

**Village of Mukwonago  
REGULAR MEETING OF THE  
COMMITTEE OF THE WHOLE  
OF THE VILLAGE BOARD OF TRUSTEES**

Notice of Meeting and Agenda

**Wednesday, April 3, 2019**

Time: **5:30 p.m.**

Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court**

Any items not discussed or acted on at this meeting will be forwarded to a meeting of the Village of Mukwonago Committee of the Whole on **Thursday, April 4, 2019, at 5:30 p.m.**, or a different specified date, located at the Mukwonago Municipal Building/Committee Room, 440 River Crest Court.

The Committee of the Whole has the discretion to take up the items listed below in any order.

1. Call to Order

2. Roll Call

3. Committee of the Whole Business

*Discussion and Possible Action on the Following Item*

A. Approval of minutes for March 6, 2019 regular Committee of the Whole Meeting

4. Committee Reports

*Discussion and Possible Action on the Following Items*

A. Finance Committee

1) Vouchers payable batches

a. Payments batch AP 04-2019-1 - \$503,618.89

b. Payments batch M 03-2019 - \$150,712.05

c. Payments batch LIBAP 3-2019 - \$20,020.50

d. Payments batch US 3-19-2019 - \$16,651.53

e. Payments batch WE 03-2019 - \$48, 833.94

2) February 2019 Monthly Treasury Report, Revenue Guideline, and Expenditure Guideline

*(This report is from Staff to Committee members. No item in the reports shall be discussed or acted on by Committee members unless it is specifically noted on the agenda that discussion may occur and/or action may be taken on that item. If the Committee wishes to discuss an item in the reports, the Committee will direct that item to be placed on the next Committee agenda.)*

B. Judicial Committee

1) Proclamation by the Village President to proclaim April 14<sup>th</sup> – 20<sup>th</sup>, 2019 as National Public Safety Telecommunications Week.

2) Recommendation to the Village Board to adopt **Resolution 2019-016** a resolution to amend the parking limitations for the Village of Mukwonago

C. Public Works Committee

1) 2018 MS4 Annual Report Summary – information only.

2) Recommendation to the Village Board to authorize the Village President to sign the

WE Energies documentation Work Requests #4219927 & #4323985 for installation of street lights in the Tri County Industrial Park for a charge of \$41,362.73 and \$163.24 added to the Village's monthly street lighting charges

- 3) Recommendation to the Village Board to approve the Professional Service Agreement with Wachtel Tree Science, Inc. for \$23,814.00.
- 4) Recommendation to the Village Board to approve Rams Contracting, Ltd. date extension for the placement, compaction and restoration of spoil materials on the remnant 14.3 acres site located east of STH 83 to September 13, 2019 with Change Order #2 for TID #5 Phase 2
- 5) Recommendation to the Village Board to approve the Storm Water Management Practice Maintenance Agreement for the Meadowland Townhomes by Bielinski LLC. for the property known as MUKV 1960999003
- 6) Recommendation to the Village Board to approve the Developers Agreement for the Meadowland Townhomes subject to Village Attorney and Staff approval
- 7) Recommendation to the Village Board to approve the Storm Water Management Practice Maintenance Agreement for the Chapman Farms by Bielinski LLC. for the property known as MUKV 1957997002.
- 8) Recommendation to the Village Board to approve the Developers Agreement for Chapman Farms subject to Attorney and Staff approval.

#### D. Village Attorney

- 1) Recommendation to the Village Board to authorize the Village President to sign the Confirmation of Termination of Right of First Refusal regarding Banker Wire, 600 Perkins Drive.

### 5. 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 COMMITTEE OF THE WHOLE MEETING** **Wednesday, March 6, 2019**

### **Call to Order**

Village President Fred Winchowky called the meeting to order at 5:30 p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

### **Roll Call**

Committee members present: Mark Penzkover, arrived 6:04 p.m.  
Darlene Johnson  
Jay Vermeulen  
Fred Winchowky, Village President  
Jason Wamser  
Jim Decker

Committee member excused: Karl Kettner

Also present: Ron Bittner, Public Works Director  
Mark Blum, Village Attorney  
Diana Doherty, Finance Director  
Rebecca Alonge, Village Engineer  
Dave Brown, Utilities Director  
Jeff Stien, Fire Chief  
John Weidl, Administrator  
Kevin Schmidt, Police Chief  
Linda Gourdoux, Deputy Clerk-Treasurer

### **Committee of the Whole Business**

#### **Minutes**

Motion by Decker/Johnson to approve the amended minutes for February 6, 2019 regular meeting, carried.

### **Committee Reports**

#### **Finance Committee**

##### **Vouchers payable batches**

- a. Payments batch AP 03-2019-1 - \$243,199.80
- b. Payments batch M 02-2019 - \$124,065.91
- c. Payments batch TAXSET2-2019 - \$2,148,536.72
- d. Payments batch TSXOP2-19 - \$7,791.79
- e. Payments batch LIBAP 2/2019 - \$50,133.46
- f. Payments batch US 2-19-2019 - \$26,440.89
- g. Payments batch WE 2-2019 - \$41,409.99

Motion by Decker/Johnson to Recommend the Village Board approve the batches of vouchers payable, carried

**Recommendation to the Village Board for approval 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 Fund**

Motion by Decker/Wamser to Approve 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 Fund; pending the Approval of the Town of Mukwonago with regard to Fire/Ambulance Fund, carried

**Recommendation to the Village Board to approve the Purchase Orders and installation for the Emergency Management Warning Sirens upgrade**

Chief Schmidt gave overview of project

Motion by Decker/Johnson to Approve the Purchase Orders and Installation for the Emergency Management Warning Sirens Upgrade, carried

**Fire Settlement with Town**

Doherty explained the settlement as approved previously by the Board

**Monthly Treasury Report**

The January 2019 monthly Treasury report is on file in the Clerk's Office.

*(This report is from Staff to Committee members. No item in the reports shall be discussed or acted on by Committee members unless it is specifically noted on the agenda that discussion may occur and/or action may be taken on that item. If the Committee wishes to discuss an item in the reports, the Committee will direct that item to be placed on the next Committee agenda.)*

**Health and Recreation Committee**

**Recommend to the Village Board to authorize the Public Works Director to initiate the application process for the WE Energies trail license agreement**

Attorney Blum described his concerns with the License Agreement.

Bittner discussed width of trail 8 or 10 feet. Engineer Alonge will give prices for both 8 and 10 feet.

Motion by Decker/Vermeulen to Authorize the Public Works Director to initiate the application process for the WE Energies trail license agreement at 8 feet wide

Decker, Vermeulen, Winchowky – voted YES, for 8-foot-wide trail; Motion Carried  
Johnson, Wamser – voted NO, for 8-foot-wide trail

**Judicial Committee**

**Recommendation to the Village Board to adopt Ordinance 957 an ordinance to amend Section 70-15 of the Village of Mukwonago Municipal Code regarding reimbursement of fees**

Motion by Decker/Vermuelen to Adopt **Ordinance 957** an Ordinance to Amend Section 70-15 of the Village of Mukwonago Municipal Code Regarding Reimbursement of Fees, carried

**Recommendation to the Village Board to approve the Change of Agent, to Chad Gerbing, for Aldi, Inc. #46, 111 E Wolf Run**

Motion by Johnson/Decker to Approve the Change of Agent, To Chad Gerbing, for Aldi, Inc #46, 111 E Wolf Run, carried

#### **Personnel Committee**

**Recommendation to the Village Board to Approve the Community Planner Job Description and Wage Range of \$71,700 to \$95,985**

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

Item referring to Recommendation to the Village Board to amend Ordinance 957, referencing Community Planner billing has already been done

#### **Public Works Committee**

**Recommendation to the Village Board to approve 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**

Motion by Decker/Johnson to Approve **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, carried

**Recommendation to the Village Board 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**

Motion by Decker/Wamser 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, carried

**Recommendation to the Village Board to adopt Ordinance 959 an ordinance to amend Village of Mukwonago Municipal Code Sections 34-110(d)(2) and 34-111(a)(1) to require phosphorus loading data**

Motion by Decker/Johnson to Adopt **Ordinance 959** an Ordinance to Amend Village of Mukwonago Municipal Code Sections 34-110(d)(2) and 34-111(a)(1), carried

**Recommendation to the Village Board 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 Village Hall**

Motion by Vermeulen/Decker 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 Village Hall, carried

**Kurt Eby from Willkonn Excavating will be addressing the Committees/Board Contesting the liquidated damages that can be withheld**

Consensus of Village Board to authorize Mr. Eby to Speak Out of Order.  
Eby presented his view on notification of Liquidated Damages for \$88,200. Pump builder also made presentation.

**Village Administrator**

**Offered information on the League of Wisconsin Municipalities Workshop 2019 Local Government 101**

**Village Attorney**

**Recommendation to the Village Board to adopt Ordinance 958 an ordinance to amend Sections 2-146, 2-147, 2-148 and 2-149 of the Village Code pertaining to the Downtown Development Committee Ordinance**

Motion by Wamser/Penzover to Adopt Ordinance 958 an Ordinance to Amend Sections 2-146, 2-147, 2-148, and 2-149 of the Village Code Pertaining to the Downtown Development Committee Ordinance with seven voting members; five residents and two non-residents, member of the Historic Preservation Committee, member of Village Plan Commission, member of the Village Board, and the Village Administrator

Decker, Johnson, Vermeulen – NO  
Wamser, Penzkover, Winchowky – YES; MOTION DIES

Motion by Vermeulen/Johnson to Adopt Ordinance 958 an Ordinance to Ament Sections 2-146, 2-147, 2-148, and 2-149 of the Village Code Pertaining to the Downtown Development Committee Ordinance with seven members; five residents and two non-residents, member of the Historic Preservation Committee, member of Village Plan Commission, member of the Village Board, and the Village Administrator, but only Village Residents can vote, carried

**Adjournment**

Meeting adjourned at 7:33 p.m.

Respectfully Submitted,

Linda Gourdoux  
Deputy Clerk-Treasurer

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# VILLAGE OF MUKWONAGO

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## Payments

Current Period: April 2019

Batch Name	AP 04-2019-1	User Dollar Amt	\$503,618.89		
Payments		Computer Dollar Amt	\$503,618.89		
				\$0.00	<b>In Balance</b>
Refer	23133 <u>AMATO FORD</u>	-			
Cash Payment	E 150-5222-5395 Repairs & Maintenance	BUCKLE ASSEMBLY			\$91.31
Invoice	95303 3/13/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$91.31</b>
Refer	23134 <u>BOUND TREE MEDICAL</u>	-			
Cash Payment	E 150-5231-5311 Supplies	NITROMIST			\$156.00
Invoice	83141133 3/14/2019				
Cash Payment	E 150-5231-5311 Supplies	PROCAINAMIDE			\$189.98
Invoice	83143930 3/18/2019				
Cash Payment	E 150-5231-5311 Supplies	ELECTRODES			\$197.16
Invoice	83150177 3/22/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$543.14</b>
Refer	23135 <u>CINTAS</u>	-			
Cash Payment	E 610-6920-6930 Misc General Expenses	LAUNDRY SERVICE			\$38.58
Invoice	4018296531 3/15/2019				
Cash Payment	E 620-8010-8270 Operation Supply/Expen	LAUNDRY SERVICE			\$38.58
Invoice	4018296531 3/15/2019				
Cash Payment	E 100-5323-5311 Supplies	LAUNDRY SERVICE			\$72.18
Invoice	4018296535 3/15/2019				
Cash Payment	E 100-5323-5311 Supplies	LAUNDRY SERVICE			\$74.75
Invoice	4018715721 3/22/2019				
Cash Payment	E 610-6920-6930 Misc General Expenses	LAUNDRY SERVICE			\$38.58
Invoice	4018715712 3/22/2018				
Cash Payment	E 620-8010-8270 Operation Supply/Expen	LAUNDRY SERVICE			\$38.58
Invoice	4018715712 3/22/2019				
Cash Payment	E 100-5323-5311 Supplies	LAUNDRY SERVICE			\$74.75
Invoice	4018715721 3/22/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$376.00</b>
Refer	23136 <u>CIT</u>	-			
Cash Payment	E 610-6920-6921 Office Supplies & Expen	SHARP COPIER			\$88.64
Invoice	33186772 3/4/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$88.64</b>
Refer	23137 <u>CJ &amp; ASSOCIATES, INC</u>	-			
Cash Payment	E 430-5700-5710 Clerk/Treasurer Capital	CARPET INSTALL			\$17,414.00
Invoice	C18270 3/13/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$17,414.00</b>
Refer	23138 <u>CLEAN MATS</u>	-			
Cash Payment	E 100-5160-5219 Professional Services	WALK OFF MATS			\$74.00
Invoice	47051 3/13/2019				
Cash Payment	E 100-5211-5394 Bldg Repairs & Maintena	WALK OFF MATS			\$89.00
Invoice	47052 3/13/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$163.00</b>
Refer	23139 <u>COMPASS MINERALS AMERICA</u>	-			



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## Payments

Current Period: April 2019

Cash Payment	E 100-5347-5311 Supplies	BULK HGWY COURSE W/YPS		\$15,039.57
Invoice	419215	3/1/2019		
Cash Payment	E 100-5347-5311 Supplies	BULK HGWY COURSE W/YPS		\$12,706.98
Invoice	419215	3/1/2019		
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b> \$27,746.55
Refer	23140	<i>CORE &amp; MAIN LP</i>		-
Cash Payment	G 610-134600 T&D Meters	METER READER		\$6,515.34
Invoice	K171753	3/6/2019		
Cash Payment	E 610-6451-6651 Maintenance-Mains	RETURNS		-\$339.28
Invoice	K223072	3/5/2019		
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b> \$6,176.06
Refer	23141	<i>DIGGERS HOTLINE</i>		-
Cash Payment	E 100-5344-5219 Professional Services	JAN 2019		\$12.60
Invoice	190138301	1/31/2019		
Cash Payment	E 610-6920-6923 Outside Services Employ	JAN 2019		\$12.60
Invoice	190138301	1/31/2019		
Cash Payment	E 620-8030-5310 Outside Services	JAN 2019		\$12.61
Invoice	190138301	1/31/2019		
Cash Payment	E 100-5344-5219 Professional Services	FEB 2019		\$61.04
Invoice	190238301	2/28/2019		
Cash Payment	E 610-6920-6923 Outside Services Employ	FEB 2019		\$61.02
Invoice	190238301	2/28/2019		
Cash Payment	E 620-8030-5310 Outside Services	FEB 2019		\$61.02
Invoice	190238301	2/28/2019		
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b> \$220.89
Refer	23142	<i>EMERGENCY MEDICAL PRODUCT</i>		-
Cash Payment	E 150-5231-5311 Supplies	CALCIUM CHLORIDE		\$33.60
Invoice	2057493	3/14/2019		
Cash Payment	E 150-5231-5311 Supplies	ASPIRIN/HOSPIRA LABETALOL & DEXTROSE		\$105.34
Invoice	2058457	3/18/2019		
Cash Payment	E 150-5231-5311 Supplies	AMBO SUPPLIES		\$767.80
Invoice	2059855	3/25/2019		
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b> \$906.74
Refer	23143	<i>FASTENAL COMPANY</i>		-
Cash Payment	E 610-6920-6930 Misc General Expenses	PARTS		\$1.51
Invoice	76120	3/6/2019		
Cash Payment	E 100-5323-5311 Supplies	PARTS		\$16.93
Invoice	76120	3/7/2019		
Cash Payment	E 100-5323-5311 Supplies	PARTS		\$9.61
Invoice	76196	3/11/2019		
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b> \$28.05
Refer	23144	<i>FRIESEMA DAVID</i>		-
Cash Payment	E 150-5221-5346 Clothing Allowance	CLOTH ALLOW		\$298.19
Invoice	22412342	3/17/2019		
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b> \$298.19
Refer	23145	<i>GOURDOUX LINDA</i>		-

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## Payments

Current Period: April 2019

<b>Cash Payment</b>	E 100-5142-5335 Training & Travel	MILEAGE			\$59.27
Invoice	MAR19	3/7/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$59.27
Refer	23146 <i>GRAINGER</i>	-			
<b>Cash Payment</b>	E 610-6210-6625 Maintenance-Pumping	SOLENOID VALVE			\$109.19
Invoice	91099769589	3/8/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$109.19
Refer	23147 <i>JEFFERSON FIRE &amp; SAFETY</i>	-			
<b>Cash Payment</b>	E 150-5222-5395 Repairs & Maintenance	SERV CALL/REG PURGE STEM KIT			\$53.10
Invoice	103555	2/28/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$53.10
Refer	23148 <i>KAESTNER AUTO ELECTRIC</i>	-			
<b>Cash Payment</b>	E 100-5212-5395 Repairs & Maintenance	FUSE BLOCK			\$30.00
Invoice	325525	3/4/2019			
<b>Cash Payment</b>	E 100-5323-5311 Supplies	FUSE BLOCK			\$69.11
Invoice	325525	3/4/2019			
<b>Cash Payment</b>	E 100-5323-5335 Training & Travel	SEMINAR			\$30.00
Invoice	325842	3/11/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$129.11
Refer	23149 <i>LANGE ENTERPRISES</i>	-			
<b>Cash Payment</b>	E 100-5521-5311 Supplies	TRAILER PARKING ONLY SIGNS (6)			\$194.67
Invoice	68400	3/8/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$194.67
Refer	23150 <i>NORTHERN LAKE SERVICE</i>	-			
<b>Cash Payment</b>	E 620-8010-8260 Other Chemicals	SAMPLE COLLECTION			\$138.00
Invoice	351427	3/11/2019			
<b>Cash Payment</b>	E 620-8010-8260 Other Chemicals	SAMPLE COLLECTION			\$138.00
Invoice	351784	3/20/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$276.00
Refer	23151 <i>SHRED-IT USA</i>	-			
<b>Cash Payment</b>	E 100-5142-5219 Professional Services	SHREDDING SERV			\$59.10
Invoice	8126863541	3/15/2019			
<b>Cash Payment</b>	E 100-5211-5394 Bldg Repairs & Maintena	SHREDDING SERV			\$53.50
Invoice	8126863541	3/15/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$112.60
Refer	23152 <i>TAUBERT JUDY</i>	-			
<b>Cash Payment</b>	E 100-5142-5332 Mileage	FEB/MARCH MILEAGE			\$34.22
Invoice	FEB/MARCH	3/25/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$34.22
Refer	23153 <i>USA BLUEBOOK</i>	-			
<b>Cash Payment</b>	E 620-8010-8260 Other Chemicals	PIPET TIP/MOP HEAD			\$145.53
Invoice	841089	3/18/2019			
<b>Cash Payment</b>	E 620-8010-8260 Other Chemicals	BEAKER/CYLINDER			\$48.83
Invoice	842466	3/19/2019			
<b>Cash Payment</b>	E 620-8010-8260 Other Chemicals	CYLINDER			\$36.05
Invoice	843727	3/20/2019			

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## Payments

Current Period: April 2019

Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$230.41</b>
Refer	23154	VERIZON	-		
Cash Payment	E 150-5221-5225 Telephone		02/04-03/03		\$50.10
Invoice	9825440594	3/3/2019			
Cash Payment	E 100-5141-5225 Telephone		02/13-03/12		\$126.04
Invoice	9826098916	3/3/2019			
Cash Payment	E 100-5241-5225 Telephone		02/13-03/12		\$136.08
Invoice	9826098916	3/3/2019			
Cash Payment	E 150-5221-5225 Telephone		02/13-03/12		\$194.84
Invoice	9826098916	3/3/2019			
Cash Payment	E 100-5211-5225 Telephone		02/13-03/12		\$2.72
Invoice	9826098916	3/3/2019			
Cash Payment	E 100-5323-5225 Telephone		02/13-03/12		\$172.75
Invoice	9826098916	3/3/2019			
Cash Payment	E 610-6920-6921 Office Supplies & Expen		02/13-03/12		\$1,429.69
Invoice	9826098916	3/3/2019			
Cash Payment	E 620-8400-8510 Office Supplies & Expen		02/13-03/12		\$1,429.69
Invoice	9826098916	3/3/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$3,541.91</b>
Refer	23155	WAUKESHA COUNTY	-		
Cash Payment	E 100-5660-5352 Stormwater Compliance	PLU4 STORM WATER EDUCATION			\$2,606.02
Invoice	0000022	3/14/2019			
Cash Payment	E 500-5140-5310 Outside Services	PLU4 STORM WATER EDUCATION			\$238.98
Invoice	0000022	3/14/2019			
Cash Payment	E 150-5222-5395 Repairs & Maintenance	EPR1 WAUKESHA RADIO SERV			\$163.09
Invoice	0000068	3/14/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$3,008.09</b>
Refer	23156	WAUKESHA COUNTY EMERGENC	-		
Cash Payment	E 150-5222-5311 Supplies	ID CARDS			\$2.80
Invoice	188	3/14/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$2.80</b>
Refer	23157	WI DEPT OF SAFETY &	-		
Cash Payment	E 100-5241-5399 Other	B HARLEY			\$55.00
Invoice		3/25/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$55.00</b>
Refer	23171	ARCHIVESOCIAL	-		
Cash Payment	E 410-5140-5399 Other	SOCIAL MEDIA ACCOUNTS			\$100.00
Invoice	6035	12/6/2018			
Cash Payment	E 440-5511-5219 Professional Services	SOCIAL MEDIA ACCOUNTS			\$682.28
Invoice	6035	12/6/2018			
Cash Payment	E 150-5221-5219 Professional Services	SOCIAL MEDIA ACCOUNTS			\$341.14
Invoice	6035	12/6/2018			
Cash Payment	E 100-5211-5219 Professional Services	SOCIAL MEDIA ACCOUNTS			\$341.14
Invoice	6035	12/6/2018			
Cash Payment	E 100-5141-5219 Professional Services	SOCIAL MEDIA ACCOUNTS			\$923.44
Invoice	6035	12/6/2018			
Transaction Date	3/26/2019	Citizens	111000	<b>Total</b>	<b>\$2,388.00</b>

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## Payments

Current Period: April 2019

Refer	23172	ARNOLDS ENVIRONMENTAL SER	-				
Cash Payment	E 100-5521-5311	Supplies	CONSTRUCTION UNITS			\$90.00	
Invoice	690589	3/21/2019					
Cash Payment	E 100-5521-5311	Supplies	CONSTRUCTION UNITS			\$96.00	
Invoice	690634	3/22/2019					
Transaction Date	3/26/2019		Citizens	111000	<b>Total</b>	\$186.00	
Refer	23173	ENVIRONMENT CONTROL	-				
Cash Payment	E 100-5160-5219	Professional Services	MONTHLY MAINT			\$530.00	
Invoice	9826-613	4/1/2019					
Transaction Date	3/26/2019		Citizens	111000	<b>Total</b>	\$530.00	
Refer	23174	HAWKINS WATER TREATMENT	-				
Cash Payment	E 610-6300-6631	Chemicals	CHEMICALS			\$2,337.46	
Invoice	4460939	3/14/2019					
Transaction Date	3/26/2019		Citizens	111000	<b>Total</b>	\$2,337.46	
Refer	23175	KARALEWITZ KATHY	-				
Cash Payment	E 100-5142-5219	Professional Services	CLERK TRAINING			\$340.00	
Invoice	2/11-3/24	3/26/2019					
Transaction Date	3/26/2019		Citizens	111000	<b>Total</b>	\$340.00	
Refer	23176	LARK UNIFORM, INC	-				
Cash Payment	E 150-5880-5806	Donated Fund Expenditu	NAMETAGS			\$444.05	
Invoice	28574	3/18/2019					
Cash Payment	E 150-5880-5806	Donated Fund Expenditu	PATCHES			\$78.90	
Invoice	285709	3/15/2019					
Cash Payment	E 150-5880-5806	Donated Fund Expenditu	GOLD BUTTONS/STRIPES			\$206.75	
Invoice	150-5880-5806	3/15/2019					
Transaction Date	3/26/2019		Citizens	111000	<b>Total</b>	\$729.70	
Refer	23177	MORGAN TRAVIS	-				
Cash Payment	E 620-8400-8541	Educational/Training Exp	WASTEWATER CLASS			\$384.42	
Invoice	MARCH19	3/26/2019					
Transaction Date	3/26/2019		Citizens	111000	<b>Total</b>	\$384.42	
Refer	23178	RICOH USA, INC	-				
Cash Payment	E 100-5142-5311	Supplies	APRIL LEASE			\$23.88	
Invoice	31556115	3/15/2019					
Cash Payment	E 150-5221-5311	Supplies	APRIL LEASE			\$22.18	
Invoice	31556115	3/15/2019					
Cash Payment	E 220-5140-5312	Printing	APRIL LEASE			\$1.71	
Invoice	31556115	3/15/2019					
Cash Payment	E 410-5140-5312	Printing	APRIL LEASE			\$3.41	
Invoice	31556115	3/15/2019					
Cash Payment	E 440-5511-5312	Printing	APRIL LEASE			\$8.53	
Invoice	31556115	3/15/2019					
Cash Payment	E 500-5140-5312	Printing	APRIL LEASE			\$1.71	
Invoice	31556115	3/15/2019					
Cash Payment	E 610-6920-6930	Misc General Expenses	APRIL LEASE			\$56.30	
Invoice	31556115	3/15/2019					
Cash Payment	E 620-8400-8560	Misc General Expense	APRIL LEASE			\$52.89	
Invoice	31556115	3/15/2019					

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## Payments

Current Period: April 2019

Transaction Date	3/26/2019	Citizens	111000	Total	\$170.61
Refer	23179	RUEKERT & MIELKE, INC.		-	
Cash Payment	E 100-5335-5219	Professional Services	GENL ENG SERV		\$5,386.23
Invoice	126854	2/15/2019			
Cash Payment	E 100-5660-5219	Professional Services	STORM WATER ORDIN		\$370.50
Invoice	126854	2/15/2019			
Cash Payment	E 100-5344-5219	Professional Services	SPEC UPDATES STORMWATER		\$198.00
Invoice	126854	2/15/2019			
Cash Payment	E 610-6920-6923	Outside Services Employ	WATER UTIL SERV		\$304.00
Invoice	126853	2/15/2019			
Cash Payment	E 620-8400-8520	Outside Services Employ	SEWER UTIL SERV		\$88.50
Invoice	126855	2/15/2019			
Cash Payment	G 100-211425	Developer Escrow	PREMIER WOODS SUBDIVISION		\$162.00
Invoice	126856	2/15/2019	Project D00002		
Cash Payment	G 100-211400	Billable Disbursements	MIDWEST STORAGE		\$716.50
Invoice	126857	2/15/2019			
Cash Payment	E 610-6920-6923	Outside Services Employ	NN RECONSTRUCT		\$168.00
Invoice	126858	2/15/2019	Project W00004		
Cash Payment	E 480-5700-5850	Multi-Use Trail	HOLZ MULTI DESIGN		\$296.88
Invoice	126859	2/15/2019	Project MUT001		
Cash Payment	E 610-6920-6923	Outside Services Employ	GIS ANNUAL SERV WATER		\$699.75
Invoice	126860	2/15/2019			
Cash Payment	E 620-8400-8520	Outside Services Employ	GIS ANNUAL SERV SEWER		\$699.75
Invoice	126860	2/15/2019			
Cash Payment	E 100-5660-5219	Professional Services	GIS ANNUAL SERV DPW		\$210.68
Invoice	126860	2/15/2019			
Cash Payment	E 500-5140-5219	Professional Services	GIS ANNUAL SERV DPW		\$19.32
Invoice	126860	2/15/2019			
Cash Payment	E 100-5241-5219	Professional Services	GIS ANNUAL SERV BI		\$387.00
Invoice	126860	2/15/2019			
Cash Payment	E 100-5632-5219	Professional Services	GIS ANNUAL SERV PLANNER		\$193.50
Invoice	126860	2/15/2019			
Cash Payment	G 100-211400	Billable Disbursements	IDC ADDITION REVIEW		\$2,134.20
Invoice	126861	5/25/3355			
Cash Payment	E 250-5335-5219	Professional Services	SUGDEN CONCEPT DESIGN		\$12,000.00
Invoice	126862	2/15/2019			
Cash Payment	E 250-5335-5219	Professional Services	SUGDEN CONSTR SERV		\$4,362.20
Invoice	126864	2/15/2019			
Cash Payment	E 250-5335-5219	Professional Services	SUGDEN DEV REMAING LOTS		\$540.50
Invoice	126865	2/15/2019			
Cash Payment	E 250-5335-5219	Professional Services	TID 5 PHASE 2 CONSTRUCTION		\$4,662.07
Invoice	126866	2/15/2019			
Cash Payment	G 100-211400	Billable Disbursements	CHAPMAN FARM REVIEW		\$660.00
Invoice	126867	2/15/2019			
Cash Payment	E 100-5335-5219	Professional Services	VERNON BOUNDRY AGREE		\$33.00
Invoice	126868	2/15/2019			
Cash Payment	E 480-5700-5861	Road Resurfacing Projec	2017 ROAD PROGRAM		\$450.00
Invoice	126869	2/15/2019	Project RD0006		
Cash Payment	G 620-000110	WWTF Septage Receiving	WWTF SEPTAGE REC CONSTR ENG		\$4,485.41
Invoice	126870	2/15/2019			

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## Payments

Current Period: April 2019

<b>Cash Payment</b>	G 610-000109 Well Rehab/Generator Proj	WELL 5 IRON FILTER			\$6,343.50
Invoice 126871	2/15/2019				
<b>Cash Payment</b>	E 480-5700-5848 Stormwater Pond Project	PICKnSAVE POND			\$2,826.25
Invoice 126872	2/15/2019				
<b>Cash Payment</b>	E 610-6920-6923 Outside Services Employ	I-43TOWER PAINT RPT			\$17,716.05
Invoice 126873	2/15/2019				
<b>Cash Payment</b>	E 220-5335-5219 Professional Services	DEBACK DRIVE INFRASTURE			\$3,116.50
Invoice 126874	2/15/2019				
<b>Cash Payment</b>	G 100-211425 Developer Escrow	MAPLE CTR DEV			\$2,652.75
Invoice 126875	2/15/2019		Project D00030		
<b>Cash Payment</b>	E 620-8400-8520 Outside Services Employ	WWTF PHOS PLAN ASSIST			\$1,413.25
Invoice 126876	2/15/2019				
<b>Cash Payment</b>	G 100-211425 Developer Escrow	SUPER PROD DEV REVIEW			\$329.20
Invoice 126877	2/15/2019		Project TID504		
<b>Cash Payment</b>	E 480-5700-5399 Other	PAVEMENT REHAB PROGRAM			\$1,080.00
Invoice 126878	2/15/2019		Project PW0001		
<b>Cash Payment</b>	G 100-211400 Billable Disbursements	JIFFY LUBE			\$117.00
Invoice 126879	2/15/2019				
<b>Cash Payment</b>	E 610-6920-6923 Outside Services Employ	2019 SCADA SERV			\$2,136.33
Invoice 126880	2/15/2019				
<b>Cash Payment</b>	E 620-8400-8520 Outside Services Employ	2019 SCADA SERV			\$2,136.33
Invoice 126880	2/15/2019				
<b>Cash Payment</b>	G 100-211425 Developer Escrow	FAIRWINDS PH 5 CONSTR SERV			\$294.00
Invoice 126881	2/15/2019		Project D00007		
<b>Cash Payment</b>	G 100-211425 Developer Escrow	MINOR ESTATES ADD 4 DEV REVIEW			\$396.00
Invoice 126882	2/15/2019		Project D00010		
<b>Cash Payment</b>	G 100-211425 Developer Escrow	FOX ST TOWNHOMES			\$66.00
Invoice 126883	2/15/2019		Project D00026		
<b>Cash Payment</b>	E 200-5335-5219 Professional Services	CHAPMAN SPEC ASSESS			\$4,348.50
Invoice 126885	2/15/2019		Project EDC006		
<b>Cash Payment</b>	E 200-5335-5219 Professional Services	CHAPMAN CONSTR SERV			\$827.86
Invoice 126884	2/15/2019		Project EDC006		
<b>Cash Payment</b>	E 610-6920-6923 Outside Services Employ	CHAPMAN CONSTR SERV			\$125.75
Invoice 126884	2/15/2019		Project EDC006		
<b>Cash Payment</b>	E 620-8400-8520 Outside Services Employ	CHAPMAN CONSTR SERV			\$94.31
Invoice 126884	2/15/2019		Project EDC006		
<b>Cash Payment</b>	G 100-211425 Developer Escrow	PRO HEALTH EXP			\$471.44
Invoice 126886	2/15/2019		Project D00027		
Transaction Date	3/26/2019	Citizens	111000	<b>Total</b>	\$85,719.01
Refer	23180	WERNER ELECTRIC	-		
<b>Cash Payment</b>	E 610-6210-6625 Maintenance-Pumping	ANTENNA (5)			\$359.88
Invoice S5695776.0004	3/21/2019				
<b>Cash Payment</b>	E 620-8020-8320 Maintenance-Lift Station	ANTENNA (5)			\$359.87
Invoice S5695776.0004	3/21/2019				
Transaction Date	3/26/2019	Citizens	111000	<b>Total</b>	\$719.75
Refer	23181	WISCONSIN IMAGING	-		
<b>Cash Payment</b>	E 610-6920-6921 Office Supplies & Expen	COPIES			\$21.01
Invoice AR32964	3/19/2019				
Transaction Date	3/26/2019	Citizens	111000	<b>Total</b>	\$21.01

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## Payments

Current Period: April 2019

Refer	23182	BUTLER ELECTRIC	-			
Cash Payment	E 100-5211-5394	Bldg Repairs & Maintena	ELECTRICAL WORK AT PD			\$2,200.00
Invoice		3/9/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$2,200.00
Refer	23183	CENTURYLINK	-			
Cash Payment	E 100-5211-5225	Telephone	PHONE			\$53.57
Invoice	MARCH19	3/21/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$53.57
Refer	23184	MUSKEGO/CITY OF	-			
Cash Payment	E 100-5211-5219	Professional Services	911 ADMIN FEES			\$13,000.00
Invoice	147400	3/14/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$13,000.00
Refer	23185	DYNAMIC AWARDS	-			
Cash Payment	E 100-5323-5311	Supplies	BANNER			\$40.00
Invoice	15858	3/25/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$40.00
Refer	23186	EWALDS HARTFORD LLC	-			
Cash Payment	E 430-5700-5711	Police Dept Capital Equi	NEW SQUAD #30			\$31,207.00
Invoice	30819	3/26/2019				
Cash Payment	E 430-5700-5711	Police Dept Capital Equi	NEW SQUAD #38			\$31,207.00
Invoice	30820	3/26/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$62,414.00
Refer	23187	GATEWAY TECHNICAL COLLEGE	-			
Cash Payment	E 100-5215-5335	Training & Travel	K HAINES			\$85.00
Invoice	1378520	3/18/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$85.00
Refer	23188	HAAS BADGE & EMBLEMS	-			
Cash Payment	E 100-5212-5311	Supplies	UNIFORM SHOULDER PATCH			\$215.00
Invoice	5126	3/26/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$215.00
Refer	23189	HIPPENMEYER, REILLY	-			
Cash Payment	E 100-5130-5219	Professional Services	MISC MATTERS			\$1,785.00
Invoice	47607	3/27/2019				
Cash Payment	E 150-5221-5219	Professional Services	FIRE DEPT			\$70.00
Invoice	47608	3/27/2019				
Cash Payment	E 100-5130-5219	Professional Services	ORDINANCE/RESOLUTION			\$227.50
Invoice	47609	3/27/2019				
Cash Payment	E 100-5130-5219	Professional Services	CHAMPAN SWMA			\$35.00
Invoice	47610	3/27/2019				
Cash Payment	G 100-211400	Billable Disbursements	TOUCHPAD ELECTRONIC			\$87.50
Invoice	47611	3/27/2019				
Cash Payment	E 100-5130-5219	Professional Services	PROSECUTION			\$150.00
Invoice	47612	3/27/2019				
Transaction Date	3/27/2019		Citizens	111000	<b>Total</b>	\$2,355.00
Refer	23190	KEY BENEFIT CONCEPTS	-			



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Payments

Current Period: April 2019

Cash Payment	E 100-5141-5219 Professional Services	GASB 74/75 REQUIRED STUDY		\$1,900.00
Invoice	2260322	3/18/2019		
Cash Payment	E 610-6920-6923 Outside Services Employ	GASB 74/75 REQUIRED STUDY		\$950.00
Invoice	2260322	3/18/2019		
Cash Payment	E 620-8400-8520 Outside Services Employ	GASB 74/75 REQUIRED STUDY		\$950.00
Invoice	2260322	3/18/2019		
Transaction Date	3/27/2019	Citizens	111000	<b>Total</b> \$3,800.00
Refer	23191 KIESLERS POLICE SUPPLY	-		
Cash Payment	E 100-5215-5311 Supplies	AMMUNITION		\$724.44
Invoice	105789	3/21/2019		
Transaction Date	3/27/2019	Citizens	111000	<b>Total</b> \$724.44
Refer	23192 PAL STEEL COMPANY	-		
Cash Payment	E 100-5212-5395 Repairs & Maintenance	LUMBER		\$78.00
Invoice	59915	3/13/2019		
Transaction Date	3/27/2019	Citizens	111000	<b>Total</b> \$78.00
Refer	23194 RAMS CONTRACTING, LTD	-		
Cash Payment	E 250-5700-5762 Wastewater Capital Exp	TID 5 PHASE 2		\$185,124.95
Invoice	PYMT3	3/20/2019	Project TID500	
Cash Payment	E 250-5700-5761 Water Capital Exp	TID 5 PHASE 2		\$22,446.77
Invoice	PYMT3	3/20/2019	Project TID500	
Transaction Date	3/27/2019	Citizens	111000	<b>Total</b> \$207,571.72
Refer	23195 TOWN OF MUKWONAGO	-		
Cash Payment	G 150-244100 Due to Town of Mukwonago	2018 FIRE SETTLEMENT		\$27,679.09
Invoice	2018	3/27/2019		
Transaction Date	3/28/2019	Citizens	111000	<b>Total</b> \$27,679.09
Refer	23196 UNIFI EQUIPMENT FINANCE, INC.	-		
Cash Payment	E 100-5211-5219 Professional Services	COLOR COPIER		\$139.08
Invoice	482502	3/21/2019		
Transaction Date	3/28/2019	Citizens	111000	<b>Total</b> \$139.08
Refer	23197 VILLAGE OF MUKWONAGO	-		
Cash Payment	G 150-250032 Due to Fire Dept Designate	2018 FIRE SETTLEMENT		\$27,679.09
Invoice	2018	3/27/2019		
Transaction Date	3/28/2019	Citizens	111000	<b>Total</b> \$27,679.09
Refer	23198 WAUKESHA CTY DPW	-		
Cash Payment	E 480-5700-5848 Stormwater Pond Project	TEMP DRIVEWAY		\$200.00
Invoice	NN/83	3/22/2019		
Transaction Date	3/28/2019	Citizens	111000	<b>Total</b> \$200.00



Payments

Current Period: April 2019

Fund Summary

	111000 Citizens
100 GENERAL FUND	\$69,702.44
150 FIRE/AMBULANCE FUND	\$58,824.51
200 COMMUNITY DEVELOPMENT FUND	\$5,176.36
220 TID#3 - GENERAL	\$3,118.21
250 TID #5	\$229,136.49
410 RECYCLING FUND	\$103.41
430 CAPITAL EQUIPMENT FUND	\$79,828.00
440 LIBRARY FUND	\$690.81
480 CAPITAL IMPROVEMENT FUND	\$4,853.13
500 STORM WATER UTILITY	\$260.01
610 WATER UTILITY FUND	\$39,173.90
620 SEWER UTILITY FUND	\$12,751.62
	<hr/>
	\$503,618.89

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$503,618.89
Total	<hr/>
	\$503,618.89

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## Payments

Current Period: March 2019

Batch Name	M 3-2019	User Dollar Amt	\$150,712.05
Payments		Computer Dollar Amt	\$150,712.05
			\$0.00 <b>In Balance</b>
Refer	23086 <u>WALWORTH COUNTY CHIEFS</u>	Ck# 027003	3/4/2019
Cash Payment	E 100-5211-5324 Membership Dues	2 YR POLICE CHIEF DUES	\$100.00
Invoice	2019-2021 3/4/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$100.00</b>
Refer	23087 <u>WILCHER ROBERT</u>	Ck# 027004	3/4/2019
Cash Payment	G 100-233000 Police & Court Receipts	REFUND CITATIONS PD	\$1,091.95
Invoice	3/4/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$1,091.95</b>
Refer	23088 <u>ROEHL REBECCA</u>	Ck# 027005	3/4/2019
Cash Payment	G 100-233000 Police & Court Receipts	FELSKI CIT DD8044NQPG	\$274.32
Invoice	3/4/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$274.32</b>
Refer	23089 <u>SMITH JEFFREY OR LISA</u>	Ck# 027006	3/4/2019
Cash Payment	G 100-233000 Police & Court Receipts	KOUTNIK DD8009V905	\$25.00
Invoice	3/4/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$25.00</b>
Refer	23090 <u>VANTAGEPOINT TRANSFER AGEN</u>	Ck# 027008	3/6/2019
Cash Payment	G 100-215250 Deferred Compensation	ICMA DEDUCTION	\$2,323.16
Invoice	PD03082019 3/8/2019		
Cash Payment	G 440-215250 Deferred Compensation	ICMA DEDUCTION	\$448.22
Invoice	PD03082019 3/8/2019		
Cash Payment	G 610-215250 Deferred Compensation	ICMA DEDUCTION	\$289.58
Invoice	PD03082019 3/8/2019		
Cash Payment	G 620-215250 Deferred Compensation	ICMA DEDUCTION	\$293.23
Invoice	PD03082019 3/8/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$3,354.19</b>
Refer	23091 <u>GREAT WEST RETIREMENT SERV</u>	Ck# 006280	3/8/2019
Cash Payment	G 100-215250 Deferred Compensation	457 DED 03082019	\$619.82
Invoice	PD03082019 3/8/2019		
Cash Payment	G 150-215250 Deferred Compensation	457 DED 03082019	\$115.00
Invoice	PD03082019 3/8/2019		
Cash Payment	G 440-215250 Deferred Compensation	457 DED 03082019	\$1.18
Invoice	PD03082019 3/8/2019		
Cash Payment	G 610-215250 Deferred Compensation	457 DED 03082019	\$100.00
Invoice	PD03082019 3/8/2019		
Cash Payment	G 620-215250 Deferred Compensation	457 DED 03082019	\$100.00
Invoice	PD03082019 3/8/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$936.00</b>
Refer	23092 <u>VOIGHT AARON</u>	Ck# 027077	3/8/2019
Cash Payment	G 100-233000 Police & Court Receipts	CIT BB024747-2	\$86.20
Invoice	3/8/2019		
Transaction Date	3/15/2019	Citizens 111000	<b>Total \$86.20</b>
Refer	23093 <u>WI DEPT OF REVENUE COLLECTI</u>	Ck# 006281	3/11/2019

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## Payments

Current Period: March 2019

Cash Payment	E 220-5140-5399 Other	2019 ANNUAL ADMIN FEE		\$150.00
Invoice	3/11/2019			
Cash Payment	E 240-5140-5399 Other	2019 ANNUAL ADMIN FEE		\$150.00
Invoice	3/11/2019			
Cash Payment	E 250-5140-5399 Other	2019 ANNUAL ADMIN FEE		\$150.00
Invoice	3/11/2019			
Transaction Date	3/15/2019	Citizens	111000	<b>Total</b> \$450.00
Refer	23094 VILLAGE OF MUKWONAGO MRA	Ck# 027078	3/14/2019	
Cash Payment	G 100-216000 Medical Reimbursement Off	REPLENISH MRA ACCT		\$20,000.00
Invoice	3/14/2019			
Transaction Date	3/15/2019	Citizens	111000	<b>Total</b> \$20,000.00
Refer	23101 NEW BERLIN MUNICIPAL COURT	Ck# 027082	3/18/2019	
Cash Payment	G 100-233200 Reimburse Warrants/Partial	VOGAL, NOAH BB1953696		\$124.00
Invoice	1953696	3/18/2019		
Transaction Date	3/20/2019	Citizens	111000	<b>Total</b> \$124.00
Refer	23102 PALMYRA CLERK OF COURTS	Ck# 027083	3/20/2019	
Cash Payment	G 100-233200 Reimburse Warrants/Partial	PENNINGTON, C DOB 03231982		\$124.00
Invoice	2663220	3/20/2019		
Transaction Date	3/20/2019	Citizens	111000	<b>Total</b> \$124.00
Refer	23103 EMPLOYEE TRUST FUNDS	Ck# 006282	3/19/2019	
Cash Payment	G 100-215300 Health Insurance Payable	MARCH 2019 HEALTH INS		\$45,518.03
Invoice	MARCH2019	3/19/2019		
Cash Payment	G 150-215300 Health Insurance Payable	MARCH 2019 HEALTH INS		\$6,947.00
Invoice	MARCH2019	3/19/2019		
Cash Payment	G 440-215300 Health Insurance Payable	MARCH 2019 HEALTH INS		\$6,340.98
Invoice	MARCH2019	3/19/2019		
Cash Payment	G 500-215300 Health Insurance Payable	MARCH 2019 HEALTH INS		\$177.51
Invoice	MARCH2019	3/19/2019		
Cash Payment	G 610-215300 Health Insurance Payable	MARCH 2019 HEALTH INS		\$3,571.49
Invoice	MARCH2019	3/19/2019		
Cash Payment	G 620-215300 Health Insurance Payable	MARCH 2019 HEALTH INS		\$4,653.29
Invoice	MARCH2019	3/19/2019		
Transaction Date	3/20/2019	Citizens	111000	<b>Total</b> \$67,208.30
Refer	23104 GREAT WEST RETIREMENT SERV	Ck# 006283	3/15/2019	
Cash Payment	G 100-215250 Deferred Compensation	PD 03222019 GREAT WEST DED		\$616.38
Invoice	PD03222019	3/15/2019		
Cash Payment	G 150-215250 Deferred Compensation	PD 03222019 GREAT WEST DED		\$117.31
Invoice	PD03222019	3/15/2019		
Cash Payment	G 440-215250 Deferred Compensation	PD 03222019 GREAT WEST DED		\$2.31
Invoice	PD03222019	3/15/2019		
Cash Payment	G 610-215250 Deferred Compensation	PD 03222019 GREAT WEST DED		\$100.00
Invoice	PD03222019	3/15/2019		
Cash Payment	G 620-215250 Deferred Compensation	PD 03222019 GREAT WEST DED		\$100.00
Invoice	PD03222019	3/15/2019		
Transaction Date	3/20/2019	Citizens	111000	<b>Total</b> \$936.00
Refer	23105 PAYROLLDATA.COM	Ck# 006284	3/20/2019	

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## Payments

Current Period: March 2019

Cash Payment	E 100-5142-5399 Other	MARCH 2019 PAYROLL CHARGES	\$508.53
Invoice	MARCH2019 3/20/2019		
Cash Payment	E 150-5221-5219 Professional Services	MARCH 2019 PAYROLL CHARGES	\$258.46
Invoice	MARCH2019 3/20/2019		
Cash Payment	E 440-5511-5399 Other	MARCH 2019 PAYROLL CHARGES	\$265.22
Invoice	MARCH2019 3/20/2019		
Cash Payment	E 610-6920-6930 Misc General Expenses	MARCH 2019 PAYROLL CHARGES	\$238.19
Invoice	MARCH2019 3/20/2019		
Cash Payment	E 620-8400-8560 Misc General Expense	MARCH 2019 PAYROLL CHARGES	\$231.43
Invoice	MARCH2019 3/20/2019		
Transaction Date	3/20/2019	Citizens 111000	<b>Total</b> \$1,501.83
Refer	23106 MINNESOTA LIFE INSURANCE	Ck# 027084 3/20/2019	
Cash Payment	G 100-215301 Life Insurance Payable	APRIL 2019 LIFE INS	\$1,154.19
Invoice	APRIL2019 3/20/2019		
Cash Payment	G 150-215301 Life Insurance Payable	APRIL 2019 LIFE INS	\$87.79
Invoice	APRIL2019 3/20/2019		
Cash Payment	G 440-215301 Life Insurance Payable	APRIL 2019 LIFE INS	\$164.14
Invoice	APRIL2019 3/20/2019		
Cash Payment	G 610-215301 Life Insurance Payable	APRIL 2019 LIFE INS	\$111.53
Invoice	APRIL2019 3/20/2019		
Cash Payment	G 620-215301 Life Insurance Payable	APRIL 2019 LIFE INS	\$60.90
Invoice	APRIL2019 3/20/2019		
Transaction Date	3/20/2019	Citizens 111000	<b>Total</b> \$1,578.55
Refer	23107 VANTAGEPOINT TRANSFER AGEN	Ck# 027085 3/22/2019	
Cash Payment	G 100-215250 Deferred Compensation	PD 03222019 ICMA DED	\$2,182.77
Invoice	PD03222019 3/22/2019		
Cash Payment	G 150-215250 Deferred Compensation	PD 03222019 ICMA DED	\$1.17
Invoice	PD03222019 3/22/2019		
Cash Payment	G 440-215250 Deferred Compensation	PD 03222019 ICMA DED	\$447.39
Invoice	PD03222019 3/22/2019		
Cash Payment	G 500-215250 Deferred Compensation	PD 03222019 ICMA DED	\$13.89
Invoice	PD03222019 3/22/2019		
Cash Payment	G 610-215250 Deferred Compensation	PD 03222019 ICMA DED	\$245.79
Invoice	PD03222019 3/22/2019		
Cash Payment	G 620-215250 Deferred Compensation	PD 03222019 ICMA DED	\$301.81
Invoice	PD03222019 3/22/2019		
Transaction Date	3/20/2019	Citizens 111000	<b>Total</b> \$3,192.82
Refer	23158 JOY ROBERT	Ck# 027165 3/21/2019	
Cash Payment	G 150-130450 Ebix Ambulance Receivable	INSURANCE PAID	\$106.60
Invoice	MFD5583 3/21/2019		
Transaction Date	3/25/2019	Citizens 111000	<b>Total</b> \$106.60
Refer	23159 HANSON MICHAEL	Ck# 027166 3/21/2019	
Cash Payment	G 150-130450 Ebix Ambulance Receivable	INSURANCE PAID	\$16.76
Invoice	MFD1908 3/21/2019		
Transaction Date	3/25/2019	Citizens 111000	<b>Total</b> \$16.76
Refer	23160 WAUKESHA SHERIFF	Ck# 027167 3/21/2019	
Cash Payment	G 100-233200 Reimburse Warrants/Partial	LEE NICHOLAS 12/13/1980	\$360.00
Invoice	W10681200 3/21/2019		

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## Payments

Current Period: March 2019

Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$360.00</b>
Refer	23161	<u>MUKWONAGO PROFESSIONAL PO</u>	<u>Ck# 027194 3/29/2019</u>		
Cash Payment	G 100-215500	Union Dues Payable	MARCH UNION DUES		\$520.00
Invoice	MARCH19	3/29/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$520.00</b>
Refer	23162	<u>MUKWONAGO PROFESSIONAL FI</u>	<u>Ck# 027195 3/29/2019</u>		
Cash Payment	G 150-215500	Union Dues Payable	MARCH UNION DUES		\$265.00
Invoice	MARCH19	3/29/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$265.00</b>
Refer	23163	<u>VILLAGE OF MUKWONAGO MRA</u>	<u>Ck# 027196 3/29/2019</u>		
Cash Payment	G 100-215300	Health Insurance Payable	MARCH HEALTH DED		\$1,569.34
Invoice	MARCH19	3/29/2019			
Cash Payment	G 150-215350	Flexible Spending Contributi	MARCH HEALTH DED		\$280.78
Invoice	MARCH19	3/29/2019			
Cash Payment	G 440-215350	Flexible Spending Contributi	MARCH HEALTH DED		\$71.09
Invoice	MARCH19	3/29/2019			
Cash Payment	G 620-215350	Flexible Spending Contributi	MARCH HEALTH DED		\$2.61
Invoice	MARCH19	3/29/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$1,923.82</b>
Refer	23164	<u>AFLAC</u>	<u>Ck# 027197 3/25/2019</u>		
Cash Payment	G 100-215302	Supplemental Insurance Pa	MARCH 2019		\$355.16
Invoice	860450	3/25/2019			
Cash Payment	G 150-215302	Supplemental Insurance Pa	MARCH 2019		\$249.50
Invoice	860450	3/25/2019			
Cash Payment	G 610-215302	Supplemental Insurance Pa	MARCH 2019		\$50.74
Invoice	860450	3/25/2019			
Cash Payment	G 620-215302	Supplemental Insurance Pa	MARCH 2019		\$50.76
Invoice	860450	3/25/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$706.16</b>
Refer	23165	<u>WI RETIREMENT SYSTEM</u>	<u>Ck# 006285 3/29/2019</u>		
Cash Payment	G 100-215200	Retirement	FEB 2019 RETIREMENT		\$26,813.58
Invoice	FEB2019	3/29/2019			
Cash Payment	G 150-215200	Retirement	FEB 2019 RETIREMENT		\$6,507.70
Invoice	FEB2019	3/29/2019			
Cash Payment	G 440-215200	Retirement	FEB 2019 RETIREMENT		\$4,956.52
Invoice	FEB2019	3/29/2019			
Cash Payment	G 610-215200	Retirement	FEB 2019 RETIREMENT		\$1,603.42
Invoice	FEB2019	3/29/2019			
Cash Payment	G 620-215200	Retirement	FEB 2019 RETIREMENT		\$1,880.30
Invoice	FEB2019	3/29/2019			
Cash Payment	G 100-215200	Retirement	FEB 2019 RETIREMENT		-\$0.11
Invoice	FEB2019	3/29/2019			
Cash Payment	G 100-215200	Retirement	FEB 2019 RETIREMENT		-\$9.62
Invoice	FEB2019	3/29/2019			
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	<b>\$41,751.79</b>
Refer	23166	<u>W C T C</u>	<u>Ck# 027079 3/15/2019</u>		

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## Payments

Current Period: March 2019

<b>Cash Payment</b>					
G 100-211400 Billable Disbursements	DNR PILT 2018				\$65.92
Invoice	3/15/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$65.92
Refer	23167 MUKWONAGO AREA SCHOOLS	Ck# 027080	3/15/2019		
<b>Cash Payment</b>					
G 100-211400 Billable Disbursements	DNR PILT 2018				\$1,448.43
Invoice	3/15/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$1,448.43
Refer	23168 WAUKESHA CTY TREASURER	Ck# 027081	3/15/2019		
<b>Cash Payment</b>					
G 100-211400 Billable Disbursements	DNR PILT 2018				\$344.17
Invoice	3/15/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$344.17
Refer	23169 GREAT AMERICAN FINANCIAL	Ck# 027193	3/22/2019		
<b>Cash Payment</b>					
G 720-121100 Overpayment/Refund of Tax	PERS PROPERTY O/P				\$83.64
Invoice G007	3/22/2019				
Transaction Date	3/25/2019	Citizens	111000	<b>Total</b>	\$83.64
Refer	23170 CITY OF GREENFIELD	Ck# 027198	3/25/2019		
<b>Cash Payment</b>					
G 100-233200 Reimburse Warrants/Partial	JOHN GIL 07/17/1973				\$136.60
Invoice 172898	3/25/2019				
Transaction Date	3/26/2019	Citizens	111000	<b>Total</b>	\$136.60
Refer	23199 HASLER MAILING SOLUTIONS	Ck# 006286	3/26/2019		
<b>Cash Payment</b>					
E 100-5142-5315 Postage	POSTAGE				\$2,000.00
Invoice MARCH	3/26/2019				
Transaction Date	3/28/2019	Citizens	111000	<b>Total</b>	\$2,000.00

### Fund Summary

	111000 Citizens
100 GENERAL FUND	\$108,351.82
150 FIRE/AMBULANCE FUND	\$14,953.07
220 TID#3 - GENERAL	\$150.00
240 TID#4	\$150.00
250 TID #5	\$150.00
440 LIBRARY FUND	\$12,697.05
500 STORM WATER UTILITY	\$191.40
610 WATER UTILITY FUND	\$6,310.74
620 SEWER UTILITY FUND	\$7,674.33
720 TAX ESCROW AGENCY FUND	\$83.64
	\$150,712.05

Pre-Written Checks	\$150,712.05
Checks to be Generated by the Computer	\$0.00
<b>Total</b>	<b>\$150,712.05</b>

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## Payments

Current Period: March 2019

Batch Name	LibAP 3-2019	User Dollar Amt	\$20,020.50		
	Payments	Computer Dollar Amt	\$20,020.50		
				\$0.00	<b>In Balance</b>
Refer	23108 <i>AMERICA AQUARIA</i>	-			
Cash Payment	E 440-5511-5310 Outside Services	OUTSIDE SERVICES			\$85.00
Invoice	21673 3/13/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$85.00
Refer	23109 <i>BAIRD HOLLY</i>	-			
Cash Payment	E 440-5511-5331 Programming	GARDENING CLASSES			\$146.00
Invoice	8118 3/20/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$146.00
Refer	23110 <i>BAKER &amp; TAYLOR ENTERTAINME</i>	-			
Cash Payment	E 440-5700-5328 Books	BOOKS			\$4,542.01
Invoice	FEB/MAR 2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$4,542.01
Refer	23111 <i>BRIDGES LIBRARY SYSTEM</i>	-			
Cash Payment	E 440-5511-5327 Newspapers	NEWSPAPERS			\$624.00
Invoice	2019-00000172 2/28/2019				
Cash Payment	E 440-5511-5311 Supplies	Supplies			\$137.84
Invoice	2019-00000195 2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$761.84
Refer	23112 <i>BRODART</i>	-			
Cash Payment	E 440-5700-5328 Books	BOOKS			\$1,569.08
Invoice	FEB/MAR 2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$1,569.08
Refer	23113 <i>CENTER POINT LARGE PRINT</i>	-			
Cash Payment	E 440-5700-5328 Books	BOOKS			\$81.11
Invoice	1664238 3/15/2019				
Cash Payment	E 440-5700-5328 Books	BOOKS			\$132.15
Invoice	1669583 2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$213.26
Refer	23114 <i>CLEAN MATS</i>	-			
Cash Payment	E 440-5511-5311 Supplies	Supplies			\$78.00
Invoice	47071 3/18/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$78.00
Refer	23115 <i>DEMCO SOFTWARE</i>	-			
Cash Payment	E 440-5511-5220 Contractual Services	SERVICES			\$306.60
Invoice	INV00009240 3/13/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$306.60
Refer	23116 <i>DEMCO</i>	-			
Cash Payment	E 440-5511-5311 Supplies	Supplies			\$135.72
Invoice	6543794 2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$135.72
Refer	23117 <i>FRISCH LAURA</i>	-			

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## Payments

Current Period: March 2019

<b>Cash Payment</b>	E 440-5511-5332 Mileage	MILEAGE			\$31.03
Invoice FEB	3/13/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$31.03
Refer	23118 <i>GALE/CENGAGE LEARNING</i>	-			
<b>Cash Payment</b>	E 440-5700-5328 Books	BOOKS			\$367.99
Invoice 66639951	2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$367.99
Refer	23119 <i>GRUNAU</i>	-			
<b>Cash Payment</b>	E 440-5511-5395 Repairs & Maintenance	REPAIRS/MAINT			\$320.00
Invoice 417275	3/8/2019				
<b>Cash Payment</b>	E 440-5511-5395 Repairs & Maintenance	REPAIRS/MAINT			\$244.50
Invoice 417356	3/5/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$564.50
Refer	23120 <i>MARTENS PLBG &amp; HTG INC</i>	-			
<b>Cash Payment</b>	E 440-5511-5395 Repairs & Maintenance	REPAIRS/MAINT			\$349.70
Invoice 49074	2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$349.70
Refer	23121 <i>MIDWEST TAPE</i>	-			
<b>Cash Payment</b>	E 440-5700-5329 AV Material	AV MATERIAL			\$36.99
Invoice 97043426	3/13/2019				
<b>Cash Payment</b>	E 440-5700-5329 AV Material	AV MATERIAL			\$409.88
Invoice 97104650	3/15/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$446.87
Refer	23122 <i>MUELLER AMY</i>	-			
<b>Cash Payment</b>	E 440-5511-5331 Programming	SHAKE RATTLE ROLL PROG			\$100.00
Invoice 32019	3/7/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$100.00
Refer	23123 <i>OFFICE COPYING EQUIPMENT</i>	-			
<b>Cash Payment</b>	E 440-5511-5310 Outside Services	OUTSIDE SERVICES			\$430.55
Invoice AR80228	3/18/2019				
<b>Cash Payment</b>	E 440-5511-5311 Supplies	Supplies			\$11.68
Invoice AR79266	3/6/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$442.23
Refer	23124 <i>OPTIMIST THEATER</i>	-			
<b>Cash Payment</b>	E 440-5511-5331 Programming	SHAKESPEARE			\$350.00
Invoice 8119	3/20/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	\$350.00
Refer	23125 <i>QUILL CORPORATION</i>	-			
<b>Cash Payment</b>	E 440-5511-5311 Supplies	COPY PAPER			\$61.98
Invoice 5176710	2/28/2019				
<b>Cash Payment</b>	E 440-5511-5311 Supplies	CLEANNG SUPPLIES			\$291.32
Invoice 5574265	3/13/2019				
<b>Cash Payment</b>	E 440-5511-5311 Supplies	Supplies			\$92.63
Invoice 5686875	3/15/2019				
<b>Cash Payment</b>	E 440-5511-5311 Supplies	Supplies			\$45.36
Invoice 5705686	3/15/2019				



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Payments

Current Period: March 2019

Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$491.29</b>
Refer	23126 TAYLOR COMPUTER SERVICES,IN	-			
Cash Payment	E 440-5511-5395 Repairs & Maintenance	REPAIRS/MAINT			\$3,132.75
Invoice	18692 2/28/2019				
Cash Payment	E 440-5511-5395 Repairs & Maintenance	REPAIRS/MAINT			\$1,443.10
Invoice	18693 2/28/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$4,575.85</b>
Refer	23127 TEHAN RHIANA	-			
Cash Payment	E 440-5511-5331 Programming	REIKI CLASS			\$100.00
Invoice	31211 3/7/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$100.00</b>
Refer	23128 THE APPOINTED HOUSEWIFE	-			
Cash Payment	E 440-5511-5310 Outside Services	CLEANING SERVICES			\$870.00
Invoice	FEB/MAR 3/31/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$870.00</b>
Refer	23129 UNIQUE MANAGEMENT	-			
Cash Payment	E 440-5511-5310 Outside Services	OUTSIDE SERVICES			\$8.95
Invoice	501852 3/13/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$8.95</b>
Refer	23130 VERNON LIBRARY SUPPLIES	-			
Cash Payment	E 440-5511-5311 Supplies	Supplies			\$56.58
Invoice	0095048-IN 3/13/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$56.58</b>
Refer	23131 WILS	-			
Cash Payment	E 440-5511-5344 Shared County Database	SHARED COUNTY DATABASE			\$2,648.00
Invoice	490222 3/22/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$2,648.00</b>
Refer	23132 WUWM UNDERWRITING	-			
Cash Payment	E 440-5890-5806 Donated Fund Expenditu	ADVERTISING-CULTURAL SHOWCASE			\$780.00
Invoice	IN-119029963 3/7/2019				
Transaction Date	3/22/2019	Citizens	111000	<b>Total</b>	<b>\$780.00</b>

Fund Summary

	111000 Citizens
440 LIBRARY FUND	\$20,020.50
	<u>\$20,020.50</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$20,020.50
<b>Total</b>	<b>\$20,020.50</b>

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## Payments

Current Period: March 2019

Batch Name	US 3-18-2019	User Dollar Amt	\$16,651.53
Payments		Computer Dollar Amt	\$16,651.53
			\$0.00 <b>In Balance</b>
Refer	23100 US BANK	Ck# 006287	3/28/2019
Cash Payment	E 100-5141-5311 Supplies	OFFICE SUPPLIES	\$30.04
Invoice	FEB2380 2/18/2019		
Cash Payment	E 100-5141-5335 Training & Travel	WEBSITE/MARKETING UPDATE	\$3.10
Invoice	FEB2380 3/7/2019		
Cash Payment	E 100-5141-5335 Training & Travel	BALLOON FEST/APRIL	\$11.80
Invoice	FEB2380 3/4/2019		
Cash Payment	E 100-5141-5335 Training & Travel	BRIOHN	\$23.46
Invoice	FEB2380 2/27/2019		
Cash Payment	E 100-5141-5335 Training & Travel	UWM-VALET	\$9.00
Invoice	FEB2380 2/20/2019		
Cash Payment	E 100-5141-5399 Other	STAFF TRAINING	\$125.00
Invoice	FEB2380 2/19/2019		
Cash Payment	E 100-5141-5335 Training & Travel	HORLACH	\$3.85
Invoice	FEB2380 2/18/2019		
Cash Payment	E 100-5141-5311 Supplies	STAFF/VH SNACKS	\$69.12
Invoice	FEB2380 3/12/2019		
Cash Payment	E 100-5141-5311 Supplies	OFFICE SUPPLIES	\$29.21
Invoice	FEB2380 2/26/2019		
Cash Payment	E 100-5141-5398 Employee Recognition	LG-CERTIF A GIFT	\$518.40
Invoice	FEB6347 2/25/2019		
Cash Payment	E 150-5232-5311 Supplies	CPR BOOKS	\$291.65
Invoice	FEB6370 2/16/2019		
Cash Payment	E 150-5232-5335 Training & Travel	LUNCH WHIFFLETREE GRILL	\$20.00
Invoice	FEB6370 2/21/2019		
Cash Payment	E 150-5221-5335 Training & Travel	DINNER HILLTOP GRILL	\$13.87
Invoice	FEB6370 2/19/2019		
Cash Payment	E 150-5221-5335 Training & Travel	DINNER-MADAS	\$10.00
Invoice	FEB6370 2/22/2019		
Cash Payment	E 150-5221-5335 Training & Travel	LODGING-MADAS	\$82.00
Invoice	FEB6370 2/22/2019		
Cash Payment	E 150-5221-5335 Training & Travel	LUNCH-SEFMT TRAINING	\$9.13
Invoice	FEB6370 3/8/2019		
Cash Payment	E 150-5222-5311 Supplies	CASES WATER	\$21.36
Invoice	FEB6370 3/11/2019		
Cash Payment	E 150-5222-5311 Supplies	CREDIT RETURN-FABRIC	-\$7.97
Invoice	FEB6370 3/11/2019		
Cash Payment	E 150-5222-5311 Supplies	CO BATTERY OPP ALARM 6PK	\$98.97
Invoice	FEB6370 3/12/2019		
Cash Payment	E 150-5221-5219 Professional Services	ACTIVE 911 DEVICE	\$6.06
Invoice	FEB3167 3/1/2019		
Cash Payment	E 100-5120-5225 Telephone	COURT	\$79.76
Invoice	FEB3861 2/7/2019		
Cash Payment	E 100-5141-5225 Telephone	ADMIN	\$84.01
Invoice	FEB3861 2/7/2019		

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## Payments

Current Period: March 2019

Cash Payment	E 100-5142-5225 Telephone	CLERK	\$151.58
Invoice FEB3861	2/7/2019		
Cash Payment	E 100-5144-5219 Professional Services	Elections	\$24.95
Invoice FEB3861	2/7/2019		
Cash Payment	E 100-5211-5225 Telephone	POLICE	\$835.24
Invoice FEB3861	2/7/2019		
Cash Payment	E 100-5241-5225 Telephone	BLDG INSP	\$42.76
Invoice FEB3861	2/7/2019		
Cash Payment	E 100-5323-5225 Telephone	DPW	\$77.36
Invoice FEB3861	2/7/2019		
Cash Payment	E 100-5512-5225 Telephone	MUSEUM	\$154.96
Invoice FEB3861	2/7/2019		
Cash Payment	E 150-5221-5225 Telephone	FIRE	\$785.30
Invoice FEB3861	2/7/2019		
Cash Payment	E 220-5140-5225 Telephone	TID	\$2.44
Invoice FEB3861	2/7/2019		
Cash Payment	E 410-5140-5225 Telephone	RECYCLING	\$4.89
Invoice FEB3861	2/7/2019		
Cash Payment	E 440-5511-5225 Telephone	LIBRARY	\$576.93
Invoice FEB3861	2/7/2019		
Cash Payment	E 500-5140-5225 Telephone	STORM WATER	\$2.44
Invoice FEB3861	2/7/2019		
Cash Payment	E 610-6920-6921 Office Supplies & Expen	WATER-TELEPHONE	\$41.58
Invoice FEB3861	2/7/2019		
Cash Payment	E 620-8400-8510 Office Supplies & Expen	SEWER-TELEPHONE	\$41.56
Invoice FEB3861	2/7/2019		
Cash Payment	E 100-5142-5311 Supplies	WALL CLOCK	\$16.64
Invoice FEB3861	2/22/2019		
Cash Payment	E 100-5144-5311 Supplies	ALPA FOLDER TABS	\$70.86
Invoice FEB3861	2/15/2019		
Cash Payment	E 100-5144-5311 Supplies	ELECTION SUPPLIES batteries/4 pk tape/5 Dymo label pk	\$180.00
Invoice FEB3861	2/18/2019		
Cash Payment	E 100-5142-5311 Supplies	Supplies-office	\$42.11
Invoice FEB3861	2/18/2019		
Cash Payment	E 100-5142-5311 Supplies	Supplies-Judy	\$32.99
Invoice FEB3861	2/15/2019		
Cash Payment	E 430-5700-5718 Village-wide Capital Ben	NETWORK SERVER DISKS-NEW SOFTWARE PREP	\$507.50
Invoice FEB3861	3/6/2019		
Cash Payment	E 610-6920-6921 Office Supplies & Expen	NETWORK SERVER DISKS NEW SOFTWARE PREP	\$507.50
Invoice FEB3861	3/6/2019		
Cash Payment	E 620-8400-8510 Office Supplies & Expen	NETWORK SERVER DISKS-NEW SOFTWARE PREP	\$507.50
Invoice FEB3861	3/6/2019		
Cash Payment	E 100-5141-5311 Supplies	Supplies-desktop holder/Lissa & Robin	\$18.00
Invoice FEB3861	3/5/2019		
Cash Payment	E 100-5141-5311 Supplies	Supplies-Robin desk mat	\$21.43
Invoice FEB3861	3/6/2019		

# VILLAGE OF MUKWONAGO

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## Payments

Current Period: March 2019

Cash Payment	E 150-5223-5311 Supplies	SEAN-RESEARCH BASED TACTICS	\$51.21
Invoice	FEB3861	3/13/2019	
Cash Payment	E 150-5700-5721 Fire Administration	FD-HP COMPUTER MONITOR	\$115.81
Invoice	FEB4746	2/26/2019	
Cash Payment	E 150-5221-5346 Clothing Allowance	SURA-CLOTHING	\$220.30
Invoice	FEB4746	3/6/2019	
Cash Payment	E 100-5323-5335 Training & Travel	LEE-UWSP	\$45.00
Invoice	FEB4325	3/1/2019	
Cash Payment	E 620-8010-8270 Operation Supply/Expen	TUBE MORTAR REPAIR-QUIKCRETE	\$3.50
Invoice	FEB1051	2/20/2019	
Cash Payment	E 620-8010-8270 Operation Supply/Expen	BUNGEE PK & 1/2" COPPER	\$19.36
Invoice	FEB1051	2/27/2019	
Cash Payment	E 620-8010-8270 Operation Supply/Expen	Supplies-HOME DEPOT	\$3,412.13
Invoice	FEB6639	2/18/2019	
Cash Payment	E 610-6920-6930 Misc General Expenses	Supplies-HOME DEPOT	\$660.65
Invoice	FEB6639	2/26/2019	
Cash Payment	E 610-6920-6930 Misc General Expenses	WI RURAL CONF	\$200.00
Invoice	FEB6639	3/15/2019	
Cash Payment	E 610-6920-6930 Misc General Expenses	WI CONF SERVICE CHARGE	\$5.10
Invoice	FEB6639	3/15/2019	
Cash Payment	E 610-6920-6930 Misc General Expenses	GIFT CARD-NEW BABY	\$60.91
Invoice	FEB6639	3/15/2019	
Cash Payment	E 620-8010-8260 Other Chemicals	LAMPS	\$82.67
Invoice	FEB7403	2/19/2019	
Cash Payment	E 620-8010-8270 Operation Supply/Expen	PROPANE TANK EXCHANGE	\$21.01
Invoice	FEB7403	2/20/2019	
Cash Payment	E 620-8010-8270 Operation Supply/Expen	MISC TOOLS	\$126.72
Invoice	FEB7403	2/25/2019	
Cash Payment	E 620-8400-8541 Educational/Training Exp	GATEWAY TECH SCHOOL	\$31.34
Invoice	FEB7403	3/8/2019	
Cash Payment	E 610-6920-6930 Misc General Expenses	FEDERAL LIC-UTILITIES	\$124.00
Invoice	FEB1275	3/8/2019	
Cash Payment	E 620-8010-8270 Operation Supply/Expen	COUNTERTOP	\$63.98
Invoice	FEB4366	3/5/2019	
Cash Payment	E 610-6300-6632 Operation Supply/Exp-Tr	UPS-WTR DEPT	\$3.66
Invoice	FEB4366	3/7/2019	
Cash Payment	E 440-5511-5330 Thingery purchases	88 KEY ROLL UP PIANO	\$203.98
Invoice	FEB0960	3/18/2019	
Cash Payment	E 440-5511-5340 Digital Materials	ADOBE & CANVA DIGITAL MATERIALS	\$55.01
Invoice	FEB0960	3/18/2019	
Cash Payment	E 440-5511-5311 Supplies	Supplies	\$242.69
Invoice	FEB7940	3/11/2019	
Cash Payment	E 440-5511-5314 Meta Space Equipment	WALMART-PROGRAM SUPPLIES	\$57.41
Invoice	FEB7940	3/11/2019	
Cash Payment	E 440-5511-5331 Programming	PROGRAMMING	\$357.03
Invoice	FEB7940	3/6/2019	
Cash Payment	E 440-5511-5340 Digital Materials	DIGITAL MATERIALS	\$65.75
Invoice	FEB7940	3/11/2019	
Cash Payment	E 440-5890-5806 Donated Fund Expenditu	CULTURAL SHOWCASE	\$341.21
Invoice	FEB7940	3/18/2019	

VILLAGE OF MUKWONAGO

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Payments

Current Period: March 2019

Cash Payment	E 440-5511-5311	Supplies	Supplies	\$22.77
Invoice	FEB2365	3/13/2019		
Cash Payment	E 440-5700-5328	Books	BOOKS	\$335.25
Invoice	FEB2365	3/13/2019		
Cash Payment	E 440-5700-5329	AV Material	AV MATERIAL	\$1,650.70
Invoice	FEB2365	3/13/2019		
Cash Payment	E 440-5511-5330	Thingery purchases	TRAVEL/RECORD PACK & CODING ROBOT	\$266.94
Invoice	FEB2365	3/13/2019		
Cash Payment	E 440-5511-5340	Digital Materials	ACORN & NETFLIX MEMBERSHIP	\$20.98
Invoice	FEB2365	3/13/2019		
Cash Payment	E 100-5323-5335	Training & Travel	TREECARE CONF	\$90.00
Invoice	FEB9708	3/1/2019		
Cash Payment	E 100-5323-5335	Training & Travel	WORK ZONE & FLAGGER SAFETY COURSE	\$160.00
Invoice	FEB9708	3/8/2019		
Cash Payment	E 100-5521-5311	Supplies	Supplies-DPW	\$73.86
Invoice	FEB9708	3/9/2019		
Cash Payment	E 100-5212-5395	Repairs & Maintenance	ZORO TOOLS-PD	\$32.98
Invoice	FEB9708	3/9/2019		
Cash Payment	E 100-5211-5219	Professional Services	PD-DOMAIN RENEWAL	\$63.51
Invoice	FEB5538	2/22/2019		
Cash Payment	E 100-5215-5335	Training & Travel	DOJ CONF-OFFICER CIESZYNSKI	\$30.00
Invoice	FEB8378	2/22/2019		
Cash Payment	E 100-5211-5399	Other	PD-POSITIVE PROMO ITEMS	\$91.44
Invoice	FEB8378	3/4/2019		
Cash Payment	E 100-5211-5311	Supplies	Supplies-STAPLES	\$239.14
Invoice	FEB8378	3/5/2019		
Cash Payment	E 100-5212-5311	Supplies	SUPERBRITE LED LIGHTS-PD CARS	\$61.74
Invoice	FEB9625	3/4/2019		
Cash Payment	E 100-5212-5395	Repairs & Maintenance	TAIL LIGHT FLASHERS PD CARS	\$253.80
Invoice	FEB9625	2/15/2019		
Cash Payment	E 100-5213-5395	Repairs & Maintenance	HEADLIGHT FLASHER-PD CARS	\$42.99
Invoice	FEB9625	2/15/2019		
Cash Payment	E 100-5212-5395	Repairs & Maintenance	PD-TOOL BOX TONNEAU COVER	\$426.55
Invoice	FEB9625	3/4/2019		
Cash Payment	E 100-5212-5395	Repairs & Maintenance	PD-LIGHTS NEW TRUCK	\$40.11
Invoice	FEB9625	2/15/2019		
Transaction Date	3/18/2019	Citizens	111000	<b>Total</b> \$16,651.53

# VILLAGE OF MUKWONAGO

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## Payments

Current Period: March 2019

### Fund Summary

	111000 Citizens
100 GENERAL FUND	\$4,306.75
150 FIRE/AMBULANCE FUND	\$1,717.69
220 TID#3 - GENERAL	\$2.44
410 RECYCLING FUND	\$4.89
430 CAPITAL EQUIPMENT FUND	\$507.50
440 LIBRARY FUND	\$4,196.65
500 STORM WATER UTILITY	\$2.44
610 WATER UTILITY FUND	\$1,603.40
620 SEWER UTILITY FUND	\$4,309.77
	<hr/>
	\$16,651.53

Pre-Written Checks	\$16,651.53
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$16,651.53

# VILLAGE OF MUKWONAGO

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## Payments

Current Period: March 2019

Batch Name	WE 03-2019	User Dollar Amt	\$48,833.94
	Payments	Computer Dollar Amt	\$48,833.94
			\$0.00
			<b>In Balance</b>
Refer	23193 WE ENERGIES	Ck# 006288	3/28/2019
Cash Payment	E 100-5160-5222 Electric	HALL	\$1,136.24
	Invoice MAR2019		
Cash Payment	E 100-5160-5224 Gas	HALL GAS	\$452.69
	Invoice MAR2019		
Cash Payment	E 100-5211-5222 Electric	FLASHERS	\$9.73
	Invoice MAR2019		
Cash Payment	E 100-5211-5222 Electric	TOWER RADIO BLDG	\$19.47
	Invoice MAR2019		
Cash Payment	E 100-5211-5222 Electric	POLICE	\$3,594.83
	Invoice MAR2019		
Cash Payment	E 100-5211-5222 Electric	POLICE GARAGE	\$39.22
	Invoice MAR2019		
Cash Payment	E 100-5254-5222 Electric	MUKWONAGO DAM	\$23.37
	Invoice MAR2019		
Cash Payment	E 100-5323-5222 Electric	DPW ELECTRIC	\$604.05
	Invoice MAR2019		
Cash Payment	E 100-5323-5224 Gas	DPW GAS	\$1,003.22
	Invoice MAR2019		
Cash Payment	E 100-5342-5222 Electric	STREET LIGHTS	\$10,950.44
	Invoice MAR2019		
Cash Payment	E 100-5342-5222 Electric	STREET LIGHTS	\$2,850.74
	Invoice MAR2019		
Cash Payment	E 100-5342-5222 Electric	STREET LIGHTS	\$66.62
	Invoice MAR2019		
Cash Payment	E 100-5342-5222 Electric	SCHOOL CROSSING LIGHTS	\$15.99
	Invoice MAR2019		
Cash Payment	E 100-5512-5222 Electric	MUSEUM	\$384.28
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	ANDREWS ST	\$103.66
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	FIELD PARK	\$119.22
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	FIELD PK BBALL LIGHTS	\$21.08
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	PARKS	\$20.95
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	CONCESSION BLDG	\$82.22
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	PARKS	\$0.00
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	FIELD PK SUMP PUMP	\$15.71
	Invoice MAR2019		
Cash Payment	E 100-5521-5222 Electric	PARKS	\$18.26
	Invoice MAR2019		

# VILLAGE OF MUKWONAGO

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## Payments

Current Period: March 2019

Cash Payment	E 100-5521-5222 Electric	MINIWAUKAN PAVILLION	\$15.71		
Invoice	MAR2019				
Cash Payment	E 100-5521-5222 Electric	MINIWAUKAN PARK	\$20.41		
Invoice	MAR2019				
Cash Payment	E 150-5221-5222 Electric	FIRE DEPT	\$2,827.29		
Invoice	MAR2019				
Cash Payment	E 440-5511-5222 Electric	LIBRARY ELECTRIC	\$1,975.44		
Invoice	MAR2019				
Cash Payment	E 440-5511-5224 Gas	LIBRARY GAS	\$1,508.83		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 3 ELECTRIC	\$932.75		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 3 GAS	\$103.55		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 4 ELEC	\$768.70		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 4 GAS	\$245.41		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 5	\$2,003.17		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 6	\$1,169.77		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	WELL 7	\$3,025.36		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	GREENWALD	\$162.29		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	BOOSTER STATION	\$1,415.36		
Invoice	MAR2019				
Cash Payment	E 610-6200-6622 Fuel or Power Purchased	TOWER	\$32.27		
Invoice	MAR2019				
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	ATKINSON PUMP	\$650.02		
Invoice	MAR2019				
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	FOX RIVER VIEW	\$218.68		
Invoice	MAR2019				
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	1224 RIVERTON	\$190.51		
Invoice	MAR2019				
Cash Payment	E 620-8020-8210 Pumping Power & Fuel	1240 N ROCHESTER	\$159.38		
Invoice	MAR2019				
Cash Payment	E 620-8010-8211 WWTP Electric Power	HOLZ ELECTRIC	\$8,240.92		
Invoice	MAR2019				
Cash Payment	E 620-8010-8212 Nat Gas/Admin Bldg/Hea	HOLZ GAS	\$442.17		
Invoice	MAR2019				
Cash Payment	E 620-8010-8212 Nat Gas/Admin Bldg/Hea	DIGESTER GAS	\$1,159.47		
Invoice	MAR2019				
Cash Payment	E 100-5211-5222 Electric	PD-TOWER METER REPAIR	\$34.49		
Invoice	MAR2019				
Transaction Date	3/27/2019	Citizens	111000	<b>Total</b>	<b>\$48,833.94</b>



# VILLAGE OF MUKWONAGO

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## Payments

Current Period: March 2019

### Fund Summary

	111000 Citizens
100 GENERAL FUND	\$21,602.60
150 FIRE/AMBULANCE FUND	\$2,827.29
440 LIBRARY FUND	\$3,484.27
610 WATER UTILITY FUND	\$9,858.63
620 SEWER UTILITY FUND	\$11,061.15
	<hr/>
	\$48,833.94

Pre-Written Checks	\$48,833.94
Checks to be Generated by the Computer	\$0.00
Total	<hr/>
	\$48,833.94

TREASURERS REPORT	Feb-19	TOTAL	Citizens	Other	Tax Receipts @ ADM	LGIP	Long Term Investments - Johnson Bank & ADM
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**GENERAL VILLAGE**

100-111xxx	General Fund	2,805,679.41	1,622,717.45	300.00		159,040.47	1,023,621.49
100-111005/020/033	Checking/MRA/Accrued Sick	1,107,648.40		712,721.29		288,949.33	105,977.78
150-111000	Fire Department	263,931.86	263,931.86				
200-110xxx	Lynch & Chapman Blvd	32,604.29	(27,634.91)			60,239.20	
210-111xxx	Wisc Development - RLF	209,360.62					209,360.62
220-111xxx	TID#3-General	1,492,024.71	221,813.49			911,128.44	359,082.78
240-111xxx	TID#4-General	181,148.49	28,015.03			153,133.46	
250-111xxx	TID#5-General	4,550,047.05	300,371.73			4,249,675.32	
300-111xxx	Debt Service	2,043,375.10	612,262.95		89,590.16	1,341,521.99	
320-111000	Fire Department Designated	206,217.91	102,319.37			103,898.54	
340-111xxx	Village Designated Funds	177,028.61	121,612.81			55,415.80	
410-111000	Recycling	290,691.63	252,636.83			38,054.80	
430-111000	Capital Equipment	707,228.89	53,755.68			653,473.21	
440-111xxx	Library	364,205.49	364,205.49	-			
480-111xxx	Capital Improvement Funds	3,132,465.41	43,453.21			3,086,599.51	2,412.69
500-111000	Stormwater District #1	43,186.30	43,186.30			-	
600-111xxx	Impact Fees	139,564.74	2,202.70			137,362.04	-
720-111xxx	Taxroll	417,057.99	339,019.07	-	-	78,038.92	
810-111xxx	Parkland Site	247,000.36	15,908.66			231,091.70	
<b>TOTAL</b>		<b>18,410,467.26</b>	<b>4,359,777.72</b>	<b>713,021.29</b>	<b>89,590.16</b>	<b>11,547,622.73</b>	<b>1,700,455.36</b>

**WATER UTILITY**

610-111000	Cash	96,709.96	96,709.96				
610-111200	Bonds & Unrestricted Cash	2,102,062.71				2,102,062.71	
610-111400	Long Term Debt	61,259.48					61,259.48
610-111050	Current Year Debt Reserve	188,138.81	139,519.79			48,619.02	
610-111060	Required Debt Reserve	610,486.95	-			172,978.96	437,507.99
610-111080	Impact Fee	411,403.13	622.25			410,780.88	
610-111033	Accrued Sick Pay	4,189.24					4,189.24
<b>TOTAL</b>		<b>3,474,250.28</b>	<b>236,852.00</b>	<b>-</b>	<b>-</b>	<b>2,734,441.57</b>	<b>502,956.71</b>

**SEWER UTILITY**

620-111000	Cash	77,963.50	77,963.50				
620-111200	Bonds & Unrestricted Cash	1,330,147.28				1,330,147.28	
620-111030	Reserve Capacity Assessment	1,044,579.75	213.15			500,664.01	543,702.59
620-111060	Required Debt Reserve	717,428.95	-			-	717,428.95
620-111050	Current Year Debt Reserve	180,761.33	134,769.52			45,991.81	
620-111070	Equipment Replacement Fund	712,285.82	-			-	712,285.82
620-111080	Impact Fee	470,747.86	540.07			470,207.79	
620-111033	Accrued Sick Pay	4,178.43				4,178.43	-
<b>TOTAL</b>		<b>4,538,092.92</b>	<b>213,486.24</b>	<b>-</b>	<b>-</b>	<b>2,351,189.32</b>	<b>1,973,417.36</b>

<b>GRAND TOTAL</b>	<b>26,422,810.46</b>	<b>4,810,115.96</b>	<b>713,021.29</b>	<b>89,590.16</b>	<b>16,633,253.62</b>	<b>4,176,829.43</b>
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Prepared by Diana Doherty

balance check 26,422,810.46

**VILLAGE OF MUKWONAGO**  
**Revenue Guideline - Village Board**  
**February 2019**

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget	Fund
<b>Fund 100 GENERAL FUND</b>							
<b>4100</b>	TAXES	\$0.00	\$2,987,167.00	\$2,057,282.83	\$929,884.17	68.87%	<b>100</b>
<b>4300</b>	INTERGOV T REVENUES	\$0.00	\$778,785.00	\$123,877.44	\$654,907.56	15.91%	<b>100</b>
<b>4410</b>	LICENSES	\$0.00	\$32,351.00	\$1,170.00	\$31,181.00	3.62%	<b>100</b>
<b>4430</b>	PERMITS & FEES	\$0.00	\$298,906.00	\$48,318.20	\$250,587.80	16.17%	<b>100</b>
<b>4500</b>	LAW & ORDINANCE VIOLATIONS	\$0.00	\$156,000.00	\$34,612.45	\$121,387.55	22.19%	<b>100</b>
<b>4600</b>	PUBLIC CHARGES FOR SERVICES	\$0.00	\$21,670.00	\$2,462.50	\$19,207.50	11.36%	<b>100</b>
<b>4620</b>	PUBLIC SAFETY	\$0.00	\$8,140.00	\$1,210.75	\$6,929.25	14.87%	<b>100</b>
<b>4670</b>	LEISURE ACTIVITIES	\$0.00	\$94,940.00	\$0.00	\$94,940.00	0.00%	<b>100</b>
<b>4700</b>	INTERGOV T CHARGES FOR SERVICE	\$0.00	\$203,526.00	\$11,699.80	\$191,826.20	5.75%	<b>100</b>
<b>4800</b>	MISC REVENUE	\$0.00	\$4,000.00	\$856.97	\$3,143.03	21.42%	<b>100</b>
<b>4810</b>	INTEREST REVENUE	\$0.00	\$48,000.00	\$31,355.76	\$16,644.24	65.32%	<b>100</b>
<b>4820</b>	COMMERCIAL REVENUE	\$0.00	\$18,685.00	\$4,430.00	\$14,255.00	23.71%	<b>100</b>
<b>4900</b>	OTHER FINANCING SOURCES	\$0.00	\$72,646.00	\$0.00	\$72,646.00	0.00%	<b>100</b>
<b>Fund 100 GENERAL FUND</b>		\$0.00	\$4,724,816.00	\$2,317,276.70	\$2,407,539.30	49.04%	

**VILLAGE OF MUKWONAGO**  
**Revenue Guideline - Village Board**  
**February 2019**

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget	Fund
<b>Fund 150 FIRE/AMBULANCE FUND</b>							
<b>4100</b>	TAXES	\$0.00	\$218,484.00	\$36,414.00	\$182,070.00	16.67%	<b>150</b>
<b>4300</b>	INTERGOV T REVENUES	\$0.00	\$6,000.00	\$0.00	\$6,000.00	0.00%	<b>150</b>
<b>4600</b>	PUBLIC CHARGES FOR SERVICES	\$0.00	\$4,050.00	\$0.00	\$4,050.00	0.00%	<b>150</b>
<b>4620</b>	PUBLIC SAFETY	\$0.00	\$985,346.00	\$134,311.07	\$851,034.93	13.63%	<b>150</b>
<b>4700</b>	INTERGOV T CHARGES FOR SERVICE	\$0.00	\$218,484.00	\$18,207.00	\$200,277.00	8.33%	<b>150</b>
<b>4810</b>	INTEREST REVENUE	\$0.00	\$700.00	\$363.02	\$336.98	51.86%	<b>150</b>
<b>4820</b>	COMMERCIAL REVENUE	\$0.00	\$0.00	\$9,500.00	-\$9,500.00	0.00%	<b>150</b>
<b>Fund 150 FIRE/AMBULANCE FUND</b>		\$0.00	\$1,433,064.00	\$198,795.09	\$1,234,268.91	13.87%	

**VILLAGE OF MUKWONAGO**  
**Revenue Guideline - Village Board**

February 2019

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget	Fund
<b>Fund 610 WATER UTILITY FUND</b>							
<b>4010</b>	METERED SALES	\$0.00	\$1,916,185.00	\$986.46	\$1,915,198.54	0.05%	<b>610</b>
<b>4020</b>	OTHER OPERATING REVENUE	\$0.00	\$142,500.00	\$55,610.08	\$86,889.92	39.02%	<b>610</b>
<b>4420</b>	IMPACT FEES COLLECTED	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.00%	<b>610</b>
<b>4800</b>	MISC REVENUE	\$0.00	\$100.00	\$0.00	\$100.00	0.00%	<b>610</b>
<b>4810</b>	INTEREST REVENUE	\$0.00	\$22,300.00	\$13,927.32	\$8,372.68	62.45%	<b>610</b>
<b>Fund 610 WATER UTILITY FUND</b>		\$0.00	\$2,131,085.00	\$70,523.86	\$2,060,561.14	3.31%	

**VILLAGE OF MUKWONAGO**  
**Revenue Guideline - Village Board**  
**February 2019**

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget	Fund
<b>Fund 620 SEWER UTILITY FUND</b>							
<b>4010</b>	METERED SALES	\$0.00	\$1,460,600.00	\$40.04	\$1,460,559.96	0.00%	<b>620</b>
<b>4020</b>	OTHER OPERATING REVENUE	\$0.00	\$302,700.00	\$36,767.86	\$265,932.14	12.15%	<b>620</b>
<b>4420</b>	IMPACT FEES COLLECTED	\$0.00	\$80,000.00	\$0.00	\$80,000.00	0.00%	<b>620</b>
<b>4800</b>	MISC REVENUE	\$0.00	\$0.00	\$200.00	-\$200.00	0.00%	<b>620</b>
<b>4810</b>	INTEREST REVENUE	\$0.00	\$46,025.00	\$17,188.68	\$28,836.32	37.35%	<b>620</b>
<b>4900</b>	OTHER FINANCING SOURCES	\$0.00	\$10,000.00	\$0.00	\$10,000.00	0.00%	<b>620</b>
<b>Fund 620 SEWER UTILITY FUND</b>		\$0.00	\$1,899,325.00	\$54,196.58	\$1,845,128.42	2.85%	

VILLAGE OF MUKWONAGO  
Revenue Guideline - Village Board

February 2019

Cat	Cat. Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget	Fund
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**VILLAGE OF MUKWONAGO**  
**Expenditure Guideline Village Board**  
February 2019

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget
<b>Fund 100 GENERAL FUND</b>						
Cat Alt Code 31-General Government						
5111	VILLAGE BOARD	\$0.00	<b>\$54,829.00</b>	<b>\$11,404.68</b>	\$43,424.32	<b>20.80%</b>
5112	HISTORIC PRESERVATION	\$0.00	<b>\$400.00</b>	<b>\$0.00</b>	\$400.00	<b>0.00%</b>
5120	MUNICIPAL COURT	\$0.00	<b>\$43,727.00</b>	<b>\$11,099.22</b>	\$32,627.78	<b>25.38%</b>
5130	VILLAGE ATTORNEY	\$0.00	<b>\$78,780.00</b>	<b>\$9,285.25</b>	\$69,494.75	<b>11.79%</b>
5141	VILLAGE ADMINISTRATION/FINANCE	\$0.00	<b>\$202,999.00</b>	<b>\$6,081.37</b>	\$196,917.63	<b>3.00%</b>
5142	CLERK-TREASURER	\$0.00	<b>\$202,128.00</b>	<b>\$27,899.73</b>	\$174,228.27	<b>13.80%</b>
5144	ELECTIONS	\$0.00	<b>\$22,800.00</b>	<b>-\$1,811.82</b>	\$24,611.82	<b>-7.95%</b>
5151	INDEPENDENT AUDITING	\$0.00	<b>\$13,000.00</b>	<b>\$0.00</b>	\$13,000.00	<b>0.00%</b>
5153	ASSESSMENT OF PROPERTY	\$0.00	<b>\$19,850.00</b>	<b>\$2,796.44</b>	\$17,053.56	<b>14.09%</b>
5154	RISK & PROPERTY INSURANCE	\$0.00	<b>\$132,800.00</b>	<b>\$24,252.10</b>	\$108,547.90	<b>18.26%</b>
5160	VILLAGE HALL	\$0.00	<b>\$42,324.00</b>	<b>\$5,019.27</b>	\$37,304.73	<b>11.86%</b>
5191	UNCOLLECTED TAX	\$0.00	<b>\$0.00</b>	<b>\$5,797.27</b>	-\$5,797.27	<b>0.00%</b>
5220	FIRE STATION (Village)	\$0.00	<b>\$5,803.00</b>	<b>\$3,369.26</b>	\$2,433.74	<b>58.06%</b>
5247	BOARD OF APPEALS	\$0.00	<b>\$800.00</b>	<b>\$0.00</b>	\$800.00	<b>0.00%</b>
Cat Alt Code 31-General Government		\$0.00	<b>\$820,240.00</b>	<b>\$105,192.77</b>	\$715,047.23	<b>12.82%</b>
Cat Alt Code 32-Public Safety						
5211	POLICE ADMINISTRATION	\$0.00	<b>\$1,024,557.00</b>	<b>\$170,964.50</b>	\$853,592.50	<b>16.69%</b>
5212	POLICE PATROL	\$0.00	<b>\$1,067,043.00</b>	<b>\$132,639.62</b>	\$934,403.38	<b>12.43%</b>
5213	CRIME INVESTIGATION	\$0.00	<b>\$231,577.00</b>	<b>\$33,449.25</b>	\$198,127.75	<b>14.44%</b>
5215	POLICE TRAINING	\$0.00	<b>\$7,100.00</b>	<b>\$31.34</b>	\$7,068.66	<b>0.44%</b>
5235	EMERGENCY GOVERNMENT	\$0.00	<b>\$2,350.00</b>	<b>\$0.00</b>	\$2,350.00	<b>0.00%</b>
5241	BUILDING INSPECTOR	\$0.00	<b>\$231,025.00</b>	<b>\$31,403.12</b>	\$199,621.88	<b>13.59%</b>
5254	DAMS	\$0.00	<b>\$9,942.00</b>	<b>\$1,187.52</b>	\$8,754.48	<b>11.94%</b>
Cat Alt Code 32-Public Safety		\$0.00	<b>\$2,573,594.00</b>	<b>\$369,675.35</b>	\$2,203,918.65	<b>14.36%</b>
Cat Alt Code 33-Public Works						
5300	DPW GENERAL ADMINISTRATION	\$0.00	<b>\$312,951.00</b>	<b>\$39,863.89</b>	\$273,087.11	<b>12.74%</b>
5323	GARAGE	\$0.00	<b>\$51,509.00</b>	<b>\$5,484.24</b>	\$46,024.76	<b>10.65%</b>
5324	MACHINERY & EQUIPMENT	\$0.00	<b>\$96,031.00</b>	<b>\$11,048.10</b>	\$84,982.90	<b>11.50%</b>
5335	ENGINEERING	\$0.00	<b>\$50,000.00</b>	<b>\$2,255.88</b>	\$47,744.12	<b>4.51%</b>



**VILLAGE OF MUKWONAGO**  
**Expenditure Guideline Village Board**  
**February 2019**

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget
5341	STREETS & ALLEYS	\$0.00	<b>\$14,465.00</b>	<b>\$1,092.80</b>	\$13,372.20	<b>7.55%</b>
5342	STREET LIGHTING	\$0.00	<b>\$159,800.00</b>	<b>\$27,269.10</b>	\$132,530.90	<b>17.06%</b>
5343	CURBS GUTTERS & SIDEWALKS	\$0.00	<b>\$25,550.00</b>	<b>\$83.23</b>	\$25,466.77	<b>0.33%</b>
5344	STORM SEWER	\$0.00	<b>\$14,257.00</b>	<b>\$2,769.71</b>	\$11,487.29	<b>19.43%</b>
5345	STREET CLEANING	\$0.00	<b>\$16,915.00</b>	<b>\$0.00</b>	\$16,915.00	<b>0.00%</b>
5346	BRIDGES & CULVERTS	\$0.00	<b>\$5,455.00</b>	<b>\$21.78</b>	\$5,433.22	<b>0.40%</b>
5347	SNOW & ICE CONTROL	\$0.00	<b>\$117,083.00</b>	<b>\$22,732.37</b>	\$94,350.63	<b>19.42%</b>
5348	STREET SIGNS & MARKINGS	\$0.00	<b>\$14,574.00</b>	<b>\$1,205.43</b>	\$13,368.57	<b>8.27%</b>
5362	GARBAGE COLLECTION	\$0.00	<b>\$5,081.00</b>	<b>\$239.93</b>	\$4,841.07	<b>4.72%</b>
Cat Alt Code 33-Public Works		\$0.00	<b>\$883,671.00</b>	<b>\$114,066.46</b>	\$769,604.54	<b>12.91%</b>
Cat Alt Code 34-Health & Human Services						
5431	ANIMAL POUND	\$0.00	<b>\$2,800.00</b>	<b>\$2,420.00</b>	\$380.00	<b>86.43%</b>
Cat Alt Code 34-Health & Human Services		\$0.00	<b>\$2,800.00</b>	<b>\$2,420.00</b>	\$380.00	<b>86.43%</b>
Cat Alt Code 35-Culture/Rec/Education						
5512	MUSEUM	\$0.00	<b>\$10,700.00</b>	<b>\$1,026.20</b>	\$9,673.80	<b>9.59%</b>
5521	PARKS	\$0.00	<b>\$167,790.00</b>	<b>\$2,197.52</b>	\$165,592.48	<b>1.31%</b>
5522	CELEBRATIONS	\$0.00	<b>\$6,882.00</b>	<b>\$2,220.24</b>	\$4,661.76	<b>32.26%</b>
Cat Alt Code 35-Culture/Rec/Education		\$0.00	<b>\$185,372.00</b>	<b>\$5,443.96</b>	\$179,928.04	<b>2.94%</b>
Cat Alt Code 36-Conservation & Development						
5611	FORESTRY	\$0.00	<b>\$46,600.00</b>	<b>\$585.80</b>	\$46,014.20	<b>1.26%</b>
5613	WEED CONTROL	\$0.00	<b>\$1,427.00</b>	<b>\$0.00</b>	\$1,427.00	<b>0.00%</b>
5632	PLANNING DEPARTMENT	\$0.00	<b>\$138,186.00</b>	<b>\$5,304.27</b>	\$132,881.73	<b>3.84%</b>
5670	ECONOMIC DEVELOPMENT	\$0.00	<b>\$59,926.00</b>	<b>\$10,248.64</b>	\$49,677.36	<b>17.10%</b>
Cat Alt Code 36-Conservation & Development		\$0.00	<b>\$246,139.00</b>	<b>\$16,138.71</b>	\$230,000.29	<b>6.56%</b>
Cat Alt Code 37-Storm Water						
5660	STORMWATER MASTER PLAN	\$0.00	<b>\$13,000.00</b>	<b>\$775.77</b>	\$12,224.23	<b>5.97%</b>
Cat Alt Code 37-Storm Water		\$0.00	<b>\$13,000.00</b>	<b>\$775.77</b>	\$12,224.23	<b>5.97%</b>
<b>Fund 100 GENERAL FUND</b>		\$0.00	<b>\$4,724,816.00</b>	<b>\$613,713.02</b>	\$4,111,102.98	<b>12.99%</b>

**VILLAGE OF MUKWONAGO**  
**Expenditure Guideline Village Board**  
February 2019

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget
<b>Fund 150 FIRE/AMBULANCE FUND</b>						
Cat Alt Code 31-General Government						
5140	ADMINISTRATIVE & GENERAL	\$0.00	\$25,827.00	\$4,643.27	\$21,183.73	17.98%
Cat Alt Code 31-General Government		\$0.00	\$25,827.00	\$4,643.27	\$21,183.73	17.98%
Cat Alt Code 32-Public Safety						
5221	FIRE ADMINISTRATION	\$0.00	\$855,623.00	\$120,461.81	\$735,161.19	14.08%
5222	FIRE SUPPRESSION	\$0.00	\$67,798.00	\$3,773.01	\$64,024.99	5.57%
5223	FIRE TRAINING	\$0.00	\$44,631.00	\$2,975.72	\$41,655.28	6.67%
5231	AMBULANCE	\$0.00	\$349,915.00	\$53,641.66	\$296,273.34	15.33%
5232	AMBULANCE TRAINING	\$0.00	\$20,724.00	\$910.95	\$19,813.05	4.40%
Cat Alt Code 32-Public Safety		\$0.00	\$1,338,691.00	\$181,763.15	\$1,156,927.85	13.58%
Cat Alt Code 38-Capital Outlay						
5700	CAPITAL OUTLAY EXPENDITURES	\$0.00	\$36,000.00	\$0.00	\$36,000.00	0.00%
5880	USE OF GRANTS/DONATIONS	\$0.00	\$0.00	\$309.20	-\$309.20	0.00%
Cat Alt Code 38-Capital Outlay		\$0.00	\$36,000.00	\$309.20	\$35,690.80	0.86%
Cat Alt Code 60-Transfers Out						
5900	OTHER FINANCING USES	\$0.00	\$32,546.00	\$0.00	\$32,546.00	0.00%
Cat Alt Code 60-Transfers Out		\$0.00	\$32,546.00	\$0.00	\$32,546.00	0.00%
<b>Fund 150 FIRE/AMBULANCE FUND</b>		\$0.00	\$1,433,064.00	\$186,715.62	\$1,246,348.38	13.03%

**VILLAGE OF MUKWONAGO**  
**Expenditure Guideline Village Board**  
February 2019

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget
<b>Fund 610 WATER UTILITY FUND</b>						
Cat Alt Code 30-Operation/Maintenance						
6200	PUMPING OPERATIONS	\$0.00	\$104,250.00	\$14,370.86	\$89,879.14	13.79%
6210	PUMPING MAINTENANCE	\$0.00	\$237,604.00	\$13,728.71	\$223,875.29	5.78%
6300	WATER TREATMENT OPERATIONS	\$0.00	\$68,398.00	\$7,369.66	\$61,028.34	10.77%
6310	WATER TREATMENT MAINTENANCE	\$0.00	\$7,267.00	\$957.77	\$6,309.23	13.18%
6450	T&D-DISTR RSRVR/STNDP MAINT	\$0.00	\$307,079.00	\$1,175.86	\$305,903.14	0.38%
6451	T&D-MAINS MAINTENANCE	\$0.00	\$46,979.00	\$567.49	\$46,411.51	1.21%
6452	T&D-SERVICES MAINTENANCE	\$0.00	\$22,165.00	\$3,599.55	\$18,565.45	16.24%
6453	T&D-METERS MAINTENANCE	\$0.00	\$21,649.00	\$522.86	\$21,126.14	2.42%
6454	T&D-HYDRANTS MAINTENANCE	\$0.00	\$22,110.00	\$130.22	\$21,979.78	0.59%
6901	METER READING LABOR	\$0.00	\$1,894.00	\$79.35	\$1,814.65	4.19%
6902	ACCOUNTING & COLLECTING LABOR	\$0.00	\$71,953.00	\$12,521.61	\$59,431.39	17.40%
6920	ADMINISTRATIVE & GENERAL EXP	\$0.00	\$799,659.00	\$104,096.00	\$695,563.00	13.02%
Cat Alt Code 30-Operation/Maintenance		\$0.00	\$1,711,007.00	\$159,119.94	\$1,551,887.06	9.30%
Cat Alt Code 31-General Government						
5140	ADMINISTRATIVE & GENERAL	\$0.00	\$200.00	\$0.00	\$200.00	0.00%
Cat Alt Code 31-General Government		\$0.00	\$200.00	\$0.00	\$200.00	0.00%
Cat Alt Code 60-Transfers Out						
5900	OTHER FINANCING USES	\$0.00	\$22,324.00	\$0.00	\$22,324.00	0.00%
Cat Alt Code 60-Transfers Out		\$0.00	\$22,324.00	\$0.00	\$22,324.00	0.00%
Cat Alt Code 99-YEAR END						
6950	YEAR END ACCOUNTING ADJUSTMENT	\$0.00	\$397,554.00	\$0.00	\$397,554.00	0.00%
Cat Alt Code 99-YEAR END		\$0.00	\$397,554.00	\$0.00	\$397,554.00	0.00%
<b>Fund 610 WATER UTILITY FUND</b>		\$0.00	\$2,131,085.00	\$159,119.94	\$1,971,965.06	7.47%

**VILLAGE OF MUKWONAGO**  
**Expenditure Guideline Village Board**  
February 2019

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget
<b>Fund 620 SEWER UTILITY FUND</b>						
Cat Alt Code 30-Operation/Maintenance						
8010	WWTP-TREATMENT/DISPOSAL/GP	\$0.00	\$431,871.00	\$54,193.81	\$377,677.19	12.55%
8020	LIFT STATIONS/PUMPING EQUIP	\$0.00	\$20,662.00	\$15,495.15	\$5,166.85	74.99%
8030	WASTEWATER COLLECTION SYSTEM	\$0.00	\$162,395.00	\$3,065.88	\$159,329.12	1.89%
8100	DPW	\$0.00	\$3,167.00	\$0.00	\$3,167.00	0.00%
8300	ACCOUNTING/COLLECTING	\$0.00	\$73,953.00	\$12,562.52	\$61,390.48	16.99%
8400	ADMINISTRATIVE & GENERAL	\$0.00	\$494,330.00	\$36,800.14	\$457,529.86	7.44%
Cat Alt Code 30-Operation/Maintenance		\$0.00	\$1,186,378.00	\$122,117.50	\$1,064,260.50	10.29%
Cat Alt Code 31-General Government						
5140	ADMINISTRATIVE & GENERAL	\$0.00	\$120.00	\$0.00	\$120.00	0.00%
Cat Alt Code 31-General Government		\$0.00	\$120.00	\$0.00	\$120.00	0.00%
Cat Alt Code 60-Transfers Out						
5900	OTHER FINANCING USES	\$0.00	\$1,684.00	\$0.00	\$1,684.00	0.00%
Cat Alt Code 60-Transfers Out		\$0.00	\$1,684.00	\$0.00	\$1,684.00	0.00%
Cat Alt Code 99-YEAR END						
8900	YEAR END ACCOUNTING ADJUSTMENT	\$0.00	\$711,143.00	\$0.00	\$711,143.00	0.00%
Cat Alt Code 99-YEAR END		\$0.00	\$711,143.00	\$0.00	\$711,143.00	0.00%
<b>Fund 620 SEWER UTILITY FUND</b>		\$0.00	\$1,899,325.00	\$122,117.50	\$1,777,207.50	6.43%

VILLAGE OF MUKWONAGO  
Expenditure Guideline Village Board  
February 2019

Cat	Cat Descr	2019 Adopted	2019 YTD Budget	2019 YTD Amt	YTD Balance	%YTD Budget
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## Vouchers Payable Cover Sheet

Payments batch AP 04-2019-1	\$503,618.89
Payments batch M 03-2019	\$150,712.05
Payments batch LIBAP 3-2019	\$ 20,020.50
Payments batch US 3-19-2019	\$ 16,651.53
Payments batch WE 03-2019	\$ 48,833.94
Total for board approval:	\$739,836.91



# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

Committee/Board:	Village President
Topic:	National Public Safety Telecommunications Week
From:	Chief Kevin Schmidt
Department:	Police Department
Presenter:	
Date of Committee Action (if required):	April 3, 2019
Date of Village Board Action (if required):	

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### Information

**Subject:** Proclamation by Village President Winchokwy

**Background Information/Rationale:** National Public Safety Telecommunications Week  
April 14<sup>th</sup> – 20<sup>th</sup>, 2019

**Key Issues for Consideration:**

**Fiscal Impact (If any):** None

**Requested Action by Committee/Board:**

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### Attachments

2019 Proclamation

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## ***Proclamation***

### **National Public Safety Telecommunications Week**

**April 14<sup>th</sup> -20<sup>th</sup>, 2019**

**Whereas** emergencies can occur at anytime that require police, fire or emergency medical services;

**And Whereas** when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property;

**And Whereas** the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the Mukwonago Dispatch Center;

**And Whereas** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services;

**And Whereas** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety;

**And Whereas** Public Safety Telecommunicators of the Village of Mukwonago Police Department have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients;

**And Whereas** Deborah Zaeske, Cynthia Wellman, Brenda DiMaggio, Tracy Tipton, Jennifer Dorschner, Italia Hench and Kathleen Haines have exhibited compassion, understanding and professionalism during the performance of their job in the past year;

**Therefore Be It Resolved** that Fred H. Winchowky, Village President of Mukwonago, declares the week of April 14<sup>th</sup> -20<sup>th</sup>, 2019 to be National Public Safety Telecommunications Week in Mukwonago, in honor of Deborah Zaeske, Cynthia Wellman, Brenda DiMaggio, Tracy Tipton, Jennifer Dorschner, Italia Hench and Kathleen Haines, whose diligence and professionalism keep our Village and citizens safe.

Signed this \_\_\_ day of April, 2019

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Fred H. Winchowky, Village President



*Proposed Change*

**RESOLUTION 2019- 016**

**A RESOLUTION TO AMEND PARKING LIMITATIONS  
FOR THE VILLAGE OF MUKWONAGO**

**WHEREAS**, the Village Board, based on recommendations by Village staff, has determined that it is more cost effective to amend and more administratively effective to maintain the parking limitations in a resolution rather than an ordinance; and

**WHEREAS**, no changes have been made during the transfer of the information from Sections 82-178, 82-192, and 82-193 of the Municipal Code to this resolution; and

**WHEREAS**, the Village Judicial Committee has reviewed said parking limitations and recommends amending said limitations;

**NOW THEREFORE**, the Village Board of the Village of Mukwonago hereby modifies such parking limitations as defined in the attached schedule and be effective on April 17, 2019 and remain in effect until changed by resolution of the Village Board.

Adopted this 17<sup>th</sup> day of April 2019.

\_\_\_\_\_  
Fred - Winchowky, Village President

Attest: \_\_\_\_\_

\_\_\_\_\_  
Judith A. Taubert, Municipal Clerk



# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

Committee/Board: Judicial Committee  
Topic: Amendment to Parking Limitations resolution  
From: Chief Kevin Schmidt  
Department: Police Department  
Presenter: Chief Kevin Schmidt  
Date of Committee Action  
(if required): April 3, 2019  
Date of Village Board  
Action (if required): April 17, 2019

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### Information

**Subject:** Amend parking limitations resolution, specifically, no parking at all times, #8. On the easterly side of Eastern Trail from the intersection of River Park Circle East northerly a distance of 50 feet. Propose to change 50 feet to 163 feet.

**Background Information/Rationale:** The department received a complaint that three full size pickup trucks are parking on both sides of Eastern Trail, just north of River Park Circle East. With the trucks on both sides, if two vehicles approach the area in opposite directions, one vehicle must stop and yield as only one vehicle can make it through the area. Currently, unless the vehicles are parked in that location between 2:00 AM and 6:00 AM, they are not in violation of our parking ordinances. We have issued over one dozen citations for winter parking - parked without permit and parked on wrong side of street to the vehicles.

As you can see in the attached photograph, because Eastern Trail bends to the east, during daylight hours this is a safety issue. The vehicles can't see if a vehicle is coming in the opposite direction until the last minute, forcing one driver to back up. The large amount of snow this winter has also shrunk the road width available to drivers.

**Key Issues for Consideration:** This does not take away from parking "in front" of any house. The house on this corner is 1224 River Park Circle East and the driveway for the home is off of River Park Circle East.

**Fiscal Impact (If any):** Public works time to move the current sign approximately 110 feet to the north.

**Requested Action by Committee/Board:** Recommend to the Village Board amending the parking resolution of the Village of Mukwonago.

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### Attachments

Resolution showing the amendment  
Picture & maps of the area

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*Proposed Change*

**RESOLUTION 2019- 016**

**A RESOLUTION TO AMEND PARKING LIMITATIONS  
FOR THE VILLAGE OF MUKWONAGO**

**WHEREAS**, the Village Board, based on recommendations by Village staff, has determined that it is more cost effective to amend and more administratively effective to maintain the parking limitations in a resolution rather than an ordinance; and

**WHEREAS**, no changes have been made during the transfer of the information from Sections 82-178, 82-192, and 82-193 of the Municipal Code to this resolution; and

**WHEREAS**, the Village Judicial Committee has reviewed said parking limitations and recommends amending said limitations;

**NOW THEREFORE**, the Village Board of the Village of Mukwonago hereby modifies such parking limitations as defined in the attached schedule and be effective on April 17, 2019 and remain in effect until changed by resolution of the Village Board.

Adopted this 17<sup>th</sup> day of April 2019.

\_\_\_\_\_  
Fred - Winchowky, Village President

Attest: \_\_\_\_\_  
Judith A. Taubert, Municipal Clerk

## **STOPPING, STANDING, PARKING, AND NO PARKING**

**In reference to Sections 82-178, 82-192, and 82-193 of the Municipal Code**

**Parking, stopping or certain standing on certain highways and portions of highways.** No person shall park, stop or leave standing any vehicle for any purpose upon the following highways or parts of highways at any time:

1. On both sides of Lake Street from North Rochester Street (STH 83) westerly for a distance of 120 feet.
2. On the west side of North Rochester Street (STH 83) for a distance of 40 feet in either direction of the intersection of Lake Street.
3. On the east side of Grand Avenue, a distance of 250 feet northerly, from the entrance/exit of 212 North Rochester Street (Walgreens) and the west side of Grand Avenue a distance of 40 feet from entrance/exit of 212 North Rochester Street (Walgreens) northerly.
4. On both sides of Front Street, its full length.
5. On the northerly side of Fox Street (CTH ES) from North Rochester Street (STH 83) to Maple Street.
6. On the west side of South Rochester Street (STH 83) from the south driveway entrance of the police department property southerly and southeasterly a distance of 432 feet, to the Wisconsin Central Ltd. Railroad Company bridge.
7. On the west side of South Rochester Street from the Wisconsin Central Ltd. Railroad Company bridge easterly and southeasterly a distance of 237 feet to the north abutment of the Mukwonago River bridge.
8. On the east side of South Rochester Street (STH 83) southerly and southeasterly from a point opposite the south entrance of the police department property a distance of 358 feet to the Wisconsin Central Ltd. Railroad Company bridge.
9. On the east side of South Rochester Street easterly and southeasterly from the Wisconsin Central Ltd. Railroad Company bridge 92 feet to the north abutment of the Mukwonago River bridge.
10. On the east side of North Rochester Street (STH 83) northerly from the intersection of Elmwood Alley a distance of 224 feet.

**No parking at all times.** Except temporarily for the purpose of, and while actually engaged in loading or unloading, or in receiving or discharging passengers or property and while the vehicle is attended by a licensed operator so that it may be moved promptly in case of an emergency or to avoid obstruction of traffic, no person shall at any time park or leave standing any vehicle, upon any of the following highways or parts of highways:

1. On both sides of South Main Street from Front Street (Front Street extended westerly) to the south limits of the Mukwonago River bridge.
2. On the north side of Elmwood Avenue at its full length.
3. On both sides of Atkinson Street from the west curblineline of South Main Street (CTH ES) westerly for a distance of 137 feet.



4. On the north side of CTH NN from North Rochester Street (STH 83) east to the intersection with Clarendon Avenue (extended).
5. On both sides of Blood Street from Shore Drive to the shore of Phantom Lake.
6. On the east side of Jefferson Street from Plank Road to Henry Street.
7. On both sides of Eastern Trail from the north right-of-way of CTH ES northerly for a distance of 100 feet.
8. On the easterly side of Eastern Trail from the intersection of River Park Circle East northerly a distance of 50 ~~163~~ feet.
9. On the westerly side of Eastern Trail from the intersection with River Park Circle East northerly a distance of 50 feet.
10. On both sides of River Park Circle East from the intersection of Eastern Trail easterly a distance of 50 feet.
11. On both sides of River Park Circle East from the intersection with Eastern Trail westerly a distance of 50 feet.
12. On the south side of CTH NN from the intersection of STH 83 easterly for a distance of 700 feet.
13. On the east side of Eastern Trail from Highway ES to the intersection of River Park Circle East.
14. On the southeast side of River Park Circle East from the intersection of Eastern Trail to the intersection of River Park Circle West.
15. On the southeast side of River Park Circle West from the intersection of CTH NN to the intersection with River Park Circle East.
16. On the southeasterly side of River Park Circle East from its intersection with Eastern Trail northeasterly a distance of 190 feet.
17. On the southerly side of Fox Street (CTH ES) from its intersection with North Rochester Street (STH 83) easterly a distance of 68 feet.
18. On both sides of Lake Street from its intersection with Spring Street to the shore of Phantom Lake.
19. On the north side of MacArthur Drive from its intersection with North Rochester Street (State Trunk Highway 83), westerly a distance of 50 feet.
20. On the even side of all streets located within the Two Rivers Subdivision.
21. On both sides of STH 83/North Rochester Street north from CTH LO and Pearl Avenue for a distance of 190 feet.
22. On the south side of CTH LO westerly from STH 83/North Rochester Street for a distance of 146 feet.
23. On the north side of CTH LO westerly from STH 83/North Rochester Street for a distance of 89 feet.
24. On both sides of STH 83/North Rochester Street southerly from the intersection of CTH LO to Lake Street and from Pearl Avenue to Elmwood Avenue/Franklin Street.
25. On both sides of McKenzie Drive from the west curblineline of Small Farm Road westerly for a distance of 45 feet.
26. On both sides of McKenzie Drive from the east curblineline of Small Farm Road easterly for a distance of 45 feet.
27. On both sides of Small Farm Road from the north curblineline of McKenzie Drive northerly for a distance of 30 feet.
28. On both sides of Small Farm Road from the south curblineline of McKenzie Drive southerly for a distance of 33 feet.

**No parking except automobiles.** No vehicles, except automobiles, shall park in the following areas:

1. The east side of North Rochester Street from the intersection with CTH ES northerly to the intersection with Franklin Street.
2. On the west side of North Rochester Street from intersection with CTH ES northerly to the north side of the southern entrance/exit to 201 North Rochester Street (Village Mini Mart).







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Proposed New Westside sign

Approximate location of current sign

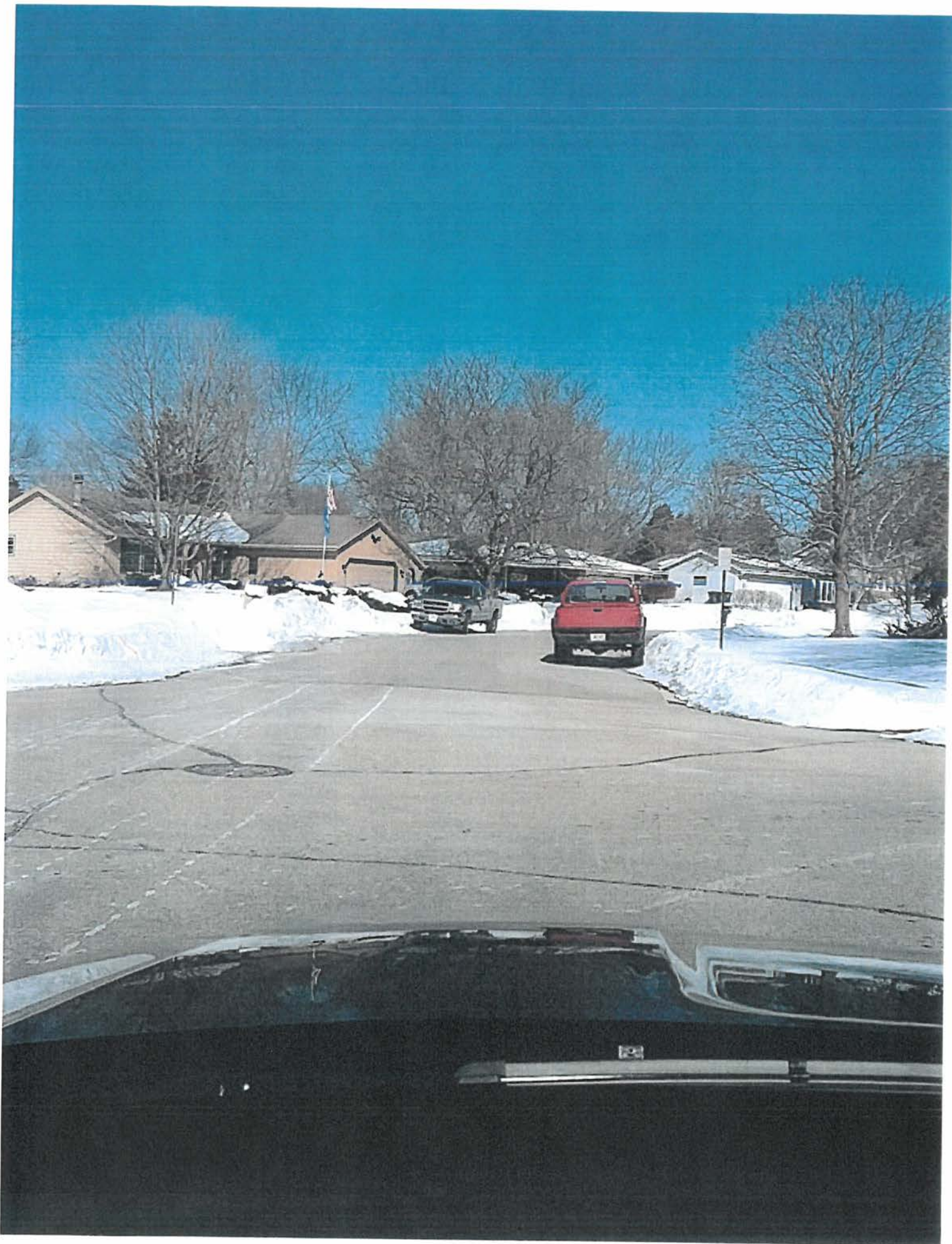
S93 W28220

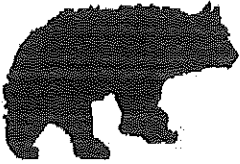
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1015-1045







# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works Committee/Village Board
Topic:	Annual Stormwater Report
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

---

### Information

**Subject:** Annual stormwater report submittal.

**Background Information/Rationale:** Annual reporting on the Village's efforts and practices is a requirement of the MS4 permit that's due March 31<sup>st</sup> of each year. Data collection, documentation, summary reports and an impaired waters strategy are included in this year's report.

**Key Issues for Consideration:** No action is required. The full report is available on the Villages website at

<https://villageofmukwonago.com/wp-content/uploads/2019/03/2018-Storm-Water-Annual-Report.pdf>

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

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

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### Attachments

Summary of the 2018 MS4 Annual Report.

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# Submittal of Annual Reports and other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is deleted.

## Reporting Information

**Submittal Type:** Annual Report

**Project Name:**

**County:** Waukesha

**Municipality:** Mukwonago, Village

**Facility Number:** 35717

**Reporting Year:** 2018

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for Municipal storm water permit eReporting [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following items as appropriate using the attachments tab above
  - a. Construction Site Pollution Control Annual Report Summary
  - b. Illicit Discharge Detection and Elimination Annual Report Summary
  - c. Leaf and Yard Waste Management
  - d. Municipal Cooperation Attachment
  - e. Municipal Facility Inspections
  - f. Pollution Prevention Annual Report Summary
  - g. Post-Construction Storm Water Management Annual Report Summary
  - h. Public Education and Outreach Annual Report Summary
  - i. Public Involvement and Participation Annual Report Summary
  - j. Storm Water Consortium/Group Report
  - k. Storm Sewer System Map Annual Report Attachment
  - l. Storm Water Quality Management Annual Report Attachment
  - m. TMDL Attachment
  - n. Winter Road Maintenance
  - o. Other Annual Report Attachment
- Sign and Submit form

**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Mukwonago, Village

**Facility ID # or (FIN):** 35717

**Updated Information:**  Check to update mailing address information

**Mailing Address:** 440 River Crest Court

**Mailing Address 2:**

**City:** Mukwonago

**State:** Wisconsin

**Zip Code:** 53149 XXXXX or XXXXX-XXXX

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** Ron

**Last Name:** Bittner

Select to **update** current contact information

**Title:** PW Director

**Mailing Address:** 440 River Crest Court

**Mailing Address 2:**

**City:** Mukwonago

**State:** WI

**Zip Code:** 53149 XXXXX or XXXXX-XXXX

**Phone Number:** 262-363-6447 **Ext:** XXX-XXX-XXXX

**Email:** rbittner@villageofmukwonago.com

**Additional Contacts Information (Optional)**

- I&E Program  
 IDDE Program

**Individual with responsibility for:  
(Check all that apply)**

- IDDE Response Procedure Manual
- Municipal-wide Water Quality Plan
- Ordinances
- Pollution Prevention Program
- Post-Construction Program
- Winter roadway maintenance

**First Name:**

**Last Name:**

**Title:**

**Mailing Address:**

**Mailing Address 2:**

**City:**

**State:**

**Zip Code:**  XXXXX or XXXXX-XXXX

**Phone Number:**  Ext:  XXX-XXX-XXXX

**Email:**

1. Does the municipality rely on another entity to satisfy some of the permit requirements? If yes, enter entity name (government, consultant, group/organization).

Yes  No

Public Education and Outreach: Waukesha County

Public Involvement and Participation: Waukesha County

Illicit Discharge Detection and Elimination:

Construction Site Pollutant Control: Ruerkert & Mielke, INC.

Post-Construction Storm Water Management:

Pollution Prevention

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

Yes  No

### Missing Information



Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (05/17)

**Minimum Control Measures- Section 1 : Complete**

**1. Public Education and Outreach**

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Mechanism that best describes how the topic message was conveyed to your population. Use the **Add Activity** to add multiple Mechanisms. For Quantity, choose the range for the number of Mechanisms chosen (i.e., number of workshops, events).

<b>Topic: Detection and elimination of illicit discharges</b>			
<b>Mechanism</b>	<b>Quantity (optional)</b>	<b>Est. People Reached (optional)</b>	<b>Regional Effort? (optional)</b>
<u>Active distribution of print media (mailings, newsletters, etc)</u>	<u>1 - 9</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Educational activities (School presentations, summer camps, etc)</u>	<u>1 - 9</u>	<u>20 - 49</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Targeted group training (contractors, consultants, etc.)</u>	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Other</u>	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Management of materials that may cause storm water pollution from automobiles, pet waste, household hazardous waste and household practices</b>			
<b>Mechanism</b>	<b>Quantity (optional)</b>	<b>Est. People Reached (optional)</b>	<b>Regional Effort? (optional)</b>
<u>Direct one-on-one communication</u>	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Government event (public hearing, council meeting, etc.)</u>	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Workshops</u>	<u>1 - 9</u>	<u>20 - 49</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Signage</u>	<u>20 - 49</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Educational activities (School presentations, summer camps, etc)</u>	<u>20 - 49</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Informational booth at event</u>	<u>20 - 49</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Other</u>	<u>1 - 9</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups

Business  Developers  Industries  Restaurants  Other:

<b>Topic: Beneficial onsite reuse of leaves and grass clippings/proper use of lawn and garden fertilizers and pesticides</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Passive print media (brochures at front desk, posters, etc.)	1 - 9	20 - 49	<input checked="" type="radio"/> Yes <input type="radio"/> No
Informational booth at event	1 - 9	20 - 49	<input checked="" type="radio"/> Yes <input type="radio"/> No
Workshops	1 - 9	50 - 99	<input checked="" type="radio"/> Yes <input type="radio"/> No
Educational activities (School presentations, summer camps, etc)	20 - 49	100 +	<input checked="" type="radio"/> Yes <input type="radio"/> No
Direct one-on-one communication	1 - 9	1 - 9	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable audiences targeted for this topic.

Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Management of stream banks and shorelines by riparian landowners to minimize erosion and restore and enhance the ecological value of waterways</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Informational booth at event	20 - 49	100 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Direct one-on-one communication	1 - 9	1 - 9	<input type="radio"/> Yes <input checked="" type="radio"/> No
Informational booth at event	1 - 9	20 - 49	<input checked="" type="radio"/> Yes <input type="radio"/> No
Passive print media (brochures at front desk, posters, etc.)	1 - 9	10 - 19	<input checked="" type="radio"/> Yes <input type="radio"/> No
Educational activities (School presentations, summer camps, etc)	1 - 9	100 +	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

**Topic:** Inform and where appropriate educate those responsible for the design, installation, and maintenance of construction site erosion control practices and storm water management facilities on how to design, install and maintain the practices

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>1 - 9</u>	<u>10 - 19</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Workshops</u>	<u>1 - 9</u>	<u>100 +</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Tours</u>	<u>1 - 9</u>	<u>20 - 49</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

**Topic:** Identify businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences on methods of storm water pollution prevention

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Workshops</u>	<u>1 - 9</u>	<u>10 - 19</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:

**Topic:** Promote environmentally sensitive land development designs by developers and designers, including green infrastructure and low impact development

Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
<u>Direct one-on-one communication</u>	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Government event (public hearing, council meeting, etc.)</u>	<u>1 - 9</u>	<u>1 - 9</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Educational activities (School presentations, summer camps, etc)</u>	<u>1 - 9</u>	<u>20 - 49</u>	<input checked="" type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural
  Contractors
  General Public
  Public Employees
  Residential
  School Groups  
 Business
  Developers
  Industries
  Restaurants
  Other:



<b>Topic: Other (describe):</b> <input type="text"/>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Select...	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable audiences targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

b. Brief Public Education and Outreach program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

The Village contracts with Waukesha County for public education and outreach. Please see the attached summery report.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 9401-124 (08/17)

### Minimum Control Measures - Section 2 : Complete

#### 2. Public Involvement and Participation

a. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs and its requirements.

##### Elected Officials

Village Board, Committee and Plan Commission meetings.

##### Municipal Officials

Village Development meetings. Waukesha County provides partner updates to 108 individuals 6 times a year, conducts an annual meeting and a stormwater workshop.

##### Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Village Development and staff meetings. Waukesha County provides bi-monthly updates, conducts an annual meeting and a stormwater workshop.

b. Complete the following information on Public Involvement Activities related to storm water. Select the mechanism that best describes how the topic message was conveyed to your population. Use the Add Activity to add multiple mechanisms. For Quantity, choose the range for number Mechanisms chosen (i.e., number of workshops, events).

<b>Topic: Storm Water Management Plan and/or updates</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Website	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
Government Event (Public Hearing, Council Meeting, etc)	<u>1 - 9</u>	<u>10 - 19</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Storm water related ordinance and/or updates</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Website	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
Government Event (Public Hearing, Council Meeting, etc)	<u>1 - 9</u>	<u>10 - 19</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: MS4 Annual Report</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Website	<u>1 - 9</u>	<u>100 +</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No
Government Event (Public Hearing, Council Meeting, etc)	<u>1 - 9</u>	<u>10 - 19</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

<b>Topic: Volunteer Opportunities</b>			
<b>Mechanism</b>	<b>Quantity</b> (optional)	<b>Est. People Reached</b> (optional)	<b>Regional Effort?</b> (optional)
Clean-up events	<u>1 - 9</u>	<u>20 - 49</u>	<input type="radio"/> Yes <input checked="" type="radio"/> No

Select all applicable participants targeted for this topic.

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

Topic: Other (describe) :			
Mechanism	Quantity (optional)	Est. People Reached (optional)	Regional Effort? (optional)
Select...	Select...	Select...	<input type="radio"/> Yes <input type="radio"/> No

Select all applicable participants targeted for this topic .

- Agricultural  Contractors  General Public  Public Employees  Residential  School Groups  
 Business  Developers  Industries  Restaurants  Other:

c. Brief Public Involvement and Participation program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Village community groups conduct cleanup events. Waukesha utilizes up to 50 volunteers for w...

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

### Minimum Control Measures - Section 3 : Complete

#### 3. Illicit Discharge Detection and Elimination

- a. How many total outfalls does the municipality have?   Unsure
- b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?   Unsure
- c. From the municipality's routine screening, how many were confirmed illicit discharges?   Unsure
- d. How many illicit discharge complaints did the municipality receive?   Unsure
- e. From the complaint received, how many were confirmed illicit discharges?   Unsure
- f. How many of the identified Illicit discharges did the municipality eliminate in the reporting year?   Unsure
- g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.  Unsure
- Verbal Warning   
 Written Warning (including email)   
 Notice of Violation

Civil Penalty/ Citation

No Enforcement Action Taken

Additional Information:

- h. Brief Illicit Discharge Detection and Elimination program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Village staff evaluated priority outfalls throughout the village. Five outfalls exhibited flow, all within allowable limits. The screening reports are attached.

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

### Minimum Control Measures - Section 4 : Complete

#### 4. Construction Site Pollutant Control

a. How many total construction sites were active at any point in the reporting year?   Unsure

b. How many construction sites did the municipality issue permits for in the reporting year?   Unsure

c. Do the above numbers include sites <1 acre?  Yes  No  Unsure

d. How many erosion control inspections did the municipality complete in the reporting year?   Unsure

e. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.  Unsure

Verbal Warning

Written Warning (including email)

Notice of Violation

Civil Penalty/ Citation

Stop Work Order

Forfeiture of Deposit

No Authority

Other - Describe below

- f. Brief Construction Site Pollutant Control program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

The Village contracts with R&M Inc. for erosion control services. Weekly inspections are performed for village projects. Monthly inspections are completed for development sites.

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 1415-234 (05/17)

## Minimum Control Measures - Section 5 : Complete

### 5. Post-Construction Storm Water Management

- a. How many new construction sites with new structural storm water management practices\* have received local approvals?   Unsure

\*Structural practices, techniques or devices employed to avoid or minimize soil, sediment or pollutants carried in runoff to waters of the state (such as ponds, swales, infiltration basins, permeable pavement, catch basin sumps, etc.)

- b. How many privately owned storm water facility inspections were completed in the reporting year?   Unsure

- c. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism?  Unsure  
Check all that apply and enter the number of each used in the reporting year.

<input checked="" type="checkbox"/> Verbal Warning	<input type="text" value="1"/>
<input checked="" type="checkbox"/> Written Warning (including email)	<input type="text" value="1"/>
<input checked="" type="checkbox"/> Notice of Violation	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Civil Penalty/ Citation	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Forfeiture of Deposit	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Complete Maintenance	<input type="text" value="0"/>
<input checked="" type="checkbox"/> Bill Responsible Party	<input type="text" value="0"/>
<input type="checkbox"/> No Authority	<input type="text"/>
<input type="checkbox"/> Other - Describe below	<input type="text"/>

- d. Brief Post-Construction Storm Water Management program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

## Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

**Minimum Control Measures - Section 6 : Complete**

**6. Pollution Prevention**

Storm Water Management Facility Inspections (ponds, biofilters, etc.)  Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water facilities ?   Unsure
- b. How many new municipally owned storm water facilities were installed in the reporting year ?   Unsure
- c. How many municipally owned storm water devices were inspected in the reporting year?   Unsure
- d. What elements are looked at during inspections (200 character limit)?

Erosion, embankment /berm condition, proper vegetation, animal burrows, outlet structure maintenance, water quality and trash.

- e. How many of these facilities required maintenance?   Unsure

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review)  Not Applicable

- f. How many inspections of municipal properties been conducted in the reporting year?   Unsure
- g. Have amendments to the SWPPPs been made?  Yes  No  Unsure
- h. If yes, describe what changes have been made (200 character limit):

Collection Services - *Street Sweeping / Cleaning Program*  Not Applicable

- i. Did the municipality conduct street sweeping/cleaning during the reporting year?  Yes  No  Unsure
- j. If known, how many tons of material was removed?   Unsure
- k. Does the municipality have a low hazard exemption for this material?  Yes  No
- l. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program*  Not Applicable

- m. Did the municipality conduct catch basin sump cleaning during the reporting year?

Yes  No  Unsure

- n. How many catch basin sumps were cleaned in the reporting year?   Unsure
- o. If known, how many tons of material was collected?   Unsure
- p. Does the municipality have a low hazard exemption for this material?  Yes  No
- q. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?  
 Yes  
 No - Explain \_\_\_\_\_  
 Not Applicable

**Collection Services - Leaf Collection Program**  Not Applicable

- r. Does the municipality conduct curbside leaf collection?  Yes  No  Unsure
- s. Does the municipality notify homeowners about pickup?  Yes  No  Unsure
- t. Where are the residents directed to store the leaves for collection?  
 Pile on terrace  Pile in street  Bags on terrace  Unsure  
 Other - Describe Reusable containers
- u. What is the frequency of collection?  
 Two village wide events were held in November for leaf collection.
- v. Is collection followed by street sweeping/cleaning?  Yes  No  Unsure

**Winter Road Management**  Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

- w. How many lane-miles of roadway is the municipality responsible for doing snow and ice control?   Unsure
- x. Provide amount of de-icing products used by month last winter season?  
 Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
Salt	<input type="text" value="0"/>	<input type="text" value="85"/>	<input type="text" value="39"/>	<input type="text" value="335"/>	<input type="text" value="250"/>	<input type="text" value="27"/>

**Liquids (gallons) (ex. brine)**

	Oct	Nov	Dec	Jan	Feb	Mar
Brine	<input type="text" value="0"/>	<input type="text" value="3965"/>	<input type="text" value="842"/>	<input type="text" value="6153"/>	<input type="text" value="7789"/>	<input type="text" value="1836"/>

- y. Was salt applying machinery calibrated in the reporting year?  Yes  No  Unsure
- z. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No  Unsure

If yes, describe what training was provided (200 character limit):

When:

How many attended:

### Internal (Staff) Education & Communication

- aa. Has training or education on SWPPPs for municipal facilities been held for municipal or other personnel?  Yes  No  Unsure

If yes, describe what training was provided (200 character limit):

New employees are trained on best practices for yard house keeping during quarterly inspections and as tasks are performed.

When:

Quarterly inspections

How many attended:

2

- ab. Brief Pollution Prevention program information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

Quarterly inspection are conducted by supervision and attended by staff as preventive training. An emphasis is placed on good house keeping and preventive measures.

### Missing Information

Do not close your work until you SAVE.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (09/17)

### Minimum Control Measures - Section 7: Complete

#### 7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?  Yes  No  Unsure

If yes, check the areas the map items that got updated or changed:

- Storm water treatment facilities  
 Storm pipes  
 Vegetated swales  
 Outfalls  
 Other - Describe below

- b. Brief Storm Sewer System Map information for inclusion in the Annual Report. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

New development added BMPs, storm pipe and catch basins. An updated PDF is included with this report.



**Missing Information**

Do not close your work until you SAVE.

Form 3400-224 (09/17)

**Final Evaluation - Complete****Fiscal Analysis**

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

**Element: Public Education and Outreach**

750	750	750	<u>General revenue fund</u>
75	75	75	<u>Storm water utility</u>

**Element: Public Involvement and Participation**

750	750	750	<u>General revenue fund</u>
75	75	75	<u>Storm water utility</u>

**Element: Illicit Discharge Detection and Elimination**

3500	3500	3500	<u>General revenue fund</u>
350	350	350	<u>Storm water utility</u>

**Element: Construction Site Pollutant Control**

10000	10000	10000	<u>Tax Incremental Finance District.</u>
20000	20000	20000	<u>Permit fee and/or deposit/escrow</u>
5000	5000	5000	<u>General revenue fund</u>

**Element: Post-Construction Storm Water Management**

500	500	500	<u>Storm water utility</u>
8000	3000	6000	<u>General revenue fund</u>

**Element: Pollution Prevention**

500	500	500	<u>Storm water utility</u>
-----	-----	-----	----------------------------

11047	15894	16915	<u>General revenue fund</u>
-------	-------	-------	-----------------------------

**Element:** Storm Water Quality Management

100	100	100	<u>Storm water utility</u>
8243	9259	8257	<u>General revenue fund</u>

**Element:** Storm Sewer System Map

500	500	500	<u>General revenue fund</u>
-----	-----	-----	-----------------------------

**Other (describe)**

			<u>Select...</u>
--	--	--	------------------

Please provide a justification for a "0" entered in the Fiscal Analysis

**Water Quality**

**a:** Were there any known water quality improvements in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**c:** Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

**d:** Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

**Additional Information**

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. If your response exceeds the 200 character limit, attach supplemental information on the attachments page.

The Village is retrofitting a pond in 2019 to increase the removal of TSS with the aid of an Urban Non Point Source grant.

## Missing Information

Do not close your work until you SAVE.

Form 3400-224 (09/17)

### Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

Do not close your work until you **SAVE**.


## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)  
\*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

### Storm Sewer System Map

 File Attachment

[MukwonagoMS4\\_2019.pdf](#)

### Attach Documents

#### AR EOFIN

 File Attachment


[PublicEducationOutreach.pdf](#)

#### AR CSPCFIN

 File Attachment

[ConstructionSitePollutionControl.pdf](#)

#### AR PCSSWFIN

 File Attachment

[PostConstructionStormwater.pdf](#)

#### AR IDDEFIN

 File Attachment

[IDDE.pdf](#)

#### AR PPFIN

 File Attachment

[PollutionPrevention.pdf](#)

#### AR WintRdMainFIN

 File Attachment


[WinterRoadMaintenace.pdf](#)

#### AR LeafYardMgmtFIN

 File Attachment


[LeafYardWaste.pdf](#)

## AR MuniFacInspFIN

 File Attachment

[MinicipalFacilityInspections.pdf](#)

## AR OtherFIN

 File Attachment

[MukwonagoImpairedWatersStrategy20181116.pdf](#)

(To remove additional items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

## **Missing Information**

Draft and Share PDF Report with Municipality's Governing Body.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been approved by the governing body, you will have to come back to the MS4 eReporting system to submit the report to the DNR.

[\*\*Draft and Share PDF Report with Municipality's Governing Body\*\*](#)

## Sign and Submit Your Application

### Steps to Complete the signature process

1. Read and Accept the Terms and Conditions
2. Press the Submit and Send to the DNR button

**NOTE:** For security purposes all email correspondence will be sent to the address you used when registering your WAMS ID. This may be a different email than that provided in the application. For information on your WAMS account click [HERE](#).

### Terms and Conditions

**Certification:** I hereby certify that I am an authorized representative of the municipality covered under Mukwonago, Village MS4 Permit for which this annual report or other compliance document is being submitted, and that the information contained in this submittal and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.

Signee (must check current role prior to accepting terms and conditions)

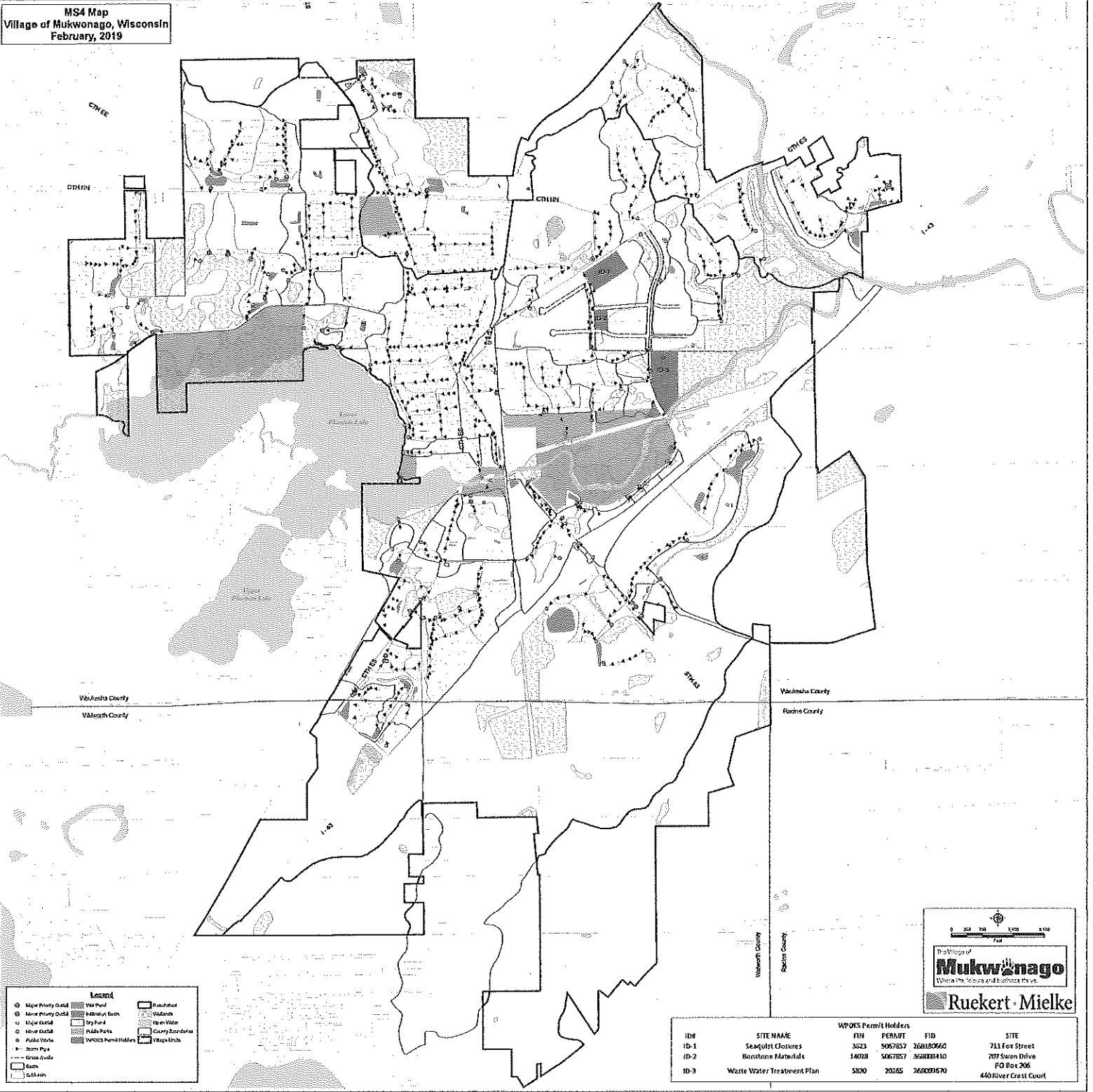
- Authorized municipal contact using WAMS ID.
- Delegation of Signature Authority ( Form 3400-220 ) for agent signing on the behalf of the authorized municipal contact.
- Agent seeking to share this item with authorized municipal contact (authorized municipal contact must get WAMS id and complete signature).

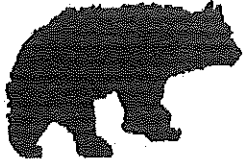
Authorized Signature.

- I accept the above terms and conditions.

After providing the final authorized signature, the system will send an email to the authorized party and any agents. This email will include a copy to the final read only version of this application.

**MS4 Map**  
**Village of Mukwonago, Wisconsin**  
**February, 2019**





## 2018 Stormwater Activity Summary Report

### Public Education and Outreach:

The Village contracts and participates in the Waukesha County program for education and outreach. Information regarding events and programs are linked on the Villages website and available at the Village Hall.

### Target Audience: General Public

- In working to earn their Bronze Award, a girl scout troop learned about the environmental effects of pet waste and participated in the assembly of a pet waste station.
- A local business and community group conducted spring cleanup events.
- The Village hosted Waukesha County at National Night Out where an interactive booth was displayed.
- Host site for Waukesha County hazardous waste collection and electronics recycling programs.
- Staff met with residents regarding rain garden installation.
- Staff met with Home Owners Associations regarding the importance of BMP maintenance and inspections.

### Target Audience: Contractors Developers

- Promote green infrastructure during pre-development meeting.
- Inform developers as to village and private green infrastructure on adjacent properties.



## **2018 Activity Summary Report Waukesha County Storm Water Education Program**

As part of the agreements Waukesha County has with 26 participating communities, and as required in our storm water discharge permits from DNR, an annual report of storm water education activities is required. This report represents a summary of the activities Waukesha County has been involved with during 2018, sorted by the target audience.

### **Target Audience: Contractors, Developers, Consultants and Municipal officials**

- Held annual storm water workshop in March, focused on green infrastructure. Workshop was filled with 110 people and received very positive ratings in evaluations.
- Hosted grand opening of new exhibit area in Retzer Nature Center for elected officials.
- Hosted Southeast Area Land Conservation Tour with 30 people in attendance.

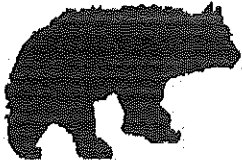
### **Target Audience: General Public**

- Two groups in two different communities stenciled storm drains with “dump no waste” message.
- Produced and released 8 different news articles or ads on various topics such as rain gardens, rain barrels, soil health and aquatic invasive species.
- Distributed over 77,700 tax inserts with recycling and storm water information
- Presented hands-on programs on storm water runoff and pollution prevention actions to 798 county residents at 23 different events/locations.
- Toured the display boards to 22 different community events/locations with an estimated audience of over 16,000 people. The display covers basic storm drain and runoff information as well as specific information on rain gardens, rain barrels, shoreland restoration, pet waste, car washing, fertilizer, chemical use and more.
- Opened new permanent display at Retzer Nature Center with an estimated attendance of over 16000.
- Offered 2 programs on rain gardens and rain barrels to 83 people.
- Sold 21 rain barrels in promotional 1 day sale.
- Provided equipment and maintained 35 stream monitoring sites throughout the county. Of these, 5 sites were monitored at level 2. Nineteen new volunteers were trained this year at level 1. One site received state funding for phosphorus sampling.
- Taught 1 yard care/composting classes with 57 people attending.
- Sold 18 compost bins through special sales.
- Composted over 3000 tons of community yard waste at the Waukesha County Yard Waste Composting site in the Town of Genesee.
- Collected over 211,000 pounds of household and agricultural hazardous waste from 4 permanent county collection points and several seasonal sites with a total of over 4800 participants.

- Taught 2 Green Cleaning classes to 25 people.

#### **Teachers and Students**

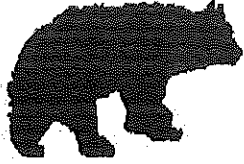
- Trained 34 local teachers through a bus tour of local sites. Sites included Retzer Nature Center, EB Shurts Building and Carroll Universities Prairie Springs Field Station.
- Trained 12 teachers/naturalists in Project WET (Water Education for Teachers), a hands-on supplement of water related educational activities.
- Presented at 45 schools to over 2200 students information on runoff pollution and how to prevent it.
- Provided field experience in water testing for 10 schools and over 870 students.
- Funded four school water projects through the Green Schools program. Through this program, the county offers technical and financial assistance in recycling, waste reduction, water conservation and water pollution control activities. Projects included rain garden plants for St. Mary's Menomonee Falls and Menomonee Falls High School, and rain barrels for Prairie Hill Waldorf and Pewaukee Schools.



## 2018 Stormwater Activity Summary Report

### Construction Site Pollution Control:

- There was a total of 21 active sites during the reporting year.
- Ten new permits were issued.
- 178 inspections completed by Ruckert & Mielke, Inc. the village's contracted engineering firm.
- 105 inspection reports identified erosion control violations.
- One notice of violation was issued regarding unresolved violations. The issue was resolved shortly after the developer received the letter outlining the next step unless the site was brought into compliance.
- Ruckert & Mielke, Inc staff inspect the Village's project best management practices within 24 hours after each rain event of 0.5 inch or more, and at least once each week.
- Private development sites best management practices shall be inspected within 24 hours after each rain event of 0.5 inch or more that results in runoff, and at least once each week by a qualified inspector.
- Development sites are inspected monthly by R & M staff unless reported violations require weekly site visits.
- Construction review technicians (CRT) are updated on site erosion control issues and provide another source for issues and corrective actions.



## 2018 Stormwater Activity Summary Report

### Post Construction Stormwater Management:

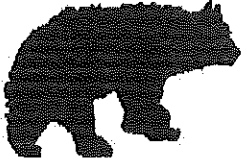
- The Village began construction on an industrial complex in the spring of 2018. The site contains five lots served by two regional ponds and 1-3 additional lots with onsite stormwater BMPs.
- Storm water maintenance agreements and as-builts for new developments are enter in Village's GIS as data becomes available.
- Private BMP inspections are the responsibility of their owners.
- Village staff visually monitor private sites for compliance while completing IDDE inspections.
- Village staff inspect and provide general maintenance for Village owned structures.



## 2018 Stormwater Activity Summary Report

### Municipal Facility Inspections.

- Municipal yard inspections are conducted quarterly by department supervision.
- One to two staff members participate in inspections as training.
- Good housekeeping practices are maintained.
- Street sweeping debris is tarped until it's removed by Johns Disposal to Mallard Ridge Landfill.
- Asphalt lot areas are swept as part of the street sweeping operation.
- Stock piles are stored in concrete block bins and tarped depending on product.
- Salt storage facility is monitored during snow and ice control operations and inspected annually as required by the state.
- Salt loading area is maintained, and spilled material is swept back into the shed.
- Salt brine manufacturing and storage are located indoors.
- The fueling station contains two double walled 500-gallon tanks, diesel and unleaded.
- Spill kits are located at the fueling station and inside the shop.
- Waste oil is stored in a steel tank with spill containment indoors.
- No equipment washing takes place outdoors.
- Equipment maintenance and repairs are conducted indoors.
- Shop floor drains have oil separators and are monitored during the quarterly inspection. Cleaned as needed or annually at a minimum.

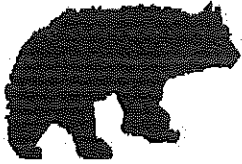


## 2018 Stormwater Activity Summary Report

### Leaf and Yard Waste:

The Village contracts for residential yard waste collections with Johns Disposal Inc...

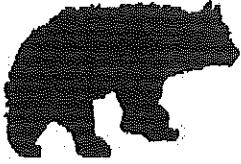
- Five curbside collection events were held in 2018.
- Two collections are scheduled in November targeting leaf collection.
- 171 Tons of yard waste was collected.
- 99.4 tons were collected during the fourth quarter of 2018 compared to 86.8 tons collected during the same time frame in 2017.
- Leaves that accumulate in the streets are removed by village staff with a vacuum sweeper. The sweeper is run at a lower RPM during leaf collection operations to prevent contamination from normal street debris.
- Park leaves are mulched and left on site.



## 2018 Stormwater Activity Summary Report

### Winter Road Maintenance:

- 91 lane miles are maintained for snow and ice control by anti-icing, plowing and salting operations.
- 663 tons of salt and 6044 gallons of pre-wet salt brine was applied during 22 snow/ice control operations.
- 14,500 gallons of salt brine was applied to 382 lane miles over 13 anti-icing operations.
- Salt is only applied in enough quantities to provide safe driving conditions while considering the environmental effects of chloride.
- Salt, prewet and anti-icing brine application equipment is calibrated annually.
- Efficient cutting edges are installed on plows reducing the residual snow on the street allowing less salt to be required during operations.
- Anti-icing operations are conducted when weather conditions are appropriate.
- Route drivers are updated on weather conditions as events unfold to ensure proper product applications.
- Snow removal operations are conducted in the downtown when pedestrian safety is an issue.
- Removed snow is stored at a lot near River Crest Court and Main St.
- The Town of Vernon purchases salt brine from the village for the pre-wet and anti-icing program.

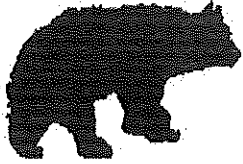


## 2018 Stormwater Activity Summary Report

### Pollution Prevention:

- There are 67 BMPs in the village.
- Three vortechnic devices are owned and maintained by the village. Annual inspections and cleaning operations conducted and documented.
- Four infiltration and 10 wet ponds are owned and maintained by the Village.
- Four rounds of street and lot sweeping were completed in 2018 with 67 tons of debris collected.
- Street sweeping operations are conducted just prior to leaf fall and collection.
- 191 catch basins were cleaned, inspected and documented with 4 tons of debris collected.





## 2018 Stormwater Activity Summary Report

### IDDE:

- There are 128 outfalls in the village. 14 of the 31 major outfalls and 97 minor outfalls are identified as priority.
- The village is divided into five zones for outfall inspections.
- Village wide priority outfalls and outfalls within the designated zone are inspected annually. In 2018.
- The 14 priority (9 major and 5 minor) and three additional out falls from zone 3 were inspected.
- Five inspections exhibited minor flows and were within allowable limits. Screening sheets are included in the summary.

One self-reported Illicit discharge was reported by Walmart # 1571 resulting in a verbal warning. A sewer lateral back up caused raw sewage to weep from an inspection cover in the parking lot towards a private stormwater pond. Reports are included from village staff and a corresponding email from store management about environmental cleanup and disposal.

**VILLAGE OF MUKWONAGO  
IMPAIRED WATERS STRATEGY  
NOVEMBER 2018**

IMPAIRED WATERS REQUIREMENT IN THE MS4 STORM WATER PERMIT

The Village of Mukwonago is required to reduce the pollutants found in urban storm water runoff that flow through the Village's municipal storm sewer system and ultimately reach the local surface waters per the WPDES Municipal Separate Storm Sewer System (MS4) Permit No. WI-S050075-2. Section 1.5 of the MS4 permit requires the Village to identify any waterbodies that are listed on the most recent version of the Wisconsin Department of Resources' (WDNR) Impaired Waters List and develop a strategy to reduce the pollutants of concern that may be discharged to these waterbodies through the Village's municipal storm sewer system. This strategy is required to be submitted with the Village's MS4 permit Annual Report by March 31 of each year. The WDNR is required by the U.S. Environmental Protection Agency (EPA) to monitor waterbodies and determine if the waterbody is meeting water quality standards and/or supporting healthy, swimmable, fishable conditions. A revised Impaired Waters List is required to be submitted to EPA every 2 years. WDNR uses the WisCALM stream assessment methodology to determine if previously unlisted waterbodies should be listed, if previously listed waterbodies should continue to be listed, or if previously listed waterbodies have improved to the point where the waterbody can be removed from the Impaired Waters List (or "de-listed"). The 2018 Impaired Waters List was approved by EPA in August 2018 and was considered for the development of this report.

WATERWAYS IN VILLAGE OF MUKWONAGO

The Village of Mukwonago has many water resources located within its boundaries, providing recreational and viewing opportunities to residents and visitors alike. The majority of land, and therefore storm sewer system, in the Village drains to Lower Phantom Lake. Lower Phantom Lake is not currently included on the Impaired Waters List. The Village drains to five waterbodies:

1. Lower Phantom Lake
2. Mukwonago River
3. Tributary to the (IL) Fox River
4. Tributary to Honey Creek
5. (IL) Fox River

Of these five waterbodies, only the (IL) Fox River is currently included on the 2018 Impaired Waters List. In-stream assessments and data collection have revealed the condition of this river to be "impaired", meaning the water quality standards are not currently being met or the physical, biological and/or chemical conditions of the creek are not suitable to support the type of species associated with the waterbody's designated use.

### Mukwonago River Drainage Area

The Mukwonago River Watershed is 86 square miles and its land use is primarily agricultural (46%), forests (26%), and wetlands (11%). Only four percent of the land is made up of suburban land use, although the development has been increasingly rapidly in recent years.

### Lower Phantom Lake

Lower Phantom Lake is a 373-acre lake on the Mukwonago River managed for fishing and boating that is not currently listed as impaired. The lake is a result of impoundment by a dam on the east end of the lake, in the Village of Mukwonago. Public access to Lower Phantom Lake is by a fishing pier and boat ramp in Phantom Glen Park, which the Village of Mukwonago improved in 2018. New storm water treatment features were included to capture TSS, phosphorus and other urban storm water pollutants from the parking lot from reaching the lake. Access to the lake is also available at several road ends.

The Phantom Lakes Management District educates residents on lake management and water quality efforts, including the annual aquatic plant harvesting program. Harvesting efforts cut and remove aquatic plants each year, removing sources of phosphorus that would otherwise decompose and recycle in the lake.

### Mukwonago River

The Mukwonago River is a 16.8-mile river that runs through Walworth and Waukesha County to the confluence with the Fox River north of I-43 in the northeast area of the Village of Mukwonago. Upper and Lower Phantom Lake discharges to the Mukwonago River in the Village of Mukwonago. The Mukwonago River is not considered impaired and is currently one of the cleanest and most biodiverse streams in southeastern Wisconsin.

### (IL) Fox River Drainage Area

The Middle Fox River – Illinois Watershed is 248 square miles in size, and its land use is primarily rural with agricultural using 41%. Grasslands, wetlands, and forests make up another 45%, and urban areas make up almost 4%. The entire portion of the Fox River that stretched through this watershed is listed as impaired.

Tributary to (IL) Fox River (Unnamed 769000)

A tributary to the (IL) Fox River (Unnamed 769000) runs through the south end of the Vernon Wildlife to the confluence with the Fox River in the northeast corner of the Village. The stream is 2.52 miles long and is categorized as coldwater, cool-cold headwater, warm headwater. The stream is not listed as an impaired waterway.

Sugar and Honey Creek Drainage Area

The Sugar and Honey Creeks Watershed covers 170 square miles primarily in Walworth County. Echo Lake is the downstream limit of the watershed, and Sugar Creek and Honey Creek come together at the Honey Lake impoundment before emptying in to the lake. Land use within the watershed boundaries is mainly rural agriculture (58%) with urban lands covering just over 1%.

Tributary to Honey Creek (Unnamed, WBIC 5038568)

An intermittent tributary stream (Unnamed WBIC 5038568) to Honey Creek is located in the far south area of the Village. This stream is not currently on the Impaired Waters List.

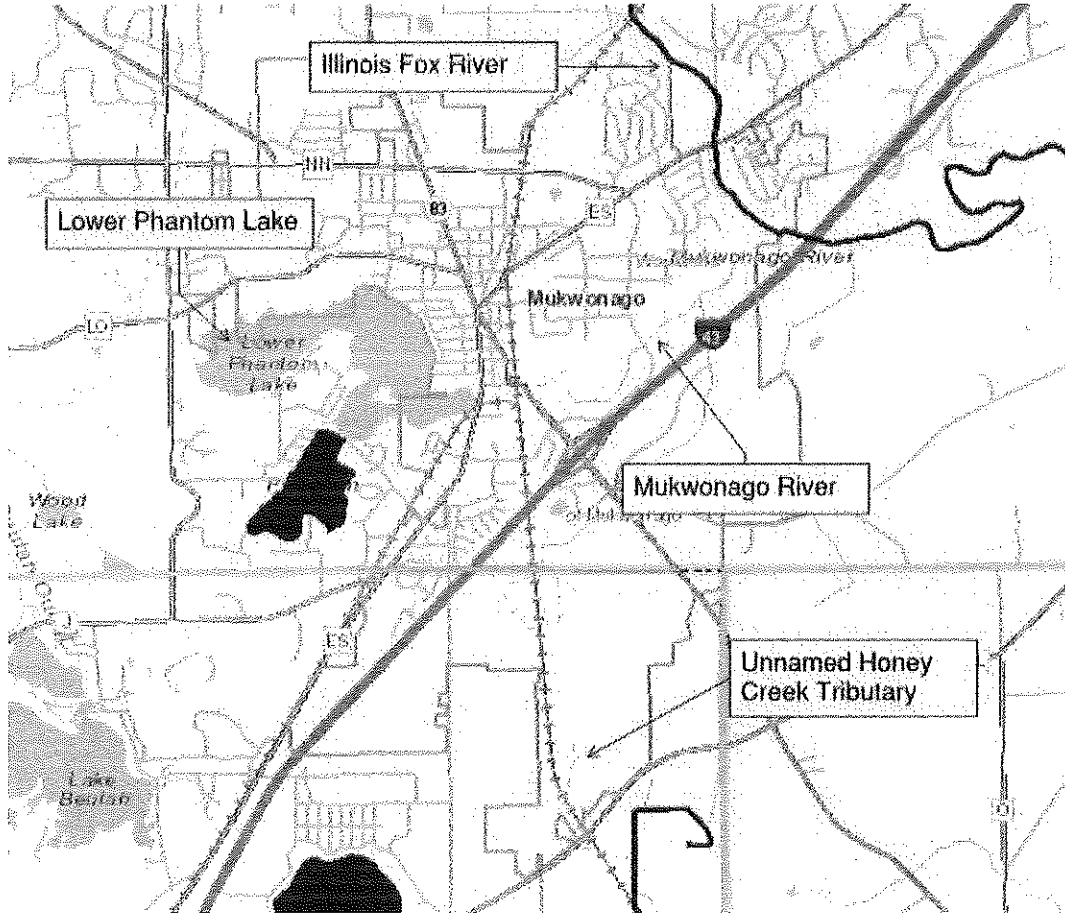
IMPAIRED WATERS IN THE VILLAGE OF MUKWONAGO

(IL) Fox River

The Fox River begins near the Washington County-Waukesha County border, north of the City of Pewaukee. The river flows in a southerly direction through Waukesha, Racine and Kenosha Counties, crosses the Illinois border, then flows into the Illinois River prior to the confluence of the Illinois River and the Mississippi River. This river is referred to as the “(Illinois) Fox River” to avoid confusion with a different major river in northeastern Wisconsin, also called the “Fox River”, which discharges to Green Bay.

The impaired 20.11-mile-long segment of the Fox River that stretches from southern Waukesha and passes through the northeastern area of the Village of Mukwonago is considered a warm mainstem in poor condition. The areas of the City that drain directly to the Fox River include industrial, residential and some transportation and commercial land uses. The river has been listed on the Impaired Waters List for Contaminated Fish Tissue due to PCBs since 2008. PCB contamination in the river would typically not come from a storm water or runoff source. The Fox River has been listed on the Impaired Waters List for total phosphorus since 2014, however the impacts from the high phosphorus levels has not been identified in a specific impairment type. More data in the future may identify the impacts that the high phosphorus levels are having on this stretch of the river.

**Exhibit 1-1 Village of Mukwonago Impaired Waterways Map  
(Impaired waterways are shown in red.)**



Source: Wisconsin Department of Natural Resources Surface Water Data Viewer

**Table 1-1: Middle Fox River – Illinois Drainage Area Impairments by Waterbody**

<b>WATERBODY</b>	<b>POLLUTANT</b>	<b>IMPAIRMENT INDICATOR</b>	<b>SOURCE</b>
<b>(IL) FOX RIVER</b>	PCBs	Contaminated Fish Tissue	N/A
	Total Phosphorus	N/A	Nonpoint source

POLLUTANTS OF CONCERN & SOURCES

There are two general types of water pollution: point source and nonpoint source. Point source pollution comes from identifiable, localized sources that discharge directly into a waterbody, usually through a distinct outfall. Industries and wastewater treatment facilities are two common point sources. Storm water runoff from certain urban areas is also considered a point source.

Nonpoint source pollution comes from land use activities such as agriculture and other non-localized sources. Most nonpoint source pollution occurs as a result of runoff. When rain or melted snow moves over and through the ground, the water carries any pollutants it comes into contact with into nearby waterways.

Section 303(d) of the Federal Clean Water Act requires each state to identify those waters within its boundaries which are not meeting their designated uses due to an exceedance of water quality standards for any applicable pollutant. Essentially, the Clean Water Act required Wisconsin to identify waterways that are too polluted to function as originally intended. There are currently over 1,050 waterbodies on Wisconsin’s Impaired Waters List.

The primary pollutants of concern currently being addressed through urban storm water and rural runoff controls are sediment (TSS), total phosphorus (TP), Chlorides and Bacteria (e. coli and fecal coliform). Sources of bacteria, phosphorus, chlorides and sediment loadings include discharges from regulated wastewater treatment facilities, regulated industrial sites and runoff from agricultural land, urban land (both regulated municipal storm sewer system areas and non-regulated areas), and natural areas (i.e., forests and wetlands).

TSS / Sediment

Many waterbodies in Wisconsin are impaired due to excess sediment loading. Sediment that is suspended in the water scatters and absorbs sunlight, reducing the amount of light that reaches submerged aquatic vegetation, which reduces its photosynthetic rate and growth. Bottom-rooted aquatic plants, or macrophytes, produce oxygen, provide food and habitat for fish and other aquatic life, stabilize bottom sediments, protect shorelines from erosion and take up nutrients that would otherwise contribute to nuisance algae growth. As photosynthetic rates decrease, less oxygen is released into the water by the plants. If light is completely blocked from bottom dwelling plants, the plants will stop producing oxygen and will die. As the plants decompose, bacteria will use up even more oxygen from the water. Reduced water clarity can also have direct impacts on aquatic fauna including fish, waterfowl, frogs, turtles, and insects. Suspended sediments interfere with the ability of fish and waterfowl to see and catch food and

can clog the gills of fish and invertebrates, making it difficult for them to breathe. When sediments settle to the bottom of a river, they can smother the eggs of fish and aquatic insects, as well as suffocate newly hatched insect larvae. Settling sediments can also fill in spaces between rocks, which could have been used by aquatic organisms for homes. Excess sediments can also cause an increase in surface water temperature. As the sediment particles absorb heat from sunlight, dissolved oxygen levels can fall even farther (warmer waters hold less dissolved oxygen), and further harm aquatic life.

Sediment and TSS that enter local waterways also carry nutrients, heavy metals and other pollutants into waterbodies. A large proportion of the phosphorus that moves from land to water is attached to sediment particles. This phenomenon can be seen in both spatial and temporal patterns of phosphorus and sediment movement. In general, this means that managing sediment sources can help manage phosphorus sources.

A municipal separate storm sewer system (MS4) discharges storm water directly into local streams, lakes and wetlands without being treated first to remove pollutants, letting the sediment and attached pollutants reach the waterway unimpeded. Urban runoff consists of a variety of pollutants, including sediment, excess nutrients (including phosphorus), metals, chlorides, PAHs, grease and oil, and more. Many of these attach to small soil particles, which wash off roads, parking lots, sidewalks, parks and lawns and into the storm sewer system.

Construction sites have traditionally been a source of a significant portion of the sediment reaching the local waterways in an urban area. The impact of past land uses can affect the quality of the soil on-site, such as past contamination from industrial uses, spills and underground fuel tanks. Inorganic pollutants and metals attached to sediment are transported to streams, lakes and wetlands during rain events and springtime snow melt. In the past 20 years, significant strides have been made to control sediment and erosion on construction sites. New products and practices to keep sediment on-site have become routine for many contractors, developers, engineers, inspectors and reviewers. As more people recognize the benefit of using these practices, construction sites will have less of an overall impact on these waterways.

Other sources of pollutants found in urban runoff include excess nutrients and inorganic materials which accumulate on roads, parking lots, sidewalks, lawns, and other areas that drain to the storm sewer system. Tiny exhaust particles, bits of tire rubber, rust pieces and dripping oil or grease are examples of residue from cars, trucks and other vehicles that are deposited on the ground until rain or melting snow wash these pieces down the road and into the storm sewer. Excess nutrients from lawn fertilizers, urban wildlife such as geese, raccoons and sea gulls, and pet waste can accumulate in the waterways in concentrations that are unhealthy for fish and aquatic organisms. At times, the runoff from these areas can be unhealthy for humans as well as animal life. Excessive runoff events can send high flows of water from storm sewers to small creeks, picking up sediments from bank erosion and depositing that sediment in calm, shallow pools downstream.

Many traditional sources of runoff pollution in an urban area are permitted through the local, state or federal authorities. Industrial and manufacturing sites, construction sites, and community-wide municipal storm sewer systems are entities that are required to obtain permit coverage from the appropriate governing body in Wisconsin. In addition to permit conditions to minimize the discharge of pollutants for these entities, there are many practices individuals and homeowners can do to minimize the overall impact of pollutants to the local waterways. A few examples include washing cars at commercial car wash locations or in the grass to allow water to soak into the ground, picking up after pets, and installing rain gardens and rain barrels sized for single family homes to minimize the amount of runoff that reaches the road and the storm sewer system.

### Phosphorous

Although phosphorus is an essential nutrient for plant growth, excess phosphorus is a concern for most aquatic ecosystems. Where human activities do not dominate the landscape, phosphorus is generally in short supply, limiting the growth of algae and aquatic plants. When a large amount of phosphorus enters a waterway, it essentially fertilizes the aquatic system. This results in the rapid growth of aquatic plants and algae often referred to as an algal bloom. This condition of nutrient enrichment and high plant productivity is referred to as eutrophication.

Eutrophication can be detrimental to aquatic life, reduce recreational opportunities, and affect the economic well-being of the surrounding community. Eutrophication is the process where a waterbody ages, changing from a waterbody with moderate depth, clarity and limited aquatic plant growth to an aging waterbody, filling in with sediment, reduced clarity and abundant plant growth. Overabundant aquatic plant growth in a waterbody can lead to several undesirable consequences. Excessive growth of vegetation at the surface in a waterbody blocks sunlight from penetrating the water, choking out beneficial submerged aquatic vegetation. Large areas of excessive vegetation growth, including plants such as Eurasian water milfoil (*Myriophyllum spicatum*), water celery (*Vallisneria sp.*), and many different pondweeds (*Potamogeton sp.*) can inhibit or prevent access to a waterway, which restricts use of the water for fishing, boating, and swimming. Algal blooms may include blue-green algae or cyanobacteria, which can produce toxins that can be harmful to fish and pose health risks to humans and pets, including symptoms of stomach aches, rashes, diarrhea and vomiting in severe exposure conditions. Algal blooms, particularly those that form surface scums, are visually unappealing and can have unpleasant odors. This makes recreational use of the waterbody undesirable, impacting the everyday quality of life for people who live close to the affected waterway. Efforts to remove aquatic plants or treat plants and algae with herbicides and algaecides can have secondary impacts on the aquatic ecosystem and can be costly. When the large masses of aquatic plants from the bloom die off, the decomposition of organic matter depletes the supply of dissolved oxygen in the water, suffocating fish and other aquatic life. Depending on the timing and severity of the low dissolved oxygen event, large fish kills can occur.



## Chlorides

There are several significant sources of chloride in the environment: road salt, water softeners, wastewater treatment plants, private onsite wastewater treatment systems, fertilizers, chemical manufacturing, food processing, etc.

Road salt is one of the most significant of these sources. The common practice of deicing as a part of winter road management programs came to be in the mid-1950s. Prior to this time, snow was generally allowed to build up on pavement surfaces, requiring cars and trucks to use chains on their tires to increase traction and to drive slower than on dry roads. As road salt became more common and the amount of lane miles increased, public concern over the impacts of chlorides to private property, public infrastructure and the environment developed.

Chloride has negative effects on metal and concrete, which causes damage to cars and can compromise the structural integrity of pavements, bridges, and other infrastructure. High chloride concentration in runoff can damage roadside vegetation, alter soil composition, and decrease soil fertility. Chloride from road salt enters waterways through runoff and accumulates in lakes, reservoirs, wetlands, and groundwater. Chloride accumulation is a human health concern with respect to drinking water and can be detrimental to wildlife health upon consumption of runoff from snow/ice melt. There are also certain chemicals added to road salt which cause additional pollution in waterways (i.e. ferrocyanide additive to prevent caking).

Runoff water from road salt applications will settle to the bottom of lakes and reservoirs because high chloride concentration increases the density of water causing chemical stratification in the waterbody. This inhibits the waterbody's natural annual turnover and mixing cycle. Without this mixing, dissolved oxygen cannot reach the lower layers of the waterbody. Lack of dissolved oxygen causes the lower layers to not be able to support aquatic life, leading to chronic aquatic toxicity.

More directly, chronic exposures to high chloride concentrations have been shown to have negative effects on aquatic organisms. Examples discussed in the SEWRPC report, *Prospectus for A Chloride Impact Study for the Southeastern Wisconsin Region*, include reductions in reproduction by water fleas, oligochaete worms, rotifers, ciliates and clams; changes in the time needed to reach maturity in water fleas and frogs; reduced survival of fathead minnow eggs; immobilization of zooplankton; and reduced rates of seed germination in aquatic plants. These effects can alter the overall ecosystem such that it cannot function, which impacts the biological communities present, again leading to chronic aquatic toxicity. Due to the magnitude of this problem, more emphasis on controlling chloride levels in storm water can be expected.

## ALTERNATIVES TO MINIMIZE IMPACTS OF POLLUTANTS AND RESTORE IMPAIRED WATERWAYS

There are many daily operational practices and individual restoration projects that can be considered for implementation to prevent further degradation and, over time, improve the conditions of currently impaired waterways to meet water quality standards and thrive as healthy swimmable, fishable waterways. Decades of development practices that did not consider the long-term sustainability of local waterways have resulted in impaired waterways across the country; significant changes to current practices and implementation of in-stream restoration projects will cost money and will take time. A coordinated, strategic approach to improving waterways will involve many partners, funding sources, creative approaches and designs, new technologies and the commitment of all involved.

Village staff have worked diligently since 2007 to implement programs to meet the conditions of the MS4 permit and continue to evaluate operational changes and water quality improvement projects in more efficient, effective and cost-effective ways. Some of the practices the Village of Mukwonago has been implementing to reduce TSS, phosphorus and chlorides from flowing through the municipal storm sewer system and reaching local waterways include:

1. Retrofitting snow plow equipment and using salt brine to reduce the amount of chlorides being applied to the environment during winter precipitation events.
2. Conducting routine erosion control inspections to prevent the release of TSS, phosphorus and associated pollutants from construction sites to local waterways.
3. Requiring post-construction storm water controls through the Village's storm water ordinance (80% TSS control for new development and 40% TSS control for redevelopment).
4. Street sweeping to remove TSS and other pollutants that have accumulated on Village streets.
5. Inspecting and cleaning of catch basins to prevent built-up sediment and other pollutants from being flushed downstream in large rain events.
6. Inspecting and removing built-up sediment and other pollutants from roadside swales.
7. Inspecting and repairing/maintaining storm water treatment facilities to ensure optimum performance as designed throughout the year.

Continued evaluation of these activities and possible efficiencies through new technologies, shared resources and operational changes will help identify areas of improvement for these pollution prevention programs. In addition to existing pollution prevention practices, future storm water improvement projects are planned to be implemented both in conjunction with road reconstruction projects and as stand-alone construction projects to retrofit current older development that did not have water quality controls originally associated with it. These projects are scheduled by Village staff and included in the long-term capital improvement plan,

to be funded in part by revenue from the Village storm water utility and in part by potential grant awards.

NON-TRADITIONAL PROJECTS TO IMPROVE THE CONDITIONS OF IMPAIRED WATERS IN THE VILLAGE INCLUDE:

1. Reviewing and revising storm water and zoning ordinances to remove any barriers to green storm water infrastructure implementation by property owners and developers.
2. Reviewing and requiring post-construction storm water controls that specifically target pollutants listed in the impaired waters list for new and redevelopment projects in the appropriate drainage areas. Infiltration should be evaluated as solutions to storm water quality requirements in all areas of the Village to meet state and local requirements, but particularly in the areas that drain to the (IL) Fox River.
3. Promoting storm water runoff controls on developed residential properties through outreach and potential training opportunities. Continued participation and implementation of the Waukesha County Storm Water Education Program will help Village residents know and understand the opportunities that may be feasible to implement on their own properties to help prevent pollutants from reaching local waterways.
4. Conducting streambank inventories to identify failing or eroding streambanks that may require restoration. Identified locations would be included in future capital improvement plans and potential grant applications for implementation.

Resources:

- WDNR Surface Water Data Viewer, <https://dnrmaps.wi.gov/H5/?Viewer=SWDV> Website
- SEWRPC A Lake Management Plan for the Phantom Lakes:  
[http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-230\\_vol-02\\_lake\\_management\\_plan\\_for\\_phantom\\_lakes.pdf](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-230_vol-02_lake_management_plan_for_phantom_lakes.pdf)



Committee/Board:	Public Works Committee
Topic:	Tri-County Industrial Park Street Lighting
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required):	4/2/19
Date of Village Board Action (if required):	4/17/19

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### Information

**Subject:** Street light installation in the Tri-County Industrial Park.

**Background Information/Rationale:** The WE Energies design consist of street lights positioned to illuminate the fire hydrants and intersections in the industrial park.

**Key Issues for Consideration:** Approval of installation of street lighting.

**Fiscal Impact (If any):** An installation cost of \$41,362.73 and 163.24 added to the Village's monthly lighting charges

**Requested Action by Committee/Board:** We are requesting a recommendation to the Village Board to authorize the Village President to sign WE Energies documentation for the street lighting in the Tri-County Industrial Park.

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### Attachments

WE Energies work request 4219927 documentation  
WE Energies work request 4323985 documentation

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**We Energies**  
 231 W Michigan St.  
 Milwaukee, WI 53203  
 www.we-energies.com

March 1, 2019

Ron Bittner  
 Village of Mukwonago  
 440 Rivercrest Ct.  
 Mukwonago, WI 53149-1759

Subject: Work Request 4219927; Lighting at Hill Ct., TID#5 business park- part II

Dear Ron Bittner:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$15,537.55, and does not include site restoration. Net monthly charges will initially increase by \$59.36, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 262-763-1036. We look forward to working with you on your lighting project.

Sincerely,

Elizabeth Nevin

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Enclosures

<b>Billing Name</b>	<b>VILLAGE OF MUKWONAGO</b>				
<b>Billing Address</b>	440 Rivercrest Ct				
<b>C/T/V</b>	Mukwonago	<b>State</b>	WI	<b>Zip</b>	53149
<b>Service Address, if different than Billing Address</b>					
<b>Name</b>	VILLAGE OF MUKWONAGO				
<b>Address</b>	W Boxhorn Dr				
<b>C/T/V</b>	Mukwonago	<b>State</b>	WI	<b>Zip</b>	53149

Ref #	Pole					Fixture					
	Pole #	Rate	Style	Mtg Ht	Color	Qty	Source	Style	Color	Fixt Class	Facilities /
											LED fixture per mo
100	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67
140	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67
150	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67
180	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67



ELEC WR **BU 4219927**

GAS WR

CITY / TOWN / VILLAGE: V/MUKWONAGO

CUST/PROJ NAME: VILLAGE OF MUKWONAGO

PROJECT LOCATION: BOXHORN DR & HILL CT  
WAUKESHA COUNTY

WORK DESCRIPTION: NEW SECONDARY TRANSFORMER  
INSTALLATION

PREPARED BY: KENYA JENKINS

E-MAIL: KENYA.JENKINS@WE-ENERGIES.COM

OFFICE #: 414-221-3484 CELL #: 262-424-4688

PAGER #: \_\_\_\_\_ IO #: 26057

PROJECT ID: \_\_\_\_\_ CGS #: \_\_\_\_\_

DATE PREPARED: 02/26/19 DATE REVISED: \_\_\_\_\_

RAILROAD PERMITTING/FLAGGING REQUIRED  YES  NO

RR NAME \_\_\_\_\_

CORROSION CONTACT: \_\_\_\_\_

**COMMON INFORMATION**

**STAKING REQUIREMENTS:**

- SURVEYOR  STAKED
- DESIGNER  NOT NEEDED

**MAIN / SERVICE IN EASEMENT:**

- YES  NO

RESTORE PRIVATE PROPERTY:  WE ENERGIES  CUSTOMER

WORK IS APPROX 1200 FT. DIRECTION SW OF CL OF  
STH 83 NEAREST CROSS STREET  
(ALSO FOR GAS SERVICE TEE)

**ELECTRIC INFORMATION**

OPER MAP #: 3924-7424-04 FEEDER/LINE #: Z77389 ABC

CATV JOINT USE #: \_\_\_\_\_ TEL JOINT USE #: \_\_\_\_\_

**PROPOSED GAS SERVICE INFORMATION**

- MTR SIZE: \_\_\_\_\_ MTR TYPE: \_\_\_\_\_ PRES: \_\_\_\_\_  EFV
- SERV PIPE SIZE: \_\_\_\_\_ MATERIAL: \_\_\_\_\_  RELIGHT
- MTR LOC: \_\_\_\_\_ FT. OF \_\_\_\_\_ CORNER  CURB VLV
- CONSTRUCTION TYPE: \_\_\_\_\_  TIE IN PIPING

JOB INFO:

SECTION / TOWN / RANGE: NE1/4 SEC01, T04N, R18E

SITE VISIT COMPLETED BY: \_\_\_\_\_

JOB OWNER: LIZ NEVIN 262-763-1036

X-657961  
Y-264499

3-25-3

MAIN CONTACTS

- CONTRACTOR/BUILDER: RON BITTER 262-363-6447
- PLUMBER/ HVAC: \_\_\_\_\_
- ELECTRICIAN: \_\_\_\_\_
- CUSTOMER: \_\_\_\_\_

CONTINGENCIES & COMMENTS:

DIGGERS HOTLINE REQUIRED.

WE ENERGIES WILL RESTORE AT SPECIFIC LOCATIONS

WE ENERGIES WILL NOT HAUL SPOIL

CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION.

WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

CONSTRUCTION REMARKS:

\*PLEASE SEE SHEET NOTES ON EACH DETAIL PAGE

\_\_\_\_\_  
CUSTOMER'S SIGNATURE OF APPROVAL DATE

EROSION CONTROL NOTES:

- \*INSTALL INLET PROTECTION ON ALL CURB INLETS WITHIN PROJECT SITE.
- \*STOCKPILE MATERIALS SHALL BE PLACED UP SLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWN SLOPE FROM EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
- \*IF DISTURBANCE OCCURS WITHIN ROAD RIGHT-OF-WAY, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH. UNLESS NOTED.

CRITICAL SAFETY RULES - EO:

1. Enclosed space procedures
2. Excavation and shoring
3. Rubber gloves and sleeves
4. Fall protection
5. Lock out - Tag out
6. Seat belts
7. Securing parked vehicles





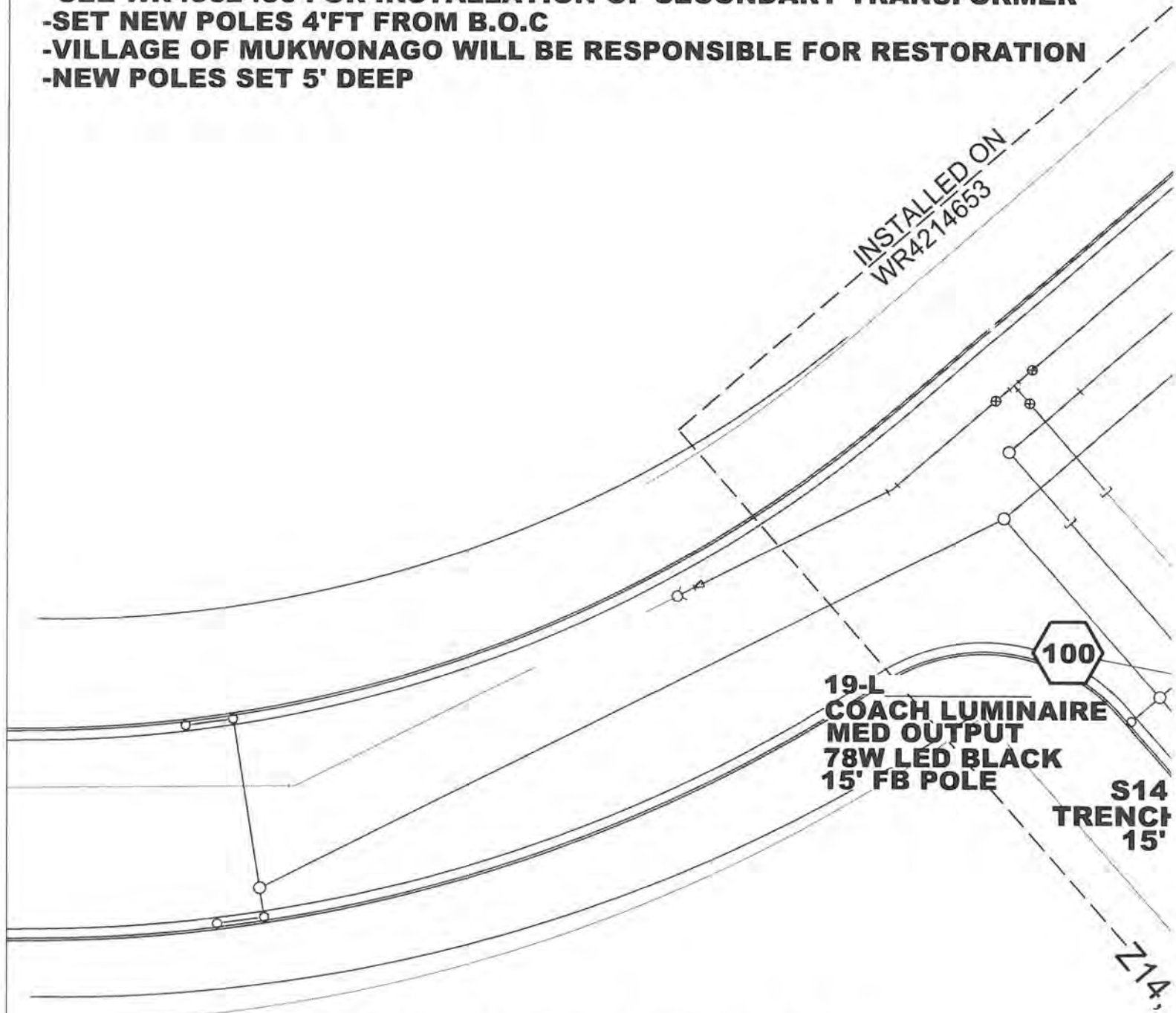
ELEC WR

4219927

GAS WR

**NOTES:**

- PLEASE REFERENCE THE LISTED WR(S) BELOW FOR COORDINATION
- \*SEE WR4231908 FOR INSTALLATION OF PRIMARY FUSE
- \*SEE WR4315091 FOR INSTALLATION OF UNDERGROUND SERVICE/ 3-#1AL
- \*SEE WR4314653 FOR INSTALLATION OF EXTENDED 3-#1AL PRIMARY LOOP
- \*SEE WR4323985 FOR INSTALLATION OF STREET LIGHTING PHASE 1
- \*SEE WR4362436 FOR INSTALLATION OF SECONDARY TRANSFORMER
- SET NEW POLES 4'FT FROM B.O.C
- VILLAGE OF MUKWONAGO WILL BE RESPONSIBLE FOR RESTORATION
- NEW POLES SET 5' DEEP



**NOT FIELD VERIFIED**





ELEC WR 4219927

GAS WR

SHEET 2

APPROX.  
258' TO  
BOXHORN DR.

9'

8'

214, 147'

HILL C

R/V

**NOT FIELD VERIFIED**

**NOTES:**

- PLEASE REFERENCE THE LISTED WR(S) BELOW FOR COORDINATION
- \*SEE WR4231908 FOR INSTALLATION OF PRIMARY FUSE
- \*SEE WR4315091 FOR INSTALLATION OF UNDERGROUND SERVICE/ 3-#1AL
- \*SEE WR4314653 FOR INSTALLATION OF EXTENDED 3-#1AL PRIMARY LOOP
- \*SEE WR4323985 FOR INSTALLATION OF STREET LIGHTING PHASE 1
- \*SEE WR4362436 FOR INSTALLATION OF SECONDARY TRANSFORMER
- SET NEW POLES 4'FT FROM B.O.C
- VILLAGE OF MUKWONAGO WILL BE RESPONSIBLE FOR RESTORATION
- NEW POLES SET 5' DEEP



ELEC WR 4219927

GAS WR

SHEET 3

INSTALLED ON  
WR4214653

HILL CT  
R/W  
Z14, 147'

S14  
TRENCH  
125'

INST  
WR42  
SIDEWAL

160

ENV  
8, 27

S14  
BORE  
10'

SIDE

**NOT FIELD VERIFIED**

**NOTES:**

- PLEASE REFERENCE THE LISTED WR(S) BELOW FOR COORDINATION
- \*SEE WR4231908 FOR INSTALLATION OF PRIMARY FUSE
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- SET NEW POLES 4'FT FROM B.O.C
- VILLAGE OF MUKWONAGO WILL BE RESPONSIBLE FOR RESTORATION
- NEW POLES SET 5' DEEP

## WE ENERGIES - ELECTRIC OPERATIONS

UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY:

- LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
- MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
- THIS APPLIES TO GAS AND WATER MAINS.
- MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
- MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
- MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.

NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

### OVERHEAD PRIMARY


E, F, H, Q, R, W, X or Z

Z	1 #2 ACSR	STATIC SW 1
Z1	1 #1/0 ACSR	DIRECT
Z2	1 #3/0 ACSR	Z13 1
Z3	3 #2 ACSR	Z14 3
Z4	3 #1/0 ACSR	Z15 3
Z5	3 #3/0 ACSR	X16 1
Z7	3 #336 ACSR	X17 3
Z9	SPECIAL LIST ON SKETCH	X18 3
Z10	1 WIRE REMOVAL	R19
Z11	2 WIRE REMOVAL	R20
Z12	3 WIRE REMOVAL	Z21

## EROSION CONTROL LEGEND

 **ENV** 8, 27 APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION

 **A/B/C/D** INLET PROTECTION, TYPE


 12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL


 STONE DITCH CHECK

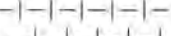
 ROCK BAG

 MULCH


 SOIL STABILIZER, TYPE A

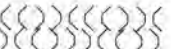
 EROSION MAT CLASS I, TYPE A

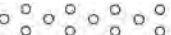
 EROSION MAT CLASS I, TYPE B

 EROSION MAT CLASS I, TYPE A URBAN

 EROSION MAT CLASS I, TYPE B URBAN

 EROSION MAT CLASS II

 EROSION MAT CLASS III


 VEGETATIVE BUFFER

 TRACKING PAD

 TIMBER MAT

 SILT FENCE

 TEMPORARY SEDIMENT BASIN

 SURFACE WATER FLOW

## WE ENERGIES WORK REQUEST ENV

### General

- If WDNR and/or USACE permits were obtained for the project, all be met during construction of the project.

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- If soil disturbance occurs on slopes or channels/ditches leading to or within wetlands, the disturbed areas shall be stabilized and approved Best Management Practices (BMP's) shall be implemented.
- Erosion Control BMP's shall meet or exceed the approved WDNR Technical Standards (<http://dnr.wi.gov/topic/stormwater/standards>) Refer to We Energies Construction Site Sediment and Erosion Control Standards.
- Inspect installed erosion control BMP's at least one time per week repair as necessary.
- When temporary stabilization is required (e.g. for winter or short-term restoration, soil stabilizer shall be installed wherever possible. Ero only where appropriate, in accordance with state standards, and with Operations Supervisor.

### Contaminated Soils

- Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, free liquids other than water, buried containers or tanks, or other impacts) is encountered during excavation or installation, cease work immediately and take immediate precautions to ensure worker health and safety, and call the Environmental Inspector.

### Spills

- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
  - Any quantity of oil is spilled into surface water;
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  - Any oil spill containing greater than 500 ppm PCB;
  - Five gallons or more of oil spilled to the ground;
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**Notes 8 through 27 apply as noted at specific points within the project area.**

### Dewatering

- Dewatering of pits or trenches shall be done in accordance with approved sediment bag, a straw bale dewatering basin, a combination of these methods, or other approved method.

### Wetlands

- As much as practicable, the majority of the work shall be staged from and road shoulders, keeping equipment out of adjacent wetlands.
- All work shall be conducted to minimize soil disturbance. No rutting in the wetlands.
- If soils are not frozen or stable to a point that avoids rutting, timber mats or equivalent shall be utilized to access pole locations.
- Excavated soils cannot be stockpiled in wetlands.



**We Energies**  
 231 W. Michigan St.  
 Milwaukee, WI 53203  
 www.we-energies.com

March 12, 2019

Ron Bittner  
 Village of Mukwonago  
 440 Rivercrest Ct.  
 Mukwonago, WI 53149-1759

Subject: Work Request 4323985; Lighting at TID#5 business park- part I - W Boxhorn Dr.

Dear Ron Bittner:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$25,852.18, and does not include site restoration. Net monthly charges will initially increase by \$103.88, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 262-763-1036. We look forward to working with you on your lighting project.

Sincerely,

Elizabeth Nevin

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

Enclosures

**Non-Standard Lighting Record - WI**

<b>Billing Name</b>	<b>VILLAGE OF MUKWONAGO</b>				
<b>Billing Address</b>	440 Rivercrest Ct				
<b>C/T/V</b>	Mukwonago	<b>State</b>	WI	<b>Zip</b>	53149
<b>Service Address, if different than Billing Address</b>					
<b>Name</b>	VILLAGE OF MUKWONAGO				
<b>Address</b>	W Boxhorn Dr				
<b>C/T/V</b>	Mukwonago	<b>State</b>	WI	<b>Zip</b>	53149

Premise Account

New Account?

Customer Type \_\_\_\_\_

Work Request \_\_\_\_\_

Related Work Request \_\_\_\_\_

Page # / of # \_\_\_\_\_

Ref #	Pole						Fixture										Total / mo w/ Source Charge *						
	Pole #	Rate	Style	Mtg Ht	Color	Qty	Source	Style	Color	Fixt Class	Facilities / LED fixture per mo	Facilities / HID fixture per mo	Watts / fixture	LED Energy Class (kWh)	Energy / fixture per mo								
150	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67			78	28-30	\$3.17	\$14.84	APP BOX					
160	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67			78	28-30	\$3.17	\$14.84	APP BOX					
170	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67			78	28-30	\$3.17	\$14.84	APP BOX					
174	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67			78	28-30	\$3.17	\$14.84	NOF HILL					
180	19-L	LE6	FG-Smooth	15 Ft	Black	1	LED_3K	Coach	Black	H	\$10.67			78	28-30	\$3.17	\$14.84	APP BOX					
200	19-L	LE6	FG-Smooth	15 Ft	Black	2	LED_3K	Coach	Black	H	\$10.67			78	28-30	\$3.17	\$29.68	INTE DR-					
											<b>\$25,852.18</b>					Total Upfront Customer Contribution					<b>\$103.88</b>		

\* Monthly total subject to future

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorization: \_\_\_\_\_

Property Owner / Authorized Representative Signature \_\_\_\_\_ Date \_\_\_\_\_





ELEC WR **BU 4323985**  
 GAS WR

CITY / TOWN / VILLAGE: VILLAGE MUKWONAGO

CUST/PROJ NAME: RON BITTNER

PROJECT LOCATION: 102 W BOXHORN DRIVE

WORK DESCRIPTION: INSTALL NONSTD ST LIGHT

PREPARED BY: KENYA JENKINS

E-MAIL: KENYA.JENKINS@WE-ENERGIES.COM

OFFICE #: 414-221-3484 CELL #: 262-424-4688

PAGER #: \_\_\_\_\_ IO #: 26057

PROJECT ID: \_\_\_\_\_ CGS #: \_\_\_\_\_

DATE PREPARED: 12/19/2018 DATE REVISED: 3-8-19

**COMMON INFORMATION**

**STAKING REQUIREMENTS:**  
 SURVEYOR  STAKED  
 DESIGNER  NOT NEEDED

**MAIN / SERVICE IN EASEMENT:**  
 YES  NO

RESTORE PRIVATE PROPERTY:  WE ENERGIES  CUSTOMER

WORK IS APPROX 419 FT, DIRECTION WEST OF CL OF  
STH 83 NEAREST CROSS STREET  
(ALSO FOR GAS SERVICE TEE)

**ELECTRIC INFORMATION**

OPER MAP #: 3924-7424-04 FEEDER/LINE #: Z77389 ABC

CATV JOINT USE #: \_\_\_\_\_ TEL JOINT USE #: \_\_\_\_\_

**PROPOSED GAS SERVICE INFORMATION**

MTR SIZE: \_\_\_\_\_ MTR TYPE: \_\_\_\_\_ PRES: \_\_\_\_\_  
 SERV PIPE SIZE: \_\_\_\_\_ MATERIAL: \_\_\_\_\_  
 MTR LOC: \_\_\_\_\_ FT. \_\_\_\_\_ OF \_\_\_\_\_ CORNER  
 CONSTRUCTION TYPE: \_\_\_\_\_

EFV  
 RELIGHT  
 CURB VLV  
 TIE IN PIPING

RAILROAD PERMITTING/FLAGGING REQUIRED  YES  NO RR NAME \_\_\_\_\_

CORROSION CONTACT: \_\_\_\_\_ PHONE #: \_\_\_\_\_

**JOB INFO:**

SECTION / TOWN / RANGE: NE1/4 SEC 1, T4N, R18E

SITE VISIT COMPLETED BY: \_\_\_\_\_

JOB OWNER: LIZ NEVIN 262 763-1036

**MAIN CONTACTS:**

- CONTRACTOR/BUILDER:
- PLUMBER/HVAC:
- ELECTRICIAN:
- CUSTOMER: RON BITTNER 262-363-6447

**CONTINGENCIES & COMMENTS:**

DIGGERS HOTLINE REQUIRED  
 WE ENERGIES WILL NOT RESTORE  
 WE ENERGIES WILL NOT HAUL SPOIL  
 CUSTOMER IS REQUIRED TO LOCATE ALL  
 PRIVATE UNDERGROUND FACILITIES PRIOR  
 TO INSTALLATION  
 WE ENERGIES IS NOT RESPONSIBLE FOR  
 ROOT DAMAGE

**CONSTRUCTION REMARKS**

\* \_\_\_\_\_  
 \* \_\_\_\_\_

CUSTOMER'S SIGNATURE OF APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_

**CRITICAL SAFETY RULES - EO:**

1. Enclosed space procedures
2. Excavation and shoring
3. Rubber gloves and sleeves
4. Fall protection
5. Lock out - Tag out
6. Seat belts
7. Securing parked vehicles

**EROSION CONTROL NOTES:**

- \*INSTALL INLET PROTECTION ON ALL CURB INLETS WITHIN PROJECT SITE.
- \*STOCKPILE MATERIALS SHALL BE PLACED UP SLOPE FROM EXCAVATION. IF STOCKPILE MATERIALS MUST BE PLACED DOWN SLOPE FROM EXCAVATION, PROTECT STOCKPILES WITH 12" WATTLES.
- \*IF DISTURBANCE OCCURS WITHIN ROAD RIGHT-OF-WAY, FINAL STABILIZATION SHALL BE PERMANENT SEED AND PROPERLY ANCHORED MULCH, UNLESS NOTED.

**NOTES:**

- PLEASE REFERENCE THE LISTED WR(S) BELOW
- \*SEE WR4231908 FOR INSTALLATION OF PRIM
- \*SEE WR4315091 FOR INSTALLATION OF UNDI
- \*SEE WR4314653 FOR INSTALLATION OF EXTE
- \*SEE WR4362731 FOR INSTALLATION OF SECC
- \*SEE WR4362436 FOR INSTALLATION OF SECC
- \*SEE WR44219927 FOR INSTALLATION OF STR
- SET NEW POLES 4'FT FROM B.O.C
- VILLAGE OF MUKWONAGO WILL BE RESPONS
- NEW POLES SET 5' DEEP



61

61



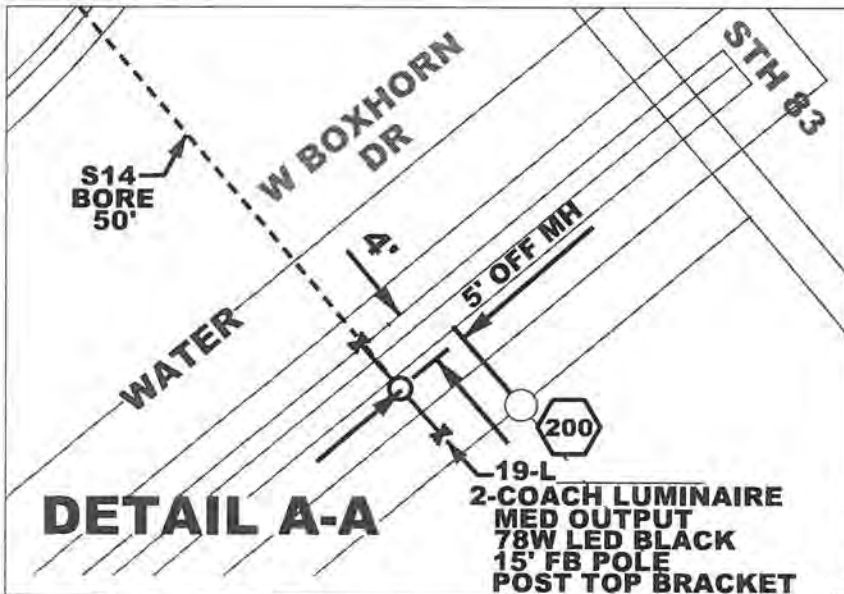
ELEC WR 4323985

GAS WR

**NOTES:**

- PLEASE REFERENCE THE LISTED WR(S) BELOW FOR COORDINATION
- \*SEE WR4231908 FOR INSTALLATION OF PRIMARY FUSE
- \*SEE WR4315091 FOR INSTALLATION OF UNDERGROUND SERVICE/ 3-#1AL
- \*SEE WR4314653 FOR INSTALLATION OF EXTENDED 3-#1AL PRIMARY LOOP
- \*SEE WR4362731 FOR INSTALLATION OF SECONDARY TRANSFORMER (PHASE 1)
- \*SEE WR4362436 FOR INSTALLATION OF SECONDARY TRANSFORMER (PHASE 2)
- \*SEE WR44219927 FOR INSTALLATION OF STREET LIGHTING PHASE 2
- SET NEW POLES 4' FT FROM B.O.C
- VILLAGE OF MUKWONAGO WILL BE RESPONSIBLE FOR RESTORATION
- NEW POLES SET 5' DEEP

**SECONDARY LIGHTING  
POLE LOCATION AT STH 83**



102 W BOXHORN DR  
TRIPLE CROWN PRODUCTS

S14  
TRENCH  
364'

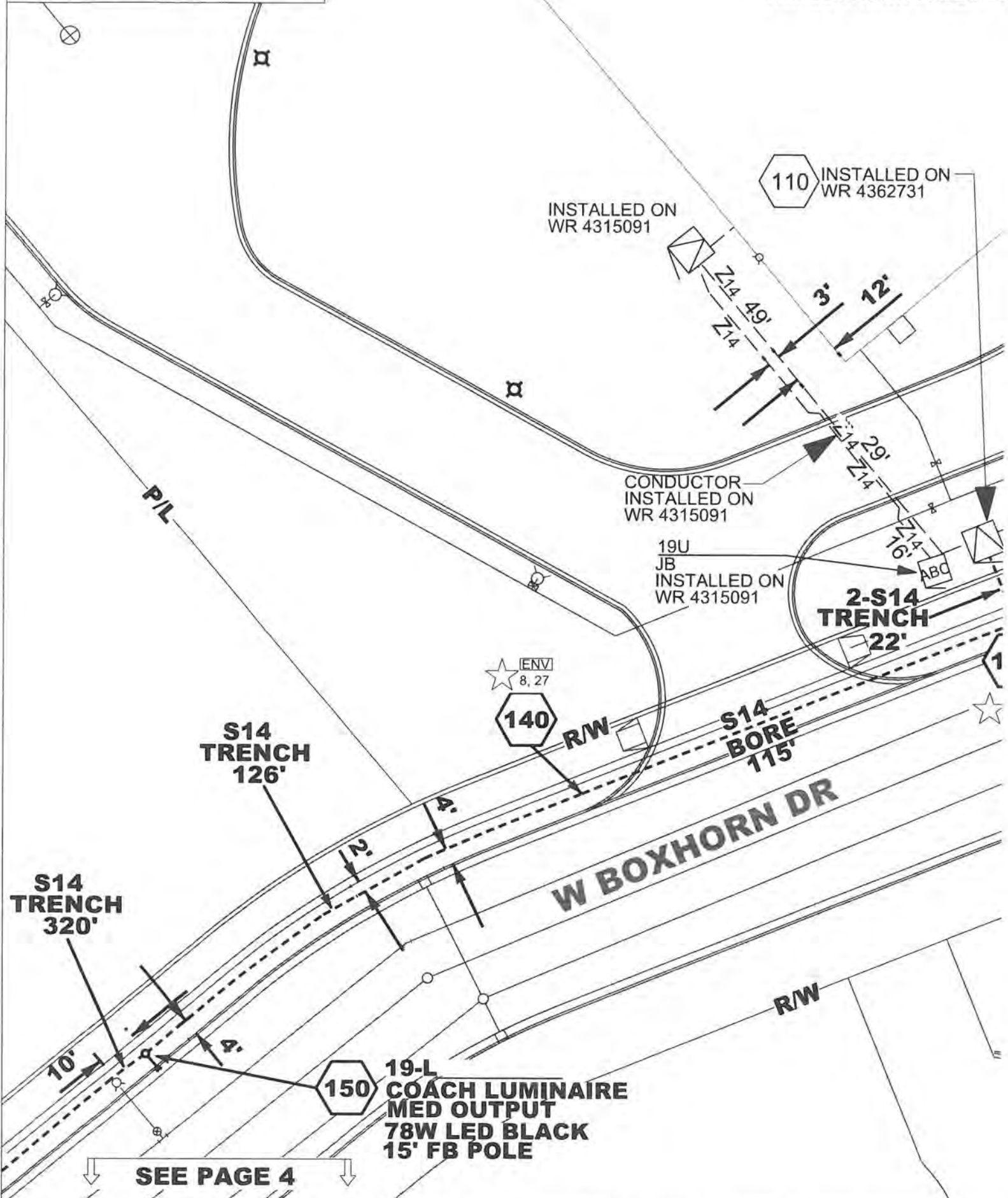
**SEE PAGE 3**



ELEC WR 4323985

GAS WR

102 W BOXHORN DR  
TRIPLE CROWN PRODUCT



SEE PAGE 4





ELEC WR 4323985

GAS WR

19-L  
COACH LUMINA  
MED OUTPUT  
78W LED BLACK  
15' FB POLE



S14  
TRENCH  
307'

R/W

BOXHORN

19-L  
COACH LUMINAIRE  
MED OUTPUT  
78W LED BLACK  
15' FB POLE



10'  
OFF HYD

SHEET  
PAGE 5



ELEC WR

4323985

GAS WR

**19-L  
COACH LUMI  
MED OUTPUT  
78W LED BL  
15' FB POLE**

**BOXHORN DR**

**NOTES:**

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- \*SEE WR4231908 FOR INSTALLATION OF PF
- \*SEE WR4315091 FOR INSTALLATION OF UI
- \*SEE WR4314653 FOR INSTALLATION OF E)
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- \*SEE WR4362436 FOR INSTALLATION OF SE
- \*SEE WR44219927 FOR INSTALLATION OF S
- SET NEW POLES 4'FT FROM B.O.C
- VILLAGE OF MUKWONAGO WILL BE RESPO
- NEW POLES SET 5' DEEP

## WE ENERGIES - ELECTRIC OPERATIONS

UNLESS OTHERWISE NOTED IN THIS DOCUMENT, THE FOLLOWING NOTES APPLY:

- LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.
- MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.
- THIS APPLIES TO GAS AND WATER MAINS.
- MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.
- MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.
- MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.

NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.

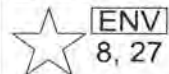





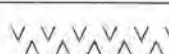
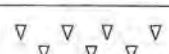
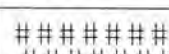
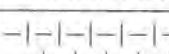
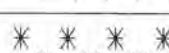
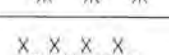
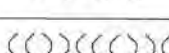
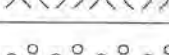
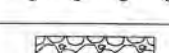

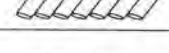
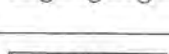
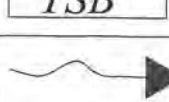
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E, F, H, Q, R, W, X or Z

STATIC

Z	1 #2 ACSR	SW 1
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## EROSION CONTROL LEGEND

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE A/B/C/D
	12" WATTLE or 12"/20" SEDIMENT LOG or 9.5"/20" EROSION EEL
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	ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE A
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	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
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	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	TEMPORARY SEDIMENT BASIN
	SURFACE WATER FLOW

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- Excavated soils cannot be stockpiled in wetlands.



# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works Committee
Topic:	Wachtel Professional Service Agreement
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required):	4/3/19
Date of Village Board Action (if required):	4/20/19

---

### Information

**Subject:** Wachtel services agreement for GIS mapping and public tree summary.

**Background Information/Rationale:** The GIS data and public tree summary was identified as an item on the grant application eligible for reimbursement. The data will assist residents and staff in the management and diversification of the urban forest within the Village.

**Key Issues for Consideration:** Approval of the Professional service agreement with Wachtel Tree Science, Inc.

**Fiscal Impact (If any):** The fee of \$23,814.00 is reimbursable through the Forestry Grant.

**Requested Action by Committee/Board:** We are requesting a recommendation to the Village Board to approve the Professional Service Agreement with Wachtel Tree Science, Inc. for \$23,814.00

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### Attachments

Wachtel Tree Science, Inc. Service Agreement

---

# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, by and between Wachtel Tree Science, Inc. (**WACHTEL**) and the Village of Mukwonago (**VILLAGE**), effective upon the date of signature by **VILLAGE** below, shall provide professional services as stated herein.

The **VILLAGE** and **WACHTEL** in consideration of their mutual understanding herein, agree in respect of the furnishing of professional services by **WACHTEL** with respect to identified project items and the payment for those services by the **VILLAGE** as set forth below.

## **SCOPE OF SERVICES**

**WACHTEL** will perform the following project items: GIS Public Tree Inventory, Village Public and Tree Executive Summary; as indicated in Exhibit A. The project items will be completed and delivered to the **VILLAGE** as indicated in the "TIMELINE" section of this Agreement. There should be no need for added services in accomplishing the project items.

Additional services that may be requested in writing by the **VILLAGE** will be charged on a time and material basis at the following hourly rates:

Project Manager	\$ 140.00
Staff Certified Arborist	\$ 105.00
Clerical Staff Support	\$ 45.00

## **TIMELINE**

**WACHTEL** will complete project items as hereby indicated below unless extenuating circumstances prevent completion in a timely manner.

GIS Public Tree Inventory and Database - Begin field data collection no sooner than June 10th, 2019 with completion by October 11th, 2019.

Public Tree Executive Summary – Electronic submission of draft copy to Village no later than November 15<sup>th</sup>, 2019.

**VILLAGE** will provide **WACHTEL** with the following information by the dates indicated below:

Village Map - Provide an updated Village street map highlighted with all designated streets, medians, and park properties to be inventoried – May 31<sup>st</sup>, 2019.

Village GIS Application – Provide user access information to utilize Village's web-based GIS application – May 31<sup>st</sup>, 2019.



## **BILLING SCHEDULE**

GIS Public Tree Inventory – Partial billing will be invoiced at the following project completion milestones:

- 50% project completion
- Final project payment-Upon completion of GIS Public Tree Inventory

Public Tree Executive Summary - No additional billing beyond inventory

**Fee for GIS Public Tree Inventory– \$23,814.00**

## **PAYMENT**

Payment will be made for fees identified in the "BILLING SCHEDULE" section. Identified fees should be considered as "Not to Exceed" unless otherwise noted.

## **INSURANCE**

**WACHTEL** will procure and maintain insurance for protection from claims against **WACHTEL** under workers' compensation acts in an amount required by the State in which the work is performed; claims against **WACHTEL** for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages against **WACHTEL** because of injury to or destruction of property including loss of use resulting there from in the following amounts: Commercial General Liability coverage of \$2,000,000; General Aggregate; Automobile Liability combined single limit of \$1,000,000; and Excess Liability, umbrella form in an amount of \$1,000,000, each occurrence and aggregate.

**WACHTEL** will furnish the **VILLAGE** current Certificate(s) of Insurance and will provide updates if requested.

## **GENERAL CONSIDERATIONS**

- **WACHTEL** shall indemnify, defend and hold **VILLAGE** harmless from any and all claims and liabilities whatsoever, including, but not limited to, judgments, costs, damages, expenses and reasonable attorneys' fees, in any way arising out of or caused by services provided by **WACHTEL** under this contract.
- *Termination for Convenience.* **VILLAGE** may terminate this contract in whole or in part for the convenience of the **VILLAGE** when the **VILLAGE** determines that the continuation of the project is not in the best interests of the **VILLAGE**. **WACHTEL** shall be entitled to payment for all of the services performed at the date of the termination, together with its direct costs of termination. Under no circumstances shall **WACHTEL** be entitled to any penalty for the termination nor shall **WACHTEL** be entitled to any payment for lost profits.
- The **VILLAGE** shall retain an ownership and property interest in all documents including inventory records, reports, drawings, and specifications prepared or furnished by **WACHTEL** pursuant to this Agreement. This agreement shall be governed and construed in accordance with the laws of the state of WI. It represents the complete understanding with respect to the subject matter thereof and may only be modified in a written agreement signed by both parties.

**ARBORIST DISCLOSURE STATEMENT**

*Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.*

*Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand.*

*Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time.*

*Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.*

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the month, day, and year written below.

**VILLAGE OF MUKWONAGO**

**WACHTEL TREE SCIENCE, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for Giving Notice  
Village of Mukwonago  
630 E. Veterans Way  
Mukwonago, WI 53149

Address for Giving Notice  
Wachtel Tree Science, Inc.  
P.O. Box 716  
Merton, WI 53056-0716

# EXHIBIT A

## GIS – Public Tree Inventory and Database

### Scope of work

Wachtel Tree Science, Inc. (Wachtel) will provide a comprehensive Geographic Information System (GIS) inventory of existing individual trees in the current Village public right of way and maintained park properties. Inventory does not include native mass vegetation groupings in undeveloped or forested areas. Only trees 8" DBH and greater that are within the street R-O-W will be inventoried in these situations.

Wachtel will utilize tablet computers to remotely access the Village's web based GIS system.

Inventory data will include: unique ID# for each tree record, inspection date, location, growth space size, common name, DBH (stem diameter 4.5 feet above ground level), height class, condition rating (based on the Council of Tree and Landscape Appraisal Method), percent deadwood, maintenance need categories, work priority, clearance issues, special conditions, and general notes.

This agreement assumes that approximately 5,292 tree records will be collected.

## Public Tree Executive Summary

### Scope of work

Following completion of the public tree inventory, Wachtel will provide a brief executive summary identifying tree species diversity, size class distribution, and maintenance needs of the Village's Urban Forest.





Committee/Board:	Public Works/Committee of Whole/Village Board
Topic:	Extending Substantial Completion Date for Grading & Compaction Operations
From:	Michael Michalski
Department:	Public Works
Presenter:	Rebecca Alonge
Date of Committee Action (if required):	April 3, 2019
Date of Village Board Action (if required):	April 17, 2019

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### Information

**Subject:** TID #5 Phase 2 Contract Documents requires all Work to be substantially completed on or before June 7, 2019. Eric Warden from Rams Contracting, Ltd. advised that the completion of the utilities and roadway will be completed by June 7, 2019, however; the placement and compaction of excavated spoil materials will require additional time due to the saturated soils and current season of construction.

**Background Information/Rationale:** Contractor is to haul, and grade excavated spoil materials from the construction of the roadway and utility trenches to the remnant 14.3 acres site located east of STH 83. Operation includes conditioning of material to Project Specifications, preparation of areas to receive excavated materials, compaction, trimming and finishing, and prevention of erosion.

**Key Issues for Consideration:** Due to the excessively moist spoil materials and current season of construction; the Contractor is requesting to extend the Substation Completion date for **only** the placement, compaction and restoration of the spoil materials site located east of STH 83 to September 13, 2019.

**Fiscal Impact (If any):** \$2,760.00 for additional on-site erosion control inspections.

**Requested Action by Committee/Board:** Recommendation to Approve Rams Contracting, Ltd. date extension for the placement, compaction and restoration of spoil materials on the remnant 14.3 acres site located east of STH 83 to September 13, 2019.

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### Attachments

Eric Warden from Rams Contracting, Ltd. email dated 3/21/2019 and Change Order No. Two (2)

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Date of Issuance: March 26, 2019

Effective Date:

March 26, 2019

Contract: TID #5 Phase 2 Public Improvements  
 Contractor: Rams Contracting, LTD.  
 Address: P. O. Box 398  
 Lannon, WI 53046

Owner: Village of Mukwonago  
 Engineer: Ruckert & Mielke, Inc.  
 Engineer's Project No.: 12-10068.310  
 Effective Date of Contract: November 1, 2018

The Contract is modified as follows upon execution of this Change Order:

Description:

Substantial Completion date extension for the placement, compaction and restoration of spoil materials on the remnant 14.3 acres site located east of STH 83. Completion of the roadway and utilities will remain to be completed on or before June 7, 2019.

Reason for Change Order:

Due to the excessively moist spoil materials and current season of construction the Contractor is not able to dry, prepare the areas to receive excavated materials, compact and trim and finish area with the given timeframe.

Attachments:


Correspondence from Eric Warden from Ram Contracting, LTD on March 21, 2019.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ _____	Original Contract Times: Substantial Completion: <u>June 7, 2019</u> Ready for Final Payment: <u>July 19, 2019</u> _____ days or dates
●Increase● ●Decrease● from previously approved Change Orders No. ___ to No. ___: \$ _____	Changes from previously approved Change Orders:  Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: <u>June 7, 2019</u> Ready for Final Payment: <u>July 19, 2019</u> _____ days or dates
●Increase● ●Decrease● of this Change Order: \$ _____	Increase of this Change Order: Substantial Completion: <u>98 days</u> Ready for Final Payment: <u>98 days</u> _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: <u>September 13, 2019</u> Ready for Final Payment: <u>October 25, 2019</u> _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:   
 Engineer (Authorized Signature)  
 Michael E. Michalski  
 Ruckert & Mielke, Inc.

By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Village of Mukwonago

By: \_\_\_\_\_  
 Contractor (Authorized Signature)  
 Rams Contracting, LTD

Date: March 26, 2019

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Michalski, Michael

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**From:** Eric Warden <eric@ramscontracting.com>  
**Sent:** Thursday, March 21, 2019 8:38 AM  
**To:** Michalski, Michael  
**Subject:** Project Completion Concern - Wet Existing Soils

Mike:

Per our conversation at last week's job meeting, please understand that the existing soils that are being excavated are saturated to the point that achieving compaction on the fill site will be impossible until the soil sufficiently dries. We expect that by laying the wet soils down in thin layers and then allow the soil to air-dry, it is likely the soil will become suitable for grading and compaction. The duration for this activity is determined by weather and not under our control. Because of the fact that we have several feet of fill to make the grades as indicated on the grading plan, we anticipate completion of the dump site will take longer than the allowed time in the contract. We are thereby requesting an extension of the substantial completion date for the fill site. We do not expect any delays on the new road construction portion of the project. Because of the nature of soil drying, we can't anticipate how long it will take to complete the site fills, so a new substantial completion date would be hard to set. For now we would propose moving the date to 9/15/2019, which would be a good time for seeding the site. Please advise.

Thanks,

Eric Warden  
Rams Contracting, Ltd.  
262-269-8504

## Storm Water Management Practice Maintenance Agreement

Document Number

Beilinski LLC, as “Owner” of the property described below, in accordance with Village of requirements, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal Description of the real estate for which this Agreement applies (“Property”).

**Exhibit B:** Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

**Exhibit C:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

**Exhibit D:** Operation and Maintenance Inspection Form – contains a list of typical inspection and maintenance items associated with the stormwater management practices.

Name and Return Address

BIELINSKI LLC  
1830 MEADOW LN STE A  
PEWAUKEE WI 53072-5575

MUKV1960999003

Parcel Identification Number(s) – (PIN)

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in **Exhibit B** in accordance with the maintenance plan contained in **Exhibit C**.
2. Upon written notification by Village of Mukwonago or their designee, the Titleholder(s) shall, at their own cost and within a reasonable time period determined by the Village of Mukwonago, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Mukwonago and complete any maintenance or repair work recommended in the report. The Titleholder(s) shall be liable for the failure to undertake any maintenance or repairs.
3. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village of Mukwonago may require work to be done which differs from the report described in paragraph 2 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Mukwonago of required maintenance or repairs, the Titleholder(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Mukwonago.
4. If the Titleholder(s) do not complete an inspection under 2. above or required maintenance or repairs under 3. above within the specified time period, the Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Mukwonago, no notice shall be required prior to the Village of Mukwonago performing emergency maintenance or repairs. The Village of Mukwonago may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
5. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. The Village of Mukwonago shall have the sole authority to modify this agreement upon a 30-day notice to the current Titleholder(s).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Owner:**

\_\_\_\_\_  
(Owners Signature)

\_\_\_\_\_  
(Printed Name & Title)

## Acknowledgements

State of Wisconsin:

County of \_\_\_\_\_

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_.

Notary Public, \_\_\_\_\_ County, WI

My commission expires: \_\_\_\_\_.

**This document was drafted by:**

Matthew A. Bailey  
Trio Engineering, LLC  
12660 W. North Ave., Bldg. D  
Brookfield, WI 53005

## **Exhibit A – Legal Description**

The following description and reduced copy map identify the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

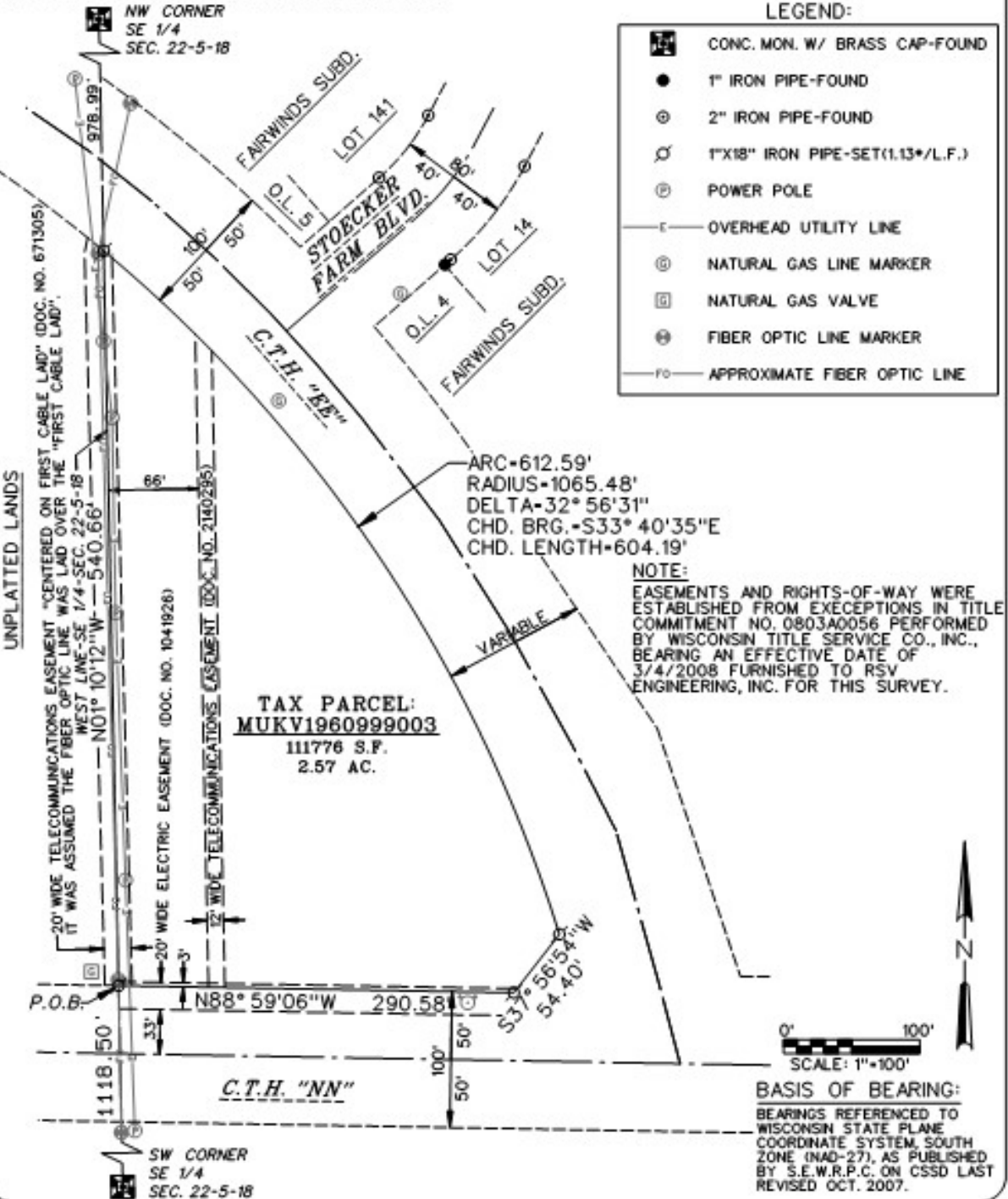
Legal Description: PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN, DESCRIBED IN REEL 2879 AS IMAGE 258 OF WAUKESHA COUNTY RECORDS, DESCRIBED MORE PARTICULARLY AS FOLLOWS; COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 SECTION; THENCE N01°10'12"W, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SECTION, 1118.50', TO THE INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN", SAID INTERSECTION BEING THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N01°10'12"W, CONTINUING ALONG SAID WEST LINE, 540.66', TO A POINT ON A CURVE AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF C.T.H. "EE"; THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, 612.59', SAID CURVE HAVING A RADIUS OF 1065.48' AND A CHORD BEARING S33°40'35"E, 604.19'; THENCE LEAVING SAID CURVE, S37°56'54"W, 54.40', TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN"; THENCE N88°59'06"W, ALONG SAID RIGHT-OF-WAY LINE, 290.58', TO THE PLACE OF BEGINNING; THE ABOVE DESCRIBED LANDS CONTAIN 2.57 ACRES MORE OR LESS.

Exhibit A – Continued

# PLAT OF SURVEY

**SUGGESTED LEGAL DESCRIPTION:**

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN, DESCRIBED IN REEL 2879 AS IMAGE 258 OF WAUKESHA COUNTY RECORDS, DESCRIBED MORE PARTICULARLY AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 SECTION; THENCE N01°10'12"W, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 SECTION, 1118.50', TO THE INTERSECTION OF SAID WEST LINE AND THE NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN"; SAID INTERSECTION BEING THE PLACE OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE N01°10'12"W, CONTINUING ALONG SAID WEST LINE, 540.66', TO A POINT ON A CURVE AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF C.T.H. "EE"; THENCE ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE TO THE RIGHT, 612.59', SAID CURVE HAVING A RADIUS OF 1065.48' AND A CHORD BEARING S33°40'35"E, 604.19'; THENCE LEAVING SAID CURVE, S37°56'54"W, 54.40', TO A POINT ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF C.T.H. "NN"; THENCE N88°59'06"W, ALONG SAID RIGHT-OF-WAY LINE, 290.58', TO THE PLACE OF BEGINNING; THE ABOVE DESCRIBED LANDS CONTAIN 2.57 ACRES MORE OR LESS.



**LEGEND:**

	CONC. MON. W/ BRASS CAP-FOUND
	1" IRON PIPE-FOUND
	2" IRON PIPE-FOUND
	1"x18" IRON PIPE-SET(1.13*/L.F.)
	POWER POLE
	OVERHEAD UTILITY LINE
	NATURAL GAS LINE MARKER
	NATURAL GAS VALVE
	FIBER OPTIC LINE MARKER
	APPROXIMATE FIBER OPTIC LINE

**NOTE:**  
 EASEMENTS AND RIGHTS-OF-WAY WERE ESTABLISHED FROM EXCEPTIONS IN TITLE COMMITMENT NO. 0803A0056 PERFORMED BY WISCONSIN TITLE SERVICE CO., INC., BEARING AN EFFECTIVE DATE OF 3/4/2008 FURNISHED TO RSV ENGINEERING, INC. FOR THIS SURVEY.

**TAX PARCEL:**  
**MUKV1960999003**  
 111776 S.F.  
 2.57 AC.



**BASIS OF BEARING:**  
 BEARINGS REFERENCED TO WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), AS PUBLISHED BY S.E.W.R.P.C. ON CSSD LAST REVISED OCT. 2007.

## **Exhibit B - Location Map**

### **Storm Water Management Practices Covered by this Agreement**

The storm water management practices covered by this Agreement are depicted in the reduced copy of a portion of the construction plans, as shown below.

Storm water Practices:

- 1. Wet Pond 1**
  - a. Located in the southeast corner of the site
  - b. Receives runoff from the center and eastern portions of the site including the proposed paved areas and rooftops.
  - c. Outlet structure discharges to the existing ditch line along the west side of CTH “EE”
- 2. Rain Garden 2**
  - a. Located in the southwest corner of the site
  - b. Receives runoff from the western portion of the site.
  - c. Discharges into the ditch line along the north side of CTH “NN”
- 3. Rain Garden 3**
  - a. Located on the north side of the site
  - b. Receives runoff from the northern portion of the site
  - c. Discharges into the ditch line along the west side of CTH “EE”

Drainage Area Restrictions: Stormwater drainage areas identified are for storm water collection, conveyance and treatment. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt storm water flows in any way unless an amended stormwater management plan and maintenance agreement is provided. See Exhibit C for specific maintenance requirements for storm water management practices within this area. See Exhibit B for details on location.





## **Exhibit C**

### **Minimum Storm Water Practice Maintenance Requirements**

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

#### **WET DETENTION BASIN & RAIN GARDEN**

##### **System Description:**

The wet detention basin and rain gardens are designed to remove at least 80% of the Total Suspended Solids (TSS) from the site runoff and to reduce the post-development downstream peak flows to meet the Village of Mukwonago Stormwater Ordinance. Swales and storm sewer function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the pond size, water level, vegetation and outlet structures must be maintained as specified in this Plan.

##### **Minimum Maintenance Requirements:**

To ensure the proper function of the storm water management practices described above, the following activities must be completed:

1. All outlet structures and pipes must be checked monthly to ensure there is no blockage from floating debris or ice, especially the washed stone in front of the orifices and the trash rack on the risers in the main part of the basins. Any blockage must be removed immediately. The washed stone must be replaced when it becomes clogged.
2. Grass swales shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked at least twice yearly (spring and fall) and after heavy rains for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the basin. Erosion matting is recommended for repairing grassed areas.
4. NO trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the basin and deposited where it cannot drain back into the basin. Removal of the vegetation from the water reduces re-growth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
6. The wet pond is to be cleaned out prior to the depth of water being reduced by accumulated sediment to less than three (3) feet. All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin.
7. No grading or filling of the basins or berms other than for sediment removal is allowed, unless otherwise approved by the City of Muskego.
8. To promote more effective infiltration, mowing in the drainage ways, detention basins, and wetland fringe areas should be minimized. If mowing is deemed necessary, the mowing heights should be no shorter than six (6) inches. Restricting any mowing to late summer or autumn will minimize mortality to ground nesting birds. To discourage the presence of nuisance waterfowl (i.e. Canada Geese), a minimum 30-foot wide no-mow fringe shall be maintained around all detention basins, where possible.
9. After Vegetation is 70% established, the use of herbicides/pesticides is to be discontinued along the swales & basins.

#### **Wet Detention Pond**

##### **I. ROUTINE MAINTENANCE**

##### **A. Mowing**

1. Side slopes, embankments, and emergency spillways that are not rock lined which have been planted with turf grasses should be mowed at least three (3) times a year to prevent

woody growth and control noxious weeds. Recommended mowing times are April, July and October of each year.

2. The Owner may more frequently mow areas adjacent to the entry drive, typically once every week to two weeks during a normal growing season, for aesthetic and allergy control purposes.
  3. Native grasses should be mowed to a height of 6" in mid to late summer or after they have achieved a height of 1-1/2 feet during the first growing season. Further mowing in subsequent growing seasons may not be required.
  4. A 6" to 8" mowing every 3 to 4 years, may suffice as a substitute management technique. The mowed area should be raked and performed in the spring.
- B. Inspections
1. Inspections of the ponds shall be completed on an annual basis or after significant rainfall events.
  2. The inspections should be completed during wet weather conditions to determine if the ponds are functioning properly.
  3. Inspection priorities shall be as follows:
    - a. Inspect the embankments for subsidence, erosion, cracking and tree growth.
    - b. Inspect the condition of the emergency spillway and overland flow path.
    - c. Inspect the pond for accumulation of sediment.
    - d. Inspect the outlet control structure for clogs, debris and material failures.
    - e. Inspect upstream and downstream channels from an erosion perspective.
    - f. Inspect any modifications that may have been done to the ponds following their initial construction.
    - g. Inspect the side slopes of the pond for erosion, slumping, cracking or woody plant materials.
  4. As-built plans shall accompany the person responsible for the pond inspections.
  5. Documentation of the inspections should be completed and filed. Documentation should include as a minimum:
    - a. Inspectors name, affiliation and professional credentials if applicable.
    - b. Date, time and weather conditions.
    - c. Approximate rainfall total over a 24 hour period if applicable.
    - d. Existing embankment, outlet and inlet conveyance systems and vegetation condition.
    - e. Sediment depth at the outlet control structure (in wet forebays) and at a minimum one other location.
    - f. Identification of potential structural failures and repair needs.
    - g. Other pond conditions such as vegetation growth, algae growth and emergency spillway conditions.
    - h. Repair recommendations.
- C. Debris and Litter Removal.
1. Debris and litter removal from the pond surface shall be completed at least once a month.
  2. Particular attention should be paid to debris accumulating around the riser pipe to prevent potential clogging.
- D. Erosion Control.
1. The pond side slopes, embankments and emergency spillways may suffer from periodic slumpage and erosion.
  2. Corrective measures shall include regrading, filling and revegetation of the eroded or slumping areas.
  3. Permanent geosynthetic erosion matting (or rip rap) at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.
- E. Nuisance Control.

1. Biological control of algae and mosquitoes is preferred over chemical control. Consultation with local WDNR officials is recommended prior to the introduction of any biological control.
2. Maintaining the native grass perimeter will aide in the control of geese.
3. Mechanical controls should be used when feasible.

## II. NON-ROUTINE MAINTENANCE

### A. Structural Repairs and Replacement.

1. The outlets of the pond have been constructed utilizing concrete or PVC pipe and concrete materials. The estimate life of these structures is 75 to 100 years. Annual inspection of the structures will disclose any potential structural problems. If structural problems appear, repair or replace the outlet.
2. Excessive or chronic drawdowns of the ponds may cause leaks or seepage through the embankments. Excessive drawdowns should be avoided and thus corrective measures for leakage and seepage can be avoided.

### B. Sediment Removal.

1. A sediment clean out cycle of 10 to 15 years is recommended. Sediment removal may be necessary prior to 10 years if there is a substantial amount of land disturbance occurring within the contributory watershed. Annual inspections shall be made to insure that the design depth of the permanent water pool is maintained.
2. It is recommended that the sediment be tested to determine if land filling is necessary. Contact the local DNR prior to sediment sampling and testing to insure compliance with State standards and regulations.
3. Surveyed depths of the sediment storage area and permanent pool elevations shall be made immediately following the construction of the ponds and recorded on the as-built plans. Annual inspections shall include measure downs to determine sediment elevations in relation to the permanent pool elevation.

## RAIN GARDEN OPERATIONS AND MAINTENANCE

### I. ROUTINE MAINTENANCE

#### A. Inspection

1. Performance of the rain garden should be inspected monthly and after every major storm event, following the initial construction to evaluate if the basin is draining within the design time limits.
  - a. Water plants should be watered as necessary the first year to establish plants.
2. If performance does not meet the design goals, complete repairs to the facility to meet the design requirements.
3. Following the initial growing season of monthly inspections, quarterly inspections of the facility should be made. Inspect the facility for:
  - a. Differential settlement
  - b. Cracking
  - c. Erosion
  - d. Leakage

- e. Tree and woody plant growth on the embankments and plant health
- f. Condition of the inlets and outlets
- g. Sediment accumulation
- h. Vigor and density of vegetation on the floor of the basin and buffer strips
- i. pH testing of the soil (if plants growth issues exist)
- j. Observation wells and/or under drains

B. Mowing – Native Vegetation

- 1. During establishment of vegetation, the first mowing shall occur once it reaches a height of 10 to 12 inches.
- 2. Control woody plant invasion by mowing once a year. The vegetation height shall be 5 to 6 inches after mowing.
- 3. Mow once per year in the fall after November 1<sup>st</sup>.
- 4. Remove trash and debris at the time of mowing.

C. Erosion Control

- 1. Inspect seasonally for erosion. Inspection after major storm events for erosion problems is also recommended if practical.
- 2. Repair all eroded areas immediately. Temporary erosion controls may be necessary to facilitate repairs.

D. Tilling

- 1. If the basin is located on marginally permeable soils, annual or semi- annual tilling may be needed to maintain infiltration capacity.
- 2. Tilled areas should be immediately re-vegetated to prevent erosion.

II. NON-ROUTINE MAINTENANCE

A. Structural Maintenance

- 1. Inspect pipe systems quarterly.
- 2. Remove and replace pipe systems that have eroded or rusted.
- 3. Earthen structures should be inspected annually. Erosion should be repaired immediately upon discovery.

B. Restoration of Infiltration Capacity

1. Over time the original infiltration capacity of the basin will be diminished. Diminished infiltration capacity will require maintenance once the rain garden practice fails to infiltrate a rain event within 72 hours.
2. Deep tilling can be done to restore the infiltration capacity of the basin. The basin will be drained and the soils dried to a depth of 8 inches.
3. The top 2 to 3 inches of topsoil, chisel plowing, and adding topsoil and compost can be done.
4. The basin must be restored with native plantings.

C. Watering

1. Water plants need to be watered as necessary during the first growing season.
2. After the first growing season, water as necessary during dry periods.

**DEVELOPMENT AGREEMENT FOR DEVELOPMENT IMPROVEMENTS FOR THE  
MEADOWLAND TOWNHOMES (APARTMENTS) DEVELOPMENT  
VILLAGE OF MUKWONAGO (March 28, 2019 Draft)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Meadowland Townhomes, LLC, hereinafter referred to as the “**DEVELOPER**”, and the Village of Mukwonago, hereinafter referred to as the “**MUNICIPALITY**”, a Wisconsin municipal corporation located in Waukesha and Walworth Counties, Wisconsin, for the Meadowland Townhome Development at the northwest corner of County Trunk Highway NN (a/k/a Veterans Parkway) and County Trunk Highway EE.

**RECITALS**

**WHEREAS, DEVELOPER** has gained **MUNICIPALITY** approval to construct twelve (12) residential rental units on 2.54 acres pursuant to Resolution No. 2018-070 approved by **MUNICIPALITY** on November 18, 2018 (shown as **EXHIBIT A**), and

**WHEREAS,** the subject property is zoned by **MUNICIPALITY** as R-5 Low Density Multi-Family Residential District, and

**WHEREAS,** approval of said development includes installation of certain public improvements and completion of site improvements within the public right-of-way and within the subject property (shown on **EXHIBIT B**), and

**WHEREAS,** the **DEVELOPER** and **MUNICIPALITY** desire to memorialize their agreed upon terms of development within this **AGREEMENT**.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

**I. DEVELOPER OBLIGATIONS**

1. **DEVELOPER** agrees to extend public sanitary sewer and water main lines (Village utilities) to the northern property line as shown on **EXHIBIT B**. If all or portion of the Village utilities lie within the subject property, **DEVELOPER** shall provide **MUNICIPALITY** with easements for the Village utilities in a form for approval of the **MUNICIPALITY** attorney. Said easements shall be recorded in the Office of the Waukesha County Register of Deeds in conjunction with the recording of this document.
2. **DEVELOPER** agrees to extend the multi-use trail that exists along the north side of County Trunk Highway NN east of County Trunk Highway EE across the intersection of the highways with pavement markings and along County Trunk Highway NN adjacent to the subject site as shown on **EXHIBIT B**, subject to approval of the Waukesha County Highway Department.
3. **DEVELOPER** agrees to construct and maintain the emergency access to County Truck Highway NN as shown on **EXHIBIT B** and approved by **MUNICIPALITY**, subject to approval of the Waukesha County Highway Department.
4. **DEVELOPER** shall adhere to conditions of approval appearing within **EXHIBIT A**.

5. **DEVELOPER** must comply with all storm water control regulations and erosion control as established by **MUNICIPALITY**, and shall conform to the Storm Water Maintenance Agreement attached as **EXHIBIT C**.
6. **DEVELOPER** agrees to obtain all permits necessary to make the improvements to the Property as required by the approving agencies with jurisdiction.
7. Upon approval, the plans and specifications as provided for in **EXHIBIT B** approved by **MUNICIPALITY** Public Works Director, Utilities Director, and Village Engineer, the **DEVELOPER** shall promptly commence and diligently pursue and complete the installation of certain public improvements and completion of site improvements within the public right-of-way and site improvements within the subject property, and not the actual construction of the buildings on the subject property, within twelve (12) months after the written approval from Village Engineer to **DEVELOPER** with authorization to commence construction of the approved plans as noted herein. The **DEVELOPER** agrees to construct the project in accordance with the approved plans and specifications and in compliance with all other applicable rules and standards of the **MUNICIPALITY**.

## **II. INSURANCE**

1. **DEVELOPER**, its contractors, subcontractors, lessees, successors and/or assigns shall, during their occupancy of the Property purchase or cause to be purchased, and continuously maintain in effect, insurance against such risks, both generally and specifically, with respect to the development as are customarily insured against in developments of like size and character, including, but not limited to, casualty insurance, comprehensive general liability insurance, physical damage insurance, builders risk insurance and other forms of insurance reasonably required, in the same form as other Wisconsin municipal entities. Such insurance shall be retained in such amounts and with terms of coverage generally customary to such Property. Such insurance shall name the **MUNICIPALITY** as an additional insured as its interests may appear on a primary and non-contributory basis. Said insurance shall further provide that notice will be provided to **MUNICIPALITY** in the event of cancellation or material modification of the policy not less than thirty (30) days prior to said cancellation, except in the event of cancellation for nonpayment of premium in which case the notice shall not be less than ten (10) days. Said insurance shall be documented by an endorsement in a form satisfactory to the **MUNICIPALITY**. In the event the Property is damaged, or partially or fully destroyed, **DEVELOPER** shall cause the insurance proceeds from such loss to be used to promptly repair and restore the Property to its original condition.

## **III. EVENTS OF DEFAULT**

1. Failure by the **DEVELOPER** to cause substantial and material completion of the project to occur pursuant to the terms, conditions and limitations of this **AGREEMENT** or to fulfill any obligations, conditions, agreements or covenants under this **AGREEMENT** shall be considered an event of default.
2. Failure of the **DEVELOPER** to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this **AGREEMENT** within thirty (30) days after receipt of written notice of default from the **MUNICIPALITY** specifying such default, shall also be considered an event of default. In the event that the default is such that immediate harm to person or property may result from such default, the **DEVELOPER** shall be given five (5) days written notice to cure such default.



3. Remedies of Default. Whenever an event of default as referred occurs, the **MUNICIPALITY** may take any one or more of the following actions:
  - a) The **MUNICIPALITY** may suspend its performance under this **AGREEMENT** until it receives assurances from the **DEVELOPER**, deemed adequate by the **MUNICIPALITY**, that the **DEVELOPER** will cure its default and continue its performance of this Agreement;
  - b) In the case of an event of default which occurs prior to completion of the installation of certain public improvements and completion of site improvements with the public right-of-way, the **MUNICIPALITY** will have the right to enter the property and complete the improvements to draw upon the Letter of Credit to reimburse the **MUNICIPALITY** for this expense.
  - c) The **MUNICIPALITY** may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations set forth herein.

These remedies shall not be deemed to be exclusive and the **MUNICIPALITY** shall have the right to pursue all rights or remedies available to it under applicable Wisconsin law. No delay or omission in pursuing any rights in the event of a default shall impair such right or power or shall be construed to be a waiver thereof. Such rights may be exercised from time to time as may be deemed expedient by the Village.

4. Whenever an event of default occurs and the **MUNICIPALITY** shall employ attorneys or other professionals or incur other expenses for the collection of payments due or to become due, or for the enforcement or performance or observance of any obligations or agreements on the part the **DEVELOPER** herein contained. The **DEVELOPER** agrees it shall, on demand thereof, pay the **MUNICIPALITY** the reasonable fees of such attorneys, or other professionals and such other expenses as may be incurred by the **MUNICIPALITY**.
5. Indemnification. **DEVELOPER** covenants and agrees that the **MUNICIPALITY** its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees, hereinafter collectively referred to as the "Indemnified Parties" shall not be liable for and **DEVELOPER** agrees to jointly and severally indemnify and hold harmless the Indemnified Parties against any loss or damage to the Property or any injury to or death of any person occurring at or about or resulting from any defect in the project or from any costs or claim, including actual attorney fees, which may result from the **DEVELOPER'S** default under this **AGREEMENT**, except for any willful misrepresentation or any willful wanton misconduct of the Indemnified Parties, the **DEVELOPER** agrees to protect and defend the Indemnified Parties now and forever and further agrees to hold the aforesaid Indemnified Parties harmless from any claim, demand, suite, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the **DEVELOPER** (or other persons acting on its behalf or under its direction or control) under this Agreement or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the project.

#### **IV. SURETY**

1. **DEVELOPER** agrees to provide the **MUNICIPALITY** with estimates of the cost of the completion of the installation of on-site public improvements within easements granted to **MUNICIPALITY** and completion of public improvements within public right-of-ways in

accordance with the terms of this **AGREEMENT**. The **MUNICIPALITY** shall review these estimates and shall decide as to the cost to complete the improvements.

2. The **DEVELOPER** agrees to post a surety in the form of an irrevocable standby letter of credit in a form acceptable to the **MUNICIPALITY** which secures the performance of the construction work for the public improvements as provided for hereunder in the amount consistent with the approved estimate plus 20 percent.
3. Said surety shall remain in full force and effect until one year following the **MUNICIPALITY** acceptance of the public improvements.
4. During the course of construction, the **DEVELOPER** agrees to maintain such safety measures, signage, barriers and necessary traffic control direction as to protect the public from injury or damage during the course of the construction work. Said measures shall be in accordance with applicable traffic control standards and requirements including but not limited to the manual of uniform traffic control devices.
5. The **MUNICIPALITY** agrees to reduce the Letter of Credit based upon the acceptance of completed improvements by the **MUNICIPALITY**. The reduction of the Letter of Credit will be in the sole discretion of the **MUNICIPALITY** Village Board upon recommendation of the Village Engineer.
6. If **DEVELOPER** does not accurately complete the required work or the completed work is substandard in accordance with the **MUNICIPALITY** development standards and other applicable Codes, or if not less than 30 days prior to the expiration of the Surety, the **DEVELOPER** has not provided evidence of the renewal of the Surety, the **MUNICIPALITY** shall be entitled to draw upon the Surety and shall use the full Surety, or portions thereof, to complete the work by **MUNICIPALITY** Staff or through a contractor. If **DEVELOPER** adequately completes the required public improvements and/or repairs to the public improvements and completion is accepted by the **MUNICIPALITY** Village Engineer after acceptance of as-built drawings, after written request by **DEVELOPER** the **MUNICIPALITY** shall reduce the Surety in an amount equal to not more than twenty (20%) percent of the completed public improvements for a period not to exceed twelve (12) months after the date of the public improvements for which the Surety was provided are substantially complete. The **MUNICIPALITY** Village Board shall approve the reduction and said approval shall not be unreasonably withheld.
7. As Built Plans. **DEVELOPER** shall furnish the **MUNICIPALITY** reproducible, most recent version approved AutoCAD plans of as built plans of sanitary sewer, storm water sewer and facilities and the public water supply system, including the location and elevation of laterals at the lot lines prior to the **MUNICIPALITY** acceptance of dedication.

## **V. MISCELLANEOUS**

1. This **AGREEMENT** shall be governed and construed in accordance with the laws of the State of Wisconsin.
2. This **AGREEMENT** may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.
3. This **AGREEMENT** may not be assigned without the express written permission of the **MUNICIPALITY**.

4. This **AGREEMENT** contains the entire **AGREEMENT** and understanding of the parties with respect to the subject matter hereof and may not be amended or modified except through an instrument executed by all parties hereto.
5. If any provision of the **AGREEMENT** shall be held, deemed to be or shall, in effect, be inoperative or unenforceable, the validity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining provisions or portions of this **AGREEMENT**.
6. The parties acknowledge that approval for the authority to execute this **AGREEMENT** has been obtained by the governing body of each party.
7. The provisions regarding indemnification and insurance shall survive the termination of this **AGREEMENT**.
8. The **DEVELOPER** and the **MUNICIPALITY** agree that there shall be no third-party beneficiaries of this Agreement.
9. In addition to the conditions otherwise set forth in this **AGREEMENT**, **DEVELOPER** shall pay to the **MUNICIPALITY** all required fees and charges, including payments or maintenance of an escrow account in favor of the **MUNICIPALITY** for incurred professional service charges. Said fees or the creation of an escrow account shall be made prior to the Village being required to issue any permit for the development of the Property.
10. **DEVELOPER** work on the Property shall start no sooner than 7:00 a.m., Monday through Saturday, during the months of November to February. During the months of March through October, work shall start no sooner than 6:30 a.m. Work shall not extend beyond 7:00 p.m. at any time. Work on the Property shall not occur on Sundays or National Legal Holidays. For purposes of this provision, "work" shall mean the producing of any sound caused by the construction, construction equipment or construction vehicles or material deliveries. The time limitations do not restrict early arrival for staging or after-hours cleanup by construction workers. The time limitations do not apply to construction work not controlled by the **DEVELOPER**, such as private or public utilities. However, **DEVELOPER** shall make every effort to maintain compliance with these limitations.
11. **DEVELOPER** shall, at all times, maintain surrounding rights-of-way free from dirt, gravel and construction debris. When construction work occurs within rights-of-way, the rights-of-way shall be free from dirt, gravel and construction debris prior to the end of the construction day. **DEVELOPER**, at all times, shall maintain the property and surrounding properties free from construction debris and employee waste. If **DEVELOPER** does not comply with the requirements of this paragraph, the **MUNICIPALITY** may, after written notice to the **DEVELOPER** and upon **DEVELOPER** failure to promptly and reasonably act to cure such matters, utilize **MUNICIPALITY** employees and equipment to maintain the area and charge these expenses to the **DEVELOPER**.
12. The **DEVELOPER** agrees to abide by such further orders or directions as may be reasonably given by the **MUNICIPALITY**, as may be necessary to implement and carry out the terms and intent of this **AGREEMENT**. It is expressly understood and agreed that the terms of this **AGREEMENT** are covenants running with the land and binding on the **DEVELOPER**, its successors and/or assigns.
13. **DEVELOPER** shall be responsible for the repair to existing roadways and infrastructure for damage caused as the result of the construction activities or construction on the Property.

Areas of the Project that are within the jurisdiction of other governmental agencies, such as Waukesha County, or the State of Wisconsin Department of Natural Resources or the State of Wisconsin Department of Transportation shall be developed in accordance with the requirements of those agencies. Costs incurred by the **MUNICIPALITY** from other governmental jurisdictions related to this Project shall be reimbursed by the **DEVELOPER** within 30 days of invoicing.

14. All work performed under the provisions of this **AGREEMENT** shall be done in a good and workmanlike manner, and in accordance with all Codes, applicable rules and regulations, governing or affecting the Property.
15. This Agreement shall be recorded with the Register of Deeds.
16. **Acceptance of Work.** The **MUNICIPALITY** shall review the **DEVELOPER** Public Improvements once completed and if acceptable to the **MUNICIPALITY** Engineer, accept such improvements as being in compliance with the standards and specifications of the **MUNICIPALITY**. Such review and acceptance where appropriate will occur within 60 days of written notice by the **DEVELOPER** that the **DEVELOPER** desires to have the **MUNICIPALITY** inspect and accept the improvements. At the option of the **MUNICIPALITY**, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any work or any improvements, the **DEVELOPER** shall present to the **MUNICIPALITY** valid Lien Waivers from all persons providing materials or performing work on the improvements for which approval is sought. Acceptance by the **MUNICIPALITY** does not constitute a waiver by the **MUNICIPALITY** of the right to draw funds under the Letter of Credit because of defects in, or failure of, any improvement that is detected or which occurs following such acceptance. The **DEVELOPER** agrees that the dedication of the improvements and the required public improvements will not be accepted by the **MUNICIPALITY** until they have been reviewed and inspected for approval by the **MUNICIPALITY** Engineer and furthermore, until all outstanding **MUNICIPALITY** costs, including engineering and construction review charges, have been paid in full and Affidavits and Lien Waivers received by the **MUNICIPALITY** indicating the contractors and suppliers have been paid in full for all work and improvements furnished under this **AGREEMENT**. Sanitary sewer main and water main, and their respective service laterals, shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the **DEVELOPER** are submitted to the **MUNICIPALITY** Engineer and **MUNICIPALITY** Clerk respectively. (This is necessary to aid in determining the sewer and water utilities value on the **MUNICIPALITY** Financial Statements.) In addition, the water system installation shall not be accepted until the **MUNICIPALITY** obtains a bacteriologically safe sample. The **MUNICIPALITY** shall flush the main, obtain the sample and have all tests completed as may be required by the **MUNICIPALITY** at **DEVELOPER** cost. Said lines shall be pressure tested and the sewer mains shall be televised showing that there are no leaks in the lines and no construction debris within the sewer. The acceptance of the water and sewer mains shall be further subject to the **DEVELOPER** providing verification that they have been constructed in accordance with the **MUNICIPALITY** Standards and Specifications. **DEVELOPER** needs to maintain and repair all required **DEVELOPER** Public Improvements until the **MUNICIPALITY** formally accepts said improvements. The **DEVELOPER** shall provide the **MUNICIPALITY** with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD. The **MUNICIPALITY** Engineer shall prepare record drawings of the improvements at **DEVELOPER** sole expense within 30 days of the binder course placement.

17. Warranty. **DEVELOPER** warrants and guarantees that the installation of the sanitary sewer and water mains installed on the Property for a period of one year from the date of final acceptance by the **MUNICIPALITY** of all improvements completed by the **DEVELOPER** under this **AGREEMENT** against defects, in installation or materials. If any defect shall appear during the guaranteed period, the **DEVELOPER** agrees to make the acceptable repairs of the defective work. This includes but is not limited to the storm water facilities. The guaranteed period shall continue for a period of one year after the acceptance by the **MUNICIPALITY** of the improvements. A Letter of Credit or bond shall remain in full force for the time that any portion of the improvements have yet to be completed, and a portion of the bond is deemed adequate by the **MUNICIPALITY** Engineer, but not to exceed 20% of the original Letter of Credit or bond, shall remain in force for the one-year guarantee period.
18. Location of Utility Transformers, Pedestals and Boxes. **DEVELOPER** shall endeavor to coordinate with providers of private utilities (such as and not limited to electricity, natural gas, cable television, fiber optic, telephone/cell phone, other communication facilities) to locate easements for the underground utilities and periodic placement of above ground utility transformers, pedestals, boxes or similar utility containment along rear property line. Should special circumstances not allow utilities to place easements and transformers, pedestals or boxes in the rear yard, the transformers, pedestals or boxes may be located within the street or side yard (as defined in **MUNICIPALITY** zoning ordinance) and shall be located a minimum of 20 feet from the right-of-way (street property line). If located in a street yard, **DEVELOPER** shall submit, in writing, to the **MUNICIPALITY** Zoning Administrator a statement indicating justification for utility placement in the street yard, along with a landscape plan to place plantings on the street side of transformers, pedestals or boxes located in the street or side yard. Said landscaping shall be installed immediately after installation of the transformers, pedestals or boxes, and shall be a condition of occupancy of the first residence building.
19. Tracking Pad and Parking of Vehicles During Construction. On the first day of construction as approved by **MUNICIPALITY** engineer, **DEVELOPER** shall install a tracking pad onto the **PROPERTY** from either of the two adjacent public right-of-ways as approved by Waukesha County Highway Department, after which a gravel parking lot or lots shall be installed for the parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including installation of private utilities. The tracking pad shall remain in place until the gravel base of private drive to access the residential buildings on the **PROPERTY** is completed. **DEVELOPER** shall adhere to all required erosion control measures during installation and usage of the tracking pad and on-site parking. No parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including installation of private utilities shall occur outside the boundary of **PROPERTY** after the first day of construction. Should **MUNICIPALITY** have the need to install signs to enforce these access parking restrictions on neighboring public right-of-ways, the cost of the signs and installation shall be borne by **DEVELOPER**. These parking restrictions include any vehicle involved with **MUNICIPALITY** inspection of construction.
20. Building Permits. No building permits shall be issued for any of the residential buildings until the **MUNICIPALITY** has made all necessary approvals; utilities to serve the individual building sites are in place, inspected and accepted; a drivable year-round private drive (full asphaltic binder course pavement installed) is in place, inspected and accepted; all storm water management facilities have been completed, and all other required public improvements have

been completed, inspected and approved. **MUNICIPALITY** shall provide written notice to **DEVELOPER** when all conditions within this paragraph have been satisfied to allow issuance of building permits. Notwithstanding the above, footing and foundation permits may be requested by **SUBDIVIDER** prior to acceptance as noted above with installation of the asphaltic binder course pavement on the private drive.

21. Payment of Fees. **DEVELOPER** shall be responsible for payment to **MUNICIPALITY** of all professional fees incurred during review, coordination and inspection of all activities related to **PROPERTY** development and installation of improvements. The fees may involve reimbursement of **MUNICIPALITY** staff time involving inspection of improvements and coordination with others to correct installation of improvements in accordance with **MUNICIPALITY** specifications.
22. Notice. Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or transmitted via email to the emails set forth below, provided that the transmitting party retains evidence of the successful facsimile transmission or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to **DEVELOPER**:

*John Donovan  
Bielinski Homes  
1830 Meadow Lane, Suite A,  
Pewaukee, WI 53072.  
Email: [jdonovan@bielinski.com](mailto:jdonovan@bielinski.com)*

WITH COPIES TO:

*Tim Voeller  
Bielinski Homes  
1830 Meadow Lane, Suite A,  
Pewaukee, WI 53072.  
Email: [tvoeller@bielinski.com](mailto:tvoeller@bielinski.com)*

If to **MUNICIPALITY**:

*Mukwonago Village Clerk  
440 River Crest Court  
Mukwonago, WI 53149  
Email: [jtaubert@villageofmukwonago.com](mailto:jtaubert@villageofmukwonago.com)*

WITH COPIES TO:

*Rebecca Alonge, P.E.  
Ruekert-Mielke, Inc.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188  
Email: [ralonge@ruekert-mielke.com](mailto:ralonge@ruekert-mielke.com)*

23. Recordation. The **MUNICIPALITY** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **DEVELOPER** shall pay all cost of recording.

- 24. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this **AGREEMENT** whether arising out of or relating to the **AGREEMENT** or Letter of Credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Waukesha County. The **DEVELOPER** expressly waives his/her/their right to bring such action in or to remove such action or any other court whether state or federal.
- 25. Impact Fees. **DEVELOPER** shall pay to the **MUNICIPALITY**, prior to the **MUNICIPALITY** issuance of a Building Permit for a lot in the **SUBDIVISION**, all sewer, water and park impact fees for that lot.
- 26. Effective Date. This **AGREEMENT** shall be effective as of the date and year first written above.

Dated as of the date first above written.

**MUNICIPALITY:**  
Village of Mukwonago

**MUNICIPALITY:**  
Village of Mukwonago

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

By: \_\_\_\_\_  
Judith A, Taubert, Village Clerk

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally, came before me, this \_\_\_ day of \_\_\_\_\_, 2019, the above-named Fred Winchowky and Judith A. Taubert to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
\_\_\_\_\_  
Print Name  
Notary Public, State of Wisconsin  
My Commission is permanent/expires: \_\_\_\_\_

\*\*\*\*\*

**DEVELOPER:**  
Meadowland Townhomes, LLC  
By: Bielinski, LLC, sole member

By: \_\_\_\_\_  
Frank Bielinski, Manager/Member

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA )

Personally, came before me, this \_\_\_\_ day of \_\_\_\_\_, 2019, the above-named Michael A. Chapman to me known to be the person who executed the foregoing instrument and acknowledged the same.

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Print Name  
Notary Public, State of Wisconsin  
My Commission is permanent/expires: \_\_\_\_\_



# Storm Water Management Practice Maintenance Agreement

Document Number

Beilinski LLC, as “Owner” of the property described below, in accordance with Village of requirements, agrees to install and maintain storm water management practice(s) on the subject property in accordance with approved plans. The owner further agrees to the terms stated in this document to ensure that the storm water management practice(s) continues serving the intended functions in perpetuity. This Agreement includes the following exhibits:

**Exhibit A:** Legal Description of the real estate for which this Agreement applies (“Property”).

**Exhibit B:** Location Map(s) – shows an accurate location of each storm water management practice affected by this Agreement.

**Exhibit C:** Maintenance Plan – prescribes those activities that must be carried out to maintain compliance with this Agreement.

**Exhibit D:** Operation and Maintenance Inspection Form – contains a list of typical inspection and maintenance items associated with the stormwater management practices.

Name and Return Address

BIELINSKI LLC  
1830 MEADOW LN STE A  
PEWAUKEE WI 53072-5575

MUKV1957997002

Parcel Identification Number(s) – (PIN)

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in **Exhibit B** in accordance with the maintenance plan contained in **Exhibit C**.
2. Upon written notification by Village of Mukwonago or their designee, the Titleholder(s) shall, at their own cost and within a reasonable time period determined by the Village of Mukwonago, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Mukwonago and complete any maintenance or repair work recommended in the report. The Titleholder(s) shall be liable for the failure to undertake any maintenance or repairs.
3. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C. The Village of Mukwonago may require work to be done which differs from the report described in paragraph 2 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Mukwonago of required maintenance or repairs, the Titleholder(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Mukwonago.
4. If the Titleholder(s) do not complete an inspection under 2. above or required maintenance or repairs under 3. above within the specified time period, the Village of Mukwonago is authorized, but not required, to perform the specified inspections, maintenance or repairs. In the case of an emergency situation, as determined by the Village of Mukwonago, no notice shall be required prior to the Village of Mukwonago performing emergency maintenance or repairs. The Village of Mukwonago may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats. or subch. VII of ch. 66 Wis. Stats.
5. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. The Village of Mukwonago shall have the sole authority to modify this agreement upon a 30-day notice to the current Titleholder(s).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Owner:**

\_\_\_\_\_  
(Owners Signature)

\_\_\_\_\_  
(Printed Name & Title)

## Acknowledgements

State of Wisconsin:

County of \_\_\_\_\_

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_.

Notary Public, \_\_\_\_\_ County, WI

My commission expires: \_\_\_\_\_.

**This document was drafted by:**

Matthew A. Bailey  
Trio Engineering, LLC  
12660 W. North Ave., Bldg. D  
Brookfield, WI 53005

## **Exhibit A – Legal Description**

The following description and reduced copy map identify the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Waukesha County Register of Deeds office.

### Legal Description:

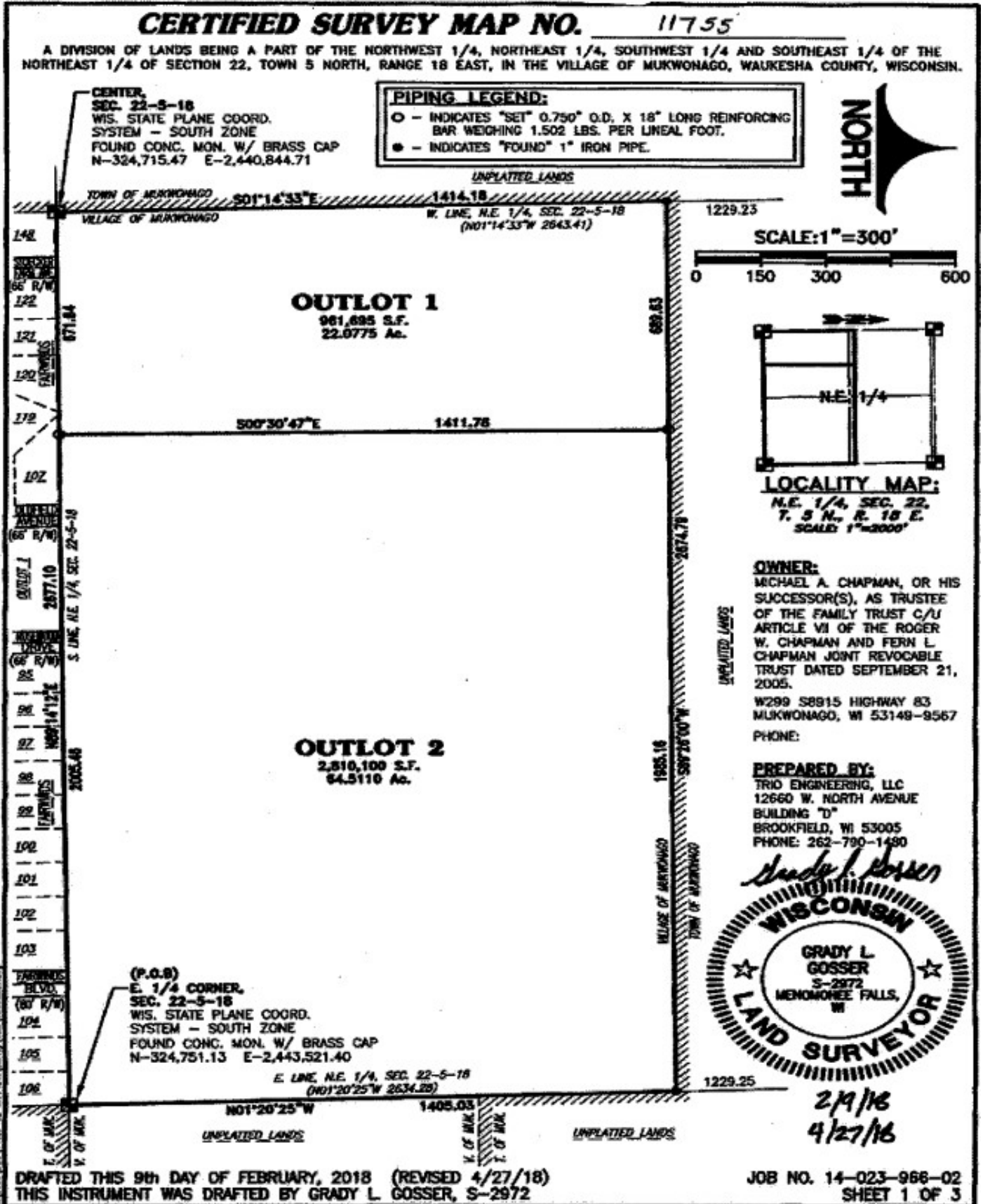
All that part of the Northwest 1/4, Northeast 1/4, Southwest 1/4 and Southeast 1/4 of the Northeast 1/4 of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East 1/4 Corner of said Section 22; said point being the place of beginning of lands hereinafter described;

Thence North 01°20'25" West and along the East line of the said Northeast 1/4 Section, 1405.03 feet to a point; Thence South 89°26'00" West and along the South line of Unplatted Lands and the Corporate Limits line, 1985.16 feet to a point; Thence South 00°30'47" East, 1411.78 feet to a point on the South line of the said Northeast 1/4 Section; Thence North 89°14'12" East and along the said South line, 2005.46 feet to the point of beginning of this description.

Said Parcel contains 2,810,100 Square Feet (or 64.5110 Acres) of land, more or less.

Exhibit A - Continued



**Exhibit B - Location Map**  
**Storm Water Management Practices Covered by this Agreement**



## **Exhibit C**

### **Minimum Storm Water Practice Maintenance Requirements**

This exhibit explains the basic function of each of the storm water practices listed in Exhibit B and prescribes the minimum maintenance requirements to remain compliant with this Plan. The maintenance activities listed below are aimed to ensure these practices continue serving their intended functions in perpetuity. The list of activities is not all-inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site.

#### **WET DETENTION BASIN, INFILTRATION BASIN & RAIN GARDEN**

##### **System Description:**

The wet detention basin and rain gardens are designed to remove at least 80% of the Total Suspended Solids (TSS) from the site runoff and to reduce the post-development downstream peak flows to meet the Village of Mukwonago Stormwater Ordinance. Swales and storm sewer function to convey runoff to the basins, as well as filter pollutants, especially from smaller storms. To function correctly, the pond size, water level, vegetation and outlet structures must be maintained as specified in this Plan.

##### **Minimum Maintenance Requirements:**

To ensure the proper long-term function of the storm water management practices described above, the following activities must be completed:

##### **General Maintenance requirements and restrictions:**

1. Grass swales shall be preserved to allow free flow of surface runoff in accordance with approved grading plans.
2. No buildings or other structures are allowed in grass swale areas.
3. No grading or filling is allowed that may interrupt flows in any way.
4. Grass swales, inlets and outlets should be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream forebays or basin. Erosion matting is recommended for repairing grassed areas.
5. NO trees are to be planted or allowed to grow in bottom of grass swales.
6. Periodic mowing of the grass swales for the first two years following construction will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife.
7. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
8. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered under the provisions listed on page 1 of this Agreement.

##### **Wet Pond/Forebay Maintenance**

1. The basin and all components (grass swales, forebay, inlets, outlets, etc.) should be inspected after each heavy rain, and periodically throughout the year, but at a minimum of once per year to ensure there is no blockage from floating debris or ice, especially at the low flow orifice and the trash rack on the riser in the main wet basin. Any blockage must be removed immediately.
2. If the permanent pool water level falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water recharge. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
3. Nuisance (decay odors, etc.) floating algae or weed growth should be removed from the basin or the forebay and deposited where it cannot drain back into the basin. Removal of the vegetation from

## Exhibit C – Continued

the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.

4. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.
5. When sediment in the forebays or the basin has accumulated to an elevation of three feet below the outlet elevation, it must be removed (see Exhibit D). All removed sediment must be placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the basin. Failure to remove sediment from the wet basins will cause resuspension of previously trapped sediments and increase downstream deposition.
6. No grading or filling of the basin or berm other than for sediment removal is allowed, unless otherwise approved by the Village of Summit.
7. Mowing around the basins may attract nuisance populations of geese to the property and is not necessary or recommended.
8. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
  - Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
  - If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
  - Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
  - Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

### Infiltration Basin Maintenance

1. A minimum of 25% of the bottom of the infiltration basins consist of native plantings in irregularly shaped beds. The native plantings in (top)soil areas and granular open spaces must be maintained on the basin bottom to ensure infiltration rates. Note that infiltration rates within this development are high, in the range of 46 in/hr to >184 in/hr based on field testing, which supports and promotes the development goal of 100% stormwater infiltration. Periodic burning or mowing is recommended to enhance establishment of the prairie grasses (which may take 2-3 years) and maintain the minimum native cover. To reduce competition from cool season grasses (bluegrass, fescues, quack, etc.) and other weeds:
  - i. For the first year, cut to a 6" height three times – once each in June, July and early August. To prevent damage to the native grasses, do not mow below a 6" height. Remove excessive accumulation of clippings to avoid smothering next year's seedlings.
  - ii. After the first year, mowing may only be needed in early June each year to help control the spread of cool season plants. The mowing should also be raised to 10-12" to avoid damage to the warm season plants.
  - iii. Burning may also be used to manage weeds in 2-5 years intervals. Late spring burns (mid-late May) provide maximum stimulus to warm season grasses and work well to control cool season grasses. Burn when the cool season grasses are growing and the warm season plants are just barely starting to grow to get maximum control of cool season species.

## Exhibit C – Continued

- iv. Any major bare areas or areas taken over by nonnative species must be reseeded. To clear area of weeds and cool season grasses, treat with an herbicide that contains glyphosphate in accordance with manufacturer's instructions. Ensure a firm seedbed is prepared to a depth of 3 inches (a roller is recommended). Seeding should occur in early-mid June. Seed with Big Bluestem, Indian Grass, Little Blue Stem or Switchgrass (preferably an equal mix of all four types). A companion crop of oats is recommended. Seed must be placed at a depth of 1/4 – 1/2" and a minimum rate of 1/4 pound per 100 square feet. If broadcast seeding by hand, drag leaf rake over soil surface after seeding. Then roll it again and cover with a light layer of mulch and staked erosion control netting to hold it in place until germination. For other planting details, see NRCS standard 342 (Critical Area Planting).
2. The basin and all components (grass swales, wet forebay, inlets, outlets, etc.) should be inspected after each heavy rain, but at a minimum of once per year. If the basin is not draining properly (within 72 hours), further inspection may be required by persons with expertise in storm water management and/or soils.
  - i. If soil testing shows that the soil surface has become crusted, sealed or compacted, some deep tillage should be performed. Deep tillage will cut through the underlying soils at a 2-3 foot depth, loosening the soil and improving infiltration rates, with minimal disturbance of the surface vegetation. Types of tillage equipment that can be used include a subsoiler or straight, narrow-shanked chisel plow.
  - ii. If sedimentation is determined to be causing the failure, the accumulated sediment must be removed and the area reseeded in accordance with the notes above and addendum details.
3. All emergency overflow spillways and other flow control devices must be kept free of debris. Any blockage must be removed immediately.
4. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the system. Erosion matting is recommended for repairing grassed areas.
5. Heavy equipment and vehicles must be kept off of the bottom and side slopes of infiltration basins to prevent soil compaction. Soil compaction will reduce infiltration rates and may cause failure of the basin, resulting in ponding and possible growth of wetland plants.
6. No trees are to be planted or allowed to grow on the bottom of the basin unless specified on the landscape plan. On the basin bottom, trees may shade out the native grasses. The basin must be inspected annually and any woody vegetation removed.

### RAIN GARDEN OPERATIONS AND MAINTENANCE

#### I. ROUTINE MAINTENANCE

##### A. Inspection

1. Performance of the rain garden should be inspected monthly and after every major storm event, following the initial construction to evaluate if the basin is draining within the design time limits.
  - a. Water plants should be watered as necessary the first year to establish plants.
2. If performance does not meet the design goals, complete repairs to the facility to meet the design requirements.
3. Following the initial growing season of monthly inspections, quarterly inspections of the facility should be made. Inspect the facility for:
  - a. Differential settlement
  - b. Cracking



## Exhibit C – Continued

- c. Erosion
  - d. Leakage
  - e. Tree and woody plant growth on the embankments and plant health
  - f. Condition of the inlets and outlets
  - g. Sediment accumulation
  - h. Vigor and density of vegetation on the floor of the basin and buffer strips
  - i. pH testing of the soil (if plants growth issues exist)
  - j. Observation wells and/or under drains
- B. Mowing – Native Vegetation
- 1. During establishment of vegetation, the first mowing shall occur once it reaches a height of 10 to 12 inches.
  - 2. Control woody plant invasion by mowing once a year. The vegetation height shall be 5 to 6 inches after mowing.
  - 3. Mow once per year in the fall after November 1st.
  - 4. Remove trash and debris at the time of mowing.
- C. Erosion Control
- 1. Inspect seasonally for erosion. Inspection after major storm events for erosion problems is also recommended if practical.
  - 2. Repair all eroded areas immediately. Temporary erosion controls may be necessary to facilitate repairs.
- D. Tilling
- 1. If the basin is located on marginally permeable soils, annual or semi-annual tilling may be needed to maintain infiltration capacity.
  - 2. Tilled areas should be immediately re-vegetated to prevent erosion.
- II. NON-ROUTINE MAINTENANCE
- A. Structural Maintenance
- 1. Inspect pipe systems quarterly.
  - 2. Remove and replace pipe systems that have eroded or rusted.
  - 3. Earthen structures should be inspected annually. Erosion should be repaired immediately upon discovery.
- B. Restoration of Infiltration Capacity
- 1. Over time the original infiltration capacity of the basin will be diminished. Diminished infiltration capacity will require maintenance once the rain garden practice fails to infiltrate a rain event within 72 hours.
  - 2. Deep tilling can be done to restore the infiltration capacity of the basin. The basin will be drained and the soils dried to a depth of 8 inches.
  - 3. The top 2 to 3 inches of topsoil, chisel plowing, and adding topsoil and compost can be done.
  - 4. The basin must be restored with native plantings.
- C. Watering
- 1. Water plants need to be watered as necessary during the first growing season.
  - 2. After the first growing season, water as necessary during dry periods.

# Exhibit D - Location Map

## Operation and Maintenance Inspection Form

### Operation and Maintenance Inspection Report for Stormwater Facilities Operation and Maintenance Inspection Report for Stormwater Management Ponds

Inspector Name: _____	Inspection Date: _____
Company Name: _____	Property: _____ Chapman Farms
Company Address: _____	Address: _____
Company Phone No.: _____	Storm Water: <input type="checkbox"/> Infiltration Basin P-1 & Rain Garden P-4
Storm water Pond: _____	<input type="checkbox"/> Wet Ponds P-2 & P-3, Forebay 1A & 1B
Normal Pool _____	Watershed _____ Fox River
Normally Dry _____	

Items Inspected	Checked		Maintenance Needed		Inspection Frequency	Remarks
	Yes	No	Yes	No		
<b>A. Embankments and Spillways</b>						
1. Vegetation and ground cover adequate					A, S	
2. Embankment erosion / subsidence					A, S	
3. Animal burrows					A	
4. Unauthorized plantings / woody vegetation					A	
5. Cracking, bulging, or sliding of earthen berm					A, S	
a. Upstream face					A, S	
b. Downstream face					A, S	
c. At or beyond toe					A, S	
d. Emergency spillway					A, S	
6. Seeps/leaks on downstream face					A, S	
7. Slope protection erosion mat or riprap failures					A, S	
8. Vertical and horizontal alignment of top of earthen berm as per "As-Built" plans					A, S	
9. Spillways clear of obstructions and debris					A, S	
10. Other (specify)						
<b>B. Outlet Pipes</b>						
Type: Concrete pipe _____						
PVC pipe _____						
1. Low flow orifice obstructed					Q, S	
2. Low flow trash rack					A, Q, S	
a. Debris removal necessary					Q, S	
b. Corrosion					A	
3. Backflow Prevention Device (R-1, 30" pipe)					A	
3. Concrete pipe condition					A	
4. PVC pipe condition					A	
5. Outfall channels functioning					A, S	
6. Other (specify)					A	
<b>C. Underground Detention Facility</b>						
1. Bypass pipe Obstructed					A, S	
2. Outlet pipe Obstructed					A, S	
3. Debris removal necessary					A, Q, S	
4. Visible pavement settling					A, Q, S	
5. Floating or floatable debris removal required					Q	
6. Visible pollution					Q	
7. Visible geotextile fabric tears					A	
8. Sedimentation noted					A	

Inspection Frequency Key

A-Annually, Q-Quarterly, S-After Major Storm

## Exhibit D – Continued

Items Inspected	Checked		Maintenance Needed		Inspection Frequency	Remarks
	Yes	No	Yes	No		
9. Sediment cleanout when Sediment reaches 3 inches					A	
10. Standing water or wet spots					A	
11. Other (specify)					A	
<b>D. Infiltration Basins &amp; Rain Gardens</b>						
1. Vegetation adequate (70% min)					A	
2. Undesirable vegetative growth					A	
3. Undesirable woody vegetation					A	
4. Low flow orifice clear of obstructions					A, S	
5. Standing water or wet spots					A	
6. Sediment and/or trash accumulation					Q	
7. Other (specify)					A	
<b>E. Outfalls into basins</b>						
1. Riprap failures					A, S	
2. Slope erosion					A, S	
3. Storm drain pipes					A, S	
4. Endwalls/headwalls					A, S	
5. Other (specify)					A	
<b>F. Other</b>						
1. Encroachments on basin or easement area					A	
2. Complaints from residents (describe on back)					A	
3. Aesthetics					A	
a. Grass mowing required						
b. _____ removal required						
c. Other (specify)						
4. Any public hazards (specify)					A	

Inspection Frequency Key

A=Annually, Q=Quarterly, S=After Major Storm

**DEVELOPMENT AGREEMENT FOR SUBDIVISION IMPROVEMENTS  
FOR THE CHAPMAN FARMS FINAL PLAT OF SUBDIVISION (FIRST PHASE) WITH THE  
CHAPMAN VILLAS  
VILLAGE OF MUKWONAGO**

**March 28, 2019 Draft**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Bielinski Homes, Inc., hereinafter referred to as the “**SUBDIVIDER**”, and the Village of Mukwonago, hereinafter referred to as the “**MUNICIPALITY**”, a Wisconsin municipal corporation located in Waukesha and Walworth Counties, Wisconsin, for the Chapman Farms Final Plat of Subdivision.

**RECITALS**

**WHEREAS**, this **AGREEMENT** related to the real estate owned by the **SUBDIVIDER** located within the **MUNICIPALITY** (hereafter **PROPERTY**) as described in the attached **EXHIBIT A**, and

**WHEREAS**, **SUBDIVIDER** desires to develop the **PROPERTY** as a residential subdivision consisting of a total of four (4) single-family lots, three (3) lots for 48 condominium units within 24 buildings and four (4) outlots (as shown in **EXHIBIT A**), and

**WHEREAS**, this is the first phase of development within the preliminary plat (as shown on **EXHIBIT B**) consisting of 86 single family lots and lots for the aforementioned condominiums approved by the **MUNICIPALITY** on April 18, 2018 via Resolution 2018-024 (as shown in **EXHIBIT C**), and

**WHEREAS**, the condominium portion of the **PROPERTY**, with the marketing name of Chapman Villas, is zoned by **MUNICIPALITY** as R-5 Low Density Multi-Family Residential District with a Conditional Use Permit allowing for modifications as a Planned Unit Development, within Lots 1, 2 and 3 and Outlot 1 of the final plat on **EXHIBIT A**, and

**WHEREAS**, plans for the condominium portion of the **PROPERTY** received approval by the **MUNICIPALITY** on June 20, 2018 via Resolution 2018-035 (as shown on **EXHIBIT D**) as a Conditional Use Permit allowing modifications as a Planned Unit Development, with further confirmation of the approval of the landscaping and building design plans on July 18, 2018 via Resolution 2018-043 (as shown on **EXHIBIT E**), and

**WHEREAS**, the single-family portion of the **PROPERTY**, with the marking name of Chapman Farms, is zoned by **MUNICIPALITY** as R-1, Single-Family Medium Lot Residential District within Lots 4, 5, 6 and 7 and Outlots 2, 3, and 4 of the final plat on **EXHIBIT A**, and

**WHEREAS**, this **AGREEMENT** shall detail the development of the Chapman Farms Final Plat of Subdivision (hereafter **SUBDIVISION**), approved by Resolution No. 2019-004 (as shown on **EXHIBIT F**) and

**WHEREAS**, precedent to approval of the preliminary plat and in accordance to the terms between **SUBDIVIDER** and adjacent property owner Family Trust c/o Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust (hereafter **CHAPMAN**), in conjunction with development of the **SUBDIVISION**, **SUBDIVIDER** has agreed to improve the approximately 355 foot publicly dedicated right-of-way within Certified Survey Map No. 11714 according to specifications as required by **MUNICIPALITY**, to provide continuous improvements for and connection of Chapman Farm Boulevard between Certified Survey Map No. 11632 and the **SUBDIVISION**, and

**WHEREAS, SUBDIVIDER** has agreed to dedicate Outlot 4 as shown on the final plat of subdivision (**EXHIBIT A**) to **MUNICIPALITY** as a public park, and

**WHEREAS,** the **MUNICIPALITY** seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the **SUBDIVISION** and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive, and

**WHEREAS,** the applicable provisions of the **MUNICIPALITY** Subdivision Ordinance (Chapter 45 of Municipal Code) require that provisions be made for the installation of public sanitary sewer facilities, water mains and water service laterals, provide for the grading of public and private lands, complete storm water management and erosion control measures and complete street improvements required to serve the **SUBDIVISION,** and

**WHEREAS,** the purpose of this **AGREEMENT** is to protect the **MUNICIPALITY** from the cost of completing subdivision improvements itself and is not executed for the benefit of material men, laborers, or others providing work, services or material to the **SUBDIVISION** or for the benefit of lot buyers in the **SUBDIVISION,** and

**WHEREAS,** the purpose of this **AGREEMENT** includes but is not limited to the avoidance of harmful consequences of land development prior to satisfactory completion of improvements, or prior to the payment of improvement costs, and

**WHEREAS,** this **AGREEMENT** is made for the mutual benefit of the **SUBDIVIDER** and the **MUNICIPALITY** in order that land division requirements be fully complied with, and

**WHEREAS,** the **MUNICIPALITY** will be injured in the event of the **SUBDIVIDER'S** failure to fully and completely perform the requirements of this **AGREEMENT** even if construction has not yet been commenced. Accordingly, the parties agree that the **MUNICIPALITY** may enforce the terms and provisions of the **AGREEMENT** even if construction has not begun, and

**WHEREAS,** the mutual promises, state law and the **MUNICIPALITY'S** Land Division Control Ordinance (Chapter 45 of **MUNICIPALITY** code) along with **MUNICIPALITY** Design Specifications authorizes the covenants, and obligations contained in this **AGREEMENT,** and

**WHEREAS, SUBDIVIDER** agrees to develop the **PROPERTY** in accordance with this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or any other applicable ordinances, including the **MUNICIPALITY'S** Comprehensive Plan and other rules and regulations of the **MUNICIPALITY,** and

**WHEREAS,** it is the intention of the parties that by this **AGREEMENT** the parties specifically approve the terms and conditions governing the development of the **SUBDIVISION,** and

**WHEREAS,** the **SUBDIVIDER** now wishes to install public improvements to serve the **SUBDIVISION,** and

**WHEREAS,** the approval of the final plat for the **SUBDIVISION** is contingent upon the execution of this **AGREEMENT,** and the submittal of all documents required by this **AGREEMENT,** and

**WHEREAS,** this **AGREEMENT** currently contains the following exhibits and any subsequent exhibits provided for under the **AGREEMENT,** all of which are incorporated herein as if fully set forth:

<b>EXHIBIT A</b>	Chapman Farms Final Plat of Subdivision
<b>EXHIBIT B</b>	Chapman Farms Preliminary Plat of Subdivision
<b>EXHIBIT C</b>	Preliminary Plat of Subdivision Resolution No. 2018-024
<b>EXHIBIT D</b>	Condominium Planned Unit Development Resolution No. 2018-035
<b>EXHIBIT E</b>	Condominium Building Plans and Landscaping Resolution No. 2018-043
<b>EXHIBIT F</b>	Final Plat Resolution No. 2019-004
<b>EXHIBIT G</b>	Public Improvement Costs, List of Work and Responsibilities of Subdivider
<b>EXHIBIT H</b>	Public Improvement Plans/Specifications
<b>EXHIBIT I</b>	Construction Schedule
<b>EXHIBIT J</b>	Agreement as to Liability, Indemnity and Insurance
<b>EXHIBIT K</b>	Storm Water Maintenance Agreement

**NOW THEREFORE**, in consideration of the granting of approval for the development of the **PROPERTY**, the **SUBDIVIDER** agrees to develop the **SUBDIVISION** complete with all improvements outlined herein, in accordance with terms and conditions of this **AGREEMENT** and any applicable regulations of any governmental entity with jurisdiction and/or ordinances, rules and requirements imposed by the **MUNICIPALITY**.

**ARTICLE I – GENERAL CONDITIONS REGARDING OVERALL PROPERTY  
CONSTRUCTION AND DEVELOPMENT**

**A. Use of Lots Within the Final Plat**

Lots 1, 2 and 3 shall be developed with a total of 48 condominium units within 24 buildings under the R-5 Low Density Multi-Family Residential District with a Conditional Use Permit allowing for modifications as a Planned Unit Development and as approved by the resolutions of **EXHIBIT D** and **EXHIBIT E**. Lots 4, 5, 6 and 7 shall be developed each with a single-family home under the R-1, Single-Family Medium Lot Residential District. Outlots 1 and 2 shall be utilized for the storm water management and water quality control system of the **SUBDIVISION** and future final plats within the Preliminary Plat of Subdivision of **EXHIBIT B**. Outlot 3 shall be retained by **SUBDIVIDER** for future development as shown on **EXHIBIT B** and for a public storm sewer and drainage easement as shown on Sheet 2 of the final plat of subdivision of **EXHIBIT A**. Outlot 4 shall be dedicated by **SUBDIVIDER** to the **MUNICIPALITY** for a public park as an expansion of neighboring Rosewood Park.

**B. Property Access**

During **SUBDIVIDER** construction of all improvements required by this **AGREEMENT**, all access to the property by construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including construction across the **CHAPMAN** property and installation of private utilities, shall occur via Fairwinds Boulevard. However, access to grade and seed Outlot 4 for the public park shall occur directly from Oldfield Avenue or Rosewood Drive, via Stoecker Farm Avenue access from County Trunk Highway EE unless **SUBDIVIDER** gains access to the public park site through the **PROPERTY**. This access restriction shall prohibit all access, as defined in this paragraph, via Chapman Farm Boulevard. The warning barrier at the current terminus of Chapman Farm Boulevard, or similar warning barrier installed by **SUBDIVIDER** and approved by **MUNICIPALITY** shall be kept in place until the time **SUBDIVIDER** is allowed to receive building permits (see Article I, Paragraph D. approved by **MUNICIPALITY**. **SUBDIVIDER** shall endeavor to enforce these access restrictions with all contractors and subcontractors. Should **MUNICIPALITY** have the need to install signs to enforce these access restrictions within

neighboring public right-of-ways, the cost of the signs and installation shall be borne by **SUBDIVIDER**.

C. **Tracking Pad and Parking of Vehicles During Construction**

On the first day of construction as approved by **MUNICIPALITY ENGINEER, SUBDIVIDER** shall install a tracking pad onto the **PROPERTY** from current terminus of Fairwinds Boulevard, after which a gravel parking lot or lots shall be installed for the parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including installation of private utilities. The tracking pad shall follow the requirements of Article II, Paragraph 7e. The subject on-site parking lot or lots may be within areas to be improved as public streets and may move throughout the **PROPERTY** during construction, and shall remain on the **PROPERTY** until building permits are able to be issued pursuant to Article I, Paragraph D. The tracking pad shall remain in place until the gravel base of Fairwinds Boulevard extension into the **PROPERTY** is completed. **SUBDIVIDER** shall adhere to all required erosion control measures during installation and usage of the tracking pad and on-site parking. No parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of all improvements, including installation of private utilities shall occur outside the boundary of **PROPERTY** after the first day of construction. Should **MUNICIPALITY** have the need to install signs to enforce these access parking restrictions on neighboring public right-of-ways, the cost of the signs and installation shall be borne by **SUBDIVIDER**. These parking restrictions include any vehicle involved with **MUNICIPALITY** inspection of construction.

D. **Building Permits**

No building permits shall be issued for both the condominiums and single-family until the **MUNICIPALITY** has made all necessary approvals; utilities to serve the individual building sites are in place, inspected and accepted; the round-about and a drivable year-round streets (full asphaltic binder course pavement installed) with curb and gutter is in place in accordance with this **AGREEMENT**, inspected and accepted; all storm water management facilities have been completed, and all other required improvements have been completed, inspected and approved. **MUNICIPALITY** shall provide written notice to **SUBDIVIDER** when all conditions within this paragraph have been satisfied to allow issuance of building permits. Notwithstanding the above, footing and foundation permits may be requested by **SUBDIVIDER** prior to acceptance as noted above with installation of the asphaltic binder course pavement on all public right-of-way within the final plat. In addition, the asphaltic binder course pavement of the private drive providing access to four condominium buildings south of Chapman Farm Boulevard shall be completed before issuance of foot and foundation permits or full building permits for said buildings.

E. **Building Construction Access**

After building permits are allowed to be issued, access to **PROPERTY** shall be either via Chapman Farm Boulevard or Fairwinds Boulevard. **MUNICIPALITY** shall remove the Chapman Farm Boulevard barrier. However, after building permits are allowed to be issued, no parking of construction vehicles, construction deliveries, vehicles of construction employees and other vehicles involved in the construction of on-going improvements and building construction, including installation of private utilities, shall occur outside the boundary of **PROPERTY**. These parking restrictions include any vehicle involved with **MUNICIPALITY** inspection of construction or buildings.

F. **Location of Utility Transformers, Pedestals and Boxes**

**SUBDIVIDER** shall endeavor to coordinate with providers of private utilities (such as and not limited to electricity, natural gas, cable television, fiber optic, telephone/cell phone, other

communication facilities) to locate easements for the underground utilities and periodic placement of above ground utility transformers, pedestals, boxes or similar utility containment along rear property lines or within the rear yard setback established by the applicable R-1 or R-5 zoning district. Should special circumstances not allow utilities to place easements and transformers, pedestals or boxes in the rear yards, the transformers, pedestals or boxes may be located within the street or side yard (as defined in **MUNICIPALITY** zoning ordinance), and shall be located a minimum of 20 feet from the right-of-way (street property line). If so located in a street or side yard, **SUBDIVIDER** shall submit, in writing, to the **MUNICIPALITY** Zoning Administrator a statement indicating justification for utility placement in the street or side yard, along with a landscape plan to place plantings on the street side of transformers, pedestals or boxes located in the street or side yard. Said landscaping shall be installed immediately after installation of the transformers, pedestals or boxes, and shall be a condition of occupancy of the residence on the said single family lot, or the adjacent condominium building. The requirement of the location of transformers, pedestals or boxes 20 feet from the right-of-way includes outlots within **PROPERTY**. (See also Article II, Paragraph J (8d)).

G. **Temporary Cul-de-sac**

**SUBDIVIDER** shall provide a paved 90-foot-wide diameter temporary cul-de-sac on Outlot 3 at the north end of Sandhill Lane, with design as approved by **MUNICIPALITY**. **SUBDIVIDER** shall provide **MUNICIPALITY** with the easement document for the temporary cul-de-sac for approval of **MUNICIPALITY**. The temporary cul-de-sac shall remain until which time a Sandhill Lane is connected to another improved right-of-way via a future final plat of subdivision.

H. **Easement Documents Required**

**SUBDIVIDER** shall provide **MUNICIPALITY** with separate documents of all easements for **MUNICIPALITY** approval.

I. **Planned Unit Development Modifications**

**MUNICIPALITY** has approved of the following modifications from zoning and land division regulations to assist with site development of the condominium portion of the **PROPERTY** in the interest of orderly development of the **MUNICIPALITY**.

1. A minimum 25-foot street yard building setback instead of the required 35 feet.
2. A minimum 35-foot rear yard building setback instead of the required 50 feet.
3. A minimum 22-foot separation between buildings instead of the required 30 feet.
4. A minimum 438 square foot garage for one of the two attached garages within each structure (the second garage in each building exceeds the required minimum of 480 square feet).
5. A 60-foot public street right-of-way width instead of 66-foot-wide as required by the Village Land Division Ordinance (along with a 32-foot pavement width instead of 36-foot width).
6. A minimum one-foot distance from the outside edge of the private cul-de-sac to the nearest property line.

## **ARTICLE II – GENERAL CONDITIONS OF SUBDIVISION IMPROVEMENTS**

A. **Improvements**

The **SUBDIVIDER** shall construct and install, at its own expense, those on-site and off-site subdivision improvements listed on **EXHIBIT G** and further detailed in **EXHIBIT H** attached hereto and incorporated herein by this reference (“the **IMPROVEMENTS**”). The **SUBDIVIDER’S** obligation to complete the **IMPROVEMENTS** in the **SUBDIVISION** (or those



improvements required by this Agreement) will arise upon recording of the final plat for the **SUBDIVISION** by the **MUNICIPALITY**, will be independent of any obligations of the **MUNICIPALITY** contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots within the **SUBDIVISION**.

**B. Contractors Engaged by Subdivider**

The **SUBDIVIDER** agrees to engage Contractors/Subcontractors for all construction included in the **AGREEMENT** who shall perform such work to the standards of the **MUNICIPALITY** and who shall comply with every requirement of the **MUNICIPALITY'S** Municipal Code, Village Standard Specifications, and standards in performing such work. The **SUBDIVIDER** shall furnish the **MUNICIPAL ENGINEER** with names of all contractors and their subcontractors, with the classification of the work they will perform not less than seven (7) calendar days prior to any work beginning. A pre-construction meeting, attended by the **MUNICIPALITY'S** Engineer, **MUNICIPALITY'S** Department Heads, the **SUBDIVIDER'S** Contractor, Utility Companies and Sub-Contractors is required prior to any work being commenced on the site.

**C. Signed Documents, Letter of Credit and Fees**

The **SUBDIVIDER** agrees that prior to the pre-construction meeting and the start of construction, the **SUBDIVIDER** shall sign this agreement, shall sign the Storm Water Management Agreement (as shown on **Exhibit K**) and shall place on file with **MUNICIPALITY** a Letter of Credit in an amount approved by **MUNICIPALITY** Engineer and in a format approved by the **MUNICIPALITY** Attorney; soon thereafter as reasonably can be expected **MUNICIPALITY** representatives sign this agreement and Storm Water Management Agreement and **MUNICIPALITY** representative records this agreement with exhibits in the Office of the Waukesha County Register of Deeds. Furthermore, start of construction shall not occur until **SUBDIVIDER** has paid all outstanding fees due to **MUNICIPALITY** accrued during approvals and reviews of this development.

**D. Municipal Approval of Starting Dates**

The **SUBDIVIDER** further agrees that no work shall be scheduled for the above-mentioned **IMPROVEMENTS** without the **MUNICIPAL ENGINEER'S** approval of starting date and schedule which shall be submitted by the **SUBDIVIDER** for approval by the **MUNICIPAL ENGINEER** a minimum of fourteen (14) calendar days before work is scheduled to begin. Said schedule shall be attached as **EXHIBIT I** and incorporated herein as if fully set forth. **MUNICIPAL ENGINEER'S** approval shall not be unreasonably withheld. Subject to approval by the **MUNICIPAL ENGINEER**, commencement of construction shall be at the discretion of the **SUBDIVIDER**.

**E. Change Order to Work**

The **SUBDIVIDER** further agrees that the **MUNICIPALITY** shall not be responsible for any costs or changes related to this project except those specifically enumerated and agreed to in this or other written **AGREEMENTS** between the **MUNICIPALITY** and the **SUBDIVIDER**. Said changes are to be in writing, executed by the **SUBDIVIDER** and the **MUNICIPALITY**, and are to be attached as exhibits and incorporated herein.

**F. Acceptance of Work**

The **MUNICIPALITY** shall review **IMPROVEMENTS** after as improvements are completed as requested by **SUBDIVIDER** and, if acceptable to the **MUNICIPAL ENGINEER**, the **MUNICIPALITY VILLAGE BOARD** shall accept, subject to reasonable discretion, such **IMPROVEMENTS** as following the standards and specifications of the **MUNICIPALITY**. Such review and acceptance, if appropriate, will occur within sixty (60) days of written notice by the

**SUBDIVIDER** that **SUBDIVIDER** desires to have the **MUNICIPALITY** inspect and accept certain or all **IMPROVEMENTS**. At the option of the **MUNICIPALITY**, if the ground is frozen, the time for final inspection may be extended as necessary so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such **IMPROVEMENT**, the **SUBDIVIDER** shall present to the **MUNICIPALITY** valid lien waivers from all persons providing materials or performing work on the **IMPROVEMENT** for which approval is sought. Acceptance by the **MUNICIPALITY** does not constitute a waiver by the **MUNICIPALITY** of the right to draw funds under the Letter of Credit on account of defects in or failure of any **IMPROVEMENT** that is detected or which occurs following such acceptance. The **SUBDIVIDER** shall keep all sidewalks, curbs, driveway approaches and other similar improvements installed by **SUBDIVIDER** clean of ice, snow, dirt or other materials during the entire review period so as to allow the **MUNICIPALITY** to observe the improvements.

The **SUBDIVIDER** further agrees that the dedication of rights-of-way **IMPROVEMENTS** and the required public **IMPROVEMENTS** will not be accepted by the **MUNICIPALITY** until they have been reviewed and recommended for approval by the **MUNICIPAL ENGINEER** and furthermore until all outstanding **MUNICIPALITY** incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the **MUNICIPALITY** indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished under this **AGREEMENT**. The sanitary sewer and water main and the respective service laterals shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the **SUBDIVIDER** are submitted to the **MUNICIPAL ENGINEER** and **MUNICIPAL CLERK**, respectively. The water system installation shall not be accepted until the **MUNICIPALITY** obtains a bacteriological safe sample and pressure test. The **MUNICIPALITY** shall flush the main, obtain samples and have all tests completed as may be required for the **MUNICIPALITY'S** acceptance, all at **SUBDIVIDER'S** cost. In addition, in conjunction with the above testing, both the sanitary sewer and storm sewer systems shall be televised pursuant to **MUNICIPALITY** standards.

The **SUBDIVIDER** agrees to provide for maintenance and repair of all required public **IMPROVEMENTS** until the **MUNICIPALITY** through Resolution formally accepts such **IMPROVEMENTS**, except that **MUNICIPALITY** shall plow streets after the binder course of asphalt is installed, contingent upon **SUBDIVIDER** setting manholes and valve boxes to binder elevation pursuant to **MUNICIPALITY** standard specifications.

The **MUNICIPALITY** will provide timely notice to the **SUBDIVIDER** whenever observation reveals that an **IMPROVEMENT** does not conform to the **MUNICIPALITY'S** standards and specifications or is otherwise defective. The **SUBDIVIDER** shall have thirty (30) days from the issuance of such notice to correct or substantially correct the defect. The **MUNICIPALITY** shall not declare a default under this **AGREEMENT** during the thirty (30) day correction period on account of any such defect unless it is clear the **SUBDIVIDER** does not intend to correct the defect or unless the **MUNICIPALITY** determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

**SUBDIVIDER** shall furnish **MUNICIPALITY** with electronic and reproducible copies of all **IMPROVEMENT** plans. Electronic copies of all **IMPROVEMENT** plans shall be in the most current version of AutoCAD and in portable document format. The **MUNICIPAL ENGINEER** shall prepare "record drawings" of the **IMPROVEMENTS**, at **SUBDIVIDER'S** expense within sixty (60) calendar days of receipt of **IMPROVEMENT** plans and binder course placement.

G. **Time of Completion**

All work specified herein will be completed in accordance with the schedule set forth in **EXHIBIT I**.

H. **Indemnification and Insurance Required of Private Contractors**

The **SUBDIVIDER** hereby expressly agrees to indemnify and hold the **MUNICIPALITY**, its officers, employees, agents, elected representatives and assigns (hereinafter **PARTIES INDEMNIFIED**) harmless from and against all claims, costs and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this **AGREEMENT**. The **SUBDIVIDER** further agrees to aid and defend the **PARTIES INDEMNIFIED** (at no cost to the **MUNICIPALITY** or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this **AGREEMENT** except where such suit is brought by the **SUBDIVIDER**. The **SUBDIVIDER** is not an agent or employee of the **MUNICIPALITY**. The **SUBDIVIDER** shall require all Contractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the **PARTIES INDEMNIFIED**, and provide insurance coverages that are established by the **MUNICIPALITY**. The **SUBDIVIDER** shall also require Contractors engaged in the construction of this project to maintain a current Certificate of Insurance, naming the **MUNICIPALITY** as an additional insured on a primary and noncontributory basis, in a form acceptable to the **MUNICIPALITY ATTORNEY**, on file with the **MUNICIPALITY CLERK**. Said policy shall also contain an endorsement providing that the **MUNICIPALITY** shall receive not less than thirty days written notice of the cancellation or material modification of the policy except in the event of termination due to nonpayment of premium in which case the notice shall be not less than ten days. Each Contractor employed by **SUBDIVIDER** and **SUBDIVIDER'S** Contractor shall complete **EXHIBIT J** and return to the **MUNICIPAL ENGINEER** prior to starting work.

I. **Guarantee of Work**

The **SUBDIVIDER** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship or materials for a period of one (1) year from the date of acceptance by the **MUNICIPALITY VILLAGE BOARD** (the **Guarantee Period**). During the **Guarantee Period** a Letter of Credit in the amount of 20% of the original estimated cost of the accepted **IMPROVEMENTS** plus 120% of the original estimated cost of the not yet completed **IMPROVEMENTS** shall remain in force. Upon completion of the full length of the one (1) year **Guarantee Period** the Letter of Credit shall be reduced by 20% of the original cost of the accepted **IMPROVEMENTS**. Notwithstanding the foregoing, the warranty for trees is as provided in this **AGREEMENT**.

The **SUBDIVIDER** may request, in writing, acceptance of sanitary sewer, water main, and streets. Upon successful completion of the asphaltic binder course pavement, the Letter of Credit shall be reduced to as stated above in this paragraph I.

J. **Compliance with Agreement**

The **SUBDIVIDER** shall fully comply with any and all provisions of this **AGREEMENT** and with all **MUNICIPALITY** Ordinances, and all other governmental entities with jurisdiction, whether or not specifically addressed in this **AGREEMENT** including but not limited to:

1. **Grading, Erosion Control and Storm Water Management.**

The **SUBDIVIDER** shall obtain the approval of the **MUNICIPAL ENGINEER** for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. All storm water

management facilities shall be completed by **SUBDIVIDER** in accordance with **EXHIBITS H and K**.

2. Barricades and Street Signs.

The **SUBDIVIDER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **MUNICIPALITY**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD) at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform to the MUTCD. Permanent barricades shall be provided at the temporary termini of Chapman Farm Boulevard and Fairwinds Boulevard, as expense of **SUBDIVIDER** until which time the subject right-of-ways are extended via a future final plat of subdivision. The **SUBDIVIDER** shall adhere to conditions of the approval and grants the right-of-entry on the **SUBDIVISION** to designated personnel of the **MUNICIPALITY** to inspect and monitor compliance with this requirement.

3. Roundabout.

**SUBDIVIDER** shall construct the roundabout at the intersection the Chapman Farm Boulevard and Fairwinds Boulevard in accordance with plans approved by **MUNICIPALITY** as shown on **EXHIBIT H**. **SUBDIVIDER** responsibility of construction regarding the roundabout shall include, but not limited to, traffic control and directional signs, landscaping, and pedestrian cross walk markings, in addition to typical street improvements of concrete curb and gutter, paving, sidewalks and street lights. (Pursuant to March 28<sup>th</sup> staff meeting recommendation, need to add wording about Homeowner Association responsibility for landscaping maintenance).

4. Public Park Site.

No later than the end of the construction season in which footing and foundation permits or full permits are issued any of the condominium buildings on the **PROPERTY**, **SUBDIVIDER** shall grade and seed with a grass mix the public park site within Outlot 4 as approved by **MUNICIPALITY**. Completion of full seeding shall be guaranteed by **SUBDIVIDER** for a one (1) year period. Street lighting at expense of **SUBDIVIDER** surrounding the park site shall occur when public right-of-way is improved surrounding the park site via future final plat of subdivision, or no later than August 1, 2023, which ever date occurs first.

5. Sanitary Sewer Facilities and Laterals:

- a. The **SUBDIVIDER** shall install sanitary sewer mains and laterals (to 10 feet outside of the right-of-way) to serve all lots within the **SUBDIVISION** in accordance with the approved utility plans. In addition to any other approvals required by this **AGREEMENT**, until such time that all necessary approvals of plans have been obtained from the **MUNICIPAL ENGINEER** and the State of Wisconsin Department of Natural Resources, no installation of underground utilities shall commence.
- b. As required by the **MUNICIPAL ENGINEER** as part of the approved plans, the sanitary sewer plans shall include provisions to serve future subdivisions.
- c. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible approved plans of the sanitary sewer system, including location and elevation of laterals at the lot lines, prior to **MUNICIPALITY'S** acceptance of dedication.

- d. All materials used shall conform to the Standard Specifications for Sewer Main Construction of the **MUNICIPALITY**.
6. Water Mains and Service Pipes:
- a. The **SUBDIVIDER** shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all lots within the **SUBDIVISION** as required by the plans, specifications, and requirements of the Water Utility and as approved by the State of Wisconsin Department of Natural Resources. Valves shall be set pursuant to **MUNICIPALITY** specifications. All water service laterals shall be capped and buttressed ten (10 feet) beyond the right-of-way line with a control valve/road box anchored to the main.
  - b. All materials used shall conform to the **MUNICIPALITY'S** Standard Specifications for Water Main Construction and **MUNICIPALITY'S** standard specifications.
  - c. Fire hydrants shall be installed throughout the **SUBDIVISION** at **SUBDIVIDER'S** expense. Fire hydrants shall not be installed or permitted within ten (10) feet of driveway approaches, light poles or over laterals (sewer or water). No building permits shall be issued until the **MUNICIPAL ENGINEER** has determined that adequate fire hydrants are available.
  - d. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible electronic AutoCAD (most recent version) or portable document format approved plans of the water system, including location and elevation of laterals at the lot lines, prior to the **MUNICIPALITY'S** acceptance of dedication.
  - e. No water or sewer lateral shall be placed closer than ten (10) feet from driveway aprons or driveways. This restriction shall be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
  - f. No phone, electric or gas utilities shall be permitted within the drainage easements, unless the utility crosses the drainage at ninety-degree angles. This restriction to be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
7. Streets:
- a. Leads and pavement on all streets within the **SUBDIVISION** shall be constructed to the established standards and/or specifications of the **MUNICIPALITY**, as may be updated or amended from time to time.
  - b. Sidewalks within the public right-of-way (Sandhill Lane) providing shall be installed on both sides of the right-of-way when the adjacent condominium building on the same side of the right-of-way is under construction, but not later than issuance of an occupancy permit for the adjacent condominium building. Sidewalks within other public right-of-way shall be installed throughout the **SUBDIVISION** on both sides of the street prior to acceptance of public improvements by the **MUNICIPALITY**.
  - c. Backfilling of trenches and excavations associated with the construction shall be done as follows: All trenches and excavations in the surface section of existing or

proposed streets, driveways, parking areas, sidewalks, and street shoulders or within five (5) feet of the edge of such surfaces or shoulders shall be backfilled with granular backfill as specified in the standard specifications. All granular backfill shall be consolidated by thoroughly flushing the trenches and excavations or by methods approved by the **MUNICIPALITY ENGINEER**. All other trenches and excavations may be backfilled with spoil material subject to the **MUNICIPALITY ENGINEER'S** approval.

- d. The second lift and final lift of asphalt on the public right-of-ways shall be installed no sooner than one (1) year after placement of binder course pavement, and not later than three (3) years after placement of binder course pavement. The **MUNICIPALITY ENGINEER** shall provide approval prior to installation of the binder course and the final lift of asphalt. **SUBDIVIDER** shall set manholes and valve boxes to binder elevation pursuant to **MUNICIPALITY** standard specifications.

The **MUNICIPALITY** will perform normal snow and ice removal work on platted public streets after the binder course of asphalt has been installed contingent upon **SUBDIVIDER**, at **SUBDIVIDER'S** expense, setting the manholes and valve boxes to binder elevation per **MUNICIPALITY** specifications. No mounding shall be used. Prior to installation of the final lift of asphalt, all damage to the curbs, gutters and other improvements shall be repaired by the **SUBDIVIDER**. Upon placement of the final coat of asphalt, rings shall be installed for the manholes and valve boxes to bring them up to grade.

- e. The **SUBDIVIDER** shall lay #2 stone at the initial 200 feet of road at each unpaved road entrance to the **SUBDIVISION** to assist in the removal of excessive mud and debris prior to construction vehicles' egress from the site. In the event that the laying of this stone at the exits does not accomplish the removal of excessive mud and debris, then it is specifically understood and agreed to by **SUBDIVIDER** that **SUBDIVIDER** shall be responsible, at **SUBDIVIDER'S** expense, for cleaning mud and debris from the road, and the **MUNICIPALITY** may prevent ingress and egress, except as necessary to bring the road to binder condition. The **SUBDIVIDER** shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until the **MUNICIPALITY** has granted final acceptance. After final acceptance, the **MUNICIPALITY** shall make a reasonable effort to require contractor who is responsible for placing the mud, dirt, stone or debris on the street to clean up the same or to hold the subject property owner who hired the contractor responsible. The **SUBDIVIDER** and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving notice from the **MUNICIPALITY**. If said mud, dirt, stone or debris is not cleaned up after notification, the **MUNICIPALITY** may do so at the **SUBDIVIDER'S** and/or subject property owner's expense, at the option of the **MUNICIPALITY**. The **MUNICIPALITY** shall withhold the occupancy permit for any lot that, as a result of construction, creates street hazards requiring cleaning. Occupancy permits shall be withheld until the street is cleaned to the satisfaction of the **MUNICIPALITY**. The **MUNICIPALITY** shall have the additional right to prevent access to streets requiring cleaning until such cleaning is complete.
- f. Only one (1) driveway apron shall be permitted per building. In the event more than one driveway apron is constructed for a lot and/or residence, then all but one

apron shall be removed prior to the granting of an occupancy permit. This restriction to be placed upon all construction drawings and in the **SUBDIVISION** restrictions.

- g. The location of the driveway on each of the three single family lots surrounding the roundabout shall be located outside of the pedestrian cross walk and vehicular turning movements of the roundabout, as approved by **MUNICIPALITY** Public Works Director.

8. Storm Water Management Structures:

- a. The **SUBDIVIDER** shall install all storm water management facilities including related public and private storm sewers required by **MUNICIPALITY** Ordinance and the plans and specifications approved by the **MUNICIPALITY ENGINEER**.
- b. **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible electronic AutoCAD (most recent version) or portable document format approved plans of the storm water system for the **SUBDIVISION** prior to Village acceptance of dedication of the public storm water management facilities located within the road right-of-way.
- c. The **SUBDIVIDER** shall be responsible for the maintenance of all required storm water facilities located inside the **SUBDIVISION** prior to acceptance of the storm sewer facilities by the **MUNICIPALITY**. After such acceptance of the storm sewer facilities the **SUBDIVIDER** shall remain responsible for the maintenance of the storm water facilities until the creation of the **SUBDIVISION** owners' association and the assignment of the maintenance responsibilities to the owners' association. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately.
- d. No private utilities (such as and not limited to electricity, natural gas, cable television, fiber optic, telephone/cell phone, other communication facilities) shall be permitted within utility easements, unless the utility crosses the drainage easement at a ninety-degree an angle. This restriction shall be placed upon all construction drawings by **SUBDIVIDER** and the **SUBDIVISION** restrictions. (See also Article I, Paragraph F.)
- e. After the **SUBDIVIDER** has completed the installation of the storm sewer and/or sanitary sewer, the **SUBDIVIDER** shall televise the storm sewer and the sanitary sewer lines upon completion and prior to acceptance of the **IMPROVEMENTS** and **SUBDIVIDER** shall cause the lines to be cleaned if determined to be necessary by the **MUNICIPALITY**. The **SUBDIVIDER** shall cause the lines to be televised with the approval of the Village Engineer and shall provide the tape or a copy of the tape to the **MUNICIPAL ENGINEER** for the purpose of determining whether any lines need to be cleaned.
- f. In the event it is determined by the Village Engineers that ground water is within two (2) feet of basement floor elevation, then the **SUBDIVIDER** shall install a secondary storm sewer behind the curb in the affected areas and connected to the storm drainage system so as to allow lot owners to discharge sump pump water into the storm sewer.

9. Other Improvements Required:

- a. Where standards and/or specifications have not been established by the **MUNICIPALITY**, all work shall be made in accordance with established engineering practices as designated and approved by the **MUNICIPAL ENGINEER**.
- b. Streetlights shall be installed at each intersection and above each fire hydrant. Streetlights are to be decorative but down lighting. WE Energies Plan shall be provided to **MUNICIPALITY** for approval prior to installation of the streetlights. The **SUBDIVIDER** shall install Night Aura coach light fixture and smooth black fiberglass pole. On the boulevard, two light fixtures (on a single pole) shall be required at the intersections. Provided the **SUBDIVIDER** has delivered all required Letters of Credit to the **MUNICIPALITY**, building permits may be issued prior to the installation of streetlights. **SUBDIVIDER** agrees to incur and pay for all costs related to the purchase and installation of streetlights. The **SUBDIVIDER** shall order and WE Energies shall install all streetlights.
- c. **SUBDIVIDER** agrees to pay for all costs related to the purchase and installation of all street and traffic signs and traffic pavement markings. The **MUNICIPALITY** shall initially install all signs and **SUBDIVIDER** shall be responsible for any necessary reinstallations until acceptance of the streets.
- d. The **SUBDIVIDER** shall cause a minimum of one (1) tree to be planted every fifty (50) feet, between the street and the sidewalk within six (6) months after the issuance of the occupancy permit or at an earlier time as determined at the sole discretion of the **SUBDIVIDER**. The **SUBDIVIDER** shall maintain the trees for three (3) full years. The trees to be planted in the street yard shall be the type and size as set forth in the attached **EXHIBIT E** and as shown on the Landscape Plan as set forth in attached **EXHIBIT F**. All trees planted under this section shall be two- and one-half inch diameter at the height of 48 inches off the ground.
- e. The **SUBDIVIDER** shall lawfully dispose of any outbuildings or construction debris; remove all destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish in a timely manner.
- f. The **SUBDIVIDER** shall be responsible for the control of all weeds, grass and underbrush on each lot until the sale of each lot by **SUBDIVIDER**. All subsequent owners of any lot(s) shall be responsible for weed control.
- g. Pursuant to **MUNICIPAL** Specifications, driveway aprons are public improvements as they are located within the right-of-way. Developer may construct curbs continuously without any gap or break for driveway aprons, but the **LOT OWNER** shall be responsible for installing the driveway apron prior to release of the Letter of Credit. The **SUBDIVIDER** may also install all driveway aprons at the same time as the installation of streets and sidewalks. After acceptance of the street improvements, the **SUBDIVIDER** shall no longer have responsibility for driveway aprons. In the event the **SUBDIVIDER** constructs curbs continuously without gaps then the **SUBDIVIDER** shall require all lot owners to use only Village approved companies to cut the curb. When a lot is sold by the **SUBDIVIDER**, the **SUBDIVIDER** shall require the lot owner to escrow funds with the **SUBDIVIDER** to be used to install the driveway aprons according



to Village specifications. The **SUBDIVIDER**, by a recorded restriction, shall require lot owners to use a contractor approved by the **SUBDIVIDER** to install the driveway apron. The **SUBDIVIDER'S** Letter of Credit will not be released in full until the driveway openings/aprons have been completed.

**K. Subdivision Restrictions**

The **SUBDIVIDER** shall record the document containing the Chapman Farms Subdivision Restrictions for the benefit of the **MUNICIPALITY** as approved by **MUNICIPALITY**.

**L. SUBDIVIDER to Reimburse the MUNICIPALITY for Costs Sustained**

The **SUBDIVIDER** shall reimburse the **MUNICIPALITY** for its actual cost of design, inspections, testing, construction, and associated legal fees for the required public **IMPROVEMENTS**. The **MUNICIPALITY'S** costs shall be determined as follows:

- a. The cost of **MUNICIPAL** employees' time engaged in any way with the required public **IMPROVEMENTS** based on the hourly rate paid to the employee multiplied by a factor determined by the **MUNICIPALITY** representing the **MUNICIPALITY'S** cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of **MUNICIPALITY** equipment employed.
- c. The cost of mileage reimbursed to **MUNICIPAL** employees, which is attributed to the land division.
- d. The actual costs of **MUNICIPAL** materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 5% of the cost of the materials.
- e. The costs incurred by the **MUNICIPALITY** in connection with the review and approval of the final plat of subdivision as well as the cost for review and approval of other related documents including deed restrictions.
- f. All **MUNICIPALITY** consultant fees, including legal, engineering, planning and zoning, associated with the **IMPROVEMENTS** at the invoiced amount plus a one percent (1%) administrative fee.

**M. Surety**

- a. Prior to the recording of the Final Plat, the **SUBDIVIDER** agrees to furnish the **MUNICIPALITY** with surety in the form of certified checks, irrevocable Letters of Credit, or other such form as deemed acceptable by the **MUNICIPALITY** in the minimum amount of 120% of estimated costs to secure performance of this **AGREEMENT** in accordance with the **MUNICIPALITY'S** Land Division Ordinance. A contractor's performance bond or Letter of Credit shall remain in full force and effect until one (1) year after acceptance of the improvements by the **MUNICIPALITY** Village Board.
- b. As work progresses on installation of improvements constructed as part of this **AGREEMENT**, the **MUNICIPALITY** engineer, upon written request from the **SUBDIVIDER** from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction (water,

sanitary sewer, street, sidewalk, greenway or other improvements) are completed by the **SUBDIVIDER** and accepted by **MUNICIPALITY** engineer, and the **MUNICIPALITY** engineer recommends a reduction in the surety, the **MUNICIPALITY** Village Board is authorized upon submission of lien waivers by the **SUBDIVIDER'S** contractors, to reduce the amount of surety. This partial reduction in the surety does not constitute "acceptance" of the improvements.

- c. Upon acceptance by the **MUNICIPALITY** Village Board of the improvements constructed as part of this **AGREEMENT**, the **MUNICIPALITY** agrees to reduce the surety to the amount set forth in Article II, Paragraph I of this **AGREEMENT** to secure performance of the guarantee described in this **AGREEMENT**, subject to the approval of the **MUNICIPALITY** attorney.

**N. SUBDIVIDER'S Designated Project Manager**

The **SUBDIVIDER** hereby appoints *John Donovan as the Project Manager*. Said individual shall act as the **SUBDIVIDER'S** representative during the construction phase of the installation of these improvements. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number: 414-587-8081. The mailing address of **SUBDIVIDER** for this construction project shall be as follows: *Bielinski Homes, 1830 Meadow Lane, Suite A, Pewaukee, WI 53072*. In the event the Project Manager is replaced, then the **SUBDIVIDER** shall notify the **MUNICIPALITY** Zoning Administrator, Village Clerk and Village Engineer in writing within three (3) business days of the replacement.

**O. Engineer of Record**

The **MUNICIPALITY** hereby appoints *Rebecca Alonge of Ruckert-Mielke, Inc* as the Engineer for the project. Her telephone number is 262-542-5733 with mailing address of *W233 N2080 Ridgeview Parkway, Waukesha, WI 53188*.

**ARTICLE III – SUPPLEMENTAL GENERAL CONDITIONS**

**A. No Vested Rights Granted**

Except as provided by law, or as expressly provided in this **AGREEMENT**, no vested right in connection with this project shall inure to the **SUBDIVIDER**. Nor does the **MUNICIPALITY** warrant by this **AGREEMENT** that the **SUBDIVIDER** is entitled to any other approvals required.

**B. No Further Lot Division**

No lot shall be further divided, or lot lines adjusted by **SUBDIVIDER** without **MUNICIPALITY'S** approval.

**C. No Waiver**

No waiver of any provision of this **AGREEMENT** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this **AGREEMENT** be deemed a waiver of any subsequent default or defaults of the same type. The **MUNICIPALITY'S** failure to exercise any right under this **AGREEMENT** shall not constitute the approval of any wrongful act by the **SUBDIVIDER** or the acceptance of any **IMPROVEMENT**.

**D. Amendment/Modification**

This **AGREEMENT** may be amended or modified only by a written amendment approved and executed by the **MUNICIPALITY** and the **SUBDIVIDER**.

E. **Default**

A default is defined herein as the **SUBDIVIDER'S** breach of, or failure to comply with, the terms of this **AGREEMENT**. The **MUNICIPALITY** reserves to itself the right to draw on a Letter of Credit as set forth in the Letter of Credit or other surety provided hereunder in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, prohibiting the sale of lots by the **SUBDIVIDER**, stopping all construction in the approved final plat, or not issuing building permits.

F. **Entire Agreement**

This written **AGREEMENT**, and written amendments, and any referenced attachments thereto, shall constitute the entire **AGREEMENT** between the **SUBDIVIDER** and the **MUNICIPALITY**.

G. **Time**

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for **SUBDIVIDER** or **MUNICIPALITY** action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the **SUBDIVIDER** or **MUNICIPALITY** from performing its obligations under the **AGREEMENT**.

H. **Severability**

If any part, term, or provision of this **AGREEMENT** is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the **AGREEMENT**.

I. **Benefits**

The benefits of this **AGREEMENT** to the **SUBDIVIDER** are personal and shall not be assigned without the express written approval of the **MUNICIPALITY**. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this **AGREEMENT** are personal obligations of the **SUBDIVIDER** and also shall be binding on the heirs, successors, and assigns of the **SUBDIVIDER**. The **MUNICIPALITY** shall release the original **SUBDIVIDER'S** Letter of Credit if it accepts new security from any subsequent subdivider or lender who obtains the property. However, no act of the **MUNICIPALITY** shall constitute a release of the original **SUBDIVIDER** from its liability under this **AGREEMENT**.

J. **Immunity**

Nothing contained in this **AGREEMENT** constitutes a waiver of the **MUNICIPALITY'S** sovereign immunity under applicable law.

K. **Payment of Fees.** **SUBDIVIDER** shall be responsible for payment to **MUNICIPALITY** of all professional fees incurred during review, coordination and inspection of all activities related to **PROPERTY** development and installation of improvements. The fees may involve reimbursement of **MUNICIPALITY** staff time involving inspection of improvements and coordination with others to correct installation of improvements in accordance with **MUNICIPALITY** specifications.

L. **Notice**

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or transmitted via email to the emails set forth below, provided that the transmitting party retains evidence of the successful facsimile transmission or three (3) days

after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to **SUBDIVIDER:**

*John Donovan  
Bielinski Homes  
1830 Meadow Lane, Suite A,  
Pewaukee, WI 53072.  
Email: jdonovan@bielinski.com*

WITH COPIES TO:

*Tim Voeller  
Bielinski Homes  
1830 Meadow Lane, Suite A,  
Pewaukee, WI 53072.  
Email: tvoeller@bielinski.com*

If to **MUNICIPALITY:**

*Mukwonago Village Clerk  
440 River Crest Court  
Mukwonago, WI 53149  
Email: jtaubert@villageofmukwonago.com*

WITH COPIES TO:

*Rebecca Alonge, P.E.  
Ruekert-Mielke, Inc.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188  
Email: ralonge@ruekert-mielke.com*

M. **Recordation**

The **MUNICIPALITY** may record a copy of this **AGREEMENT** or Affidavit indicating the existence of this **AGREEMENT** in the Register of Deeds Office. The **SUBDIVIDER** shall pay all cost of recording.

N. **Personal Jurisdiction and Venue**

Personal jurisdiction and venue for any civil action commenced by either party to this **AGREEMENT** whether arising out of or relating to the **AGREEMENT** or Letter of Credit shall be deemed to be proper only if such action is commenced in the Circuit Court for Waukesha County. The **SUBDIVIDER** expressly waives his/her/their right to bring such action in or to remove such action or any other court whether state or federal.

O. **Impact Fees**

**SUBDIVIDER** shall pay to the Village, prior to the Village issuance of a Building Permit for a lot in the **SUBDIVISION**, all sewer, water and park impact fees for that lot.

P. **Effective Date**

This **AGREEMENT** shall be effective as of the date and year first written above.

**VILLAGE OF MUKWONAGO**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Clerk

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_ day of \_\_\_\_\_, 2019, the above-named \_\_\_\_\_,  
Village of Mukwonago President and \_\_\_\_\_, Village of Mukwonago Clerk, to me  
known to be the persons and officers who executed the foregoing instrument and acknowledged that they  
executed the same as such officers of the VILLAGE OF MUKWONAGO.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**BIELINSKI HOMES, INC.**

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

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

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_ day of \_\_\_\_\_, 2019, the above-named \_\_\_\_\_,  
Village of Mukwonago President and \_\_\_\_\_, Village of Mukwonago Clerk, to me  
known to be the persons and officers who executed the foregoing instrument and acknowledged that they  
executed the same as such officers of the VILLAGE OF MUKWONAGO.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

Approved as to Form:

---

Mark G. Blum, Village Attorney

CONFIRMATION OF TERMINATION OF  
RIGHT OF FIRST REFUSAL

DOCUMENT NO. \_\_\_\_\_

The Village of Mukwonago ("Village") was granted a conditional right of first refusal as more particularly described in that certain Covenants, conditions and restrictions contained in Resolution #1969-3 Rules and Regulations for Mukwonago Industrial Park recorded with the Waukesha County Register of Deeds on June 4, 1970, in Volume 1192, Page 527, as Document No. 761250 relating to real property situated in the County of Waukesha, State of Wisconsin, as more particularly described in Exhibit A attached hereto (the "Property").

The Village hereby acknowledges and confirms that the conditions giving rise to the right of first refusal have not been met and that the right of first refusal is terminated.

Dated and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Lynn A. Ludke  
Godfrey & Kahn, S.C.  
833 E. Michigan, Suite 1800  
Milwaukee, WI 53202

SEE EXHIBIT A

Parcel Identification Number \_\_\_\_\_

VILLAGE OF MUKWONAGO

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

By: \_\_\_\_\_  
Judith Taubert, Clerk/Treasurer

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, the above-named Fred Winchowky and Judith Taubert, as President and Clerk/Treasurer, respectively, for the Village of Mukwonago, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission: \_\_\_\_\_

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

Lot One (1) of Certified Survey Map No. 7231, part of the Southeast One-quarter (1/4) of the Northeast One-quarter of Section Twenty-six (26), and the Southwest One-quarter (1/4) of the Northwest One-quarter (1/4) of Section Twenty-five (25), in Township Five (5) North, Range Eighteen (18) East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, recorded in the Office of the Register of Deeds for Waukesha County on November 24, 1993, in Volume 61 of Certified Survey Maps, Pages 104 and 108 inclusive, as Document No. 1907830.

20354902.1



Document No. 761250

Restrictions, Conditions, and Covenants contained in a Declaration executed by Village of Mukwonago, dated July 15, 1969 and recorded on June 4, 1970 in Volume 1192 of Deeds at page 527, as Document No. 761250, providing as follows:

WHEREAS, the undersigned Village of Mukwonago, a Wisconsin municipality, is the owner of the Mukwonago Industrial Park, situated in the Village of Mukwonago, Waukesha County, Wisconsin, more particularly described as follows:

All that part of the North 1/2 of Section 25 and the North-east 1/4 of Section 26, Town 5 North, Range 18 East, Town and Village of Mukwonago, Waukesha County, Wisconsin, bounded and described as follows:

Beginning at the West 1/4 corner of Section 25; thence North 00° 18' West along the West line of said Section 25, 767.70 feet; thence North 85° 19' 30" East 1737.04 feet to a point on an old existing fence; thence North 86° 19' 30" East along said existing fence line and its extension, 895.45 feet to a point on a North-South fence; thence North 00° 24' East along said fence, 1169.74 feet to an angle point in said fence; thence continuing along said fence, North 1° 53' West, 423.06 feet to a point on the North line of Section 25; thence North 88° 05' West along said North line, 323.52 feet to the center line of S.T.H. "15"; thence South 57° 20' 30" West along said center line, 1495.16 feet to an angle point; thence continuing along said center line, South 57° 28' West, 1396.95 feet to an angle point; thence South 61° 06' West along said center line, 11.62 feet; thence South 54° 47' West along the centerline of the Milwaukee-Mukwonago Road as described in Volume 172, page 292, Waukesha County Register of Deeds office, 389.30 feet to an angle point; thence continuing along said center line, South 45° 04' West, 571.80 feet to a point on the Easterly right-of-way line of the Soo Line Railroad, said point being on a curve; thence Southerly 373.37 feet along the arc of said curve, radius of 2736.80 feet, center of which lies to the East, and a chord bearing South 1° 54' East, 373.05 feet to a fence corner; thence South 89° 40' East along an existing fence, 865.40 feet to the place of beginning, containing 75.70 acres, excluding the two following exceptions.

Excepting from the above described parcel a strip of land 60 feet in width described as follows: All that part of the West 1/2 of Section 25, Town 5 North, Range 18 East, Town of Mukwonago, Waukesha County, Wisconsin, described as follows: A 60 foot easement lying 30 feet on either side of the following described line. Commencing at a point where the West line of Section 25 intersects the Northerly line of the Wisconsin Electric Power Co. right-of-way; thence Easterly along the Northerly line of said right-of-way, 1353.9 feet to the point of beginning of the following described easement; thence North and parallel to the West line of said Section 25, 3163.0 feet; thence North 32° 05' West, 566.2 feet to a point of intersection of S.T.H. "15" and Oakland Ave., and the end of said easement.

Also excepting and reserving the Northwesterly 33 feet for right-of-way of S.T.H. "15".

WISCONSIN TITLE SERVICE COMPANY, INC.

WHEREAS, the undersigned is undertaking and intends to improve the above described lands or to cause same to be improved as an industrial park, district or area according to a general plan for the benefit of all subsequent owners of tracts within the described lands, as well as the owners of residential lots and improved property located in the general vicinity of the area;

NOW, THEREFORE, in consideration of the aforesaid and for the purpose of preserving the value of the lots and tracts contained within the subdivision as well as all lands located in the general vicinity of the described lands, the undersigned hereby declares and provides that the entire described area known as MUKWONAGO INDUSTRIAL PARK shall be subject to the following restrictions, covenants and conditions, to-wit:

1. No building, or any improvement, shall be erected, placed or altered on any building site in this subdivision until the plans for such building or improvement, including site plan, landscape plan, building plan, and specifications have been approved by the Plan Commission of the Village of Mukwonago. Said Commission shall approve or disapprove such plans with respect to conformity with these restrictions and other applicable enactments of the Village, and with respect to harmony of external design and land use as it affects property within and adjacent to the subdivision, and shall so recommend to the Village Board for final approval.

Failure of the aforesaid commission to act upon such building or improvement plans within 60 days after submission to the Mukwonago Village Clerk shall constitute an approval of such plans.

2. No part or portion of any building shall be erected, constructed or extended nearer than fifty (50) feet from the front line of any parcel in said tract. Employee parking of automobiles shall be prohibited at all times within fifty (50) feet of the front lot line of any parcel in said area. Visitor or customer parking may be allowed within the fifty (50) foot setback when approved by the Plan Commission, but not closer than ten (10) feet from the front street line.

The fifty (50) foot setback shall be entirely graded and sodded or seeded between side lot lines and from the road shoulder to the building face in a manner that will produce an acceptable lawn, excepting only such areas as may be required for driveways, visitor parking, or walks.

All driveways shall be surfaced with hot-mixed asphalt concrete or air entrained concrete from the Village street surface to the front building face. All walks shall be of Portland cement concrete, and constructed in accordance with Chapter 6 of the Municipal Code.

All such landscaping, drives and walks shall be completed at the time of issuance of the occupancy permit.

3. Each and every building erected, constructed, or extended shall have a side yard along each side lot line which shall not be less in width than twenty (20) feet. Side-yards on the street side of corner lots shall be thirty (30) feet, and the use of such area shall be in accordance with the provisions of Section 2, except that employee parking shall be permitted in this area.

The parking or storage of company owned trucks, products or equipment shall be prohibited in this area.

No part or portion of any building shall be erected, constructed or extended nearer than thirty (30) feet to any rear lot line.

4. All grass, trees and shrubbery must be kept watered in dry weather and in good appearance at all times. All grass must be cut whenever necessary. If grass is not cut, the Village of Mukwonago may serve notice, and if not complied with in two days, the Village may cut same and add this cost to the lot owner's real estate tax bill.

All weeds must be kept cut by the lot owner. If this is not done, the Village of Mukwonago may serve notice and if not complied with in two (2) days, the Village may cut same and add this cost to the lot owner's real estate tax bill.

5. The front of all buildings shall be faced with decorative masonry or other material approved by the Plan Commission. For the purpose of this restriction, standard, lightweight or cinder concrete block are not considered decorative masonry. All exterior concrete block shall be painted with a minimum of two coats of paint.

The sides and rear of all buildings shall be any material approved by the Commission.

All faces of all buildings must be kept in good repair and appearance at all times.

All buildings or structures shall be constructed with footing of reinforced concrete and shall in all cases extend below the frost-line of the adjoining grade, a minimum of four (4) feet. Masonry units used in foundation walls shall be laid in Portland cement mortar.

There shall be no poletype buildings or buildings constructed on a floating concrete slab allowed.

Where possible, main offices, display rooms, etc. shall be constructed in front of main plant. The front and sides of this portion of building shall be faced with a decorative masonry veneer or other veneer approved by the Plan Commission.

6. No building shall be so similar to or so at variance with its neighboring buildings as to constitute a depreciation to the immediate neighborhood.

7. One parking stall of no less than 160 square feet, excluding drives and approaches, shall be provided on each property for every three employees. Parking stalls shall be added on each property as required to accommodate all employees.

Variances may be granted by the Plan Commission for warehouse or similar uses upon proof that such parking restrictions are not realistic. Village streets will not be designed by the Village to provide parking.

8. All material or products stored outside buildings must be behind the building setback line from the street and must be screened from view from the street with solid fencing or screening approved by the Plan Commission. All trash must be enclosed by a fence of solid material such as will provide a suitable visual screen, and disposed

of according to Sec. 6.07 (6) of the Mukwonago Municipal Code. Minimum height of such fence will be six feet. Fence must be kept painted or have such other finish as is generally accepted for good appearance. Wire fence is not acceptable for this purpose.

9. No operation, manufacture or building use in said subdivision shall produce or effect noise, vibration, dust, gas, smoke, toxic matter or odors to an extent greater than the following maximum allowable levels:

- A. Noise - sound levels shall be measured with a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Measurements shall be made using the flat network of the sound level meter. Impulsive type noises shall be subject to the performance levels hereinafter prescribed providing that such noises shall be capable of being accurately measured with such equipment. Noises capable of being so measured for the purpose of these restrictions shall be those noises which cause rapid fluctuations of the needle of the sound level meter with a variation of no more than plus or minus two decibels. Noises incapable of being so measured, such as those of an irregular and intermittent nature, shall be controlled so as not to become a nuisance to adjacent uses.

At no point on the boundary of any individual parcel or the boundary of the area shall the sound intensity level of any individual operation or plant (other than the operation of motor vehicles or other transportation facilities) exceed the decibel levels in the designated octave bands shown in the following table:

Octave Band (Frequency, cycles per second)	Maximum permitted sound level. (decibels)	
	Along Parcel Boundaries	Along Subdivision Boundaries
0 to 75	67	73
75 to 150	62	68
150 to 300	58	64
300 to 600	52	59
600 to 1200	46	53
1200 to 2400	40	47
2400 to 4800	34	41
Above 4800	32	39

- B. Vibration - No industrial operation or activity (except those not under the direct control of the manufacturer), shall cause at any time ground transmitted vibrations in excess of the limits set forth below. Vibration (the periodic displacement, measured in inches, of earth) shall be measured at any point along the exterior boundary of the subdivision with a three component measuring instrument approved by the Village Engineer and shall be expressed as displacement in inches.

Frequency (Cycles per second)	Maximum Permitted Displacement along Area Boundaries (in inches)
0 to 10	.0003
10 to 20	.0005
20 to 30	.0002
30 to 40	.0002
40 and over	.0001

C. Smoke and Particulate Matter - The emission of smoke or particulate matter in such manner or quantity as to violate Section 17.62 of the Village Code.

Dust and other types of air pollution, borne by the wind from such sources as storage areas, yards, roads, and the like, within lot boundaries shall be kept to a minimum by appropriate landscaping, paving, oiling, fencing or acceptable means.

D. Toxic matter - No use shall, for any period of time, discharge across the boundaries or the parcel wherein it is located, toxic matter in such concentrations as to be detrimental to, or endanger the public health, safety, comfort or welfare or cause injury or damage to property or business.

E. Noxious and Odorous Matter - No activity or operation shall cause, at any time, the discharge of matter across the lot lines in such concentrations as to be noxious. The emission of odorous matter in such quantities as to be readily detectable without the use of instruments at any point along lot lines is prohibited.

10. No activities involving the storage, utilization or manufacture of materials or products which decompose by detonation shall be permitted in said area.

11. No rubbish may be burned on the premises except in an incinerator especially constructed and designed for this operation. Applicable restrictions of No. 9, above, apply to rubbish burning.

12. Sewage discharged into the sewer system shall have no deleterious effect on the normal operation of the sewer system or the disposal plant.

13. Purchaser must erect a building within one year (1) of purchase date, unless otherwise arranged by mutual agreement between the Industrial Development Commission and the purchaser. In the event this restriction is violated, the Village of Mukwonago reserves the right to repurchase the property at the price paid per acre for such land by purchaser.

The Village shall have 90 days from date of receipt of such offer to accept or reject the same, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution adopted by the Village Board of the Village of Mukwonago.

In the event of acceptance of such offer by the Village, conveyance shall be by warranty deed free and clear of all liens and/or encumbrances created by act or default of purchaser.

If the Village of Mukwonago fails to act on such offer of sale within ninety (90) days from receipt thereof, as aforesaid, or rejects said offer, purchaser may then sell said lands to any person, firm or corporation, and the Village shall have no further interests therein, except that any use of said lands by any subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions, and regulations of the Village relating to the use of said premises at the time of such sale.

14. The enforcement of the restrictions and covenants contained in this Declaration of Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Such proceedings may be commenced by the Village of Mukwonago.

15. Invalidation of any one of these covenants or restrictions contained within this Declaration of Restrictions, by Judgment or Court Order, shall in no way effect any of the other provisions hereof which shall remain in full force and effect.

16. These restrictions may be modified by the Village Board without requiring the approval or action of property owners within the area.



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REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS.  
RECORDED CH.

1979 JUN 25 AM 11:28

RESOLUTION #1979-4

REEL 364 IMAGE 163

A RESOLUTION TO AMEND RESOLUTION #1969-3 ENTITLED  
"RULES AND REGULATIONS FOR MUKWONAGO INDUSTRIAL  
PARK."

REGISTER OF DEEDS

REEL 364 PAGE 163

WHEREAS, the Village of Mukwonago is the owner of certain lands in the Village of Mukwonago known as the Mukwonago Industrial Park;

AND WHEREAS, the Village Board adopted certain rules and regulations governing the development and sale of said parts or parcels of land in said Industrial Park, the same being known as Resolution #1969-3.

AND WHEREAS, said Resolution #1969-3 has been duly recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on June 4, 1970 in Volume 1193 of Deeds at page 527, Document #761750.

AND WHEREAS, the Village Board, finds in the public interest to certain changes in the said Resolution #1969-3;

NOW THEREFORE, be it resolved that Resolution #1969-3 is hereby amended as follows:

1. The fourth paragraph of Section 2 (Page 2) is hereby repealed and recreated to read as follows:

"All such landscaping, drives and walks shall be completed within 180 days of issuance of occupancy permits."

2. The 1st sentence of Section 4 (P. 3) is hereby repealed and recreated to read:

"All grass, trees and shrubbery must be kept watered in dry weather, unless prohibited by the order of the Village Board, and in good appearance at all times."

3. The last sentence of the fourth paragraph of Section 5 is amended to substitute the word "wall" for "walk".

4. The first sentence of Section 7 is hereby repealed and recreated to read as follows: "One parking stall of no less than 180 square feet, excluding drives and approaches, shall be provided on each property for every 1,000

square feet of building space.

364 and 164

Dated and approved by the Village Board on June 19, 1979.

*Norman L. Boebel*  
VILLAGE PRESIDENT (pro tem)

ATTEST: *Lawrence J. Allen*  
LAWRENCE J. ALLEN, VILLAGE CLERK

I hereby certify that this is a true and correct copy of the Resolution adopted by the Village Board on June 19, 1979.

*Lawrence J. Allen*  
LAWRENCE J. ALLEN, VILLAGE CLERK



This instrument drafted by Village Attorney Norman L. Boebel.

*Norman L. Boebel*  
*Lot 15L*  
*Madison, Wis*

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**Judy Taubert**

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**From:** Mark G. Blum <mgblum@hrblawfirm.com>  
**Sent:** Wednesday, March 20, 2019 1:54 PM  
**To:** John Weidl  
**Cc:** Judy Taubert  
**Subject:** FW: Banker Wire; 600 Perkins Drive [GK-Active.FID2741187]  
**Attachments:** Exception 10a.PDF; Exception 10.PDF; Confirmation of Termination of Right of First Refusal.DOCX

John,

Please see the email below, as well as the attachments hereto. In reviewing the document entitled exception 10 and in particular paragraph 13, the Village retained repurchase rights in the event that the site was not developed. Since it has been, the repurchase right would be eliminated. They are looking for confirmation of that fact in the form of the confirmation of termination. I would prefer to have the Board act on that rather than our just handling this administratively. This issue will need to be on the agenda for April 3<sup>rd</sup> along with a special board meeting to deal with this in open session on that same date. Since we are in essence just acknowledging existing facts we could just sign this but given the way this is drafted Board action would appear to be more appropriate. Please advise if there are questions.

Mark

***Attorney Mark G. Blum***

Village Attorney for the Village of Mukwonago  
Law Offices of Hippenmeyer, Reilly, Blum,  
Schmitzer, Fabian & English, SC  
720 Clinton St., PO Box 766  
Waukesha, WI 53187-0766  
Phone: (262) 549-8181  
Fax: (262) 549-8191  
Email: [mgblum@hrblawfirm.com](mailto:mgblum@hrblawfirm.com)

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**From:** Ludke, Lynn <LLudke@gklaw.com>  
**Sent:** Wednesday, March 20, 2019 1:34 PM  
**To:** Mark G. Blum <mgblum@hrblawfirm.com>  
**Cc:** Dave Stout (dstout@bankerwire.com) <dstout@bankerwire.com>  
**Subject:** Banker Wire; 600 Perkins Drive [GK-Active.FID2741187]

Mark – Banker Wire is in the process of selling its Perkins Drive facility. The buyer has raised an issue with respect to the Village’s right to repurchase the property pursuant to Section 13 of the attached Exception 10. To address this, the title company is asking that we get the attached Confirmation of Termination of Right of First Refusal signed by the Village. Is this something you can assist with?

Lynn Ludke  
Attorney

  
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