency ineligible to receive DOJ funding, and/or is not cooperating with an ongoing DOJ grant review or audit.
14. A hold may also be placed on any application or grant payment if it is deemed that an agency is not in compliance with federal civil rights laws and/or is not cooperating with an ongoing federal civil rights investigation.



**NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM  
ACKNOWLEDGEMENT NOTICE**

Grantee: Village of Mukwonago Date: March 2019  
Grant No. 2018-NC-01-14950  
Project Title: Tenprint/Palmprint IDEMIA LiveScan

The following reporting requirements apply to your grant award.

- ☐ **QUARTERLY PERFORMANCE MEASURE REPORTS** must be submitted on a scheduled basis and **must be completed in the federal web-based Performance Measurement Tool (PMT)**. Additional information on this system and instructions will be provided by DOJ. Performance Measure reports on the status of your project are due in the PMT on:

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

- ☒ **PROGRESS REPORTS** must be submitted on a scheduled basis and **should be completed in Egrants**. Narrative reports on the status of your project are due to DOJ on:

04/12/19

07/12/19 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

- ☒ **FINANCIAL REPORTS** serve two functions: to report fiscal status and to request funds. The Financial Report (G2) form can be found on the DOJ website: <http://www.doj.state.wi.us/>, scroll to the bottom of the website, under Resources, (in blue) and click on Grants. **Please attach copies of all invoices to G-2 report for all equipment purchases.**

04/12/19

07/12/19 FINAL

NOTE: Reports due 04/12 includes January, February and March program activity.  
Reports due 07/12 includes April, May and June program activity.  
Reports due 10/12 includes July, August and September program activity.  
Reports due 01/12 includes October, November and December program activity.

- ☒ **OTHER:** Complete and return Certified Assurances and Lobbying/Debarment Forms, enclosed

**ACKNOWLEDGEMENT**

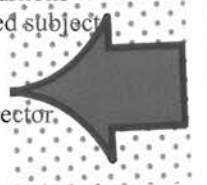
The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions, as well as receipt of the General Conditions which were previously provided in the Instructions for Filing and Application. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

03/13/19

Date

Christopher DeMotto  
Christopher DeMotto

, Project Director



HERE

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE  
WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)), unless such disclosure has already been made.

**3. FEDERAL TAXES**

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at [Ojpcompliancereporting@usdoj.gov](mailto:Ojpcompliancereporting@usdoj.gov); for OVW Applicants, to OVW at [OVW.GFMD@usdoj.gov](mailto:OVW.GFMD@usdoj.gov); or for COPS Applicants, to COPS at [AskCOPSRC@usdoj.gov](mailto:AskCOPSRC@usdoj.gov)).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

**4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
  - (2) The Applicant's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
- (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:  
For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;  
For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.  
Notice shall include the identification number(s) of each affected award;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

#### 5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Village of Mukwonago Police Department, 627 South Rochester Street, Mukwonago, Wisconsin, 53149-1619

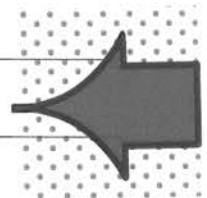
Grantee Name and Address

Tenprint/Palmprint IDEMIA LiveScan

Project Name

Fred Winchowky, Village President  
Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

Date



HERE

## **CERTIFIED STANDARD ASSURANCES**

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204. (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection). (6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands). (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application. (8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application-- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance. (9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement



by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11). I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

## **FEDERAL AWARD CONDITIONS**

### **1. Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

### **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

9. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



13. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

15. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

16. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "highrisk" for purposes of the DOJ high-risk grantee list.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

20. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

23. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

24. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

25. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

26. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

27. Recipient agrees that AFIS (Automated Fingerprint Identification System) equipment purchased under this award will conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and other reporting standards of the FBI.
28. Recipient is or will be following a comprehensive strategy for information sharing systems to improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole. Further, the strategy must be developed in consultation with State and local officials with emphasis on the recommendation of officials whose duty it is to oversee, plan, and implement integrated information technology systems, and contain-- (a) a definition and analysis of integration in the State and localities developing integrated information sharing systems; (b) an assessment of the criminal justice resources being devoted to information technology; (c) State and local resource needs; (d) Federal, State, regional, and local information technology coordination requirements; and (e) statewide priorities for planning and implementation of information technology systems.
29. This NCHIP/NARIP related project is to be funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to criminal history records improvements within the states. BJS will exercise general approval over the entire project. In addition, the substantial involvement of BJS will include, but not be limited to:
- a. Determining the types of criminal history record information that will be useful to Federal, state, and local agencies.
  - b. Identifying Federal information reporting standards and guidelines and making them available to the recipient or providing access to them.
  - c. Providing technical assistance to the recipient to enhance state criminal history records, identify convicted felons, and improve the quality and timeliness of criminal history information.
  - d. Informing the recipient of the status of Federal program requirements, specifications, and funding levels.
  - e. Requesting and obtaining statistical data as needed to monitor and assess performance with respect to criminal records improvement goals.
30. Recipient agrees that activities supported under this award will be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks, as appropriate.
31. In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating state. It is expected that the evaluation will have a minimal impact on state program personnel and resources.
32. Recipient agrees that criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds will be compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
33. Recipient has or intends to establish a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

34. Recipient agrees that activities funded under this award will be closely coordinated with related activities supported with OJP, State, local, or tribal funds.
35. Protective order systems developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.
36. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
  - 1) name of event;
  - 2) event dates;
  - 3) location of event;
  - 4) number of federal attendees;
  - 5) number of non-federal attendees;
  - 6) costs of event space, including rooms for break-out sessions;
  - 7) costs of audio visual services;
  - 8) other equipment costs (e.g., computer fees, telephone fees);
  - 9) costs of printing and distribution;
  - 10) costs of meals provided during the event;
  - 11) costs of refreshments provided during the event;
  - 12) costs of event planner;
  - 13) costs of event facilitators; and
  - 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



37. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

40. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

41. The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

CERTIFICATION

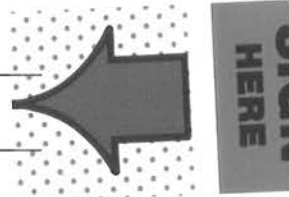
Lead Agency's Chief Executive: I certify that applicant will comply with the above-certified assurances.

\_\_\_\_\_  
Signature of Chief Executive (Co. Board Chair, Co. Executive, Mayor)

\_\_\_\_\_  
Fred H Winchowky, Village President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number





## Village of Mukwonago

### AGENDA ITEM REQUEST FORM

Committee/Board:	Protective Services
Topic:	SEIMT Member
From:	Jeff Stien, Fire Chief
Department:	Fire Department
Presenter:	Jeff Stien
Date of Committee Action (if required):	03-18-19
Date of Village Board Action (if required):	03-20-19

### Information

**Subject:**

Southeastern Incident Management Team

**Background Information/Rationale:**

SEIMT is a team that responds anywhere in SE WI and outside if requested. Membership includes retired public safety, current Police and Fire Chiefs, Emergency Management Staff. We have our own trainings, participate in and are requested on larger MABAS incidents to support Command functions. I was approved as a member 07-23-18 and looking to get support and approval that if I am deployed that I will be covered by the municipalities. SEIMT is completely a volunteer organization. SEIMT is part of our MABAS requests.

**Key Issues for Consideration:**

Minimal financial impact due to possible deployment, possible injury that could be sustained at a deployment.

**Fiscal Impact (If any):**

Meals, lodging can use my training and education funds if needed

**Requested Action by Committee/Board:**

Recommendation to support my role as a member of the SEIMT

### Attachments

- SEIMT Handbook



**Southeast Wisconsin  
Incident Management  
Team**

**Member Handbook**  
2012



## **PREFACE**

Our Nation and the southeast Wisconsin region face a wide range of threats and hazards, including acts of terrorism, cyber-attacks, pandemics, and catastrophic natural disasters. Communities can address the risks these threats and hazards pose by working together using a systematic approach that builds on proven preparedness activities and response systems.

The Southeast Wisconsin Incident Management Team (SEW IMT) is designed to assist local entities in the management of Type 4 or 3 incidents as well as exercising and planning for major events. The team will remain flexible, scalable and fluid in meeting the needs of local requesting agencies; be they single resources or the entire team. The SEW IMT membership is multidisciplinary and multijurisdictional in its makeup and will pull from a pool of trained team members during disasters, events or exercises. The Team's mission during these activities will be based upon the local community requesting assistance and their needs.

Minimum standards for credentialing and qualification of team members will be maintained. The SEW IMT will maintain compliance with the National Incident Management System (NIMS) and the National Preparedness System (NPS).

The National Incident Management System (NIMS), of which the Incident Command System (ICS) is a part, provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

The National Preparedness System (NPS) enables the Nation to meet the National Preparedness Goal as described in Presidential Policy Directive 8 (PPD-8), which describes the Nation's approach to national preparedness.

## **PURPOSE**

The Southeast Wisconsin Incident Management Team (SEW IMT) is a functional, multi-disciplinary and multi-jurisdictional unit assembled for the purpose of completing and/or enhancing the incident command system at the local, regional or tribal response level. The team can also be used for large-scale events that require pre-planning.

The SEW IMT exemplifies the five National Response Framework (NRF) Response Doctrine Principles:

- Engaged Partnerships
- Tiered response
- Scalable, flexible, and adaptable operational capabilities
- Unity of effort through unified command
- Readiness to act

The SEW IMT follows and supports increasing individual preparedness by engaging with members of the community as vital partners in enhancing the resiliency and security of our Nation through a Whole Community approach as described in FDOC 104-008-1 / December 2011.

## **BACKGROUND**

This handbook serves as guidance for team members. The team is made up of volunteers from multiple disciplines (e.g. fire, police, and public health) with members from multiple jurisdictions.

The procedures outlined in this handbook are designed to be applied to incidents that fall between FEMA incident Type IV and III designations. With that in mind, the positions most likely to be requested and used at those types of incidents are included in this handbook.

## **MISSION STATEMENT**

Southeast Wisconsin Incident Management Team (SEW IMT) assists local jurisdictions with the management of an incident, exercise or a preplanned event to achieve an efficient, safe and effective response. The SEW IMT provides personnel from across the public safety spectrum that are qualified, trained, organized, equipped, and prepared to support any hazards facing a local agency. This support can be in an advisory/assistant role or as member of the Incident Command Structure or Emergency Operations Center (EOC). The team remains flexible, scalable and fluid in meeting the needs of local requesting agencies; be they single resources or the entire team. The team uses the Incident Command System, in accordance with the National Incident Management System (NIMS) and the National Preparedness System (NPS).

## **NON-DISCRIMINATION STATEMENT**

SEW IMT respects the diversity of the communities we serve. We are committed to fostering an inclusive environment where individual differences are respected for the strength they lend to our team. All members of the SEW IMT shall be treated and shall treat others with dignity and respect. Qualified volunteer applicants are considered for all positions and are not discriminated against with regard to race, color, national origin, citizenship status, creed, religion, religious affiliation, age, sex, marital status, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law.

## **ETHICS STATEMENT**

The SEW IMT adheres to the highest standards of conduct, honesty and ethics. Violation of this Code of Ethics can result in disciplinary action, up to and including dismissal from the team.

### **Code of Ethics**

*The SEW IMT conducts its business honestly and ethically. We constantly seek to improve the quality of our services and operations and create a reputation for honesty, humility, respect, responsibility, integrity, trust and the use of sound judgment. Illegal or unethical conduct will not be tolerated on the part of Board or Team Members. We, the SEW IMT, will not compromise our principles for short-term advantage.*

*Proprietary, confidential and sensitive information we observe regarding any entity we assist shall be treated with sensitivity and discretion and only be disseminated on a need-to-know basis. Members report all information in their charge accurately and honestly and will avoid exaggerating or disparaging comparisons of the services and competence of entities we assist. We agree to disclose unethical, dishonest, fraudulent and illegal behavior immediately to the responsible jurisdiction or authority.*

### **PRIVACY AND CONFIDENTIALITY STATEMENT**

SEW IMT is committed to ensuring that sensitive and personal data is kept confidential and secure. Personal data may be collected through several sources: a) volunteer application b) Board of Directors roster c) training registrations and/or d) voluntary provision for purposes of updates or follow-up. In addition, sensitive or personal data may be collected during an exercise, special event or incident response. In all circumstances, the SEW IMT will follow these best practices to ensure the security of data:

- *Restricted Access:* A limited number of personnel/volunteers have access to confidential information; all exchanges of data are on a need to know basis.
- *Locked Records:* Paper copies of records containing personal information are locked in a secure storage area.
- *Secure Data Storage:* All data stored electronically is secured by password and access is restricted on a need to know basis.
- *Agreement of Confidentiality:* All SEW IMT Team Members and Directors are required to sign an agreement to maintain confidentiality of information, including personal data during and after their service.

All persons affiliated with SEW IMT are prohibited from viewing, attaining or utilizing sensitive information without cause and explicit permission, granted through clearly defined job responsibilities, their supervisor or the Team Leader. Inappropriate or illegal utilization of personal data may result in disciplinary action up to and including dismissal and/or criminal prosecution.

# **Southeast Wisconsin Incident Management Team**

## **Team Operations**

## **GOVERNING BOARD**

The SEW IMT is guided by operational procedures as determined by the Governing Board and set forth in this handbook and annexes. The Board shall be responsible for guiding the overall policy, strategic governance and function of the SEW IMT in accordance with the tenets of the National Incident Management System (NIMS), State of Wisconsin regulation and the mission and principles of the SEW IMT. The Board shall oversee the work of the Team Leader and provide leadership to all IMT staff as needed.

## **HOST AGENCY**

SEW IMT is hosted by the City of Milwaukee Fire Department.

## **TEAM LEADERSHIP**

SEW IMT maintains the following leadership positions: Team Leader, Assistant Team Leader, Team Coordinator. In addition, the Team Leader may appoint additional support positions as necessary.

### **TEAM LEADER**

SEW IMT has a Team Leader and three Assistant Team Leaders. The Team Leader is the designated head of the SEW IMT during day to day operations and during routine training under the guidance of the Governing Board. When preparing for or deployed under any level of activation, the Team Leader and Assistant Team Leaders assume leadership roles and make team assignments.

When deployed in support of an exercise or event, one Team Leader or Assistant Team Leader will be designated to serve as the local agency or local IC/UC point of contact (liaison) and will assist them as needed. This designated Team Leader for the deployment directs and controls the team members and maintains communications with all other SEW IMT members as necessary and will wear the liaison vest.

The SEW IMT Team Leader shall:

- Meet with the agency point of contact and have them sign the team request form.
- Ensure expectations are clearly defined for both the team and the agency.
- Determine assets of the SEW IMT that are needed and request them.
- Develop and implement an integration plan for the IC/UC and the SEW IMT.
- Hold a briefing and strategy meeting with the SEW IMT.
- Review the SEW IMT role and mission.
- Review the incident objectives, position assignments, and work areas.
- Review any safety issues.
- Review the communication issues/plan.
- Establish operational periods.
- Establish meeting schedules.
- Clarify any concerns/resolve any issues.
- Shall determine member fitness for duty in any assignment.
- Collect after-action notes and build a corrective action plan.

### **TEAM COORDINATOR**

The Team Coordinator is responsible for all administrative functions of the team including all record keeping and scheduling. The Team Coordinator may or may not be a member of the SEW IMT as designated by the Governing Board. This position can be filled by a primary person and as many assistants as needed. The Team Coordinator shall be responsible for:

- Tracking requests for and deployment of their SEW IMT.
- Establishing SEW IMT on-call rosters for the Team Duty Officer and Advanced Team.

- Maintaining training and qualification records for all SEW IMT members.
- Recording all injuries, damage or loss of SEW IMT personnel and equipment.
- Other clerical duties as prescribed by the Team Leader.

## **TEAM DISPATCH AUTHORITY**

The Team Dispatch Authority may be a MABAS dispatch center, Milwaukee County EM Duty Officer, any other County Emergency Manager or other authority who requests the activation of the SEW IMT. For more information regarding activation of the SEW IMT, see the *Activation* section.

## **QUALIFICATION OF SEW IMT MEMBERS**

SEW IMT expects all prospective team members to meet high standards of professional competency. Whether prospective SEW IMT members are considered qualified depends on their level of training, operational experience, job shadowing, and administrative requirements such as agency association and criminal background check.

The Governing Board is responsible for establishing the performance requirements for specific team positions. These tasks should be measurable activities that demonstrate proficiency associated with requisite competencies and behaviors. Successful performance of all tasks during exercises, job shadowing, and/or operations observed and recorded by an evaluator / assessor will result in a recommendation to the certifying agency that the applicant is qualified.

## **NUMBER OF TEAM MEMBERS**

Overall, the SEW IMT maintains a roster of approximately 45 members. There are 16 SEW IMT positions to be filled in a Level I activation. Each position should have three qualified volunteers able to fill that position. The SEW IMT Governing Board determines the total desired number of members, number of members qualified for each SEW IMT position, and whether members shall be cross-trained for multiple positions or if other specific positions should be added (i.e.: Incident Command Dispatcher) to the SEW IMT.

## **APPLICATION AND SELECTION TO THE SEW IMT**

Prospective members to the SEW IMT are required to complete an application, detailing their training and field experience. Applications are reviewed by the Team Leader(s) and qualified applicants are conditionally invited to participate in future IMT training activities at which they will be evaluated by the Team Leader(s). The Team Leader(s) are responsible for evaluating prospective members and determining if the applicant can successfully fill any open positions within the team. Considerations for prospective members include:

- Length, depth and scope of ICS experience
- Personal motivation
- Formal ICS and SEW IMT Training
- Ability to participate based on employer requirements (possibly up to 72 hours per response)
- Approval by their home agency for participation

Prospective members must have the support of their local agency for training, deployment, and after-action activities. The head of the applicant's home agency must approve the application before the member can be considered for membership in the SEW IMT.



## MINIMUM TRAINING OF ALL SEW IMT MEMBERS

All SEW IMT members are required to complete the following training prior to application or within one year of acceptance to the team:

- ICS-100, ICS-200, and IS-700, on-line or field delivery. (Previous ICS training equivalent to ICS-100 or ICS-200 will be accepted) An ICS equivalency chart is available at <http://emergencymanagement.wi.gov/docview.asp?docid=7146&locid=18>
- ICS-300 Intermediate ICS for Expanding Incidents.
- ICS-400 Advanced ICS
- Command & General Staff Functions in the Incident Command System or equivalent, including the NWCG course S-420 Command and General Staff and the Complex Incident Management Course (CIMC)<sup>1</sup>
- G-191 ICS/EOC Operations

### *Additional Position Specific Training:*

For some members, additional position specific training may be required prior to serving in the field; examples include:

- IS-702 NIMS Public Information System is required for Public Information Officer positions. <http://www.training.fema.gov/EMIWeb/IS/is702.asp>
- G-290a Basic PIO and G-290b Advanced PIO
- IS-703 Resource Management or followed by G276 Resource Management
- IS-701 Multi-Agency Coordination (MAC)
- G-775 EOC Management and Operations

## CONTINUING TRAINING

The SEW IMT governing board sets the requirements for continuing team member training on an annual or semi-annual basis. For certain positions within the team, additional training and field experience may be required prior to serving as a fully qualified team member. The Team Leader(s) advise the Governing Board on development of team members and necessary training.

## MAINTAINING ACTIVE MEMBERSHIP

SEW IMT members are expected to remain active within the team through attendance at team meetings, training, exercises, incident responses and participation in community events/special events. All team members are expected to participate in a minimum of 50% of team activities in a calendar year. Any team members with concerns related to their status on the team should contact their Team Leader. Failure to remain active may result in suspension or dismissal from the team.

## TEAM FUNCTIONS

The SEW IMT supports the local Incident Command, Unified Command or Emergency Operations Center in the implementation of the Incident Command System and specifically in the development, implementation, and evaluation of the Incident Action Plan (IAP). The SEW IMT may also manage the staging area, volunteers, logistical concerns, ensure accountability for personnel and equipment and provide financial documentation in the Finance/Admin Section or meet any other identified needs of the requesting jurisdiction, as deemed appropriate by the Advance Team. The team may also assist in facilitating EOC operations as requested by the local jurisdiction.

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<sup>1</sup> Unless waived by the Governing Board, as in the case of COM-L/COM-T



The SEW IMT may be utilized at or assist in:

- Incidents that overwhelm the ability of the authority having jurisdiction to adequately provide incident management due to the size, scope or complexity of an incident/event.
- Incidents that meet the definition of a Type 4 incident as defined in the National Incident Management System (NIMS) or incidents that may transition to a Type 3 incident.
- Incidents that pose unique tactical, strategic and/or incident management requirements.
- Incidents involving terrorism or the criminal use of hazardous materials that may require technical specialists or subject matter experts.
- Incidents that involve the use of specialized teams such as collapsed structure, trench rescue, SWAT or bomb teams.
- Prolonged incidents or pre-planned events (multiple operational periods).
- Planning and facilitating tabletop, functional and full-scale exercises.
- Special events that may require the coordination of multiple agencies and organizations, or pose unique or significant response challenges.

## **DELEGATION OF AUTHORITY**

Overall command of any incident always remains with the authority having jurisdiction. The Southeast Wisconsin Incident Management Team (SEW IMT) provides support, assistance, consultation and process facilitation to the Incident Commander, Unified Command or EOC.

## **SEW IMT – ADVANCE – DUTY OFFICER**

The position of Team Duty Officer is filled on a rotating basis by the Team Leaders and serves as the 24/7 point of contact for the SEW IMT. For an emergency deployment, he/she will notify the Advance Team which includes the Team Leader and Assistant Team Leaders, who will immediately respond to the scene (if available) and perform an assessment to determine the appropriate team response. The Advanced Team must be flexible in meeting the needs of the local event or incident and specifically determine what job, function or task the team is initially being asked to perform while understanding that mission creep may occur as the event unfolds. The SEW IMT Governing Board will establish Duty Officer Schedules and set rotations.

## **SEW IMT – EXPANSION**

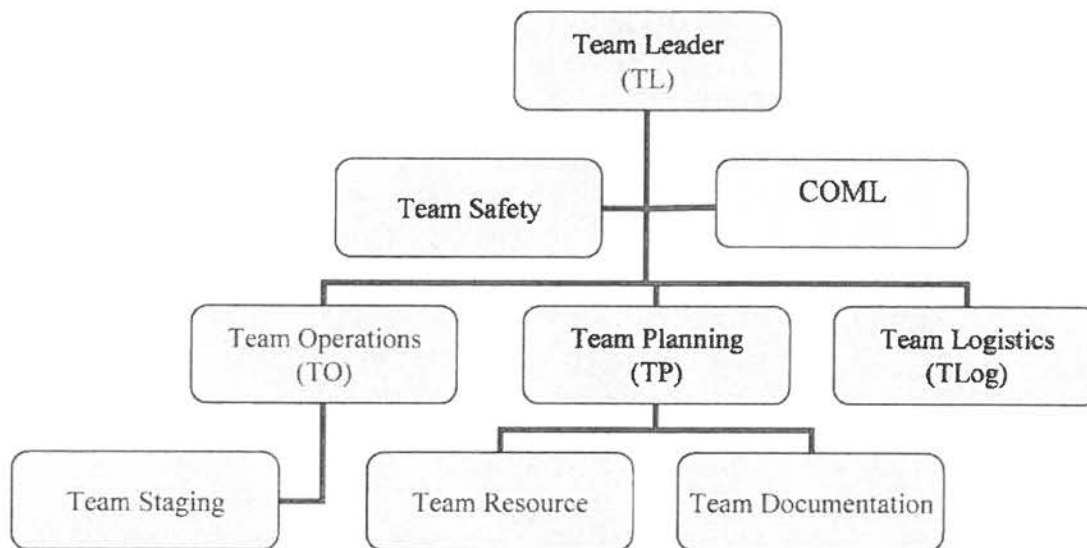
The Advance Team's assessment will identify critical position/functions the SEW IMT can perform to enhance/assist the local Incident Command Structure or facilitate the Emergency Operations Center. SEW IMT members can be deployed as single resources, small, medium or large groups as needed by the local community.

The goal of the SEW IMT is to bring the necessary incident management personnel to assist the local Incident Commander or Emergency Operations Center in safely managing an incident, exercise or pre-planned event. SEW IMT activation level is determined by the Advanced Team; SEW IMT may be activated as single resources, in increments or by the following response levels:

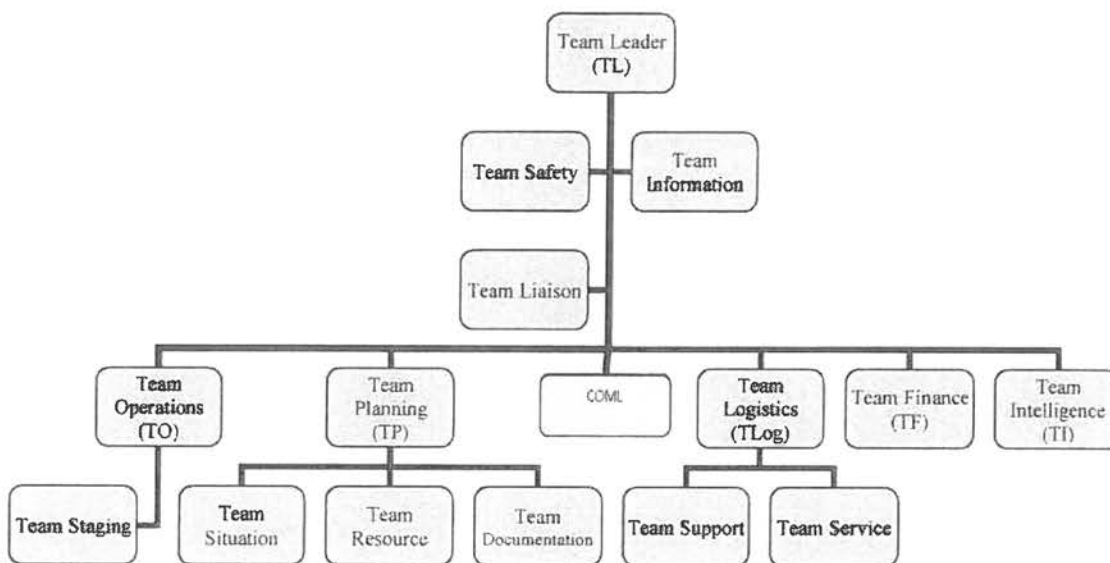
**Level III** activation fills individual positions identified as necessary to augment the local incident command structure.

**Level II** activation brings the necessary assets to develop the ICS 201 and bring accountability and organization to the incident scene. The positions to be filled are: Team Leader, Team Operations, Team Safety, Team Planning, Team Logistics, Team Staging, Team Resource, COML and Team Documentation. (See chart on page 10.)

**Level I** activation deploys all 16 of the identified team positions. As the complexity and duration of an incident/event escalates and/or as the duties and responsibilities of the team expand, it may become necessary to augment sections of the SEW IMT. If additional staffing is required, the SEW IMT Team Leader, in concurrence with the local jurisdiction, requests the necessary personnel. (See chart on page 10.)



**SEW IMT LEVEL II**  
Organizational Chart



**SEW IMT LEVEL I**  
Organizational Chart

## ACTIVATION/NOTIFICATION PROCEDURE

SEW IMT can be activated through several channels. While the method of notification can vary; quick deployment should not be hindered by a requestor's failure to ask the "right" person. SEW IMT resources may be utilized when a request is received from a local agency through:

- A Public Safety Answering Point (dispatch center) request from a local Incident Commander
- A local or County Emergency Manager
- Any local Incident Commander or EOC manager
- Mutual Aid Box Alarm System (MABAS) request
- Personal contact with any SEW IMT member
- Phone, email or letter contact with an SEW IMT member

## REQUESTING AGENCY RESPONSIBILITIES

The requesting agency shall provide the SEW IMT Team Duty Officer with the appropriate incident/event information, including incident type, severity, incident complexity type, expected duration, incident management structure currently in place, a safe avenue of approach, point of arrival (POA) location, communication methodology and any special/safety information required for an effective SEW IMT response/deployment

## EMERGENCY ACTIVATION

Requests for response to an emergency or requests for an immediate deployment should be directed to Milwaukee County Emergency Management's Duty Officer at **(414) 525-5770**. When a request is received, the Milwaukee County Duty Officer notifies the Team Duty Officer who notifies the Advance Team. The request must be documented by date, time, person contacted and requesting official. A

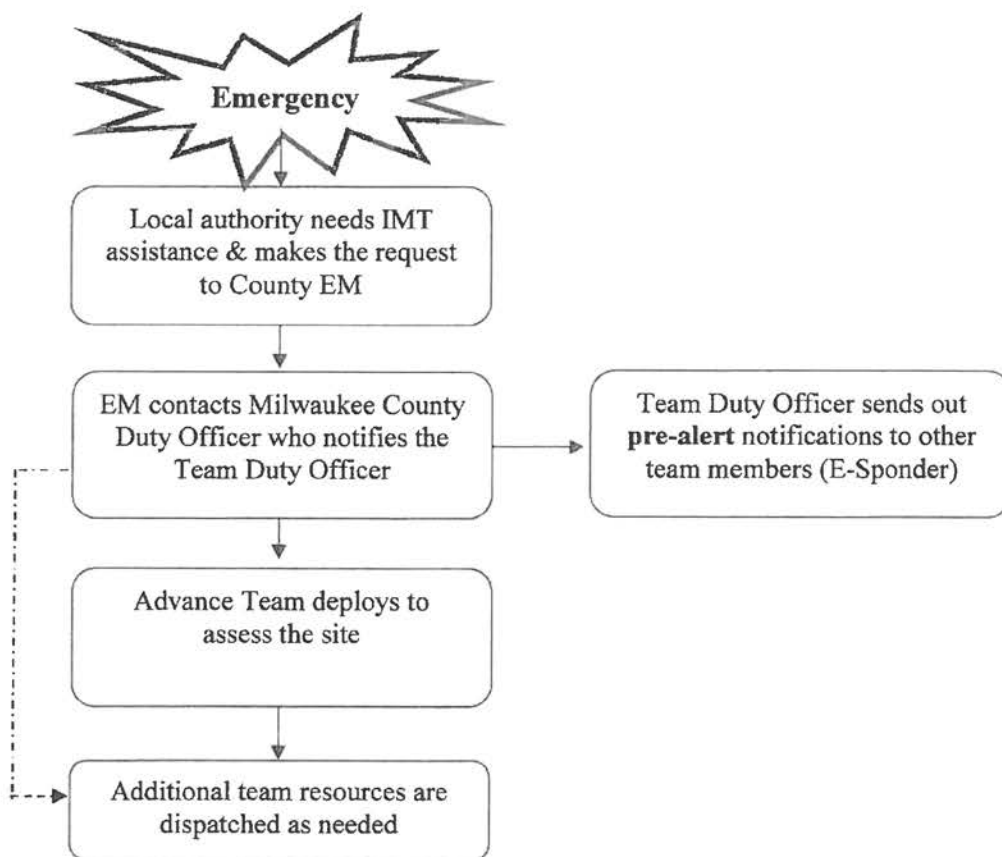
documentation trail must be maintained with no records discarded at any time (digital or paper). (See chart on page 12.)

While en route, the Advance Team can request additional resources, as needed. Special attention should be paid to the potential need for a COML. Upon arrival and initial briefing by the on-scene authority, the Advanced Team requests additional team members as needed. The Advanced Team member who makes contact with the local authority first confirms the request and records all pertinent information (date, time, name, title) of requestor. The Advance Team divides responsibilities on-scene so that one of the Team leaders serves as the team leader in charge of that deployment and serves as a direct liaison with the on-scene authority. The other team leaders follow his/her instructions and coordinate requests for additional resources. In conjunction with the host agency, the Team Coordinator shall be responsible for maintaining those records developed or used during activation and deployment.

Once on-scene, the designated Team Leader (Liaison) in charge of that deployment will remain in charge of the SEW IMT from initial contact to completion of the assignment. The designated Team Leader (Liaison) on-scene ensures arriving team members are fit for duty and properly equipped for the mission. Those that are not will be sent home or properly outfitted. The designated Team Leader (Liaison) is responsible for making SEW IMT assignments on-scene.

## PRE-PLANNED EVENT/EXERCISE ACTIVATION

Requests for support of an exercise or pre-planned event should be directed to the Team Leader. The Team Leader determines how to notify the team and begin the planning process.



## **DEPLOYMENT STRATEGY**

The SEW IMT shall integrate quickly and smoothly with minimal adverse impact to the local IC/UC or to the incident itself. The SEW IMT response in any activation/deployment must be timely. The SEW IMT shall work in a proactive manner to stabilize the incident. The SEW IMT must mobilize with all of the appropriate SEW IMT equipment/materials and arrive on the scene to begin working to support the initial IC based on the plan developed by the Advance Team. The Communications Unit Leader (COML) should be part of the Advanced Team when a multi-agency response is anticipated.

## **LOCATION WITHIN THE INCIDENT COMMAND SYSTEM**

Responsibility for overall incident management remains with the local IC/UC. The SEW IMT works in support of the local IC/UC/EOC. In cases where the SEW IMT must perform active incident management roles, the SEW IMT shall integrate into the ICS structure per the integration plan developed by the Advance Team in conjunction with the local IC/UC/EOC.

In some cases the SEW IMT may work alongside local incident management personnel who are managing the incident or may help facilitate EOC operations. The SEW IMT will coach, mentor, and facilitate incident management through the local staff.

## **OPERATIONS**

The SEW IMT shall perform or facilitate the incident operations according to NIMS and the National Response Framework (NRF).

## **PLANNING PROCESS**

The SEW IMT shall perform or facilitate the incident action planning according to NIMS and the NRF.

## **DOCUMENTATION**

The SEW IMT shall utilize appropriate forms for documenting incident activities. The SEW IMT shall also develop and maintain all appropriate materials/records of the SEW IMT organizational structure, policies, procedures, and responses.

## **COMMUNICATIONS PLAN**

The SEW IMT maintains a telephone call list and notification procedure for its members. The team will establish a common radio frequency for team use and a second radio, tuned to the appropriate incident frequency as established by the Communications Unit Leader (COML).

## **TRANSPORTATION**

Each member of the SEW IMT is required to arrange for their own transportation to the incident scene. Inability to do so may result in suspension or dismissal from the team.

## **Southeast Wisconsin Incident Management Team**

### **Standards of Conduct**

## **HARASSMENT AND DISCRIMINATION**

SEW IMT is committed to providing a work environment where individuals are valued for their diversity and unique perspective. Harassment or discrimination against an individual on the basis of age, gender, race, ethnicity, income, education, religious affiliation, sexual orientation, disability, marital status or any other basis prohibited by state or federal law is prohibited and will not be tolerated. Anyone found to be engaging in harassment or discrimination of others while serving with the SEW IMT are subject to disciplinary action up to and including dismissal.

### *Definition of Harassment*

Any behavior, explicit or implied, that i) devalues a person based on their age, gender, race, ethnicity, income, education, religious affiliation, sexual orientation, disability, marital status or any other basis prohibited by state or federal law, ii) creates a demoralizing, hostile or uncomfortable work environment, and/or iii) generally disrespects or devalues the importance of an individual and their contributions.

### *Definition of Sexual Harassment*

Unwelcome conduct of a sexual nature (sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature) that disrespects or devalues a person, creates a hostile working environment and/or threatens a person's employment. Sexual harassment includes but is not limited to:

- Implied or explicit requests for sexual favors
- Repeated requests to date or socialize
- Unwanted physical contact (touching, grabbing, pinching, caressing, brushing against, etc.)
- Staring, eyeing up and down
- Unwelcome, inappropriate compliments, comments, whistles, cat calls, name calling, etc.
- Sexual comments, innuendoes, telling explicit jokes or stories, sexual gestures with hands or body
- Display of offensive, sexually graphic material including posters, calendars, artwork, cartoons, photos, websites, or any other form of media.
- Granting or withholding pay increases, promotions, job offers or other employment related issues based on requests for sex or sexual favors

This policy applies to all members of SEW IMT including team members, volunteers, Directors, contractors, partner agency representatives and community members at large. No person shall harass another person or be subjected to harassment during affiliation with SEW IMT.

## **REPORTING HARASSMENT/DISCRIMINATION**

Any individual who believes they have experienced or witnessed harassment or discrimination while conducting SEW IMT business should report such behavior to the on-scene Team Leader or any other member of Team Leadership. SEW IMT will not harass or retaliate against any person who in good faith reports a suspected violation of this policy.

## **ALCOHOL, SMOKING AND DRUG FREE WORKPLACE**

SEW IMT strictly prohibits the use, possession, consumption, purchase, distribution, manufacture, dispensing and sale of illegal drugs and alcohol by all affiliated persons including team members, volunteers, Directors, contractors, clients, guests and other community members while engaged in SEW IMT business. Smoking is not permitted in any SEW IMT property including primary office space, off-site storage and trailers. Violation of this policy is considered grounds for disciplinary action up to and including dismissal and/or criminal prosecution.



**FITNESS FOR DUTY**

SEW IMT members are expected to be in adequate physical and mental condition to operate safely and effectively during activation. Mental and physical fitness requirements include the ability to perform duties under arduous circumstances characterized by working consecutive 12-14 hour days under physical and emotional stress for sustained periods. These standards are based on actual or anticipated conditions at the scene of an incident. Physical fitness standards for field deployment are based upon job requirements; however, in general team members must be able to:

- Walk, talk and communicate effectively under stress
- Lift 20 pounds from the ground to a table 30 inches off the floor
- Work under adverse weather conditions
- Drive and work in conditions of darkness

In addition, SEW IMT members must not have consumed alcohol and/or prescription drugs which result in an altered mental status within one operational period prior to activation. Any questions regarding this may be directed to the Team Leader. The Team Leader retains the right to determine that any team member is not fit for duty at any time during a response.

**DUTY INJURY**

All team members are required to report any on-duty injuries to their Team Leader immediately. The Team Leader will provide a report of injuries to the Governing Board and the local jurisdiction. It is also the responsibility of the injured team member to immediately report the injury to their home/sponsoring agency.

**SEW IMT MEMBER PERFORMANCE ACCOUNTABILITY**

SEW IMT members shall monitor their own participation and performance according to the expectations established by the Governing Board. Members shall remain current in their positions and abilities. The Governing Board shall suspend or terminate the membership of any member at any time based on poor performance, unavailability, or unacceptable behavior.

**TEAM MEMBER RESPONSIBILITIES**

SEW IMT members deploy into highly stressful environments. Members must maintain their professionalism and humility at all times. The use of meta-leadership skills to facilitate and coordinate incident/event operations is the expected standard as we come alongside requesting agencies. Members are required to empathetically interact with the host IC/UC structure. Members must add value to the team through quality improvement processes and team development activities.

SEW IMT members are responsible for maintaining their position qualifications and team membership. Members shall stay current with SEW IMT expectations through regular team training, responses, exercises and debriefing sessions. Members must be qualified and be authorized by their agency to participate on the SEW IMT.

When appropriate (per a team schedule/plan) SEW IMT members shall:

- Keep the team coordinator (refer to 3.3) apprised of their contact information.
- Be available for immediate deployment.
- Respond with the requisite uniform, equipment, and materials.
- Be physically and emotionally available to deploy.
- Be able to sustain themselves for 12 hours.
- Perform their assigned role/position to the best of their ability throughout each deployment.

- Complete all assigned work functions, reports, demobilization and debriefing forms/processes in a timely manner.

### **DISCIPLINE/ DISMISSAL OF SEW IMT MEMBERS**

All team members are expected to represent the SEW IMT with professionalism at all times. Team Members must abide by the Code of Ethics and may be disciplined or removed for any behavior that jeopardizes the professionalism, reputation, operations, funding, legal status or vitality of SEW IMT and its housing agency in any way.

Members of the SEW IMT whose conduct, actions or lack of action does not meet the standards or requirements as stated in the guidebook are subject to discipline or dismissal by the Governing Board for cause. Members may appeal any disciplinary decision by the Board to the Chief of the Host Agency; the Host Agency's decision is final.

### **UNIFORM**

SEW IMT expects team members to maintain a professional image at all times. During disaster deployments, SEW IMT members should be identifiable to community members, first responders, partner agencies and the media. SEW IMT members are required to wear approved uniforms at all times during SEW IMT activations, exercises and pre-planned events.

As a representative of SEW IMT to the public, team members must demonstrate the highest standard of courtesy, respect and professionalism while in uniform. Team members are expected to exercise good judgment regarding the appropriate use and wearing of uniforms. Failure to exhibit appropriate behavior, as outlined in the Code of Ethics and SEW IMT Member Handbook may result in disciplinary action up to and including dismissal. For more information, see the Uniform Policy in Appendix A.

### **PERSONAL PROTECTIVE EQUIPMENT**

For safety and quick identification, reflective SEW IMT vests must be worn when deployed to an incident, event or exercise. An insert label for the specific job function shall also be slid into the reflective vest. If no specific label is warranted, the standard SEW IMT label shall be worn in the vest panel holder. All other safety equipment shall be utilized as necessary to ensure team member safety at incidents, events or exercises.

### **BADGING AND CREDENTIALING**

SEW IMT credentials all members and issues a standard form of NIMS compliant photo identification that clearly displays their affiliation with the SEW IMT. Members are expected to have their ID with them at all times during team activities and deployments. Loss of an ID must be reported to the Team Leader immediately. For further information, please refer to the SEW IMT Credentialing Policy.

### **USE OF TECHNOLOGY**

SEW IMT provides team members with access to and use of a variety of information technology resources. Team members are expected and required to use these resources in a responsible, safe and appropriate manner. Personal use of all technology (telephones, cell phones, copier/fax, computer, email, etc) should be kept to a minimum. SEW IMT technology and resources may not be used for commercial ventures, personal gain, religious/political organizations or any other non-duty related solicitations under any circumstances. Violation of this policy may result in disciplinary action.

### *Privacy*

Team members are reminded that regardless of the creation of passwords, ID numbers or other access codes, technology and the use of such technology is not private. Any and all work created on SEW IMT technology is the property of SEW IMT. Electronic documents, including email may be accessed and reviewed by SEW IMT at any time. Team members have no right or expectation of privacy when using SEW IMT's technology.

### *Internet*

SEW IMT members are not permitted to use the internet for any purposes other than appropriate work related tasks. Team members should use appropriate caution when navigating the internet and visit only reputable sites. Use of SEW IMT technology to view inappropriate imagery or videos may result in immediate dismissal. Team members are not permitted to tamper with anti-virus software or firewalls and should not download programs or applications without prior permission from their supervisor.

### *Cellular Phone & Emergency Contact Devices*

SEW IMT members who are issued a cell phone or other emergency contact device are expected to keep it on their person, fully charged at all times. Such devices should be used for work purposes only.

### *Identification System*

SEW IMT utilizes an advanced personnel tracking and identification system during disaster response. Only team members who have been properly trained are permitted to use the technology. When it is deployed, a team member or designated volunteer must remain with it **at all times**.

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

March 13, 2019

Mr. Fred Winchowky  
Village President  
Village of Mukwonago  
P.O. Box 206  
Mukwonago, WI 53149

Re: Chapman Place Development  
Letter of Credit Reduction - Final

Dear Mr. Winchowky:

We have received a request from Ray Gooden of Anderson Commercial Group to reduce the Letter of Credit for the above referenced project. The requested reduction is for final punch list items which have all been completed. We have discussed the items with Village Department Heads and they have agreed that the punch list items have been completed to their satisfaction and all lien waivers have been received. We, therefore, recommend that the Letter of Credit which we understand is currently set at \$30,000.00 be reduced to \$0.

If you should have any questions or concerns, please feel free to contact me.

Very truly yours,

RUEKERT & MIELKE, INC.



Rebecca K. Alonge, P.E.  
Project Engineer  
[ralonge@ruekert-mielke.com](mailto:ralonge@ruekert-mielke.com)

RKA:sjs

cc: Mark Blum, Village of Mukwonago  
Ron Bittner, Village of Mukwonago  
John Weidl, Village of Mukwonago  
Bruce Kaniewski, Village of Mukwonago  
Judy Taubert, Village of Mukwonago  
Linda Gourdoux, Village of Mukwonago  
Ray Gooden, Anderson Commercial Group  
File

~12-10069 Chapman Property Parcel at NW corner Development > Letter of Credit > Winchowky-20190313-Letter of Credit Reduction Final.docx~

## WAIVER OF LIEN RIGHTS

---

The undersigned, being a duly authorized agent for Veit & Company, Inc., of 14000 Veit Place, Rogers, MN 55374 hereby acknowledges receipt of a check in the amount of One Hundred Thousand Dollars (\$100,000.00) from ACG Development#1, LLC & Gooden #17, LLC of 8575 W Forest Home Ave, Suite 40, Greenfield, WI 53228.

As partial payment for labor, skill, and material furnished.

CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
\$ 271,900.00	\$ 0.00	\$ 100,000.00	\$ 171,900.00

in relation to the Chapman Place project; real property located at:

Hwy NN & Black Bear Road, Mukwonago, WI 53149

Veit Job No.170357

For the value received I hereby waive all rights to file or record a lien against said real property for labor, skill, or material furnished to said real property. The undersigned affirms that all materials furnished by the undersigned have been paid for, and all subcontractors employed or engaged by the undersigned have been fully paid and satisfied.

Executed this 2nd day of April, 2018 .

Veit & Company, Inc.

By: 

Mike Mahn – Project Manager

## FINAL WAIVER OF LIEN RIGHTS

---

The undersigned, being a duly authorized agent for Veit & Company, Inc., of 14000 Veit Place, Rogers, MN 55374 hereby acknowledges receipt of a check in the amount of Two Hundred Fourteen Thousand Three Hundred Twenty Six Dollars (\$214,326.00) from ACG Development#1, LLC & Gooden #17, LLC of 8575 W Forest Home Ave, Suite 40, Greenfield, WI 53228.

As full and final payment for labor, skill, and material furnished.

CONTRACT PRICE INCLUDING EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
\$ 314,326.00	\$ 100,000.00	\$ 214,326.00	\$ 0.00

in relation to the Chapman Place project; real property located at:

Hwy NN & Black Bear Road, Mukwonago, WI 53149

Veit Job No.170357

For the value received I hereby waive all rights to file or record a lien against said real property for labor, skill, or material furnished to said real property. The undersigned affirms that all materials furnished by the undersigned have been paid for, and all subcontractors employed or engaged by the undersigned have been fully paid and satisfied.

Executed this 30th day of January , 2019 .

Veit & Company, Inc.

By: 

Brian Volk - Treasurer



# UNCONDITIONAL FULL LIEN WAIVER

Contractor: Parking Lot Maintenance  
 Project Site: Chapman Place  
 Project Owner: Anderson Commercial Group  
 Contract Amount: 43,620.00  
 Paid-to-Date: 0  
 Contract Balance: 43,620.00  
 Payment Application Amount: 43,620.00

The undersigned, being first duly sworn on oath, states and acknowledges as follows:

- Contractor has authorized me, on its behalf, to make this Waiver, and the assertions, releases, and indemnities set forth below. I hereby confirm that all of the facts and recitations in this Waiver are true and correct.
- This Waiver is submitted by Contractor to support its entitlement to obtain payment of the Payment Application Amount specified above (and is part of the consideration for that payment) for all work furnished by Contractor and its subcontractors and suppliers of every tier on the Project (collectively, the "Work"), including, without limitation: all site inspection, labor, supervision, and administration; services performed; materials, tools, fixtures, and equipment delivered and incorporated into, used in performance of, or stored off site from the Project; trade union and related benefit fund compensation and benefits; federal, state and local employment, sales, and other taxes and royalties; bonuses and other fringe benefits; licenses, permits, approvals, tariffs, duties or similar charges; shop drawings, and other submittals related to the supply and performance of construction on the Project.
- For the benefit of Owner and its sureties, lenders and guarantors, any title companies examining or updating title to the Project property, and their respective successors and assigns, Contractor hereby forever waives and releases all of Contractor's rights existing now or arising hereafter to assert a construction lien upon the real property or improvements of the Project or a bond claim against Owner and/or any bond surety for the Work and/or to allege claims or causes of action arising out of the Project, except only as follows (the "Exceptions"):

## THIS IS A FULL AND FINAL WAIVER OF ALL LIEN RIGHTS, EXCEPT ONLY FOR THE EXCEPTIONS.

- The following are all the subcontractors and suppliers of every tier that furnished or supplied portions of the Work, and the amounts due or to become due for those construction activities:

Name	Type of Work	Contract Price	Amount Paid To Date	This Payment	Balance To Complete
<u>AM Paving</u>	<u>Asphalt</u> <u>Concrete</u>	<u>43,620.00</u>	<u>0</u>	<u>43,620.00</u>	<u>0</u>

- Contractor affirms it has paid and fully satisfied, or will pay and fully satisfy from the Payment Application Amount specified above, all amounts due, or has actual knowledge that all amounts owed have been fully paid, to its subcontractors and suppliers of every tier for their respective portions of the Work.
- Except only for the Exceptions, Contractor has no claims against Owner, its sureties, and/or its lenders or guarantors arising out of Contractor's Work on the Project, and/or any Work on the Project by its subcontractors and/or suppliers of every tier.
- Contractor has (a) not assigned its lien and/or bond rights to any other party, (b) not given or executed any agreement creating a security interest in or to the labor, materials, fixtures, appliances, or equipment it has furnished for the Project, and (c) is able to extinguish all of its liens and/or bond rights in and to the Project in exchange for receipt of payment of the Payment Application Amount specified above.
- Contractor agrees to indemnify, hold harmless, and defend Owner, and its sureties, lenders, and guarantors, and the title company insuring the Project (if any), from and against: (a) all losses, costs (including all reasonable attorney fees and any costs of collection and appeal), damages, expenses, demands and claims of whatever kind or character, and/or any lien or bond claim or other assertion of rights in or to improved property, directly or indirectly arising from or relating to Contractor's Work performed on the Project and/or any Work on the Project by its subcontractors and/or suppliers of every tier, (b) all rights waived or released in this Waiver, and (c) any misrepresentation or inaccuracy in this Waiver. This paragraph shall not apply to the Exceptions.

Dated August 7, 2018.

Subscribed and sworn to before me 8/7, 2018.

Notary Public, Waukesha County, State of Wisconsin

My Commission: 4.3.2020

CONTRACTOR:

Parking Lot Maintenance

By: J. Rol

Title: President

Date: 8.7.18

JENNIFER L. VIERELA  
 Notary Public  
 State of Wisconsin



**WAIVER OF LIEN TO DATE**STATE OF Wisconsin }  
COUNTY OF Dane } SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by

to furnish

Civil Engineering, Professional Land Surveying & Planning Services

for the premises known as

Mukwonago Retail

of which

Anderson Commercial Group

is the Owner.

THE undersigned, for and in consideration of

Seven Thousand Six Hundred Eighty and Fifty\$7,680.50

Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Wisconsin, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other consideration due or to become due from the Owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE

8/15/2018

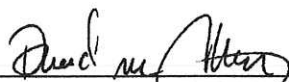
COMPANY NAME

JSD Professional Services, Inc.

ADDRESS

161 Horizon Drive, Suite 101

SIGNATURE AND TITLE



Owner/President

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

**CONTRACTOR'S AFFIDAVIT**STATE OF Wisconsin }  
COUNTY OF Dane } SS

TO WHOM IT MAY CONCERN:

THE undersigned (Name)

Dave Jenkins

being duly sworn, deposes and that

he or she is (Position)

Owner/President

of (Company Name)

JSD Professional Services, Inc.

who is the

contractor furnishing

Civil Engineering, Professional Land Surveying & Planning Services

work on the building

located at

Mukwonago, WI

owned by

Anderson Commercial Group

That the total amount of the contract including extras is

38,746.15

on which he or she has received payment of

31,065.65

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE INCLDNG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
JSD Professional Services, Inc.	0	\$38,746.15	\$31,065.65	\$7,680.50	\$0.00
0	0	\$0.00	\$0.00	\$0.00	\$0.00
0	0	\$0.00	\$0.00	\$0.00	\$0.00
0	0	\$0.00	\$0.00	\$0.00	\$0.00
0	0	\$0.00	\$0.00	\$0.00	\$0.00
0	0	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS*		\$38,746.15	\$31,065.65	\$7,680.50	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

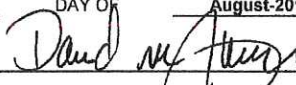
SIGNED THIS

8/15/2018

DAY OF

August-2018

SIGNATURE



Dave Jenkins

SUBSCRIBED AND SWORN

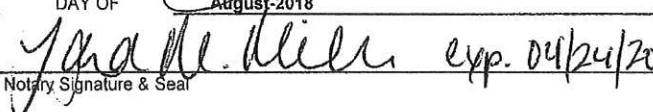
TO BEFORE ME THIS

8/15/2018

DAY OF

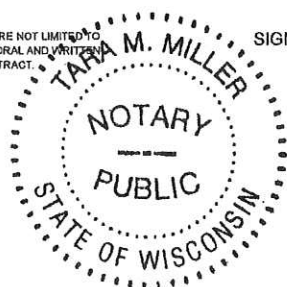
August-2018

SIGNATURE



Notary Signature &amp; Seal

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO  
CHANGE ORDERS, BOTH ORAL AND WRITTEN,  
TO THE CONTRACT.



## UNCONDITIONAL FULL LIEN WAIVER

#564557

#570259

Contractor:	Anderson Commercial Group, LLC
Project Site:	Chapman Place
Project Owner:	
Contract Amount:	\$7,310.00
Paid-to-Date:	\$3,280.00
Contract Balance:	0.00
Payment Application Amount:	#4,030.00

THIS WAIVER IS GIVEN TO FULFILL A CONDITION PRECEDENT TO OUR RECEIPT OF PAYMENT. IT SHALL NOT BE CONSTRUED AS BEING VALID FOR ENFORCEMENT UNTIL THE AMOUNT SPECIFIED IS IN FULL PAYMENT.

The undersigned, being first duly sworn on oath, states and acknowledges as follows:

- Contractor has authorized me, on its behalf, to make this Waiver, and the assertions, releases, and indemnities set forth below. I hereby confirm that all of the facts and recitations in this Waiver are true and correct.
- This Waiver is submitted by Contractor to support its entitlement to obtain payment of the Payment Application Amount specified above (and is part of the consideration for that payment) for all work furnished by Contractor and its subcontractors and suppliers of every tier on the Project (collectively, the "Work"), including, without limitation: all site inspection, labor, supervision, and administration; services performed; materials, tools, fixtures, and equipment delivered and incorporated into, used in performance of, or stored off site from the Project; trade union and related benefit fund compensation and benefits; federal, state and local employment, sales, and other taxes and royalties; bonuses and other fringe benefits; licenses, permits, approvals, tariffs, duties or similar charges; shop drawings, and other submittals related to the supply and performance of construction on the Project.
- For the benefit of Owner and its sureties, lenders and guarantors, any title companies examining or updating title to the Project property, and their respective successors and assigns, Contractor hereby forever waives and releases all of Contractor's rights existing now or arising hereafter to assert a construction lien upon the real property or improvements of the Project or a bond claim against Owner and/or any bond surety for the Work and/or to allege claims or causes of action arising out of the Project, except only as follows (the "Exceptions"): None

**THIS IS A FULL AND FINAL WAIVER OF ALL LIEN RIGHTS, EXCEPT ONLY FOR THE EXCEPTIONS.**

- The following are all the subcontractors and suppliers of every tier that furnished or supplied portions of the Work, and the amounts due or to become due for those construction activities:

Name	Type of Work	Contract Price	Amount Paid To Date	This Payment	Balance To Complete
PSI< Inc.	Testing	\$7,310.00	\$3,280.00	\$4,030.00	\$0.00

- Contractor affirms it has paid and fully satisfied, or will pay and fully satisfy from the Payment Application Amount specified above, all amounts due, or has actual knowledge that all amounts owed have been fully paid, to its subcontractors and suppliers of every tier for their respective portions of the Work.
- Except only for the Exceptions, Contractor has no claims against Owner, its sureties, and/or its lenders or guarantors arising out of Contractor's Work on the Project, and/or any Work on the Project by its subcontractors and/or suppliers of every tier.
- Contractor has (a) not assigned its lien and/or bond rights to any other party, (b) not given or executed any agreement creating a security interest in or to the labor, materials, fixtures, appliances, or equipment it has furnished for the Project, and (c) is able to extinguish all of its liens and/or bond rights in and to the Project in exchange for receipt of payment of the Payment Application Amount specified above.
- Contractor agrees to indemnify, hold harmless, and defend Owner, and its sureties, lenders, and guarantors, and the title company insuring the Project (if any), from and against: (a) all losses, costs (including all reasonable attorney fees and any costs of collection and appeal), damages, expenses, demands and claims of whatever kind or character, and/or any lien or bond claim or other assertion of rights in or to improved property, directly or indirectly arising from or relating to Contractor's Work performed on the Project and/or any Work on the Project by its subcontractors and/or suppliers of every tier, (b) all rights waived or released in this Waiver, and (c) any misrepresentation or inaccuracy in this Waiver. This paragraph shall not apply to the Exceptions.

Dated August 7, 2018.

**CONTRACTOR:**

Professional Service Industries, Inc.

Subscribed and sworn to before me August 7, 2018.

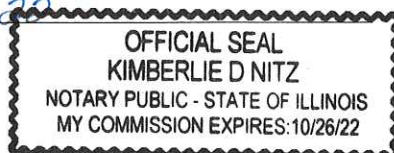
Kimberlie D. Nitz  
Notary Public, Will County, State of Illinois

My Commission: 10-26-22

By: Maria Chase

Title: Maria Chase-Vice President

Date: August 7, 2018







## Village of Mukwonago

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### AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works Committee
Topic:	ISA Gold Leaf Award
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required):	N/A
Date of Village Board Action (if required):	N/A

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### Information

**Subject:** ISA Gold Leaf Award presentation

**Background Information/Rationale:** Girl Scout troop 4730, Paul Fliss and the Village of Mukwonago were selected as organizations for outstanding Arbor Day activities. The honor earned a Gold Leaf Award that Paul accepted on behalf of troop 4730 and the Village at the WAA conference in Green Bay. As a board member of the Wisconsin Arborist Association, Paul will present the award to Girl Scout troop 4730 and the Village of Mukwonago.

**Key Issues for Consideration:** N/A

**Fiscal Impact (If any):** N/A

**Requested Action by Committee/Board:** N/A

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### Attachments

ISA Press Release

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**Press Release:** for Immediate Release

Tuesday, March 05, 2019

Contacts:

Jake Kubisiak, Publicity Chair, Wisconsin Arborist Association (414) 254-5967

**ISA Gold Leaf Award Winner Announced**

Congratulations to the Girl Scouts of Troop 4730 and the Village of Mukwonago

**MUKWONAGO, WI -**

Annually, the International Society of Arboriculture (ISA) chooses a recipient for outstanding Arbor Day activities. The 2018 Gold Leaf Award goes to the 7th grade girl Scouts of Parkview Middle school and the Village of Mukwonago Department of Public Works-Forestry. This is the culmination of a two year effort by the Girl Scouts to promote tree planting while earning their Trees Badge. In 2017, the Scouts created an Urban Forest Inventory and Management Plan for Clarendon Ave. Grade School. Two large trees were planted based on that plan. The Village President Fred Winchowki read the Arbor Day Proclamation celebrating the first year with Mukwonago's Tree City USA status. During 2018 the Scouts handed out 100+ trees to Clarendon Ave. School graduating 6th Grade class to commemorate their time as students.

**Partners:**

The Village is recognized for advancing forestry activities and helping with tree planting and again, the Arbor Day Celebration. Other partners include We Energies for sponsorship of the trees and CES Principal Andrea Kaplan.

**Award Presentation:** The Village and ladies of Troop 4730 will be presented with this honor at the Village Board Meeting on March 20th at 6:30 PM by Wisconsin Arborist Association, Board of Directors member Paul Fliss.

**International Society of Arboriculture, [isa-arbor.com](http://isa-arbor.com)**

Through research, technology, and education, the International Society of Arboriculture (ISA) promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees. This is our passion and serves as our mission statement.

**Wisconsin Arborist Association, [waa-isa.org](http://waa-isa.org)**

Since it's founding in 1964, the WAA has been dedicated to our mission of "Improving the understanding of trees and the practice of arboriculture".

**RESOLUTION 2019-013**

**CONDITIONAL USE PERMIT  
FOR CONSTRUCTION OF A FINANCIAL INSTITUTION WITH A DRIVE-THROUGH  
FACILITY FOR EDUCATORS CREDIT UNION  
100 CHAPMAN FARM BOULEVARD**

**WHEREAS**, pursuant to Section 100-352 of the Zoning Code, an application has been filed for approval of a Conditional Use Permit for construction of a new financial institution with a drive-through facility for Educators Credit Union located at 100 Chapman Farm Boulevard, which application was filed in the office of the Village Clerk, Village of Mukwonago, Wisconsin, and

**WHEREAS**, the application was submitted by Glenn Brusky of Educators Credit Union, and

**WHEREAS**, the B-3 Community Business District zoning of the subject site requires a Conditional Use for any drive-through facility, and

**WHEREAS**, a Conditional Use Permit for Educators Credit Union was originally granted by the Village Board on March 21, 2018, and

**WHEREAS**, subsequent to the 2018 approval, Educators Credit Union has submitted revised plans for the site and drive-through facility, and

**WHEREAS**, it has been determined the revised plans for the site requires a new Conditional Use Permit to be granted, and

**WHEREAS**, after proper notice pursuant to the Village of Mukwonago Zoning Code, a public hearing was noticed in the official newspaper as a Class II notice, and with notice being mailed at least ten (10) days prior to the date of such public hearing to the owners of record of the properties situated within 300 feet of the boundaries of the properties affected, a public hearing was held on March 12, 2019 by the Village Plan Commission, and

**WHEREAS**, the Conditional Use Permit has been reviewed and recommended by the Village Plan Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the Conditional Use Permit for the use of the property located at 1006 Main Street as an auto body repair shop; based upon the information and plans submitted to the Village and the public hearing conducted on this matter pursuant to the following findings:

1. The proposed use is consistent with the intent of the B-3, Community Business District.
2. The proposed use is consistent with the variety of other retail and service business uses within northside commercial/business area of the Village of Mukwonago.
3. The proposed use is found to be not hazardous, harmful, offensive or adverse to environment or value of the neighborhood or community.
4. The proposed use is found to be properly designed.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** this conditional use permit shall be subject to the following conditions:

1. The on-going operation of the Conditional Use for drive-through financial transaction lanes for Educators Credit Union shall be consistent with the written information and plans submitted by the applicant along with statements made at the public hearing by the applicant or by others on behalf of the applicant.
2. Any future expansions or changes to the plan of operation as presented shall gain a new or amended Conditional Use approval.
3. The property shall be maintained in a clean and presentable condition always. No debris shall accumulate on the site.
4. This Conditional Use approval shall not be transferred within the subject property to another Conditional Use category without submittal and approval for a new Conditional Use.
5. If this Conditional Use remains in good standing, this Conditional Use may be transferred ownership without gaining a new Conditional Use.
6. Prior to issuance of the first building permit for the use, applicant shall pay all required charges and fees to the Village. In addition, any other charges and fees accrued during construction shall be paid before to issuance of an occupancy permit.
7. Applicant and/or property owner shall be responsible for enforcement of all requirements of this Conditional Use approval. If not enforced by property owner, the property owner will be responsible for compliance and financial penalties as allowed by municipal code.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the permittee, upon the granting of this Conditional Use Permit, shall agree to accept the same in writing.

Passed and dated this 20<sup>th</sup> day of March 2019.

VILLAGE OF MUKWONAGO

By: \_\_\_\_\_  
Fred Winchowky, Village President

Attest: \_\_\_\_\_  
Judith A. Taubert, Village Clerk-Treasurer

**ACCEPTANCE**

This conditional use permit is accepted, and permittee agrees to abide by the terms thereof.

Village of Mukwonago

By: \_\_\_\_\_  
Representative

Educators Credit Union

By: \_\_\_\_\_  
Agent

Print Name: \_\_\_\_\_



**RESOLUTION 2019-014**

**RESOLUTION APPROVING SITE PLAN AND ARCHITECTURAL REVIEW FOR  
CONSTRUCTION OF A FINANCIAL INSTITUTION WITH A DRIVE-THROUGH FACILITY  
FOR EDUCATORS CREDIT UNION  
100 CHAPMAN FARM BOULEVARD**

**WHEREAS**, pursuant to Section 100-601 of the Zoning Code, an application for a site plan and architectural review standards has been filed for approval for the construction of a new financial institution with a drive-through facility for Educators Credit Union located at 100 Chapman Farm Boulevard, which application was filed in the office of the Village Clerk, Village of Mukwonago, Wisconsin, and

**WHEREAS**, the application was submitted by Glenn Brusky of Educators Credit Union, and

**WHEREAS**, the plan of operation and plans have been reviewed and recommended by the Village Plan Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the site plan and architectural review standards for the construction of a new financial institution with a drive-through facility for Educators Credit Union located at 100 Chapman Farm Boulevard, submitted by Glenn Brusky, Applicant on behalf of Educators Credit Union, based upon the plan of operation and plans submitted to the Village.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** this site plan and architectural review standards approval shall be subject to the following conditions:

1. Site Plan and Architectural Review approval for the new Educators Credit Union facility, shall be subject to all plans and information submitted for the application by the applicant, Plunkett Raysich Architects, LLP, and Classical Gardens, with all plans and information on file in the office of the Zoning Administrator. The plans may be further modified to conform to other conditions of approval; the building and floor plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged. Furthermore, approval is subject to the relocation of the air conditioning condensing units to the north elevation near the building's west side.
2. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the following shall occur:
  - a. All final site development plans shall be consistent with the plans noted in Condition No. 1 or as modified.
  - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox Box and notification requirements, internal fire suppression, external fire department connection location and hydrant locations.
  - c. Approval of building plans by the Building Inspector after receipt of approval of building plans by the State of Wisconsin.

- d. The Village Engineer, the Utilities Director and the Public Works Director shall approve all site engineering and utility plans and documents, including a complete Erosion Control Plan.
  - e. Approval of building plans shall include appropriate locations of the external mechanical equipment to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
3. Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
- a. Completion of all site grading in accordance with submitted and approved plans.
  - b. Completion of the storm water management basin for the overall four lot development.
  - c. Completion of the building in accordance with approved plans and all applicable codes.
  - d. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings.
4. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:
- a. Completion of all items required in Condition No. 3.
  - b. Installation of all site landscaping as shown on approved plans.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the applicant, upon the approval of this site plan and architectural review, shall agree to accept the same in writing.

Passed and dated this 20<sup>th</sup> day of March 2019.

VILLAGE OF MUKWONAGO

By: \_\_\_\_\_  
Fred Winchowky, Village President

Attest: \_\_\_\_\_  
Judith A. Taubert, Village Clerk-Treasurer

**ACCEPTANCE**

This conditional use permit is accepted, and permittee agrees to abide by the terms thereof.

Village of Mukwonago

By: \_\_\_\_\_  
Representative

Educators Credit Union

By: Signed: \_\_\_\_\_  
Agent

Print Name: \_\_\_\_\_



## Village of Mukwonago

Office of the Village Planner

P.O. Box 206, 440 River Crest Court, Mukwonago, Wisconsin 53149  
(262) 363-6420 x.2111 Fax: (262) 363-6425

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March 5, 2019

Fred Winchowky, Village President  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Re: Educators Credit Union  
Conditional Use/Site Plan and Architectural Review (Revised Plan)  
100 Chapman Farm Boulevard

Dear President Winchowky and Members of the Plan Commission:

Glenn Brusky of Educators Credit Union has applied for a new Conditional Use and Site Plan and Architectural Review for their new Mukwonago facility. Educators originally gained approval during March 2008, but has resubmitted plans with a new site plan and building design. Because of the new plan for drive-through banking, a new Conditional Use public hearing is required.

The 1.46-acre property located at the northwest corner of Rochester Street (STH 83) and Chapman Farm Boulevard is within the Anderson Commercial Group commercial four lot subdivision. The subdivision has the assigned zoning district of B-3, Community Business District.

Separate motions are recommended for consideration of the Conditional Use, and then Site Plan and Architectural Review.

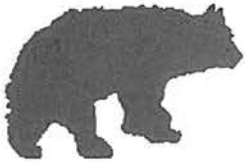
### **Background**

The prior approved plan included a 3,030 square foot office building separate from the structure covering the three drive-through lanes and one by-pass lane (four lanes total). The new plan shows a 3,096 square foot office building with three drive-through lanes attached and a canopy covering 1,407 square feet.

All financial transactions within the building and via the drive-through lanes will be handled by Interactive Teller Machines with two-way radio/video connection with a teller at the Educators Sturtevant Branch. There will be on-site finance representatives. Please see the attached project Plan of Operation submitted by the applicant.

Two driveways from the overall commercial development private drive will provide site access. The southern drive will be one-way into the site which aligns with the Kids Connection southern drive on the opposite side of the private access drive. The northern drive will be one-way out after exiting the drive-through lanes or the by-pass lane surrounding the building. While the northern drive was previously approved to be 16 feet in width (as opposed to the normal 24-foot width), this new plan shows the northern drive and by-pass lane to be 18 feet wide.

The site plan shows 20 parking spaces, matching the minimum requirement. The submitted landscape plan has been revised several times pursuant to Village staff comments and a final review is needed to ensure plantings do not inhibit internal driver visibility around corners. However, the planting of 35 trees exceeds the Zoning



Ordinance minimum standards for number of trees. External lighting will be provided by luminaries matching the lighting design of the recently approved and neighboring Aurora development. Lights within the underside of the drive-through covering will be recessed, similar to the recessed under canopy lighting of the nearby Kwik Trip convenience store.

Customer and employee building access will be via the formal entrance along the east side of the building facing Highway 83. I questioned the marketability of the long distance of about 80 to 120 feet between customer parking and the entrance for this facility type. The following response was received from the project architect:

*"The new Educators Credit Union branch is challenging to place on this site due to its three front sides. Currently, the entrance is strategically placed facing the highway. This allows Educators Credit Union to place the drive through on the opposite side, away from the main exposure. Educators doesn't believe that the distance from the parking lot to the entrance is excessive. The current plan allows for three major checkmarks: members have easy access to the entry, the current access to the drive-through is designed to prevent a traffic backup, and there is a roadway to accommodate emergency vehicles, including a fire truck.*

*"It also allows for a nature aesthetic that aligns itself with Educators Credit Union's brand. Educators does not want the building to overlook a "field of asphalt." The landscape architect designed a gorgeous flower bed that follows the entrance path, which coincides with Educators Credit Union's logo and is similar to what the credit union has at their Home Office. This creates a pleasant transition from the concrete parking lot to the entrance of the credit union."*

The main architectural design feature of the east facing building elevation is glass. Brick and fiber cement panels are the other primary materials. The applicant has been requested to provide building material samples to the Plan Commission.

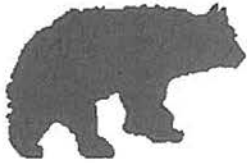
As the project architect wrote, the three front sided site also presents challenges to place mechanical equipment and the dumpster enclosure. An electrical transformer is shown on plans located between the south side of the building and the parking lot. The dumpster enclosure is hidden as much as possible along the one-way exit drive. Both the transformer and enclosure will be surrounded by heavy landscaping.

For your information, staff has not conducted a complete review of proposed signs shown on building elevations. However, from a cursory review it appears the overall square footage of the signs conforms to code.

### **Recommendation for Conditional Use**

I recommend approval of the Conditional Use to allow construction and the use of drive-through financial transaction lanes for Educators Credit Union. The proposal conforms to minimum code requirements and is properly designed with sufficient queuing and exiting space. I suggest the following findings of fact be included in the motion to approve the Conditional Use.

1. The proposed use is consistent with the intent of the B-3, Community Business.
2. The proposed use is consistent with the variety of other retail and service business uses within northside commercial/business area of the Village of Mukwonago.



3. The proposed use is found to be not hazardous, harmful, offensive or adverse to environment or value of the neighborhood or community.
4. The proposed use is found to be properly designed.

I further recommend the following conditions be placed with approval of the Conditional Use.

1. The on-going operation of the Conditional Use for drive-through financial transaction lanes for Educators Credit Union shall be consistent with the written information and plans submitted by the applicant along with statements made at the public hearing by the applicant or by others on behalf of the applicant.
2. Any future expansions or changes to the plan of operation as presented shall gain a new or amended Conditional Use approval.
3. The property shall be maintained in a clean and presentable condition always. No debris shall accumulate on the site.
4. This Conditional Use approval shall not be transferred within the subject property to another Conditional Use category without submittal and approval for a new Conditional Use.
5. If this Conditional Use remains in good standing, this Conditional Use may be transferred ownership without gaining a new Conditional Use.
6. Prior to issuance of the first building permit for the use, applicant shall pay all required charges and fees to the Village. In addition, any other charges and fees accrued during construction shall be paid before to issuance of an occupancy permit.
7. Applicant and/or property owner shall be responsible for enforcement of all requirements of this Conditional Use approval. If not enforced by property owner, the property owner will be responsible for compliance and financial penalties as allowed by municipal code.

### **Recommendation for Site Plan and Architectural Review**

I recommend approval of Site Plan and Architectural Review with the conditions listed below. The site plan conforms to B-3 setbacks and parking requirements.

1. Site Plan and Architectural Review approval for the new Educators Credit Union facility, shall be subject to all plans and information submitted for the application by the applicant, Plunkett Raysich Architects, LLP, and Classical Gardens, with all plans and information on file in the office of the Zoning Administrator. The plans may be further modified to conform to other conditions of approval; the building and floor plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
2. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the following shall occur:
  - a. All final site development plans shall be consistent with the plans noted in Condition No. 1 or as modified.
  - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox box and notification requirements, internal fire suppression, external fire department connection location and hydrant locations.





## Village of Mukwonago

## Office of the Village Planner

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- c. Approval of building plans by the Building Inspector after receipt of approval of building plans by the State of Wisconsin.
  - d. The Village Engineer, the Utilities Director and the Public Works Director shall approve all site engineering and utility plans and documents, including a complete Erosion Control Plan.
  - e. Approval of building plans shall include appropriate locations of the external mechanical equipment to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
3. Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
    - a. Completion of all site grading in accordance with submitted and approved plans.
    - b. Completion of the storm water management basin for the overall four lot development.
    - c. Completion of the building in accordance with approved plans and all applicable codes.
    - d. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings.
  4. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:
    - a. Completion of all items required in Condition No. 3.
    - b. Installation of all site landscaping as shown on approved plans.

It has been a pleasure assisting the Village with review and recommendation of this proposal. Should any questions arise, please feel free to contact me.

Sincerely,

Bruce S. Kaniewski, AICP  
Village Planner/Zoning Administrator



**Educators Credit Union  
Plan of Operation  
100 Chapman Farm Blvd  
January 7, 2019**

Educators Credit Union would like to operate as a bank with drive-thru lanes at 100 Chapman Farm Blvd. Educators Credit Union has been in existence since 1937, and currently has 23 locations in southern Wisconsin. It is a not-for-profit financial cooperative owned by its members serving anyone who works or lives within our service area.

The anticipated build-out value of the development is 2.5 million.

The approval of the Conditional Use Application would allow us to serve existing and new members in the Mukwonago area. Educators Credit Union would like to develop this market to support the purchase of land and construction of building.

Most visits to the location will be to get information on products and services, such as opening accounts, applying for loans, closing loans, etc. This facility will also allow for member financial transactions such as deposits and withdrawals from their accounts, but will not be the primary focus as members will be encouraged to use our many electronic services for these transactions. Hours of operation will be from 9:00 a.m. to 5:00 p.m. Monday through Friday and Saturday 9:00 a.m. to 12:00 p.m. Drive-up hours Monday through Friday 8:00 a.m. to 7:00 p.m. and Saturday 8:00 a.m. to 3:00 p.m.

This Educators Credit Union branch will use Interactive Teller Machines (ITMs) to service our members' needs. These machines use a two-way audio/video connection to conduct transactions. The member communicates with a real-life teller located in our Sturtevant branch. This teller can assist the member with most of the transactions any traditional teller can make in real-time. There will also be Member Finance Representatives on-site to assist members with our products and services, loan applications, etc.

The property around our location is Waukesha State Bank, Kwik Trip, Culvers and a health care facility.

Parking will be on site and meet all B-3 requirements.

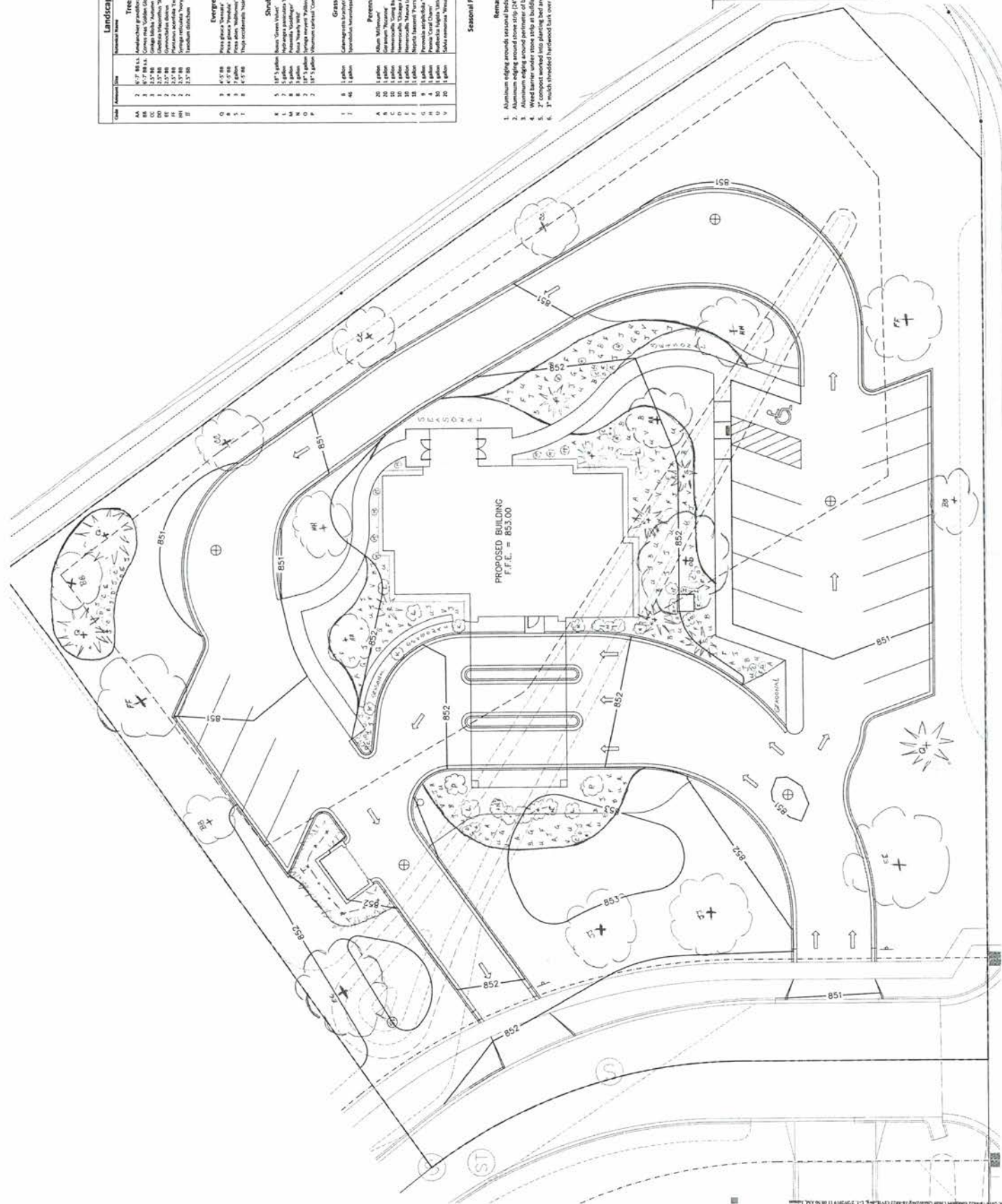
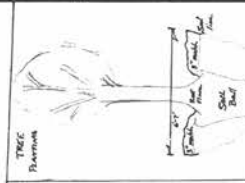
Frequency of deliveries will be minimal other than an occasional office supply delivery, garbage, and recycling pick-ups and a weekly currency delivery. The frequency of customers visits are difficult to determine, but are expected to be low and our staffing needs reflect this. We will have no more than three full-time employees and one part-time employees during business hours.

Flammable liquids or hazardous materials will not be used as part of the operation.

If there is any additional information required, please contact Glenn Brusky at 414-325-2341. Thank you for your consideration of this application.

Glenn Brusky  
VP of Facilities  
Educators Credit Union

NOT FOR CONSTRUCTION  
 © 2018 PULKRITT RAYSON ARCHITECTS, LLP



Code	Plant Name	Quantity	Notes
<b>Landscaping Key</b>			
<b>Trees</b>			
1	10' - 12' DBH	1	Planting
2	10' - 12' DBH	1	Planting
3	10' - 12' DBH	1	Planting
4	10' - 12' DBH	1	Planting
5	10' - 12' DBH	1	Planting
6	10' - 12' DBH	1	Planting
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99	10' - 12' DBH	1	Planting
100	10' - 12' DBH	1	Planting

Seasonal Planting

- Remarks
1. Minimum ridge around seasonal beds.
  2. All planting should be done by 10/1/18.
  3. All planting should be done by 10/1/18.
  4. All planting should be done by 10/1/18.
  5. All planting should be done by 10/1/18.
  6. All planting should be done by 10/1/18.





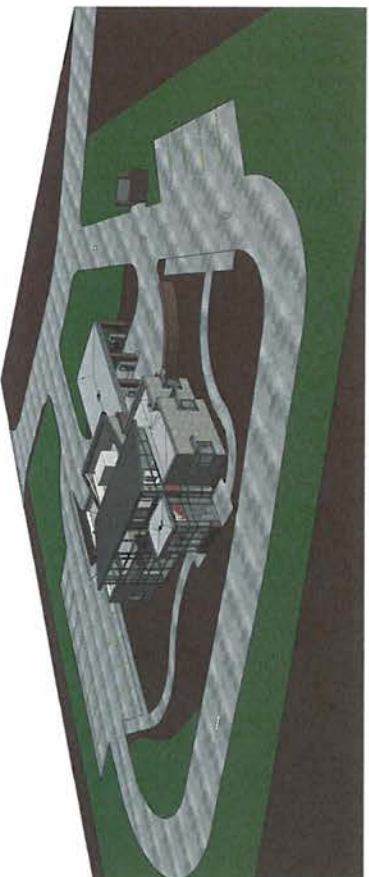
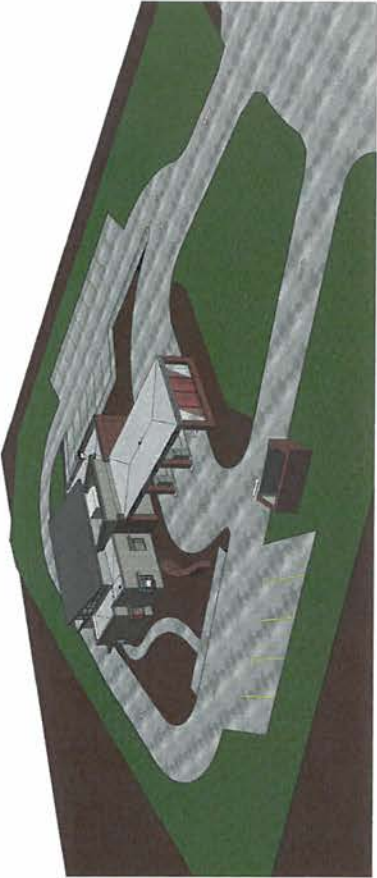
EXTENSION ELEVATION - SOUTH - PRESENTATION



EXTERIOR ELEVATION - EAST - PRESENTATION



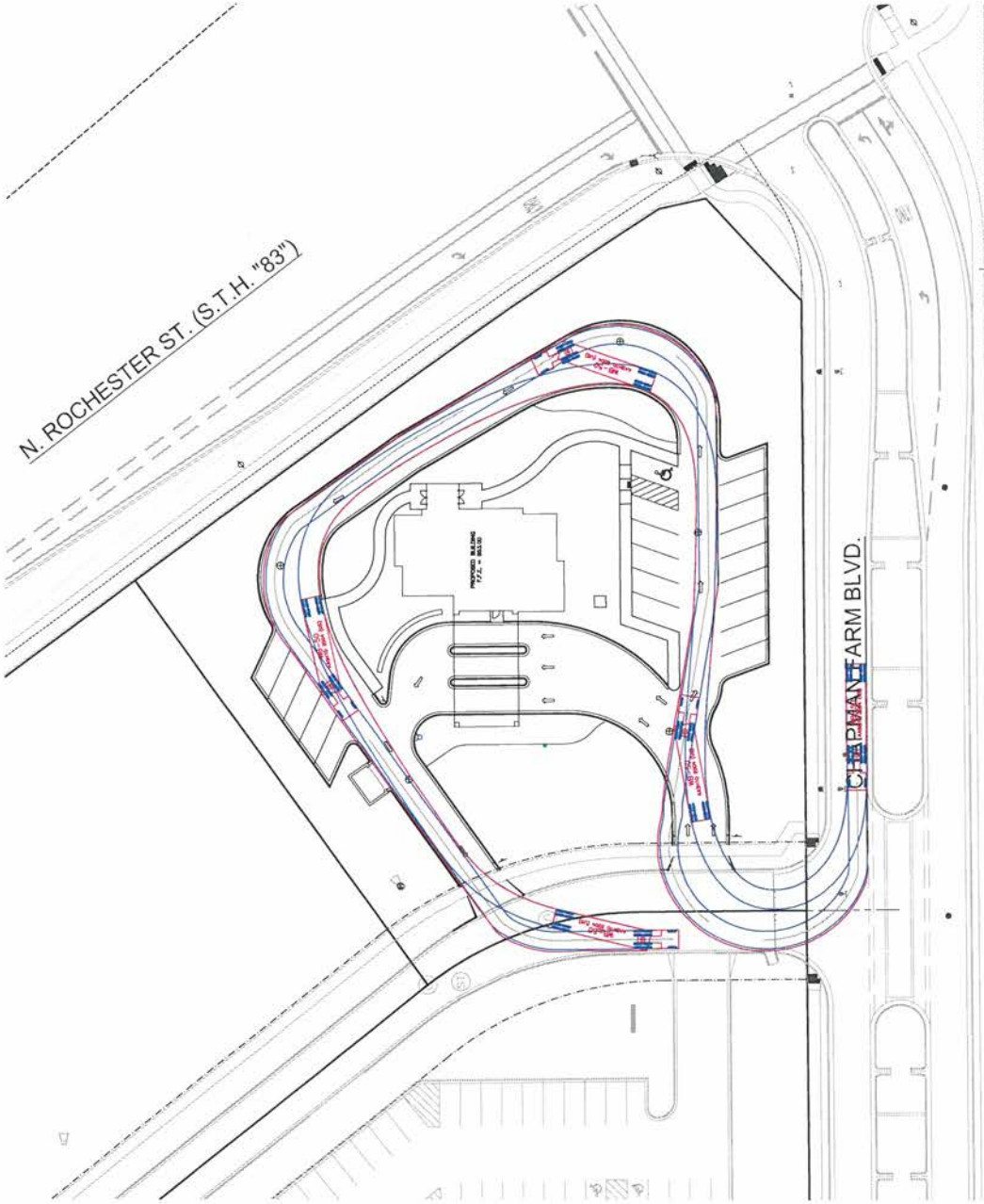
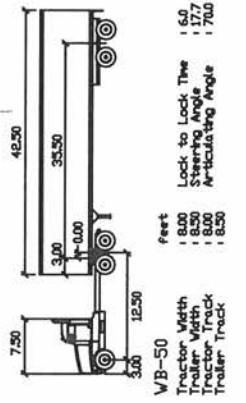
EDUCATORS CREDIT UNION  
100 CHAPMAN FARM BLVD.  
MANKATO, WI 53149

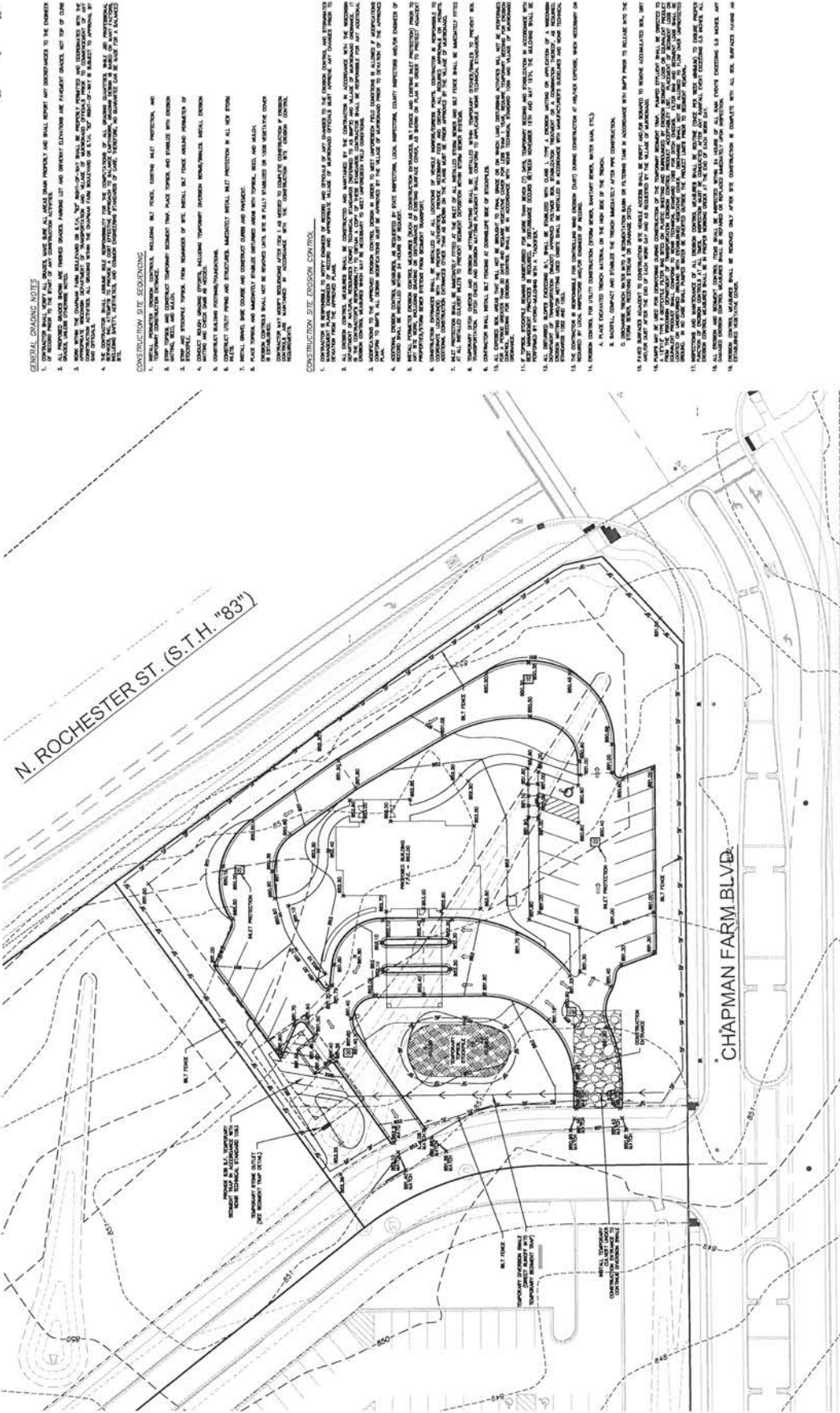




CHAPMAN FARM BLVD.

**NOT FOR CONSTRUCTION**





GENERAL GRADING NOTES

1. EXISTING GRADE SHALL BE MAINTAINED UNLESS OTHERWISE NOTED.
2. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF MILWAUKEE ORDINANCES.
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20. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF MILWAUKEE ORDINANCES.

CONSTRUCTION SITE EROSION CONTROL

1. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
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LEGEND

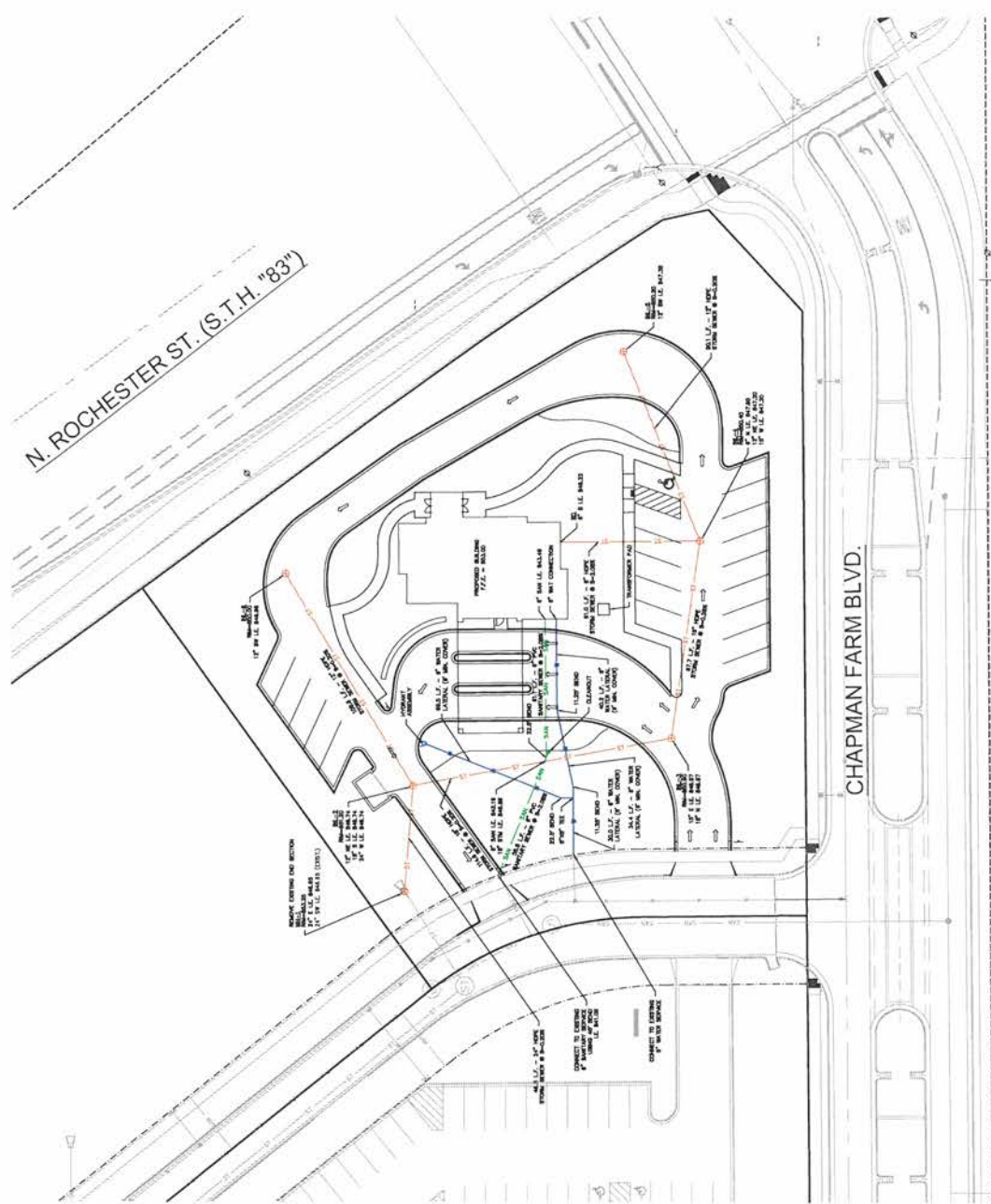
1. EXISTING GRADE	2. PROPOSED GRADE
3. EROSION CONTROL MEASURES	4. SEDIMENT TRAP
5. SILT FENCE	6. EROSION CONTROL MEASURES
7. SEDIMENT TRAP	8. EROSION CONTROL MEASURES
9. EROSION CONTROL MEASURES	10. SEDIMENT TRAP
11. EROSION CONTROL MEASURES	12. SEDIMENT TRAP
13. EROSION CONTROL MEASURES	14. SEDIMENT TRAP
15. EROSION CONTROL MEASURES	16. SEDIMENT TRAP
17. EROSION CONTROL MEASURES	18. SEDIMENT TRAP
19. EROSION CONTROL MEASURES	20. SEDIMENT TRAP

CONSTRUCTION SITE EROSION CONTROL

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13. EROSION CONTROL MEASURES	14. SEDIMENT TRAP
15. EROSION CONTROL MEASURES	16. SEDIMENT TRAP
17. EROSION CONTROL MEASURES	18. SEDIMENT TRAP
19. EROSION CONTROL MEASURES	20. SEDIMENT TRAP



NOT FOR CONSTRUCTION

[illegible]





Village of Mukwonago  
440 River Crest Court, P.O. Box 206  
Mukwonago, WI 53149  
Phone: (262) 363-6420  
Fax: (262) 363-6425  
www.villageofmukwonago.com

**VILLAGE OF MUKWONAGO**  
**CONDITIONAL USE PERMIT APPLICATION**  
Application Fee: \$450

Date Submitted: 2/07/19

**CONTACTS**

Zoning and Planning Department  
Contact: Bruce Kanlewski  
Phone: (414) 339-4105  
Fax: (262) 363-6425  
Email: planner@villageofmukwonago.com

**GUIDELINES**

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago.

Conditional use applications require a public hearing. To ensure the public hearing will be properly advertised, the application must be submitted at least 30 days prior to the meeting in which the Plan Commission will hold the public hearing. The Plan Commission meets on the second Tuesday of each month at 6:30 p.m.

Materials listed on page 3 must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 100-354 and other pertinent sections of Village ordinances, WI Stats. 62.23, and as necessary to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

Mail completed applications to: Village Planner  
ATTN: Conditional Use Permits  
PO Box 206  
Mukwonago, WI 53149  
Deliver to: Village Clerk's Office  
440 River Crest Court  
Email to: planner@villageofmukwonago.com

Complete, accurate and specific information must be entered, Please Print.

**APPLICANT (Full Legal Name)**

Name: GLENN BRISKY  
Company: EDUCATORS CREDIT UNION  
Address: 1326 KILLBUCK RD City: MT. PLEASANT State: WI Zip: 53111  
Daytime Phone: 414 325 2341 Fax: \_\_\_\_\_  
E-Mail: glewnb@ecu.com

APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

ARCHITECT

Name: MARTIN CHOREN  
Company: PUNKET RAYSEH ARCHITECTS  
Address: 209 S. WATER ST. City: MILWAUKEE State: WI Zip: 53204  
Daytime Phone: 414 410 2471 Fax: \_\_\_\_\_  
E-Mail: mchoren@punch.com

PROFESSIONAL ENGINEER

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

REGISTERED SURVEYOR

Name: JAMES SIMON  
Company: JSD PROFESSIONAL SERVICES  
Address: 1238 N. 10th ST. RD City: WAUKESHA State: WI Zip: 53188  
Daytime Phone: 262 513 0100 Fax: \_\_\_\_\_  
E-Mail: jtsimon@jsdinc.com

CONTRACTOR

Name: JAMES CAIRNS  
Company: BUKACEK CONSTRUCTION  
Address: 2429 SUMMIT AVE City: RACINE State: WI Zip: 53404  
Daytime Phone: 262 637 9791 Fax: \_\_\_\_\_  
E-Mail: jcairns@bukacek.com

PROPERTY AND PROJECT INFORMATION

Present Zoning: B-3 Tax Key No(s): MUKI 1902.990.001

Address/Location: 100 Chapman Farm Blvd.

A. I/We request a conditional use permit for:

BRANCH BANK WITH DRIVE THROUGH SERVICES

D. The property is presently used as:

UNDEVELOPED.

C. Name of Architect, Professional Engineer, or Contractor: \_\_\_\_\_

D. Project Timetable: Start Date: Spring 2019 Completion Date: Fall 2019

E. All of the Proposed Use(s) of the property will be:

Principal Use BRANCH BANK

Secondary Use NA

Accessory Use NA

F. I/We represent that I/we have a vested interest in this property in the following manner:

☒ Owner

☐ Leasehold. Length of Lease: \_\_\_\_\_

☐ Contractual. Nature of contract: \_\_\_\_\_

☐ Other. Please explain

## PROCEDURAL CHECKLIST FOR CONDITIONAL USE REVIEW AND APPROVAL

This form is designed to be a guide for submitting a complete application for a conditional use.

Application Submittal Packet Requirements for Village and Applicant Use (Check off List)

### Application:

- ☒ Completed application form including the procedural checklist and justification of the proposed conditional use.
- ☒ Application fee: \$450
- ☒ Agreement for Reimbursable Services (separate application)

### Required site drawings:

- ☒ Survey of the property
- ☒ Landscape plan
- ☒ Parking plan (including parking computations)
- ☒ Lighting plan (including photo metrics)
- ☒ Proposed location and connection to the sanitary sewer and water mains
- ☒ Drainage plan (if applicable)
- ☒ All building elevations
- ☒ Floor plans

### Other Documents:

- ☒ Plan of operation/proposal
- ☐ Overview of the adjoining lots (including list of parcel identification numbers and names and mailing addresses of the current owners for all properties within 300 feet of the subject property)
- ☒ Electronic submittals are required. Email (or CD ROM) with all plans and submittal materials in Adobe PDF to [planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com).
- ☐ Any additional information as determined by Village staff

## JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

The Plan Commission and Village Board of the Village of Mukwonago will base their decisions on the category standards listed below. It is in the best interest of the applicant to base their presentation on the same applicable set of standards when presenting their petition. Applicant: Please fill out ALL of the questions. Use additional sheets of paper if needed.

- A. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the Village of Mukwonago Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the Village?

ECU will operate as a financial institution. ECU was founded in 1937 so members could borrow + save money at a fair + reasonable rates. Educators started out operating under the guiding principle of not for profit not for charity but for service. That purpose + philosophy remains our foundation + guiding force. Today, along with our mission to help every member achieve his or her financial goals. Members, not profits, come first.

- B. How is the proposed conditional use, in its specific location, in harmony with the purposes, goals, objectives, policies and standards of the Village of Mukwonago Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the Village?

Properties near our location (University State Bank, Culvers + McDonalds) have drive thru operations. Hours of drive thru operations will be 8am to 7pm M-F + 8am to 3pm on Saturday. Vehicles enter + leave drive thru at a slow speed. Most visits to the location will be to process financial transactions such as deposits + withdrawals from their accounts.

- C. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 100-354 (a), (b), and (c)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the Village or other governmental agency having jurisdiction to guide development?

The approval of the Conditional Use Application would allow us to serve existing + new members in the Milwaukee area. FCU does not currently have an office in this area + would like to develop this market to support the purchase of land. Traffic is expected to be low since members will be encouraged to use our many electronic services for their transactions.

- D. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The land will be developed according to the R-3 Community business district intended use and shall be compatible in character with Village atmosphere.

- E. Is the proposed conditional use located in an area that will be adequately served by and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

The proposed facility will not impose an undue burden on public agencies serving the subject property. Chapman Road Blvd is being developed for the purpose of creating growth in the community.

- F. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Sections 100-354 (e)(1) and (2)), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to ameliorate such impacts?

The public benefits of the Conditional use far exceeds any potential adverse impact of the proposed Conditional use. Drive thru transactions will not impact any residential homes. The proposed property will be surrounded by commercial properties and be available for their use along with residential households.



## CERTIFICATION

Applicant hereby certifies that:

1. All of the above statements and other information submitted as part of this application are true and correct to the best of his or her knowledge.
2. Affirms that no Village of Mukwonago elected or appointed official or employee has a proprietary interest in the above referenced property for which this application is being filed (except as stated below under "Exceptions").
3. None of the above referenced individuals has been promised or given any contract for consultation, planning or construction in relation to this project (except as stated below under "Exceptions").
4. Applicant has read and understands all information in this packet.

Applicant further understands the policies of the Village regarding change of zonings and property development. Conditions of the resolution regarding all approvals are strictly followed. Certificates of Occupancy are not given until all conditions of approval have been met.

By the execution of this application, applicant hereby authorizes the Village of Mukwonago or its agents to enter upon the property during the hours of 7:00 am to 7:00 pm daily for the purpose of inspection. Applicant grants this authorization to enter even if this land has been posted against trespassing pursuant to Section 943.13 WI Stats.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature(s) below. If more than one, all of the owners of the property must sign this Application).

  
Signature - Property Owner

Glenn Brusky - VP of Facilities  
Name & Title (PRINT)

1-16-19  
Date

\_\_\_\_\_  
Signature - Applicant

\_\_\_\_\_  
Name & Title (PRINT)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Property Owner

\_\_\_\_\_  
Name & Title (PRINT)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Applicant's Representative

\_\_\_\_\_  
Name & Title (PRINT)

\_\_\_\_\_  
Date

FOR OFFICE USE ONLY			
Date Paid	Receipt #	Date(s) Notice Published	Date Notices Mailed
Public Hearing Date	Plan Commission Date(s)	Village Board Date(s)	Resolution Number
Escrow Required? <input type="checkbox"/> Yes <input type="checkbox"/> No		Escrow Amount	
Plan Commission Disposition			
Village Board Disposition			

**RESOLUTION 2019-015**

**RESOLUTION APPROVING REVISED ARCHITECTURAL REVIEW FOR CONSTRUCTION  
OF A MANUFACTURING FACILITY ON BEHALF OF  
QUERNEMOEN MUKWONAGO, LLC (TRIPLE CROWN PRODUCTS)  
102 WEST BOXHORN DRIVE**

**WHEREAS**, pursuant to Section 100-601 of the Zoning Code, Site Plan and Architectural Review was approved by the Village Board on July 18, 2018 to construct a new manufacturing facility, a permitted use within the M-4, Medium/Heavy Manufacturing District, which application was filed in the office of the Village Clerk, Village of Mukwonago, Wisconsin, and

**WHEREAS**, the application has been submitted by Timothy Quernemoen of Quernemoen Mukwonago, LLC (d/b/a Triple Crown), and

**WHEREAS**, applicant has submitted drawings and information to revise the originally approved exterior colors of the proposed building, and

**WHEREAS**, the revised plans and information have been reviewed and recommended by the Village Plan Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the revised exterior colors for construction of a new manufacturing facility at 102 West Boxhorn Drive, based upon the submittal by the Briohn Building Corporation, on file in the office of the Zoning Administrator.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the applicant, upon the approval of this site plan and architectural review shall agree to accept the same in writing.

Passed and dated this 20<sup>th</sup> day of March 2019.

VILLAGE OF MUKWONAGO

By: \_\_\_\_\_  
Fred Winchowky, Village President

Attest: \_\_\_\_\_  
Judith A. Taubert, Village Clerk-Treasurer

**ACCEPTANCE**

This site plan and architectural review is accepted, and permittee agrees to abide by the terms thereof.

Village of Mukwonago

By: \_\_\_\_\_  
Representative

Quernemoen Mukwonago, LLC

By: \_\_\_\_\_  
Agent

Print Name:\_\_\_\_\_



## Village of Mukwonago

440 River Crest Court, Mukwonago, Wisconsin 53149  
(262) 363-6420 x.2111

### Office of the Village Planner

[www.villageofmukwonago.com](http://www.villageofmukwonago.com)  
[planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com)

March 4, 2019

Fred Winchowky, Village President  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Re: Architectural Review Amendment/Triple Crown in New Business Park  
102 W. Boxhorn Drive

Dear President Winchowky and Members of the Plan Commission:

Timothy Quernemeon of Triple Crown has applied for an amended Architectural Review approval to change the exterior color scheme on its 66,000 square foot industrial facility within the new business park. Site Plan and Architectural Review approval was granted in July 2018. Construction of the building has commenced.

Basically, the four-sided architecture style using pre-cast concrete panels will remain the same except the prior approved colors of brown with dark and light gray, and white, are to be replaced with silver and gray, with the same orange accent. The reason for the change, as I have been informed, is to utilize a color scheme different from the nearby Banker Wire building.

#### Recommendation

Supervisor of inspections Bob Harley and I have reviewed the change of exterior colors and find no objection. Therefore, I recommend approval subject to the new color palate.

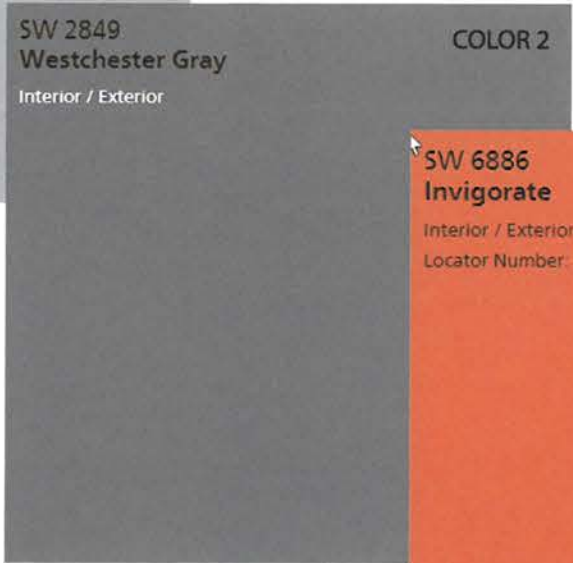
It has been a pleasure assisting the Village with review and recommendation of this proposal. Should any questions arise, please feel free to contact me.

Sincerely,

Bruce S. Kaniewski, AICP  
Village Planner/Zoning Administrator



SW 7649  
**Silverplate**  
Interior / Exterior  
Locator Number: 239-C5



SW 2849  
**Westchester Gray**  
Interior / Exterior



SW 6886  
**Invigorate**  
Interior / Exterior  
Locator Number: 116-C4







10

NEW BUILDING FOR:

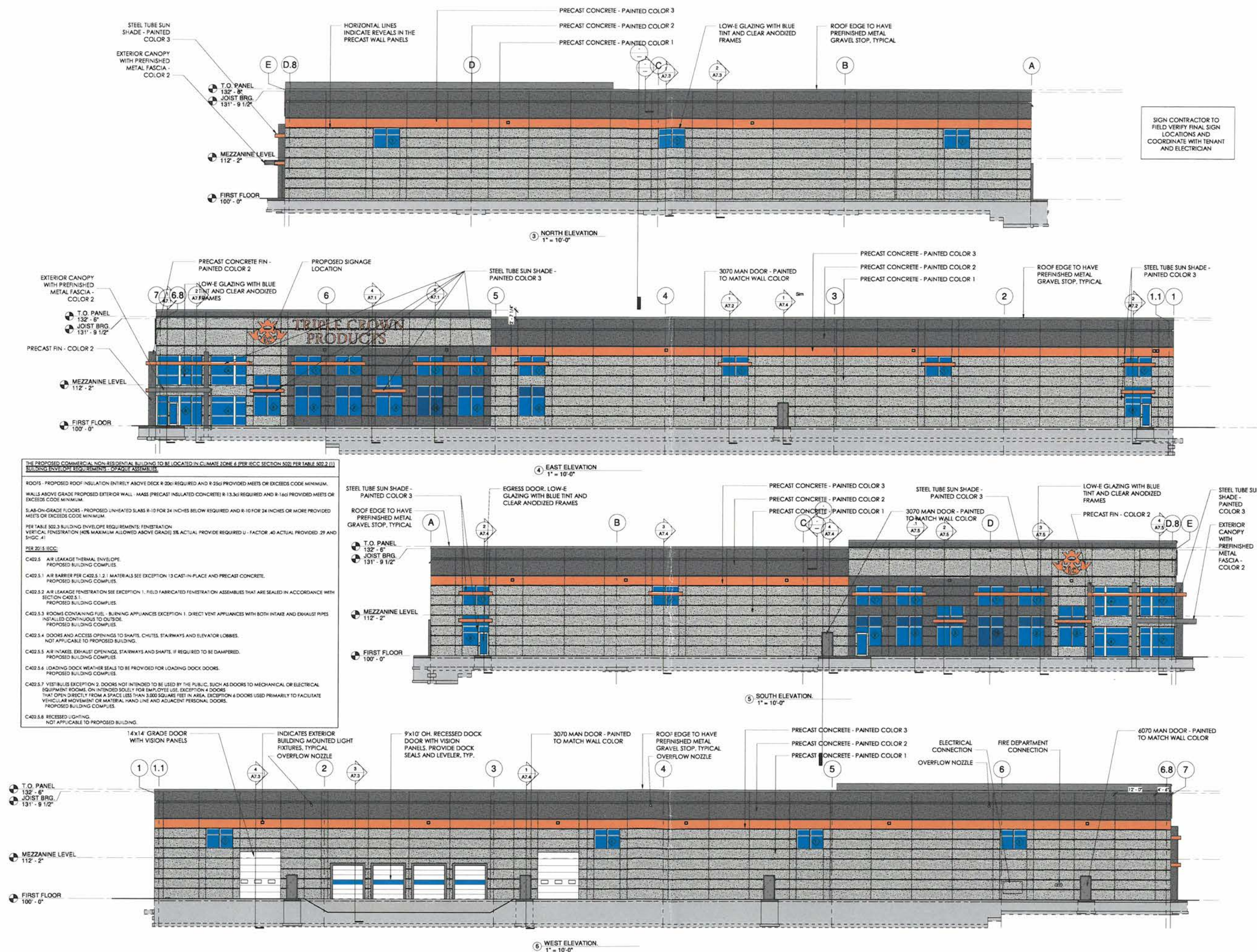
NEW BUILDING FOR:  
TRIPLE CROWN PRODUCTS

HWY 83  
MUKWONAGO, WI

REVISION 1 - 08-22-2018  
EXTERIOR PAINT ALTERATION - 11-14-2018

JOB:	3085
DRAWN:	CW
CHECKED:	CW
DATE:	08-17-18
SHEET:	

## A5.1







\* EXTERIOR PERSPECTIVE LOOKING EAST  
②



\* EXTERIOR PERSPECTIVE LOOKING SOUTHEAST Copy 2  
①

Village of Mukwonago  
440 River Crest Court, P.O. Box 206  
Mukwonago, WI 53149  
Phone: (262) 363-6420  
Fax: (262) 363-6425  
www.villageofmukwonago.com

**VILLAGE OF MUKWONAGO**  
**SITE PLAN, ARCHITECTURAL, AND PLANNED**  
**UNIT DEVELOPMENT (PUD) APPLICATION**  
Application Fee: Below

Date Submitted: 2-25-19  
2-28-19 *AK*

**FEES**

(Please check one)

- ☐ Minor Site Plan (Buildings less than 600 sq. ft.): \$135.00 plus \$.02 per sq. ft.  
☐ Site Plan and/or Architectural Review: \$250.00 plus \$.02 per sq. ft.  
☐ Conceptual Site Plan and/or Architectural Review: \$200.00 plus \$.02 per sq. ft.  
☐ Planned Unit Development (PUD) Review: \$185.00 plus \$25.00/unit  
☒ Resubmittal of or Amendment to Site Plan and/or Architectural Review: \$200.00

**CONTACTS**

**Zoning and Planning Department**  
Contact: Bruce Kaniewski  
Phone: (414) 339-4105  
Fax: (262) 363-6425  
Email: planner@villageofmukwonago.com

**GUIDELINES**

The undersigned petition is to consider a request, as stated herein, for the specified parcel(s) of land and will be reviewed by the Plan Commission and Village Board of the Village of Mukwonago. The application packet must be filed with the Village Clerk at least 30 days prior to the meeting of the Planning Commission at which action is desired. The Plan Commission meets on the second Tuesday of each month at 6:30 p.m.

Materials listed below must be provided to the Village of Mukwonago in accordance with Village Municipal Code Chapter 100 Article IX, Section 100-601(f) and other pertinent sections of Village ordinances, and, as necessary, to permit review that is consistent with proper planning practice. The Village will strive to accommodate reasonable requests for informal preliminary staff review, however the Village shall not place any items on the agenda for Plan Commission consideration until such time as the application is complete in accordance with all requirements specified on this and other attached application forms.

Mail completed applications to: Village Planner  
ATTN: Site Plan/Architectural Plan/Planned Unit Development  
PO Box 206  
Mukwonago, WI 53149  
Deliver to: Village Clerk's Office  
440 River Crest Court  
Email to: planner@villageofmukwonago.com

Complete, accurate and specific information must be entered. Please Print.

**APPLICANT (Full Legal Name)**

Name: TIM QUERNEMOEN  
Company: QUERNEMOEN MUKWONAGO TWO, LLC  
Address: 814 ELA AVENUE City: WATERFORD State: WI Zip: 53185  
Daytime Phone: 800-619-1110 Fax: \_\_\_\_\_  
E-Mail: TIM@TRIPLECROWNPRODUCTS.COM



APPLICANT IS REPRESENTED BY (Full Legal Name)

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

ARCHITECT

Name: CHRISTOPHER WENZLER  
Company: BRIORN DESIGN GROUP  
Address: 3885 BROOKFIELD City: BROOKFIELD State: WI Zip: 53045  
Daytime Phone: 262-790-0500 Fax: \_\_\_\_\_  
E-Mail: CWENZLER@BRIORN.COM

PROFESSIONAL ENGINEER

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

REGISTERED SURVEYOR

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

CONTRACTOR

Name: CART BILICKI  
Company: BRIORN BUILDING CORP.  
Address: 3885 N. BROOKFIELD City: BROOKFIELD State: WI Zip: 53045  
Daytime Phone: 262-790-0500 Fax: \_\_\_\_\_  
E-Mail: CBILICKI@BRIORN.COM



## PROPERTY INFORMATION

Property Owner (s) (if different from applicant): \_\_\_\_\_  
Address: 814 ELA AVENUE City: WATERFORD State: WI Zip: 53185  
Daytime Phone: 800-619-1110 Fax: \_\_\_\_\_  
E-Mail: TIME TRIPLEGRAIN PRODUCTS.COM  
Present Zoning: \_\_\_\_\_ Tax Key No(s): \_\_\_\_\_  
Location/Address: 102 W. BOYHORN DR.  
Present Use: TRIPLE GRAIN PRODUCTS Intended Use: SAME  
OFFICE

## PROCEDURAL CHECKLIST FOR SITE PLAN/ARCHITECTURAL PLAN/PUD REVIEW AND APPROVAL

Submittals for review must include and be accompanied by the following:

### Application:

- ☒ Completed application form including the procedural checklist.
- ☒ Application fee: See page 1.
- ☐ Agreement for Reimbursable Services (separate application).

### Other Documents:

- ☒ Five(5) complete sets of Application and materials, in addition to the original, for Village of Mukwonago review.
  - ☒ Project Summary: Please attach a statement detailing the reasons and background for this request including: details of proposal, services provided, wares sold, plans and hours of operation, number of employees, frequency of customer visits, frequency of deliveries to site, description of any interior/exterior modifications or additions to be made to property, any outside storage (dumpsters, trucks, materials...), number of parking stalls, screening/buffer type, any other information available. **PLEASE EXPLAIN IN DETAIL.**
  - ☒ **Electronic Submittals are required.** Email (or CD ROM) with all plans and submittal materials in Adobe PDF to [planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com).
  - ☐ Any additional information as determined by Village staff.
- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
  - All Site Plan, Architectural, and Planned Unit Development review requests require Plan Commission review and Village Board approval.

# CERTIFICATION

010578

Applicant hereby certifies that:

1. All of the above statements and other information submitted knowledge.
2. Affirms that no Village of Mukwonago elected or appointed c property for which this applications being filed (except as state
3. None of the above referenced individuals has been promise relation to this project (except as stated below under "Exceptio
4. Applicant has read and understands all information in this pack

Applicant further understands the policies of the Village regardin resolution regarding all approvals are strictly followed. Certificates met

By the execution of this application, applicant hereby authorizes t during the hours of 7:00 am to 7:00 pm daily for the purpose of insp has been posted against trespassing pursuant to Section 943.13 WI S:

(The applicant's signature must be from a Managing Member if th business is a corporation. A signed applicant's authorization letter ma property owner's authorization letter may be provided in lieu of the owners of the property must sign this Application).

Signature - Property Owner

Name & Title (PRINT)

Date

Signature - Property Owner

Name & Title (PRINT)

Date

Vendor#:

Balar  
200

Date: 02/21/2019

Job/Description  
3089 Triple Crown

Check#: 10578

Invoice#  
02.22.2019

FOR OFFICE USE

Date Paid 2-28-19	Rec
Plan Commission Date(s) 3-12-19	Villa
Escrow Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Escrow Amount
Plan Commission Disposition	
Village Board Disposition	

BRIORN DESIGN GROUP, LLC



Christopher Wenzler

**From:** Laurie Quernemoen <laurie@shoptriplecrown.com>  
**Sent:** Tuesday, February 19, 2019 7:36 PM  
**To:** Christopher Wenzler  
**Subject:** RE: Exterior Paint Approval

Hi Christopher,

We would like the colors to corelate with this design.

Edit View Window Help  
me Tools postcard-5inx7in[2... Triple Crown - 11-1... x Triple Crown - 11-1...  
| [Icons] 1 / 1 [Icons] 27.8% [Icons]



TRIPLE CROWN PRODUCTS - 11-1-19



TRIPLE CROWN PRODUCTS - 11-1-19

Thanks,

Laurie Quernemoen  
Trade Show Coordinator  
[laurie@triplecrownproducts.com](mailto:laurie@triplecrownproducts.com)

Triple Crown Products  
814 Ela Ave | Waterford | WI | 53185  
p 800.619.1110 | f 262.534.7879  
[www.TripleCrownProducts.com](http://www.TripleCrownProducts.com)

**From:** [Christopher Wenzler](#)  
**Sent:** Tuesday, February 19, 2019 7:24 PM  
**To:** [Laurie Quernemoen](#); [Cary Bilicki](#)  
**Cc:** [Tim Quernemoen](#)  
**Subject:** RE: Exterior Paint Approval

Hi Laurie,

Can you confirm which paint scheme that you would like to proceed with? When referencing the below colors, is the paint scheme per the revised (attached) or the previous design?

Thanks,

**Christopher Wenzler, AIA, NCARB, LEED AP BD+C**  
**Director of Design**  
**Briohn Building Corporation**  
3885 N. Brookfield Road, Suite 200  
Brookfield, Wisconsin 53045  
P: (262) 790-0500  
F: (262) 790-0505  
E: [cwenzler@briohn.com](mailto:cwenzler@briohn.com)  
[www.briohn.com](http://www.briohn.com)



**From:** Laurie Quernemoen <[laurie@shoptriplecrown.com](mailto:laurie@shoptriplecrown.com)>  
**Sent:** Tuesday, February 19, 2019 8:20 AM  
**To:** Christopher Wenzler <[cwenzler@briohn.com](mailto:cwenzler@briohn.com)>; Cary Bilicki <[cbilicki@briohn.com](mailto:cbilicki@briohn.com)>  
**Cc:** Tim Quernemoen <[tim@shoptriplecrown.com](mailto:tim@shoptriplecrown.com)>  
**Subject:** Exterior Paint Approval

Hi Carey & Chris,

We would like to proceed with the updated exterior colors.

I have them as:



SW 2849-Westchester Gray  
SW 7649-Silverplate  
SW 6886-Invigorate

Please let us know what we need to do to finalize this, I believe we have to get board approval.

Thanks,

Laurie Quernemoen  
Trade Show Coordinator  
[laurie@triplecrownproducts.com](mailto:laurie@triplecrownproducts.com)

Triple Crown Products  
814 Ela Ave | Waterford | WI | 53185  
p 800.619.1110 | f 262.534.7879  
[www.TripleCrownProducts.com](http://www.TripleCrownProducts.com)

#### Disclaimer

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This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).