

Village of Mukwonago
SPECIAL VILLAGE BOARD MEETING
Notice of Meeting and Agenda
Wednesday, April 3, 2019

Time: **Immediately following the Committee of the Whole meeting**
Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court**

1. Call to Order
2. Roll Call
3. Announcement of closed session pursuant to Wis. Stat. **19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for discussion of offer submitted by Touch Pad Electronics, review of negotiation strategy for an amendment to the Developers Agreement for Minor's Estates Phase 4 Development and discussion and possible action on proposal for sale of 32.12 acres in the tri-county business park and pursuant to Wis. Stat. **§19.85(1)(c)** (*Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility*) for an update and discussion on the performance review for the Village Administrator.
4. Comments from the Public
The purpose of this section is to allow the non-elected general public the opportunity to address the Board on any subject of concern that is not the topic of a current or previous Public Hearing before the Village Board. If you wish to be heard, the Village Board asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking must sign the Comments from the Public Appearance sign-in sheet before speaking. The sign-in sheet is available on the table located at the back of the room. The Board will only receive comments during Public Comment. The Public Comment portion of the meeting is scheduled for a total of 15 minutes in length but will end sooner if the Village President has determined that there is no one else present who still wishes to speak.
5. Consent Agenda
 - A. Approval of minutes for March 6, 2019 regular Committee of the Whole Meeting
 - B. 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
 - C. Judicial Committee
 - 1) Proclamation by the Village President to proclaim April 14th – 20th, 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

D. Public Works Committee

- 1) 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
- 2) Recommendation to the Village Board to approve the Professional Service Agreement with Wachtel Tree Science, Inc. for \$23,814.00.
- 3) 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
- 4) 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
- 5) Recommendation to the Village Board to approve the Developers Agreement for the Meadowland Townhomes subject to Village Attorney and Staff approval
- 6) 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.
- 7) Recommendation to the Village Board to approve the Developers Agreement for Chapman Farms subject to Attorney and Staff approval.

6. New Business

Discussion and Possible Action on the Following Items

A. 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.

B. Village Administrator

- 1) Recommendation to the Village Board regarding the construction review and engineering fees for the Minor's Estates Phase 4 Development

7. Convene into closed sessions pursuant to Wis. Stat. **19.85(1)(e)** (*Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session*) for discussion of offer submitted by Touch Pad Electronics, review of negotiation strategy for an amendment to the Developers Agreement for Minor's Estates Phase 4 Development and discussion and possible action on proposal for sale of 32.12 acres in the tri-county business park and pursuant to Wis. Stat. **§19.85(1)(c)** (Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility) for an update and discussion on the performance review for the Village Administrator.
8. Reconvene into open session pursuant to Wis. Stats. **§19.85(2)** for possible additional discussion and/or action concerning any matter discussed in closed session and/or any unfinished item remaining on the agenda

9. 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.

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 Northwesternly 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.

WISCONSIN TITLE SERVICE COMPANY, INC.

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 sewage 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.

WISCONSIN TITLE SERVICE COMPANY, INC.

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. Invalidity of any one of these covenants or restrictions contained within this Declaration of Restrictions, by Judgment or Court Order, shall in no way affect 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.

1096013
REGISTER'S OFFICE
WAUKESHA COUNTY, WIS.
RECORDED CH

1979 JUN 25 AM 11:28

RESOLUTION #1979-4

REEL 364 IMAGE 163

RESOLUTION TO AMEND RESOLUTION #1969-3 ENTITLED
RULES AND REGULATIONS FOR MUKWONAGO INDUSTRIAL
PARK.

REEL 364 IMAGE 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 160 square feet, excluding drives and approaches, shall be provided on each property for every 1,000

square feet of building space."

ITEM 364 WIS 164

Dated and approved by the Village Board on June 19, 1979.

Dennis A. 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
Box 15L
Madison, Wis

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 Winchowsky 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.



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Public Works
Topic:	Minor's Phase 4 Engineering Review
From:	Becca Alonge & John Weidl
Department:	Engineering
Presenter:	Becca Alonge & John Weidl
Date of Committee Action (if required):	4/3/19
Date of Village Board Action (if required):	4/17/19

Information

Subject:

Minor's Phase 4 Engineering review and inspection fees.

Background Information/Rationale: The Developer for Minor's Estates Phase 4 would like to cap engineering fees for the project in the Developers Agreement. The Developer was provided an engineering inspection estimate in November 2018 which estimated fees based on the schedule provided by the developer. This did not include engineering review fees for items such as the Developer's Agreement or any changes to the already approved Phase 4 plans. This was explained to the Developer last fall.

Construction inspection fees and design review fees are contingent on how the developer and developer's engineer manage the job. They vary by project based on complete submittals of plans and storm water items, contractors working schedule and changes during the project.

Minors Phase 4 was approved in the early 2000's their drainage must go to the same ponds via storm sewer and overland flow routes as designed or they would need every home owners' signature to amend the Storm Water Maintenance Agreement. The Developer was made aware of this in October 2018 and agreed there would be no engineering changes to the plans. In February 2019, Ruekert & Mielke received calls from Lynch & Associates who was asking to meet about the engineering plans for Minor's Phase 4. At this time R/M checked with the Village to see if an escrow was in place, which it wasn't, and directed the engineer to have the developer set up an escrow account before we could move forward.

Meanwhile work on a developer's agreement had begun, in this developer's agreement the developer included the engineering estimate provided from R/M in November 2018 as an exhibit to limit the engineering fees for the project to not exceed the construction review cost given. During the engineering review of the developer's agreement R/M questioned the need for this in the agreement and the locking of fees based on the variability of construction projects. The developer did not like this and cancelled the developer's agreement review meeting.



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Key Issues for Consideration: The Developer would like to lock engineering fees for their development, R/M does not have control over the contractor or their working hours or productivity making it hard to lock down a fee. If this job takes twice as long as expected due to low productivity by the contractor extra fees will be accrued. If there is engineering which is changed in the field during the project or new infrastructure added during the construction extra fees will be incurred. Placing a cap on the engineering review fees would mean the Village pays any additional fees for the work or infrastructure goes without inspection.

Fiscal Impact (If any): The Village could bear extra engineering and construction review costs over \$75,200.00

Requested Action by Committee/Board: Guidance on how to proceed with construction review and engineering fees for the development.

Attachments

Minor's 4 Construction Review LOE 20181121_ (003).pdf
RE: Minor's Estates Inspection Services.msg
RE: Minor's Estates Village Meeting Follow Up.msg

From: Alonge, Rebecca <ralonge@ruekert-mielke.com>
Sent: Wednesday, October 17, 2018 3:08 PM
To: John Weidl; Joe A Bukovich
Cc: 'Mike Kaerek (mikekaerek@kaerekhomes.com)'; 'WolfK@korndoeferhomes.com'; 'Dave Tanner (davidt@korndoeferhomes.com)'; Ron Bittner; David Brown; Chief Jeff Stien; Bruce Kaniewski; Village President; Diana Doherty; Bob Harley; Mark Penzkover - Village of Mukwonago (mark@endpointcorporation.com)
Subject: RE: Minor's Estates Village Meeting Follow Up

Hi All,

The Village department heads met this morning to discuss the list of items you had sent over to us. I have listed the Village's responses below.

I want to note that many of the items you are requesting to change are required per Village ordinance and the Village's standard specifications. If you would like to ask the Village Board to make an exception to the ordinance for any of the following items then you can work with John to get on the Committee of the Whole agenda.

Below are the items you asked for in your September 27th email.

1. Allowing the use of spoil backfill. The proforma includes \$215k for granular backfill. Use of spoil backfill would go a long way to overcoming the cost burden we are trying to overcome. Hopefully, the Village would consider giving us some tolerance to the "granular backfill" spec allowing us to use spoil if it's close to the spec (the tolerance would have to be defined).

Only if the material meets the state specification as outline on the Village of Mukwonago specifications.
The Village's standard specifications for backfill are as follows:

"BACKFILLING-NEW DEVELOPMENT

1. The Contractor shall dispose of surplus excavated material as directed by the Developer or his Engineer.
2. All granular backfill shall be compacted in six (6) inch lifts or thoroughly flushed, as specified under SWS 2.6.14, Flooding, of the Standard Specification. Water for flooding will be furnished by the Village at the Contractor's expense. The Contractor shall contact the Utilities Department to make arrangements for water meter. Mechanically compact trench backfill following SWS 2.6.14(b), except Contractor shall furnish and pay for compaction testing services.

Excavated Material Backfill

1. Excavated material, in accordance with SWS 8.43.5, may be used to backfill trenches except through future and existing paved or graveled surfaces, such as driveways, parking areas, shoulders, curb and gutter, sidewalks; and in future streets, or within 5 feet of such surface shall be backfilled with granular material.

Granular Backfill

1. Granular backfill, in accordance with Table 37 of SWS 8.43.4, shall be used to backfill trenches as stated above
2. Granular backfill placed within state highway right-of-ways shall conform to Section 209 of the "State Specifications".

Please provide a sieve analysis showing the spoil meets granular requirements if you wish to use it.

2. Control inspection costs. We are proposing the Village include an inspection contract with Ruekert & Mielke as part of a development agreement amendment based on Ruekert & Mielke's estimate of inspection services required.
JSW response: Becca needs a construction timeline in order to provide an estimate of inspection fees. We are willing to consider this based on an understanding that any changes to the schedule, once set, would likely result in changes to the inspection charges.
3. Partial inspections. Is the Village willing to agree to partial inspections? We would propose inspectors start 1-2 hours after the contractors start their day. This would allow the work to be inspected prior to the trenches being backfilled so they can inspect the pipe and compaction and the inspectors will not be sitting there during the equipment warm up and initial excavation each day. This should theoretically save approximately 20% of the inspection cost. As an alternate, if there is another project in the Village, the inspector could split time between both jobs each day, ultimately reducing the inspection cost.
Partial inspections are not an option. The inspection process ensures a quality product once the tax payers of the Village take ownership. The CRT is charged with ensuring quality product and proper installation, not just watching a trench get back filled. Reports are generally filled out in the AM while the contractor preps for the day's work.
4. Do not require interim inlets or only require them at dead low points. This could save \$20k to \$30k. This issue can be combined with allowing the surface course to be constructed 1 year after the binder was placed.
This decision cannot be made until plans are submitted for review and Interim inlets must be installed where required. This phase uses existing BMPs and flooding will occur as the catch basins in Minors 2 & 3 were not designed for the additional flow. Installation of the surface course by ordinance 45-144 shall remain as defined in the current Village of Mukwonago Specifications.

Sec. 45-144. - Surfacing.

After the installation of all utility and stormwater drainage improvements, the subdivider shall surface all roadways and streets proposed to be dedicated to widths in accordance with the standard specifications adopted in the "Development Requirements: Curb and Gutter, Sidewalk, Pavement, and Landscaping" (including current updates) of the Village of Mukwonago. Said surfacing shall also be done in accordance with the standard specifications adopted in the "Development Requirements: Curb and Gutter, Sidewalk, Pavement, and Landscaping" (including current updates) of the Village of Mukwonago. A copy of these standard specifications may be obtained from the village clerk or building inspector.

5. We requested the Village release building permits upon Engineer approval of improvements instead of Village Board acceptance. If this isn't allowed, then we should request the Village Engineer conduct their review of the improvements within 2 weeks after binder instead of 60 days.
This decision of acceptance by the engineer will need to be a board decision. The 2-week time limit after binder is not acceptable as the developer controls the time line for required inspections.
6. The letter of credit guarantee, after Village acceptance, should be 10% instead of 20% per State Statute. Also, I would recommend the guarantee be 14 months after binder has been placed instead of 1 year from Village Board acceptance.
We agree to this as it is laid out in WI ACT 243.
7. We are also requesting the initial letter of credit be 110% of the cost instead of 120% in the development agreement.
The Village discussed this item and would like the initial LOC amount to be for 120% of the development.
8. We requested the Village only require sidewalks on 1 side of the street instead of 2. This will save \$50k. This phase consists of a local road without a lot of traffic.

Sidewalks are required for all residential lots platted after 2000 per ordinance SEC 45-148. Section 74-1 refers to the current Village of Mukwonago Specifications. Additionally, new sidewalk is required to be 5 feet in width.

Sec. 74-3. - Sidewalk construction and repair.

(b) Developer to construct. It shall be the duty of the developer to construct sidewalks along or upon any street or highway in the village. This includes new sidewalks resulting from new residential and nonresidential development, sidewalks to connect to the existing sidewalk network, and existing sidewalks damaged during construction. The costs thereof shall be the developer's responsibility.

(c) Sidewalk requirements. Sidewalks shall be required for the following:

(1) Lots platted by subdivision or certified survey map after January 1, 2000;

Sec. 45-148. - Sidewalks.

(a) The village board will require the subdivider to construct a concrete sidewalk on both sides of all streets within the subdivision. The construction of all sidewalks shall be in accordance with the standard specifications adopted in the "Development Requirements: Curb and Gutter, Sidewalk, Pavement, and Landscaping" (including current updates) of the Village of Mukwonago. A copy of these standard specifications may be obtained from the village clerk or building inspector.

9. Both the sanitary sewer and storm sewer are required to be televised. We requested the requirement for televising the storm sewer be eliminated.

Televising of the storm sewer will be required as defined in the Village of Mukwonago Specifications. The process ensures quality and an additional guaranty of a contractors/developer's services before acceptance of the infrastructure by Village.

Sec. 45-150. - Stormwater drainage facilities.

(d) All stormwater drains and sewers shall be constructed in accordance with the standard specifications adopted in sections 401 through 415 of the "Development Requirements: Sanitary Sewer, Watermain, and Storm Sewer" (including current updates) of the Village of Mukwonago. A copy of these standard specifications may be obtained from the village clerk or building inspector.

10. The development agreement requires a landscape buffer along CTH I. We proposed the Village waive this requirement which will save \$50k. Some trees were planted when the project was initially developed and the homeowners should be allowed to determine if they want to create a buffer.

Public Works is not concerned with trees for a buffer as this may be a matter for the Village Board as it was part on the developer's agreement. It should be noted that a tree removal permit may be required if the site hold trees over eight inches in diameter that are to be removed.

Sec. 34-3. - Tree removal control.

(a) Definitions. For the purposes of this section, the following words and phrases, unless the context in which they are used clearly indicates an intent to the contrary, shall be defined as follows:

Clear cutting means the removal of all trees of greater than eight-inch diameter from a lot over a two-year period, such diameter measured on the tree at a point four feet above grade level.

Tree diameter means the diameter of a tree measured at a point on the tree four feet above grade level.

(b) Tree removal control.

(1) Purpose. The intent and purpose of this regulation is to preserve the village's character as a natural wooded community, to maintain property values by improving and preserving the aesthetic appeal of the village through tree regulation, to preserve the natural resources of the village and state, to reduce the amount of erosion in the village due to tree removal, to protect the quality of the waters of the state and the village and to protect and promote the health, safety and welfare of the people by minimizing

the amount of sediment and other pollutants carried by runoff to Phantom Lake, the Mukwonago River and the Fox River due to the erosion of land not protected by a naturally wooded environment.

(2) Clear cutting prohibited. The clear cutting of any lot within the village is prohibited except as provided in this section.

(3) Limitations. Subject to the provisions of sections 100-751 through 100-755, removal of trees of eight-inch diameter or greater shall be permitted as follows: a. In lots of one-quarter acre or less in size, up to 80 percent of such trees per lot may be removed, except in the shoreland-wetland zoning district and all floodplain zoning districts. b. In lots of more than one-quarter acre to one acre in size, up to 60 percent of such trees per lot may be removed, except in the shoreland-wetland zoning district and all floodplain zoning districts. c. In lots of more than one acre to two and one-half acres in size, up to 40 percent of such trees per lot may be removed, except in the shoreland-wetland zoning district and all floodplain zoning districts. d. In lots of more than two and one-half acres in size, up to 20 percent of such trees per lot may be removed, except in the shoreland-wetland zoning district and all floodplain zoning districts. e. In the shoreland-wetland zoning district and all floodplain zoning districts, up to ten percent of such trees per lot may be removed. f. Tree removal in excess of the percentage set forth above shall only be done upon issuance of a tree removal permit or under an exception set forth in section 34-3(b)(5).

11. Street lights are required to be installed at every hydrant and intersection. There are 9 hydrants, so there will be a minimum of 9 street lights (we can design the water so the hydrants are located at each intersection). 9 lights equates to 1 light every 2 ½ lots (because the road is double loaded). Allowing street lights to be installed every other hydrant could be cut in half saving \$20k.

Hydrant location is up to the developer provided the spacing meets the state law of 350 Feet in a residential area. Street lights will be required at all hydrants and intersections per Village ordinance 45-153 as they define hydrant location and provide illumination for fire personnel using them. Intersections are illuminated for pedestrian safety.

Sec. 45-153. - Street lamps.

The village board shall require the subdivider to install street lamps along all streets proposed to be dedicated. Such lamps shall be of a design compatible with the neighborhood and type of development proposed. Such lamps shall be placed at each street intersection and at such interior block spacing as may be required by the village engineer. A street lamp shall also be required above each fire hydrant.

12. We requested the Village eliminate the 1% administrative fee they add to the consultant fees.

JSW response: It is possible I could agree to a reduction. However, since I do not bill back for my time against the escrow account for professional services and neither does the administrative staff that handles the paperwork, processing, and other items related to the project, elimination is unlikely. Let's see what the inspection number comes back at based on your construction timeline and discuss a one-time payment for administrative fees.

Please let me know if you have any questions to the responses above.

Thanks,
Becca

Rebecca K. Alonge
Project Engineer

From: John Weidl <jweidl@villageofmukwonago.com>

Sent: Friday, September 28, 2018 11:17 AM

To: Joe A Bukovich <jbukovich@pointre.com>

Cc: 'Mike Kaerek (mikekaerek@kaerekhomes.com)' <mikekaerek@kaerekhomes.com>;

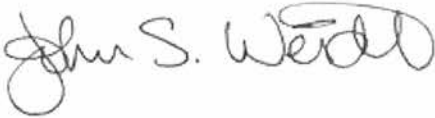
'WolfK@korndoerferhomes.com' <WolfK@korndoerferhomes.com>; 'Dave Tanner (davidt@korndoerferhomes.com)'

<davidt@korndoerferhomes.com>; Ron Bittner <rbittner@villageofmukwonago.com>; Dave Brown <dbrown@villageofmukwonago.com>; Alonge, Rebecca <ralonge@ruekert-mielke.com>; Jeff Stien <chiefstien@mukwonagofire.org>; Bruce Kaniewski <planner@villageofmukwonago.com>; Village President <president@villageofmukwonago.com>; Diana Doherty <ddoherty@villageofmukwonago.com>; Bob Harley <bharley@villageofmukwonago.com>

Subject: RE: Minor's Estates Village Meeting Follow Up

Please see my responses below.

Best, - JSW



John S. Weidl
Village Administrator/Director of Economic Development
440 River Crest Court, Mukwonago WI, 53149
O: 262-363-6420 Ext. 2100

www.linkedin.com/in/johnsweidl

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From: Joe A Bukovich [<mailto:jbukovich@pointre.com>]

Sent: Thursday, September 27, 2018 3:44 PM

To: John Weidl <jweidl@villageofmukwonago.com>

Cc: 'Mike Kaerek' (mikekaerek@kaerekhomes.com)' <mikekaerek@kaerekhomes.com>;

'WolfK@korndoerferhomes.com' <WolfK@korndoerferhomes.com>; 'Dave Tanner' (davidt@korndoerferhomes.com)' <davidt@korndoerferhomes.com>

Subject: FW: Minor's Estates Village Meeting Follow Up

Dear John,

Thank you for your time meeting with us earlier today, we appreciate your help in trying to bring development to Mukwonago. Per your request, following is a summary of the main points we discussed for your follow up:

1. Allowing the use of spoil backfill. The proforma includes \$215k for granular backfill. Use of spoil backfill would go a long way to overcoming the cost burden we are trying to overcome. Hopefully, the Village would consider giving us some tolerance to the "granular backfill" spec allowing us to use spoil if it's close to the spec (the tolerance would have to be defined).

As Becca stated, we cannot make a commitment here until the soil is tested and she has had an opportunity to review the results and discuss with our team. However, provided the soils check out, it is something we are willing to consider.

2. Control inspection costs. We are proposing the Village include an inspection contract with Ruekert & Mielke as part of a development agreement amendment based on Ruekert & Mielke's estimate of inspection services required.

Becca needs a construction timeline in order to provide an estimate of inspection fees. We are willing to consider this based on an understanding that any changes to the schedule, once set, would likely result in changes to the inspection charges.

3. Partial inspections. Is the Village willing to agree to partial inspections? We would propose inspectors start 1-2 hours after the contractors start their day. This would allow the work to be inspected prior to the trenches being backfilled so they can inspect the pipe and compaction and the inspectors will not be sitting there during the equipment warm up and initial excavation each day. This should theoretically save approximately 20% of the inspection cost. As an alternate, if there is another project in the Village, the inspector could split time between both jobs each day, ultimately reducing the inspection cost.

Up to Becca. She is open to the idea. This would need to be incorporated into the schedule and inspection agreement.

4. Do not require interim inlets or only require them at dead low points. This could save \$20k to \$30k. This issue can be combined with allowing the surface course to be constructed 1 year after the binder was placed.

We are open to this. I have will ask our Public Works Director to talk about it with Becca.

5. We requested the Village release building permits upon Engineer approval of improvements instead of Village Board acceptance. If this isn't allowed, then we should request the Village Engineer conduct their review of the improvements within 2 weeks after binder instead of 60 days.

We will have to ask the board, but this seems likely.

6. The letter of credit guarantee, after Village acceptance, should be 10% instead of 20% per State Statute. Also, I would recommend the guarantee be 14 months after binder has been placed instead of 1 year from Village Board acceptance.

We will have to ask the board, but this seems likely.

7. We are also requesting the initial letter of credit be 110% of the cost instead of 120% in the development agreement.

I will need to talk more with Becca and our attorney about this. Possible.

8. We requested the Village only require sidewalks on 1 side of the street instead of 2. This will save \$50k. This phase consists of a local road without a lot of traffic.

I have asked our Public Works Director to look at this.

9. Both the sanitary sewer and storm sewer are required to be televised. We requested the requirement for televising the storm sewer be eliminated.

I have asked our Director of Utilities and Public Works Director to look at this.

10. The development agreement requires a landscape buffer along CTH I. We proposed the Village waive this requirement which will save \$50k. Some trees were planted when the project was initially developed and the homeowners should be allowed to determine if they want to create a buffer.

I have asked our Public Works Director to look at this.

11. Street lights are required to be installed at every hydrant and intersection. There are 9 hydrants, so there will be a minimum of 9 street lights (we can design the water so the hydrants are located at each intersection). 9 lights equates to 1 light every 2 ½ lots (because the road is double loaded). Allowing street lights to be installed every other hydrant could be cut in half saving \$20k.

I have asked our Fire Chief to look at this.

12. We requested the Village eliminate the 1% administrative fee they add to the consultant fees.

It is possible I could agree to a reduction. However, since I do not bill back for my time against the escrow account for professional services and neither does the administrative staff that handles the paperwork, processing, and other items related to the project, elimination is unlikely. Let's see what the inspection number comes back at based on your construction timeline and discuss a one-time payment for administrative fees.

We would appreciate it if you could check with the appropriate staff members regarding the issues raised above and let me know their response.

Thank you,

Joe

Joseph A. Bukovich, P.E.
Vice President Development
Point Real Estate
19000 W. Bluemound Road
Brookfield, WI 53045
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Point has moved! Please update your records with our new address:

**Village of Mukwonago
Minor's Estate Phase 4**

1	<i>Erosion Control Inspections</i>	Erosion Control Inspections and reporting (Assuming 70% growth by November with an October planting date, weather dependent, 3 hours/inspection)	This assumes any non-compliant items are remediated within 24 hours and no enforcement activities are needed as layed out in the Village Storm Water Ordinance.
2	<i>Utility Installation</i>	Sanitary Sewer Construction Review (23 days) Watermain Construction Review (20 days) Storm Sewer Construction Review (12 days) (Assuming 9 hour working days, 8hrs at normal rates, 1 hr at overtime rates and 2 hrs engineering support time per week as needed)	
3	<i>Grading and Roadway Construction</i>	Sub-grade (Assumed Proof Roll Only, 8 hr day) Base-course (Assumed Proof Roll Only, 8 hr day) Curb & Gutter (3 days) Asphalt Binder (2 days) Asphalt Surface (Assumed same as binder course) Sidewalk (4 days) (Assuming 9 hour working days, 8hrs at normal rates, 1 hr at overtime rates and 2 hrs engineering support time per week as needed)	
4	<i>Punch-list Inspections/ LOC Reductions</i>	Punch-list inspections LOC reductions (assumes 1 LOC reduction request/ month and all work requested is 100% complete)	
		Final Acceptance of Utilities and Roadway	

**** All estimated based on 2019 rates. Rates may be higher in subsequent years**

*** Two hours a week of engineering support is typical for Village Projects. If contractor requests design changes the development team must approve and submit them, which may result in additional engineering support time.

From: [Joe A Bukovich](#)
To: [Alonge, Rebecca](#)
Cc: [John Weidl; "WolfK@korndorferhomes.com"; "Mike Kaerek \(mikekaerek@kaerekhomes.com\)"; "Dave Tanner \(davidt@korndorferhomes.com\)"](#)
Subject: RE: Minor's Estates Inspection Services
Date: Friday, November 9, 2018 1:35:34 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)

Dear Becca,

Following is a schedule of the construction activities at Minor's Estates with calendar dates. Please note that the construction will be consecutive, the contractors will work 9 hours per day, 5 days per week. Also, after further discussions with the developer, we will plan to obtain approvals over the winter so we can be ready to start erosion control on April 1st. The costs are still high and we want to make sure we can deliver the lots at an affordable price, so we won't rush to get started.

March 27, 2019	Preconstruction Meeting
April 1, 2019	Start erosion control and clearing/grubbing
April 5, 2019	End erosion control and clearing/grubbing (1 rain day)
April 8, 2019	Start topsoil stripping and rough grading for utilities
May 10, 2019	End topsoil stripping and rough grading (5 rain days)
May 13, 2019	Start sanitary sewer construction
June 14, 2019	End sanitary sewer construction (2 rain days)
June 17, 2019	Start water main construction
July 19, 2019	End water main construction (2 rain days and 1 holiday)
July 22, 2019	Start storm sewer construction
August 2, 2019	Finish storm sewer construction (2 rain days)
August 9, 2019	Finish grade roads and proof roll complete
August 16, 2019	Stone base installation and proof roll complete
August 21, 2019	Start setting curb string line
August 23, 2019	Complete curb string line
August 26, 2019	Start pouring curb
August 28, 2019	Complete pouring curb
September 4, 2019	Curb backfill complete
September 6, 2019	Road base finish grading and utility adjustments complete
September 9, 2019	Start constructing binder course
September 9, 2019	Start installing gas and electric
September 10, 2019	Binder course complete
September 27, 2019	Gas and electric installation complete
October 4, 2019	Finish grading for sidewalk complete
October 8, 2019	Start pouring sidewalk
October 11, 2019	Sidewalk construction complete
October 25, 2019	Final restoration complete
September 9, 2022	Start surface course paving
September 10, 2022	Finish surface course paving

I would appreciate it if you could prepare the proposal review/inspection services by the end of next week if possible. If you have any further questions, please let me know.

Thank you,
Joe

From: Alonge, Rebecca <ralonge@ruekert-mielke.com>

Sent: Monday, November 5, 2018 3:42 PM

To: Joe A Bukovich <jbukovich@pointre.com>

Cc: John Weidl <jweidl@villageofmukwonago.com>; 'WolfK@korndorferhomes.com' <WolfK@korndorferhomes.com>; 'Mike Kaerek (mikekaerek@kaerekhomes.com)' <mikekaerek@kaerekhomes.com>; 'Dave Tanner (davidt@korndorferhomes.com)' <davidt@korndorferhomes.com>

Subject: RE: Minor's Estates Inspection Services

Hi Joe,


Thanks for your message last week. I have just gotten back into the office today after being gone for two weeks. I know you would like to get moving on everything now, but I cannot get you a what you are asking for by Thursday. For me to give you an accurate number I need a schedule of when this work will be done, whether or not it will be in consecutive days and the calendar timing. From this information I may be better able to get you what you are looking for. I will let you know, the Village department heads have discussed the inspection of the project and would like full time inspection. If you are telling me your crews will only be working 9 hour days this should not be an issue, but if crews are going to work 10-12 hours days I will need to know this in order to give you an estimate as detailed as you are asking for.

Thanks,
Becca

Rebecca K. Alonge
Project Engineer



 262-953-3046

 414-828-7376

 ralonge@ruekert-mielke.com

 ruekertmielke.com

 assetally.com





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From: Joe A Bukovich <jbukovich@pointre.com>

Sent: Thursday, November 1, 2018 10:56 AM

To: Alonge, Rebecca <ralonge@ruekert-mielke.com>

Cc: John Weidl <jweidl@villageofmukwonago.com>; 'WolfK@korndoerferhomes.com' <WolfK@korndoerferhomes.com>; 'Mike Kaerek' (mikekaerek@kaerekhomes.com)' <mikekaerek@kaerekhomes.com>; 'Dave Tanner' (davidt@korndoerferhomes.com)' <davidt@korndoerferhomes.com>

Subject: FW: Minor's Estates Inspection Services

Good Morning Becca,

As a follow up to previous e-mails and discussions, we would like to establish a firm contract for the construction inspection services at Minor's Estates during the due diligence period so there aren't any surprises at the end of the project. To reiterate, in order to take the risk and move forward with the project, it is critically important to know all costs prior to starting the project and to keep those costs within the budget.

Following is a timeline of how long it will take to construct the various portions of the project that are inspected by the Village (each day is 9 hours):

1. Erosion Control – assume the initial land disturbance for utility construction will occur in January and final restoration will occur by June 30th.
2. Sanitary Sewer – 23 days
3. Water Main – 22 Days
4. Storm Sewer – 9 Days
5. Proofroll – 2 times
6. Curb – 3 days
7. Sidewalk – 4 days
8. Binder course -2 days
9. Surface course -2 days
10. Construction plan review – provide an hourly cost

I would appreciate it if you could prepare a proposal, that could ultimately be added as an exhibit to the development agreement amendment, for the review/inspection services outlined above by next Thursday, November 8th. The proposal should be time and material with not to exceed costs and be as detailed as possible. If you have any questions regarding this request, please let me know.

Thank you,
Joe

Judy Taubert

From: John Weidl
Sent: Friday, March 22, 2019 9:59 AM
To: Judy Taubert
Subject: Fwd: Minor's Estates Agenda Request
Attachments: Joe Bukovich.vcf

please add this to the Minor's inspection review agenda item I sent you the other day

Best, - JSW

John S. Weidl
Village Administrator/Director of Economic Development
440 River Crest Court/PO Box 206, 53149

O: [262-363-6420](tel:262-363-6420) Ext. 2100

www.linkedin.com/in/johnsweidl

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----- Original message -----

From: Joe A Bukovich <jbukovich@pointre.com>

Date: 3/22/19 9:34 AM (GMT-06:00)

To: John Weidl <jweidl@villageofmukwonago.com>

Cc: 'Wolf Korndoerfer' <WolfK@korndoerferhomes.com>, 'Mike Kaerek' <mikekaerek@kaerekhomes.com>, 'Dave Tanner' <davidt@korndoerferhomes.com>

Subject: RE: Minor's Estates Agenda Request

Good Morning John,

The Developers would like to propose the following language/procedure, in regard to capping the plan and construction review costs for Minor's Estates. I would appreciate it if you could present this proposal at the 4/3/19 Committee of the Whole and Village Board meetings on April 3rd:

1. The construction review fees in R&M's letter total \$75,207. R&M will have to review some minor revisions to the construction plans and the development agreement, so add 16 hours at \$130/hr or \$2,080 for a total cost of \$77,287 that we would agree to as an initial cap.
2. For every development project, there are some unexpected issues, so we propose that the initial cap may be raised to a maximum of \$7,500 over the initial cap ("cap adjustment factor") to address any additional review/inspection costs not included in the R&M proposal without requiring the Developer and Village approval of a change order. R&M will have to provide an invoice, separate from their monthly billing, with written detail substantiating the reasons for invoicing any additional costs within the cap adjustment factor. The potential liability, including the cap adjustment factor, the Developer will agree to is \$84,787.
3. If review and inspection costs exceed the cap plus the cap adjustment factor, then R&M would have to prepare, negotiate and get a signed change order from the Village and Developer for providing additional services. The Village should consider amending their policy/ordinance/engineering contract to limit the Village payment of


review/inspection costs to the initial cap plus the cap adjustment factor, protecting them from having to pay the cost difference between the capped amount and the total R&M fees. In addition, the Village should consider how they will track the actual payments made in relation to the approved cap limit.

4. In order to avoid potential time delays negotiating a change order, the Village and Developer could agree, at any time, to execute a change order that would include costs charged against the cap adjustment factor and reset the cap adjustment factor to the original amount of \$7,500, or portion thereof included in the change order.

Please confirm whether this item will be discussed at the Committee of the Whole or Village Board meetings, or both, on Wednesday, April 3rd and that we will be able to address both bodies during discussion of this item. Also, please give me a call if you have any questions or would like to discuss this proposal. Thank you for your assistance with this request.

Thank you,
Joe

Joseph A. Bukovich, P.E.
Vice President Development
Point Real Estate
19000 W. Bluemound Road
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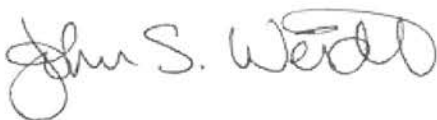
From: John Weidl <jweidl@villageofmukwonago.com>
Sent: Thursday, March 21, 2019 8:54 AM
To: Joe A Bukovich <jbukovich@pointre.com>
Subject: FW: AIRF for Minors

Joe,

Attached is what Becca provided regarding capping engineering/inspection services. I plan on going to the Village Board on April 3 for guidance. Any info you can provide on what you are specifically asking for would help.

Otherwise, I will have a general conversation based on Becca's memo to ask the Board if they have an opinion on the matter.

Best, - JSW

A handwritten signature in black ink that reads "John S. Weidl".

John S. Weidl
Village Administrator/Director of Economic Development
440 River Crest Court/PO Box 206, 53149
O: 262-363-6420 Ext. 2100
www.linkedin.com/in/johnsweidl

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From: Alonge, Rebecca <ralonge@ruekert-mielke.com>

Sent: Thursday, March 21, 2019 7:52 AM

To: John Weidl <jweidl@villageofmukwonago.com>

Subject: AIRF for Minors

John,

Here is the AIRF I typed up for Minors, you can edit it if you would like or I can add anything else you would like.

Thanks,

Becca

Rebecca K. Alonge, P.E. (WI)
Project Engineer



☎ 262-953-3046
☎ 414-828-7376
✉ ralonge@ruekert-mielke.com
🌐 ruekertmielke.com
🌐 assetally.com



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