

Village of Mukwonago  
**Notice of Meeting and Agenda**

**REGULAR VILLAGE BOARD MEETING**  
**Wednesday, October 16, 2019**

Time: **6:30 p.m.**

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

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. A Public Hearing pursuant to police power under Section 66.0703(1)(a), Wisconsin Statutes, to levy special assessments upon certain property in the Village for improvements of sanitary sewer, water main, road construction, traffic signals, and drainage improvements along Chapman Farm Development.

**5. Comments from the Public**

*The purpose of this section is to allow the non-elected general public the opportunity to address the Board on any subject of concern that is not the topic of a current or previous Public Hearing before the Village Board. If you wish to be heard, the Village Board asks that you begin by stating your name and address, speak for no more than three minutes and attempt to avoid duplication. Each person speaking must sign the Comments from the Public Appearance sign-in sheet before speaking. The sign-in sheet is available on the table located at the back of the room. The Board will only receive comments during Public Comment. The Public Comment portion of the meeting is scheduled for a total of 15 minutes in length but will end sooner if the Village President has determined that there is no one else present who still wishes to speak.*

6. Presentation from the Library Director Angela Zimmerman regarding Library Facility Study.

**7. Consent Agenda**

*All items listed are considered routine and/or have been unanimously recommended by the Committee of the Whole and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent agenda and be considered on the regular agenda.*

- A.** Minutes of the September 18, 2019 regular Village Board meeting, September 24, 2019 Special Village Board Joint Town meeting, and October 2, 2019 Special Village Board meeting.

**B. Committee/Commission Business**

Finance Committee, Trustee Vermeulen

- a) Approve Vouchers payable AP payment batches in the amount of \$350,330.52

**C. Public Works Committee, Trustee Wamser**

1. Approve the Storm Water Management Plan and approve the Storm Water Maintenance Agreement for Chapman Farms Villas.
2. Approve Task Order Amendment No. 2 for DeBack Drive Infrastructure additional design and engineering related services not to exceed \$65,825.
3. Approve Village Hall Generator Addition bid award to Hady Electric in the amount of \$86,300.



**D. Protective Services, Trustee Brill**

- a. Approve the restructure of the Village of Mukwonago Police Department command staff, beginning in 2020.

**E. Downtown Development Committee, Trustee Walsh**

- a. Approve Request for Proposals for the selection of a professional firm to provide the Village of Mukwonago with a Downtown Streetscaping & Wayfinding/Signage Design Plan, utilizing 2019 unspent budgeted funds.

**8. Other Items for Approval**

- A. Motion to approve elected official compensation for Trustees to \$400 per month and same proportionate amount for Village President, effective upon commencement of each board member term following the adoption of an Ordinance, and to direct the Village Attorney to draft appropriate Ordinance.
- B. Motion to approve the purchase of “Badger Books” an electronic pollbook integration package with the Wisconsin Election Commission, with 2019 unspent Village Hall Capital Improvement Funds not to exceed \$18,000.
- C. Motion to approve the Storm Water Management Plan dated August 5, 2019 and approve the Storm Water Maintenance Agreement for ProHealth Care.

**9. New Business**

**A. Finance Committee, Trustee Vermeulen**

- 1) Motion to approve Vouchers in the amount of \$ 667,869.25
- 2) 2018 TID #5 Audit *(this item is for information purposes only)*
- 3) Motion to approve and authorize the Village President to sign the 2019 and 2020 Engagement Letter with Baker Tilly.
- 4) Motion to approve the Election Security Subgrant Program Memorandum of Understanding between the Wisconsin Elections Commission and the Village of Mukwonago to be eligible to receive grant funds in the amount of \$1,200 for Election Security.
- 5) Motion to approve Purchase Requisition with A/C Services Inc for tube heater and Co/NO2 detector installation services at the Police Department garage in the amount of \$13,615.
- 6) Motion to approve Purchase Requisition with A/C Services Inc for tube heater installation services at the DPW garage in the amount of \$19,465.

**10. Planning Commission**

- a) **RESOLUTION 2019-044** a resolution to approve a Conditional Use Permit for an Indoor Live Performance Theater use out of an existing photography studio building, located at 114 Lake St; MUKV 1973-968; Patrick Hitt, Black Box Studio Theater Company, applicant



- b) **RESOLUTION 2019-045** a resolution to approve a Conditional Use Permit for a religious assembly use (church use) out of an existing storefront located at 305 Eagle Lake Avenue; MUKV 1974-922; Reverend Karen Scheel, Branches Church, applicant.
- c) **RESOLUTION 2019-046** a resolution to approve a Site Plan and Architectural Review of two proposed additional structures at 700 Swan Dr; MUKV 1970-998-017; Anthony Bassett, Bassett Holdings Group (Mukwonago Mini Storage), applicant.
- d) **RESOLUTION 2019-047** a resolution to approve a CSM combining four parcels into one parcel at 915 Main St; MUKV2009965001, MUKV2010977, MUKV2009965002, MUKV2010978; Mikko Erkamaa, applicant. (The Pointe Apartments)
- e) **RESOLUTION 2019-048** a resolution to approve Extraterritorial Review (outside City limits, and within 1.5 miles) of one lot Certified Survey Map to combine two adjacent properties on East side of East Shore Drive in the Town of East Troy; Tax Key No. PET 900008 and PMGH 00001
- f) **RESOLUTION 2019-049** a resolution for approval of a sign proposed for Village Property at Field Park.

#### **11. Public Works Committee, Trustee Wamser**

- A. Motion to approve the Storm Water Management Plan and Storm Water Maintenance Agreement with The Pointe Apartments Development at 915 Main Street.
- B. Motion to approve the Developer Agreement with The Pointe Apartments Development at 915 Main Street.
- C. Motion to approve Fairwinds LLC Letter of Credit #01-128-487-78 reduction to \$313,874.00 for completion of work in Fairwinds Phase 5 as recommended by the Village Engineer (Tabled on 9/18/2019)
- D. **RESOLUTION 2019-050** A resolution to approve the levy of special assessments upon certain property in the Village for improvements of sanitary sewer, water main, road construction, traffic signals, and drainage improvements along Chapman Farm Development.
- E. Development Agreement for Subdivision Improvements for the Chapman Farms Final Plat of Subdivision (First Phase) with the Chapman Villas.
- F. Motion to approve Task Order 2019-16 with Ruekert-Mielke, Inc for 2020 Well & Well Pump Improvements which include Well 4 Booster Pumps and Well 6 Rehab bidding and construction related services.
- G. Motion to approve Task Order 2019-05R with Ruekert-Mielke, Inc. for 2019 Well & Well Pump Improvements which include Well Stations No. 3, 4, and 6



**12. Judicial Committee, Trustee Walsh**

- A. Motion to approve **Ordinance Number 966** an Ordinance amending Section 70-15 (c) regarding Escrow/Reserve Accounts.

**13. Protective Services, Trustee Brill**

- A. September Police Report Presented (*no action required*)

**14. Village Administrator**

- A. Elected Officials information/attendance of internal staff and development meetings.

15. Closed session pursuant to **Wis. Stats § 19.85 (1) (g)** (*Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation*) concerning Family Promise of Waukesha County and pursuant to **Wis. Stats. § 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 negotiation with the Professional Firefighters Local 4585, and the Mukwonago Professional Police Association, and pursuant to **Wis. Stats. § 19.85(1)(c)** (*Compensation and Evaluation. Considering employment, promotion, compensation or performance evaluation data of any public employee subject to the jurisdiction or authority of governing body.*) concerning personnel discussion/evaluation matter.

16. Reconvene into open session pursuant to Wis. Stats. **§19.85(2)** for possible discussion and/or action concerning any matter discussed in closed session.

17. Discussion and possible action on the contract with Mukwonago Professional Firefighters International Association of Firefighters Local 4585

**18. Adjournment**

It is possible that members of, and possibly a quorum of, other governmental bodies 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.



VILLAGE OF MUKWONAGO NOTICE OF PUBLIC HEARING  
ON SPECIAL ASSESSMENTS FOR INSTALLATION OF IMPROVEMENTS FOR  
SANITARY SEWER, WATER MAIN, ROAD CONSTRUCTION, TRAFFIC SIGNALS  
AND DRAINAGE IMPROVEMENTS.

CHAPMAN FARM DEVELOPMENT

PLEASE TAKE NOTICE that the Village Board pursuant to its police power under Section 66.0703(1)(a), Wisconsin Statutes, to levy special assessments upon all the property shown on the attached map (and as further described in the Engineer's Final Report) for improvements of sanitary sewer, water main, road construction, traffic signals and drainage improvements. The Village Board will hold the public hearing on Wednesday, October 16, 2019, commencing at 6:30 p.m. in the Village Board room at the Village Hall, located at 440 River Crest Court, Mukwonago, Wisconsin.

Properties within the assessment district below are to be assessed:

|                |                |
|----------------|----------------|
| MUKV1962996008 | MUKV1962996007 |
| MUKV1962996006 | MUKT1962992    |
| MUKT1963997    | MUKV1962996004 |
| MUKV1962996005 | MUKV1957997002 |
| MUKT1957998    | MUKT1962988    |
| MUKV1957997002 | MUKV1957997001 |
| MUKV1962996009 |                |

The exact amount and manner of payment of the proposed assessment will be determined by the Village Board after the Public Hearing. The Village Engineer has prepared a report that provides the total cost of the improvements and recommends the schedule of proposed assessments for each property. This report may be reviewed at the Village Clerks office and/or at the Village Library during business hours.

During the Public Hearing, the Village Board will hear all interested persons or their agents or attorneys concerning the matters contained in the Preliminary Resolution and in the report of the Village Engineer. Thereafter, the amount of the assessment will be determined.

Diana Dykstra  
Village Clerk/Treasurer



**From:** Christopher J. Jaekels  
111 E. Kilbourn Avenue, Suite 1400  
Milwaukee, Wisconsin 53202

**To:** Village of Mukwonago Board  
440 River Crest Court  
Mukwonago, Wisconsin 53149

**Date:** October 10, 2019

**Re:** Special Assessment, dated September 24, 2019, of MUKV1962996-008 (Parcel No. 1), MUKT196288 (Parcel No. 10), MUKV1957997-001 (Parcel No. 11), and MUKV1962996-009 (Parcel No. 12)

Dear Village of Mukwonago Board,

We appreciate the Village Board's attention and review of the contents of this Letter, which serves as an outline of the issues we would like to discuss at the October 16, 2019 Village Board meeting.

### INTRODUCTION

This firm represents the Chapmans, and their applicable trusts (the "**Chapmans**"), who are the owners of following parcels: MUKV1962996-008 ("**Parcel 1**"), MUKT196288 ("**Parcel 10**"), MUKV1957997-001 ("**Parcel 11**"), and MUKV1962996-009 ("**Parcel 12**") (collectively, the "**Parcels**"), as depicted on the attached Exhibit A.

We were encouraged that the Village of Mukwonago (the "**Village**") issued a corrected Special Assessment Report, dated September 24, 2019. The amount set forth in the original Special Assessment Report, dated August 28, 2019, was \$653,655.21. The Village then corrected its calculations to account for the proper land divisions and issued the corrected Special Assessment Report in the amount of \$505,327.54.

The Chapmans are incorrectly being special assessed for \$505,327.54, the full amount of which should be shared by Bielinski Homes, Inc. ("**Bielinski**") and the Village and not the Chapmans.

### ANALYSIS

For the following reasons, the Chapmans' special assessment is not proper and should be withdrawn:

Phone 414.276.0200 Direct 414.225.1409 Fax 414.278.3609  
111 E. Kilbourn Avenue Suite 1400, Milwaukee, WI 53202  
cjaekels@dkaattorneys.com



1. **Original Road Assessment for Parcels 1 and 12:** The Chapmans are not responsible for the portion of the \$471,143.12 special assessment that is attributed to the part of Chapman Farm Boulevard that is currently built (the “**Original Road**”)<sup>1</sup> regarding Parcel 1 (\$197,679.66) and Parcel 12 (\$273,463.46) because the Village is contractually obligated to pay for the Original Road and the installation of utilities pursuant to the Vacant Land Offer to Purchase, dated February 11, 2015 (“**2/11/15 OTP**”) (attached as Exhibit B).

The Village agreed to pay for all costs associated with the Original Road, including the installation of utilities. First, pursuant to Lines 526-529 of the 2/11/15 OTP, “Any/All costs associated with the development of the future new road along and to said property accrue to the Buyer [(Village of Mukwonago)],” which includes the “installation of utilities.” Second, pursuant to Section 3 of the Additional Provisions to Offer to Purchase of the 2/11/15 OTP, “Buyer [(Village of Mukwonago)] agrees, at its sole expense, to construct a roadway . . .”

The Village must assume *all* costs associated with the Original Road, including the installation of utilities.

2. **Road Extension Assessment for Parcels 1 and 12:** The Chapmans are not responsible for the portion of the \$471,143.12 special assessment that is attributed to the road extension (the “**Road Extension**”) regarding Parcel 1 (\$197,679.66) and Parcel 12 (\$273,463.46) because Bielinski is obligated to build or pay for the Road Extension and the installation of utilities pursuant to the Amendment to Offer to Purchase, dated August 20, 2018, between Bielinski and the Chapmans (“**8/20/18 Amendment to OTP**”) (attached as Exhibit C) and Recapture Agreement (attached as Exhibit D).<sup>2</sup>

Bielinski agreed to pay for all costs associated with the Road Extension, including the installation of utilities. First, pursuant to the 8/20/18 Amendment to OTP, “Buyer [(Bielinski)] shall engineer and construct the 355 foot extension of Chapman Farm Boulevard . . . . The construction of said road shall include the installation of boulevards with required landscaping therein, sanitary sewer and water mains, street lights, street trees . . .” Second, pursuant to Section 3 of the Recapture Agreement, “Bielinski shall pay 100% of the Total Costs to perform the Road Extension,” which includes “construction, sanitary sewer, water and storm sewer, engineering fees, construction administration, Village of Mukwonago administration expenses . . . .”

The Village must assess *all* costs associated with the Road Extension, including the installation of utilities, directly to Bielinski.

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<sup>1</sup> The Special Assessment Report, dated September 24, 2019, does not distinguish between the portion of the Street Assessment attributed between the Original Road and the Road Extension. We request that the Village provide the breakdown of Street Assessment attributed between the Original Road and the Road Extension.

<sup>2</sup> The Chapmans are currently locating signed copies Exhibit D.



3. **Traffic Signal Assessment for Parcel 10 of \$6,764.44:** The Chapmans are not responsible for the \$6,764.44 special assessment regarding Parcel 10 related to the traffic signal because this parcel has direct access to HWY 83 and will not connect to Chapman Farm Boulevard.

In the alternative, that this parcel is assessed for a traffic signal, then the parcels to the east of HWY 83 should also be assessed, as they are identically situated with direct access to HWY 83 and no intention to connect to Chapman Farm Boulevard.

4. **Sanitary Sewer Assessment for Parcel 10 of \$13,400.18:** The Chapmans are not responsible for the \$13,400.18 special assessment regarding Parcel 10 related to the "Sanitary Sewer Oversize" because this parcel will not connect to the sanitary main, as the sanitary main travels west through Chapman Farm Boulevard and then *south* (as opposed to north where the parcel is located), as depicted on the map of the last page of the Special Assessment Report, dated September 24, 2019.

In the alternative, if this parcel is assessed for a Sanitary Sewer Oversize, then this cost should be spread amongst all 12 parcels being special assessed, and not just Parcels 9, 10, and 11.

5. **Traffic Signal for Parcel 11 of \$14,019.80:** The Chapmans are not responsible for the \$14,019.80 special assessment regarding Parcel 11 because this amount is attributed to a traffic signal assessment, since Bielinski is obligated to pay all costs associated with the Road Extension. The traffic signal assessment is a cost associated with the Road Extension. First, pursuant to the 8/20/18 Amendment to OTP, "Buyer [(Bielinski)] shall engineer and construct the 355 foot extension of Chapman Farm Boulevard . . . . The construction of said road shall include the installation of boulevards with required landscaping therein, sanitary sewer and water mains, street lights, street trees . . ." Second, pursuant to Section 3 of the Recapture Agreement, "Bielinski shall pay 100% of the Total Costs to perform the Road Extension."

## CONCLUSION

First, the Chapmans' obligations are as follows:

|   |                |
|---|----------------|
| Special Assessment, dated September 24, 2019      | \$505,327.54   |
| 1. Original Road Assessment for Parcels 1 and 12  | (\$471,143.12) |
| 2. Road Extension Assessment for Parcels 1 and 12 |                |
| 3. Traffic Signal Assessment for Parcel 10        | (\$6,764.44)   |
| 4. Sanitary Assessment for Parcel 10              | (\$13,400.18)  |
| 5. Traffic Signal for Parcel 11                   | (\$14,019.80)  |
| = Chapmans' Total Special Assessment              | \$0.00         |



Village of Mukwonago Board  
October 10, 2019  
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Second, to the extent that any special assessments remain the responsibility of Chapmans, we request that they be deferred until development or sale.

Thank you for your attention to this matter. Should you have any questions regarding this matter, please feel free to contact me at (414) 225-1409.

Very truly yours,

Davis & Kuelthau, s.c.

A handwritten signature in blue ink, appearing to read 'CJ Jaekels', with a long horizontal flourish extending to the right.

Christopher J. Jaekels

CJJ/atk

cc: Wendy Chapman (*email only: [wcwendychapman@gmail.com](mailto:wcwendychapman@gmail.com)*)  
Attorney Mark G. Blum



**EXHIBIT A**

*(See attached)*



**EXHIBIT B**

*(See attached)*



**EXHIBIT C**

*(See attached)*

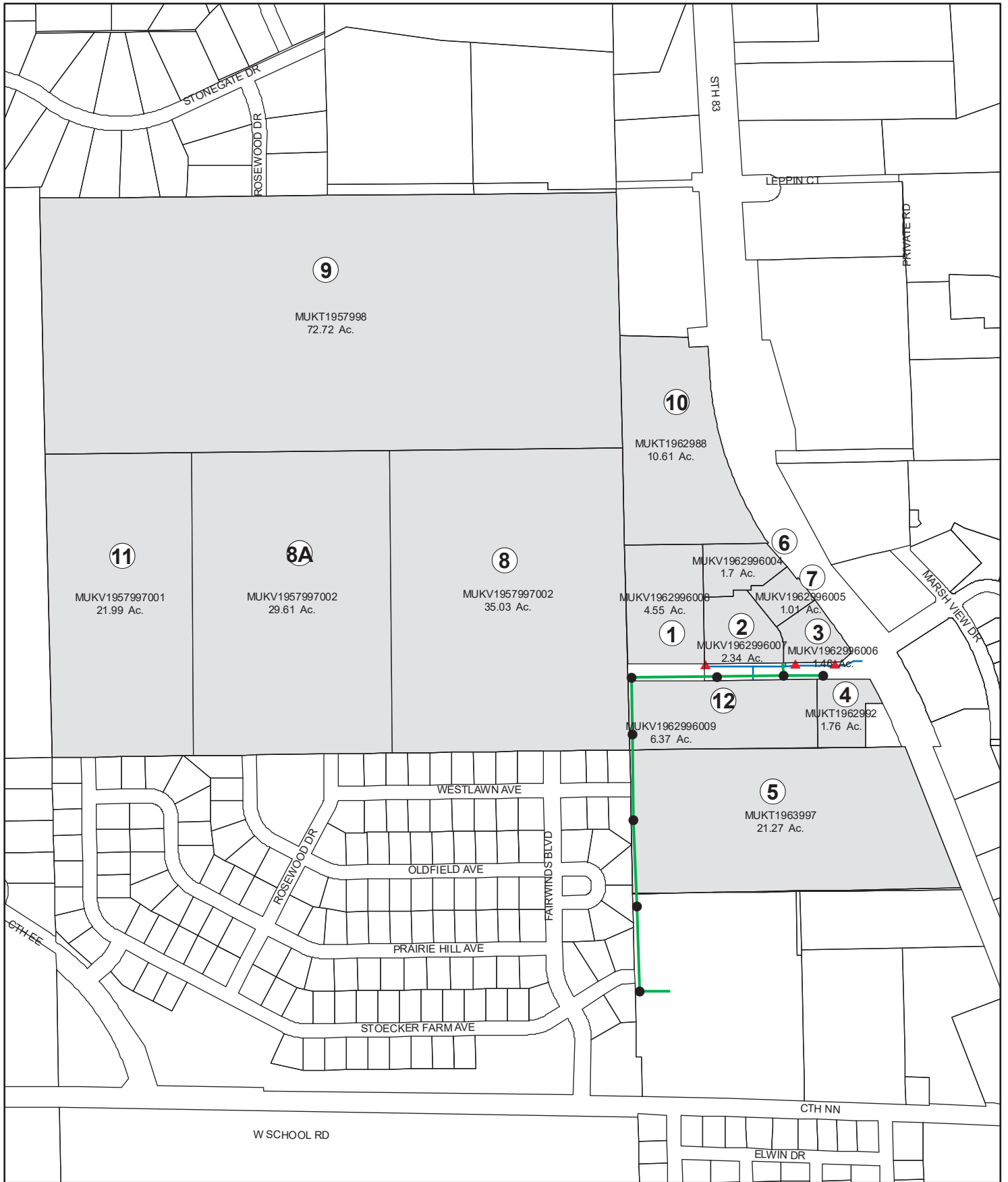


**EXHIBIT D**

*(See attached)*



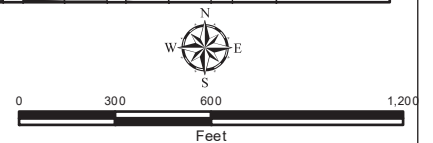
# EXHIBIT A



## Legend

- Sanitary Manhole
- ▲ Hydrant
- Sanitary Force Main
- Water Main
- Sanitary Gravity Main
- Hydrant Lead

## Special Assessment Properties Exhibit





RE/MAX Realty 100  
Page 1 of 10, WB-13

## Village of



**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated May 31, 2013, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and Seller acknowledges that the statements made in the attached VL Condition Report and Addendum to the VL Disclosure Report dated 09-22-2014 remain accurate as of the date of drafting this Offer. **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

**CLOSING** This transaction is to be closed no later than May 15, 2015 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

**CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and

**CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☒ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

**CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are n/a

Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

**n/a** **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

**CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.**

**n/a** **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.



**FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

**CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

**USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

**FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

**CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

**SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

**BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

#### **DEFINITIONS**

**■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

**■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- Government agency or court order requiring repair, alteration or correction of any existing condition.
- Land division or subdivision for which required state or local approvals were not obtained.
- A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)



## IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

**190** n/a **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
**191** \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
**192** loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
**193** amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
**194** Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
**195** also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
**196** premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
**197** fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
**198** unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
**199** monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

**201** ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
**202** ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
**203** rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
**204** year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
**205** and interest may be adjusted to reflect interest changes.

**206** If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
**207** 526-534 or in an addendum attached per line 525.

**208** ☒ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
**209** mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
**210** in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
**211** later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
**212** Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
**213** commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
**214** accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
**215** unacceptability.

**216** **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
**217** the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
**218** **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
**219** **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

**220** ☒ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
**221** Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
**222** commitment.

**223** ☒ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
**224** delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
**225** same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
**226** named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
**227** transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
**228** extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
**229** any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

**230** ☒ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
**231** in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
**232** sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
**233** written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
**234** contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
**235** and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
**236** appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

**237** n/a **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
**238** at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
**239** subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
**240** purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
**241** Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
**242** purchase price, accompanied by a written notice of termination.

**243** **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
**244** deadlines provide adequate time for performance.



**DEFINITIONS CONTINUED FROM PAGE 3**

- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.



n/a **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of:

[insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

n/a **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned \_\_\_\_\_ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

n/a **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

n/a **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **[CHECK ALL THAT APPLY]:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other:

n/a **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

n/a **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

n/a **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) **[CHECK AND COMPLETE AS APPLICABLE]:** ☐ electricity; ☐ gas; ☐ sewer; ☐ water; ☐ telephone; ☐ cable; ☐ other:

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

n/a **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other **[CHECK ALL THAT APPLY]**, and delivering written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed use described at lines 306-308.

n/a **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **[STRIKE ONE]** ("Seller providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a registered land surveyor, within 60 days of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** ("Seller's" if neither is stricken) expense. The map shall show minimum of 5 acres, maximum of 8 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and:

**[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.



**PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.

**CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.

#### **EARNEST MONEY**

**HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.

**CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

**DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to disbursement.

**LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

**DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.

**NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-5830.



**[n/a] SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines ~~[STRIKE AS APPLICABLE]~~ and all other dates and Deadlines in this Offer except: \_\_\_\_\_

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

**TITLE EVIDENCE**

**CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

**TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) ~~(Buyer's)~~ ~~[STRIKE ONE]~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

**PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 100 days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

**TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

**SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

**CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

**ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer Offers to Purchase 5 acres at \$100,000 per acre and \$50,000 for each additional acre thereafter, a total of no more than 8 acres. The additional 2-3 acres are to be dedicated for future road right of way. This Offer to Purchase is contingent upon Municipal approval of the land division per Exhibit A. All/any costs to acquire municipal approval accrue to the Buyer.



**DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If **Buyer defaults**, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If **Seller defaults**, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

**NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

**ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

**INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of those materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.**

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.

Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.



**INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of **anything deemed necessary by buyer or buyer's home inspector**

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

**CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).**

This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_ days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

**CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

**RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

☒ **ADDENDA:** The attached **Addendum A Exhibit A** is/are made part of this Offer.

**ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer acknowledges future access of property described in Exhibit A will be from the "future new road" only. Future new road to include installation of utilities. Any/All costs associated with the development of the future new road along and to said property accrue to the Buyer.

New future road to be named "Chapman Farm" (Blvd, Drive, Avenue, etc.)

This Offer was drafted by [Licensee and Firm] Barbara Slane RE/MAX Realty 100

on February 11, 2015

(x) Buyer's Signature ▲ Print Name Here ▶ Village of Mukwonago or assign Date ▲

(x) Buyer's Signature ▲ Print Name Here ▶ Fred Winchowky Date ▲

**EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

Broker (By) \_\_\_\_\_

**SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

(x) Seller's Signature ▲ Print Name Here ▶ Fern L. Chapman Date ▲

(x) Seller's Signature ▲ Print Name Here ▶ Date ▲

This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



503 **[n/a] INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
 504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
 505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
 506 an inspection of anything deemed necessary by buyer or buyer's home inspector

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
 508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow up inspections recommended in a  
 509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
 510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
 512 well as any follow-up inspection(s).

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
 514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
 517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If  
 519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
 520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and  
 521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
 522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
 523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
 524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ☒ **ADDENDA:** The attached Addendum A, Exhibit A, Addendum E is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer acknowledges future access of property  
 527 described in Exhibit A will be from the "future new road" only. Future new road to include  
 528 installation of utilities. Any/All costs associated with the development of the future new  
 529 road along and to said property accrue to the Buyer.

531 New future road to be named "Chapman Farm" (Blvd, Drive, Avenue, etc.)

535 This Offer was drafted by [Licensee and Firm] Barbara Slane RE/MAX Realty 100

536 \_\_\_\_\_ on February 11, 2015

537 (x) \_\_\_\_\_ Date 2/18/15  
 538 Buyer's Signature ▲ Print Name Here ▶ Village of Mukwonago or assign

539 (x) Fred Winchowky Date 2/18/15  
 540 Buyer's Signature ▲ Print Name Here ▶ Fred Winchowky

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (By)

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
 544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
 545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) Fern L. Chapman Date 2-17-15  
 547 Seller's Signature ▲ Print Name Here ▶ Fern L. Chapman

548 (x) \_\_\_\_\_ Date \_\_\_\_\_  
 549 Seller's Signature ▲ Print Name Here ▶

550 This Offer was presented to Seller by [Licensee and Firm] Barbara Slane RE/max Realty 100  
 551 \_\_\_\_\_ on 02-17-15 at 5:00 a.m.(p.m.)

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
 553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲









ADDENDUM A TO OFFER TO PURCHASE

1 This Addendum is made part of the Offer to Purchase dated 02/11/2015 (Offer) made by Village of Mukwonago or  
2 assign, Fred Winchowsky (Buyer) with respect to the Property at W299S8915 State Rd 83  
3 see Exhibit A, Mukwonago, WI, Wisconsin (Property).  
4 **OPTIONAL PROVISIONS** THE PROVISIONS ON LINES 7-42 AND LINES 196-208 PRECEDED BY AN OPEN BOX ( ) ARE PART OF THIS ADDENDUM IF  
5 MARKED SUCH AS WITH AN "X". THEY ARE NOT PART IF MARKED "N/A" OR LEFT BLANK (EXCEPT AS PROVIDED AT LINES 73-75)  
6 **CAUTION:** Broker recommends Buyer have the Property tested for all conditions that Buyer considers material to the transaction  
7 ☒ **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the  
8 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: All tests deemed necessary and  
9 appropriate by Buyer and/or Buyer's inspectors. (insert tests to be  
10 performed, e.g. asbestos, mold, or other substances or conditions which may affect the health of occupants or the value or structure of the Property) within  
11 days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense ("Buyer's" if neither is stricken). Testing shall be performed  
12 by a qualified independent third party. Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 43-55.  
13 ☒ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a radon test conducted by and current written report provided by a  
14 qualified independent third party consistent with applicable government or industry protocols, at (Buyer's) (Seller's) ~~STRIKE ONE~~ expense ("Buyer's" if neither is  
15 stricken). This contingency shall be deemed satisfied unless Buyer, within days ("15" if left blank) of acceptance, delivers to Seller a written notice  
16 of Buyer's objections accompanied with a copy of the written test report showing a radon level greater than the current EPA standards at the time of acceptance of  
17 the Offer. Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 43-55.  
18 ☒ **WELL WATER CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than days  
19 ("15" if left blank) prior to closing, a written report dated no earlier than 30 days prior to the date set for closing from a state-certified or other independent qualified  
20 lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water systems for safe  
21 human consumption relative to the following substances: bacteria (of the Coliform group) and  
22 (Note: if desired insert other substances that may affect the drinking water safety such as: nitrate, lead, arsenic, etc.) (Buyer) (Seller) ~~STRIKE ONE~~ ("Seller" if  
23 neither is stricken) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other  
24 Party. All water samples used for testing shall be taken by a licensed plumber or other qualified independent third party. Seller (shall) (shall not) ~~STRIKE ONE~~  
25 ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 43-55. (See DNR Web site: <http://dnr.wi.gov/topic/Wells/homeowners.html>).  
26 ☒ **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 182-185 regarding  
27 shared well agreements, see lines 76-78 regarding abandoned well(s) this Offer is contingent upon Buyer receiving no later than days ("15" if left  
28 blank) prior to closing a written report(s) dated no earlier than 30 days prior to the date set for closing from a licensed pump installer or a licensed well driller  
29 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not  
30 disapproved for current use. (Buyer) (Seller) ~~STRIKE ONE~~ ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller  
31 (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 43-55.  
32 ☒ **PRIVATE SANITARY SYSTEM/PRIVATE ON-SITE WASTEWATER TREATMENT SYSTEM (POWTS) INSPECTION CONTINGENCY:** If the Property is  
33 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than days prior to closing ("15" if left blank) a written report  
34 dated no earlier than days prior to the date set for closing ("30" if left blank) from a county code administrator, licensed master plumber, licensed  
35 master plumber restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified seepage operator or a certified soils  
36 tester, which indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller)  
37 ~~STRIKE ONE~~ ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be  
38 pumped at time of inspection at Seller's expense regardless of the strike on line 37. Seller (shall) (shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the  
39 right to cure. See Right to Cure lines 43-55.  
40 **CAUTION:** Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and  
41 county agencies. Additional inspection(s)/testing and ongoing maintenance may be required upon transfer of the Property.  
42 **RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 7, 13, 18, 27 & 33**  
43 Each contingency selected above (testing, radon, well water, well system or private sanitary system (POWTS)) shall be deemed satisfied unless Buyer, within five  
44 days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing, radon, water, well or sanitary system report(s) or 2) the deadline for delivery of said  
45 report(s), delivers to Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects or 3) the deadline for delivery of said  
46 report(s), and Seller was to provide report(s) and report(s) were not delivered, Buyer delivers to Seller a written notice to terminate. If Seller was granted the right  
47 to cure in a contingency above Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of  
48 Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the  
49 work done within three days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection  
50 report(s) and (1) Seller does not have the right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller  
51 does not timely deliver the written notice of election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may  
52 be accomplished only by repairing the current POWTS system or by replacing the current POWTS system with the same type of system which meets the  
53 applicable standard stated above, unless otherwise agreed to in writing. Cures of Defects for radon may be accomplished only by a qualified independent third  
54 party installing a radon mitigation system and Seller shall provide Buyer prior to closing, a written report dated after the Buyer's notice by a qualified independent  
55 third party showing a testing result lower than the EPA Protocol Average, unless otherwise agreed to in writing.  
56 **CODE COMPLIANCE/OCCUPANCY** Seller shall provide to Buyer, prior to closing, any Certificate of Code Compliance (does NOT include rental Certificate of  
57 Exterior Code Compliance) or Occupancy Permit as may be required by the municipality. Seller agrees to complete: ☒ **CHECK A or B** ("B" if neither is checked)  
58 ☐ A. All work orders required to obtain the above certificate of Code Compliance or Occupancy Permit.  
59 ☐ B. The total of all work orders not to exceed \$ \$400 ("400" if left blank). Buyer shall pay the balance of the costs of  
60 the work orders unless the Buyer delivers written notice to Seller of Buyer's refusal within seven (7) days of Seller's delivery of the work orders to  
61 RE/MAX Realty, 100, 14760 W. Gower Rd. Suite 540, St. Louis, MO 63043 (Phone: (314) 737-3121 Fax: (314) 794-7271 Village of Mukwonago  
Barren Stone Produced with zipForm® by npl, npl 10070 Flossmoor Road, Frank, Michigan 48030 www.npl.com



Buyer. Within three (3) days after receipt of the Buyer's written notice, Seller may deliver written notice to Buyer of Seller's election to declare the Offer null and void. If Seller does not timely deliver said notice to Buyer, Seller shall pay the balance of the total costs of the work orders.

NOTE: In six designated zones the City of Milwaukee requires Sellers to obtain a code compliance certificate for all residential units. Regardless of the municipality in which the Property is located Buyer and Seller agree to contact local municipal officials regarding their obligations under applicable code compliance/registration ordinances.

**RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires that buyers of 1 and 2 family non-owner occupied dwellings obtain a Certificate of Exterior Code Compliance. The City of Milwaukee requires buyers and sellers of residential rental properties (including owner occupied dwellings in some areas) to notify the Building Inspector of a change of ownership within fifteen (15) days of a closing. Buyer must file a Property Recording Application and pay a fee to the City. Seller must file a Seller Notification Form or provide notice by telephone at (414) 286-8568. Penalties exist for non-compliance.

**CITY LETTERS** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or outstanding special assessments and balances due for municipal utilities.

**INCLUSION OF OPTIONAL PROVISIONS** For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked "In" or stricken in their entirety, if any blank within any part of the optional provision has been filled in (by handwriting or by typing), then it shall be as if the appropriate box was also checked thus including said optional provision within the Offer.

**ABANDONED WELLS** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and provide Buyer with documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the well has been previously closed in compliance with the applicable codes in effect at the time of closure.

**AREA CONDITIONS** Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide assessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may be affected by noise or odors. Buyer is aware that major public works projects such as sewer construction or water treatment facility development have been reported in the media and may increase future real estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed Seller's and brokers' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and proposed area conditions.

**INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS** Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided in writing, no representations have been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection/test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of the Parties by a broker in the transaction, the Parties agree to hold the broker harmless for any damages or liability resulting from the inspection or test, other than that caused by the broker's negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should carefully review these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent inspector.

**PROPERTY CONDITIONS** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in drinking water, radon, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals. A number of communities report that elevated levels of radium may be present in the municipal water supply. Buyer agrees to obtain expert independent third party inspections and tests to determine if any material property conditions/defects exist on the Property. Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed. Past flooding, water leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property for unsafe mold levels. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any factors material to the Property or the transaction. Buyer acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the statements, disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or the transaction other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate agent made any statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the accuracy of any of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in this Offer.

**UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank, related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and to comply with applicable DATCP and Wisconsin Administrative Code requirements (For more visit [datcp.wisconsin.gov/consumer](http://datcp.wisconsin.gov/consumer)).

NOTE: Removal of most residential basement fuel oil tanks is not required under state law.

**SURVEY** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not been verified and broker recommends that Buyer investigate these items by obtaining a current survey.

**INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and additional promotional materials is obtained from a number of different sources and which has not been independently verified or confirmed by the various real estate brokers and agents who have been and are involved in this transaction. If any particular measurement or data element is important or material to Buyer, Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement. Further, Buyer affirmatively



represents and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase by Buyer, Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

**FLOODPLAINS/WETLANDS** Buyer is aware that the floodplain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such information is material to Buyer's decision to purchase.

**ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING PROPERTY** Municipal zoning and building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in the municipality. Buyer is informed that many properties, including those in the shoreland area, are considered legal non-conforming properties which no longer conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel, replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). If this Property is damaged or destroyed, the governing community may, in some cases, restrict or prohibit the reconstruction without a zoning or use variance. Buyer is advised to check with the applicable municipal authorities regarding existing zoning, shoreland zoning, and building restrictions, and possible comprehensive plans, if these issues are material to Buyer's decision to purchase. Buyer is encouraged to take necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection.

**SANITARY DISTRICT SEWER CONSTRUCTION** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of the sanitary district to inquire about such costs.

**ACTUAL RECEIPT DEFINITION** "Actual Receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered to the Party (NOTE: Delivery may be made by either listing or selling broker), (2) at 5:00 p.m. on the day the Party signs for delivery of the notice by (a) certified mail, return receipt requested or by (b) commercial delivery service which receives the signature of Party on delivery, or (3) at any other time the Party acknowledges in writing that they have received the notice.

#### **INSURANCE PROVISIONS**

• **Building Materials/Insurability.** News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques, building materials or homeowner's insurance and the Parties agree to consult and rely on the opinions of appropriate experts.

• **Electric Service:** Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service uses fuses or is less than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker service and may require that any tube or aluminum wiring be replaced with wiring consistent with current code.

• **Flood Insurance:** Buyer is aware that Buyer's lender may require, or in the future will require Buyer to purchase flood insurance in connection with the purchase of this Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the areas where properties are located. Those premiums are subject to change for reasons including but not limited to, law changes which may result in substantial amounts as compared with premiums previously charged for flood insurance for the Property. Buyer is encouraged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage and costs. Buyer acknowledges that premiums are likely to be required to purchase such insurance and said premiums may increase in the future. Buyer is aware that premiums previously paid for flood insurance on this Property may not be an accurate indication of premiums charged after purchase of this property.

#### **FINANCING ISSUES**

• **Financing Contingency—Additional Terms:** The financing contingency in the Offer includes the following terms:

A. Within ten (10) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing, paid the required fees for processing such application and is preapproved for financing. Said preapproval shall not be contingent upon income or credit verification and shall not be considered a commitment satisfying the financing contingency in the Offer. Seller may, no earlier than ten (10) days after acceptance, deliver a written request for copies of said confirmation and preapproval. Buyer shall deliver written evidence of said confirmation and preapproval no later than five (5) days after Seller's delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.

B. Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the stated monthly payment.

C. A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.

D. Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing. Buyer is advised to determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

NOTICE: The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.

The Parties acknowledge this requirement may result in an additional cost to be paid by Buyer, unless otherwise agreed to in writing.

**SHARED WELL AGREEMENT** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later than fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorate cost sharing for all parcels included in the Agreement. If the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.





Property Address: W299S8915 State Rd 83 see Exhibit A, Mukwonago, WI Page 4 of 4, GVAR/Add. A

**WARRANTY OF FINANCING CONTINGENCY** If Buyer waives the financing contingency making this a cash offer and, within \_\_\_\_\_ day(s) ("7" if left blank) of the delivery of the notice of the waiver of financing contingency, Buyer delivers written verification from a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close this transaction which are not contingent on the sale of Buyer's property. Seller agrees to waive Seller's rights under the financing contingency. Delivery of a loan commitment is considered written verification of sufficient funds to close if loan commitment is not contingent on the sale of Buyer's property and Buyer provides written verification confirming sufficient funds for the amount by which the sales price exceeds the amount of the loan commitment.

**FEDERAL VA AND FHA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FI or Federal VA loan, it is also contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price. Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

**FEDERAL VA MORTGAGE** (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed \_\_\_\_\_ % (0% if left blank) of the mortgage amount.

**NOTE:** Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

**STATE VA MORTGAGE** (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the loan origination fee not to exceed \_\_\_\_\_ % (0% if left blank) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

**SELLER'S CONTRIBUTION** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ \_\_\_\_\_ ("0" if left blank) to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the Offer.

**NOTE:** Buyer has been informed of the availability of a limited home warranty plan.

**HOME WARRANTY PROGRAM** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_. The cost of the warranty will be paid by the (Seller) (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling) **STRIKE ONE** broker (listing) if neither is stricken. Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan.

**ASSOCIATION FEE** Buyer acknowledges the association fee of \$ \_\_\_\_\_ ("0" if left blank) per \_\_\_\_\_.

**ADDENDUM** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

| Addendum Topic                                       | Label | Addendum Topic | Label |
|--|-------|----------------|-------|
| <input checked="" type="checkbox"/> LEAD BASED PAINT | S     |                |       |
| <input type="checkbox"/> OCCUPANCY                   | O     |                |       |
| <input type="checkbox"/> RENTAL PROPERTY             | R     |                |       |

**ADDITIONAL CONTINGENCY** This Offer is contingent upon \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ on or before \_\_\_\_\_. In the event \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 219. Should Buyer fail

to notify Seller, Buyer shall be deemed to have waived this contingency.

**ADDITIONAL PROVISIONS** Agent at Sellers request drafting this Offer on behalf of Seller to \_\_\_\_\_

Buyer. Seller acknowledges that this Offer to Sell is not an exercise of the Village's

eminent domain powers under Chapter 32 of the Wisconsin Statutes or otherwise.

Seller further acknowledges that this is an arm's length transaction entered into freely

by the Seller and Buyer.

Buyer acknowledges that the payment of a use-value conversion charge has been deferred and

payment will be the sole responsibility of the Buyer.

\_\_\_\_\_

See attached additional provisions 1,2,3,4,5,6.

\_\_\_\_\_

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\_\_\_\_\_

**CONFLICTING PROVISIONS** Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the

provisions of this Addendum shall prevail.

**READING UNDERSTANDING** By initialing below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this

Addendum, the Offer and any other documents incorporated into the Offer.

**ADDENDUM PROVISIONS** Buyer and Seller are advised that this Addendum contains provisions that may not be appropriate in all transactions. No

representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are

encouraged to consult with their own legal counsel regarding the provisions of the Offer and this Addendum.

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(X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) \_\_\_\_\_  
Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

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Property Address: W299S8915 State Rd 83 see Exhibit A, Mukwonago, WI Page 4 of 4, GVAR Add. A

**186 WAIVER OF FINANCING CONTINGENCY** If Buyer waives the financing contingency making this a cash offer and, within \_\_\_\_\_ day(s) (7" if left blank) of  
 187 the delivery of the notice of the waiver of financing contingency, Buyer delivers written verification from a financial institution or a third party in control of Buyer's  
 188 funds that Buyer has, at the time of verification, sufficient funds to close this transaction which are not contingent on the sale of Buyer's property. Seller agrees to  
 189 waive Seller's rights under the financing contingency. Delivery of a loan commitment is considered written verification of sufficient funds to close if loan  
 190 commitment is not contingent on the sale of Buyer's property and Buyer provides written verification confirming sufficient funds for the amount by which the sales  
 191 price exceeds the amount of the loan commitment.

**192 FEDERAL VA AND FHA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties executing  
 193 an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price.  
 194 Seller also agrees to pay lender at time of closing, a fax service fee not to exceed \$100.00.

**195 [n/a] FEDERAL VA MORTGAGE:** (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed \_\_\_\_\_ %  
 196 (0% if left blank) of the mortgage amount.

**197 NOTE:** Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

**198 [n/a] STATE VA MORTGAGE:** (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither is stricken) agrees to pay the loan origination fee not to exceed \_\_\_\_\_ %  
 199 (0% if left blank) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

**200 [n/a] SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ \_\_\_\_\_ (0" if left  
 201 blank) to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the Offer.

**202 NOTE:** Buyer has been informed of the availability of a limited home warranty plan.

**203 [n/a] HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year  
 204 provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_. The cost of the  
 205 warranty will be paid by the (Seller) (Buyer) **[STRIKE ONE]** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (listing) (selling)  
 206 **[STRIKE ONE]** broker ("listing" if neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under  
 207 the warranty plan.

**208 [n/a] ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ \_\_\_\_\_ ("0" if left blank) per \_\_\_\_\_.

**209 ADDENDUM:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum  
 210 Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

| Addendum Topic                                       | Label | Addendum Topic | Label |
|--|-------|----------------|-------|
| <input checked="" type="checkbox"/> LEAD-BASED PAINT | S     |                |       |
| <input type="checkbox"/> OCCUPANCY                   | O     |                |       |
| <input type="checkbox"/> RENTAL PROPERTY             | R     |                |       |

**215 ADDITIONAL CONTINGENCY:** This Offer is contingent upon \_\_\_\_\_

\_\_\_\_\_  
 216 \_\_\_\_\_  
 217 \_\_\_\_\_  
 218 \_\_\_\_\_  
 219 \_\_\_\_\_ on or before \_\_\_\_\_ in the event \_\_\_\_\_

220 \_\_\_\_\_  
 221 Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 219. Should Buyer fail  
 222 to notify Seller, Buyer shall be deemed to have waived this contingency.

**223 ADDITIONAL PROVISIONS:** Agent at Sellers request drafting this Offer on behalf of Seller to  
 224 Buyer. Seller acknowledges that this Offer to Sell is not an exercise of the Village's  
 225 eminent domain powers under Chapter 32 of the Wisconsin Statutes or otherwise.  
 226 Seller further acknowledges that this is an arm's length transaction entered into freely  
 227 by the Seller and Buyer.

**228 Buyer acknowledges that the payment of a use-value conversion charge has been deferred and  
 229 payment will be the sole responsibility of the Buyer.**

**230 See attached additional provisions 1,2,3,4,5,6.**

231 \_\_\_\_\_  
 232 \_\_\_\_\_  
 233 \_\_\_\_\_  
 234 \_\_\_\_\_  
 235 \_\_\_\_\_  
 236 \_\_\_\_\_

**237 CONFLICTING PROVISIONS:** Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the  
 238 provisions of this Addendum shall prevail.

**239 READING/UNDERSTANDING:** By initialing below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this  
 240 Addendum, the Offer and any other documents incorporated into the Offer.

**241 ADDENDUM PROVISIONS:** Buyer and Seller are advised that this Addendum contains provisions that may not be appropriate in all transactions. No  
 242 representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are  
 243 encouraged to consult with their own legal counsel regarding the provisions of the Offer and this Addendum.

244 (X) FW 2/18/2009 \_\_\_\_\_ (X) J. J. C. 2-17-2009 \_\_\_\_\_  
 245 Buyer Initials Date Buyer Initials Date Seller Initials Date Seller Initials Date

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- 1) This Offer is contingent upon Buyer, at Buyer's sole expense, obtaining a written report from an environmental consultant and geo-technical soil investigation deemed necessary by Buyer, within sixty (60) days following acceptance of this Offer for the purpose of detecting the presence of air pollutants, water pollutants, processed waste water, solid and hazardous materials or any other toxic substance or environmental condition or subsoil condition that would have a material adverse impact on Buyer's anticipated use of the property or materially increase the cost to develop the property as proposed by Buyer. Such tests may include Phase I and/or Phase II Environmental Audit of the property. In the event such Phase I and/or Phase II Environmental Audit and subsoil testing are conducted and yields results that indicate the existence of levels of environmental contamination on the property or subsoil conditions, which would have a material adverse impact on Buyer's intended use of the property or which would immaterially increase Buyer's cost to develop the property. Buyer, at Buyer's reasonable discretion, may, not later than five (5) business days following Buyer's receipt of said report, terminate this Offer in writing, in which case this Offer may be null and void and earnest money paid hereunder shall be returned forthwith to Buyer.
- 2) The parties agree that the property to be purchased shall consist of approximately eight (8) acres, as are described in the attached Map, Exhibit A. The parties agree that Buyer, at Buyer's sole expense, shall have a Certified Survey Map prepared of the property and that the parties shall mutually agree upon the bounds of that survey. Said survey shall be performed within sixty (60) days of the acceptance of this Offer, and shall be performed by a Wisconsin Certified Surveyor, showing all property lines, improvements, encroachments, access roads, easements, alleys and adjoining roadways, cross parking easements, wetlands and utility installations located therein. Such survey shall be in satisfactory form and accompanied by any required surveyor's certification sufficient to enable Buyer to obtain removal of the standard survey exception to the title policy, and to submit the Certified Survey Map to the Village of Mukwonago for its review and approval. The parties acknowledge that the Village Board of the Village Plan Commission will consider the Certified Survey Map in their reasonable discretion and according to State law and Village Ordinance, and that the Village Board's acceptance of this Offer to Sell shall not necessarily constitute acceptance of the Certified Survey Map.
- 3) Buyer agrees, at its sole expense, to construct a roadway subject to Village of Mukwonago specifications as described on and in approximately the location depicted on the attached Exhibit A. The Village agrees to commence construction of the roadway extension upon approval of this roadway connection to State Highway 83 by the State of Wisconsin Department of Transportation. Upon the approval of said roadway connection by the D.O.T., the Village will initiate construction, as soon as reasonably practicable, subject to weather conditions and subject to delays due to material shortages, strikes and the availability of materials and labor to construct the improvements and compliance with the Public Bidding Statutes.



- 4) Buyer and Seller agree that the Certified Survey Map would show concept lots in the remaining areas owned by the Seller such that a minimum of three (3) lots would be depicted south of the area to be sold to the Village, and a single lot on the lands owned by the Seller to the west of the lands to be purchased by the Village.
- 5) The Buyer acknowledges that Seller may continue to access the balance of their property by using the lands over which the proposed roadway is to be built. This shall not be considered a public way, however, until permission for the intersection connection with STH 83 is approved by the State of WI DOT. The parties acknowledge that this right of access may be limited based on construction work that may be occurring on the site from time to time. Seller agrees that they are using this access point at their own risk. Buyer agrees to grant an easement to Seller to confirm this right of access under the terms set forth herein. This easement shall expire at such time as the State permits a connection for the proposed roadway to STH 83 and said road is constructed.
- 6) Buyer acknowledges that Seller may continue to market and keep their "For Sale" sign in substantially the same location as their existing sign until such time as the public road is constructed. At that time the sign will need to be removed.



# **EXHIBIT C**

## **Amendment to Offer to Purchase**

This Amendment to Offer to Purchase ("Amendment") is made by and between Bielinski Homes, Inc. and/or assigns ("Buyer") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Seller") to that certain Vacant Land Offer to Purchase dated November 3, 2017 and accepted on November 4, 2017, as previously amended (the "Offer") for certain property consisting of approximately 64.5 acres of land located in the Village of Mukwonago, Waukesha County, Wisconsin which is also known as part of Tax Key No. MUKV1957997 ("Property") and which Offer is hereby amended as follows:

1. The purchase price of the Property shall be \$2,287,500 which is the sum of the following amounts: a) \$60,000 per acre of the Property that was rezoned to R-5, or 11 acres, b) \$35,000 per acre of the Property that is zoned R-1, or 53.5 acres, and c) \$5,000 less \$250,000.00 which represents the Seller contribution to the 355 foot extension of Chapman Farm Boulevard.
2. Section 17 of the Addendum to the Offer is hereby deleted and replaced with the following: "17. As part of Buyer's development of the Property, Buyer shall engineer and construct the 355 foot extension of Chapman Farm Boulevard as shown on **Exhibit C** attached to the Offer per Village of Mukwonago requirements ("Road Extension"). The construction of said road shall include the installation of boulevards with required landscaping therein, sanitary sewer and water mains, street lights, street trees as well as be designed to handle the storm water diversions resulting from the road itself. All other utilities and storm water plans to service the proposed lots along the Road Extension shall be installed by the individual owners/developers of such lots. Seller has discounted the purchase price by \$250,000 as its contribution to the costs for the Road Extension as Seller will benefit from such work. Buyer shall be obligated to commence construction of the Road Extension no later than 2 years from the date of closing between Buyer and Seller. If Buyer fails to commence construction of the Road Extension within 2 years of closing, Buyer shall pay Seller \$250,000 within 30 days of the date which is the 2 year anniversary of closing. "Commence construction" for the purposes of this Section shall mean that grading work for the road has begun. Buyer shall be obligated to complete the Road Extension, except for the 2d lift of asphalt which may be installed later provided that the Road Extension is usable by the general public per Village requirements, and request the dedication of the Road Extension to the Village within 3 years of the closing between Buyer and Seller. The 2d lift of asphalt shall be installed by Buyer pursuant to the developer's agreement entered into between Buyer and Village for this project. If Buyer fails to request the dedication of the Road Extension in writing by the Village before the date which is 3 years from the closing between Buyer and Seller, Buyer shall pay Seller an amount equal to \$100 per day after the date which is 3 years from the closing between Buyer and Seller until the date Buyer requests the dedication of the Road Extension in writing to the Village. Buyer's payment of such \$100 per day fee shall be made to Seller no later than 30 days after Buyer requests the dedication of the Road Extension. Any payments to be made to Seller by Buyer pursuant to this section shall be made to Seller or Seller's successors and/or



assigns as directed by Seller's Trustee, Michael A. Chapman. This section shall survive the closing of this transaction."

3. Buyer acknowledges that Seller entered into a farm lease with Wayne Manthey for the Property which included other real estate owned by Seller ("Manthey Lease"). A copy of that undated farm lease is attached hereto. At or prior to closing, Seller shall provide Buyer a copy of a written termination of the Manthey Lease as it pertains to the Property in a form acceptable to Buyer. Seller shall also, prior to or at closing, deliver to Buyer copy of the Farm Lease Agreement between Buyer and Wayne Manthey with Wayne Manthey's original signature in order to allow Wayne Manthey to farm the Property for the remainder of 2018. Further, prior to or at closing Seller shall also cause Wayne Manthey to provide Buyer with the certificate of insurance required by the Farm Lease Agreement. The rental payments for the Farm Lease Agreement shall be prorated between Buyer and Seller as provided for in said Farm Lease Agreement. Buyer will allow Wayne Manthey the opportunity to farm the Property in subsequent years subject to terms and conditions agreed to between Buyer and Wayne Manthey.
4. Section 4 of the Amendment to Offer to Purchase between Buyer and Seller dated February 7, 2018 regarding the "35' Wide Temporary Access Easement" shall be deleted in its entirety. At closing, Buyer shall grant Seller a temporary access easement in accordance with the terms of the attached "Temporary Access Easement Agreement" with only information regarding the CSM to be inserted therein at closing.
5. Except as modified herein, the Offer is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Offer, the terms and provisions of this Amendment shall control. This Amendment may be signed in two or more counterparts.
6. This Amendment shall be binding upon Buyer only if accepted by Seller on or before August 22, 2018 at 12:00 PM Central Time. Acceptance may be made in accordance with Lines 36-58 of the Offer.

**BUYER:**  
**Bielinski Homes, Inc.**

By: [Signature]  
Frank Bielinski, Vice President

8-17-2018  
Date

**SELLER:**  
**Family Trust C/U Article VII of the Roger W. Chapman**  
**and Fern L. Chapman Joint Revocable Trust**  
**dated September 21, 2005**

By: Michael A. Chapman TEF  
Michael A. Chapman, Trustee

8-20-18  
Date



Wayne Manthey Will Rent the farm  
land located in section 22 + 23 Town of  
Mukwonago from the Chapman Family Trust  
for crop year 2018

Michael A. Chapman TEE

Crop yr. 2018

Wayne Manthey agrees to pay \$60.<sup>00</sup> Acre  
95 acres total, after harvest of crop or as funds  
become available.

Michael A. Chapman

Wayne Manthey

5105-W22960 River Ave.

Big Bend, WI 53103

414-870-9336



## FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made as of August \_\_\_\_, 2018, by and between BIELINSKI HOMES, INC. (the "Landlord"), and WAYNE MANTHEY, (the "Tenant").

The Landlord and Tenant agree as follows:

1. **DEMISED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the premises known as Outlot 2 of CSM \_\_\_\_ (which is shown on the attached Exhibit A), which premises, the parties agree contain 64.5 acres of land (the "Premises"), located in Mukwonago, Wisconsin.

2. **TERM.** The term of this Lease shall commence as of August \_\_\_\_, 2018 (the "Commencement Date") and shall end on December 1, 2018, unless sooner terminated in accordance with the provisions of this Lease. Any holdover will be treated as a month-to-month tenancy with rent payable on a monthly, prorated basis.

3. **RENT.** As rent for the Premises for the Lease term, Tenant shall pay to Landlord an amount equal to \$1,451.25 and to Chapman (defined below) an amount equal to \$2,418.75 (for a total of \$3,870 which is \$60.00 per acre) and shall be paid on or before December 1, 2018. All rent payments to Landlord shall be sent to:

Bielinski Homes, Inc.  
1830 Meadow Lane, Suite A  
Pewaukee, Wisconsin 53072

All rent payments to Chapman shall be sent to Michael Chapman as the Trustee of Chapman.

4. **CONDITION OF PREMISES AT COMMENCEMENT DATE.** Tenant has examined the Premises, knows the condition thereof, **and Tenant accepts the Premises in "as-is" condition based on Tenant's inspections and investigations.** Landlord acknowledges that Tenant leased the Premises from the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Chapman"), the prior owner of the Premises, prior to the date of this Lease and that Tenant has already planted crops thereon. By signature hereto, Tenant hereby terminates the lease between Tenant and Chapman for the Premises as of the date hereof and Chapman hereby joins this Lease for the purposes of acknowledging such termination.



5. **USE.** Tenant's use of the Premises shall be limited to the planting, growing and harvesting of the following crops: corn and/or soybeans. All of Tenant's activities shall be done in conformance with all applicable laws and governmental rules and regulations. Tenant shall notify Landlord in writing of the type and approximate amounts of pesticides, fertilizers and/or other chemicals used by Tenant on the Premises, which use shall be at all times in full compliance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Premises or over such materials. Tenant shall not commit or permit the commission of any waste, damage, or nuisance on or to the Premises.

6. **SIGNS AND ALTERATIONS.** Tenant shall not, without Landlord's prior written consent, install, place or erect any signs on the Premises or make any alterations or improvements thereto.

7. **INSURANCE AND INDEMNIFICATION.** Tenant shall, at its own cost during the Lease term, maintain in full force and effect a policy of comprehensive general liability insurance with respect to the Premises, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit. Such insurance policy shall name the Landlord as an additional insured and shall be written by a company satisfactory to Landlord. Tenant shall furnish Landlord with a certificate of insurance evidencing such coverage prior to the Commencement Date which may not be cancelled without thirty (30) days written notice to Landlord. Tenant shall indemnify, defend and save the Landlord harmless against and from any and all claims, damages, liability, costs and expenses including reasonable attorneys' fees arising from Tenant's conduct, use or management of the Premises except as to claims arising solely from the intentionally wrongful acts of Landlord.

8. **DEFAULT.** If Tenant shall fail to pay the rent or any other charge due hereunder within ten (10) days after receipt of written notice thereof from Landlord, or if Tenant shall fail to satisfactorily perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Tenant which failure continues for more than thirty (30) days after Tenant's receipt of written notice thereof from Landlord, then Landlord may recover possession of and reenter the Premises and expel all persons and remove property therefrom without becoming liable to Tenant and recover all past due rent and rent to accrue during the balance of the Lease term. Landlord shall also be entitled to recover from Tenant all damages sustained by Landlord on account of Tenant's breach of this Lease, including but not limited to attorneys' fees incurred by Landlord in enforcing this Lease, and in reentering and recovering possession of the Premises. All sums due from Tenant to Landlord under this Lease which are not timely paid shall accrue interest at the rate of 18% per annum.



9. **ASSIGNMENT; SUBLETTING.** Tenant shall not assign this Lease or any right hereunder nor shall Tenant sublet the Premises or any portion thereof without prior written consent of Landlord.

10. **LANDLORD'S RIGHT TO ACCESS.** Landlord and its agents may enter the Premises at any reasonable time to inspect the condition thereof and to perform testing and investigations regarding Landlord's intended development of the Premises and surrounding real estate.

This Lease made as of the date first written above and be signed in counterparts.

LANDLORD:  
BIELINSKI HOMES, INC.

TENANT:  
WAYNE MANTHEY

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

\_\_\_\_\_  
Signature

Phone Number: (262) 542-9494

Number: (414) 870-9336

S105 W22960 River Avenue  
Big Bend, WI 53103

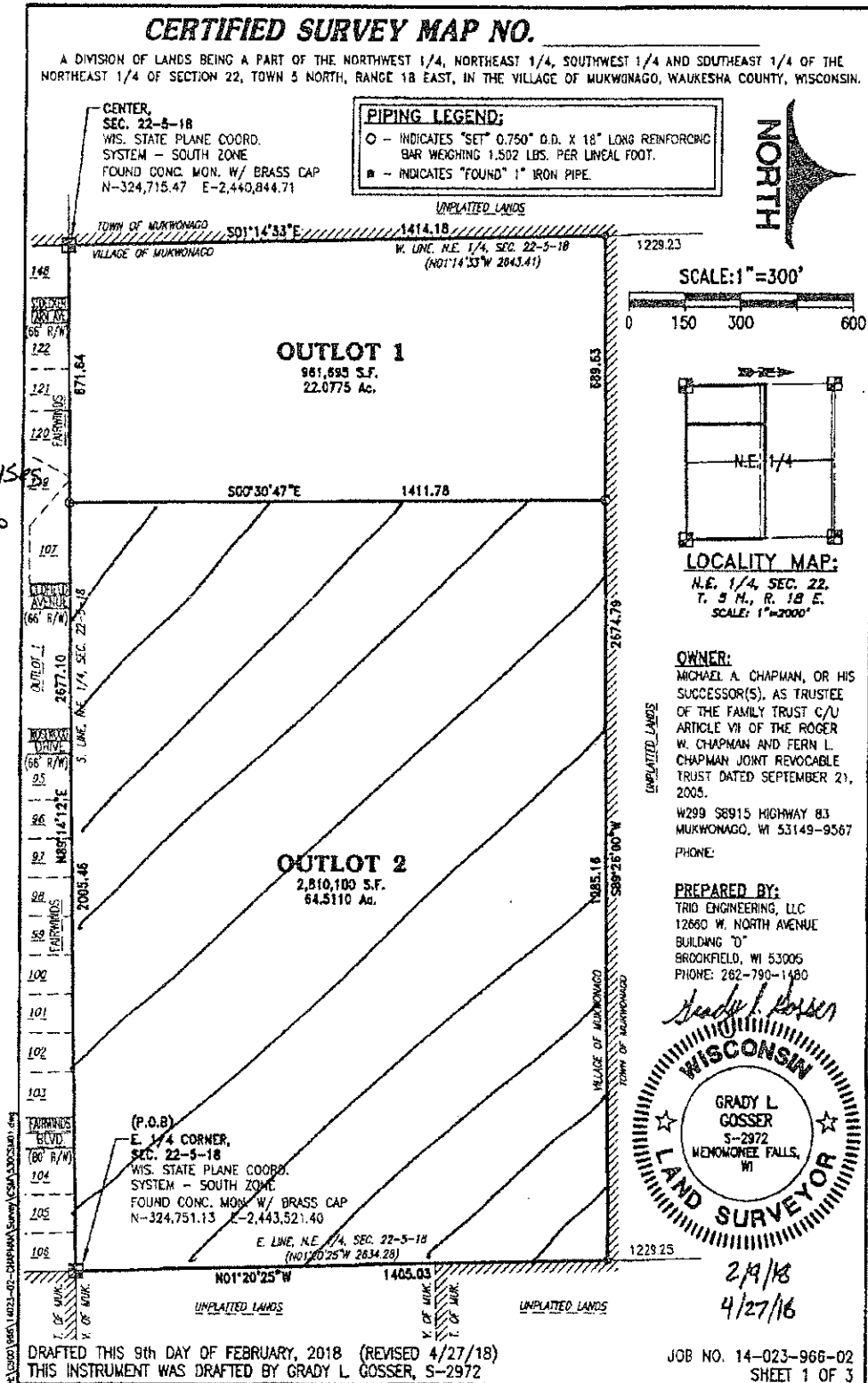
CHAPMAN:  
FAMILY TRUST C/U ARTICLE VII OF THE  
ROGER W. CHAPMAN AND FERN L. CHAPMAN  
JOINT REVOCABLE TRUST DATED  
SEPTEMBER 21, 2005

By: Michael A. Chapman TTE  
Michael A. Chapman, Trustee



# Exhibit A to Farm Lease Agreement

☐ - Premises  
subject to  
Lease





**TEMPORARY ACCESS  
EASEMENT AGREEMENT**

Document Number

Document Title

THIS TEMPORARY ACCESS EASEMENT AGREEMENT ("Agreement") is made this \_\_\_\_ day of August, 2018, by and between Bielinski Homes, Inc. ("Grantor") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Grantee").

WITNESSETH that the Grantor is the owner of certain real estate known as Outlot 2 of CSM No. \_\_\_\_, recorded as Document No. \_\_\_\_, being a part of the NW ¼, NE ¼, SW ¼, and SE ¼ of the NE ¼ of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin ("Grantor Parcel").

Grantee is the owner of certain real estate known as Outlot 1 of CSM No. \_\_\_\_, recorded as Document No. \_\_\_\_, being a part of the NW ¼, NE ¼, SW ¼, and SE ¼ of the NE ¼ of Section 22, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin ("Grantee Parcel").

Grantor for the sum of \$1.00 and other good and valuable consideration, does hereby sell, assign and convey unto Grantee, its successors and assigns provided that such successors or assigns have an ownership or beneficial interest in the Grantee Parcel, a nonexclusive easement for pedestrian and vehicular ingress and egress to access the Grantee Parcel over and across the real property known as the southernmost 35 feet of the westernmost 276 feet of the Grantor Parcel as depicted on Exhibit A attached hereto and incorporated herein ("Easement Area") The easement over the Easement Area shall be referred to herein as the "Temporary Access Easement".

The Temporary Access Easement is a temporary easement that shall run with the lands until there is public access over publicly dedicated roads to the Grantee Parcel at which time the Temporary Access Easement granted herein shall terminate.

Recording Area

Name and Return Address:

Timothy J. Voeller, Esq.  
Bielinski Homes, Inc.  
1830 Meadow Lane, Suite A  
Pewaukee, Wisconsin 53072

Tax Parcel No.



Grantee shall, at its own cost during the term of this Agreement, maintain in full force and effect a policy of comprehensive general liability insurance with respect to the Property, in an amount of not less than One Million Dollars (\$1,000,000) for a single occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate. Such insurance policy shall name Grantor as an additional insured and shall be written by a company satisfactory to Grantor. Grantee shall furnish Grantor with a certificate of insurance evidencing such coverage and such coverage may not be cancelled without thirty (30) days prior written notice to Grantor. To the fullest extent permitted by law, and notwithstanding any other contrary provision in this Agreement, Grantee fully, finally, and forever releases and discharges and further shall indemnify, defend, and hold Grantor, its officers, directors, members, employees, agents, contractors, successors, and assigns harmless from and against any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, attorneys' fees, that Grantor, Grantee, or any agent, invitee or contractor of Grantee, had, has, or may in the future have that are attributable to (1) bodily injury, sickness, emotional distress, disease, death, or any other personal injury or adverse health effects, or (2) injury to or destruction of tangible real or personal property, including loss of use thereof, arising out of, relating to, or in any way connected with the use of the Grantor Parcel by Grantee, except to the extent caused by the negligence or misconduct of Grantor or its agents or employees.

All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor, Grantee and their respective permitted successors and assigns.

This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin.

All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.



If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed effective the day and year first above written.

**GRANTOR:**  
**Bielinski Homes, Inc.**

By: \_\_\_\_\_  
Frank Bielinski, Vice President

**GRANTEE:**  
**Family Trust C/U Article VII of the**  
**Roger W. Chapman and Fern L. Chapman**  
**Joint Revocable Trust dated**  
**September 21, 2005**

By: Michael A. Chapman TEF  
Michael A. Chapman, Trustee



**ACKNOWLEDGMENTS**

STATE OF WISCONSIN       )  
                                      ) SS.  
COUNTY OF WAUKESHA     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above-named Frank Bielinski, as the Vice President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing Agreement in such capacity and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

STATE OF WISCONSIN       )  
                                      ) SS.  
COUNTY OF WAUKESHA     )

Personally came before me this 20<sup>th</sup> day of August, 2018, the above-named Michael A. Chapman, as the Trustee of Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005, to me known to be the person who executed the foregoing Agreement in such capacity and acknowledged the same.

Kayla Galan  
Kayla Galan  
Notary Public, State of Wisconsin  
My commission: 10/23/2020

This Agreement was drafted by  
Timothy J. Voelker  
Bielinski Homes, Inc.

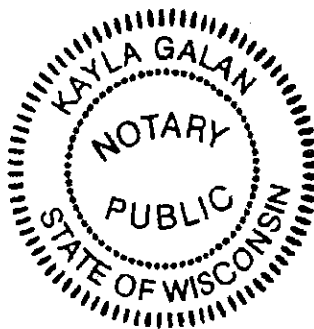




Exhibit A

# **CERTIFIED SURVEY MAP NO.**

A DIVISION OF LANDS BEING A 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.

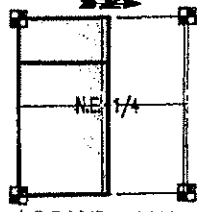
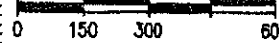
CENTER,  
SEC. 22-S-18  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FOUND CONC. MON. W/ BRASS CAP  
N-324,715.47 E-2,440,844.71

## **PIPING LEGEND:**

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1" IRON PIPE.

**NORTH**

SCALE: 1"=300'



**LOCALITY MAP:**  
N.E. 1/4, SEC. 22,  
T. 5 N., R. 18 E.  
SCALE: 1"=2000'

**OWNER:**  
MICHAEL A. CHAPMAN, OR HIS  
SUCCESSOR(S), AS TRUSTEE  
OF THE FAMILY TRUST C/U  
ARTICLE VII OF THE ROGER  
W. CHAPMAN AND FERN L.  
CHAPMAN JOINT REVOCABLE  
TRUST DATED SEPTEMBER 21,  
2005.  
W299 SB915 HIGHWAY 83  
MUKWONAGO, WI 53149-9567  
PHONE:

**PREPARED BY:**  
TRIO ENGINEERING, LLC  
12666 W. NORTH AVENUE  
BUILDING "D"  
BROOKFIELD, WI 53005  
PHONE: 262-780-1480

*Grady L. Gosser*



2/9/18  
4/27/18

**OUTLOT 1**  
881,885 S.F.  
22.0775 Ac.

*Grantee Parcel*

*Temporary  
EASEMENT  
Area*

**OUTLOT 2**  
2,810,100 S.F.  
64.5110 Ac.

*Grantor  
Parcel*

(P.O.B.)  
E. 1/4 CORNER,  
SEC. 22-S-18  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FOUND CONC. MON. W/ BRASS CAP  
N-324,751.13 E-2,443,521.40

E. LINE, N.E. 1/4, SEC. 22-S-18  
(N01°20'25"W 2634.28)

DRAFTED THIS 9th DAY OF FEBRUARY, 2018 (REVISED 4/27/18)  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 14-023-966-02  
SHEET 1 OF 3



### **Amendment to Offer to Purchase**

This Amendment to Offer to Purchase ("Amendment") is made by and between Bielinski Homes, Inc. and/or assigns ("Buyer") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Seller") to that certain Vacant Land Offer to Purchase dated November 3, 2017 and accepted on November 4, 2017, as previously amended (the "Offer") for certain property consisting of approximately 64.5 acres of land located in the Village of Mukwonago, Waukesha County, Wisconsin which is also known as part of Tax Key No. MUKV1957997 ("Property") and which Offer is hereby amended as follows:

1. The purchase price of the Property shall be \$2,287,500 which is the sum of the following amounts: a) \$60,000 per acre of the Property that was rezoned to R-5, or 11 acres, b) \$35,000 per acre of the Property that is zoned R-1, or 53.5 acres, and c) \$5,000 less \$250,000.00 which represents the Seller contribution to the 355 foot extension of Chapman Farm Boulevard.
2. Section 17 of the Addendum to the Offer is hereby deleted and replaced with the following: "17. As part of Buyer's development of the Property, Buyer shall engineer and construct the 355 foot extension of Chapman Farm Boulevard as shown on **Exhibit C** attached to the Offer per Village of Mukwonago requirements ("Road Extension"). The construction of said road shall include the installation of boulevards with required landscaping therein, sanitary sewer and water mains, street lights, street trees as well as be designed to handle the storm water diversions resulting from the road itself. All other utilities and storm water plans to service the proposed lots along the Road Extension shall be installed by the individual owners/developers of such lots. Seller has discounted the purchase price by \$250,000 as its contribution to the costs for the Road Extension as Seller will benefit from such work. Buyer shall be obligated to commence construction of the Road Extension no later than 2 years from the date of closing between Buyer and Seller. If Buyer fails to commence construction of the Road Extension within 2 years of closing, Buyer shall pay Seller \$250,000 within 30 days of the date which is the 2 year anniversary of closing. "Commence construction" for the purposes of this Section shall mean that grading work for the road has begun. Buyer shall be obligated to complete the Road Extension, except for the 2d lift of asphalt which may be installed later provided that the Road Extension is usable by the general public per Village requirements, and request the dedication of the Road Extension to the Village within 3 years of the closing between Buyer and Seller. The 2d lift of asphalt shall be installed by Buyer pursuant to the developer's agreement entered into between Buyer and Village for this project. If Buyer fails to request the dedication of the Road Extension in writing by the Village before the date which is 3 years from the closing between Buyer and Seller, Buyer shall pay Seller an amount equal to \$100 per day after the date which is 3 years from the closing between Buyer and Seller until the date Buyer requests the dedication of the Road Extension in writing to the Village. Buyer's payment of such \$100 per day fee shall be made to Seller no later than 30 days after Buyer requests the dedication of the Road Extension. Any payments to be made to Seller by Buyer pursuant to this section shall be made to Seller or Seller's successors and/or



assigns as directed by Seller's Trustee, Michael A. Chapman. This section shall survive the closing of this transaction."

3. Buyer acknowledges that Seller entered into a farm lease with Wayne Manthey for the Property which included other real estate owned by Seller ("Manthey Lease"). A copy of that undated farm lease is attached hereto. At or prior to closing, Seller shall provide Buyer a copy of a written termination of the Manthey Lease as it pertains to the Property in a form acceptable to Buyer. Seller shall also, prior to or at closing, deliver to Buyer copy of the Farm Lease Agreement between Buyer and Wayne Manthey with Wayne Manthey's original signature in order to allow Wayne Manthey to farm the Property for the remainder of 2018. Further, prior to or at closing Seller shall also cause Wayne Manthey to provide Buyer with the certificate of insurance required by the Farm Lease Agreement. The rental payments for the Farm Lease Agreement shall be prorated between Buyer and Seller as provided for in said Farm Lease Agreement. Buyer will allow Wayne Manthey the opportunity to farm the Property in subsequent years subject to terms and conditions agreed to between Buyer and Wayne Manthey.
4. Section 4 of the Amendment to Offer to Purchase between Buyer and Seller dated February 7, 2018 regarding the "35' Wide Temporary Access Easement" shall be deleted in its entirety. At closing, Buyer shall grant Seller a temporary access easement in accordance with the terms of the attached "Temporary Access Easement Agreement" with only information regarding the CSM to be inserted therein at closing.
5. Except as modified herein, the Offer is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Offer, the terms and provisions of this Amendment shall control. This Amendment may be signed in two or more counterparts.
6. This Amendment shall be binding upon Buyer only if accepted by Seller on or before August 22, 2018 at 12:00 PM Central Time. Acceptance may be made in accordance with Lines 36-58 of the Offer.

**BUYER:**

**Bielinski Homes, Inc.**

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

Frank Bielinski, Vice President

8-17-2018

Date

**SELLER:**

**Family Trust C/U Article VII of the Roger W. Chapman  
and Fern L. Chapman Joint Revocable Trust  
dated September 21, 2005**

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

Michael A. Chapman, Trustee

Date



Wayne Manthey Will Rent the farm  
land located in section 22 & 23 Town of  
Mukwonago from the Chapman Family Trust  
for Crop year 2018

Michael A. Chapman TEE

Crop yr. 2018

Wayne Manthey agrees to pay ~~\$~~60.<sup>00</sup> Acre  
95 acres total, after harvest of crop or as funds  
become available.

Michael A. Chapman TEE

Wayne Manthey

5,105-W 22960 River Ave.  
Big Bend, WI 53103

414-870-9336



## FARM LEASE AGREEMENT

THIS FARM LEASE AGREEMENT ("Lease") is made as of August \_\_\_\_, 2018, by and between BIELINSKI HOMES, INC. (the "Landlord"), and WAYNE MANTHEY, (the "Tenant").

The Landlord and Tenant agree as follows:

1. **DEMISED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the premises known as Outlot 2 of CSM \_\_\_\_ (which is shown on the attached Exhibit A), which premises, the parties agree contain 64.5 acres of land (the "Premises"), located in Mukwonago, Wisconsin.

2. **TERM.** The term of this Lease shall commence as of August \_\_\_\_, 2018 (the "Commencement Date") and shall end on December 1, 2018, unless sooner terminated in accordance with the provisions of this Lease. Any holdover will be treated as a month-to-month tenancy with rent payable on a monthly, prorated basis.

3. **RENT.** As rent for the Premises for the Lease term, Tenant shall pay to Landlord an amount equal to \$1,451.25 and to Chapman (defined below) an amount equal to \$2,418.75 (for a total of \$3,870 which is \$60.00 per acre) and shall be paid on or before December 1, 2018. All rent payments to Landlord shall be sent to:

Bielinski Homes, Inc.  
1830 Meadow Lane, Suite A  
Pewaukee, Wisconsin 53072

All rent payments to Chapman shall be sent to Michael Chapman as the Trustee of Chapman.

4. **CONDITION OF PREMISES AT COMMENCEMENT DATE.** Tenant has examined the Premises, knows the condition thereof, **and Tenant accepts the Premises in "as-is" condition based on Tenant's inspections and investigations.** Landlord acknowledges that Tenant leased the Premises from the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Chapman"), the prior owner of the Premises, prior to the date of this Lease and that Tenant has already planted crops thereon. By signature hereto, Tenant hereby terminates the lease between Tenant and Chapman for the Premises as of the date hereof and Chapman hereby joins this Lease for the purposes of acknowledging such termination.



5. **USE.** Tenant's use of the Premises shall be limited to the planting, growing and harvesting of the following crops: corn and/or soybeans. All of Tenant's activities shall be done in conformance with all applicable laws and governmental rules and regulations. Tenant shall notify Landlord in writing of the type and approximate amounts of pesticides, fertilizers and/or other chemicals used by Tenant on the Premises, which use shall be at all times in full compliance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Premises or over such materials. Tenant shall not commit or permit the commission of any waste, damage, or nuisance on or to the Premises.

6. **SIGNS AND ALTERATIONS.** Tenant shall not, without Landlord's prior written consent, install, place or erect any signs on the Premises or make any alterations or improvements thereto.

7. **INSURANCE AND INDEMNIFICATION.** Tenant shall, at its own cost during the Lease term, maintain in full force and effect a policy of comprehensive general liability insurance with respect to the Premises, in an amount of not less than One Million Dollars (\$1,000,000) combined single limit. Such insurance policy shall name the Landlord as an additional insured and shall be written by a company satisfactory to Landlord. Tenant shall furnish Landlord with a certificate of insurance evidencing such coverage prior to the Commencement Date which may not be cancelled without thirty (30) days written notice to Landlord. Tenant shall indemnify, defend and save the Landlord harmless against and from any and all claims, damages, liability, costs and expenses including reasonable attorneys' fees arising from Tenant's conduct, use or management of the Premises except as to claims arising solely from the intentionally wrongful acts of Landlord.

8. **DEFAULT.** If Tenant shall fail to pay the rent or any other charge due hereunder within ten (10) days after receipt of written notice thereof from Landlord, or if Tenant shall fail to satisfactorily perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Tenant which failure continues for more than thirty (30) days after Tenant's receipt of written notice thereof from Landlord, then Landlord may recover possession of and reenter the Premises and expel all persons and remove property therefrom without becoming liable to Tenant and recover all past due rent and rent to accrue during the balance of the Lease term. Landlord shall also be entitled to recover from Tenant all damages sustained by Landlord on account of Tenant's breach of this Lease, including but not limited to attorneys' fees incurred by Landlord in enforcing this Lease, and in reentering and recovering possession of the Premises. All sums due from Tenant to Landlord under this Lease which are not timely paid shall accrue interest at the rate of 18% per annum.



9. **ASSIGNMENT; SUBLETTING.** Tenant shall not assign this Lease or any right hereunder nor shall Tenant sublet the Premises or any portion thereof without prior written consent of Landlord.

10. **LANDLORD'S RIGHT TO ACCESS.** Landlord and its agents may enter the Premises at any reasonable time to inspect the condition thereof and to perform testing and investigations regarding Landlord's intended development of the Premises and surrounding real estate.

This Lease made as of the date first written above and be signed in counterparts.

LANDLORD:  
BIELINSKI HOMES, INC.

TENANT:  
WAYNE MANTHEY

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

\_\_\_\_\_  
Signature

Phone Number: (262) 542-9494

Number: (414) 870-9336

S105 W22960 River Avenue  
Big Bend, WI 53103

CHAPMAN:  
FAMILY TRUST C/U ARTICLE VII OF THE  
ROGER W. CHAPMAN AND FERN L. CHAPMAN  
JOINT REVOCABLE TRUST DATED  
SEPTEMBER 21, 2005

By: \_\_\_\_\_  
Michael A. Chapman, Trustee



# Exhibit A to Farm Lease Agreement

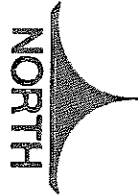
## CERTIFIED SURVEY MAP NO.

A DIVISION OF LANDS BEING A 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.

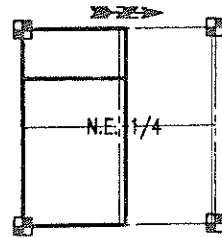
CENTER,  
SEC. 22-5-18  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FOUND CONC. MON. W/ BRASS CAP  
N-324,715.47 E-2,440,844.71

### PIPING LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1" IRON PIPE.



SCALE: 1"=300'



### LOCALITY MAP:

N.E. 1/4, SEC. 22,  
T. 5 N., R. 18 E.  
SCALE: 1"=2000'

### OWNER:

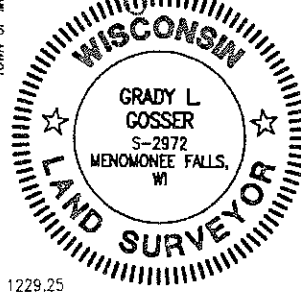
MICHAEL A. CHAPMAN, OR HIS  
SUCCESSOR(S), AS TRUSTEE  
OF THE FAMILY TRUST C/U  
ARTICLE VII OF THE ROGER  
W. CHAPMAN AND FERN L.  
CHAPMAN JOINT REVOCABLE  
TRUST DATED SEPTEMBER 21,  
2005.

W299 S8915 HIGHWAY 83  
MUKWONAGO, WI 53149-9567  
PHONE:

### PREPARED BY:

TRIO ENGINEERING, LLC  
12660 W. NORTH AVENUE  
BUILDING "D"  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480

*Grady L. Gosser*



2/9/18  
4/27/18

DRAFTED THIS 9th DAY OF FEBRUARY, 2018 (REVISED 4/27/18)  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 14-023-966-02  
SHEET 1 OF 3

☐ - Premises  
subject to  
Lease

HA-C0001-08481-14023-02-CHAPMAN Survey (CSA) 5/30/2017.dwg



### Amendment to Offer to Purchase

This Amendment to Offer to Purchase ("Amendment") is made by and between Bielinski Homes, Inc. and/or assigns ("Buyer") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Seller") to that certain Vacant Land Offer to Purchase dated November 3, 2017 and accepted on November 4, 2017, as previously amended (the "Offer") for certain property consisting of approximately 64.5 acres of land located in the Village of Mukwonago, Waukesha County, Wisconsin which is also known as part of Tax Key No. MUKV1957997 ("Property") and which Offer is hereby amended as follows:

1. Closing shall occur on or before August 30, 2018.
2. Except as modified herein, the Offer is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Offer, the terms and provisions of this Amendment shall control. This Amendment may be signed in two or more counterparts.
3. This Amendment shall be binding upon Buyer only if accepted by Seller on or before August 15, 2018 at 12:00 PM Central Time. Acceptance may be made in accordance with Lines 36-58 of the Offer.

**BUYER:**

**Bielinski Homes, Inc.**

By: 

Frank Bielinski, Vice President

8-14-2018

Date

**SELLER:**

**Family Trust C/U Article VII of the Roger W. Chapman  
and Fern L. Chapman Joint Revocable Trust  
dated September 21, 2005**

By: 

Michael A. Chapman, Trustee

8-14-18

Date



### **Amendment to Offer to Purchase**

This Amendment to Offer to Purchase ("Amendment") is made by and between Bielinski Homes, Inc. and/or assigns ("Buyer") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Seller") to that certain Vacant Land Offer to Purchase dated November 3, 2017 and accepted on November 4, 2017, as previously amended (the "Offer") for certain property consisting of approximately 64.5 acres of land located in the Village of Mukwonago, Waukesha County, Wisconsin which is also known as part of Tax Key No. MUKV1957997 ("Property") and which Offer is hereby amended as follows:

1. Seller agrees to pay all outstanding 2017 real estate taxes prior to closing.
2. This Offer and the closing is subject to Buyer obtaining all necessary approvals from the appropriate governmental bodies and agencies to enable Buyer to rezone and develop no less than 48 condominium units on the easternmost 11 acres of the Property that was recently rezoned by the Village of Mukwonago to an R-5 zoning ("Condo Parcel") prior to July 31, 2018 ("Condo Parcel Approval Contingency"). Buyer will be proposing a PUD overlay for the Condo Parcel to ensure that 48 condominium units can be developed thereon. Seller shall cooperate and sign any petitions or applications requested by Buyer to obtain such governmental approvals but any/all costs to prepare and submit said petitions/applications shall be by Buyer. Buyer and Seller agree that the "Agreement for Reimbursable Services Petitioner/Applicant/Property Owner" signed by Buyer and Seller per the original Offer shall be applicable to any new submissions to the Village of Mukwonago. If Buyer fails to satisfy the contingency contained in this paragraph prior to the date listed above, this Offer shall be null and void and all earnest money except for \$100, which shall be paid to Seller, shall be returned to Buyer forthwith.
3. Except for the Condo Parcel Approval Contingency set forth above and under the timeframe set forth above, Buyer hereby waives the contingencies for the land division and single family lot governmental approvals contained in Section 4(a) of the Addendum attached to the Offer ("Addendum").
4. Due to the time needed by Buyer to obtain the Condo Parcel approvals, the timeframe for Buyer's waiver of its financing contingency contained in Section 4(b) of the Addendum shall be extended until July 31, 2018 and Section 5 of the Addendum, as previously amended, shall be deleted in its entirety and replaced with the following: "The closing shall occur on or before August 15, 2018."



5. The purchase price of the Property shall be \$2,537,500 which is the sum of the following amounts: a) \$60,000 per acre of the Property that was rezoned to R-5, or 11 acres, b) \$35,000 per acre of the Property that is zoned R-1, or 53.5 acres, and c) \$5,000.
6. Except as modified herein, the Offer is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Offer, the terms and provisions of this Amendment shall control. This Amendment may be signed in two or more counterparts.
7. This Amendment shall be binding upon Buyer only if accepted by Seller on or before May 1, 2018 at 5:00 PM Central Time. Acceptance may be made in accordance with Lines 36-58 of the Offer.

**BUYER:**

**Bielinski Homes, Inc.**

By: 

Frank Bielinski, Vice President

4-26-2018  
Date

**SELLER:**

**Family Trust C/U Article VII of the Roger W. Chapman  
and Fern L. Chapman Joint Revocable Trust  
dated September 21, 2005**

By: 

Michael A. Chapman, Trustee

4-30-18  
Date



### **Amendment to Offer to Purchase**

This Amendment to Offer to Purchase ("Amendment") is made by and between Bielinski Homes, Inc. and/or assigns ("Buyer") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Seller") to that certain Vacant Land Offer to Purchase dated November 3, 2017 and accepted on November 4, 2017, as previously amended (the "Offer") for certain property consisting of approximately 64.5 acres of land located in the Village of Mukwonago, Waukesha County, Wisconsin which is also known as part of Tax Key No. MUKV1957997 ("Property") and which Offer is hereby amended as follows:

1. Seller agrees to pay all outstanding 2017 real estate taxes prior to closing.
2. This Offer and the closing is subject to Buyer obtaining all necessary approvals from the appropriate governmental bodies and agencies to enable Buyer to rezone and develop no less than 48 condominium units on the easternmost 11 acres of the Property that was recently rezoned by the Village of Mukwonago to an R-5 zoning ("Condo Parcel") prior to July 31, 2018 ("Condo Parcel Approval Contingency"). Buyer will be proposing a PUD overlay for the Condo Parcel to ensure that 48 condominium units can be developed thereon. Seller shall cooperate and sign any petitions or applications requested by Buyer to obtain such governmental approvals but any/all costs to prepare and submit said petitions/applications shall be by Buyer. Buyer and Seller agree that the "Agreement for Reimbursable Services Petitioner/Applicant/Property Owner" signed by Buyer and Seller per the original Offer shall be applicable to any new submissions to the Village of Mukwonago. If Buyer fails to satisfy the contingency contained in this paragraph prior to the date listed above, this Offer shall be null and void and all earnest money except for \$100, which shall be paid to Seller, shall be returned to Buyer forthwith.
3. Except for the Condo Parcel Approval Contingency set forth above and under the timeframe set forth above, Buyer hereby waives the contingencies for the land division and single family lot governmental approvals contained in Section 4(a) of the Addendum attached to the Offer ("Addendum").
4. Due to the time needed by Buyer to obtain the Condo Parcel approvals, the timeframe for Buyer's waiver of its financing contingency contained in Section 4(b) of the Addendum shall be extended until July 31, 2018 and Section 5 of the Addendum, as previously amended, shall be deleted in its entirety and replaced with the following: "The closing shall occur on or before August 15, 2018."



5. The purchase price of the Property shall be \$2,537,500 which is the sum of the following amounts: a) \$60,000 per acre of the Property that was rezoned to R-5, or 11 acres, b) \$35,000 per acre of the Property that is zoned R-1, or 53.5 acres, and c) \$5,000.
6. Except as modified herein, the Offer is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Offer, the terms and provisions of this Amendment shall control. This Amendment may be signed in two or more counterparts.
7. This Amendment shall be binding upon Buyer only if accepted by Seller on or before May 1, 2018 at 5:00 PM Central Time. Acceptance may be made in accordance with Lines 36-58 of the Offer.

**BUYER:**

**Bielinski Homes, Inc.**

By: [Signature]  
Frank Bielinski, Vice President

4-26-2018  
Date

**SELLER:**

**Family Trust C/U Article VII of the Roger W. Chapman  
and Fern L. Chapman Joint Revocable Trust  
dated September 21, 2005**

By: \_\_\_\_\_  
Michael A. Chapman, Trustee

\_\_\_\_\_  
Date



## WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.  
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.**

1 Buyer and Seller agree to amend the Offer dated November 3, 2017, and accepted November 4, 2017, for  
2 the purchase and sale of real estate at Approx 65 acres a part of Tax key # MUKV1957997 State Rd 83  
3 Mukwonago, Wisconsin as follows:

4 Closing date is changed from \_\_\_\_\_, to \_\_\_\_\_.

5 Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

6 Other: Seller hereby agrees to extend the Buyer's Title Commitment review period through  
7 April 24, 2018.

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28 The attached \_\_\_\_\_ Title Commitment is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
31 offering the Amendment on or before April 19, 2018 (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
33 in this Amendment.

34 **NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and**  
35 **delivery as provided at lines 30-33.**

36 This Amendment was drafted by Barbara Slane RE/MAX Realty 100 on 04/18/2018  
37 \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

38 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
39 \_\_\_\_\_  
Licensee and Firm ▲ Date ▲

40 (x) 4-18-18  
41 Buyer's Signature ▲ Date ▲

42 Print name) Bielinski Homes, Inc. and/or

(x) Michael A. Chapman 4-18-18  
43 Seller's Signature ▲ Date ▲

44 Print name) Michael A Chapman

43 (x) \_\_\_\_\_  
44 Buyer's Signature ▲ Date ▲

45 Print name) assigns Frank Bielinski

(x) \_\_\_\_\_  
46 Seller's Signature ▲ Date ▲

47 Print name)

48 This Amendment was rejected \_\_\_\_\_  
49 \_\_\_\_\_  
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲



## **Amendment to Offer to Purchase**

This Amendment to Offer to Purchase ("Amendment") is made by and between Bielinski Homes, Inc. and/or assigns ("Buyer") and the Family Trust C/U Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Seller") to that certain Vacant Land Offer to Purchase dated November 3, 2017 and accepted on November 4, 2017, as previously amended (the "Offer") for certain property consisting of approximately 64.5 acres of land located in the Village of Mukwonago, Waukesha County, Wisconsin which is also known as part of Tax Key No. MUKV1957997 ("Property") and which Offer is hereby amended as follows:

1. Seller agrees to pay all outstanding 2017 real estate taxes prior to closing.
2. This Offer and the closing is subject to Buyer obtaining all necessary approvals from the appropriate governmental bodies and agencies to enable Buyer to rezone and develop no less than 48 condominium units on the easternmost 11 acres of the Property that was recently rezoned by the Village of Mukwonago to an R-5 zoning ("Condo Parcel") prior to July 31, 2018 ("Condo Parcel Approval Contingency"). Buyer will be proposing a PUD overlay for the Condo Parcel to ensure that 48 condominium units can be developed thereon. Seller shall cooperate and sign any petitions or applications requested by Buyer to obtain such governmental approvals but any/all costs to prepare and submit said petitions/applications shall be by Buyer. Buyer and Seller agree that the "Agreement for Reimbursable Services Petitioner/Applicant/Property Owner" signed by Buyer and Seller per the original Offer shall be applicable to any new submissions to the Village of Mukwonago. If Buyer fails to satisfy the contingency contained in this paragraph prior to the date listed above, this Offer shall be null and void and all earnest money except for \$100, which shall be paid to Seller, shall be returned to Buyer forthwith.
3. Except for the Condo Parcel Approval Contingency set forth above and under the timeframe set forth above, Buyer hereby waives the contingencies for the land division and single family lot governmental approvals contained in Section 4(a) of the Addendum attached to the Offer ("Addendum").
4. Due to the time needed by Buyer to obtain the Condo Parcel approvals, the timeframe for Buyer's waiver of its financing contingency contained in Section 4(b) of the Addendum shall be extended until July 31, 2018 and Section 5 of the Addendum, as previously amended, shall be deleted in its entirety and replaced with the following: "The closing shall occur on or before August 31, 2018."



5. The purchase price of the Property shall be \$2,532,500 which is the sum of the following amounts: a) \$60,000 per acre of the Property that was rezoned to R-5, or 11 acres, and b) \$35,000 per acre of the Property that is zoned R-1, or 53.5 acres.
6. Except as modified herein, the Offer is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Offer, the terms and provisions of this Amendment shall control. This Amendment may be signed in two or more counterparts.
7. This Amendment shall be binding upon Buyer only if accepted by Seller on or before April 30, 2018 at 5:00 PM Central Time. Acceptance may be made in accordance with Lines 36-58 of the Offer.

**BUYER:**  
**Bielinski Homes, Inc.**

By: [Signature]  
Frank Bielinski, Vice President

4-24-2018  
Date

**SELLER:**  
**Family Trust C/U Article VII of the Roger W. Chapman**  
**and Fern L. Chapman Joint Revocable Trust**  
**dated September 21, 2005**

By: \_\_\_\_\_  
Michael A. Chapman, Trustee

\_\_\_\_\_  
Date



## WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION:** Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.  
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated November 3, 2017, and accepted November 4, 2017, for  
2 the purchase and sale of real estate at Approx 65 acres a part of Tax key # MUKV1957997 State Rd 83  
3 Mukwonago, Wisconsin as follows:

4 Closing date is changed from \_\_\_\_\_, to \_\_\_\_\_.

5 Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

6 Other: Buyer and Seller hereby agree to the following:

7 1) Addendum, 3.; Buyer's (the Study Period) to be extended an additional thirty one (31)  
8 days to equal a total of one hundred eighty seven (187) days from acceptance of this  
9 offer.

10 2) Per Addendum, 4. (b) Prior to May 04, 2018 Buyer to provide such evidence of financing for  
11 the development of the property.

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28 The attached \_\_\_\_\_ is/are made part of this Amendment.

29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
31 offering the Amendment on or before April 9, 2018 (Time is of the Essence). Delivery

32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
33 in this Amendment.

34 **NOTE:** The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and  
35 delivery as provided at lines 30-33.

36 This Amendment was drafted by Barbara Slane RE/MAX Realty 100 on 04/09/2018  
37 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
39 Licensee and Firm ▲ Date ▲

40 (x) [Signature] 4/9/2018 (x) Michael A. Chapman TEE 04/09/2018  
41 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

42 Print name ▶ Bielinski Homes, Inc. and/or Print name ▶ Michael A Chapman

43 (x) \_\_\_\_\_ (x) \_\_\_\_\_  
44 Buyer's Signature ▲ Date ▲ Seller's Signature ▲ Date ▲

45 Print name ▶ assigns Frank Bielinski Print name ▶ \_\_\_\_\_

46 This Amendment was rejected \_\_\_\_\_  
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲



## WB-40 AMENDMENT TO OFFER TO PURCHASE

**CAUTION:** Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.  
Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

1 Buyer and Seller agree to amend the Offer dated November 3, 2017, and accepted November 4, 2017, for  
2 the purchase and sale of real estate at Approx 65 acres a part of Tax key # MUKV1957997 State Rd 83  
3 Mukwonago, Wisconsin as follows:  
4 Closing date is changed from \_\_\_\_\_, to \_\_\_\_\_,  
5 Purchase price is changed from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.  
6 Other: Buyer and Seller hereby agree to the following:  
7 1) Addendum, 3.; Buyer's (the Study Period) to be extended an additional thirty six (36)  
8 days to equal a total of one hundred fifty six (156) days from acceptance of this Offer.  
9 2) Exhibit D is made a part of this Offer to Purchase.  
10 3) Addendum, 4.(C); "as well as the northernmost 35 feet of Tax Key No. MUKV1957997" is  
11 hereby deleted.  
12 4) Buyer to provide Seller "35' Wide Temporary Access Easement" to allow access to  
13 Seller's remaining 22 acres to the west noted on Exhibit D as "Chapman West Lands". Said  
14 easement will remain in effect until vehicular access to "Chapman West Lands" becomes  
15 available.  
16 5) Addendum, 16.; As part of Buyer's development of the Property, Buyer shall install a  
17 500' Landscape Berm along the northeastern portion of the Property at Buyer's sole  
18 expense. See Exhibit D.  
19 6) Seller and Buyer hereby approve the survey (Purchase Area Exhibit "A" and Purchase  
20 Area Exhibit "B") obtained by the Buyer dated 02-05-2018. See attached.  
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28 The attached \_\_\_\_\_ is/are made part of this Amendment.  
29 ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.  
30 This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party  
31 offering the Amendment on or before March 8, 2018 (Time is of the Essence). Delivery  
32 of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided  
33 in this Amendment.  
34 **NOTE:** The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and  
35 delivery as provided at lines 30-33.

36 This Amendment was drafted by Barbara Slane RE/MAX Realty 100 on 02/06/2018  
37 Licensee and Firm ▲ Date ▲

38 This Amendment was presented by \_\_\_\_\_ on \_\_\_\_\_  
39 Licensee and Firm ▲ Date ▲

40 (x) \_\_\_\_\_  
41 Buyer's Signature ▲ Date ▲  
42 Print name Bielinski Homes, Inc. and/or

(x) Michael A. Chapman TEE 2-7-18  
Seller's Signature ▲ Date ▲  
Print name Michael A Chapman TEE

43 (x) [Signature] 2-7-2018  
44 Buyer's Signature ▲ Date ▲  
45 Print name assigns Frank Bielinski

(x) \_\_\_\_\_  
Seller's Signature ▲ Date ▲  
Print name ▲

46 This Amendment was rejected \_\_\_\_\_  
47 Party Initials ▲ Date ▲ Party Initials ▲ Date ▲







# PURCHASE AREA EXHIBIT "A"

CENTER,  
SEC. 22-5-18

W. LINE, N.E. 1/4, SEC. 22-5-18  
(N01°14'33"W 2643.41)

REMAINING CHAPMAN LANDS  
961,695 S.F.  
22.0775 Ac.  
UNPLATTED LANDS



**NORTH**

**SCALE: 1"=300'**

S00°30'47"E 1411.78

UNPLATTED LANDS  
TAX KEY 140KV-1957-997

**PURCHASE AREA**  
2,810,100 S.F.  
64.5110 Ac.



**2660 W. NORTH AVE.  
Building "D"  
Brookfield, WI 53005  
Phone: (262) 790-1480  
Fax: (262) 790-1481**

(P.O.B.)  
E. 1/4 CORNER,  
SEC. 22-5-18

E. LINE, N.E. 1/4, SEC. 22-5-18  
(N01°20'25"W 2634.28)

N01°20'25"W  
UNPLATTED LANDS

## UNPLATTED LANDS

THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

DATE: 2/5/18



# PURCHASE AREA EXHIBIT "B"

## 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:

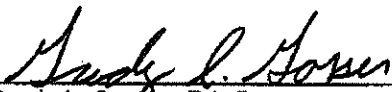
Commencing at the East 1/4 Corner of said Section 22; said point being the place of beginning of lands hereinafter described;

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.

Date: 2/5/18



  
Grady L. Gosser, P.L.S.  
Professional Land Surveyor, S-2972  
**TRIO ENGINEERING, LLC**  
12660 W. North Avenue, Building "D"  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481



**WB-13 VACANT LAND OFFER TO PURCHASE**

*Attorney for Buyer*

1 LICENSEE DRAFTING THIS OFFER ON November 3, 2017 [DATE] IS (AGENT OF BUYER)  
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~  
3 **GENERAL PROVISIONS** The Buyer, Bielinski Homes, Inc. and/or, its assigns  
4 \_\_\_\_\_, offers to purchase the Property  
5 known as [Street Address] \_\_\_\_\_, approx. 65 acres shown on Ex. A  
6 in the Village of Mukwonago, County of Waukesha, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:  
8 **PURCHASE PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).  
9 \_\_\_\_\_  
10 **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 20,000.00  
11 will be mailed, or commercially or personally delivered within 14 days of acceptance to listing broker or  
12 \_\_\_\_\_  
13 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: none  
16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 **NOT INCLUDED IN PURCHASE PRICE:** none  
19 \_\_\_\_\_  
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**  
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**  
24 **ZONING:** Seller represents that the Property is zoned: agricultural/residential  
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.  
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
28 **running from acceptance provide adequate time for both binding acceptance and performance.**  
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before November 7, 2017. Seller may keep the Property on the  
31 market and accept secondary offers after binding acceptance of this Offer.  
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"  
35 OR ARE LEFT BLANK.  
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.  
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if  
39 named at line 40 or 41.  
40 Seller's recipient for delivery (optional): Barbara Slane  
41 Buyer's recipient for delivery (optional): Frank Bielinski and Tim Voeller  
42 ~~xxx~~ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( 262 ) 784-7279 Buyer: ( 262 ) 547-6331  
44 ~~xxx~~ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for  
46 delivery to the Party's delivery address at line 49 or 50.  
47 ~~xxx~~ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,  
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.  
49 Delivery address for Seller: 14540 West Greenfield Avenue, Brookfield, WI 53005  
50 Delivery address for Buyer: 1830 Meadow Lane, Suite A, Pewaukee, WI 53072  
51 ~~xxx~~ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.  
55 E-Mail address for Seller (optional): barbara.slane@remax.net  
56 E-Mail address for Buyer (optional): fbielinski@bielinski.com and tvoeller@bielinski.com  
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.



**WB-13 VACANT LAND OFFER TO PURCHASE**

*Attorney for Buyer*

1 LICENSEE DRAFTING THIS OFFER ON November 3, 2017 [DATE] IS (AGENT OF BUYER)

2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Bielinski Homes, Inc. and/or, its assigns

4  
5 known as [Street Address] \_\_\_\_\_, offers to purchase the Property  
6 in the Village of Mukwonago, County of Waukesha, Wisconsin (insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 **PURCHASE PRICE:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

9  
10 **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer and earnest money of \$ 20,000.00  
11 will be mailed, or commercially or personally delivered within 14 days of acceptance to listing broker or

12  
13 **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise provided below.  
14 **INCLUDED IN PURCHASE PRICE:** Seller is including in the purchase price the Property, all Fixtures on the Property on the  
15 date of this Offer not excluded at lines 18-19, and the following additional items: none

16  
17  
18 **NOT INCLUDED IN PURCHASE PRICE:** none

19  
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**  
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**  
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 **ZONING:** Seller represents that the Property is zoned: agricultural/residential

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**  
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on  
30 or before November 7, 2017. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.  
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS  
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"

35 OR ARE LEFT BLANK.  
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if

39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Barbara Slane

41 Buyer's recipient for delivery (optional): Frank Bielinski and Tim Voeller

42 ☒ (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: ( 262 ) 784-7279 Buyer: ( 262 ) 547-6331

44 ☒ (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for

46 delivery to the Party's delivery address at line 49 or 50.

47 ☒ (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,

48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: 14540 West Greenfield Avenue, Brookfield, WI 53005

50 Delivery address for Buyer: 1830 Meadow Lane, Suite A, Pewaukee, WI 53072

51 ☒ (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line  
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for  
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically  
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): barbara.slane@remax.net

56 E-Mail address for Buyer (optional): fbielinski@bielinski.com and tvoeller@bielinski.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.



**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated November 30, 2016, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

**CLOSING** This transaction is to be closed no later than See Addendum at the place selected by Seller, unless otherwise agreed by the Parties in writing.

**CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and no others

**CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

☒ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

☐ Current assessment times current mill rate (current means as of the date of closing)

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

**CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are no leases will affect the property after closing.

☐ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

**GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within        days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, Wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

**CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.**

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit <http://www.dnr.state.wi.us>.



**FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.

**CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.

**USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit <http://www.revenue.wi.gov/>.

**FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

**CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

**SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

**BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

#### **DEFINITIONS**

**■ ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.

**■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
- b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- c. Land division or subdivision for which required state or local approvals were not obtained.
- d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
- g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
- j. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
- k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.

(Definitions Continued on page 5)



189 IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

190 ☐ **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
191 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
192 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
193 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years.  
194 Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
197 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount,  
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the  
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 OR 202.**

201 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.

202 ☐ **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
203 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
204 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or  
207 526-534 or in an addendum attached per line 525.

208 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to  
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan  
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
215 unacceptability.

216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide  
217 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**  
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**  
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this  
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan  
222 commitment.

223 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing  
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party  
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,  
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering  
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing  
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands  
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an  
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised  
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon  
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to  
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon  
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether  
244 deadlines provide adequate time for performance.



**DEFINITIONS CONTINUED FROM PAGE 3**

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- n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.
- o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- q. Lack of legal vehicular access to the Property from public roads.
- r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.
- s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.
- t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.
- v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.
- aa. Existing or abandoned manure storage facilities on the Property.
- bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).
- dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.
- **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at midnight of that day.
- **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.



306 **~~XXX~~ PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: residential  
307 development of at least 88 single family lots and 48 condominium units  
308

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional  
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers  
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific  
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller  
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)  
315 **~~STRIKE ONE~~** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned agricultural /  
316 residential and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 ☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE ONE~~** ("Buyer's" if neither  
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which  
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such  
320 development.

321 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent  
322 upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE ONE~~** ("Buyer's" if neither is stricken) expense, written evidence from  
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must  
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the  
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of  
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **~~CHECK~~**

327 **~~ALL THAT APPLY~~**: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank;  
328 ☐ other: \_\_\_\_\_

329 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE~~**  
330 **~~ONE~~** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions  
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE ONE~~** ("Buyer's" if  
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the  
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's  
336 proposed use: \_\_\_\_\_  
337

338 ☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE ONE~~** ("Buyer's" if neither  
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at  
340 the lot line, across the street, etc.) **~~CHECK AND COMPLETE AS APPLICABLE~~**: ☐ electricity \_\_\_\_\_;  
341 ☐ gas \_\_\_\_\_; ☐ sewer \_\_\_\_\_; ☐ water \_\_\_\_\_;  
342 ☐ telephone \_\_\_\_\_; ☐ cable \_\_\_\_\_; ☐ other \_\_\_\_\_

343 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE ONE~~**  
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public  
345 roads.

346 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **~~STRIKE ONE~~** ("Buyer's" if  
347 neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐  
348 occupancy permit; ☐ other \_\_\_\_\_ **~~CHECK ALL THAT APPLY~~**, and delivering  
349 written notice to Seller if the item cannot be obtained, all within \_\_\_\_\_ days of acceptance for the Property for its proposed  
350 use described at lines 306-308.

351 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **~~STRIKE ONE~~** ("Seller  
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
353 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) **~~STRIKE ONE~~** ("Seller's" if neither is stricken)  
354 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
356 if any, and: \_\_\_\_\_

357 **~~STRIKE AND COMPLETE AS APPLICABLE~~** Additional map features which may be added include, but are not limited to:  
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,  
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.  
364 Upon delivery of Buyer's notice, this Offer shall be null and void.



365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
 366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
 367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
 369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 **■ HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker  
 372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or  
 373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**  
 375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**  
 376 **disbursement agreement.**

377 **■ DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
 378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
 379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
 380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
 381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
 382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
 383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)  
 384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
 385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
 386 exceed \$250, prior to disbursement.

387 **■ LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
 388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to  
 389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
 390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
 391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
 392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
 393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
 394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
 395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the  
 397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as  
 398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple  
 399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information  
 400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers  
 401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons  
 403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 404 <http://www.wldocoffenders.org> or by telephone at (608) 240-5830.



**SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer ~~except without exception~~.

If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

**TITLE EVIDENCE**

**CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing and no others.

which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

**TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

**PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than \_\_\_\_\_ days after acceptance ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

**TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

**SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

**CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

**ADDITIONAL PROVISIONS/CONTINGENCIES** \*closing



**DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the defaulting party to liability for damages or other legal remedies.

If **Buyer defaults**, Seller may:

- (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If **Seller defaults**, Buyer may:

- (1) sue for specific performance; or
- (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

In addition, the Parties may seek any other remedies available in law or equity.

The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

**NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

**ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and inures to the benefit of the Parties to this Offer and their successors in interest.

**INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

**NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the contingency.**

Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.



503 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_  
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as  
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **■ RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If  
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects, (2) curing the Defects in a good and  
521 workmanlike manner and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure  
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 ~~XXX~~ **ADDENDA:** The attached Addendum, Addendum A, Exhibits A, B & C ~~is/are~~ made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

535 This Offer was drafted by [Licensee and Firm] Timothy J. Voeller, Esq.  
536 Attorney for Buyer on November 3, 2017

537 (x) Frank Bielinski, CEO/VP November 3, 2017  
538 Buyer's Signature ▲ Print Name Here ▶ Bielinski Homes, Inc. and/or Date ▲

539 (x) \_\_\_\_\_  
540 Buyer's Signature ▲ Print Name Here ▶ its assigns Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (By) \_\_\_\_\_  
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) Michael A. Chapman TEE 11-4-17  
547 Seller's Signature ▲ Print Name Here ▶ Date ▲

548 (x) Michael A. Chapman TEE 11-4-17  
549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] Barbara Slane RE/max  
551 Realty 100 on 11-04-2017 at 9:30 a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



Exhibit B

## Agreement for Reimbursable Services Petitioner/Applicant/Property Owner

In accordance with Village Ordinance 70-15, the Village may retain the services of professional consultants (including planners, engineers, architects, attorneys, environmental specialists, recreation specialists, and other experts) to assist in its review of a proposal coming before the Plan Commission/Board of Building and Zoning Appeals. The Village reserves the right to apply the charges for these services as well as for staff time expended in the administration, investigation and processing of applications to the Applicant.

The Applicant is required to provide the Village with an executed copy of this agreement as a prerequisite to the processing of the development application. The submittal of a development proposal application or petition shall be construed as an agreement to pay for such professional review services applicable to the proposal. The Village may delay acceptance of the application or petition as complete, or may delay final approval of the proposal, until such fees are paid by the Applicant. ~~The Property Owner acknowledges that review fees which are applied to an Applicant, but which are not paid by such Applicant, may be charged by the Village as an assessment against the subject property for current services provided the property.~~

Note: Consultant services (e.g. engineering, planning, surveying, legal, etc.) and Village administrative time may be charged in addition to the normal costs payable by the Applicant/Petitioner/Property Owner (e.g. application filing fees, permit fees, publication expenses, recording fees, impact fees, etc.)

\_\_\_\_\_  
(Project Name/Nature of Application)

MUKV1962996 and MUKV1957997  
(Property Tax Key Numbers Involved in Project)

\_\_\_\_\_  
(Print Name of Applicant/Petitioner)

\_\_\_\_\_  
(Signature of Applicant/Petitioner)

\_\_\_\_\_  
(Date)

Michael A. Chapman TEE  
(Print Name of Property Owner)

Michael A. Chapman TEE  
(Signature of Property Owner)

5-17-17  
(Date)

W299 S8915 State Rd 83  
(Mailing Address)

Mukwonago, WI 53149  
(City, ST Zip)



### **ADDENDUM**

This Addendum is made part of the Offer to Purchase dated November 3, 2017 attached hereto and made by Bielinski Homes, Inc. and/or its assigns ("Buyer"), for the property owned Seller which consists of approximately 65 acres of land which is part of Tax Key No. MUKV1957997 as shown on the attached and incorporated **Exhibit A** located in the Village of Mukwonago, Waukesha County, Wisconsin ("Property").

1. All earnest money shall be held by Re/Max Realty 100 Trust Account and shall be applied to the purchase price at closing.

The purchase price of the Property shall be the sum of the following amounts: a) \$60,000 per gross acre within the Area 1 of the Property as shown on Exhibit A and determined by the mutually agreed to survey (see below) which shall not exceed 10 acres, and b) \$35,000 per gross acre within Area 2 of the Property as shown on Exhibit A and determined by the mutually agreed to survey (see below) which shall not exceed 55 acres. The purchase price of the Property shall not exceed \$2,525,000.

2. Within ten (10) business days of the date of acceptance, Seller shall deliver to Buyer for Buyer's review, true, correct and complete copies of all existing ALTA and topographical surveys, soil reports, wetland studies, engineering and traffic studies, environmental reports, real property tax bills for the immediately prior two (2) years, notices of reassessment or special assessment, if any, and any and all other information in Seller's possession and/or control respecting the Property which a reasonable person may deem material in evaluating whether to proceed to purchase the Property (all of the above, the "Seller Deliveries").

3. Buyer shall have a period of one hundred twenty (120) days following the acceptance of this Offer to perform a site analysis (the "Study Period") on the all of the Property. Should Buyer determine, in Buyer's sole opinion, that the development of the Property is not economically feasible, this Offer shall be null and void upon Buyer's delivery of a notice regarding same prior to the end of the Study Period and all earnest money except for \$100, which shall be paid to Seller, shall be returned to Buyer forthwith.

4. This Offer and the closing is subject to the following contingencies being satisfied in writing by Buyer prior to the dates set forth below:

(a) Prior to the end of the Study Period, the approval, by the Village of Mukwonago, of Buyer's proposed site plan for the Property and all other necessary approvals from all appropriate governmental bodies and agencies to enable Buyer to divide the larger tax parcel to create the Property, which is subject to Seller's approval, and to develop the Property for no less than 88 single family lots and no less than 48 condominium units. Seller shall cooperate and sign any petitions or applications requested by Buyer to obtain such land division and



governmental approvals but any/all costs to prepare and submit said petitions/applications shall be by Buyer. As part of any submissions to the Village, Buyer shall execute and deliver the "Agreement for Reimbursable Services Petitioner/Applicant/Property Owner" to the Village in a form substantially similar to that attached hereto as **Exhibit B**. Exhibit B is hereby incorporated into this Offer.

(b) Prior to the date which is one hundred eighty (180) days following the acceptance of this Offer, Buyer obtaining financing for the development of the Property from Citizens Bank fka Citizens Bank of Mukwonago and such development loan shall be for a period of no less than two (2) years and be at an annual interest rate of no more than 2% above the then current prime rate as published by the Wall Street Journal without cash equity from the Buyer.

(c) Prior to the date which is one hundred sixty-five (165) days following acceptance of this Offer, Seller's and Buyer's approval of the survey obtained by Buyer which shall show at a minimum that Seller is to retain the westernmost 21 acres of Tax Key No. MUKV1957997 as well as the northernmost 35 feet of Tax Key No. MUKV1957997.

(d) Prior to the date which is one hundred sixty-five (165) days following acceptance of this Offer, Buyer's approval of the title insurance commitment to be provided by Seller as required hereunder which title commitment shall include complete and legible copies and all easements, restrictions, covenants and other matters of record affecting the Property that will be in effect on or after the date of closing and encumbering or governing the development of the Property.

If Buyer fails to satisfy the contingencies contained in this Section 4 prior to the dates listed above, this Offer shall be null and void and all earnest money except for \$100, which shall be paid to Seller, shall be returned to Buyer forthwith.

5. The closing shall be on or before the date which is two hundred ten (210) days following the acceptance of this Offer.

6. Seller warrants and represents that on the date hereof, and as of the date of each closing, the Property will be in compliance with all federal, state and local laws, rules, regulations, ordinances, codes and orders governing, establishing, limiting or otherwise affecting the discharge or disposal of air pollutants, water pollutants, processed waste water, or solid and hazardous waste, including, but not limited to, all regulations and standards of the Environmental Protection Agency and the Wisconsin Department of Natural Resources. There are no pending or threatened actions or proceedings by the local municipality, the Wisconsin Department of Natural Resources, United States Environmental Protection Agency or any other government entity, and to Seller's knowledge there is no basis for any such action or proceeding. Seller has never disposed of any solid or hazardous waste on the Property, and Seller has no notice or knowledge of any solid or hazardous waste having ever been disposed of on the Property. To the best of Seller's knowledge, there are no landfills, hazardous substances, underground storage tanks, PCBs, subterranean tunnels, cavities, wells, mines, sinkholes, springs or concealed fill-ins on or under the Property, and, to Seller's



knowledge, neither the Property nor any part thereof has been used, and prior to closing will not be used, for the manufacture, storage or disposal of any hazardous substance, solid waste or hazardous waste as the same be identified as hazardous by any federal, state, county or municipal law, statute, ordinance, order or regulation related to protection of the environment and applicable to the Property (including without limitation, any regulations promulgated by the Federal Environmental Protection Agency and the Wisconsin Department of Natural Resources).

7. Buyer shall have the right to enter upon the Property for the purpose of taking soil tests to determine the soil bearing capacity of the Property, the existence of hazardous or toxic wastes and any other test deemed appropriate by Buyer incident to the development and construction of improvements on the Property. If Buyer enters onto the Property and this transaction does not close, Buyer shall, at its own expense, restore the Property to its condition prior to Buyer entering onto the Property. If Buyer damages any unharvested crops located on the Property during its investigations, Buyer shall pay Seller an amount equal to \$500 for every acre of unharvested crops materially damaged by Buyer's activities ("Buyer's Credit"). Buyer's Credit shall be calculated based upon the number of damaged acres of unharvested crops rounded to the nearest one-tenth ( $1/10^{\text{th}}$ ) of an acre resulting in a credit equal to \$50 for each one-tenth ( $1/10^{\text{th}}$ ) of an acre of damaged unharvested crops. Buyer shall pay Seller such Buyer's Credit within forty-five (45) days of such damage being reported to Buyer by Seller in writing.

8. Seller is aware that Frank Bielinski, a principal of Buyer, is a licensed real estate broker. Seller shall be responsible for the payment of any brokerage commission due to Seller's broker, Barbara Slane.

9. With no additional expense or liability to the non-exchanging party, each party agrees to accommodate the other's requirements under Internal Revenue Section 1031 to effect a tax-deferred exchange, provided that the non-exchanging party will not incur any costs associated with such exchange.

10. In the event that any action is filed in relation to this contract, the unsuccessful party in the action shall pay to the successful party, in addition to all of the sums that either party may be called upon to pay, a reasonable sum for the successful party's costs and attorneys' fees.

11. Seller and Buyer acknowledge and agree that this Offer is intended to be binding and enforceable and each party waives any right to challenge the enforceability of this Offer based on the broad discretion afforded Buyer in evaluating the fulfillment of certain conditions precedent to Buyer's performance. Seller acknowledges that such efforts by Buyer will require Buyer's expenditure of time and resources in investigating the Property and that such expenditures along with the \$100 to be paid to Seller from the earnest money in the event of Buyer's termination of the Offer or Buyer's failure to satisfy all of its contingencies as described elsewhere herein, constitute good and sufficient consideration to Seller for Seller's acceptance hereof.



12. Section 1445 of the Internal Revenue Code provides that a buyer of a United States real property interest must withhold tax if the seller is a foreign person. In order to inform Buyer that withholding of tax is not required, Seller agrees to execute and deliver to Buyer at closing, a certificate of non-foreign status in form reasonably acceptable to Buyer's attorney.

13. In the event of a conflict between this Addendum and the pre-printed Offer form, the terms of this Addendum shall prevail and control.

14. The commitment for title insurance shall be obtained from Title 100, Inc. and shall include a gap endorsement insuring the title as of the period between the effective date of the commitment and the recording of the deed at Seller's cost.

15. Buyer shall be responsible and obligated to pay any charges, assessments, liens, penalties or any other amount due resulting from the conversion of the Property's use related to Buyer's development activities so that the Property is not eligible to be assessed agricultural land as determined by the assessor of the taxation district in which the Property is located. Buyer will indemnify and hold Seller harmless from any charges, assessments, liens, penalties or any other amounts due resulting from the conversion of the Property's use related to Buyer's development activities.

16. As part of Buyer's development of the Property, Buyer shall install a berm along the northern 350 feet of the Property that is along the easternmost portion that abuts other real estate that is owned by Seller.

17. As part of Buyer's development of the Property, Buyer shall engineer and construct the 355 foot extension of Chapman Farm Boulevard as shown on Exhibit C attached hereto and incorporated herein per Village of Mukwonago requirements. The construction of said road shall include the installation of sanitary sewer and water mains as well as be designed to handle the storm water diversions resulting from the road itself. All other utilities and storm water plans to service the proposed lots along said 355 foot extension shall be installed by the individual owners/developers of such lots. Further, this Offer shall be contingent upon Buyer being able to negotiate a recapture agreement with the Village of Mukwonago that provides for the reimbursement to Buyer of Buyer's costs of installing the 355 foot road extension upon the future sale or development of the lots abutting the 355 foot road extension.

BUYER:

SELLER:

**Bielinski Homes, Inc.**

By: 

*Frank Bielinski, CEO/VP*

By: 

*Michael D. Chapman TTE*



**CERTIFIED SURVEY MAP NO.**

Being a part of the Southwest ¼ of the Northwest ¼ of Section 23, Town 6 North, Range 16 East, in the Village of Mukwonago, Waukesha County, Wisconsin.

**NORTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 23-5-16**  
STATE PLANE COORDINATES:  
NORTHING: 337,344.32  
EASTING: 2,443,489.75

**SURVEYOR:**  
**KITTLE MORAINE SURVEYING INC.**  
P.O. BOX 957  
EAGLE WI 53121  
(262) 584-3484

**OWNER:**  
FERN L. CHAPMAN, TRUSTEE OF THE SURVIVORS  
TRUST C/O ARTICLE V OF THE ROGER W. CHAPMAN  
AND FERN L. CHAPMAN JOINT REVOCABLE TRUST  
DATED SEPTEMBER 21, 2008.

FERN L. CHAPMAN, TRUSTEE OF THE SURVIVORS  
TRUST C/O ARTICLE VI OF THE ROGER W. CHAPMAN  
AND FERN L. CHAPMAN JOINT REVOCABLE TRUST  
DATED SEPTEMBER 21, 2008.

W289 88965 HWY 53  
MUKWONAGO WI 53149

**TOWN OF MUKWONAGO**  
**UNPLATTED LANDS**  
N89°22'13"E 362.68'

VILLAGE OF MUKWONAGO

**LOT 1**  
196444 SQ. FT.  
4.56 ACRES

**LOT 2**  
92033 SQ. FT.  
2.11 ACRES

**LOT 3**  
92653 SQ. FT.  
2.13 ACRES

**LOT 4**  
92653 SQ. FT.  
2.13 ACRES

**BOULEVARD DEDICATION**  
28427 SQ. FT.  
0.65 ACRES

**CHAPMAN FARM BOULEVARD**

**LEGEND**

- FOUND 6" CONC. MON. W/BRASS CAP
- FOUND 1 1/4" O.D. IRON PIPE
- BET 1 1/4" O.D. IRON PIPE WEIGHING 133 LBS/LIN. FT.
- ( ) RECORDED AS DIMENSIONS

**ZONING R-10**  
MINIMUM STREET YARD SETBACK: 35'  
MINIMUM INTERIOR SIDE YARD SETBACK:  
ONE STORY DWELLINGS: 15' EACH SIDE  
OTHER DWELLINGS: 20' ONE SIDE, 15' OTHER SIDE  
MINIMUM REAR YARD SETBACK: 40'

THERE IS NO IMPACT ON ANY FLOODLAND OR SHORELAND, AND THE LANDS ARE HIGHER THAN 2 FEET ABOVE THE 100 YEAR FLOOD ELEVATION.

**LOCATION MAP**  
NW ¼ SEC. 23-5-16  
T-2000Y

**TERENCE E. PISAREK S-1930 EAGLE, WISCONSIN**

DATED THIS 10TH DAY OF APRIL, 2009  
REVISED THIS 25TH DAY OF APRIL, 2010

JOB NO. 16028 SHEET 1 OF 6



Exhibit A

# Waukesha County GIS Map

LAND INFORMATION SYSTEMS DIVISION




**Legend**

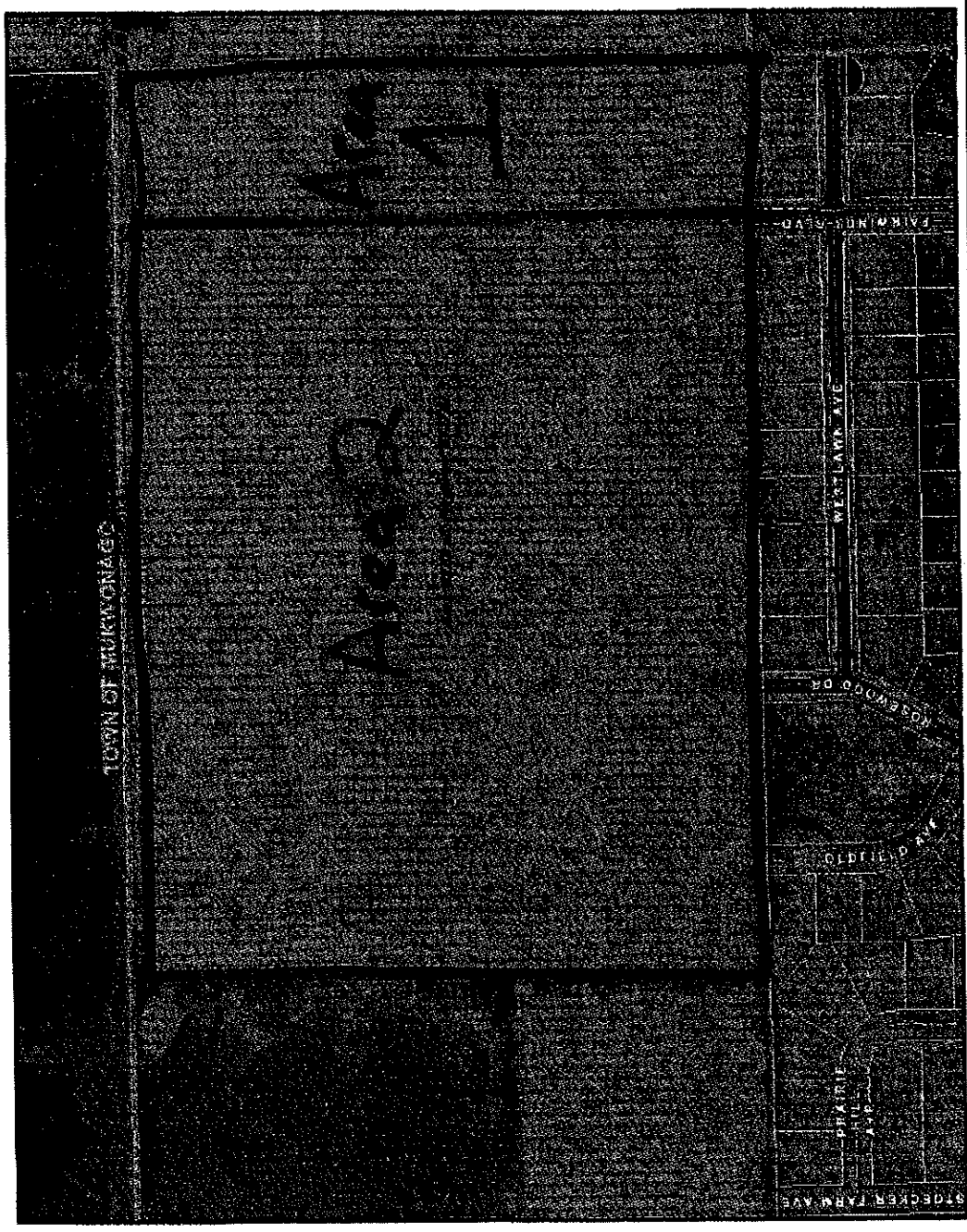
**Retired Plats**

- Assessor Plat
- Condo Plat
- CSM
- Subdivision Plat

**Simultaneous Conveyance**

- Assessor Plat
- CSM
- Condo Plat
- Subdivision Plat

 - Approx  
65 acres  
Subject to  
Offer



The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plans, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.



Notes:

Printed: 11/7/2017





**ADDENDUM A TO OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated November 3, 2017 made by Bielinski Homes, Inc.  
2 and/or its assigns (Buyer) with respect to the Property at Known as a  
3 portion of Tax Key No MUEV1957997, Mukwonago, Wisconsin. If different, the mailing address is:  
4 \_\_\_\_\_, Wisconsin. (collectively Property)

**FINANCING ISSUES**

6 ~~Financing Contingency~~ ~~Additional Terms: The financing contingency in the Offer includes the following terms:~~  
7 A. Within seven (7) days of acceptance Buyer shall obtain written confirmation from a financial institution that Buyer has applied for financing. Seller may, no  
8 earlier than seven (7) days after acceptance, deliver a written request for written confirmation of application. Buyer shall deliver written confirmation of application  
9 no later than three (3) days after Seller's delivery of the written request or Seller may, at Seller's option declare this Offer to be null and void.  
10 B. Buyer agrees to pay any and all costs of obtaining financing, including the cost of closing the mortgage transaction. There may be additional cost for the first  
11 year premium for private mortgage insurance and for property/casualty and extended coverage insurance. Flood insurance, if required, may be in addition to the  
12 stated monthly payment.  
13 C. A loan commitment is defined as a commitment from a financial institution authorized to do business in the State of Wisconsin by the Wisconsin Department of  
14 Financial Institutions which does not include a condition requiring the sale of other property unless the Offer is contingent on the closing of other property.  
15 D. Buyer acknowledges Buyer's obligation to have the total purchase price including mortgage loan proceeds available at the time of closing. Buyer is advised to  
16 determine when Buyer's loan proceeds will be funded to ensure that the funds will be available at the time of closing.

17 **NOTICE:** The closing company may require Parties to wire funds necessary for the completion of the transaction to the closing company's account.  
18 ~~The Parties acknowledge this requirement may result in an additional cost to be paid by Buyer, unless otherwise agreed to in writing.~~

19 **OPTIONAL PROVISIONS** THE PROVISIONS ON LINES 23-62 AND LINES 193-210 PRECEDED BY AN OPEN BOX ( ☐ ) ARE PART OF THIS ADDENDUM  
20 IF MARKED SUCH AS WITH AN "X". THEY ARE NOT PART IF MARKED "N/A" OR LEFT BLANK (EXCEPT AS PROVIDED AT LINES 77-79).

21 **CAUTION:** The firm and its agents (hereinafter firm) recommends Buyer have the Property tested and inspected for all conditions that Buyer considers  
22 material to the transaction.

23 ☒ **TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report from a qualified independent third party documenting the  
24 results of the following test(s) conducted pursuant to applicable government or industry protocols and standards: All tests deemed necessary  
25 and appropriate by Buyer and/or Buyer's inspectors. See Addendum (insert tests  
26 to be performed, e.g. asbestos, mold, or other substances or conditions which may affect the health of occupants or the value or structure of the Property) within

27 \_\_\_\_\_ days ("15" if left blank) of acceptance, at (Buyer's) (Seller's) **[STRIKE ONE]** expense ("Buyer's" if neither is stricken). Testing shall be performed  
28 by a qualified independent third party. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 63-74.

29 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a radon test conducted by and current written report provided by a  
30 qualified independent third party consistent with applicable EPA government or industry protocols, at (Buyer's) (Seller's) **[STRIKE ONE]** expense ("Buyer's" if  
31 neither is stricken). This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) of acceptance, delivers to Seller a  
32 written notice of Buyer's objections accompanied with a copy of the written test report showing an EPA Protocol Average radon level greater than the current EPA  
33 standards at the time of acceptance of the Offer. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. Cures of Defects for  
34 radon may be accomplished only by a qualified independent third party installing a radon mitigation system and Seller shall provide Buyer prior to closing, a written  
35 report dated after the Buyer's notice by a qualified independent third party showing a testing result lower than the EPA Protocol Average, unless otherwise agree  
36 to in writing.

37 ☐ **WELL WATER TESTING CONTINGENCY:** If there is an active well serving the Property this Offer is contingent upon Buyer receiving, no later than  
38 \_\_\_\_\_ days ("15" if left blank) prior to closing, a written report dated no earlier than 60 days prior to the date set for closing from a state-certified or other  
39 independent qualified lab which indicates that the well(s) is/are supplying water that is within the levels established by federal or state laws regulating public water  
40 systems for safe human consumption relative to the following substances: bacteria (total Coliform and E.coli), nitrate, arsenic and  
41 (NOTE: if desired insert

42 other substances that may affect the drinking water safety such as: lead, pesticides, nitrite, copper, radium, etc.) (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither  
43 is stricken) shall be responsible for obtaining the report(s), including all costs, and agrees to promptly provide copies of all reports received to the other Party. All  
44 water samples used for testing shall be taken by a licensed plumber or other qualified independent third party. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if  
45 neither is stricken) have the right to cure. See Right to Cure lines 63-74. (See DNR Web site: <http://dnr.wi.gov/topic/DrinkingWater>)

46 ☐ **WELL SYSTEM INSPECTION CONTINGENCY:** If the Property is served by an active well(s) other than a community well (see lines 83-86 regarding  
47 shared well agreements; see lines 80-82 regarding abandoned well(s)) this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days ("15" if left  
48 blank) prior to closing a written report(s) dated no earlier than 60 days prior to the date set for closing from a licensed pump installer or a licensed well driller  
49 competent to inspect well systems, which indicates that the well(s) and pressure system(s) conform to the code in effect at the time they were installed and are not  
50 disapproved for current use. (Buyer) (Seller) **[STRIKE ONE]** ("Seller" if neither is stricken) shall be responsible for obtaining the report(s), including all costs. Seller  
51 (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the right to cure. See Right to Cure lines 63-74.

52 ☐ **IF THE WELL IS INSPECTED, THE WELL WATER TESTING CONTINGENCY IS AUTOMATICALLY SELECTED AND INCLUDED IN THIS OFFER.**  
53 ☐ **PRIVATE SANITARY SYSTEM (PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)) INSPECTION CONTINGENCY:** If the Property is  
54 served by a private sanitary system this Offer is contingent upon Buyer receiving no later than \_\_\_\_\_ days prior to closing ("15" if left blank) a written report  
55 dated no earlier than \_\_\_\_\_ days prior to the date set for closing ("60" if left blank) from a county code administrator, licensed master plumber, licensed  
56 master plumber-restricted service, licensed plumbing designer, registered engineer, certified POWTS inspector, certified septage operator or a certified soils  
57 tester, which indicates that the POWTS conforms to the code in effect when the system was installed and is not disapproved for current use. (Buyer) (Seller)  
58 **[STRIKE ONE]** ("Seller" if neither is stricken) shall be responsible for obtaining the report, including all costs other than pumping costs. The POWTS is to be  
59 pumped at time of inspection at Seller's expense regardless of the strike on line 57. Seller (shall) (shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have the  
60 right to cure. See Right to Cure lines 63-74.

61 **CAUTION:** Different professionals may be needed to inspect different system components. Buyer is aware that POWTS are regulated by state and  
62 county agencies. ~~Additional inspection(s) testing and ongoing maintenance may be required upon transfer of the Property.~~



**RIGHT TO CURE REGARDING CONTINGENCIES AT LINES 23, 37, 46 & 53**

Each contingency selected above (floating, well water, well system or private sanitary system (POWTS)) shall be deemed satisfied unless Buyer, within five days of the earlier of: 1) Buyer's Actual Receipt of the applicable testing, water, well or sanitary system report(s) or 2) the deadline for delivery of said report(s), delivers to Seller, a copy of the report(s) and a written notice identifying the Defect(s) to which Buyer objects or 3) the deadline for delivery of said report(s), and Seller was to provide report(s) and report(s) were not delivered, Buyer delivers to Seller a written notice to terminate. If Seller was granted the right to cure in a contingency above Seller may satisfy the contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within three days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of Notice of Defects and written inspection report(s) and: (1) Seller does not have the right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure. For the purposes of this contingency, Defect is defined per the Offer. Cures of Defects in POWTS may be accomplished only by repairing the current POWTS system or by replacing the current POWTS system with the same type of system which meets the applicable standard stated above, unless otherwise agreed to in writing.

**CITY LETTERS** No later than closing, Seller shall provide Buyer written verification of paid real property taxes, contemplated and/or outstanding special assessments and balances due for municipal utilities.

**INCLUSION OF OPTIONAL PROVISIONS** For optional provisions in the Offer (and any addenda) which require a box to be checked which have not been marked "x/a" or stricken in their entirety, if any blank within any part of the optional provision has been filled in (by handwriting or by typing), then it shall be as if the appropriate box was also checked thus including said optional provision within the Offer.

**ABANDONED WELLS** If there is an abandoned well on the Property, Seller shall, prior to closing, close the well at Seller's expense and provide Buyer with documentation of closure in compliance with applicable codes or provide Buyer with documentation evidencing that the well has been previously closed in compliance with the applicable codes in effect at the time of closure.

**SHARED WELL AGREEMENT** If the well providing drinking water to the Property is a private shared well Seller shall, at Seller's expense, provide Buyer with a copy of a shared well agreement (Agreement) which provides standards for operation, maintenance and use of the shared well for residential purposes no later than fifteen (15) days prior to closing. Unless this sentence is stricken the Agreement shall provide for the prorata cost sharing for all parcels included in the Agreement. If the Agreement has not already been recorded, it shall be provided in recordable form, with recording fees to be Seller's expense at closing.

**AREA CONDITIONS** Properties are affected by existing and proposed conditions and services in the area surrounding the property. Existing and future residential, recreational, commercial and/or industrial development, road and/or freeway construction, sewer or water or other public utility construction, area wide reassessments and/or airport expansion may affect the Property. Buyer is aware that properties near airports, highways, industrial developments, farms, etc. may be affected by noise or odors. Buyer is aware that major public works projects such as sewer construction or water treatment facility development have been reported in the media and may increase future real estate taxes and/or sewer use fees. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has reviewed Seller's and firms' representations regarding known conditions and has become familiar with the area surrounding the Property and has investigated future proposed developments, consulted with local municipal officials, including the assessor's office as needed and is satisfied with current and proposed area conditions.

**INSPECTIONS, TESTS, APPRAISALS, AND OPINIONS** Real estate agents may furnish a list of independent inspectors/testers to the Parties. Unless provided in writing, no representations have been made as to the competency of the inspectors/testers. The Party designated as responsible for obtaining an inspection/test shall be solely responsible for determining the qualifications of the inspector/tester. In the event any inspection or test is ordered on behalf of the Parties by a firm in the transaction, the Parties agree to hold the firm harmless for any damages or liability resulting from the inspection or test, other than that caused by the firms' negligence or intentional wrongdoing. Buyer may receive copies of certain inspection, test, appraisal or other reports prepared for other persons. Buyer should carefully review these reports to determine the age of the report, the purpose for which they were prepared, and the standards of practice followed by the individual preparing the report. It is recommended that Buyer have the Property inspected by a professional inspector or other qualified independent inspector.

**PROPERTY CONDITIONS** Parties are aware that news media and other public information sources indicate that asbestos, mold, lead-based paint, lead in drinking water, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water supplies can cause serious health hazards. Unless otherwise disclosed in writing, Seller represents that to the best of Seller's knowledge the Property does not contain asbestos, lead-based paint, or unhealthy concentrations of mold, radon gas, lead, radium or other toxic or harmful substances or chemicals. A number of communities report that elevated levels of radium may be present in the municipal water supply. Buyer agrees to obtain expert independent third party inspections and tests to determine if any material property conditions/defects exist on the Property. Buyer must include contingencies in this Offer for any inspections or tests which Buyer shall have performed. Past flooding, water leakage or excessive dampness may result in excessive mold growth which may present health risks. If there is any information or evidence of excessive moisture in the Property, Buyer is encouraged to consult with the appropriate mold experts and to inspect and test the Property for unsafe mold levels. Buyer acknowledges that Buyer has made such independent inquiries as Buyer deemed necessary concerning any factors material to the Property or the transaction. Buyer acknowledges that in purchasing this Property the Buyer has relied on Buyer's independent inspection and analysis of the Property and upon the statements, disclosures and representations contained in this Offer, in any Seller's disclosure report, and in any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this transaction have made any representations concerning the Property or the transaction other than those stated in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing, nor has any real estate agent made any statement purporting to be based on personal knowledge unless the same is specifically set forth in this Offer, incorporated into this Offer by reference, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real estate agent offered to verify the accuracy of any of Seller's or other third party's statements, disclosures and representations contained in this Offer unless the request is specifically set forth in this Offer.

**UNDERGROUND STORAGE TANKS AND BASEMENT FUEL OIL TANKS** If Seller has notice or knowledge of an underground storage tank or basement or above ground fuel tank on the Property, or if one is discovered prior to closing, Seller shall, prior to closing, deliver to Buyer written confirmation that the tank, related components and procedures relating to upgrading and/or closure are in full compliance with all federal, state and local regulations. Seller's written confirmation shall include a copy of any applicable contractor's closure report and any required Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) registration. It is Buyer's sole responsibility to re-register in his or her name any underground storage tanks remaining in use upon the Property after close of sale and to comply with applicable DATCP and Wisconsin Administrative Code requirements (For more visit [datcp.wi.gov/consumer](http://datcp.wi.gov/consumer)).

**NOTE: Removal of most residential basement fuel oil tanks is not required under state law.**

**SURVEY** Unless a current survey has been provided to Buyer, the location and size of easements, improvements, lot lines and possible encroachments have not been verified and firm recommends that Buyer investigate these items by obtaining a current survey.



**128 INFORMATION ON PROMOTIONAL MATERIALS** Buyer understands that the information which is contained in the Multiple Listing Service Data sheets and  
 129 additional promotional materials is obtained from a number of different sources and which has not been independently verified or confirmed by the various real  
 130 estate firms and agents who have been and are involved in this transaction. If any particular measurement or data element is important or material to Buyer,  
 131 Buyer assumes all responsibility and liability to research, verify and confirm said data element and measurement. Further, Buyer affirmatively represents  
 132 and confirms that as to any particular measurement or data element which was or is important or material to Buyer as an inducement for the purchase by Buyer,  
 133 Buyer has independently confirmed and/or verified the accuracy of said particular measurement or data element.

**134 ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS, NON-CONFORMING PROPERTY AND BUILDING PERMITS** Municipal zoning and  
 135 building restrictions affect the use of the Property, and comprehensive plans may affect the future use or value of the Property by influencing future development in  
 136 the municipality. Buyer is informed that many properties, including those in the shoreland area, are considered legal non-conforming properties which no longer  
 137 conform to current zoning due to changing building regulations, restrictions, and lot size requirements. This may affect Buyer's ability to build, rebuild, remodel,  
 138 replace, enlarge or use an existing structure (consider special hazard insurance if Property is considered legal non-conforming). Buyer is encouraged to take  
 139 necessary steps to obtain an endorsement to or modification of Buyer's homeowner's insurance for protection. Firms and agents are neither required to investigate  
 140 independently whether the required building permits have been obtained, zoning and building restrictions, comprehensive plans and non-conforming property  
 141 status nor to determine any financial consequence to Buyer for lack of required building permits or any zoning, building restrictions, comprehensive plans or non-  
 142 conforming property status. If this Property is damaged or destroyed, the governing community may, in some cases, restrict or prohibit the reconstruction without a  
 143 zoning or use variance. Buyer is advised to check with the applicable municipal authorities regarding existing zoning, shoreland zoning, and building restrictions,  
 144 possible comprehensive plans, and building permits, if these issues are material to Buyer's decision to purchase. Further, Buyer is informed that some  
 145 municipalities may have inaccurate and inconsistent documentation which may include, but is not limited to, pre-1976 properties in the City of West Allis. Buyer  
 146 assumes all responsibility and liability to research, verify and confirm any of this information.

**147 SANITARY DISTRICT SEWER CONSTRUCTION** Buyer is informed that the Property may be located within an established sanitary district. Buyer may be  
 148 subject to taxes, special assessments or other charges for sewer planning or construction, user fees and related costs. Buyer is encouraged to contact officials of  
 149 the sanitary district to inquire about such costs.

**150 FLOODPLAINS/WETLANDS** Buyer is aware that the floodplain and wetland maps referred to in the Offer lack detail, are difficult to interpret, and may not be  
 151 accurate. Buyer is encouraged to personally examine such maps or consult with appropriate government officials to verify their accuracy or applicability, if such  
 152 information is material to Buyer's decision to purchase.

**153 ACTUAL RECEIPT DEFINITION** "Actual Receipt" of a notice shall occur on the earlier of (1) at the time the notice is personally delivered to the Party (NOTE:  
 154 Delivery may be made by either listing or selling firm); (2) at 5:00 p.m. on the day the Party signs for delivery of the notice by (a) certified mail, return receipt  
 155 requested or by (b) commercial delivery service which receives the signature of Party on delivery; or (3) at any other time the Party acknowledges in writing that  
 156 they have received the notice.

**157 INSURANCE PROVISIONS**

158 • **Building Materials/Insurability:** News Media and other public information indicate that certain building materials, such as synthetic stucco and wood composite  
 159 exterior house siding, have been associated with moisture/mold related problems. The presence of these materials may affect the health of occupants, the life  
 160 expectancy of the building and the insurability of the Property. The claims history of the Property and the condition of the Property may increase homeowner's  
 161 insurance premiums or make the Property uninsurable (other than the Wisconsin Insurance Plan). Seller agrees to provide representatives of Buyer's insurance  
 162 company access to the Property for inspection purposes at reasonable times upon reasonable notice. Buyer's credit history, insurability rating, lifestyle (e.g. large  
 163 dogs), etc. may also increase Buyer's homeowner's insurance premiums or prevent the Buyer from obtaining homeowner's insurance (other than the Wisconsin  
 164 Insurance Plan). Buyer agrees to address these issues with an insurance expert and Buyer's lender and to apply for insurance coverage promptly to ensure that  
 165 insurance coverage is available at the time of closing. The Parties acknowledge that real estate licensees are not experts with respect to construction techniques,  
 166 building materials or homeowner's insurance and the Parties agree to consult and rely on the opinions of appropriate experts.

167 • **Electric Service:** Buyer and Seller are aware that if a property has tube or aluminum wiring or if a property's electrical service uses fuses or is less  
 168 than 100 amps, lenders and homeowners insurance companies may require that the service be upgraded to no less than a 100 amp circuit breaker  
 169 service and may require that any tube or aluminum wiring be replaced with wiring consistent with current code.

170 • **Flood Insurance:** Buyer is aware that Buyer's lender may require, or in the future will require Buyer to purchase flood insurance in connection with the  
 171 purchase of this Property. The National Flood Insurance Program provides for the availability of flood insurance but also establishes flood insurance policy  
 172 premiums based on the risk of flooding in the areas where properties are located. Those premiums are subject to change for reasons including but not limited to,  
 173 law changes which may result in substantial amounts as compared with premiums previously charged for flood insurance for the Property. Buyer is encouraged to  
 174 consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage and costs. Buyer acknowledges that premiums are  
 175 likely to be required to purchase such insurance and said premiums may increase in the future. Buyer is aware that premiums previously paid for flood insurance  
 176 on this Property may not be an accurate indication of premiums charged after purchase of this property.

**177 RENTAL PROPERTY ORDINANCES** The City of Milwaukee requires a registration form and fee of residential rental properties (with some exceptions) within 15  
 178 days of the conveyance. Buyer must file a registration form and pay a fee within 15 days of conveyance. Seller must file a seller notification form within 15 days of  
 179 the conveyance. The City of West Allis requires a fee and current property owner registration when the tax mail-to address is different than the property address.  
 180 Contact (414) 302-8400 for more information. Penalties exist for non-compliance.

**181 LEAD WATER SERVICE LINES ORDINANCE(S)** The City of Milwaukee requires the property owner to pay for the replacement of privately-owned portions of  
 182 lead water service lines whenever the following occurs: 1) a leak or failure has been discovered in the service line or 2) when the publicly owned segment of the  
 183 service line is replaced on a planned or emergency basis. The City offers special assessment financing if certain circumstances exist and properties with 1-4  
 184 dwellings may be eligible for a city cost-share. Contact the Milwaukee Water Works, [www.milwaukee.gov/water](http://www.milwaukee.gov/water) or (414) 286-2830 and  
 185 <http://city.milwaukee.gov/WaterQuality/Lead-Awareness-and-Drinking-Water-Safety.htm#WI07AxxrLc> for more information. Other communities may have same  
 186 or similar types of property owner obligations relating to lead water service lines. Buyer acknowledges that if material to Buyer's decision to purchase Buyer has  
 187 reviewed known conditions and has investigated or, consulted with local municipal officials, as needed.

**188 CONFLICTING PROVISIONS** Should any provision of this Addendum be in conflict with any provision of the Offer or any other addenda to this Offer, the  
 189 provisions of this Addendum shall prevail.





Property Address: Part of Tax Key No. MWKV1957997

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**FEDERAL VA AND FHA MORTGAGE** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for the purchase price. Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

**FEDERAL VA MORTGAGE:** (Buyer) (Seller) **STRIKE ONE** ("Seller" if neither is stricken) agrees to pay the entire funding fee not to exceed \_\_\_\_\_ % ("0%" if left blank) of the mortgage amount.

**NOTE:** Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

**WAIVER OF FINANCING CONTINGENCY** If Buyer waives the financing contingency making this a cash offer and, within \_\_\_\_\_ day(s) ("7" if left blank) of the delivery of the notice of the waiver of financing contingency, Buyer delivers written verification from a financial institution or a third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close this transaction which are not contingent on the sale of Buyer's property, Seller agrees to waive Seller's rights under the financing contingency. Delivery of a loan commitment is considered written verification of sufficient funds to close if loan commitment is not contingent on the sale of Buyer's property and Buyer provides written verification confirming sufficient funds for the amount by which the sales price exceeds the amount of the loan commitment.

**HOME WARRANTY PROGRAM:** A limited home warranty plan shall be included, effective on the date of closing, and shall be for a term of one year provided that the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_. The cost of the warranty will be paid by the (Seller) (Buyer) **STRIKE ONE** ("Seller" if neither is stricken) at closing. The warranty plan will be ordered by the (Listing) (selling) **STRIKE ONE** firm ("listing" if neither is stricken). Buyer is advised that a home inspection may detect pre-existing conditions which may not be covered under the warranty plan. **NOTE:** Buyer has been informed of the availability of a limited home warranty plan.

**SELLER'S CONTRIBUTION:** Seller shall give Buyer a loan cost credit and/or pre-payables at closing in the amount of \$ \_\_\_\_\_ ("0" if left blank) to assist Buyer in purchasing the Property. Any funds not applied as a loan cost credit and/or pre-payable shall be credited back to Seller at closing. This is exclusive of any loan fees indicated on the Offer.

**ASSOCIATION FEE:** Buyer acknowledges the association fee of \$ \_\_\_\_\_ ("0" if left blank) per \_\_\_\_\_.

**READING/UNDERSTANDING** By initiating below, all Parties acknowledge receipt of a copy of this Addendum and that he or she has read all pages of this Addendum, the Offer and any other documents incorporated into the Offer.

**ADDENDUM PROVISIONS** Buyer and Seller are advised that this Addendum contains provisions that may not be appropriate in all transactions. No representation is made that the provisions of this Addendum are appropriate, adequate or legally sufficient for any specific transaction. Buyer and Seller are encouraged to consult with their own legal counsel regarding the provisions of the Offer and this Addendum.

**ADDENDA:** The following contingencies and provisions are included in this Offer as an addendum only if there is an "X" in the box in front of the "Addendum Topic." The text of the addendum will be found in the addendum which is made a part of this Offer.

| Addendum Topic                            | Label                    | Addendum Topic              | Label                    |
|---|--------------------------|-----------------------------|--------------------------|
| <input type="checkbox"/> LEAD BASED PAINT | <input type="checkbox"/> | <input type="checkbox"/> SO | <input type="checkbox"/> |
| <input type="checkbox"/> OCCUPANCY        | <input type="checkbox"/> |                             |                          |
| <input type="checkbox"/> RENTAL PROPERTY  | <input type="checkbox"/> |                             |                          |

**ADDITIONAL CONTINGENCY:** This Offer is contingent upon \_\_\_\_\_

\_\_\_\_\_ on or before \_\_\_\_\_ in the event \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer may, at Buyer's option, terminate this Offer by written notice delivered to Seller within three (3) days after the Deadline stated on line 219. Should Buyer fail to notify Seller, Buyer shall be deemed to have waived this contingency.

**ADDITIONAL PROVISIONS** \_\_\_\_\_

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To facilitate lender preparation of the Closing Disclosure:

Name of Firm for Buyer Attorney Tim Voeller Name of Firm for Seller RE/MAX Realty 100

Company Address 1839 Meadow Lane, Ste A Company Address 14540 W Greenfield Ave Brookfield WI

Firm License No. Pewaukee, WI 53072 Firm License No. 833837-91

Selling Agent's Name \_\_\_\_\_ Listing Agent's Name Barbara Slane

License No. \_\_\_\_\_ License No. 66069-94

Email address tvoller@belinsk.com Email address barbaraislane@gmail.com

Telephone No. 262-574-4053 Telephone No. (262) 893-9982

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# **EXHIBIT D**

## **RECAPTURE AGREEMENT**

THIS RECAPTURE AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Bielinski Homes, Inc. ("Bielinski") and the Family Trust created under Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005 ("Chapman").

### **WITNESSETH:**

WHEREAS, Bielinski has entered into an offer to purchase certain lands from Chapman and such offer requires Bielinski to engineer and construct a 355 foot long road (with sewer, water and storm sewer installations) connecting the existing Chapman Farms Boulevard to the lands to be purchased by Bielinski ("Road Extension") but is also subject to Bielinski negotiating a recapture agreement with the Village of Mukwonago regarding the costs for the Road Extension; and

WHEREAS, the Village of Mukwonago has denied Bielinski's request to participate in a recapture agreement for the Road Extension; and

WHEREAS, Chapman owns real estate located to the north and south of the Road Extension described as Lots 1 and 2 of CSM \_\_\_\_\_ located in the Southwest ¼ of the Northwest ¼ of Section 23, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin (collectively, the "Benefitting Properties" but shall be referred to as "Lot 1" and "Lot 2" respectively); and

WHEREAS, Bielinski and Chapman wish to enter into this Agreement to have the Road Extension completed and a recapture agreement in place for the Road Extension; and

WHEREAS, Bielinski and Chapman represent and warrant that they are freely and voluntarily entering into this Agreement; and

WHEREAS, by their entry into this Agreement, Bielinski and Chapman hereby irrevocably stipulate and represent that the cost allocation and reimbursement methods set forth herein are fair, equitable and reasonable; and

WHEREAS, Bielinski and Chapman covenant not to sue each other, its officers, agents or employees for any loss or damage of any kind arising out of or related to the allocation of costs and expenses.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals, including all stipulations, representations and warranties contained therein, are hereby incorporated by reference and made a part of the terms of this Agreement.

2. Construction of Road Extension. Bielinski shall construct the Road Extension, all in accordance with the requirements of the Village of Mukwonago and construction plans approved by the Village of Mukwonago. The total cost for the Road Extension ("Total Cost") shall include the construction cost of the road extension construction, sanitary sewer, water and storm sewer, including engineering fees, construction administration, Village of Mukwonago administration expenses, and staking fees and for purposes of this Recapture



Agreement shall be \$350,000.

3. Payment of Cost. Bielinski shall pay 100% of the Total Cost to perform the Road Extension as defined above. Notwithstanding Bielinski's payment of the Total Cost, Chapman agrees to share in the Total Cost as provided herein.

4. Allocation of Costs. The allocation of the cost of constructing the aforementioned Road Extension between Bielinski and the Benefited Properties is set forth below:

Lot 1 - \$150,000.00 ("Lot 1 Cost")  
Lot 2 - \$150,000.00 ("Lot 2 Cost")  
Bielinski - \$50,000.00 ("Bielinski Cost")

9. Recapture of Costs. This Recapture Agreement shall be recorded against the Benefited Properties to ensure that the Lot 1 Cost and Lot 2 Cost are remitted to Bielinski within five (5) days of any one of the following occurrences:

A. The final platting, including the approval of a certified survey map by the Village of Mukwonago, of any portion of the Benefited Properties;

B. A sale or other transfer of ownership of any portion of the Benefited Properties excepting transfers under foreclosure, by deed in lieu of foreclosure, or by will, descent or survivorship; or

C. Upon connection to the Village of Mukwonago municipal water and/or sanitary sewer system by any portion of the Benefited Properties.

The Lot 1 Cost and Lot 2 Cost shall be deferred until one of the aforementioned events occurs to the respective parcel, at which time the respective cost shall become due and payable to Bielinski. Any such deferment of payment of costs to Bielinski shall accrue 6% simple interest annually from the date the Village of Mukwonago accepts the dedication of the Road Extension until the date paid to Bielinski. The Bielinski Cost shall remain the responsibility of Bielinski.

10. Enforcement of Agreement. This Recapture Agreement shall be enforced through the Circuit Court for Waukesha County under Wisconsin law; however, nothing herein shall limit the parties through mutual agreement to consent to any issue being resolved by written agreement of the affected parties or through mediation or arbitration. The prevailing party in any action to enforce this Recapture Agreement shall be entitled to their attorneys' fees and any other costs, expenses and/or fees associated with the enforcement action.

11. Severable Provisions. In the event any provision of this Recapture Agreement or any part thereof is held by a court of competent jurisdiction to be invalid or ineffective, the remaining provisions of this Recapture Agreement shall remain in full force and effect, and the parties shall meet as soon as practicable and use their best efforts to reach an alternative agreement with respect to the invalid or ineffective provisions to accomplish the intent of this Recapture Agreement.

12. Complete Agreement. This Recapture Agreement shall constitute the complete agreement of the parties with respect to the matters covered by this Recapture Agreement.



No agreements, promises or representations made during or in connection with the negotiations for or approval of this Recapture Agreement shall be binding or effective unless they are included herein.

13. No Waiver. The failure of any party to require strict performance of any provision of this Recapture Agreement shall not constitute a waiver of the provisions of that party's rights under this Agreement. Rights and obligations under this Recapture Agreement may only be waived or modified in writing. If an obligation of a party is being waived or released, the writing must be signed by all affected parties. Waiver of one right or release of one obligation will not constitute a waiver or release of any other right or obligation of any party. Waivers and releases will affect only the specific right or obligation waived or released and will not affect the rights or obligations of any other party that did not sign the waiver or release.

14. No Third Party Beneficiary. This Recapture Agreement is intended to be solely between and among the parties to this Recapture Agreement. Nothing in this Recapture Agreement grants any third party beneficiary rights to any non-party that may be enforced by any non-party to this Recapture Agreement. Each of the parties represents and warrants that the individual signing on behalf of each party has been duly authorized to enter into this Recapture Agreement.

15. Miscellaneous Provisions.

A. Agreement Construction. The parties acknowledge and represent that this Recapture Agreement has been the subject of negotiation by all parties, that all parties together shall be construed to be the drafter hereof notwithstanding the name listed below the acknowledgements, and this Recapture Agreement shall not be construed against any party individually as drafter.

B. Legal Relationship. Nothing in this Recapture Agreement shall be construed to create an employer/employee relationship, joint employer, joint venture, partnership relationship, or principal/agent relationship.

C. Survival. All agreements, representations, covenants and warranties made herein shall survive the execution of this Recapture Agreement. This Recapture Agreement shall be binding upon the parties and their respective successors and assigns.

This Recapture Agreement is made and entered into as of the date first above written.

BIELINSKI HOMES, INC.

FAMILY TRUST CREATED UNDER ARTICLE VII OF  
THE ROGER W. CHAPMAN AND FERN L. CHAPMAN  
JOINT REVOCABLE TRUST DATED  
SEPTEMBER 21, 2005

By: \_\_\_\_\_  
Frank Bielinski, Vice President

By: \_\_\_\_\_  
Michael A. Chapman, Trustee



### ACKNOWLEDGMENTS

STATE OF WISCONSIN     )  
                                      ) SS  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named Frank Bielinski, as the Vice President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledge the same.

\_\_\_\_\_  
Timothy J. Voeller  
Notary Public, State of Wisconsin  
My Commission is permanent.

STATE OF WISCONSIN     )  
                                      ) SS  
COUNTY OF WAUKESHA    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2018, the above named Michael A. Chapman, as the Trustee of B the Family Trust created under Article VII of the Roger W. Chapman and Fern L. Chapman Joint Revocable Trust dated September 21, 2005, to me known to be the person who executed the foregoing instrument in such capacity and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_.

This instrument drafted by:  
Timothy J. Voeller, Esq.  
Bielinski Homes, Inc.



## MINUTES OF THE REGULAR VILLAGE BOARD MEETING

### Wednesday, September 18, 2019

#### Call to Order

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

#### Roll Call

Board Members present: Eric Brill  
Jim Decker  
Darlene Johnson  
Jay Vermeulen  
Roger Walsh  
Jason Wamser  
Fred Winchowky, Village President

#### Also present:

John Weidl, Village Administrator  
Ron Bittner, Public Works Director  
Mark Blum, Village Attorney  
Dave Brown, Utilities Director  
Diana Dykstra, Clerk-Treasurer  
Diana Doherty, Finance Director  
Ben Kohout, Village Planner  
Bob Harley, Building Inspector  
Dan Streit, Police Lt.  
Jerad Wegner, Village Engineer

#### Pledge of Allegiance

#### Closed Session

President Winchowky announced there will be 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 on the potential sale of land at the intersection of Boxhorn Dr. and Hill Ct. in the business park, negotiation of the Refuse and Recycling Contract, Amendment to Memorandum of Understanding with the Department of Transportation regarding the access to the Sommer/Pitts property, and pursuant to **Wis. Stats § 19.85 (1) (g)** (*Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation*) concerning the status of the Greenwald Family Limited Partnership vs. Village of Mukwonago litigation.

#### Comments from the Public

Sue Graczyk, 915 Kims Ln, commented she is opposed to the condo project asking to consider traffic problems and environmental impact.

Mike Slavison, 302 Lake St., expressed his concern for the amount of fill to be brought in and wonders if the retention pond is sized appropriately.

Jean Weedman, W343 59768 Red Brae Dr., is concerned with the impact on the river as they are part of the watershed.

Mark Wisinski, 433 Wahl Ave., has concerns with his ability to hunt, the loads of fill, and the wetlands.

Debb Jaeck, W300 S10317 Lakeside Dr., expressed concerns with the run off from the condos, riparian areas, and the lawn service which will use insecticides.

Carey Wisotzke, 539 Valhalla Dr., noted this is in her backyard and is opposed. She enjoys the deer and the cranes.



Tom Ridulfo, 605 Valhalla Dr., commented he has been there for three years and feels this will destroy the beautiful lands and is against it.

Nick Movrich, W310S9749 Hwy I, noted he is the principal owner of the property to the east of this development and would like to protect his land. He noted 10-12 acres are water, another 5 acres are in water, and only about 5 acres could be built on. He is opposed to this. There is turtle crossing, recognized environmental corridor and would like to see an environmental survey completed.

Laura Ellis, W309S10004 Hwy I, noted this property was in her family and she was told they could not build on it. It was sold and now it is buildable. She feels the village has taken her family property.

John Movrich, S99W30991 Cty Rd LO, noted he owns property to the west and is speaking for seven landowners around this property. He felt the notification was violated by Plan Commission, he received a copy of the notification and he wasn't on the list which violates section 100-901 regarding publications. Nadine Movrich, S99W30991 Cty Rd. LO, she was told the condo project was a senior living and now it is a 10-20 multi-family unit project. She feels it is unsafe.

Patrick Rickless, 230 Shore Drive, commented he is opposed to the project.

Faith Honkamp, W303S10255 Lakeview Dr., commented she is opposed to the project.

Fred Honkamp, W303S10255 Lakeview Dr., commented he is opposed to the development.

Alicia Rooker, 527 Brockway Dr., expressed concerns with the public hearing and the public being opposed to this development. She asked the officials to visit this property. She is opposed.

Dawn Marie Staccia, W360S9980 Markhan Rd., Eagle, was present to represent the Friends of Vernon Marsh. She asked officials to move slow on Phantom Lakes Preserve project and offered suggested requirements if the development occurs.

Arturo Napolis, 221 Shore Dr., expressed his opposition for the development project.

Lori Atkins, 221 Shore Dr., expressed her opposition to the development and would like to teach her children about the environment.

Bob Movrich, W310S9803 Hwy. I, commented he is opposed to this project.

Jake, 415 Lake St. commented his main concerns were with pesticide runs off and the natural buffer.

David Fabler, 815 Park View Lane, concerned with the process and master plan. He is opposed.

Carol Movrich, 310 Shore Dr., opposed to more condos.

Larry Ellis, corner of Hwy LO & I, is opposed to the condos.

Caroline Jagman, opposed.

Tim Granowski, commented he is opposed to the development.

Hearing no further comments public comments were closed at 7:14pm.

### **Consent Agenda**

Wamser/Johnson motion to remove from the consent agenda and table the recommendation to the Village Board to approve Fairwinds LLC Letter of Credit #01-128-487-78 reduction to \$313,874.00 for completion of work in Fairwinds Phase 5 as recommended by the Village Engineer to the next Board meeting. Unanimously carried.

Decker/Johnson motion to approve the following consent agenda items with the exception of Fairwinds LLC Letter of Credit reduction. Unanimously carried.

- A. Minutes of the August 21, 2019 regular Village Board meeting and September 4, 2019 Special Village Board meeting.

#### **B. Committee/Commission Business**

##### **Finance Committee, Trustee Vermeulen**

- 1) Vouchers payable AP payment batches in the amount of \$289,606.50
- 2) Recommend to the Village Board approval on the Request for Exemption from the Waukesha County Library Levy 2019 Tax for 2020 Purposes.
- 3) Recommend to the Village Board to approve the Payment of Chapman Farms Boulevard Final Pay Request in the amount of \$28,833.66



- 4) Recommend to the Village Board to approve Fairwinds LLC, Letter of Credit #01-128-487-77 elimination for completion of work in Fairwinds Phase I-IV, as recommended by the Village Engineer.

**Health and Recreation Committee, Trustee Decker**

- 1) Approval of a Special Event Permit Application for the Mukwonago Chamber of Commerce for Mukwonago Fall Fest on September 21, 2019, which includes a Temporary Class "B" Retailer's License to sell fermented malt beverages.

**Public Works Committee, Trustee Wamser**

- 1) Approval and award of the 2019 Street Rehabilitation Contract to Parking Lot Maintenance Inc. in the amount of \$156,585
- 2) Approval of a Purchase Requisition to Mendoza Concrete to remove and replace 2,154 sq ft. of concrete sidewalk in the amount of \$23,694.
- 3) Approval of DPW's request for a December 1, 2019 hiring of a crewperson to replace a retiring staff member.

**New Business**

**Finance Committee, Trustee Vermeulen**

**Vouchers Payable AP batches in the amount of \$856,832.87**

Vermeulen/Johnson motion to approve Vouchers Payable AP batches in the amount of \$856,832.87. Unanimously carried.

**Set date for Joint Fire Department Budget Meeting with Town of Mukwonago.**

It was noted the date is tentatively set for September 24, 2019 at 6:00pm, however the Town will need to confirm.

**Set date for potential budget workshop for the Village.**

The date for Budget Workshop in the Village will be October 3, 2019 at 5:30pm.

**Resolution 2019-42 An Existing Employer Update Resolution for the Wisconsin Public Employer's Group Health Insurance Program.**

Vermeulen/Decker motion to approve **Resolution 2019-42** An Existing Employer Update Resolution for the Wisconsin Public Employer's Group Health Insurance Program. Unanimously carried.

**Planning Commission**

**Ordinance 966 to Approve a Zoning District Boundary Change (rezoning) from A-1 Agricultural District with existing Floodplain Overlay, to R-5 Low Density Multi-Family Residential District with existing Floodplain Overlay for Vacant property on the South Side of County Highway LO, approx. 700 feet East of County Highway I, on behalf of Greg Petruski of Infinity Development, LLC. "Phantom Lakes Preserve" Tax Keys: MUKV 1979992 AND MUKV 1979991.**

Decker/Brill motion to approve.

It was clarified this is solely for the rezoning of the property. Planner Kohout referred to his staff report with conditions established by the Planning Commission. Administrator Weidl confirmed the future land use in the 2016 Comprehensive Plan Amendment is in conformance with this request. He noted the Board is obligated to approve the zoning if it complies with the comprehensive plan.



Trustee Walsh thanked the Plan Commission for allowing the public to speak at their meeting and felt public comment should be allowed at each plan commission meeting.

Planner Kohout confirmed most of the concerns that he has heard have all been addressed in the conditions in the resolution with the site plan.

**Roll Call:** “Yes” Brill, Decker, Vermeulen, Wamser, Winchowky. “No” Trustees Johnson, and Walsh. Motion carried.

**Resolution 2019-043 to Approve a Site Plan and Architectural Review as a Conditional Use for Planned Unit Overlay District Proposal (PUD) for Vacant property on the South Side of County Highway LO, approx. 700 feet East of County Highway I, on behalf of Greg Petruski of Infinity Development, LLC. “Phantom Lakes Preserve” Tax Keys: MUKV 1979992 AND MUKV 1979991. Proposal is for ten (10) side by side condominiums (duplexes) for 20 total units sharing a private cul de sac drive.**

Decker/Brill motion to approve

Planner Kohout reviewed his report on this project. He explained he spoke to the DNR regarding the fill and the US Army Corp of Engineers provided their approval. Further, they are observing the setback, and the density is in compliance with the code. There will be a private cul de sac drive paid for and maintained by the developer and condo declarations regarding stormwater management and detention where costs are born by the association. Staff recommended approval with nine conditions.

Attorney Blum noted that during public comment there were concerns for pesticides and protective species, which are both not in the jurisdiction to control of this body, however, they could ask for conditions for those respective items.

Decker/Brill agree to modify their original motion to include two additional restrictions; The Developer shall follow any requirements of DNR or other governmental bodies with jurisdiction regarding the identification, and protection of habitat, or protected species; and The owners of the property shall follow all requirements of the EPA or DNR concerning the application of any fertilizers or pesticides on the property.

Planner Kohout read the following conditions placed on approval:

1. Site Plan and Architectural Review approval for the ten duplex development commonly referred to as “Phantom Lake Preserve” shall be subject to all plans and information submitted for the application by Infinity Development, LLC., dated August 2, 2019, with all plans and information on file in the office of the Zoning Administrator. The plans may be further modified to conform to other conditions of approval; the site and construction drawings may be modified with the approval of the Village Engineer and other Village staff, the building and floor plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
2. PUD, Site Plan and Architectural approval are valid for a period of one (1) year from date of Village Board approval. A new application and subsequent required filings as required by ordinance shall be submitted for consideration if no building permit is applied for during said time frame.
3. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the following shall occur:
  - a. All final site development plans shall be consistent with the plans noted on Conditions No. 1 or as modified.



- b. Approval by the Village Board of a Developer's Agreement and a Storm Water Maintenance Agreement.
  - c. Village Board acceptance of any necessary utility easements prepared by the applicant.
  - d. Final Written approval from the Waukesha County Highway Department for county highway access.
  - e. Village Staff to review and approve design of a pedestrian trail extending the width of the property frontage within right of way, to eventually connect to the East, or on the private property, with an easement granted to the Village of perpetual trail easement.
  - f. Approval of site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox Box and notification requirements, internal fire suppression, external fire department connection location, hydrant locations.
  - g. Approval of building plans by the Building Inspector after receipt of approval of building plans by the State of Wisconsin.
  - h. The Village Engineer, the Utilities Director and the Public Works Director shall approve all site engineering and utility plans and documents, including a complete Erosion Control Plan.
  - i. Approval by the Police Chief of placement and type of traffic control signs and any pavement striping.
  - j. Approval of a final landscaping plan and exterior lighting cut sheets plan by the Zoning Administrator.
  - k. The holding of a pre-construction meeting between the applicant, applicant's engineer and contractors and applicable Village staff.
  - l. All require review fees and charges due to the Village of Mukwonago shall be paid.
4. Prior to temporary occupancy issuance, and if needed, prior to final occupancy permit for any of the ten buildings, the following shall occur:
- a. Completion of all site grading and storm water management facilities in accordance with submitted plans.
  - b. Completion of the building in accordance with approved plans and all applicable codes.
  - c. Completion of paving of driveways leading from the private drive from the intersection with CTH LO to adjacent to the building.
  - d. Connection of the building to sanitary sewer and a public water supply.
5. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit for any of the ten buildings, the following shall occur:
- a. Completion of all items required in Condition No. 3.
  - b. Completion of final paving of the private drive and striping to be completed as indicated on the site plan.
  - c. Installation of all site landscaping as shown on approved plans.
6. The private drive shall always be properly maintained to allow clear accessibility for emergency vehicles.
7. The entire site shall always be properly maintained, kept clear of debris. All landscaping shall always be property maintained; dead or diseased planting shall be replaced within the next appropriate planting season.
8. The applicant shall install no parking signs along one side of the private drive, unless requested by the Fire Chief and/or Police Chief.



9. Any sign for the development shall comply with requirements of Chapter 64 of Village Municipal Code (Sign Code).
10. The developer shall follow any requirements of DNR or other governmental bodies with jurisdiction regarding the identification, and protection of habitat, of protected species.
11. The owners of the property shall follow all requirements of the EPA or DNR concerning the application of any fertilizers or pesticides on the property.

#### **Roll Call**

"Yes" Brill, Decker, Wamser, Winchowky. "No" Johnson, Vermeulen, Walsh.  
Motion carried 4-3.

#### **Public Works Committee, Trustee Wamser**

##### **Well 3 pump improvements and repairs approval and contract award to Water Well Solutions Service Group, Inc for the sum of \$238,810.00.**

Wamser/Decker motion to approve Well 3 pump improvements and repairs approval and contract award to Water Well Solutions Service Group, Inc for the sum of \$238,810.00. Unanimously carried.

##### **Letter of Credit No. 0159597277 reduction for C&H Wolf Run LLC (Verizon Development) to \$2,500.**

Wamser/Decker motion to approve Letter of Credit No. 0159597277 reduction for C&H Wolf Run LLC (Verizon Development) to \$2,500. Unanimously carried.

##### **Purchase Requisition for Field and Indianhead Park play structures with Lee Recreation LLC in the amount of \$185,435.**

Wamser/Decker motion to approve the Purchase Requisition for Field and Indianhead Park play structures with Lee Recreation LLC in the amount of \$185,435. Unanimously carried.

##### **Purchase Requisition for Miniwaukan and Minor Park play structures with Boland Recreation in the amount of \$128,070.**

Wamser/Decker motion to approve the Purchase Requisition for Miniwaukan and Minor Park play structures with Boland Recreation in the amount of \$128,070. Unanimously carried.

#### **Protective Services, Eric Brill**

##### **Fire Department Operational Study recommendation**

Fire Department Operational Study recommendation was requested to be placed on the next agenda, it was not ready for the Committee.

#### **Police Report**

August Police Report was placed on file.

#### **Village Administrator**

##### **Accept letter from Mukwonago Policeman's Association to participate in negotiations, and appointment of the Primary and Alternate to the Negotiation Committee, pursuant to the Negotiation Policy for the Village of Mukwonago.**

Administrator Weidl noted it is Village Policy to pick a primary and alternate for the negotiation committee.

Decker/Vermuelen motion to appoint Darlene Johnson and Eric Brill to the negotiating committee. Unanimously carried.



## **Village President**

President Winchowky announced Trick or Treat Hours will be October 27, 2019 from 4pm to 6pm.

President Winchowky noted the street name dedication for Hill Court will be October 16, 2019 at 5:30pm in honor of Dick Hill.

## **Closed Session**

Wamser/Vermeulen motion to 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 on the potential sale of land at the intersection of Boxhorn Dr. and Hill Ct. in the business park, negotiation of the Refuse and Recycling Contract, Amendment to Memorandum of Understanding with the Department of Transportation regarding the access to the Sommer/Pitts property, and pursuant to **Wis. Stats § 19.85 (1) (g)** (*Conferring with legal counsel who either orally or in writing will advise governmental body on strategy to be adopted with respect to current or likely litigation*) concerning the status of the Greenwald Family Limited Partnership vs. Village of Mukwonago litigation at 8:03pm.

Roll Call: "Yes" Trustees Brill, Decker, Johnson, Vermeulen, Walsh, Wamser, Winchowky.

Decker/Johnson motion to reconvene into open session pursuant to Wis. Stats. **§19.85(2)** at 8:40pm. Roll Call: "Yes" Trustees Brill, Decker, Johnson, Vermeulen, Walsh, Wamser, Winchowky.

## **Approval of quit claim deed to convey land acquired for DeBack Drive to the Greenwald Family Limited Partnership.**

Decker/Johnson motion to approve quit claim deed to convey land acquired for DeBack Drive to the Greenwald Family Limited Partnership. Unanimously carried.

## **Approval of Amendment to Memorandum of Understanding with the Department of Transportation regarding the access to the Sommer/Pitts property.**

Decker/Wamser motion to approve Amendment to Memorandum of Understanding with the Department of Transportation regarding the access to the Sommer/Pitts property. Roll call "Yes" Trustees Brill, Decker, Johnson, Vermeulen, Wamser, and Winchowky. "No" Trustee Walsh. Motion carried.

## **Adjournment**

Meeting adjourned at 8:42pm.

Respectfully Submitted,

Diana A. Dykstra, CMC  
Clerk-Treasurer



**MINUTES OF THE SPECIAL VILLAGE BOARD MEETING  
JOINT MEETING WITH THE TOWN OF MUKWONAGO BOARD  
Tuesday, September 24, 2019**

**Call to Order**

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

**Roll Call**

Village Board Members present: Fred Winchowky, Village President

Eric Brill

Jim Decker

Roger Walsh

Jason Wamser

Excused: Trustees Darlene Johnson, and Jay Vermeulen

Town Supervisors present: Lyle Boucher

Peter Topczewski, Town Chairperson

Richard Wrasman

Excused: Supervisors Gail Yerke, and Kay Clabault

Also present:

Diana Dykstra., Village Clerk-Treasurer

Diana Doherty, Village Finance Director

Kathy Karalewitz, Town Administrator/Clerk-Treasurer

Jeff Stien, Fire Chief

John Weidl, Village Administrator/Economic Development Director

**Comments from the Public**

There were no comments from the public.

**New Business**

**Fire Department 2020 Operational Budget**

Chief Stien reviewed the Budget materials. Fee increases were reviewed and .6% of residents are affected by those increases. Non-residents will see 40-50% increase. They have been proposed and projected for years 2021 to 2025. The Budget equates to a 3.87% increase which is mainly due to salary adjustments and insurance which was about \$20,000.

There was a review of current revenue and expenditures.

No further questions from the Village.

No further questions from the Town.

Decker/Brill motion to approve the 2020 Operational Budget from the Village subject to overall Budget approval. Unanimously carried.

Boucher/Wrasman motion to approve the 2020 Operational Budget from the Town subject to overall Budget approval. Unanimous carried.



### **Fire Department 2020 Capital Budget**

Chief Stein presented the 20-24 Capital Budget program. He noted in 2020 the largest project was for SCBA and compressor replacement. They have a 15-year life span and current devices are at 15 years. Other items for 2020 included the Brush Truck 3481 replacement, Replacement of the LUCAS compression device, and Rescue Task Force Ballistic Equipment.

No further questions from the Village.

No further questions from the Town.

Decker/Wamser motion to approve the 2020 Capital Budget for the Fire Department from the Village. Unanimously carried.

Boucher/Wrasman motion to approve the 2020 Capital Budget for the Fire Department from the Town. Unanimously carried.

### **Fire Department Operational Study Recommendation**

Chief Stein noted they had sent a request for proposals out to five firms to analyze current and future staffing needs from an outside independent review. There were three proposals received from GovHR, McGrath, and RW Management. Protective Services had met and reviewed some of the information as well.

Decker/Wamser motion to approve the proposal with RW Management Group as low bidder for the Village. It was noted there is funding in professional services line item for this next year. Unanimously carried.

Wrasman/Boucher motion to approve proposal with RW Management Group as low bidder for the Town. Unanimously carried.

### **Adjournment**

Topczewski/Boucher motion to adjourn adjourned the Joint Village, Town meeting at 6:49 p.m.

Respectfully Submitted,

Diana Dykstra, CMC  
Village Clerk-Treasurer  
Village of Mukwonago



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

### **Wednesday, October 2, 2019**

#### **Call to Order**

The Village President Winchowky called the meeting to order at 7:45p.m. located in the Board Room of the Mukwonago Municipal Building, 440 River Crest Ct.

#### **Roll Call**

Board Members present: Eric Brill  
Jim Decker  
Darlene Johnson  
Jay Vermeulen  
Roger Walsh  
Jason Wamser  
Fred Winchowky, Village President

Also present: John Weidl, Village Administrator  
Ron Bittner, Public Works Director  
Mark Blum, Village Attorney  
Diana Dykstra, Clerk-Treasurer  
Diana Doherty, Finance Director  
Ben Kohout, Village Planner  
Kevin Schmidt, Police Chief  
Jerad Wegner, Village Engineer

#### **Discussion and possible action on the contract with Mukwonago Professional Firefighters International Association of Firefighters Local 4585**

Brill/Johnson motion to table until October 16, 2019 Village Board Meeting when the item should be ready. Unanimously carried.

#### **Discussion and possible action on the Developer Guaranty Agreement with Mukwonago Family Ventures LLC (Maple Centre)**

Decker/Vermeulen motion to approve the Developer Guaranty Agreement with Mukwonago Family Ventures LLC (Maple Centre) subject to final approval of the Village Attorney. Administrator Weidl explained the largest change was the north south roadway. There will be a full easement to build in the future. Language changes were reviewed. Attorney Blum noted the roadway would be dedicated to the village but not yet built. Unanimously carried.

#### **Motion to approve Task Order Amendment No. 2 for DeBack Drive Infrastructure additional design and engineering related services not to exceed \$65,825.**

Wamser/Decker motion to approve Task Order Amendment No. 2 for DeBack Drive Infrastructure additional design and engineering related services not to exceed \$65,825. Unanimously carried.

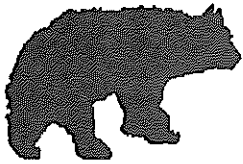
#### **Adjournment**

Meeting adjourned at 7:52pm.

Respectfully Submitted,

Diana A. Dykstra, CMC  
Clerk-Treasurer





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

|   |                               |
|---|-------------------------------|
| Committee/Board:                            | COTW                          |
| Topic:                                      | Elected Official Compensation |
| From:                                       | JSW                           |
| Department:                                 | Administration/Finance        |
| Presenter:                                  | JSW                           |
| Date of Committee Action (if required):     | N/A                           |
| Date of Village Board Action (if required): |                               |

### Information

**Subject:** Elected Official Compensation

**Background Information/Rationale:** Last year during budget preparation, staff was asked about compensation for elected officials. Attached is information showing what Mukwonago currently compensates and a list of our comparable community's compensations.

**Key Issues for Consideration:** Do the elected officials want the staff to budget for changes in compensation for elected officials in 2023? 2023 is the first year any adjustments would be implemented as elected officials cannot vote to raise their salary for any term of office currently being served by any Village Board member.

**Fiscal Impact (If any):** Variable, from no change to maybe \$5,000 for all. Considering the workload, expectations, and learning curve in Mukwonago for elected officials, a compensation adjustment is probably warranted. We have looked at adjustments for all other Village staff as a matter of recruitment, retention, and internal and external equity. The last group of employees to consider is the elected officials.

**Requested Action by Committee/Board:** Review the compensation materials. Ask yourselves what the pay should be three years from now. Direct staff to budget for that.

### Attachments

Email correspondence regarding Elected Official's Compensation



From: Makenzee Loft

Sent: Tuesday, September 17, 2019 12:09 PM

To: John Weidl <jweidl@villageofmukwonago.com>

Subject: RE: Trustee compensation question

| Municipality     | City or Village | Population   | Chief Executive Salary | Chief Executive Per Diem | Governing Body Salary | Governing Body Per Diem |
|------------------|-----------------|--------------|------------------------|--------------------------|-----------------------|-------------------------|
| <b>Mukwonago</b> | <b>Village</b>  | <b>7,878</b> | <b>7,200/yr</b>        | <b>No data</b>           | <b>4,200/yr</b>       | <b>No data</b>          |
| St. Francis      | City            | 9,435        | 8,125                  | No data                  | 5,129                 | No data                 |
| Port Washington  | City            | 11,639       | 7,500/yr               | 0                        | 3,750/yr              | No data                 |
| Plymouth         | City            | 8,455        | 7,200/yr               | No data                  | No data               | 3,600/yr                |
| Pewaukee         | Village         | 7,970        | 420/month              | No data                  | 330/month             | No data                 |
| Monona           | City            | 7,827        | 7,800/yr               | No data                  | 4,800/yr              | No data                 |
| Hales Corners    | Village         | 7,619        | 5,400                  | No data                  | 3,600                 | No data                 |
| Grafton          | Village         | 11,745       | 7,500                  | No data                  | 4,500                 | No data                 |
| Fort Atkinson    | City            | 12,401       | 300/month              | No data                  | 250/month             | No data                 |
| Elkhorn          | City            | 9,914        | 8,260                  | No data                  | 5,480                 | No data                 |
| Deforest         | Village         | 9,920        | 8,000                  | 50/mtg.                  | 5,000                 | 50/mtg.                 |
| Burlington       | City            | 10,825       | No data                | No data                  | No data               | No data                 |
| Brown Deer       | Village         | 12,340       | No data                | No data                  | No data               | No data                 |

I believe that I found the correct presentation for the comparable communities. Attached is the report.



## **Vouchers Payable Cover Sheet**

|                             |              |
|-----------------------------|--------------|
| Payments batch Library      | \$ 14,323.91 |
| Payments batch Spectrum     | \$ 2,949.17  |
| Payments batch WE Energies  | \$ 37,322.73 |
| Payments batch US Bank      | \$ 13,569.40 |
| Payments batch AP-10-2019-1 | \$147,552.81 |
| Payments batch Manuals      | \$134,612.50 |
| Total for board approval:   | \$350,330.52 |



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| INVOICE<br>NUMBER                             | DESCRIPTION                                   | AMOUNT   | VENDOR<br>NAME         | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS |          |
|---|---|----------|------------------------|------------------------|-----------------------|----------|
| VENDOR NAME: ALLIED 100                       |   |          |                        |                        |                       |          |
| 1490151                                       | NEW AED DIFIB FOR SQUAD                       | 1,335.00 | ALLIED 100             | POLICE                 | 430-5700-571100       | 1,335.00 |
|   | TOTAL VENDOR ALLIED 100                       | 1,335.00 |                        |                        |                       |          |
| VENDOR NAME: AQUAFIX INC                      |   |          |                        |                        |                       |          |
| 29188   | WWTF DIGESTER FOOD/ENZYMES FOR START UP       | 555.52   | AQUAFIX INC            | UTILITIES              | 620-8010-827000       | 555.52   |
|   | TOTAL VENDOR AQUAFIX INC                      | 555.52   |                        |                        |                       |          |
| VENDOR NAME: BANDT COMMUNICATIONS             |   |          |                        |                        |                       |          |
| 2019800393                                    |   | 232.50   | BANDT COMMUNICATIONS   | FIRE                   | 150-5222-539500       | 232.50   |
|   | TOTAL VENDOR BANDT COMMUNICATIONS             | 232.50   |                        |                        |                       |          |
| VENDOR NAME: BECKNER, MICHAEL & ANNMARIE      |   |          |                        |                        |                       |          |
| REFUND 0919                                   | UB REFUND FOR ACCT: 6733 OVER PYMT            | 7.31     | BECKNER, MICHAEL & ANN | ALLOCATE               | 620-0000-142000       | 7.31     |
|   | TOTAL VENDOR BECKNER, MICHAEL & ANNMARIE      | 7.31     |                        |                        |                       |          |
| VENDOR NAME: BOUND TREE MEDICAL               |   |          |                        |                        |                       |          |
| 83341454                                      | EMS SUPPLIES                                  | 196.50   | BOUND TREE MEDICAL     | FIRE                   | 150-5231-531100       | 196.50   |
| 83348374                                      | EMS SUPPLIES                                  | 417.53   | BOUND TREE MEDICAL     | FIRE                   | 150-5231-531100       | 417.53   |
| 83358466                                      | EMS SUPPLIES                                  | 77.80    | BOUND TREE MEDICAL     | FIRE                   | 150-5231-531100       | 77.80    |
|   | TOTAL VENDOR BOUND TREE MEDICAL               | 691.83   |                        |                        |                       |          |
| VENDOR NAME: BRAUN THYSSEN KRUPP              |   |          |                        |                        |                       |          |
| 150831  | ELEVATOR CARD READERS                         | 998.00   | BRAUN THYSSEN KRUPP    | DPW                    | 430-5700-571000       | 998.00   |
|   | TOTAL VENDOR BRAUN THYSSEN KRUPP              | 998.00   |                        |                        |                       |          |
| VENDOR NAME: BROWN INDUSTRIES                 |   |          |                        |                        |                       |          |
| 120-01451                                     | EMPLOYEE RECOGNITION PINS                     | 95.99    | BROWN INDUSTRIES       | FINANCE                | 100-5141-539800       | 95.99    |
|   | TOTAL VENDOR BROWN INDUSTRIES                 | 95.99    |                        |                        |                       |          |
| VENDOR NAME: C I BANKER WIRE & IRON WORKS INC |   |          |                        |                        |                       |          |
| ESCROWREFUND                                  | REFUND ESCROW BALANCE                         | 6,968.40 | C I BANKER WIRE & IRON | CLERK                  | 100-0000-211425       | 6,968.40 |
|   | TOTAL VENDOR C I BANKER WIRE & IRON WORKS INC | 6,968.40 |                        |                        |                       |          |
| VENDOR NAME: CERTIFIED LABORATORIES           |   |          |                        |                        |                       |          |
| 3686606                                       | PENETRATING OIL FOR MAINTENANCE               | 189.07   | CERTIFIED LABORATORIES | UTILITIES              | 620-8010-827000       | 189.07   |
|   | TOTAL VENDOR CERTIFIED LABORATORIES           | 189.07   |                        |                        |                       |          |
| VENDOR NAME: CHEMTRADE CHEMICALS US LLC       |   |          |                        |                        |                       |          |
| 92734762                                      | WWTF PHOSPHORUS REMOVAL CHEMICAL              | 9,469.95 | CHEMTRADE CHEMICALS US | UTILITIES              | 620-8010-824000       | 9,469.95 |
|   | TOTAL VENDOR CHEMTRADE CHEMICALS US LLC       | 9,469.95 |                        |                        |                       |          |
| VENDOR NAME: CINTAS                           |   |          |                        |                        |                       |          |
| 4000656436                                    | UNIFORM SERVICE                               | 78.50    | CINTAS                 | UTILITIES              | 610-6920-693000       | 39.25    |
|   |   |          |                        |                        | 620-8010-827000       | 39.25    |
| 4030656466                                    | STAFF UNIFORMS                                | 95.41    | CINTAS                 | DPW                    | 100-5323-531100       | 95.41    |



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| INVOICE<br>NUMBER                         | DESCRIPTION                              | AMOUNT   | VENDOR<br>NAME         | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS              |                |
|---|--|----------|------------------------|------------------------|------------------------------------|----------------|
| VENDOR NAME: CINTAS                       |  |          |                        |                        |                                    |                |
| 4030139155                                | UNIFORM SERVICE                          | 92.50    | CINTAS                 | UTILITIES              | 610-6920-693000<br>620-8010-827000 | 46.25<br>46.25 |
| 4030139252                                | STAFF UNIFORMS                           | 95.41    | CINTAS                 | DPW                    | 100-5323-531100                    | 95.41          |
| TOTAL VENDOR CINTAS                       |  | 361.82   |                        |                        |                                    |                |
| VENDOR NAME: CIT                          |  |          |                        |                        |                                    |                |
| 33971012                                  | COPIER LEASE                             | 88.64    | CIT                    | UTILITIES              | 610-6920-692100                    | 88.64          |
| TOTAL VENDOR CIT                          |  | 88.64    |                        |                        |                                    |                |
| VENDOR NAME: CLEAN MATS                   |  |          |                        |                        |                                    |                |
| 48025                                     | AUGUST MAT CLEANING SERVICE              | 89.00    | CLEAN MATS             | POLICE                 | 100-5211-539400                    | 89.00          |
| 48566                                     | JUNE MAT CLEANING SERVICE                | 84.00    | CLEAN MATS             | POLICE                 | 100-5211-539400                    | 84.00          |
| TOTAL VENDOR CLEAN MATS                   |  | 173.00   |                        |                        |                                    |                |
| VENDOR NAME: COLUMBIA SOUTHERN UNIVERSITY |  |          |                        |                        |                                    |                |
| PHL1010                                   | OFFICER KUBIAK PHL 1010 - CRITICAL THINK | 690.00   | COLUMBIA SOUTHERN UNIV | POLICE                 | 100-5212-516300                    | 690.00         |
| TOTAL VENDOR COLUMBIA SOUTHERN UNIVERSITY |  | 690.00   |                        |                        |                                    |                |
| VENDOR NAME: CORE & MAIN LP               |  |          |                        |                        |                                    |                |
| L153555                                   | WATER MAINTENANCE OF MAIN VALVE BOXES    | 170.00   | CORE & MAIN LP         | UTILITIES              | 610-6451-665100                    | 170.00         |
| TOTAL VENDOR CORE & MAIN LP               |  | 170.00   |                        |                        |                                    |                |
| VENDOR NAME: DYKSTRA DIANA                |  |          |                        |                        |                                    |                |
| SEPT2019                                  | MILEAGE                                  | 52.20    | DIANA DYKSTRA          | CLERK                  | 100-5142-533200                    | 52.20          |
| TOTAL VENDOR DYKSTRA DIANA                |  | 52.20    |                        |                        |                                    |                |
| VENDOR NAME: EAGLE ENGRAVING              |  |          |                        |                        |                                    |                |
| 2019-4656                                 | ACCOUNTABILITY TAGS                      | 64.75    | EAGLE ENGRAVING        | FIRE                   | 150-5222-531100                    | 64.75          |
| TOTAL VENDOR EAGLE ENGRAVING              |  | 64.75    |                        |                        |                                    |                |
| VENDOR NAME: EMERGENCY MEDICAL PRODUCTS   |  |          |                        |                        |                                    |                |
| 2101809                                   | EMS SUPPLIES                             | 671.71   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 671.71         |
| 2100758                                   | EMS SUPPLIES                             | 62.25    | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 62.25          |
| 2100463                                   | EMS SUPPLIES                             | 736.61   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 736.61         |
| 2100466                                   | EMS SUPPLIES                             | 185.00   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 185.00         |
| 2103263                                   | EMS SUPPLIES                             | 138.10   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 138.10         |
| 2103262                                   | EMS SUPPLIES                             | 250.04   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 250.04         |
| 2103454                                   | EMS SUPPLIES                             | 231.00   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 231.00         |
| 2103433                                   | EMS SUPPLIES                             | 150.00   | EMERGENCY MEDICAL PROD | FIRE                   | 150-5231-531100                    | 150.00         |
| TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS   |  | 2,424.71 |                        |                        |                                    |                |
| VENDOR NAME: ENVIRONMENT CONTROL          |  |          |                        |                        |                                    |                |
| 11705-613                                 | VILLAGE HALL CLEANING                    | 597.00   | ENVIRONMENT CONTROL    | DPW                    | 100-5160-521900                    | 597.00         |
| TOTAL VENDOR ENVIRONMENT CONTROL          |  | 597.00   |                        |                        |                                    |                |
| VENDOR NAME: ENVIROTECH EQUIPMENT         |  |          |                        |                        |                                    |                |
| 19-0011636                                | TOOLS FOR SEWER CLEANING                 | 498.55   | ENVIROTECH EQUIPMENT   | UTILITIES              | 620-8030-831000                    | 498.55         |



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| INVOICE<br>NUMBER                      | DESCRIPTION                              | VENDOR<br>AMOUNT | NAME                   | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS     |
|--|--|------------------|------------------------|------------------------|---------------------------|
| VENDOR NAME: ENVIROTECH EQUIPMENT      |  |                  |                        |                        |                           |
|  | TOTAL VENDOR ENVIROTECH EQUIPMENT        | 498.55           |                        |                        |                           |
| VENDOR NAME: EXCEL BUILDING SERVICES   |  |                  |                        |                        |                           |
| 3389                                   | MONTHLY CLEANING SERVICE                 | 975.00           | EXCEL BUILDING SERVICE | POLICE                 | 100-5211-539400 975.00    |
|  | TOTAL VENDOR EXCEL BUILDING SERVICES     | 975.00           |                        |                        |                           |
| VENDOR NAME: FAHRNER ASPHALT SEALERS   |  |                  |                        |                        |                           |
| 8300003119                             | GSB 88 SEALCOAT                          | 21,414.00        | FAHRNER ASPHALT SEALER | DPW                    | 480-5700-584000 21,414.00 |
|  | TOTAL VENDOR FAHRNER ASPHALT SEALERS     | 21,414.00        |                        |                        |                           |
| VENDOR NAME: FASTENAL COMPANY          |  |                  |                        |                        |                           |
| WIMUK78962                             | HYDRANT REPAIR PARTS                     | 15.42            | FASTENAL COMPANY       | UTILITIES              | 610-6454-665400 15.42     |
| WIMUK78963                             | DIGESTER REPAIR PARTS                    | 11.55            | FASTENAL COMPANY       | UTILITIES              | 620-8010-833000 11.55     |
| WIMUK78964                             | HYDRANT REPAIR PARTS                     | 8.16             | FASTENAL COMPANY       | UTILITIES              | 610-6454-665400 8.16      |
|  | TOTAL VENDOR FASTENAL COMPANY            | 35.13            |                        |                        |                           |
| VENDOR NAME: GALLS INC                 |  |                  |                        |                        |                           |
| 13630522                               | NEW OFFICER ROGERS UNIFORM               | 8.38             | GALLS INC              | POLICE                 | 100-5212-534700 8.38      |
| 13690894                               | NEW OFFICER ROGERS UNIFORM ISSUE UPON HI | 160.62           | GALLS INC              | POLICE                 | 100-5212-534700 160.62    |
|  | TOTAL VENDOR GALLS INC                   | 169.00           |                        |                        |                           |
| VENDOR NAME: GATEWAY TECHNICAL COLLEGE |  |                  |                        |                        |                           |
| 24920                                  | CPR INSTRUCTOR RECERTIFICATION           | 50.30            | GATEWAY TECHNICAL COLL | FIRE                   | 150-5232-533500 50.30     |
|  | TOTAL VENDOR GATEWAY TECHNICAL COLLEGE   | 50.30            |                        |                        |                           |
| VENDOR NAME: GEAR WASH LLC             |  |                  |                        |                        |                           |
| 15615                                  | TURNOUT GEAR REPAIR                      | 117.55           | GEAR WASH LLC          | FIRE                   | 150-5222-539500 117.55    |
|  | TOTAL VENDOR GEAR WASH LLC               | 117.55           |                        |                        |                           |
| VENDOR NAME: HAWKINS WATER TREATMENT   |  |                  |                        |                        |                           |
| 4581328                                | CHEMICALS FOR WATER TREATMENT            | 3,110.38         | HAWKINS WATER TREATMEN | UTILITIES              | 610-6300-663100 3,110.38  |
|  | TOTAL VENDOR HAWKINS WATER TREATMENT     | 3,110.38         |                        |                        |                           |
| VENDOR NAME: HEHR, JULIE               |  |                  |                        |                        |                           |
| REFUND 0919                            | UB REFUND FOR ACCOUNT: 6706 OVER PYMT    | 36.63            | HEHR, JULIE            | ALLOCATE               | 620-0000-142000 36.63     |
|  | TOTAL VENDOR HEHR, JULIE                 | 36.63            |                        |                        |                           |
| VENDOR NAME: HIPPENMEYER, REILLY       |  |                  |                        |                        |                           |
| 48428                                  | MISC MATTERS                             | 3,642.00         | HIPPENMEYER, REILLY, B | FINANCE                | 100-5130-521900 3,642.00  |
| 48429                                  | ORDINANCES & RESOLUTIONS                 | 765.00           | HIPPENMEYER, REILLY, B | FINANCE                | 100-5130-521900 765.00    |
| 48435                                  | PROSECUTIONS                             | 540.00           | HIPPENMEYER, REILLY, B | FINANCE                | 100-5130-521900 540.00    |
| 48430                                  | FAIRWINDS                                | 87.50            | HIPPENMEYER, REILLY, B | FINANCE                | 100-0000-211425 87.50     |
| 48431                                  | 915 MAIN                                 | 52.50            | HIPPENMEYER, REILLY, B | FINANCE                | 100-0000-211425 52.50     |
| 48432                                  | BOX SELF STORAGE                         | 70.00            | HIPPENMEYER, REILLY, B | FINANCE                | 100-0000-211425 70.00     |
| 48433                                  | MEADOWLAND TOWN HOMES                    | 47.50            | HIPPENMEYER, REILLY, B | FINANCE                | 100-0000-211425 47.50     |
| 48434                                  | FOX STREET HOMES                         | 35.00            | HIPPENMEYER, REILLY, B | FINANCE                | 100-0000-211425 35.00     |
|  | TOTAL VENDOR HIPPENMEYER, REILLY         | 5,239.50         |                        |                        |                           |
| VENDOR NAME: HOME DEPOT                |  |                  |                        |                        |                           |



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| INVOICE<br>NUMBER                      | DESCRIPTION                            | AMOUNT   | VENDOR<br>NAME            | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS |          |
|--|--|----------|---------------------------|------------------------|-----------------------|----------|
| VENDOR NAME: HOME DEPOT                |  |          |                           |                        |                       |          |
| AUG2019                                | VARIOUS SUPPLIES                       | 293.65   | HOME DEPOT                | DPW                    | 100-5521-531100       | 71.63    |
|  |  |          |                           |                        | 100-5512-582100       | 70.84    |
|  |  |          |                           |                        | 430-5700-571000       | 151.18   |
| TOTAL VENDOR HOME DEPOT                |  | 293.65   |                           |                        |                       |          |
| VENDOR NAME: HOUEISS CYNTHIA           |  |          |                           |                        |                       |          |
| REFUND 0919                            | UB REFUND FOR ACCOUNT: 3500 OVER PYMT  | 130.08   | HOUEISS CYNTHIA           | ALLOCATE               | 620-0000-142000       | 130.08   |
| TOTAL VENDOR HOUEISS CYNTHIA           |  | 130.08   |                           |                        |                       |          |
| VENDOR NAME: JEFFERSON FIRE & SAFETY   |  |          |                           |                        |                       |          |
| IN109797                               | FIRE SUPPLIES-FOR AIR BAG              | 95.77    | JEFFERSON FIRE & SAFETY   | FIRE                   | 150-5222-531100       | 95.77    |
| TOTAL VENDOR JEFFERSON FIRE & SAFETY   |  | 95.77    |                           |                        |                       |          |
| VENDOR NAME: JOHNSON CONTROLS SECURITY |  |          |                           |                        |                       |          |
| 33017850                               | CARD READER SECURITY SUBSCRIPTION      | 109.63   | JOHNSON CONTROLS SECURITY | DPW                    | 100-5160-521900       | 109.63   |
| TOTAL VENDOR JOHNSON CONTROLS SECURITY |  | 109.63   |                           |                        |                       |          |
| VENDOR NAME: KARL JAMES & COMPANY LLC  |  |          |                           |                        |                       |          |
| 201900029                              | BRANDING/LOGO FOR VILLAGE              | 5,000.00 | KARL JAMES & COMPANY LLC  | ADMIN                  | 100-5141-521900       | 5,000.00 |
| TOTAL VENDOR KARL JAMES & COMPANY LLC  |  | 5,000.00 |                           |                        |                       |          |
| VENDOR NAME: LANGE ENTERPRISES         |  |          |                           |                        |                       |          |
| 70261                                  | CROSSWALK SIGNS AND SUPPLIES           | 1,696.11 | LANGE ENTERPRISES         | DPW                    | 100-5348-531100       | 1,696.11 |
| TOTAL VENDOR LANGE ENTERPRISES         |  | 1,696.11 |                           |                        |                       |          |
| VENDOR NAME: MARSHALL-BOND PUMPS       |  |          |                           |                        |                       |          |
| 39342                                  | WWTF DIGESTER PUMP MAINTENANCE         | 110.03   | MARSHALL-BOND PUMPS       | UTILITIES              | 620-8010-833000       | 110.03   |
| TOTAL VENDOR MARSHALL-BOND PUMPS       |  | 110.03   |                           |                        |                       |          |
| VENDOR NAME: MARTENS PLBG & HTG INC    |  |          |                           |                        |                       |          |
| 51208                                  | FIRE STATION PLUMBING REPAIRS          | 156.00   | MARTENS PLBG & HTG INC    | DPW                    | 100-5220-539400       | 156.00   |
| TOTAL VENDOR MARTENS PLBG & HTG INC    |  | 156.00   |                           |                        |                       |          |
| VENDOR NAME: MCGILVRAY MONICA          |  |          |                           |                        |                       |          |
| 09092019                               | WRS TRAINING @ WCTC                    | 21.46    | MCGILVRAY MONICA          | FINANCE                | 100-5141-533200       | 21.46    |
| TOTAL VENDOR MCGILVRAY MONICA          |  | 21.46    |                           |                        |                       |          |
| VENDOR NAME: MCMASTER-CARR             |  |          |                           |                        |                       |          |
| 15173056                               | WWTF DIGESTER STAFF GAUGE REPAIRS      | 489.90   | MCMASTER-CARR             | UTILITIES              | 620-8010-833000       | 489.90   |
| TOTAL VENDOR MCMASTER-CARR             |  | 489.90   |                           |                        |                       |          |
| VENDOR NAME: MESSAGEUS.COM             |  |          |                           |                        |                       |          |
| 192430134                              | PHONE SERVICE                          | 14.60    | MESSAGEUS.COM             | UTILITIES              | 610-6920-692100       | 14.60    |
| TOTAL VENDOR MESSAGEUS.COM             |  | 14.60    |                           |                        |                       |          |
| VENDOR NAME: MILLER KEN                |  |          |                           |                        |                       |          |
| 98638                                  | WWTF PORTABLE GENERATOR HOOKUP ADAPTOR | 52.85    | MILLER KEN                | UTILITIES              | 620-8010-827000       | 52.85    |



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|---|---|----------|------------------------------------|------------------------|--------------------------|
| VENDOR NAME: MILLER KEN                     |   |          |                                    |                        |                          |
|   | TOTAL VENDOR MILLER KEN                     | 52.85    |                                    |                        |                          |
| VENDOR NAME: MUKWONAGO AREA CHAMBER OF COMM |   |          |                                    |                        |                          |
| AUG2019                                     | DUE TO CHAMBER - ROOM TAX                   | 3,851.72 | MUKWONAGO AREA CHAMBER CLERK       |                        | 100-0000-244000 3,851.72 |
|   | TOTAL VENDOR MUKWONAGO AREA CHAMBER OF COMM | 3,851.72 |                                    |                        |                          |
| VENDOR NAME: NEENAH FOUNDRY COMPANY         |   |          |                                    |                        |                          |
| 338409                                      | MANHOLE FRAMES FOR DEWATERING WELLS AT      | 2,290.00 | NEENAH FOUNDRY COMPANY UTILITIES   |                        | 620-8010-834000 2,290.00 |
|   | TOTAL VENDOR NEENAH FOUNDRY COMPANY         | 2,290.00 |                                    |                        |                          |
| VENDOR NAME: NORTH CENTRAL LABORATORIES     |   |          |                                    |                        |                          |
| 428454                                      | WWTF LAB SUPPLIES                           | 232.66   | NORTH CENTRAL LABORATORY UTILITIES |                        | 620-8010-826000 232.66   |
|   | TOTAL VENDOR NORTH CENTRAL LABORATORIES     | 232.66   |                                    |                        |                          |
| VENDOR NAME: NORTHERN LAKE SERVICE          |   |          |                                    |                        |                          |
| 363594                                      | WWTF LAB TESTING                            | 84.00    | NORTHERN LAKE SERVICE UTILITIES    |                        | 620-8010-826000 84.00    |
| 363595                                      | WWTF LAB TESTING                            | 168.00   | NORTHERN LAKE SERVICE UTILITIES    |                        | 620-8010-826000 168.00   |
| 363596                                      | WWTF LAB TESTING                            | 188.00   | NORTHERN LAKE SERVICE UTILITIES    |                        | 620-8010-826000 188.00   |
| 36412                                       | WWTF LAB TESTING                            | 188.00   | NORTHERN LAKE SERVICE UTILITIES    |                        | 620-8010-826000 188.00   |
| 364413                                      | WWTF LAB TESTING                            | 168.00   | NORTHERN LAKE SERVICE UTILITIES    |                        | 620-8010-826000 168.00   |
|   | TOTAL VENDOR NORTHERN LAKE SERVICE          | 796.00   |                                    |                        |                          |
| VENDOR NAME: PAL STEEL COMPANY              |   |          |                                    |                        |                          |
| 18549                                       | PEIR STEEL                                  | 174.20   | PAL STEEL COMPANY                  | DPW                    | 100-5521-531100 174.20   |
|   | TOTAL VENDOR PAL STEEL COMPANY              | 174.20   |                                    |                        |                          |
| VENDOR NAME: PRECISE ALIGNMENT INC          |   |          |                                    |                        |                          |
| 18704                                       | 3451 ALIGNMENT                              | 177.93   | PRECISE ALIGNMENT INC              | FIRE                   | 150-5231-539500 177.93   |
|   | TOTAL VENDOR PRECISE ALIGNMENT INC          | 177.93   |                                    |                        |                          |
| VENDOR NAME: PRINT PACK & SHIP CENTER       |   |          |                                    |                        |                          |
| JUL/AUG19                                   | EMS BAG REPAIR                              | 145.51   | PRINT PACK & SHIP CENTER FIRE      |                        | 150-5231-531500 145.51   |
| JUL/AUG19                                   | SHIP RADAR UNIT BACK FOR REPAIRS            | 37.52    | PRINT PACK & SHIP CENTER POLICE    |                        | 100-5211-531500 37.52    |
| JUL/AUG19                                   | SHIPPING FE FOR WASTEWATER SAMPLES          | 1,243.79 | PRINT PACK & SHIP CENTER UTILITIES |                        | 620-8010-826000 1,243.79 |
|   | TOTAL VENDOR PRINT PACK & SHIP CENTER       | 1,426.82 |                                    |                        |                          |
| VENDOR NAME: PROPHOENIX CORPORATION         |   |          |                                    |                        |                          |
| 2019315                                     | IPAD PROPHOENIX WDA PROJECT                 | 3,000.00 | PROPHOENIX CORPORATION FIRE        |                        | 150-5700-580600 3,000.00 |
|   | TOTAL VENDOR PROPHOENIX CORPORATION         | 3,000.00 |                                    |                        |                          |
| VENDOR NAME: QUILL CORPORATION              |   |          |                                    |                        |                          |
| 1151930                                     | RESTROOM SUPPLIES                           | 156.96   | QUILL CORPORATION                  | DPW                    | 100-5160-531100 156.96   |
| 1154932                                     | OFFICE SUPPLIES                             | 4.99     | QUILL CORPORATION                  | DPW                    | 100-5323-531100 4.99     |
| 1047113                                     | DPW OFFICE SUPPLIES                         | 46.24    | QUILL CORPORATION                  | DPW                    | 100-5323-531100 46.24    |
|   | TOTAL VENDOR QUILL CORPORATION              | 208.19   |                                    |                        |                          |
| VENDOR NAME: RICOH USA, INC                 |   |          |                                    |                        |                          |



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CUSTOM INVOICE REPORT FOR MUKWONAGO  
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| INVOICE<br>NUMBER                             | DESCRIPTION                              | AMOUNT    | VENDOR<br>NAME         | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS |           |
|---|--|-----------|------------------------|------------------------|-----------------------|-----------|
| VENDOR NAME: RICOH USA, INC                   |  |           |                        |                        |                       |           |
| 32381428                                      | COPIER LEASE PAYMENT                     | 170.61    | RICOH USA, INC         | FINANCE                | 100-5142-531200       | 23.88     |
|   |  |           |                        |                        | 150-5221-531100       | 22.18     |
|   |  |           |                        |                        | 220-5140-531200       | 1.71      |
|   |  |           |                        |                        | 410-5363-531200       | 3.41      |
|   |  |           |                        |                        | 440-5511-531200       | 8.53      |
|   |  |           |                        |                        | 500-5344-531200       | 1.71      |
|   |  |           |                        |                        | 610-6920-693000       | 56.30     |
|   |  |           |                        |                        | 620-8400-856000       | 52.89     |
| TOTAL VENDOR RICOH USA, INC                   |  | 170.61    |                        |                        |                       |           |
| VENDOR NAME: SHORT POUR DELIVERY SERVICES LLC |  |           |                        |                        |                       |           |
| 202632  | WATER SERVICE DRIVEWAY REPAIR            | 365.00    | SHORT POUR DELIVERY SE | UTILITIES              | 610-6452-665200       | 365.00    |
| 202653  | WWTF SEPTAGE RECIEVING MODIFICATION FOR  | 520.00    | SHORT POUR DELIVERY SE | UTILITIES              | 620-8010-834000       | 520.00    |
| TOTAL VENDOR SHORT POUR DELIVERY SERVICES LLC |  | 885.00    |                        |                        |                       |           |
| VENDOR NAME: SHRED-IT USA                     |  |           |                        |                        |                       |           |
| 8128156334                                    | PROFESSIONAL SVS SHREDDING               | 63.52     | SHRED-IT USA           | CLERK                  | 100-5144-521900       | 63.52     |
| 8128208114                                    | MONTHLY SHREDDING BILL                   | 65.25     | SHRED-IT USA           | POLICE                 | 100-5211-539400       | 65.25     |
| TOTAL VENDOR SHRED-IT USA                     |  | 128.77    |                        |                        |                       |           |
| VENDOR NAME: STIEN JEFF                       |  |           |                        |                        |                       |           |
| 09122019                                      | MABAS-WI CONFERENCE- STIEN               | 230.84    | JEFF STIEN             | FIRE                   | 150-5221-533500       | 230.84    |
| TOTAL VENDOR STIEN JEFF                       |  | 230.84    |                        |                        |                       |           |
| VENDOR NAME: STRYKER SALES CORP.              |  |           |                        |                        |                       |           |
| 2781085                                       | EMS SUPPLIES                             | 889.10    | STRYKER SALES CORP.    | FIRE                   | 150-5231-531100       | 889.10    |
| TOTAL VENDOR STRYKER SALES CORP.              |  | 889.10    |                        |                        |                       |           |
| VENDOR NAME: THE EXPEDITERS INC               |  |           |                        |                        |                       |           |
| 2415  | WWTF MAIN TELEVISIONING                  | 500.00    | THE EXPEDITERS INC     | UTILITIES              | 620-8030-531000       | 500.00    |
| 2418  | WWTF COLLECTION SYSTEM ANNUAL MAIN TELEV | 7,817.00  | THE EXPEDITERS INC     | UTILITIES              | 620-8030-531000       | 7,817.00  |
| TOTAL VENDOR THE EXPEDITERS INC               |  | 8,317.00  |                        |                        |                       |           |
| VENDOR NAME: THEURICH, JUSTIN                 |  |           |                        |                        |                       |           |
| REFUND 0919                                   | UB REFUND FOR ACCOUNT: 6710 OVER PAYMENT | 11.51     | THEURICH, JUSTIN       | ALLOCATE               | 620-0000-142000       | 11.51     |
| TOTAL VENDOR THEURICH, JUSTIN                 |  | 11.51     |                        |                        |                       |           |
| VENDOR NAME: THUNDER ROAD LLC                 |  |           |                        |                        |                       |           |
| 2090  | CRACK SEALING 2019                       | 52,083.00 | THUNDER ROAD LLC       | DPW                    | 480-5700-584000       | 52,083.00 |
| TOTAL VENDOR THUNDER ROAD LLC                 |  | 52,083.00 |                        |                        |                       |           |
| VENDOR NAME: UNIFI EQUIPMENT FINANCE, INC.    |  |           |                        |                        |                       |           |
| 527968  | COPIER                                   | 83.33     | UNIFI EQUIPMENT FINANC | POLICE                 | 100-5211-521900       | 83.33     |
| TOTAL VENDOR UNIFI EQUIPMENT FINANCE, INC.    |  | 83.33     |                        |                        |                       |           |
| VENDOR NAME: VANGUARD COMPUTERS INC           |  |           |                        |                        |                       |           |
| 48778   | CLERK LAPTOP COMPUTER                    | 1,012.50  | VANGUARD COMPUTERS INC | CLERK                  | 100-5142-531100       | 1,012.50  |



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| INVOICE<br>NUMBER                         | DESCRIPTION                               | AMOUNT     | VENDOR<br>NAME               | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS |          |
|---|---|------------|------------------------------|------------------------|-----------------------|----------|
| VENDOR NAME: VANGUARD COMPUTERS INC       |   |            |                              |                        |                       |          |
|   | TOTAL VENDOR VANGUARD COMPUTERS INC       | 1,012.50   |                              |                        |                       |          |
| VENDOR NAME: VERIZON WIRELESS             |   |            |                              |                        |                       |          |
| 9838018608                                | VERIZON                                   | 193.69     | VERIZON WIRELESS             | FIRE                   | 150-5221-522500       | 193.69   |
| 983018606                                 | MONTHLY BILL                              | 877.66     | VERIZON WIRELESS             | MULTIPLE               | 100-5141-522500       | 135.71   |
|   |   |            |                              |                        | 100-5241-522500       | 83.74    |
|   |   |            |                              |                        | 150-5221-522500       | 184.59   |
|   |   |            |                              |                        | 100-5211-522500       | 2.63     |
|   |   |            |                              |                        | 100-5323-522500       | 125.61   |
|   |   |            |                              |                        | 610-6920-692100       | 172.69   |
|   |   |            |                              |                        | 620-8400-851000       | 172.69   |
|   |   |            |                              |                        |                       |          |
| 9838018607                                |   | 335.56     | VERIZON WIRELESS             | MULTIPLE               | 100-5323-522500       | 58.08    |
|   |   |            |                              |                        | 150-5221-522500       | 118.20   |
|   |   |            |                              |                        | 610-6920-692100       | 79.64    |
|   |   |            |                              |                        | 620-8400-851000       | 79.64    |
|   |   |            |                              |                        |                       |          |
|   | TOTAL VENDOR VERIZON WIRELESS             | 1,406.91   |                              |                        |                       |          |
| VENDOR NAME: WI DEPT OF REVENUE           |   |            |                              |                        |                       |          |
| 2019 -64                                  | MANUFACTURING ASSESSMENT                  | 783.04     | WI DEPT OF REVENUE           | CLERK                  | 100-5153-521900       | 783.04   |
| 2019-67                                   | MANUFACTURING ASSESSMENT SVCS             | 3,017.44   | WI DEPT OF REVENUE           | CLERK                  | 100-5153-521900       | 3,017.44 |
|   | TOTAL VENDOR WI DEPT OF REVENUE           | 3,800.48   |                              |                        |                       |          |
| VENDOR NAME: WI ECONOMIC DEVELOPMENT CORP |   |            |                              |                        |                       |          |
| 004687                                    | CONNECT COMMUNITIES DUES                  | 200.00     | WI ECONOMIC DEVELOPMEN'ADMIN |                        | 100-5670-532400       | 200.00   |
|   | TOTAL VENDOR WI ECONOMIC DEVELOPMENT CORP | 200.00     |                              |                        |                       |          |
| VENDOR NAME: WISCONSIN CENTRAL            |   |            |                              |                        |                       |          |
| 9500203164                                | WATER-PIPELINE RENT TO CNN                | 300.00     | WISCONSIN CENTRAL            | UTILITIES              | 610-6200-662200       | 300.00   |
|   | TOTAL VENDOR WISCONSIN CENTRAL            | 300.00     |                              |                        |                       |          |
| VENDOR NAME: WITTE SUPPLY COMPANY         |   |            |                              |                        |                       |          |
| 86273                                     | STATION 1 LANDSCAPING                     | 796.00     | WITTE SUPPLY COMPANY         | FIRE                   | 150-5221-531100       | 796.00   |
|   | TOTAL VENDOR WITTE SUPPLY COMPANY         | 796.00     |                              |                        |                       |          |
| VENDOR NAME: ZORN COMPRESSOR & EQUIPMENT  |   |            |                              |                        |                       |          |
| 301670                                    | AIR FILTERS FOR DIGESTER AIR COMPRESSOR   | 98.43      | ZORN COMPRESSOR & EQUI       | UTILITIES              | 620-8010-833000       | 98.43    |
|   | TOTAL VENDOR ZORN COMPRESSOR & EQUIPMENT  | 98.43      |                              |                        |                       |          |
| GRAND TOTAL:                              |   | 147,552.81 |                              |                        |                       |          |



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INVOICE GL DISTRIBUTION REPORT FOR MUKWONAGO  
POST DATES 09/10/2019 - 09/10/2019

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BANK CODE: GEN VENDOR CODE: 0588 - CHECK TYPE: PAPER CHECK

| GL Number                  | Invoice Line Desc     | Vendor                               | Invoice Description   | Amount | Check # |
|----------------------------|-----------------------|--------------------------------------|-----------------------|--------|---------|
| Fund 440 LIBRARY FUND      |                       |                                      |                       |        |         |
| Dept 5511 LIBRARY SERVICES |                       |                                      |                       |        |         |
| 440-5511-539500            | REPAIRS & MAINTENANCE | UNITED STATES FIRE PROTECT           | FIRE ALARM INSPECTION | 900.00 | 28262   |
|                            |                       | Total For Dept 5511 LIBRARY SERVICES |                       | 900.00 |         |
|                            |                       | Total For Fund 440 LIBRARY FUND      |                       | 900.00 |         |



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INVOICE GL DISTRIBUTION REPORT FOR MUKWONAGO  
POST DATES 09/10/2019 - 09/10/2019  
JOURNALIZED PAID

BANK CODE: GEN VENDOR CODE: 0588 - CHECK TYPE: PAPER CHECK

| GL Number             | Invoice Line Desc | Vendor | Invoice Description | Amount        | Check # |
|-----------------------|-------------------|--------|---------------------|---------------|---------|
| Fund Totals:          |                   |        |                     |               |         |
| Fund 440 LIBRARY FUND |                   |        |                     | 900.00        |         |
| Total For All Funds:  |                   |        |                     | <u>900.00</u> |         |



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INVOICE GL DISTRIBUTION REPORT FOR MUKWONAGO  
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| GL Number                             | Inv. Line Desc                  | Vendor                  | Invoice Desc.                 | Invoice    | Due Date | Amount   | check # |
|---------------------------------------|---------------------------------|-------------------------|-------------------------------|------------|----------|----------|---------|
| Fund 440 LIBRARY FUND                 |                                 |                         |                               |            |          |          |         |
| Dept 5511 LIBRARY SERVICES            |                                 |                         |                               |            |          |          |         |
| 440-5511-531000                       | OUTSIDE SERVICES                | AMERICA AQUARIA         | FISH TANK CLEANING & NEW FISH | 23407      | 09/13/19 | 97.00    | 28237   |
| 440-5511-531000                       | OUTSIDE SERVICES                | AMERICA AQUARIA         | FISH TANK CLEANING            | 23766      | 09/13/19 | 85.00    | 28237   |
| 440-5511-531000                       | OUTSIDE SERVICES                | OFFICE COPYING EQUIPME  | 7/12/19-8/11/19               | AR92112    | 09/13/19 | 270.09   | 28253   |
| 440-5511-531000                       | OUTSIDE SERVICES                | OLIVER DEAN ZIMMERMANN  | GENERAL LANDSCAPING           | 1907       | 09/13/19 | 1,200.00 | 28254   |
| 440-5511-531000                       | OUTSIDE SERVICES                | THE APPOINTED HOUSEWI   | RESTROOM CLEANING             | SEPT       | 09/13/19 | 600.00   | 28259   |
| 440-5511-531000                       | OUTSIDE SERVICES                | UNIQUE MANAGEMENT       | PLACEMENTS                    | 558852     | 09/13/19 | 17.90    | 28260   |
| 440-5511-531100                       | SUPPLIES                        | CLEAN MATS              | MATS & DUSTERS                | 48332      | 09/13/19 | 50.15    | 28243   |
| 440-5511-531100                       | SUPPLIES                        | DEMCO                   | DVD CASES                     | 6659147    | 09/13/19 | 199.95   | 28244   |
| 440-5511-531100                       | SUPPLIES                        | OFFICE COPYING EQUIPME  | TONER                         | AR92859    | 09/13/19 | 9.79     | 28253   |
| 440-5511-531100                       | SUPPLIES                        | QUILL CORPORATION       | INK                           | 9331855    | 09/13/19 | 78.71    | 28256   |
| 440-5511-531100                       | SUPPLIES                        | QUILL CORPORATION       | FRAME                         | 688633     | 09/13/19 | (40.66)  | 28256   |
| 440-5511-531100                       | SUPPLIES                        | QUILL CORPORATION       | STRAWS                        | 9677859    | 09/13/19 | 5.86     | 28256   |
| 440-5511-531100                       | SUPPLIES                        | QUILL CORPORATION       | FRAME                         | 9661560    | 09/13/19 | 40.66    | 28256   |
| 440-5511-531100                       | SUPPLIES                        | QUILL CORPORATION       | EASEL                         | 9697136    | 09/13/19 | 114.51   | 28256   |
| 440-5511-531100                       | SUPPLIES                        | QUILL CORPORATION       | CLEANING SUPPLIES             | 9777703    | 09/19/19 | 475.42   | 28256   |
| 440-5511-531400                       | META SPACE EQUIPMENT & SUPPLIES | DRAGONFLY EMBROIDERY    | METASPACE 511 T-SHIRT         | 16081      | 09/13/19 | 80.00    | 28245   |
| 440-5511-531400                       | META SPACE EQUIPMENT & SUPPLIES | E&DS CREATIVE GRAIN     | TABLET HOLDER                 | 867        | 09/13/19 | 250.00   | 28246   |
| 440-5511-532700                       | NEWSPAPERS                      | USA TODAY               | 10-1-19 TO 10-31-19           | OCTOBER    | 09/13/19 | 25.00    | 28261   |
| 440-5511-533100                       | PROGRAMMING                     | MUELLER AMY             | SEPTEMBER PROGRAMS            | 92019      | 09/13/19 | 100.00   | 28252   |
| 440-5511-533200                       | MILEAGE                         | LAURA FRISCH            | MISC ERRANDS                  | AUGUST     | 09/13/19 | 56.73    | 28248   |
| 440-5511-533200                       | MILEAGE                         | TAMMY PENKALSKI         | MILEAGE                       | AUGUST 28  | 09/13/19 | 16.99    | 28258   |
| 440-5511-539500                       | REPAIRS & MAINTENANCE           | SCHINDLER ELEVATOR CORP | SERVICE ELEVATOR              | 7152988160 | 09/13/19 | 808.26   | 28257   |
| Total For Dept 5511 LIBRARY SERVICES  |                                 |                         |                               |            |          | 4,541.36 |         |
| Dept 5700 CAPITAL OUTLAY EXPENDITURES |                                 |                         |                               |            |          |          |         |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773453 | 09/13/19 | 3.14     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773454 | 09/13/19 | 13.43    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773455 | 09/13/19 | 15.95    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773456 | 09/13/19 | 25.18    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773457 | 09/13/19 | 151.05   | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773458 | 09/13/19 | 262.59   | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034773459 | 09/13/19 | 382.34   | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742328 | 09/13/19 | 9.51     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742329 | 09/13/19 | 10.07    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742330 | 09/13/19 | 51.21    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742331 | 09/13/19 | 15.95    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742332 | 09/13/19 | 10.07    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742333 | 09/13/19 | 61.27    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742334 | 09/13/19 | 151.19   | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034742335 | 09/13/19 | 177.71   | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034749695 | 09/13/19 | 5.59     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034749696 | 09/13/19 | 6.29     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034749697 | 09/13/19 | 14.40    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034749698 | 09/13/19 | 18.04    | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 203474684  | 09/13/19 | 3.77     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034746285 | 09/13/19 | 3.14     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034746286 | 09/13/19 | 5.03     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034746287 | 09/13/19 | 9.51     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034746288 | 09/13/19 | 3.14     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034746289 | 09/13/19 | 6.15     | 28239   |
| 440-5700-532800                       | BOOKS                           | BAKER & TAYLOR INC.     | BOOKS                         | 2034746290 | 09/13/19 | 4.38     | 28239   |
| 440-5700-532800                       | BOOKS                           | BRODART                 | BOOKS                         | B5736362   | 09/13/19 | 83.61    | 28240   |
| 440-5700-532800                       | BOOKS                           | BRODART                 | BOOKS                         | B5718421   | 09/13/19 | 35.79    | 28240   |



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| GL Number                                       | Inv. Line Desc            | Vendor                 | Invoice Desc.                   | Invoice     | Due Date | Amount    | check # |
|---|---------------------------|------------------------|---------------------------------|-------------|----------|-----------|---------|
| Fund 440 LIBRARY FUND                           |                           |                        |                                 |             |          |           |         |
| Dept 5700 CAPITAL OUTLAY EXPENDITURES           |                           |                        |                                 |             |          |           |         |
| 440-5700-532800                                 | BOOKS                     | BRODART                | BOOKS                           | B5716418    | 09/13/19 | 65.87     | 28240   |
| 440-5700-532800                                 | BOOKS                     | BRODART                | BOOKS                           | B5730572    | 09/13/19 | 53.96     | 28240   |
| 440-5700-532800                                 | BOOKS                     | CENGAGE LEARNING       | BOOKS                           | 67713646    | 09/13/19 | 20.79     | 28242   |
| 440-5700-532800                                 | BOOKS                     | CENGAGE LEARNING       | BOOKS                           | 67687580    | 09/13/19 | 29.59     | 28242   |
| 440-5700-532800                                 | BOOKS                     | CENGAGE LEARNING       | BOOKS                           | 67713365    | 09/13/19 | 28.79     | 28242   |
| 440-5700-532800                                 | BOOKS                     | CENGAGE LEARNING       | BOOKS                           | 67576708    | 09/13/19 | 24.79     | 28242   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778543  | 09/19/19 | 5.66      | 28239   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778544  | 09/19/19 | 39.98     | 28239   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778545  | 09/19/19 | 400.00    | 28239   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778546  | 09/19/19 | 162.87    | 28239   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778839  | 09/19/19 | 7.27      | 28239   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778840  | 09/19/19 | 683.18    | 28239   |
| 440-5700-532800                                 | BOOKS                     | BAKER & TAYLOR INC.    | BOOKS                           | 2034778841  | 09/19/19 | 9.51      | 28239   |
| 440-5700-532800                                 | BOOKS                     | BRODART                | BOOKS                           | B5734496    | 09/19/19 | 52.05     | 28240   |
| 440-5700-532900                                 | AV MATERIAL               | MIDWEST TAPE           | AUDIO BOOKS                     | 97846163    | 09/19/19 | 775.77    | 28249   |
| 440-5700-532900                                 | AV MATERIAL               | MIDWEST TAPE           | AUDIO BOOKS                     | 97883989    | 09/19/19 | 109.97    | 28249   |
| Total For Dept 5700 CAPITAL OUTLAY EXPENDITURES |                           |                        |                                 |             |          | 4,009.55  |         |
| Dept 5890 USE OF DESIGNATED FUNDS               |                           |                        |                                 |             |          |           |         |
| 440-5890-580600                                 | DONATED FUND EXPENDITURES | AMERICANA FLOWER STATI | MEMORY CAFE FLOWER ARRANGING    | 8118        | 09/13/19 | 270.00    | 28238   |
| 440-5890-580600                                 | DONATED FUND EXPENDITURES | BROWN, LYNETTE         | ZUMBA CLASSES                   | 91019       | 09/13/19 | 150.00    | 28241   |
| 440-5890-580600                                 | DONATED FUND EXPENDITURES | ENGBERG ANDERSON INC   | SPACE STUDY                     | 19300800-02 | 09/13/19 | 3,828.00  | 28247   |
| 440-5890-580600                                 | DONATED FUND EXPENDITURES | MOONWISE HERBS LLC     | COOKING WITH HERBS PROGRAM      | 917600      | 09/13/19 | 300.00    | 28251   |
| 440-5890-580600                                 | DONATED FUND EXPENDITURES | PAUL TIMM              | SHIPWRECK OF LADY ELGIN PROGRAM | 92319       | 09/13/19 | 75.00     | 28255   |
| 440-5890-580600                                 | DONATED FUND EXPENDITURES | MIKE SCHNEIDER         | PINT SIZE POLKAS                | 4683        | 09/19/19 | 250.00    | 28250   |
| Total For Dept 5890 USE OF DESIGNATED FUNDS     |                           |                        |                                 |             |          | 4,873.00  |         |
| Total For Fund 440 LIBRARY FUND                 |                           |                        |                                 |             |          | 13,423.91 |         |



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DB: Mukwonago

INVOICE GL DISTRIBUTION REPORT FOR MUKWONAGO  
EXP CHECK RUN DATES 08/30/2019 - 09/20/2019  
JOURNALIZED PAID  
BANK CODE: GEN - CHECK TYPE: PAPER CHECK

| GL Number    | Inv. Line Desc | Vendor | Invoice Desc.         | Invoice | Due Date | Amount    | check # |
|--------------|----------------|--------|-----------------------|---------|----------|-----------|---------|
| Fund Totals: |                |        | Fund 440 LIBRARY FUND |         |          | 13,423.91 |         |
|              |                |        | Total For All Funds:  |         |          | 13,423.91 |         |



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DB: Mukwonago

MUKWONAGO BOARD FOR MUKWONAGO  
POST DATES 09/13/2019 - 09/13/2019  
JOURNALIZED PAID  
BANK CODE: GEN - CHECK TYPE: EFT

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| INVOICE<br>NUMBER                 | DESCRIPTION             | AMOUNT   | APPROVAL<br>DEPARTMENT | DISTRIBUTIONS\AMOUNTS  |
|-----------------------------------|-------------------------|----------|------------------------|------------------------|
| VENDOR NAME: VILLAGE OF MUKWONAGO |                         |          |                        |                        |
| AUG-PLANNER                       | PLANNER TIME ON PROJECT | 208.68   | FINANCE                | 100-0000-211425 208.68 |
| JULY-PLANNER                      | PLANNER TIME ON PROJECT | 13.04    | FINANCE                | 100-0000-211425 13.04  |
| AUGUST-PLANNER                    | PLANNER TIME ON PROJECT | 130.43   | FINANCE                | 100-0000-211425 130.43 |
| JULY-PLANNER                      | PLANNER TIME ON PROJECT | 182.60   | FINANCE                | 100-0000-211425 182.60 |
| AUGUST-PLANNER                    | PLANNER TIME ON PROJECT | 286.94   | FINANCE                | 100-0000-211425 286.94 |
| JUNE-AUGUST PLANNER               | PLANNER TIME ON PROJECT | 182.60   | FINANCE                | 100-0000-211425 182.60 |
| JUN/JUL-PLANNER                   | PLANNER TIME ON PROJECT | 182.60   | FINANCE                | 100-0000-211425 182.60 |
| AUGUST-PLANNER                    | PLANNER TIME ON PROJECT | 495.62   | FINANCE                | 100-0000-211425 495.62 |
| JULY-PLANNER                      | PLANNER TIME ON PROJECT | 5.22     | FINANCE                | 100-0000-211425 5.22   |
| AUGUST-PLANNER                    | PLANNER TIME ON PROJECT | 78.26    | FINANCE                | 100-0000-211425 78.26  |
| JULY-PLANNER                      | PLANNER TIME ON PROJECT | 39.13    | FINANCE                | 100-0000-211425 39.13  |
| TOTAL VENDOR VILLAGE OF MUKWONAGO |                         | 1,805.12 |                        |                        |
| GRAND TOTAL:                      |                         | 1,805.12 |                        |                        |



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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
CHECK DATE FROM 09/01/2019 - 09/30/2019

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| Check Date | Bank | Check # | Payee                          | Description                         | GL #            | Amount         |
|------------|------|---------|--------------------------------|-------------------------------------|-----------------|----------------|
| 09/06/2019 | GEN  | 28236   | VANTAGEPOINT TRANSFER AGENTS   | DEFERRED COMPENSATION               | 100-0000-215250 | 3,046.43       |
|            |      | 28236   |                                | DEFERRED COMPENSATION               | 150-0000-215250 | 7.75           |
|            |      | 28236   |                                | DEFERRED COMPENSATION               | 440-0000-215250 | 443.43         |
|            |      | 28236   |                                | DEFERRED COMPENSATION               | 610-0000-215250 | 207.73         |
|            |      | 28236   |                                | DEFERRED COMPENSATION               | 620-0000-215250 | 259.25         |
|            |      |         |                                |                                     |                 | <hr/> 3,964.59 |
| 09/06/2019 | GEN  | 41 (E)  | GREAT WEST RETIREMENT SERVICES | DEFERRED COMPENSATION               | 100-0000-215250 | 521.00         |
|            |      | 41 (E)  |                                | DEFERRED COMPENSATION               | 150-0000-215250 | 74.00          |
|            |      | 41 (E)  |                                | DEFERRED COMPENSATION               | 610-0000-215250 | 100.00         |
|            |      | 41 (E)  |                                | DEFERRED COMPENSATION               | 620-0000-215250 | 100.00         |
|            |      |         |                                |                                     |                 | <hr/> 795.00   |
| 09/06/2019 | GEN  | 42 (E)  | PAYROLLDATA.COM                | OTHER                               | 100-5142-539900 | 131.71         |
|            |      | 42 (E)  |                                | PROFESSIONAL SERVICES               | 150-5221-521900 | 131.70         |
|            |      | 42 (E)  |                                | OTHER                               | 440-5511-539900 | 131.70         |
|            |      | 42 (E)  |                                | MISC GENERAL EXPENSES               | 610-6920-693000 | 131.70         |
|            |      | 42 (E)  |                                | MISC GENERAL EXPENSE                | 620-8400-856000 | 131.70         |
|            |      |         |                                |                                     |                 | <hr/> 658.51   |
| 09/10/2019 | GEN  | 43 (E)  | INVOICE CLOUD                  | INVOICE CLOUD CC MONTHLY FEE - MISC | 100-5142-539900 | 2.70           |
|            |      | 43 (E)  |                                | INVOICE CLOUD CC MONTHLY FEE -      | 410-5363-539900 | 49.10          |
|            |      | 43 (E)  |                                | INVOICE CLOUD CC ACH RETURN FEE -   | 610-6920-692100 | 64.10          |
|            |      | 43 (E)  |                                | INVOICE CLOUD CC MONTHLY FEE -      | 620-8300-840000 | 49.10          |
|            |      |         |                                |                                     |                 | <hr/> 165.00   |
| 09/19/2019 | GEN  | 28335   | VANTAGEPOINT TRANSFER AGENTS   | DEFERRED COMPENSATION               | 100-0000-215250 | 2,952.02       |
|            |      | 28335   |                                | DEFERRED COMPENSATION               | 150-0000-215250 | 1.41           |
|            |      | 28335   |                                | DEFERRED COMPENSATION               | 440-0000-215250 | 451.21         |
|            |      | 28335   |                                | DEFERRED COMPENSATION               | 610-0000-215250 | 231.94         |
|            |      | 28335   |                                | DEFERRED COMPENSATION               | 620-0000-215250 | 234.01         |
|            |      |         |                                |                                     |                 | <hr/> 3,870.59 |
| 09/19/2019 | GEN  | 28336   | MINNESOTA LIFE INSURANCE       | LIFE INSURANCE PAYABLE              | 100-0000-215301 | 1,271.10       |
|            |      | 28336   |                                | LIFE INSURANCE PAYABLE              | 150-0000-215301 | 130.83         |
|            |      | 28336   |                                | LIFE INSURANCE PAYABLE              | 440-0000-215301 | 181.52         |



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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
CHECK DATE FROM 09/01/2019 - 09/30/2019

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| Check Date | Bank | Check # | Payee                          | Description                    | GL #            | Amount          |
|------------|------|---------|--------------------------------|--------------------------------|-----------------|-----------------|
|            |      | 28336   |                                | LIFE INSURANCE PAYABLE         | 610-0000-215301 | 79.05           |
|            |      | 28336   |                                | LIFE INSURANCE PAYABLE         | 620-0000-215301 | 66.46           |
|            |      |         |                                |                                |                 | <hr/> 1,728.96  |
| 09/20/2019 | GEN  | 45 (E)  | GREAT WEST RETIREMENT SERVICES | DEFERRED COMPENSATION          | 100-0000-215250 | 500.00          |
|            |      | 45 (E)  |                                | DEFERRED COMPENSATION          | 150-0000-215250 | 74.00           |
|            |      | 45 (E)  |                                | DEFERRED COMPENSATION          | 610-0000-215250 | 100.00          |
|            |      | 45 (E)  |                                | DEFERRED COMPENSATION          | 620-0000-215250 | 100.00          |
|            |      |         |                                |                                |                 | <hr/> 774.00    |
| 09/20/2019 | GEN  | 47 (E)  | PAYROLLDATA.COM                | OTHER                          | 100-5142-539900 | 89.45           |
|            |      | 47 (E)  |                                | PROFESSIONAL SERVICES          | 150-5221-521900 | 89.43           |
|            |      | 47 (E)  |                                | OTHER                          | 440-5511-539900 | 89.43           |
|            |      | 47 (E)  |                                | MISC GENERAL EXPENSES          | 610-6920-693000 | 89.43           |
|            |      | 47 (E)  |                                | MISC GENERAL EXPENSE           | 620-8400-856000 | 89.43           |
|            |      |         |                                |                                |                 | <hr/> 447.17    |
| 09/23/2019 | GEN  | 46 (E)  | EMPLOYEE TRUST FUNDS           | HEALTH INSURANCE PAYABLE       | 100-0000-215300 | 48,380.87       |
|            |      | 46 (E)  |                                | HEALTH INSURANCE PAYABLE       | 150-0000-215300 | 8,961.50        |
|            |      | 46 (E)  |                                | HEALTH INSURANCE PAYABLE       | 440-0000-215300 | 6,387.93        |
|            |      | 46 (E)  |                                | HEALTH INSURANCE PAYABLE       | 610-0000-215300 | 3,443.19        |
|            |      | 46 (E)  |                                | HEALTH INSURANCE PAYABLE       | 620-0000-215300 | 4,727.07        |
|            |      |         |                                |                                |                 | <hr/> 71,900.56 |
| 09/24/2019 | GEN  | 28337   | WALWORTH CTY TREASURER         | OTHER                          | 100-5142-539900 | 35.29           |
|            |      | 28337   |                                | DEPOSITORY CASH                | 410-0000-111300 | 19.35           |
|            |      | 28337   |                                | DEPOSITORY CASH                | 610-0000-111300 | 64.70           |
|            |      | 28337   |                                | DEPOSITORY CASH                | 620-0000-111300 | 210.05          |
|            |      |         |                                |                                |                 | <hr/> 329.39    |
| 09/25/2019 | GEN  | 28338   | PIZZA HUT INC #13467           | METERED SALES-RESIDENTIAL      | 620-4010-461100 | 372.30          |
| 09/26/2019 | GEN  | 28339   | AFLAC                          | SUPPLEMENTAL INSURANCE PAYABLE | 100-0000-215302 | 261.85          |
|            |      | 28339   |                                | SUPPLEMENTAL INSURANCE PAYABLE | 150-0000-215302 | 258.21          |
|            |      | 28339   |                                | SUPPLEMENTAL INSURANCE PAYABLE | 610-0000-215302 | 50.74           |
|            |      | 28339   |                                | SUPPLEMENTAL INSURANCE PAYABLE | 620-0000-215302 | 50.76           |



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CHECK DISBURSEMENT REPORT FOR MUKWONAGO  
CHECK DATE FROM 09/01/2019 - 09/30/2019

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| Check Date | Bank | Check # | Payee                         | Description                    | GL #            | Amount          |
|------------|------|---------|-------------------------------|--------------------------------|-----------------|-----------------|
|            |      |         |                               |                                |                 | 621.56          |
| 09/26/2019 | GEN  | 28340   | MUKWONAGO PROFESSIONAL POLICE | UNION DUES PAYABLE             | 100-0000-215500 | 560.00          |
| 09/26/2019 | GEN  | 28341   | MUKWONAGO PROFESSIONAL        | UNION DUES PAYABLE             | 150-0000-215500 | 270.00          |
| 09/26/2019 | GEN  | 28342   | VILLAGE OF MUKWONAGO MRA      | FLEXIBLE SPENDING CONTRIBUTION | 100-0000-215350 | 1,573.04        |
|            |      | 28342   |                               | FLEXIBLE SPENDING CONTRIBUTION | 150-0000-215350 | 203.84          |
|            |      | 28342   |                               | FLEXIBLE SPENDING CONTRIBUTION | 440-0000-215350 | 70.00           |
|            |      |         |                               |                                |                 | <hr/> 1,846.88  |
| 09/30/2019 | GEN  | 51 (E)  | WI RETIREMENT SYSTEM          | RETIREMENT                     | 100-0000-215200 | 27,996.11       |
|            |      | 51 (E)  |                               | RETIREMENT                     | 150-0000-215200 | 7,327.32        |
|            |      | 51 (E)  |                               | RETIREMENT                     | 440-0000-215200 | 4,996.08        |
|            |      | 51 (E)  |                               | RETIREMENT                     | 610-0000-215200 | 2,279.40        |
|            |      | 51 (E)  |                               | RETIREMENT                     | 620-0000-215200 | 1,903.96        |
|            |      |         |                               |                                |                 | <hr/> 44,502.87 |
|            |      |         | TOTAL - ALL FUNDS             | TOTAL OF 16 CHECKS             |                 | 132,807.38      |



User: rgallo

BANK CODE: GEN PAY BY: EFT TRANSFER ENTRY DATES 09/16/2019 - 09/16/2019

DB: Mukwonago

| Post Date                    | Journal | Description                      | GL Number                                    | DR Amount       | CR Amount       |
|------------------------------|---------|----------------------------------|--|-----------------|-----------------|
| 09/16/2019                   | AP      | TIME WARNER CABLE                | Invoice: 09142019 Ref#: 36599 (MONTHLY BILL) |                 |                 |
| AP Trx #: 59295              |         |                                  |  |                 |                 |
|                              |         | TELEPHONE-COURT                  | 100-5120-522500                              | 79.12           |                 |
|                              |         | TELEPHONE-ADMIN                  | 100-5141-522500                              | 87.09           |                 |
|                              |         | TELEPHONE-CLERK                  | 100-5142-522500                              | 157.15          |                 |
|                              |         | PROFESSIONAL SERVICES-ELECTIONS  | 100-5144-521900                              | 26.45           |                 |
|                              |         | TELEPHONE-POLICE                 | 100-5211-522500                              | 839.07          |                 |
|                              |         | TELEPHONE-BLDG INSP              | 100-5241-522500                              | 44.33           |                 |
|                              |         | TELEPHONE-DPW                    | 100-5323-522500                              | 79.88           |                 |
|                              |         | TELEPHONE-MUSEUM                 | 100-5512-522500                              | 154.96          |                 |
|                              |         | TELEPHONE-FIRE                   | 150-5221-522500                              | 797.85          |                 |
|                              |         | TELEPHONE-TID                    | 220-5140-522500                              | 2.53            |                 |
|                              |         | TELEPHONE-RECYCLING              | 410-5363-522500                              | 5.07            |                 |
|                              |         | TELEPHONE-LIBRARY                | 440-5511-522500                              | 586.96          |                 |
|                              |         | TELEPHONE-STORM WATER            | 500-5344-522500                              | 2.53            |                 |
|                              |         | OFFICE SUPPLIES & EXPENSES-WATER | 610-6920-692100                              | 43.09           |                 |
|                              |         | OFFICE SUPPLIES & EXPENSES-SEWER | 620-8400-851000                              | 43.09           |                 |
|                              |         | Vnd: 0591 Invoice: 09142019      | 100-0000-211000                              |                 | 1,468.05        |
|                              |         | Vnd: 0591 Invoice: 09142019      | 150-0000-211000                              |                 | 797.85          |
|                              |         | Vnd: 0591 Invoice: 09142019      | 220-0000-211000                              |                 | 2.53            |
|                              |         | Vnd: 0591 Invoice: 09142019      | 410-0000-211000                              |                 | 5.07            |
|                              |         | Vnd: 0591 Invoice: 09142019      | 440-0000-211000                              |                 | 586.96          |
|                              |         | Vnd: 0591 Invoice: 09142019      | 500-0000-211000                              |                 | 2.53            |
|                              |         | Vnd: 0591 Invoice: 09142019      | 610-0000-211000                              |                 | 43.09           |
|                              |         | Vnd: 0591 Invoice: 09142019      | 620-0000-211000                              |                 | 43.09           |
|                              |         | Expected Check Run: 09/27/2019   |  |                 |                 |
|                              |         |                                  |  | <u>2,949.17</u> | <u>2,949.17</u> |
|                              |         |                                  |  | <u>2,949.17</u> | <u>2,949.17</u> |
| Cash/Payable Account Totals: |         |                                  |  |                 |                 |
|                              |         | VOUCHERS PAYABLE                 | 100-0000-211000                              |                 | 1,468.05        |
|                              |         | VOUCHERS PAYABLE                 | 150-0000-211000                              |                 | 797.85          |
|                              |         | VOUCHERS PAYABLE                 | 220-0000-211000                              |                 | 2.53            |
|                              |         | VOUCHERS PAYABLE                 | 410-0000-211000                              |                 | 5.07            |
|                              |         | VOUCHERS PAYABLE                 | 440-0000-211000                              |                 | 586.96          |
|                              |         | VOUCHERS PAYABLE                 | 500-0000-211000                              |                 | 2.53            |
|                              |         | VOUCHERS PAYABLE                 | 610-0000-211000                              |                 | 43.09           |
|                              |         | VOUCHERS PAYABLE                 | 620-0000-211000                              |                 | 43.09           |
|                              |         | GRAND TOTAL:                     |  |                 | <u>2,949.17</u> |



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## INVOICE REGISTER REPORT FOR MUKWONAGO

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POST DATES 08/01/2019 - 08/31/2019

JOURNALIZED PAID

BANK CODE: GEN VENDOR CODE: MISCCC - CHECK TYPE: EFT

CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num                            | Vendor                        | Inv Date                       | Due Date   | Inv Amt  | Amt Due | Status | Jrnalized  |
|------------------------------------|-------------------------------|--------------------------------|------------|----------|---------|--------|------------|
| Inv Ref#                           | Description                   | Entered By                     |            |          |         |        | Post Date  |
| Purchase Card Vendor: 0002 US BANK |                               |                                |            |          |         |        |            |
| BITTNER RONALD                     |                               |                                |            |          |         |        |            |
| 36103                              | UWEX REGISTRATION             | 07/25/2019                     | 08/30/2019 | 195.00   | 0.00    | Paid   | Y          |
|                                    | RON CONT. ED                  | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 100-5323-533500               | TRAINING & TRAVEL              |            | 195.00   |         |        |            |
| CASTLE WAYNE A                     |                               |                                |            |          |         |        |            |
| 36104                              | M AND M CONTROL SERVICE       | 07/18/2019                     | 08/30/2019 | 32.64    | 0.00    | Paid   | Y          |
|                                    | INFLUENTIAL PRESSURE GAUGE    | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 620-8010-827000               | OPERATION SUPPLY/EXPENSE       |            | 32.64    |         |        |            |
| DELIKAT CODY                       |                               |                                |            |          |         |        |            |
| 36105                              | OPC*WISCONSIN RURAL WTR       | 07/18/2019                     | 08/30/2019 | 1,580.00 | 0.00    | Paid   | Y          |
|                                    | CROSS CONNECTION TRAINING     | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 610-6920-692300               | OUTSIDE SERVICES EMPLOYED      |            | 1,580.00 |         |        |            |
| DELIKAT CODY                       |                               |                                |            |          |         |        |            |
| 36106                              | OPC MSC*SERVICE FEE 024       | 07/18/2019                     | 08/30/2019 | 50.36    | 0.00    | Paid   | Y          |
|                                    | CROSS CONNECTION TRAINING     | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 610-6920-692300               | OUTSIDE SERVICES EMPLOYED      |            | 50.36    |         |        |            |
| DELIKAT CODY                       |                               |                                |            |          |         |        |            |
| 36107                              | THE HOME DEPOT #4921          | 07/25/2019                     | 08/30/2019 | 25.46    | 0.00    | Paid   | Y          |
|                                    | PRESSURE WASHER PARTS FOR HYD | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 610-6454-665400               | MAINTENANCE-HYDRANTS           |            | 25.46    |         |        |            |
| DELIKAT CODY                       |                               |                                |            |          |         |        |            |
| 36108                              | RIVER S EDGE WASH & LUBE      | 08/02/2019                     | 08/30/2019 | 68.24    | 0.00    | Paid   | Y          |
|                                    | OIL CHANGE FOR SERVICE TRUCK  | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 610-6920-693300               | TRANSPORTATION EXPENSES        |            | 68.24    |         |        |            |
| DELIKAT CODY                       |                               |                                |            |          |         |        |            |
| 36109                              | THE HOME DEPOT #4921          | 08/05/2019                     | 08/30/2019 | 199.00   | 0.00    | Paid   | Y          |
|                                    | TOOLS FOR SERVICE TRUCK       | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 610-6200-662300               | OPERATION SUPPLY/EXP-PUMPING   |            | 199.00   |         |        |            |
| DELIKAT CODY                       |                               |                                |            |          |         |        |            |
| 36110                              | USPS PO 5657100149            | 08/13/2019                     | 08/30/2019 | 3.66     | 0.00    | Paid   | Y          |
|                                    | WATER SAMPLE POSTAGE          | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 610-6300-663200               | OPERATION SUPPLY/EXP-TREATMENT |            | 3.66     |         |        |            |



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DB: Mukwonago

## INVOICE REGISTER REPORT FOR MUKWONAGO

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POST DATES 08/01/2019 - 08/31/2019

JOURNALIZED PAID

BANK CODE: GEN VENDOR CODE: MISCCC - CHECK TYPE: EFT

CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num                            | Vendor                               | Inv Date                             | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|--------------------------------------|--------------------------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description                          | Entered By                           |            |         |         |        | Post Date  |
|                                    | GL Distribution                      |                                      |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                      |                                      |            |         |         |        |            |
| DOHERTY DIANA                      |                                      |                                      |            |         |         |        |            |
| 36111                              | RADISSON HOTEL                       | 07/19/2019                           | 08/30/2019 | 460.00  | 0.00    | Paid   | Y          |
|                                    | HOTEL TREASURER CONFERENCE - GREEN   | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-533500                      | TRAINING & TRAVEL                    |            | 460.00  |         |        |            |
| DOHERTY DIANA                      |                                      |                                      |            |         |         |        |            |
| 36112                              | WISCONSIN MUNICIPAL CLER             | 07/29/2019                           | 08/30/2019 | 25.00   | 0.00    | Paid   | Y          |
|                                    | WMCA ASSOCIATE MEMBERSHIP            | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-532400                      | MEMBERSHIP DUES                      |            | 25.00   |         |        |            |
| DYKSTRA DIANA                      |                                      |                                      |            |         |         |        |            |
| 36113                              | AMZN MKTP US*MA2SQ91O1               | 07/31/2019                           | 08/30/2019 | 69.93   | 0.00    | Paid   | Y          |
|                                    | CLERK COMPUTER UPGRADE 250 GB MEMORY | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-539500                      | CLERK COMPUTER UPGRADE 250GB MEMORY  |            | 69.93   |         |        |            |
| DYKSTRA DIANA                      |                                      |                                      |            |         |         |        |            |
| 36114                              | AMZN MKTP US*MA5P763H0               | 08/01/2019                           | 08/30/2019 | 205.94  | 0.00    | Paid   | Y          |
|                                    | 27" MONITOR AND WIRELESS KEYBOARD    | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-539500                      | 27"MONITOR AND WIRELESS KEYBOARD SET |            | 205.94  |         |        |            |
| DYKSTRA DIANA                      |                                      |                                      |            |         |         |        |            |
| 36115                              | AMAZON.COM*MA1WJ5J10 AMZN            | 08/02/2019                           | 08/30/2019 | 63.99   | 0.00    | Paid   | Y          |
|                                    | COMPUTER UPGRADE MATERIALS           | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-531100                      | COMPUTER UPGRADE MATERIALS           |            | 63.99   |         |        |            |
| DYKSTRA DIANA                      |                                      |                                      |            |         |         |        |            |
| 36116                              | AMZN MKTP US*MA4IJ0KT2               | 08/07/2019                           | 08/30/2019 | 139.14  | 0.00    | Paid   | Y          |
|                                    | OFFICE SUPPLIES                      | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-531100                      | SUPPLIES                             |            | 118.56  |         |        |            |
|                                    | 100-5241-531100                      | SUPPLIES                             |            | 20.58   |         |        |            |
| DYKSTRA DIANA                      |                                      |                                      |            |         |         |        |            |
| 36117                              | MOY'S RESTAURANT                     | 08/07/2019                           | 08/30/2019 | 22.10   | 0.00    | Paid   | Y          |
|                                    | WAL CO CLERK ELECTION TRAINING       | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5144-533500                      | WAL CO CLERK ELECTION TRAINING MTG   |            | 22.10   |         |        |            |
| DYKSTRA DIANA                      |                                      |                                      |            |         |         |        |            |
| 36118                              | AMZN MKTP US*MA67Y67H2               | 08/07/2019                           | 08/30/2019 | 41.96   | 0.00    | Paid   | Y          |
|                                    | OFFICE SUPPLIES                      | rgallo                               |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-531100                      | GENERAL OFFICE SUPPLIES              |            | 41.96   |         |        |            |



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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num                            | Vendor                  | Inv Date                       | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|-------------------------|--------------------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description             | Entered By                     |            |         |         |        | Post Date  |
|                                    | GL Distribution         |                                |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                         |                                |            |         |         |        |            |
| DYKSTRA DIANA                      |                         |                                |            |         |         |        |            |
| 36119                              | VISTAPR*VISTAPRINT.COM  | 08/09/2019                     | 08/30/2019 | 23.62   | 0.00    | Paid   | Y          |
|                                    | BUSINESS CARDS          | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-531100         | BUSINESS CARDS                 |            | 23.62   |         |        |            |
| DYKSTRA DIANA                      |                         |                                |            |         |         |        |            |
| 36120                              | AMZN MKTP US*MA4OK7QW0  | 08/13/2019                     | 08/30/2019 | 59.95   | 0.00    | Paid   | Y          |
|                                    | CASH BOX FOR FRONT DESK | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-531100         | SUPPLIES                       |            | 59.95   |         |        |            |
| FRISCH LAURA L                     |                         |                                |            |         |         |        |            |
| 36121                              | WM SUPERCENTER #1571    | 07/16/2019                     | 08/30/2019 | 22.62   | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES        | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-533100         | PROGRAMMING                    |            | 22.62   |         |        |            |
| FRISCH LAURA L                     |                         |                                |            |         |         |        |            |
| 36122                              | WM SUPERCENTER #1571    | 07/16/2019                     | 08/30/2019 | 13.20   | 0.00    | Paid   | Y          |
|                                    | WEED KILLER             | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100         | SUPPLIES                       |            | 13.20   |         |        |            |
| FRISCH LAURA L                     |                         |                                |            |         |         |        |            |
| 36123                              | WAL-MART #1571          | 07/17/2019                     | 08/30/2019 | 2.46    | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES        | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100         | SUPPLIES                       |            | 2.46    |         |        |            |
| FRISCH LAURA L                     |                         |                                |            |         |         |        |            |
| 36124                              | HOBBY LOBBY #560        | 07/18/2019                     | 08/30/2019 | 33.89   | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES        | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531400         | META SPACE EQUIPMENT & SUPPLIE |            | 33.89   |         |        |            |
| FRISCH LAURA L                     |                         |                                |            |         |         |        |            |
| 36125                              | FACEBK *676JYKAY82      | 07/19/2019                     | 08/30/2019 | 92.99   | 0.00    | Paid   | Y          |
|                                    | EVENT AD                | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600         | DONATED FUND EXPENDITURES      |            | 92.99   |         |        |            |
| FRISCH LAURA L                     |                         |                                |            |         |         |        |            |
| 36126                              | DBC*BLICK ART MATERIAL  | 07/20/2019                     | 08/30/2019 | 58.69   | 0.00    | Paid   | Y          |
|                                    | BLOCK PRINTING INK      | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531400         | META SPACE EQUIPMENT & SUPPLIE |            | 58.69   |         |        |            |



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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num                            | Vendor                    | Inv Date                       | Due Date   | Inv Amt  | Amt Due | Status | Jrnalized  |
|------------------------------------|---------------------------|--------------------------------|------------|----------|---------|--------|------------|
| Inv Ref#                           | Description               | Entered By                     |            |          |         |        | Post Date  |
|                                    | GL Distribution           |                                |            |          |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                           |                                |            |          |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36127                              | AUDIO VISUAL OF MILWAUKEE | 07/22/2019                     | 08/30/2019 | 1,838.13 | 0.00    | Paid   | Y          |
|                                    | LASER PROJECTOR           | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5511-539500           | REPAIRS & MAINTENANCE          |            | 1,838.13 |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36128                              | WM SUPERCENTER #1571      | 07/23/2019                     | 08/30/2019 | 58.77    | 0.00    | Paid   | Y          |
|                                    | MEMORY CAFE SUPPLIES      | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600           | DONATED FUND EXPENDITURES      |            | 58.77    |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36129                              | AMZN MKTP US*MA56K2ZV1    | 07/23/2019                     | 08/30/2019 | 73.98    | 0.00    | Paid   | Y          |
|                                    | MINI ELECTRIC MOTOR       | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5511-531400           | META SPACE EQUIPMENT & SUPPLIE |            | 73.98    |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36130                              | AMZN MKTP US*MA14D1322    | 07/23/2019                     | 08/30/2019 | 35.75    | 0.00    | Paid   | Y          |
|                                    | CLEANING SUPPLIES         | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5511-531100           | SUPPLIES                       |            | 35.75    |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36131                              | WM SUPERCENTER #1571      | 07/24/2019                     | 08/30/2019 | 31.07    | 0.00    | Paid   | Y          |
|                                    | MEMORY CAFE SUPPLIES      | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600           | DONATED FUND EXPENDITURES      |            | 31.07    |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36132                              | WM SUPERCENTER #1571      | 07/24/2019                     | 08/30/2019 | 8.76     | 0.00    | Paid   | Y          |
|                                    | WEED KILLER               | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600           | DONATED FUND EXPENDITURES      |            | 8.76     |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36133                              | PICK N SAVE #384          | 07/25/2019                     | 08/30/2019 | 24.98    | 0.00    | Paid   | Y          |
|                                    | MEMORY CAFE               | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600           | DONATED FUND EXPENDITURES      |            | 24.98    |         |        |            |
| FRISCH LAURA L                     |                           |                                |            |          |         |        |            |
| 36134                              | AMZN MKTP US*MH00N6RG0    | 07/25/2019                     | 08/30/2019 | 56.94    | 0.00    | Paid   | Y          |
|                                    | BATTERIES & SUPPLIES      | rgallo                         |            |          |         |        | 08/16/2019 |
|                                    | 440-5511-531400           | META SPACE EQUIPMENT & SUPPLIE |            | 56.94    |         |        |            |



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SORTED BY CARDHOLDER

| Inv Num                            | Vendor                 | Inv Date                  | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|------------------------|---------------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description            | Entered By                |            |         |         |        | Post Date  |
|                                    | GL Distribution        |                           |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                        |                           |            |         |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36135                              | THE GARDEN MART        | 07/25/2019                | 08/30/2019 | 272.00  | 0.00    | Paid   | Y          |
|                                    | MULCH                  | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 272.00  |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36136                              | THE GARDEN MART        | 07/25/2019                | 08/30/2019 | 24.59   | 0.00    | Paid   | Y          |
|                                    | GARDEN GLOVES          | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 24.59   |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36137                              | WALMART.COM 8009666546 | 07/29/2019                | 08/30/2019 | 118.00  | 0.00    | Paid   | Y          |
|                                    | TENT                   | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 118.00  |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36138                              | AMZN MKTP US*MA6DJ6FC0 | 07/29/2019                | 08/30/2019 | 39.95   | 0.00    | Paid   | Y          |
|                                    | MOP                    | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100        | SUPPLIES                  |            | 39.95   |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36139                              | WM SUPERCENTER #1571   | 07/30/2019                | 08/30/2019 | 86.72   | 0.00    | Paid   | Y          |
|                                    | BACKYARD BASH SUPPLIES | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 86.72   |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36140                              | WM SUPERCENTER #1571   | 07/30/2019                | 08/30/2019 | 8.86    | 0.00    | Paid   | Y          |
|                                    | CLEANING SUPPLIES      | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100        | SUPPLIES                  |            | 8.86    |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36141                              | FLEET FARM 5000        | 07/30/2019                | 08/30/2019 | 42.03   | 0.00    | Paid   | Y          |
|                                    | COOLER                 | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 42.03   |         |        |            |
| FRISCH LAURA L                     |                        |                           |            |         |         |        |            |
| 36142                              | MILLS FLEET FARM 4000  | 07/30/2019                | 08/30/2019 | 52.54   | 0.00    | Paid   | Y          |
|                                    | NESCO ROASTER          | rgallo                    |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 52.54   |         |        |            |



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SORTED BY CARDHOLDER

| Inv Num                            | Vendor               | Inv Date                       | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|----------------------|--------------------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description          | Entered By                     |            |         |         |        | Post Date  |
|                                    | GL Distribution      |                                |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                      |                                |            |         |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36143                              | THE HOME DEPOT #4921 | 07/31/2019                     | 08/30/2019 | 19.97   | 0.00    | Paid   | Y          |
|                                    | BATTERIES            | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531400      | META SPACE EQUIPMENT & SUPPLIE |            | 19.97   |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36144                              | ADOBE *ACROPRO SUBS  | 08/01/2019                     | 08/30/2019 | 15.75   | 0.00    | Paid   | Y          |
|                                    | ACROBAT              | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-534000      | DIGITAL MATERIALS              |            | 15.75   |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36145                              | WM SUPERCENTER #1571 | 08/02/2019                     | 08/30/2019 | 452.82  | 0.00    | Paid   | Y          |
|                                    | BACK YARD BASH       | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600      | DONATED FUND EXPENDITURES      |            | 452.82  |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36146                              | AMZN MKTP US         | 08/03/2019                     | 08/30/2019 | (39.95) | 0.00    | Paid   | Y          |
|                                    | MOP CREDIT           | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100      | SUPPLIES                       |            | (39.95) |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36147                              | WM SUPERCENTER #1571 | 08/06/2019                     | 08/30/2019 | 81.15   | 0.00    | Paid   | Y          |
|                                    | METASPACE PROGRAM    | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531400      | META SPACE EQUIPMENT & SUPPLIE |            | 81.15   |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36148                              | THE HOME DEPOT #4921 | 08/06/2019                     | 08/30/2019 | 9.90    | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES     | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531400      | META SPACE EQUIPMENT & SUPPLIE |            | 9.90    |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36149                              | MAILCHIMP *MONTHLY   | 08/08/2019                     | 08/30/2019 | 50.00   | 0.00    | Paid   | Y          |
|                                    | MONTHLY NEWSLETTER   | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-534000      | DIGITAL MATERIALS              |            | 50.00   |         |        |            |
| FRISCH LAURA L                     |                      |                                |            |         |         |        |            |
| 36150                              | WM SUPERCENTER #1571 | 08/09/2019                     | 08/30/2019 | 29.98   | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES     | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600      | DONATED FUND EXPENDITURES      |            | 29.98   |         |        |            |



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SORTED BY CARDHOLDER

| Inv Num                            | Vendor                          | Inv Date                       | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|---------------------------------|--------------------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description                     | Entered By                     |            |         |         |        | Post Date  |
|                                    | GL Distribution                 |                                |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                 |                                |            |         |         |        |            |
| FRISCH LAURA L                     |                                 |                                |            |         |         |        |            |
| 36151                              | WAL-MART #1571 SE2              | 08/09/2019                     | 08/30/2019 | (39.74) | 0.00    | Paid   | Y          |
|                                    | GLUE/ CREDIT                    | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531400                 | META SPACE EQUIPMENT & SUPPLIE |            | (39.74) |         |        |            |
| FRISCH LAURA L                     |                                 |                                |            |         |         |        |            |
| 36152                              | AMZN MKTP US*MA9KQ9K11          | 08/11/2019                     | 08/30/2019 | 191.58  | 0.00    | Paid   | Y          |
|                                    | BACKYARD BASH SUPPLIES          | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600                 | DONATED FUND EXPENDITURES      |            | 191.58  |         |        |            |
| FRISCH LAURA L                     |                                 |                                |            |         |         |        |            |
| 36153                              | WAL-MART #1571                  | 08/12/2019                     | 08/30/2019 | 35.92   | 0.00    | Paid   | Y          |
|                                    | CLEANING SUPPLIES               | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100                 | SUPPLIES                       |            | 35.92   |         |        |            |
| FRISCH LAURA L                     |                                 |                                |            |         |         |        |            |
| 36154                              | WM SUPERCENTER #1571            | 08/12/2019                     | 08/30/2019 | 19.39   | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES                | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5890-580600                 | DONATED FUND EXPENDITURES      |            | 19.39   |         |        |            |
| FRISCH LAURA L                     |                                 |                                |            |         |         |        |            |
| 36155                              | STAPLS0176890400000001          | 08/13/2019                     | 08/30/2019 | 14.96   | 0.00    | Paid   | Y          |
|                                    | CARDSTOCK                       | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-531100                 | SUPPLIES                       |            | 14.96   |         |        |            |
| GOURDOUX LINDA                     |                                 |                                |            |         |         |        |            |
| 36156                              | RADISSON HOTEL                  | 07/19/2019                     | 08/30/2019 | 460.00  | 0.00    | Paid   | Y          |
|                                    | CLERKS INSTITUTE HOTEL          | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-533500                 | TRAINING & TRAVEL              |            | 460.00  |         |        |            |
| GOURDOUX LINDA                     |                                 |                                |            |         |         |        |            |
| 36157                              | WM SUPERCENTER #1571            | 07/23/2019                     | 08/30/2019 | 45.57   | 0.00    | Paid   | Y          |
|                                    | PARTY SUPPLIES JUDYS RETIREMENT | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-539800                 | EMPLOYEE RECOGNITION           |            | 45.57   |         |        |            |
| GOURDOUX LINDA                     |                                 |                                |            |         |         |        |            |
| 36158                              | WAL-MART #1571                  | 07/25/2019                     | 08/30/2019 | 3.75    | 0.00    | Paid   | Y          |
|                                    | CARD JUDY RETIREMENT            | rgallo                         |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-539800                 | EMPLOYEE RECOGNITION           |            | 3.75    |         |        |            |



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| Inv Num                            | Vendor                         | Inv Date          | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|--------------------------------|-------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description                    | Entered By        |            |         |         |        | Post Date  |
|                                    | GL Distribution                |                   |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                |                   |            |         |         |        |            |
| GOURDOUX LINDA                     |                                |                   |            |         |         |        |            |
| 36159                              | CHILI S GRILL & BAR 212        | 07/25/2019        | 08/30/2019 | 42.53   | 0.00    | Paid   | Y          |
|                                    | JUDY, DIANA, LINDA LUNCH AFTER | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-533500                | TRAINING & TRAVEL |            | 42.53   |         |        |            |
| HARLEY ROBERT J                    |                                |                   |            |         |         |        |            |
| 36160                              | DOA E PAY DOC SALES            | 08/06/2019        | 08/30/2019 | 829.41  | 0.00    | Paid   | Y          |
|                                    | STATE SEALS                    | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5241-531100                | SUPPLIES          |            | 829.41  |         |        |            |
| HARLEY ROBERT J                    |                                |                   |            |         |         |        |            |
| 36161                              | DOA E PAY DOC SALES            | 08/07/2019        | 08/30/2019 | 21.41   | 0.00    | Paid   | Y          |
|                                    | STOP WOR ORDERS                | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5241-531100                | SUPPLIES          |            | 21.41   |         |        |            |
| ISELY MARY JO                      |                                |                   |            |         |         |        |            |
| 36162                              | AMZN MKTP US*MH2HA02Y1         | 07/15/2019        | 08/30/2019 | 6.37    | 0.00    | Paid   | Y          |
|                                    | DVD                            | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900                | AV MATERIAL       |            | 6.37    |         |        |            |
| ISELY MARY JO                      |                                |                   |            |         |         |        |            |
| 36163                              | AMZN DIGITAL*MH1PD32S2 88      | 07/16/2019        | 08/30/2019 | 14.70   | 0.00    | Paid   | Y          |
|                                    | KINDLE                         | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900                | AV MATERIAL       |            | 14.70   |         |        |            |
| ISELY MARY JO                      |                                |                   |            |         |         |        |            |
| 36164                              | AMZN DIGITAL*MH8MI4KK2         | 07/16/2019        | 08/30/2019 | 15.75   | 0.00    | Paid   | Y          |
|                                    | KINDLE                         | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900                | AV MATERIAL       |            | 15.75   |         |        |            |
| ISELY MARY JO                      |                                |                   |            |         |         |        |            |
| 36165                              | AMZN MKTP US*MH6AR8B90         | 07/17/2019        | 08/30/2019 | 8.99    | 0.00    | Paid   | Y          |
|                                    | CD                             | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900                | AV MATERIAL       |            | 8.99    |         |        |            |
| ISELY MARY JO                      |                                |                   |            |         |         |        |            |
| 36166                              | AMZN MKTP US*MH2KK1UW0         | 07/24/2019        | 08/30/2019 | 24.99   | 0.00    | Paid   | Y          |
|                                    | DVD                            | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900                | AV MATERIAL       |            | 24.99   |         |        |            |



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| Inv Num                            | Vendor                 | Inv Date          | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|------------------------|-------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description            | Entered By        |            |         |         |        | Post Date  |
|                                    | GL Distribution        |                   |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                        |                   |            |         |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36167                              | AMZN MKTP US*MA1Q80F70 | 07/29/2019        | 08/30/2019 | 271.30  | 0.00    | Paid   | Y          |
|                                    | DVDS                   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900        | AV MATERIAL       |            | 271.30  |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36168                              | AMZN MKTP US*MA9AM24K0 | 07/29/2019        | 08/30/2019 | 196.11  | 0.00    | Paid   | Y          |
|                                    | DVDS                   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900        | AV MATERIAL       |            | 196.11  |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36169                              | AMAZON.COM*MA3H66L70   | 07/31/2019        | 08/30/2019 | 30.96   | 0.00    | Paid   | Y          |
|                                    | BOOKS                  | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532800        | BOOKS             |            | 30.96   |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36170                              | AMZN MKTP US*MA2TR9LB0 | 07/31/2019        | 08/30/2019 | 27.99   | 0.00    | Paid   | Y          |
|                                    | DVDS                   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900        | AV MATERIAL       |            | 27.99   |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36171                              | NETFLIX.COM            | 08/01/2019        | 08/30/2019 | 15.99   | 0.00    | Paid   | Y          |
|                                    | STREAMING SERVICE AUG  | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-534000        | DIGITAL MATERIALS |            | 15.99   |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36172                              | AMZN MKTP US*MA61I1Q12 | 08/03/2019        | 08/30/2019 | 69.98   | 0.00    | Paid   | Y          |
|                                    | DVDS                   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900        | AV MATERIAL       |            | 69.98   |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36173                              | AMZN MKTP US*MA8VF2VJ1 | 08/04/2019        | 08/30/2019 | 27.89   | 0.00    | Paid   | Y          |
|                                    | DVDS                   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900        | AV MATERIAL       |            | 27.89   |         |        |            |
| ISELY MARY JO                      |                        |                   |            |         |         |        |            |
| 36174                              | AMZN MKTP US*MA3P35G00 | 08/07/2019        | 08/30/2019 | 16.97   | 0.00    | Paid   | Y          |
|                                    | BOOK                   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532800        | BOOKS             |            | 16.97   |         |        |            |



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SORTED BY CARDHOLDER

| Inv Num                            | Vendor                       | Inv Date                     | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|------------------------------|------------------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description                  | Entered By                   |            |         |         |        | Post Date  |
|                                    | GL Distribution              |                              |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                              |                              |            |         |         |        |            |
| ISELY MARY JO                      |                              |                              |            |         |         |        |            |
| 36175                              | AMZN MKTP US*MAIKE88Z1 AM    | 08/07/2019                   | 08/30/2019 | 188.61  | 0.00    | Paid   | Y          |
|                                    | DVDS                         | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900              | AV MATERIAL                  |            | 188.61  |         |        |            |
| ISELY MARY JO                      |                              |                              |            |         |         |        |            |
| 36176                              | AMZN MKTP US*MA7TM3PO0       | 08/07/2019                   | 08/30/2019 | 4.75    | 0.00    | Paid   | Y          |
|                                    | DVD                          | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900              | AV MATERIAL                  |            | 4.75    |         |        |            |
| ISELY MARY JO                      |                              |                              |            |         |         |        |            |
| 36177                              | AMAZON.COM*MA0PP0UT2 AMZN    | 08/08/2019                   | 08/30/2019 | 9.99    | 0.00    | Paid   | Y          |
|                                    | CD                           | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900              | AV MATERIAL                  |            | 9.99    |         |        |            |
| ISELY MARY JO                      |                              |                              |            |         |         |        |            |
| 36178                              | ACORN TV MONTHLY             | 08/08/2019                   | 08/30/2019 | 6.29    | 0.00    | Paid   | Y          |
|                                    | MONTHLY SUBSCRIPTION         | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 440-5511-534000              | DIGITAL MATERIALS            |            | 6.29    |         |        |            |
| ISELY MARY JO                      |                              |                              |            |         |         |        |            |
| 36179                              | AMAZON.COM*MA1BR88Y0 AMZN    | 08/12/2019                   | 08/30/2019 | 83.58   | 0.00    | Paid   | Y          |
|                                    | DVDS                         | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 440-5700-532900              | AV MATERIAL                  |            | 83.58   |         |        |            |
| KINDER MATTHEW                     |                              |                              |            |         |         |        |            |
| 36180                              | THE HOME DEPOT #4921         | 08/02/2019                   | 08/30/2019 | 148.12  | 0.00    | Paid   | Y          |
|                                    | TOOLS FOR CRANE TRUCK        | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 620-8010-827000              | OPERATION SUPPLY/EXPENSE     |            | 148.12  |         |        |            |
| KINDER MATTHEW                     |                              |                              |            |         |         |        |            |
| 36181                              | THE HOME DEPOT #4921         | 08/05/2019                   | 08/30/2019 | 20.01   | 0.00    | Paid   | Y          |
|                                    | WELL HOUSE CLEANING SUPPLIES | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 610-6200-662300              | OPERATION SUPPLY/EXP-PUMPING |            | 20.01   |         |        |            |
| KINDER MATTHEW                     |                              |                              |            |         |         |        |            |
| 36182                              | KWIK TRIP 28200002824        | 08/09/2019                   | 08/30/2019 | 3.98    | 0.00    | Paid   | Y          |
|                                    | ICE FOR WASTEWATER SAMPLES   | rgallo                       |            |         |         |        | 08/16/2019 |
|                                    | 620-8010-826000              | OTHER CHEMICALS              |            | 3.98    |         |        |            |



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| Inv Num                            | Vendor                               | Inv Date              | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|--------------------------------------|-----------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description                          | Entered By            |            |         |         |        | Post Date  |
|                                    | GL Distribution                      |                       |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                      |                       |            |         |         |        |            |
| MILLER KENNETH                     |                                      |                       |            |         |         |        |            |
| 36183                              | THE HOME DEPOT #4921                 | 08/01/2019            | 08/30/2019 | 25.77   | 0.00    | Paid   | Y          |
|                                    | PAINT HARDENER FOR HYDRANTS          | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 610-6454-665400                      | MAINTENANCE-HYDRANTS  |            | 25.77   |         |        |            |
| SCHMIDT KEVIN B                    |                                      |                       |            |         |         |        |            |
| 36184                              | STAPLS0176626234000001               | 08/02/2019            | 08/30/2019 | 36.85   | 0.00    | Paid   | Y          |
|                                    | WISBUY - 3 PACKS OF AA BATTERIES, 12 | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 100-5211-531100                      | SUPPLIES              |            | 36.85   |         |        |            |
| SCHMIDT KEVIN B                    |                                      |                       |            |         |         |        |            |
| 36185                              | EASYKEYSCOM INC                      | 08/06/2019            | 08/30/2019 | 31.64   | 0.00    | Paid   | Y          |
|                                    | 2 HON 129R KEYS & 2 HON 135E KEYS    | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 100-5211-531100                      | SUPPLIES              |            | 31.64   |         |        |            |
| SMITH JAMES A                      |                                      |                       |            |         |         |        |            |
| 36186                              | THE HOME DEPOT #4921                 | 07/22/2019            | 08/30/2019 | 28.00   | 0.00    | Paid   | Y          |
|                                    | WATER SERVICE REPAIR DRAKE CRT       | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 610-6452-665200                      | MAINTENANCE-SERVICES  |            | 28.00   |         |        |            |
| SMITH JAMES A                      |                                      |                       |            |         |         |        |            |
| 36187                              | 5 STAR CITGO                         | 08/05/2019            | 08/30/2019 | 3.38    | 0.00    | Paid   | Y          |
|                                    | ICE FOR WASTEWATER SAMPLES           | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 620-8010-826000                      | OTHER CHEMICALS       |            | 3.38    |         |        |            |
| STIEN JEFFREY R                    |                                      |                       |            |         |         |        |            |
| 36188                              | PAYPAL *MABASWISCON                  | 07/15/2019            | 08/30/2019 | 125.00  | 0.00    | Paid   | Y          |
|                                    | MABAS CONFERENCE 2019                | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5221-533500                      | TRAINING & TRAVEL     |            | 125.00  |         |        |            |
| STIEN JEFFREY R                    |                                      |                       |            |         |         |        |            |
| 36189                              | WM SUPERCENTER #1571                 | 07/17/2019            | 08/30/2019 | 10.82   | 0.00    | Paid   | Y          |
|                                    | FIRE SUPPLIES                        | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5221-531100                      | SUPPLIES              |            | 10.82   |         |        |            |
| STIEN JEFFREY R                    |                                      |                       |            |         |         |        |            |
| 36190                              | KWIK TRIP 28200002824                | 07/17/2019            | 08/30/2019 | 100.00  | 0.00    | Paid   | Y          |
|                                    | COOPER REIMBURSEMENT FOR BOAT        | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5222-539500                      | REPAIRS & MAINTENANCE |            | 100.00  |         |        |            |



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| Inv Num                            | Vendor                              | Inv Date                | Due Date   | Inv Amt  | Amt Due | Status | Jrnalized  |
|------------------------------------|-------------------------------------|-------------------------|------------|----------|---------|--------|------------|
| Inv Ref#                           | Description                         | Entered By              |            |          |         |        | Post Date  |
|                                    | GL Distribution                     |                         |            |          |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                     |                         |            |          |         |        |            |
| STIEN JEFFREY R                    |                                     |                         |            |          |         |        |            |
| 36191                              | E-RIGGING.COM                       | 07/18/2019              | 08/30/2019 | 115.74   | 0.00    | Paid   | Y          |
|                                    | AMBULANCE CABINET SUPPLIES          | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 150-5231-531100                     | SUPPLIES                |            | 115.74   |         |        |            |
| STIEN JEFFREY R                    |                                     |                         |            |          |         |        |            |
| 36192                              | PAYPAL *DISCOUNTPAR                 | 07/18/2019              | 08/30/2019 | 108.16   | 0.00    | Paid   | Y          |
|                                    | SAW REPAIR                          | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 150-5222-539500                     | REPAIRS & MAINTENANCE   |            | 108.16   |         |        |            |
| STIEN JEFFREY R                    |                                     |                         |            |          |         |        |            |
| 36193                              | EMBROIDME                           | 07/22/2019              | 08/30/2019 | 460.48   | 0.00    | Paid   | Y          |
|                                    | HAHN CLOTHING ALLOWANCE             | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 150-5221-534600                     | CLOTHING ALLOWANCE      |            | 460.48   |         |        |            |
| STIEN JEFFREY R                    |                                     |                         |            |          |         |        |            |
| 36194                              | AMZN MKTP US*MA6HU53L2              | 07/23/2019              | 08/30/2019 | 250.22   | 0.00    | Paid   | Y          |
|                                    | IPAD SCREEN PROTECTORS              | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 150-5222-531100                     | SUPPLIES                |            | 250.22   |         |        |            |
| STIEN JEFFREY R                    |                                     |                         |            |          |         |        |            |
| 36195                              | WAL-MART #1571                      | 08/05/2019              | 08/30/2019 | 1.16     | 0.00    | Paid   | Y          |
|                                    | STAFF PICTURES                      | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 150-5222-531100                     | SUPPLIES                |            | 1.16     |         |        |            |
| STREIT DANIEL                      |                                     |                         |            |          |         |        |            |
| 36196                              | GANSON ENGINEERING                  | 07/22/2019              | 08/30/2019 | 144.10   | 0.00    | Paid   | Y          |
|                                    | 36 ROLLS OF THERMAL BLANK PAPER FOR | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 100-5212-521900                     | PROFESSIONAL SERVICES   |            | 144.10   |         |        |            |
| SURA MATTHEW J                     |                                     |                         |            |          |         |        |            |
| 36197                              | IPOINT                              | 07/22/2019              | 08/30/2019 | 2,495.00 | 0.00    | Paid   | Y          |
|                                    | IPAD MOUNTS                         | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 430-5700-571300                     | FIRE DEPT CAPITAL EQUIP |            | 2,495.00 |         |        |            |
| SURA MATTHEW J                     |                                     |                         |            |          |         |        |            |
| 36198                              | AMZN MKTP US*MA7RH7NO2              | 07/23/2019              | 08/30/2019 | 139.95   | 0.00    | Paid   | Y          |
|                                    | STATION CAMERA                      | rgallo                  |            |          |         |        | 08/16/2019 |
|                                    | 150-5221-531100                     | SUPPLIES                |            | 139.95   |         |        |            |



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| Inv Num                            | Vendor                   | Inv Date              | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|--------------------------|-----------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description              | Entered By            |            |         |         |        | Post Date  |
|                                    | GL Distribution          |                       |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                          |                       |            |         |         |        |            |
| SURA MATTHEW J                     |                          |                       |            |         |         |        |            |
| 36199                              | AMZN MKTP US*MA4IG2LB1   | 07/23/2019            | 08/30/2019 | 72.90   | 0.00    | Paid   | Y          |
|                                    | CAT6 CABLE FOR CAMERAS   | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5221-531100          | SUPPLIES              |            | 72.90   |         |        |            |
| SURA MATTHEW J                     |                          |                       |            |         |         |        |            |
| 36200                              | AMZN MKTP US*MH6P67WF0   | 07/26/2019            | 08/30/2019 | 279.90  | 0.00    | Paid   | Y          |
|                                    | STATION CAMERAS          | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5221-531100          | SUPPLIES              |            | 279.90  |         |        |            |
| SURA MATTHEW J                     |                          |                       |            |         |         |        |            |
| 36201                              | FINISH LINE              | 08/03/2019            | 08/30/2019 | 199.69  | 0.00    | Paid   | Y          |
|                                    | SURA CLOTHING ALLOWANCE  | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5221-534600          | CLOTHING ALLOWANCE    |            | 199.69  |         |        |            |
| SURA MATTHEW J                     |                          |                       |            |         |         |        |            |
| 36202                              | AMZN MKTP US*MA1I846R2   | 08/03/2019            | 08/30/2019 | 114.83  | 0.00    | Paid   | Y          |
|                                    | POWER SUPPLIES FOR IPADS | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5222-531100          | SUPPLIES              |            | 114.83  |         |        |            |
| SURA MATTHEW J                     |                          |                       |            |         |         |        |            |
| 36203                              | AMZN MKTP US*MA1788WN2   | 08/11/2019            | 08/30/2019 | 63.61   | 0.00    | Paid   | Y          |
|                                    | IPAD SUPPLIES            | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5222-531100          | SUPPLIES              |            | 63.61   |         |        |            |
| SURA MATTHEW J                     |                          |                       |            |         |         |        |            |
| 36204                              | AMZN MKTP US*MA55G8Y82   | 08/12/2019            | 08/30/2019 | 220.00  | 0.00    | Paid   | Y          |
|                                    | EMS MEDICAL BAGS         | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5231-531100          | SUPPLIES              |            | 220.00  |         |        |            |
| TAUBERT JUDITH                     |                          |                       |            |         |         |        |            |
| 36205                              | AMAZON PRIME             | 08/14/2019            | 08/30/2019 | 119.67  | 0.00    | Paid   | Y          |
|                                    | AMAZON PRIME MEMBERSHIP  | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 100-5142-532400          | MEMBERSHIP DUES       |            | 119.67  |         |        |            |
| WEGNER ANDREW P                    |                          |                       |            |         |         |        |            |
| 36206                              | ACTIVE911 INC            | 07/26/2019            | 08/30/2019 | 611.00  | 0.00    | Paid   | Y          |
|                                    | ACTIVE911 SUBSCRIPTION   | rgallo                |            |         |         |        | 08/16/2019 |
|                                    | 150-5221-521900          | PROFESSIONAL SERVICES |            | 611.00  |         |        |            |



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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num                            | Vendor                            | Inv Date          | Due Date   | Inv Amt | Amt Due | Status | Jrnalized  |
|------------------------------------|-----------------------------------|-------------------|------------|---------|---------|--------|------------|
| Inv Ref#                           | Description                       | Entered By        |            |         |         |        | Post Date  |
|                                    | GL Distribution                   |                   |            |         |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                   |                   |            |         |         |        |            |
| WEGNER LEE                         |                                   |                   |            |         |         |        |            |
| 36207                              | UWEX REGISTRATION                 | 07/24/2019        | 08/30/2019 | 80.00   | 0.00    | Paid   | Y          |
|                                    | MIKE PASER TRAINING               | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5323-533500                   | TRAINING & TRAVEL |            | 80.00   |         |        |            |
| WEGNER LEE                         |                                   |                   |            |         |         |        |            |
| 36208                              | AMERICAN PUBLIC WORKS             | 07/26/2019        | 08/30/2019 | 114.00  | 0.00    | Paid   | Y          |
|                                    | PW DUES LEE W.                    | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5300-532400                   | MEMBERSHIP DUES   |            | 114.00  |         |        |            |
| WEGNER LEE                         |                                   |                   |            |         |         |        |            |
| 36209                              | AMERICAN PUBLIC WORKS             | 08/01/2019        | 08/30/2019 | 75.00   | 0.00    | Paid   | Y          |
|                                    | ONLINE COURSE LEE W.              | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5323-533500                   | TRAINING & TRAVEL |            | 75.00   |         |        |            |
| WEIDL JOHN S                       |                                   |                   |            |         |         |        |            |
| 36210                              | SQ *ESPRESSO LOVE C               | 07/19/2019        | 08/30/2019 | 6.25    | 0.00    | Paid   | Y          |
|                                    | TRAVEL GW LAWSUIT MTG             | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-533500                   | TRAINING & TRAVEL |            | 6.25    |         |        |            |
| WEIDL JOHN S                       |                                   |                   |            |         |         |        |            |
| 36211                              | UWEX REGISTRATION                 | 07/24/2019        | 08/30/2019 | 415.00  | 0.00    | Paid   | Y          |
|                                    | UWEX CLASS - COMMUNICATION SKILLS | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-533500                   | TRAINING & TRAVEL |            | 415.00  |         |        |            |
| WEIDL JOHN S                       |                                   |                   |            |         |         |        |            |
| 36212                              | FRANKS PIGGLY WIGGL               | 07/25/2019        | 08/30/2019 | 16.32   | 0.00    | Paid   | Y          |
|                                    | ROTARY MEMBERSHIP - FOOD PANTRY   | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-531100                   | SUPPLIES          |            | 16.32   |         |        |            |
| WEIDL JOHN S                       |                                   |                   |            |         |         |        |            |
| 36213                              | WM SUPERCENTER #1571              | 07/26/2019        | 08/30/2019 | 196.16  | 0.00    | Paid   | Y          |
|                                    | JUDY'S RETIREMENT                 | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-539900                   | OTHER             |            | 196.16  |         |        |            |
| WEIDL JOHN S                       |                                   |                   |            |         |         |        |            |
| 36214                              | TAYLOR S PEOPLES PARK             | 07/31/2019        | 08/30/2019 | 15.56   | 0.00    | Paid   | Y          |
|                                    | TRAVEL - DOT MEETING              | rgallo            |            |         |         |        | 08/16/2019 |
|                                    | 100-5141-533500                   | TRAINING & TRAVEL |            | 15.56   |         |        |            |



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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num                            | Vendor                          | Inv Date                    | Due Date   | Inv Amt  | Amt Due | Status | Jrnalized  |
|------------------------------------|---------------------------------|-----------------------------|------------|----------|---------|--------|------------|
| Inv Ref#                           | Description                     | Entered By                  |            |          |         |        | Post Date  |
|                                    | GL Distribution                 |                             |            |          |         |        |            |
| Purchase Card Vendor: 0002 US BANK |                                 |                             |            |          |         |        |            |
| WEIDL JOHN S                       |                                 |                             |            |          |         |        |            |
| 36215                              | SQ *THE STEAMING CUP            | 07/31/2019                  | 08/30/2019 | 5.47     | 0.00    | Paid   | Y          |
|                                    | TRAVEL - LAWSUIT GW MTG WITH    | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 100-5141-533500                 | TRAINING & TRAVEL           |            | 5.47     |         |        |            |
| WEIDL JOHN S                       |                                 |                             |            |          |         |        |            |
| 36216                              | THE BUSINESS JOURNALS           | 08/09/2019                  | 08/30/2019 | 115.00   | 0.00    | Paid   | Y          |
|                                    | BUSINESS JOURNAL ONLINE RENEWAL | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 100-5141-531100                 | SUPPLIES                    |            | 115.00   |         |        |            |
| ZIMMERMANN ANGE                    |                                 |                             |            |          |         |        |            |
| 36217                              | AMZN MKTP US*MA7HC64V2          | 07/21/2019                  | 08/30/2019 | 399.00   | 0.00    | Paid   | Y          |
|                                    | SUMMER PROGRAM                  | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600                 | DONATED FUND EXPENDITURES   |            | 399.00   |         |        |            |
| ZIMMERMANN ANGE                    |                                 |                             |            |          |         |        |            |
| 36218                              | FARONICS TECHNOLOGIES USA       | 07/22/2019                  | 08/30/2019 | 262.50   | 0.00    | Paid   | Y          |
|                                    | DEEP FREEZE YEARLY FEE          | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 440-5511-522000                 | CONTRACTUAL SERVICES        |            | 262.50   |         |        |            |
| ZIMMERMANN ANGE                    |                                 |                             |            |          |         |        |            |
| 36219                              | AMZN MKTP US*MA8B11ZC2          | 07/22/2019                  | 08/30/2019 | 83.39    | 0.00    | Paid   | Y          |
|                                    | TENT                            | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600                 | DONATED FUND EXPENDITURES   |            | 83.39    |         |        |            |
| ZIMMERMANN ANGE                    |                                 |                             |            |          |         |        |            |
| 36220                              | MOBILE BEACON                   | 07/23/2019                  | 08/30/2019 | 1,920.00 | 0.00    | Paid   | Y          |
|                                    | HOTSPOT RENEWAL                 | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 440-5511-581100                 | EQUIPMENT (NON-CAPITALIZED) |            | 1,920.00 |         |        |            |
| ZIMMERMANN ANGE                    |                                 |                             |            |          |         |        |            |
| 36221                              | AMZN MKTP US*MH3VV9UE0          | 07/23/2019                  | 08/30/2019 | 62.60    | 0.00    | Paid   | Y          |
|                                    | PROGRAM SUPPLIES                | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600                 | DONATED FUND EXPENDITURES   |            | 62.60    |         |        |            |
| ZIMMERMANN ANGE                    |                                 |                             |            |          |         |        |            |
| 36222                              | SCHOOL OUTFITTERS               | 07/25/2019                  | 08/30/2019 | 713.03   | 0.00    | Paid   | Y          |
|                                    | LIGHT TABLE                     | rgallo                      |            |          |         |        | 08/16/2019 |
|                                    | 440-5890-580600                 | DONATED FUND EXPENDITURES   |            | 713.03   |         |        |            |



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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num  | Vendor          | Inv Date   | Due Date | Inv Amt | Amt Due | Status | Jrnalized |
|----------|-----------------|------------|----------|---------|---------|--------|-----------|
| Inv Ref# | Description     | Entered By |          |         |         |        | Post Date |
|          | GL Distribution |            |          |         |         |        |           |

Purchase Card Vendor: 0002 US BANK

ZIMMERMANN ANGE

|       |                        |                           |            |        |      |      |            |
|-------|------------------------|---------------------------|------------|--------|------|------|------------|
| 36223 | AMZN MKTP US*MA83T4PA1 | 08/01/2019                | 08/30/2019 | 241.37 | 0.00 | Paid | Y          |
|       | BACK YARD BASH         | rgallo                    |            |        |      |      | 08/16/2019 |
|       | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 241.37 |      |      |            |

ZIMMERMANN ANGE

|       |                        |                           |            |       |      |      |            |
|-------|------------------------|---------------------------|------------|-------|------|------|------------|
| 36224 | AMZN MKTP US*MA03H41D0 | 08/05/2019                | 08/30/2019 | 80.00 | 0.00 | Paid | Y          |
|       | TATTOOS                | rgallo                    |            |       |      |      | 08/16/2019 |
|       | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 80.00 |      |      |            |

ZIMMERMANN ANGE

|       |                           |             |            |       |      |      |            |
|-------|---------------------------|-------------|------------|-------|------|------|------------|
| 36225 | AMAZON.COM*MA8NS30D0 AMZN | 08/06/2019  | 08/30/2019 | 59.00 | 0.00 | Paid | Y          |
|       | GENEALOGY HANDBOOK        | rgallo      |            |       |      |      | 08/16/2019 |
|       | 440-5511-533100           | PROGRAMMING |            | 59.00 |      |      |            |

ZIMMERMANN ANGE

|       |                        |                           |            |       |      |      |            |
|-------|------------------------|---------------------------|------------|-------|------|------|------------|
| 36226 | AMZN MKTP US*MA6ZY28Z1 | 08/06/2019                | 08/30/2019 | 66.10 | 0.00 | Paid | Y          |
|       | SIDEWALK CHALK         | rgallo                    |            |       |      |      | 08/16/2019 |
|       | 440-5890-580600        | DONATED FUND EXPENDITURES |            | 66.10 |      |      |            |

ZIMMERMANN ANGE

|       |                        |                   |            |       |      |      |            |
|-------|------------------------|-------------------|------------|-------|------|------|------------|
| 36227 | ADOBE *IL CREATIVE CLD | 08/09/2019        | 08/30/2019 | 22.06 | 0.00 | Paid | Y          |
|       | ILLUSTRATOR            | rgallo            |            |       |      |      | 08/16/2019 |
|       | 440-5511-534000        | DIGITAL MATERIALS |            | 22.06 |      |      |            |

Total Purchase Card Vendor: 0002 US BANK

|           |      |
|-----------|------|
| 20,406.31 | 0.00 |
|-----------|------|

# of Invoices: 123 # Due: 0 Totals:

|           |      |
|-----------|------|
| 20,486.00 | 0.00 |
|-----------|------|

# of Credit Memos: 2 # Due: 0 Totals:

|         |      |
|---------|------|
| (79.69) | 0.00 |
|---------|------|

Net of Invoices and Credit Memos:

|           |      |
|-----------|------|
| 20,406.31 | 0.00 |
|-----------|------|

--- TOTALS BY GL DISTRIBUTION ---

|                 |                      |        |
|-----------------|----------------------|--------|
| 100-5141-531100 | SUPPLIES             | 191.27 |
| 100-5141-532400 | MEMBERSHIP DUES      | 25.00  |
| 100-5141-533500 | TRAINING & TRAVEL    | 902.28 |
| 100-5141-539800 | EMPLOYEE RECOGNITION | 49.32  |
| 100-5141-539900 | OTHER                | 196.16 |
| 100-5142-531100 | SUPPLIES             | 248.13 |



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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

| Inv Num  | Vendor          | Inv Date                       | Due Date | Inv Amt  | Amt Due | Status | Jrnalized |
|----------|-----------------|--------------------------------|----------|----------|---------|--------|-----------|
| Inv Ref# | Description     | Entered By                     |          |          |         |        | Post Date |
|          | GL Distribution |                                |          |          |         |        |           |
|          | 100-5142-532400 | MEMBERSHIP DUES                |          | 119.67   |         |        |           |
|          | 100-5142-533500 | TRAINING & TRAVEL              |          | 502.53   |         |        |           |
|          | 100-5142-539500 | REPAIRS & MAINTENANCE          |          | 275.87   |         |        |           |
|          | 100-5144-533500 | TRAINING & TRAVEL              |          | 22.10    |         |        |           |
|          | 100-5211-531100 | SUPPLIES                       |          | 68.49    |         |        |           |
|          | 100-5212-521900 | PROFESSIONAL SERVICES          |          | 144.10   |         |        |           |
|          | 100-5241-531100 | SUPPLIES                       |          | 871.40   |         |        |           |
|          | 100-5300-532400 | MEMBERSHIP DUES                |          | 114.00   |         |        |           |
|          | 100-5323-533500 | TRAINING & TRAVEL              |          | 350.00   |         |        |           |
|          | 150-5221-521900 | PROFESSIONAL SERVICES          |          | 611.00   |         |        |           |
|          | 150-5221-531100 | SUPPLIES                       |          | 503.57   |         |        |           |
|          | 150-5221-533500 | TRAINING & TRAVEL              |          | 125.00   |         |        |           |
|          | 150-5221-534600 | CLOTHING ALLOWANCE             |          | 660.17   |         |        |           |
|          | 150-5222-531100 | SUPPLIES                       |          | 429.82   |         |        |           |
|          | 150-5222-539500 | REPAIRS & MAINTENANCE          |          | 208.16   |         |        |           |
|          | 150-5231-531100 | SUPPLIES                       |          | 335.74   |         |        |           |
|          | 430-5700-571300 | FIRE DEPT CAPITAL EQUIP        |          | 2,495.00 |         |        |           |
|          | 440-5511-522000 | CONTRACTUAL SERVICES           |          | 262.50   |         |        |           |
|          | 440-5511-531100 | SUPPLIES                       |          | 111.15   |         |        |           |
|          | 440-5511-531400 | META SPACE EQUIPMENT & SUPPLIE |          | 294.78   |         |        |           |
|          | 440-5511-533100 | PROGRAMMING                    |          | 81.62    |         |        |           |
|          | 440-5511-534000 | DIGITAL MATERIALS              |          | 110.09   |         |        |           |
|          | 440-5511-539500 | REPAIRS & MAINTENANCE          |          | 1,838.13 |         |        |           |
|          | 440-5511-581100 | EQUIPMENT (NON-CAPITALIZED)    |          | 1,920.00 |         |        |           |
|          | 440-5700-532800 | BOOKS                          |          | 47.93    |         |        |           |
|          | 440-5700-532900 | AV MATERIAL                    |          | 951.00   |         |        |           |
|          | 440-5890-580600 | DONATED FUND EXPENDITURES      |          | 3,151.71 |         |        |           |
|          | 610-6200-662300 | OPERATION SUPPLY/EXP-PUMPING   |          | 219.01   |         |        |           |
|          | 610-6300-663200 | OPERATION SUPPLY/EXP-TREATMENT |          | 3.66     |         |        |           |
|          | 610-6452-665200 | MAINTENANCE-SERVICES           |          | 28.00    |         |        |           |
|          | 610-6454-665400 | MAINTENANCE-HYDRANTS           |          | 51.23    |         |        |           |
|          | 610-6920-692300 | OUTSIDE SERVICES EMPLOYED      |          | 1,630.36 |         |        |           |
|          | 610-6920-693300 | TRANSPORTATION EXPENSES        |          | 68.24    |         |        |           |
|          | 620-8010-826000 | OTHER CHEMICALS                |          | 7.36     |         |        |           |
|          | 620-8010-827000 | OPERATION SUPPLY/EXPENSE       |          | 180.76   |         |        |           |



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CREDIT CARD TRANSACTIONS FOR BOARD

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| Inv Num                                | Vendor                             | Inv Date   | Due Date | Inv Amt  | Amt Due | Status | Jrnalized |
|--|------------------------------------|------------|----------|----------|---------|--------|-----------|
| Inv Ref#                               | Description                        | Entered By |          |          |         |        | Post Date |
|  | GL Distribution                    |            |          |          |         |        |           |
| --- TOTALS BY FUND ---                 |                                    |            |          |          |         |        |           |
|  | 100 - GENERAL FUND                 |            |          | 4,080.32 | 0.00    |        |           |
|  | 150 - FIRE/AMBULANCE FUND          |            |          | 2,873.46 | 0.00    |        |           |
|  | 430 - CAPITAL EQUIPMENT FUND       |            |          | 2,495.00 | 0.00    |        |           |
|  | 440 - LIBRARY FUND                 |            |          | 8,768.91 | 0.00    |        |           |
|  | 610 - WATER UTILITY FUND           |            |          | 2,000.50 | 0.00    |        |           |
|  | 620 - SEWER UTILITY FUND           |            |          | 188.12   | 0.00    |        |           |
| --- TOTALS BY DEPT/ACTIVITY ---        |                                    |            |          |          |         |        |           |
|  | 5141 - VILLAGE ADMINISTRATION/FINA |            |          | 1,364.03 | 0.00    |        |           |
|  | 5142 - CLERK-TREASURER             |            |          | 1,146.20 | 0.00    |        |           |
|  | 5144 - ELECTIONS                   |            |          | 22.10    | 0.00    |        |           |
|  | 5211 - POLICE ADMINISTRATION       |            |          | 68.49    | 0.00    |        |           |
|  | 5212 - POLICE PATROL               |            |          | 144.10   | 0.00    |        |           |
|  | 5221 - FIRE ADMINISTRATION         |            |          | 1,899.74 | 0.00    |        |           |
|  | 5222 - FIRE SUPPRESSION            |            |          | 637.98   | 0.00    |        |           |
|  | 5231 - AMBULANCE                   |            |          | 335.74   | 0.00    |        |           |
|  | 5241 - BUILDING INSPECTOR          |            |          | 871.40   | 0.00    |        |           |
|  | 5300 - DPW GENERAL ADMINISTRATION  |            |          | 114.00   | 0.00    |        |           |
|  | 5323 - GARAGE                      |            |          | 350.00   | 0.00    |        |           |
|  | 5511 - LIBRARY SERVICES            |            |          | 4,618.27 | 0.00    |        |           |
|  | 5700 - CAPITAL OUTLAY EXPENDITURES |            |          | 3,493.93 | 0.00    |        |           |
|  | 5890 - USE OF DESIGNATED FUNDS     |            |          | 3,151.71 | 0.00    |        |           |
|  | 6200 - PUMPING OPERATIONS          |            |          | 219.01   | 0.00    |        |           |
|  | 6300 - WATER TREATMENT OPERATIONS  |            |          | 3.66     | 0.00    |        |           |
|  | 6452 - T&D-SERVICES MAINTENANCE    |            |          | 28.00    | 0.00    |        |           |
|  | 6454 - T&D-HYDRANTS MAINTENANCE    |            |          | 51.23    | 0.00    |        |           |
|  | 6920 - ADMINISTRATIVE & GENERAL EX |            |          | 1,698.60 | 0.00    |        |           |
|  | 8010 - WWTP-TREATMENT/DISPOSAL/GP  |            |          | 188.12   | 0.00    |        |           |
| --- TOTALS BY PAYMENT CARD ACCOUNT --- |                                    |            |          |          |         |        |           |
|  | 0366                               |            |          | 485.00   |         |        |           |
|  | 0960                               |            |          | 3,909.05 |         |        |           |
|  | 1051                               |            |          | 172.11   |         |        |           |
|  | 2365                               |            |          | 1,021.21 |         |        |           |
|  | 2380                               |            |          | 769.76   |         |        |           |
|  | 3167                               |            |          | 611.00   |         |        |           |
|  | 3861                               |            |          | 119.67   |         |        |           |
|  | 4325                               |            |          | 269.00   |         |        |           |
|  | 4366                               |            |          | 1,926.72 |         |        |           |
|  | 4746                               |            |          | 3,585.88 |         |        |           |



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CREDIT CARD TRANSACTIONS FOR BOARD

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| Inv Num                                | Vendor      | Inv Date   | Due Date | Inv Amt  | Amt Due | Status | Jrnalized |
|--|-------------|------------|----------|----------|---------|--------|-----------|
| Inv Ref#                               | Description | Entered By |          |          |         |        | Post Date |
| GL Distribution                        |             |            |          |          |         |        |           |
| --- TOTALS BY PAYMENT CARD ACCOUNT --- |             |            |          |          |         |        |           |
|  | 4952        |            |          | 850.82   |         |        |           |
|  | 5538        |            |          | 144.10   |         |        |           |
|  | 6347        |            |          | 551.85   |         |        |           |
|  | 6370        |            |          | 1,171.58 |         |        |           |
|  | 6639        |            |          | 32.64    |         |        |           |
|  | 7403        |            |          | 31.38    |         |        |           |
|  | 7940        |            |          | 3,838.65 |         |        |           |
|  | 8355        |            |          | 626.63   |         |        |           |
|  | 8378        |            |          | 68.49    |         |        |           |
|  | 8389        |            |          | 25.77    |         |        |           |
|  | 9708        |            |          | 195.00   |         |        |           |



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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution                             | Inv Date<br>Entered By                                     | Due Date   | Inv Amt                  | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|--|--|------------|--------------------------|---------|--------|-----------------------|
| 20190916<br>36856   | WE ENERGIES<br>6819-119-729 Hall<br>100-5160-522200                  | 09/16/2019<br>rgallo<br>6819-119-729 Hall                  | 10/02/2019 | 1,027.73<br><br>1,027.73 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36857   | WE ENERGIES<br>6819-119-729 Hall Gas<br>100-5160-522400              | 09/16/2019<br>rgallo<br>6819-119-729 Hall Gas              | 10/02/2019 | 10.23<br><br>10.23       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36858   | WE ENERGIES<br>0437-358-622 Flashers<br>100-5211-522200              | 09/16/2019<br>rgallo<br>0437-358-622 Flashers              | 10/02/2019 | 9.73<br><br>9.73         | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36859   | WE ENERGIES<br>5000-725-767 PD Tower meter #05662<br>100-5211-522200 | 09/16/2019<br>rgallo<br>5000-725-767 PD Tower meter #05662 | 10/02/2019 | 47.01<br><br>47.01       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36860   | WE ENERGIES<br>8818-483-919 Tower Radio Bldg<br>100-5211-522200      | 09/16/2019<br>rgallo<br>8818-483-919 Tower Radio Bldg      | 10/02/2019 | 19.60<br><br>19.60       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36861   | WE ENERGIES<br>7410-051-890 Police<br>100-5211-522200                | 09/16/2019<br>rgallo<br>7410-051-890 Police                | 10/02/2019 | 1,123.94<br><br>1,123.94 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36862   | WE ENERGIES<br>8011-380-768 Police Garage<br>100-5211-522200         | 09/16/2019<br>rgallo<br>8011-380-768 Police Garage         | 10/02/2019 | 34.25<br><br>34.25       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36863   | WE ENERGIES<br>7879-450-073 Mukw Dam<br>100-5254-522200              | 09/16/2019<br>rgallo<br>7879-450-073 Mukw Dam              | 10/02/2019 | 23.39<br><br>23.39       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36864   | WE ENERGIES<br>3893-949-966 DPW Elec<br>100-5323-522200              | 09/16/2019<br>rgallo<br>3893-949-966 DPW Elec              | 10/02/2019 | 316.66<br><br>316.66     | 0.00    | Paid   | Y<br>09/30/2019       |



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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution                               | Inv Date<br>Entered By                                       | Due Date   | Inv Amt                    | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|--|--|------------|----------------------------|---------|--------|-----------------------|
| 20190916<br>36865   | WE ENERGIES<br>3608-115-165 DPW Gas<br>100-5323-522400                 | 09/16/2019<br>rgallo<br>3608-115-165 DPW Gas                 | 10/02/2019 | 24.65<br><br>24.65         | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36866   | WE ENERGIES<br>5001-021-384 Street Lights<br>100-5342-522200           | 09/16/2019<br>rgallo<br>5001-021-384 Street Lights           | 10/02/2019 | 10,937.11<br><br>10,937.11 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36867   | WE ENERGIES<br>8808-380-714 Street Lights<br>100-5342-522200           | 09/16/2019<br>rgallo<br>8808-380-714 Street Lights           | 10/02/2019 | 2,592.75<br><br>2,592.75   | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36868   | WE ENERGIES<br>1438-746-449 Street Lights<br>100-5342-522200           | 09/16/2019<br>rgallo<br>1438-746-449 Street Lights           | 10/02/2019 | 54.41<br><br>54.41         | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36869   | WE ENERGIES<br>0647-211-550 School Crossing Lights<br>100-5342-522200  | 09/16/2019<br>rgallo<br>0647-211-550 School Crossing Lights  | 10/02/2019 | 15.71<br><br>15.71         | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36870   | WE ENERGIES<br>0659-874-941 Museum<br>100-5512-522200                  | 09/16/2019<br>rgallo<br>0659-874-941 Museum                  | 10/02/2019 | 171.59<br><br>171.59       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36871   | WE ENERGIES<br>2405-680-633 Andrews St.<br>100-5521-522200             | 09/16/2019<br>rgallo<br>2405-680-633 Andrews St.             | 10/02/2019 | 103.66<br><br>103.66       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36872   | WE ENERGIES<br>8046-699-403 Field Park<br>100-5521-522200              | 09/16/2019<br>rgallo<br>8046-699-403 Field Park              | 10/02/2019 | 119.22<br><br>119.22       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36873   | WE ENERGIES<br>8658-233-953 Fld Prk Baseball Lights<br>100-5521-522200 | 09/16/2019<br>rgallo<br>8658-233-953 Fld Prk Baseball Lights | 10/02/2019 | 42.57<br><br>42.57         | 0.00    | Paid   | Y<br>09/30/2019       |



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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution                           | Inv Date<br>Entered By | Due Date   | Inv Amt              | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|--|------------------------|------------|----------------------|---------|--------|-----------------------|
| 20190916<br>36874   | WE ENERGIES<br>6837-391-587 Parks<br>100-5521-522200               | 09/16/2019<br>rgallo   | 10/02/2019 | 26.85<br>26.85       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36875   | WE ENERGIES<br>5864-823-491 Concession Building<br>100-5521-522200 | 09/16/2019<br>rgallo   | 10/02/2019 | 223.95<br>223.95     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36876   | WE ENERGIES<br>2054-702-968 Parks<br>100-5521-522200               | 09/16/2019<br>rgallo   | 10/02/2019 | 0.00<br>0.00         | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36877   | WE ENERGIES<br>3277-621-318 F. Park Sump Pump<br>100-5521-522200   | 09/16/2019<br>rgallo   | 10/02/2019 | 17.99<br>17.99       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36878   | WE ENERGIES<br>1610-585-380 Parks<br>100-5521-522200               | 09/16/2019<br>rgallo   | 10/02/2019 | 114.99<br>114.99     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36879   | WE ENERGIES<br>3051-426-864 Miniwaukan Pavilion<br>100-5521-522200 | 09/16/2019<br>rgallo   | 10/02/2019 | 17.74<br>17.74       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36880   | WE ENERGIES<br>6881-040-700 Miniwauken Park<br>100-5521-522200     | 09/16/2019<br>rgallo   | 10/02/2019 | 35.07<br>35.07       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36881   | WE ENERGIES<br>7698-426-664 Fire<br>150-5221-522200                | 09/16/2019<br>rgallo   | 10/02/2019 | 1,064.47<br>1,064.47 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36882   | WE ENERGIES<br>9248-740-506 Library Elec<br>440-5511-522200        | 09/16/2019<br>rgallo   | 10/02/2019 | 3,246.17<br>3,246.17 | 0.00    | Paid   | Y<br>09/30/2019       |



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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution                    | Inv Date<br>Entered By | Due Date   | Inv Amt              | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|---|------------------------|------------|----------------------|---------|--------|-----------------------|
| 20190916<br>36883   | WE ENERGIES<br>4843-559-306 Library Gas<br>440-5511-522400  | 09/16/2019<br>rgallo   | 10/02/2019 | 169.93<br>169.93     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36884   | WE ENERGIES<br>9069-575-087 Well #3 Elec<br>610-6200-662200 | 09/16/2019<br>rgallo   | 10/02/2019 | 975.55<br>975.55     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36885   | WE ENERGIES<br>4400-457-029 Well #3 Gas<br>610-6200-662200  | 09/16/2019<br>rgallo   | 10/02/2019 | 9.57<br>9.57         | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36886   | WE ENERGIES<br>2409-366-321 Well #4 Elec<br>610-6200-662200 | 09/16/2019<br>rgallo   | 10/02/2019 | 916.99<br>916.99     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36887   | WE ENERGIES<br>0465-443-270 Well #4 Gas<br>610-6200-662200  | 09/16/2019<br>rgallo   | 10/02/2019 | 14.15<br>14.15       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36888   | WE ENERGIES<br>0801-988-732 Well #5<br>610-6200-662200      | 09/16/2019<br>rgallo   | 10/02/2019 | 1,244.02<br>1,244.02 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36889   | WE ENERGIES<br>4607-813-092 Well #6<br>610-6200-662200      | 09/16/2019<br>rgallo   | 10/02/2019 | 613.45<br>613.45     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36890   | WE ENERGIES<br>3234-559-591 Well #7<br>610-6200-662200      | 09/16/2019<br>rgallo   | 10/02/2019 | 1,349.37<br>1,349.37 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36891   | WE ENERGIES<br>9291-834-028 Greenwald<br>610-6200-662200    | 09/16/2019<br>rgallo   | 10/02/2019 | 138.77<br>138.77     | 0.00    | Paid   | Y<br>09/30/2019       |



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| Inv Num<br>Inv Ref# | Vendor<br>Description<br>GL Distribution                         | Inv Date<br>Entered By | Due Date   | Inv Amt              | Amt Due | Status | Jrnlized<br>Post Date |
|---------------------|--|------------------------|------------|----------------------|---------|--------|-----------------------|
| 20190916<br>36892   | WE ENERGIES<br>8016-691-668 Booster Station<br>610-6200-662200   | 09/16/2019<br>rgallo   | 10/02/2019 | 225.19<br>225.19     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36893   | WE ENERGIES<br>3068-463-180 Tower<br>610-6200-662200             | 09/16/2019<br>rgallo   | 10/02/2019 | 32.27<br>32.27       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36894   | WE ENERGIES<br>7843-678-578 Atkinson Pump<br>620-8020-821000     | 09/16/2019<br>rgallo   | 10/02/2019 | 392.07<br>392.07     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36895   | WE ENERGIES<br>8238-765-652 Fox River View<br>620-8020-821000    | 09/16/2019<br>rgallo   | 10/02/2019 | 101.17<br>101.17     | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36896   | WE ENERGIES<br>6478-966-911 1224 Riverton<br>620-8020-821000     | 09/16/2019<br>rgallo   | 10/02/2019 | 61.30<br>61.30       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36897   | WE ENERGIES<br>8051-462-203 1240 N. Rochester<br>620-8020-821000 | 09/16/2019<br>rgallo   | 10/02/2019 | 79.71<br>79.71       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36898   | WE ENERGIES<br>7282-806-809 Holz Elec<br>620-8010-821100         | 09/16/2019<br>rgallo   | 10/02/2019 | 8,376.42<br>8,376.42 | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36899   | WE ENERGIES<br>2404-776-809 Holz Gas<br>620-8010-821200          | 09/16/2019<br>rgallo   | 10/02/2019 | 10.23<br>10.23       | 0.00    | Paid   | Y<br>09/30/2019       |
| 20190916<br>36900   | WE ENERGIES<br>9276-498-259 Digester Gas<br>620-8010-821200      | 09/16/2019<br>rgallo   | 10/02/2019 | 1,169.52<br>1,169.52 | 0.00    | Paid   | Y<br>09/30/2019       |



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| Inv Num                           | Vendor                             | Inv Date                           | Due Date   | Inv Amt   | Amt Due   | Status | Jrnalized  |
|-----------------------------------|------------------------------------|------------------------------------|------------|-----------|-----------|--------|------------|
| Inv Ref#                          | Description                        | Entered By                         |            |           |           |        | Post Date  |
|                                   | GL Distribution                    |                                    |            |           |           |        |            |
| 20190916                          |                                    |                                    |            |           |           |        |            |
| 36901                             | WE ENERGIES                        | 09/16/2019                         | 10/02/2019 | 21.61     | 0.00      | Paid   | Y          |
|                                   | 2008-500-143 Parks-200 S Rochester | rgallo                             |            |           |           |        | 09/30/2019 |
|                                   | 100-5342-522200                    | 2008-500-143 Parks-200 S Rochester |            | 21.61     |           |        |            |
| # of Invoices:                    | 46                                 | # Due:                             | 0          | Totals:   | 37,322.73 | 0.00   |            |
| # of Credit Memos:                | 0                                  | # Due:                             | 0          | Totals:   | 0.00      | 0.00   |            |
| Net of Invoices and Credit Memos: |                                    |                                    |            | 37,322.73 | 0.00      |        |            |

## --- TOTALS BY GL DISTRIBUTION ---

|                 |                              |           |
|-----------------|------------------------------|-----------|
| 100-5160-522200 | ELECTRIC                     | 1,027.73  |
| 100-5160-522400 | GAS                          | 10.23     |
| 100-5211-522200 | ELECTRIC                     | 1,234.53  |
| 100-5254-522200 | ELECTRIC                     | 23.39     |
| 100-5323-522200 | ELECTRIC                     | 316.66    |
| 100-5323-522400 | GAS                          | 24.65     |
| 100-5342-522200 | ELECTRIC                     | 13,621.59 |
| 100-5512-522200 | ELECTRIC                     | 171.59    |
| 100-5521-522200 | ELECTRIC                     | 702.04    |
| 150-5221-522200 | ELECTRIC                     | 1,064.47  |
| 440-5511-522200 | ELECTRIC                     | 3,246.17  |
| 440-5511-522400 | GAS                          | 169.93    |
| 610-6200-662200 | FUEL OR POWER PURCHASED      | 5,519.33  |
| 620-8010-821100 | WWTP ELECTRIC POWER          | 8,376.42  |
| 620-8010-821200 | NAT GAS/ADMIN BLDG/HEAT EXCH | 1,179.75  |
| 620-8020-821000 | PUMPING POWER & FUEL         | 634.25    |



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| Inv Num                         | Vendor                             | Inv Date   | Due Date | Inv Amt   | Amt Due | Status | Jrnlized  |
|---------------------------------|------------------------------------|------------|----------|-----------|---------|--------|-----------|
| Inv Ref#                        | Description                        | Entered By |          |           |         |        | Post Date |
| GL Distribution                 |                                    |            |          |           |         |        |           |
| --- TOTALS BY FUND ---          |                                    |            |          |           |         |        |           |
|                                 | 100 - GENERAL FUND                 |            |          | 17,132.41 | 0.00    |        |           |
|                                 | 150 - FIRE/AMBULANCE FUND          |            |          | 1,064.47  | 0.00    |        |           |
|                                 | 440 - LIBRARY FUND                 |            |          | 3,416.10  | 0.00    |        |           |
|                                 | 610 - WATER UTILITY FUND           |            |          | 5,519.33  | 0.00    |        |           |
|                                 | 620 - SEWER UTILITY FUND           |            |          | 10,190.42 | 0.00    |        |           |
| --- TOTALS BY DEPT/ACTIVITY --- |                                    |            |          |           |         |        |           |
|                                 | 5160 - VILLAGE HALL                |            |          | 1,037.96  | 0.00    |        |           |
|                                 | 5211 - POLICE ADMINISTRATION       |            |          | 1,234.53  | 0.00    |        |           |
|                                 | 5221 - FIRE ADMINISTRATION         |            |          | 1,064.47  | 0.00    |        |           |
|                                 | 5254 - DAMS                        |            |          | 23.39     | 0.00    |        |           |
|                                 | 5323 - GARAGE                      |            |          | 341.31    | 0.00    |        |           |
|                                 | 5342 - STREET LIGHTING             |            |          | 13,621.59 | 0.00    |        |           |
|                                 | 5511 - LIBRARY SERVICES            |            |          | 3,416.10  | 0.00    |        |           |
|                                 | 5512 - MUSEUM                      |            |          | 171.59    | 0.00    |        |           |
|                                 | 5521 - PARKS                       |            |          | 702.04    | 0.00    |        |           |
|                                 | 6200 - PUMPING OPERATIONS          |            |          | 5,519.33  | 0.00    |        |           |
|                                 | 8010 - WWTP-TREATMENT/DISPOSAL/GP  |            |          | 9,556.17  | 0.00    |        |           |
|                                 | 8020 - LIFT STATIONS/PUMPING EQUIP |            |          | 634.25    | 0.00    |        |           |



September 23, 2019

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

Re: Chapman Farms – Villas  
Recommendation of Approval of Development Documents

Dear President Winchowky:

We have reviewed the Storm Water Management Plan, Storm Water Maintenance Agreement and Construction Drawings for the Chapman Farms Villas that were submitted to us on September 10, 2019. The Storm Water Management Plan is dated June 28, 2019 and the date of the latest draft of the Storm Water Maintenance Agreement is August 1, 2019. We believe the current submittal generally meets the intent of the Village Storm Water Ordinance, is in accordance with the Village of Mukwonago's Standard Specifications, and follows standard engineering practice.

It is important to note that the Construction Drawings for the Villas are still under review for the requirements of the Department Heads and, at the date of this letter, are not ready for approval. We do not believe that any changes to the Construction drawings will affect the Storm Water Management Plan or the Storm Water Maintenance Agreement. We, therefore, recommend the following actions of the documents to you and the Village Board:

1. Approval of the Storm Water Management Plan subject to the following conditions:
  - a. Submittal of the Storm Water Management Plan stamped by a professional engineer.
  - b. Submittal of the final construction plans, after approval by staff, in electronic and hard copy, stamped by a professional engineer.
2. Approval and execution of the Storm Water Maintenance Agreement.

If a submission has not been made yet, this letter shall also serve as the owner's approval of the sewer and water plans, such that a submission may be made by the developer and/or their engineer for approval by the Wisconsin DNR. We recommend the above actions also be made subject to the following conditions:

1. A Final Plat and Final Plat Application be resubmitted for review and approval. The final plat that was submitted in December 2018 is missing easements that were added as part of the storm water review process. The final plat shall also be revised to include language for the Public Stormwater Drainage Easement that Rain Garden #4 is located in that dedicates the easement to all Owner's within the subdivision, in addition to the Village of Mukwonago.
2. All necessary storm water and erosion control permits be obtained and copies of the approvals be sent to the Village of Mukwonago and Ruekert & Mielke.



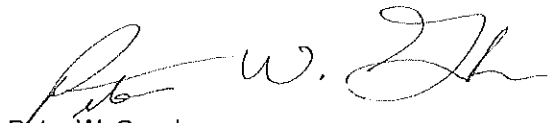
3. All necessary WDNR sewer and water extension permits be obtained and copies of the approvals be sent to the Village of Mukwonago and Ruekert & Mielke.
4. Prior to any land disturbing activity, hold a preconstruction conference with representatives of the design team, the construction team, Village and Utility Staff and Ruekert & Mielke to ensure all members of the design and construction team understand the installation of utilities and the storm water management and erosion control plan requirements.
5. During construction, the following conditions shall be followed:
  - a. Owner shall maintain approved plans on-site and readily available to the Village Erosion Control Inspector.
  - b. On-site approved plans must reflect current construction conditions and compliance with the Village ordinance.
  - c. On-site plans must reflect the current sequence of construction and all erosion and sediment control measures shall meet the Wisconsin Department of Natural Resources Technical Standards.
  - d. Village ordinance requires inspection of the erosion control measures once every 7 days and within 24 hours of a rainfall of 0.5 inches or greater. All inspection reports must be available on-site and available to the Village at any time of day. Reports must contain the information required by the WDNR.
  - e. Any construction within the public right-of-way, will conform to the Village Standard Specifications and Village standard details.
  - f. Owner will provide erosion control measures and restore any private utility company land disturbance resulting from providing utilities to this site regardless of location.

Our review did not include a detailed check of all engineering and survey data indicated on the drawings. The accuracy of this data is the responsibility of Trio Engineering.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch  
Project Engineer  
[pgesch@ruekertmielke.com](mailto:pgesch@ruekertmielke.com)



Mr. Fred Winchowky  
Chapman Villas – Development Documents  
September 23, 2019  
Page 3

PWG:pwg

cc: Diana Dykstra, Village of Mukwonago  
John Weidl, Village of Mukwonago  
Bob Harley, Village of Mukwonago  
Mark G. Blum, Village of Mukwonago  
Dave Brown, Village of Mukwonago  
Ron Bittner, Village of Mukwonago  
Ben Kohout, Village of Mukwonago  
John Donovan, Bielinski Homes  
Matthew Bailey, P.E., Trio Engineering  
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.







Bielinski Homes, Inc., as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue 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 - 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:** Design Summary - contains a summary of key Engineering calculations and other data used to design the storm water management practices.

**Exhibit E:** As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

**Exhibit F:** Engineering/Construction Verification (to be recorded as an addendum) - provides verification from the project engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

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

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The current titleholder and/or Owner's Association shall construct, maintain and if necessary reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The current titleholder and/or Owner's Association shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.



3. The current titleholder and/or Owner's Association shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in October 2020 and every five years thereafter the current titleholder and/or Owner's Association shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31<sup>st</sup> of the same year. Upon written notification by Village of Mukwonago or its designee the current titleholder and/or Owner's Association 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 practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The current titleholder and/or Owner's Association shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The current titleholder and/or Owner's Association shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and 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(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the current titleholder and/or Owner's Association shall complete the specified maintenance or repairs within a reasonable time frame, as determined by the Village of Mukwonago.
5. If the current titleholder and/or Owner's Association does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 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 cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to



secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. Any modifications shall conform to the minimum requirements of Chapter 34 (or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.
7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

Owner:

\_\_\_\_\_  
Authorized Representative of Bielinski Homes, Inc.

Frank Bielinski, V.P.  
(Printed Name of Authorized Representative)



State of Wisconsin:  
County of Waukesha

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: \_\_\_\_\_.

Accepted by the Village of Mukwonago this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

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

\_\_\_\_\_  
Judith Taubert, Village Clerk

This document was drafted by:  
Trio Engineering, LLC  
4100 N. Calhoun Road, Ste 300  
Brookfield, WI 53005  
Telephone: (262) 790-1480  
Email: [mbailey@trioeng.com](mailto:mbailey@trioeng.com)



## **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**

**CERTIFIED SURVEY MAP NO.** 11755

A DIVISION OF LANDS BEING A 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 10 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

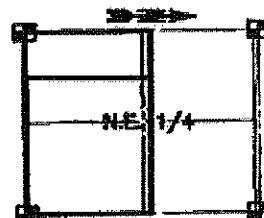
- CENTER,  
SEC. 22-5-16  
WIS. STATE PLANE COORD.  
SYSTEM - SOUTH ZONE  
FOUND CONC. MON. W/ BRASS CAP  
N-324.715.47 E-2,440,844.71

## PIPING LEGEND:

- - INDICATES "SET" 0.750" O.D. X 18" LONG REINFORCING BAR WEIGHING 1.502 LBS. PER LINEAL FOOT.
- - INDICATES "FOUND" 1" IRON PIPE.



**SCALE: 1"=300'**



**LOCALITY MAP:**

N.E. 1/4, SEC. 22,  
T. 5 N., R. 18 E.  
SAND 1'-2000'

**OWNER:**

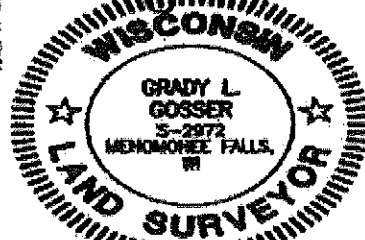
**MICHAEL A. CHAPMAN, OR HIS  
SUCCESSOR(S), AS TRUSTEE  
OF THE FAMILY TRUST C/U  
ARTICLE VI OF THE ROGER  
W. CHAPMAN AND FERN L.  
CHAPMAN JOINT REVOCABLE  
TRUST DATED SEPTEMBER 21,  
2005.**

W209 S8815 HIGHWAY 83  
MUKWONAGO, WI 53148-9567  
PHONE:

**PREPARED BY:**

**TRIO ENGINEERING, LLC**  
12660 W. NORTH AVENUE  
BUILDING "D"  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480

*David L. Rosen*



2/19/18  
4/27/18

DRAFTED THIS 9th DAY OF FEBRUARY, 2018 (REVISED 4/27/18)  
THIS INSTRUMENT WAS DRAFTED BY GRADY L. GOSSER, S-2972

JOB NO. 14-023-966-02  
SHEET 1 OF 3



**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 Mukwonago.
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.



## **STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE**

### **I. INSPECTION**

#### **A. Frequency**

- a. Inspect catch basins, inlets and manholes at least once per year.
- b. Inspect storm sewer end sections at least twice per year and after major rainfall events.

#### **B. Inspection**

##### **a. Catch Basins, Inlets and Manholes**

- i. Inspect for sediment deposition in the bottom of structures.
- ii. Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames.
- iii. Check chimneys for cracked mortar, cracked lift rings and spalling.
- iv. Check for leaks at joints.
- v. Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.

##### **b. Storm Sewer End sections**

- i. Observe for obstructions, accumulation of sediment and trash, undermining and joint separation.
- ii. Inspect end treatment for settlement, scour and displaced armoring.

### **II. STANDARD MAINTENANCE**

#### **A. Catch Basins, Inlets and Manholes**

- a. Repair any deterioration threatening structural integrity immediately.
- b. Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure.
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced.
- d. Repair leaking joints.
- e. Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f. Remove potential sources of contamination away from catch basins, inlets and manholes.

#### **B. Storm Sewer End sections**



- a. End sections should be free flowing; trash, debris and obstructions should be removed to prevent backups.
- b. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- c. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d. Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

### III. NON-STANDARD MAINTENANCE

- A. Non-standard maintenance includes inspection, repair or replacement of buried structures.
  - a. Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
  - b. Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.



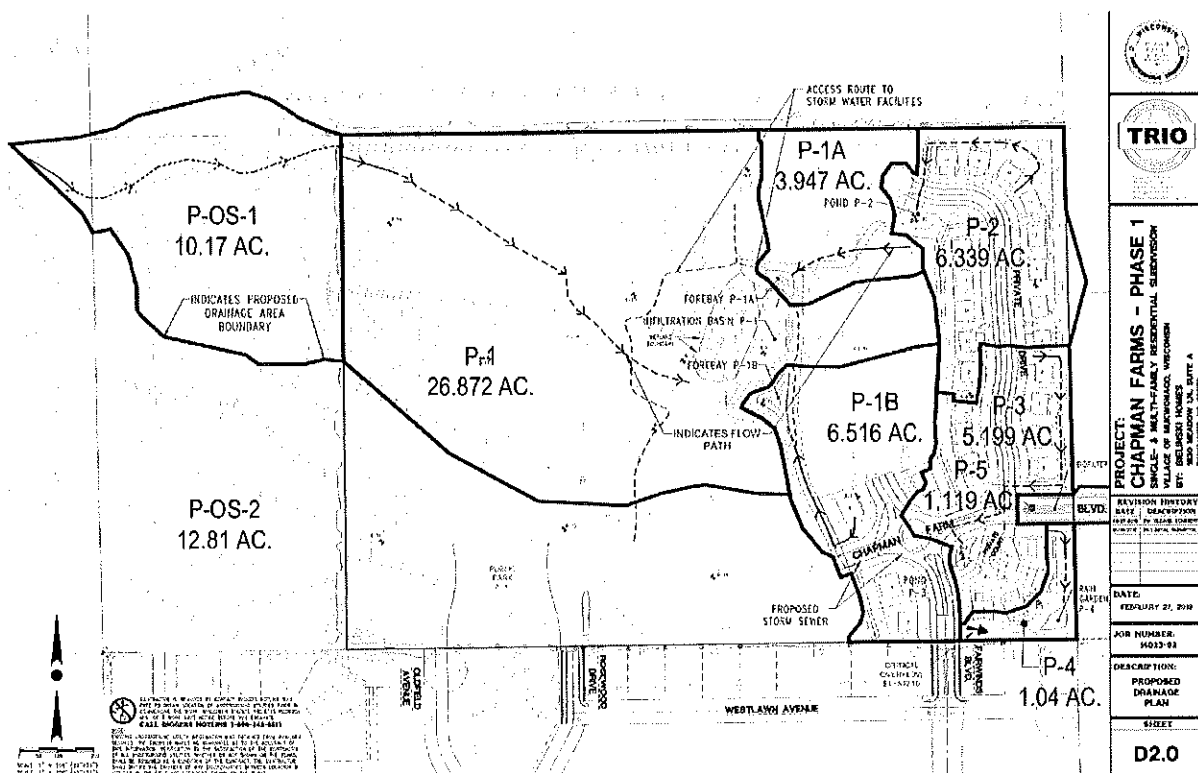
## Exhibit D Design Summary

The proposed development will include twenty-four (24) buildings containing two (2) units each, four (4) single family lots, public road construction, sidewalk for pedestrians, and storm water management facilities.

The proposed development has been intentionally designed with sensitivity to storm water drainage, recognizing that existing drainage patterns should be maintained while measures should be taken to improve drainage and alleviate or maintain proposed discharges to pre-development levels as described by chapter 34 of the Village of Mukwonago Municipal Code. Water quality has also been addressed to meet or exceed the Village of Mukwonago requirements for Total Suspended Solid (TSS) removal.

### Proposed Drainage Areas

Phase 1 of the proposed project is divided in to seven (7) drainage areas, which include detained and offsite drainage areas. The following is a description of the proposed drainage areas; please refer to the drainage map for additional information:





### Drainage Summary

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed P-1 |                                 | Subwatershed P-1A |                                   |
|---|------------------|---------------------------------|-------------------|-----------------------------------|
|   | Pre-develop      | Post-develop                    | Pre-develop       | Post-develop                      |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>           | 26.872 acres     | 26.872 acres                    | 3.947 acres       | 3.947 acres                       |
| <b>Average Watershed Slopes (%)</b>   | 2-20%            | 2-25%                           | 1-2%              | 2-25%                             |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                       | 100% Crop Land   | 90% Crop Land<br>10% Open Space | 100% Crop Land    | 100% Open Space                   |
| <b>Runoff Curve Numbers</b>   | RCN = 71         | RCN = 74                        | RCN = 70          | RCN = 74                          |
| <b>Conveyance Systems Types</b>   | Grass waterway   | Grass waterway                  | Grass waterway    | 100% grass swale                  |
| <b>Summary of Average Conveyance System Data</b>                                | 11% Grade        | 13% Grade                       | 1.5% Grade        | 6' deep grass swale @ 0.75% grade |
| <b>Time of Concentration (Tc)</b><br><i>(see attached map &amp; worksheets)</i> | 0.19 hrs.        | 0.19 hrs.                       | 0.17 hrs.         | 0.50 hrs.                         |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>                                 | N/A              | 0.418 ac. ft.                   | N/A               | 0.060 ac. ft.                     |
| <b>1-year/24 hour Runoff Volume</b>   | 14.414 cfs       | 19.64 cfs.                      | 2.117 cfs         | 1.778 cfs                         |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>             | 20.741 cfs       | 26.68 cfs                       | 3.050 cfs         | 2.445 cfs                         |
| <b>10-yr./24 hour Peak Flow</b>   | 48.119 cfs       | 56.30 cfs                       | 7.090 cfs         | 5.305 cfs                         |
| <b>100-yr./24 hour Peak Flow</b>  | 118.686 cfs      | 130.52 cfs                      | 17.527 cfs        | 12.430 cfs                        |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements  | Subwatershed P-1B |                                   | Subwatershed P-2 |                         |
|--|-------------------|-----------------------------------|------------------|-------------------------|
|  | Pre-develop       | Post-develop                      | Pre-develop      | Post-develop            |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                      | 6.516 acres       | 6.516 acres                       | 6.339 acres      | 6.339 acres             |
| <b>Average Watershed Slopes (%)</b>  | 2-16%             | 4-25%                             | 1-2%             | 4-25%                   |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                                  | 100% Crop Land    | 33% Residential<br>67% Open Space | 100% Crop Land   | 100% Residential        |
| <b>Runoff Curve Numbers</b>  | RCN = 69          | RCN = 78                          | RCN = 69         | RCN = 85                |
| <b>Conveyance Systems Types</b>  | Grass waterway    | 100% Storm Sewer                  | Grass waterway   | 100% Storm Sewer        |
| <b>Summary of Average Conveyance System Data</b>   | 9% Grade          | 15" Storm Sewer @ 0.74%           | 1.5% Grade       | 12" Storm Sewer @ 0.75% |
| <b>Time of Concentration (T<sub>c</sub>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.30 hrs.         | 0.36 hrs.                         | 0.17 hrs.        | 0.37 hrs.               |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>  | N/A               | 0.127 ac. ft.                     | N/A              | 0.180 ac. ft.           |
| <b>1-year/24 hour Runoff Volume</b>  | 2.515 cfs         | 4.87 cfs                          | 2.950 cfs        | 7.587 cfs               |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                        | 3.730 cfs         | 6.334 cfs                         | 4.338 cfs        | 9.272 cfs               |
| <b>10-yr./24 hour Peak Flow</b>  | 9.224 cfs         | 12.32 cfs                         | 10.450 cfs       | 15.81 cfs               |
| <b>100-yr./24 hour Peak Flow</b>   | 23.591 cfs        | 26.54 cfs                         | 26.533 cfs       | 30.40 cfs               |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements  | Subwatershed P-3 |                              | Subwatershed P-4 |                                   |
|--|------------------|------------------------------|------------------|-----------------------------------|
|  | Pre-develop      | Post-develop                 | Pre-develop      | Post-develop                      |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                      | 5.199 acres      | 5.199 acres                  | 1.043 acres      | 1.043 acres                       |
| <b>Average Watershed Slopes (%)</b>  | 1-6%             | 4-25%                        | 1-2%             | 1-25%                             |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                                  | 100% Crop Land   | 100% Residential             | 100% Crop Land   | 33% Residential<br>67% Open Space |
| <b>Runoff Curve Numbers</b>  | RCN = 69         | RCN = 85                     | RCN = 69         | RCN = 87                          |
| <b>Conveyance Systems Types</b>  | Grass waterway   | 100% Storm Sewer             | Grass waterway   | Grass Channel                     |
| <b>Summary of Average Conveyance System Data</b>   | 3.5% Grade       | 12" & 15" Storm Sewer @ 0.5% | 1.5% Grade       | 1' Deep Grass Channel @ 1% Grade  |
| <b>Time of Concentration (T<sub>c</sub>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.25 hrs.        | 0.39 hrs.                    | 0.21 hrs.        | 0.39 hrs.                         |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>  | N/A              | 0.148 ac. ft.                | N/A              | 0.033 ac. ft.                     |
| <b>1-year/24 hour Runoff Volume</b>  | 1.832 cfs        | 6.222 cfs                    | 0.436 cfs        | 1.395 cfs                         |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                        | 2.780 cfs        | 7.605 cfs                    | 0.664 cfs        | 1.681 cfs                         |
| <b>10-yr./24 hour Peak Flow</b>  | 7.094 cfs        | 12.97 cfs                    | 1.669 cfs        | 2.782 cfs                         |
| <b>100-yr./24 hour Peak Flow</b>   | 18.457 cfs       | 24.93 cfs                    | 4.312 cfs        | 5.183 cfs                         |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed P-OS-1 |                |
|---|---------------------|----------------|
|   | Pre-develop         | Post-develop   |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                         | 10.166 acres        | 10.166 acres   |
| <b>Average Watershed Slopes (%)</b>   | 5-22%               | 5-22%          |
| <b>Land Uses</b> <i>(% of each)</i><br><i>(see attached map)</i>                              | 100% Crop Land      | 100% Crop Land |
| <b>Runoff Curve Numbers</b>   | RCN = 62            | RCN = 62       |
| <b>Conveyance Systems Types</b>   | Grass waterway      | Grass waterway |
| <b>Summary of Average Conveyance System Data</b>  | 13.5% Grade         | 13.5% Grade    |
| <b>Time of Concentration (<math>T_c</math>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.38 hrs.           | 0.38 hrs.      |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>   | N/A                 | 0.062 ac. ft.  |
| <b>1-year/24 hour Runoff Volume</b>   | 0.1034 cfs          | 1.034 cfs      |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                           | 1.888 cfs           | 1.888 cfs      |
| <b>10-yr./24 hour Peak Flow</b>   | 7.052 cfs           | 7.052 cfs      |
| <b>100-yr./24 hour Peak Flow</b>  | 23.96 cfs           | 23.96 cfs      |



## **Descriptions & Summaries of Storm Water Practices**

The infiltration basins are designed in accordance with WDNR NR 151 and Technical Standards. Two infiltration tests will be provided for the infiltration basin and are expected to demonstrate minimum infiltration rate of 0.5 in/hr within the infiltration basin P-1 foot print and 1.63 in/hr within the raingarden P-4 foot print, based on the given soil types. The development utilizes swales, storm sewer and controlled overflow routes to convey runoff from the site to the stormwater management facilities. Wet ponds with 2' clay liners or synthetic liners (or other as recommended by geotechnical consultant, subject to verification and installation testing) are located prior to infiltration basin to provide 60% - 80% TSS removal pretreatment prior to discharging to the associated infiltration area. All stormwater facilities are located within Outlots, that will be fractionally owned by all lots within the development. The one exception is for Raingarden P-4, which will be located within an easement. Access to all facilities is accommodated and provided via public street, trail and/or accessible routes.



### Infiltration Basin P-1

This basin is located at the center of the property collects runoff directly from drainage areas P-1 and Wet Fore Bays P-1A & P-1B. Characteristics of this basin are as follows:

| Infiltration Basin P-1   | Design Data                        |
|--|------------------------------------|
| <b>Site assessment data: (see attached maps)</b>                         |                                    |
| Contributing drainage area to basin (P-1, P-1A, P-1B, P-2, P-3, P-OS-1,) | 59.043 acres                       |
| Distance to nearest private well (including off-site wells)              | >100feet                           |
| Distance to municipal well (including off-site wells)                    | >1200 feet                         |
| Wellhead protection area involved?                                       | No                                 |
| Ground slope at site of proposed basin                                   | average 4%                         |
| Any buried or overhead utilities in the area?                            | No                                 |
| Proposed outfall conveyance system/discharge (w/ distances)              | N/A                                |
| Any downstream roads or other structures? (describe)                     | N/A                                |
| Floodplain, shoreland or wetlands?                                       | Yes, adjacent wetlands to the west |
| <b>Soil investigation data (see attached map &amp; soil logs):</b>       |                                    |
| Number of soil investigations completed                                  | 1 (in basin area)                  |
| Do elevations of test holes extend 3 ft. below proposed bottom?          | Yes (see SWMP)                     |
| Average soil texture at pond bottom elevation (USDA)                     | Silty Sand                         |
| Distance from pond bottom to bedrock                                     | >8 feet                            |
| Distance from pond bottom to seasonal water table                        | No Water Found in soil boring B-9  |
| <b>General basin design data (see attached detailed drawings):</b>       |                                    |
| Permanent pool surface area  | N/A                                |
| Design permanent pool water surface elevation                            | N/A                                |
| Top of berm elevation (after settling) and width                         | N/A                                |
| Length/width (dimension/ratio) (Phase 1)                                 | 350 ft. (L)x 90 ft. (W.) = 4:1     |
| Safety shelf design (length, grade, max. depth)                          | N/A                                |
| Ave. water depth (minus safety shelf/sediment)                           | 0 ft. in center                    |
| Sediment forebay size & depth  | See Wet Forebay P-1A & P-1B        |
| Sediment storage depth & design maintenance                              | yearly maintenance schedule        |

| Infiltration Basin P-1 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|---|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 19.99<br>1-yr/24hr. (volume)  | 0.0 cfs              | 831.75 ft.           | 2.24 acre-feet                                  | #1                           |
| 27.59 cfs<br>(Post 2-yr./24 hr. peak)   | 0.0 cfs              | 832.27 ft.           | 3.00 acre-feet                                  | #1                           |
| 61.39 cfs<br>(Post 10-yr./24 hr. peak)  | 0.0 cfs              | 834.04 ft.           | 6.31 acre-feet                                  | #1                           |
| 149.04 cfs<br>(Post 100-yr/24 hr. peak)   | 0.0 cfs              | 837.19 ft.           | 15.10 acre-feet                                 | #1                           |

\*  
#1 = infiltration, 0.5 in./hr.  
#2 = Overflow route @ 842.10.



### Wet Forebay P-1A

This basin is located at the center of the property, just north of Infiltration Basin P-1, and collects runoff directly from drainage areas P-1A and discharge from Wet Pond P-2. Characteristics of this basin are as follows:

| Wet Forebay P-1A   |  | Design Data                               |
|--|--|---|
| <b>Site assessment data: (see attached maps)</b>                   |  |   |
| Contributing drainage area to basin (P-1)                          |  | 10.286 acres                              |
| Distance to nearest private well (including off-site wells)        |  | >100feet                                  |
| Distance to municipal well (including off-site wells)              |  | >1200 feet                                |
| Wellhead protection area involved?                                 |  | No  |
| Ground slope at site of proposed basin                             |  | average 3%                                |
| Any buried or overhead utilities in the area?                      |  | No  |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 43 ft. to proposed Infiltration Basin P-1 |
| Any downstream roads or other structures? (describe)               |  | No  |
| Floodplain, shoreland or wetlands?                                 |  | No  |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |   |
| Number of soil investigations completed                            |  | 1 (in Southwest Berm)                     |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)                            |
| Average soil texture at pond bottom elevation (USDA)               |  | Fine Sandy Clay                           |
| Distance from pond bottom to bedrock                               |  | >8 feet                                   |
| Distance from pond bottom to seasonal water table                  |  | 6.5 foot below pond bottom                |
| <b>General basin design data (see attached detailed drawings):</b> |  |   |
| Permanent pool surface area  |  | 0.07 acres                                |
| Design permanent pool water surface elevation                      |  | elev. 834.00                              |
| Top of berm elevation (after settling) and width                   |  | elev. 836.50/8 feet wide                  |
| Length/width (dimension/ratio)                                     |  | 115 ft. (L)x 45 ft. (W.) = 5:2            |
| Safety shelf design (length, grade, max. depth)                    |  | 10 ft. @ 10% slope/1.0' deepest           |
| Ave. water depth (minus safety shelf/sediment)                     |  | 5 ft. in center                           |
| Sediment forebay size & depth                                      |  | 0.006 acres (8% pool size)/2 feet         |
| Sediment storage depth & design maintenance                        |  | 2 feet/yearly maintenance schedule        |

| Wet Forebay P-1A Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|---|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 2.827<br>1-yr/24hr. (volume)  | 2.784 cfs            | 834.93 ft.           | 0.075 acre-feet                                 | #1 & #2                      |
| 6.620 cfs<br>(Post 2-yr./24 hr. peak)   | 6.429 cfs            | 835.04 ft.           | 0.084 acre-feet                                 | #1 & #2                      |
| 19.07 cfs<br>(Post 10-yr./24 hr. peak)  | 18.87 cfs            | 835.30 ft.           | 0.112 acre-feet                                 | #1 & #2                      |
| 38.52 cfs<br>(Post 100-yr/24 hr. peak)  | N/A                  | 837.19 ft.           | 15.10 acre-feet                                 | #1, #2, & #3                 |

\* #1 = 4-inch orifice in proposed outlet structure - flow line elev. @ 834.00

#2 = 5' outlet control structure - rim elev. @ 834.80

#3 = 10' earthen spillway - elev. @835.50

Note: In the 100-yr storm event the forebay combines with the area of Pond P-1 elev. @ 835.50



### Wet Forebay P-1B

This basin is located at the center of the property, just south of Infiltration Basin P-1, and collects runoff directly from drainage areas P-1B and discharge from Wet Pond P-3. Characteristics of this basin are as follows:

| Wet Forebay P-1B   | Design Data                               |
|--|---|
| <b>Site assessment data: (see attached maps)</b>                   |   |
| Contributing drainage area to basin (P-1B & P-3)                   | 11.715 acres                              |
| Distance to nearest private well (including off-site wells)        | >100feet                                  |
| Distance to municipal well (including off-site wells)              | >1200 feet                                |
| Wellhead protection area involved?                                 | No  |
| Ground slope at site of proposed basin                             | average 6%                                |
| Any buried or overhead utilities in the area?                      | No  |
| Proposed outfall conveyance system/discharge (w/ distances)        | 38 ft. to proposed Infiltration Basin P-1 |
| Any downstream roads or other structures? (describe)               | No  |
| Floodplain, shoreland or wetlands?                                 | No  |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |   |
| Number of soil investigations completed                            | 1 (in basin area)                         |
| Do elevations of test holes extend 3ft. below proposed bottom?     | Yes (see SWMP)                            |
| Average soil texture at pond bottom elevation (USDA)               | Fine to Coarse Sand & Gravel              |
| Distance from pond bottom to bedrock                               | >6 feet                                   |
| Distance from pond bottom to seasonal water table                  | No Water Found in soil boring B-10        |
| <b>General basin design data (see attached detailed drawings):</b> |   |
| Permanent pool surface area  | 0.142 acres                               |
| Design permanent pool water surface elevation                      | elev. 833.50                              |
| Top of berm elevation (after settling) and width                   | elev. 840.00/8 feet wide                  |
| Length/width (dimension/ratio)                                     | 115 ft. (L)x 65 ft. (W.) = 2:1            |
| Safety shelf design (length, grade, max. depth)                    | 10 ft. @ 10% slope/1.0' deepest           |
| Ave. water depth (minus safety shelf/sediment)                     | 5 ft. in center                           |
| Sediment forebay size & depth                                      | 0.021 acres (15% pool size)/2 feet        |
| Sediment storage depth & design maintenance                        | 2 feet/yearly maintenance schedule        |

| Wet Forebay P-1B Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|---|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 9.595<br>1-yr/24hr. (volume)  | 6.935 cfs            | 834.95 ft.           | 0.218 acre-feet                                 | #1 & #2                      |
| 12.97 cfs<br>(Post 2-yr./24 hr. peak)   | 10.85 cfs            | 835.04 ft.           | 0.234 acre-feet                                 | #1 & #2                      |
| 25.12 cfs<br>(Post 10-yr./24 hr. peak)  | 24.08 cfs            | 835.29 ft.           | 0.284 acre-feet                                 | #1 & #2                      |
| 47.97 cfs<br>(Post 100-yr/24 hr. peak)  | N/A                  | 837.19 ft.           | 15.10 acre-feet                                 | #1, #2, & #3                 |

- \* #1 = 4-inch orifice in proposed outlet structure - flow line elev. @ 833.50  
#2 = 5' outlet control structure - rim elev. @ 834.70  
#3 = 25' earthen spillway - elev. @835.50  
Note: In the 100-yr storm event the forebay combines with the area of Pond P-1 elev. @ 835.50



### Wet Pond P-2

This basin is located at the north east corner of the property and collects runoff directly from drainage areas P-2. Characteristics of this basin are as follows:

| Wet Pond P-2   | Design Data                          |
|--|--------------------------------------|
| <b>Site assessment data: (see attached maps)</b>                   |                                      |
| Contributing drainage area to basin (P-1)                          | 6.339 acres                          |
| Distance to nearest private well (including off-site wells)        | >100feet                             |
| Distance to municipal well (including off-site wells)              | >1200 feet                           |
| Wellhead protection area involved?                                 | No                                   |
| Ground slope at site of proposed basin                             | average 11%                          |
| Any buried or overhead utilities in the area?                      | No                                   |
| Proposed outfall conveyance system/discharge (w/ distances)        | 370 ft. to proposed wet forebay P-1A |
| Any downstream roads or other structures? (describe)               | No                                   |
| Floodplain, shoreland or wetlands?                                 | No                                   |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |                                      |
| Number of soil investigations completed                            | 1 (in basin area)                    |
| Do elevations of test holes extend 3ft. below proposed bottom?     | Yes (see SWMP)                       |
| Average soil texture at pond bottom elevation (USDA)               | Fine to Coarse Sand & Gravel         |
| Distance from pond bottom to bedrock                               | >8 feet                              |
| Distance from pond bottom to seasonal water table                  | No Water Found in soil boring B-6    |
| <b>General basin design data (see attached detailed drawings):</b> |                                      |
| Permanent pool surface area  | 0.08 acres                           |
| Design permanent pool water surface elevation                      | elev. 837.00                         |
| Top of berm elevation (after settling) and width                   | elev. 842.00/10 feet wide            |
| Length/width (dimension/ratio)                                     | 70 ft. (L)x 45 ft. (W.) = 3:2        |
| Safety shelf design (length, grade, max. depth)                    | 10 ft. @ 10% slope/1.0' deepest      |
| Ave. water depth (minus safety shelf/sediment)                     | 5 ft. in center                      |
| Sediment forebay size & depth                                      | 0.0002 acres (0.3% pool size)/2 feet |
| Sediment storage depth & design maintenance                        | 2 feet/yearly maintenance schedule   |

| Wet Pond P-2 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|---|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 7.587<br>1-yr/24hr. (volume)  | 1.821 cfs            | 839.34 ft.           | 0.303 acre-feet                                 | #1 & #2                      |
| 9.272 cfs<br>(Post 2-yr./24 hr. peak)   | 4.544 cfs            | 839.46 ft.           | 0.323 acre-feet                                 | #1 & #2                      |
| 15.810 cfs<br>(Post 10-yr./24 hr. peak)   | 13.82 cfs            | 839.72 ft.           | 0.371 acre-feet                                 | #1 & #2                      |
| 30.400 cfs<br>(Post 100-yr/24 hr. peak)   | 26.10 cfs            | 840.30 ft.           | 0.484 acre-feet                                 | #1 & #2                      |

- \*  
 #1 = 4-inch orifice in proposed outlet structure - flow line elev. @ 837.00  
 #2 = 48" outlet control structure - rim elev. @ 839.25  
 #3 = 20' earthen spillway - elev. @841.90



### Wet Pond P-3

This basin is located at the southeast corner of the property, on the southeast corner of the proposed cul-de-sac, and collects runoff directly from drainage areas P-3. Characteristics of this basin are as follows:

| Wet Pond P-3   | Design Data   |
|--|---|
| <b>Site assessment data: (see attached maps)</b>                   |   |
| Contributing drainage area to basin (P-1)                          | 5.199 acres   |
| Distance to nearest private well (including off-site wells)        | >100feet  |
| Distance to municipal well (including off-site wells)              | >1200 feet  |
| Wellhead protection area involved?                                 | No  |
| Ground slope at site of proposed basin                             | average 1.5%  |
| Any buried or overhead utilities in the area?                      | No  |
| Proposed outfall conveyance system/discharge (w/ distances)        | 725 ft. to proposed Wet Forebay P-1B                    |
| Any downstream roads or other structures? (describe)               | Yes-intersection of Chapman Farm Blvd & Fairwinds Blvd. |
| Floodplain, shoreland or wetlands?                                 | No  |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |   |
| Number of soil investigations completed                            | 1 (in basin area)                                       |
| Do elevations of test holes extend 3ft. below proposed bottom?     | Yes (see SWMP)  |
| Average soil texture at pond bottom elevation (USDA)               | Clay  |
| Distance from pond bottom to bedrock                               | >13 feet  |
| Distance from pond bottom to seasonal water table                  | No Water Found in soil boring B-2                       |
| <b>General basin design data (see attached detailed drawings):</b> |   |
| Permanent pool surface area  | 0.06 acres  |
| Design permanent pool water surface elevation                      | elev. 838.00  |
| Top of berm elevation (after settling) and width                   | elev. 842.00/10 feet wide                               |
| Length/width (dimension/ratio)                                     | 105 ft. (L)x 35 ft. (W.) = 3:1                          |
| Safety shelf design (length, grade, max. depth)                    | 10 ft. @ 10% slope/1.0' deepest                         |
| Ave. water depth (minus safety shelf/sediment)                     | 4 ft. in center   |
| Sediment forebay size & depth                                      | 0.006 acres (10% pool size)/2 feet                      |
| Sediment storage depth & design maintenance                        | 2 feet/yearly maintenance schedule                      |

| Wet Pond P-3 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |  |                              |
|---|----------------------|----------------------|--|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev.<br>(above perm. pool) | Outflow Control Structures * |
| 6.222<br>1-yr/24hr. (volume)  | 5.205 cfs            | 839.73 ft.           | 0.145 acre-feet                                    | #1 & #2                      |
| 7.605 cfs<br>(Post 2-yr./24 hr. peak)   | 7.010 cfs            | 839.79 ft.           | 0.151 acre-feet                                    | #1 & #2                      |
| 12.970 cfs<br>(Post 10-yr./24 hr. peak)   | 12.800 cfs           | 839.95 ft.           | 0.166 acre-feet                                    | #1 & #2                      |
| 24.930 cfs<br>(Post 100-yr/24 hr. peak)   | 22.09 cfs            | 840.52 ft.           | 0.237 acre-feet                                    | #1 & #2                      |

- \*  
 #1 = 4-inch orifice in proposed outlet structure - flow line elev. @ 838.00  
 #2 = 48" outlet control structure - rim elev. @ 839.50  
 #3 = 5' earthen spillway - elev. @841.70



### Rain Garden P-4

This basin is located at the north east corner of the property and collects runoff directly from drainage areas P-4. Characteristics of this basin are as follows:

| Rain Garden P-4  |  | Design Data                       |
|--|--|-----------------------------------|
| <b>Site assessment data: (see attached maps)</b>                   |  |                                   |
| Contributing drainage area to basin (P-4)                          |  | 1.04 acres                        |
| Distance to nearest private well (including off-site wells)        |  | >100feet                          |
| Distance to municipal well (including off-site wells)              |  | >1200 feet                        |
| Wellhead protection area involved?                                 |  | No                                |
| Ground slope at site of proposed basin                             |  | average 5%                        |
| Any buried or overhead utilities in the area?                      |  | No                                |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 20 ft. to emergency spillway      |
| Any downstream roads or other structures? (describe)               |  | No                                |
| Floodplain, shoreland or wetlands?                                 |  | No                                |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |                                   |
| Number of soil investigations completed                            |  | 1 (Northwest of proposed basin)   |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)                    |
| Average soil texture at pond bottom elevation (USDA)               |  | Clay                              |
| Distance from pond bottom to bedrock                               |  | >13 feet                          |
| Distance from pond bottom to seasonal water table                  |  | No Water Found in soil boring B-1 |
| <b>General basin design data (see attached detailed drawings):</b> |  |                                   |
| Permanent pool surface area  |  | N/A                               |
| Design permanent pool water surface elevation                      |  | N/A                               |
| Top of berm elevation (after settling) and width                   |  | elev. 841.70/12 feet wide         |
| Length/width (dimension/ratio)                                     |  | 90 ft. (L)x 50 ft. (W.) = 2:1     |
| Safety shelf design (length, grade, max. depth)                    |  | N/A                               |
| Ave. water depth (minus safety shelf/sediment)                     |  | 0 ft. in center                   |
| Sediment forebay size & depth                                      |  | N/A                               |
| Sediment storage depth & design maintenance                        |  | yearly maintenance schedule       |

| Rain Garden P-4 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|--|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume   | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 1.395<br>1-yr/24hr. (volume)   | 0.0 cfs              | 839.81 ft.           | 0.065 acre-feet                                 | N/A                          |
| 1.681 cfs<br>(Post 2-yr./24 hr. peak)  | 0.0 cfs              | 839.99 ft.           | 0.079 acre-feet                                 | N/A                          |
| 2.782 cfs<br>(Post 10-yr./24 hr. peak)   | 0.0 cfs              | 840.47 ft.           | 0.140 acre-feet                                 | N/A                          |
| 5.183 cfs<br>(Post 100-yr/24 hr. peak)   | 3.364 cfs            | 840.86 ft.           | 0.189 acre-feet                                 | #1                           |

\* #1 = 20' earthen spill way -- elev. @ 840.70



## Total Site Release Rates

The table below summarizes the storm water release rates associated with the overall development. Per the Village of Mukwonago Storm Water Ordinance, the Allowable Release Rate is defined as;

### Peak Discharge.

- A. Minimum requirement. To minimize downstream bank erosion and the failure of downstream conveyance systems, the calculated post-development peak storm water discharge rates shall be reduced as depicted in the table below. Modeling requirements for this provision are further described in sec. 34-111 below.

|                | Post Development Peak<br>Discharge = | Pre-Development Peak<br>Discharge |
|----------------|--------------------------------------|-----------------------------------|
| Recurrence     |                                      |                                   |
| Interval storm | 100                                  | 10                                |
|                | 10                                   | 2                                 |
|                | 2                                    | 2                                 |
|                | 1                                    | 1                                 |

| TOTAL SITE DISCHARGE |           |           |           |
|----------------------|-----------|-----------|-----------|
| STORM<br>EVENT       | EXISTING  | PROPOSED  | ALLOWABLE |
| 1-YR                 | 2.060 CFS | 0.000 CFS | 2.060 CFS |
| 2-YR                 | 3.110 CFS | 0.000 CFS | 3.110 CFS |
| 10-YR                | 7.912 CFS | 0.000 CFS | 3.110 CFS |
| 100-YR               | 20.52 CFS | 3.364 CFS | 7.912 CFS |

## Site Water Quality Summary

| Pollutant (1)      | Concen-<br>tration - No<br>Controls | Concen-<br>tration - With<br>Controls | Concen-<br>tration<br>Units | Pollutant Yield<br>- No Controls | Pollutant Yield<br>- With Controls | Pollutant<br>Yield<br>Units | Percent Yield<br>Reduction |
|--------------------|-------------------------------------|---------------------------------------|-----------------------------|----------------------------------|------------------------------------|-----------------------------|----------------------------|
| Particulate Solids | 152.9                               | 0                                     | mg/L                        | 3543                             | 0                                  | lbs                         | 100.00 %                   |
| Total Phosphorus   | 0.7370                              | 0                                     | mg/L                        | 17.08                            | 0                                  | lbs                         | 100.00 %                   |





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

|   |  |
|---|--|
| Committee/Board:                            | Public Works/Committee of Whole/Village Board                                |
| Topic:                                      | Amendment to Design and Engineering Services for DeBack Drive Infrastructure |
| From:                                       | Michael Michalski  |
| Department:                                 | Public Works   |
| Presenter:                                  | Jerad Wegner   |
| Date of Committee Action (if required):     | September 4, 2019  |
| Date of Village Board Action (if required): | September 4, 2019  |

### Information

**Subject:** Approval of the Ruekert Mielke, Inc. amendment to design and engineering services task order for DeBack Drive Infrastructure.

**Background Information/Rationale:** Task Order Amendment No. 2 is set to cover additional design, engineering, and administration due to the realignment of DeBack Drive and the alterations to TID #3 regional stormwater facility.

The following items were not factored within the original construction services task order:

- Perform topographic survey of regional storm water pond - \$992
- Perform wetland delineation along southeast perimeter of regional storm water pond - \$7,048
- Prepare plan and profile drawings along the centerline realignment for proposed sanitary sewer, water main and roadway - \$10,912
- Prepare cross sections along roadway realignment - \$6,945
- Remodeling and redesign of storm sewer - \$4,960
- Design alternate pond in-fill - \$1,488
- Pond modeling and stormwater improvement sheets - \$ 11,160
- Future sanitary truck sewer analysis - \$4,960
- Prepare plan set of drawings for erosion control and stormwater pond dewatering - \$2,480
- Redesign curb ramps and intersection details - \$3,968
- Redesign pavement marking and signage - \$2,976
- Project Manual alterations - \$4,464
- WDNR Wetland Permit application modifications - \$3,472

**Key Issues for Consideration:** Approval of Ruekert Mielke, Inc. Task Order 2018-03A2 Amendment No. 2 for design and engineering related services.

**Fiscal Impact (If any):** \$65,825 for additional services.

**Requested Action by Committee/Board:** We are requesting a recommendation to the Village Board for the approval of Ruekert Mielke, Inc. Task Order Amendment No. 2 for DeBack Drive Infrastructure additional design and engineering related services.

### Attachments

RM Task Order 2018-28A



## TASK ORDER

This is Task Order No. (2018-03A2),  
consisting of 3 pages  
**Village of Mukwonago**  
*DeBack Drive Infrastructure*

### Task Order

In accordance with the Task Order No. 2018-03, Owner and Engineer agree to Amend the referenced task order as follows:

#### 1. Specific Project Data

- A. Title: DeBack Drive Infrastructure – Amendment No. 2
- B. Description: Provide additional engineering services for the Redesign and Bidding of DeBack Drive to provide infrastructure to the Maple Centre Development

#### 2. Additional Services of Engineer

This Task Order Amendment No. 2 is set to cover additional engineering and administrative for the realignment of DeBack Drive and the alterations to TID #3 regional stormwater facility.

The following items were not factored within the original construction services task order:

- Perform topographic survey of regional storm water pond - \$992
- Perform wetland delineation along southeast perimeter of regional storm water pond - \$7,048
- Prepare plan and profile drawings along the centerline realignment for proposed sanitary sewer, water main and roadway - \$10,912
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- Prepare plan set of drawings for erosion control and stormwater pond dewatering - \$2,480
- Redesign curb ramps and intersection details - \$3,968
- Redesign pavement marking and signage - \$2,976
- Project Manual alterations - \$4,464
- WDNR Wetland Permit application modifications - \$3,472

#### Work Available as additional services:

The following services are not included in this effort because of project timeline or we have assumed they are not necessary:

- Geotechnical Investigation
- Individual WDNR Chapter 30 Permit

#### 3. Owner's Responsibilities

The Village will review materials and construction drawings to ensure the designed project is compatible with Village operations and standard materials. The Village will pay for the cost of advertisement, permit fees, Engineer's reimbursable expenses, reproduction of the bidding documents, distribution of the bidding documents, and will refer all bidders' questions to the Engineer for response.



## TASK ORDER

### 4. Times for Rendering Services

| <u>Phase</u>            | <u>Completion Date</u> |
|-------------------------|------------------------|
| Advertisement for Bid   | October 9, 2019        |
| Bid Opening             | October 23, 2019       |
| Recommendation of Award | November 6, 2019       |

### 5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

| <u>Category of Services</u> | <u>Compensation Method</u> | <u>Estimate of Compensation<br/>for Services</u> |
|-----------------------------|----------------------------|--|
| 200A1 Design and Bidding    | Lump Sum                   | \$65,825   |

B. The terms of payment are set forth in the Standard Terms and Conditions.

### 6. Consultants

None.

### 7. Other Modifications to Standard Terms and Conditions

None.

### 8. Attachments

None.

### 9. Documents Incorporated by Reference

Ruekert & Mielke, Inc. / Village of Mukwonago Master Agreement



## TASK ORDER

Terms and Conditions: Execution of this Task Order Amendment by Owner and Engineer shall make it subject to terms and conditions, (as modified above) of Task Order No. 2018-03A-2

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

Village of Mukwonago

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

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

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

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

ENGINEER:

Ruekert & Mielke, Inc.

By: Steven C. Wurster

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: August 27, 2019

### DESIGNATED REPRESENTATIVE FOR TASK ORDER

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

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

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name: Michael E. Michalski

Title: Project Engineer

Address: W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020

Email: [mmichalski@ruekert-mielke.com](mailto:mmichalski@ruekert-mielke.com)

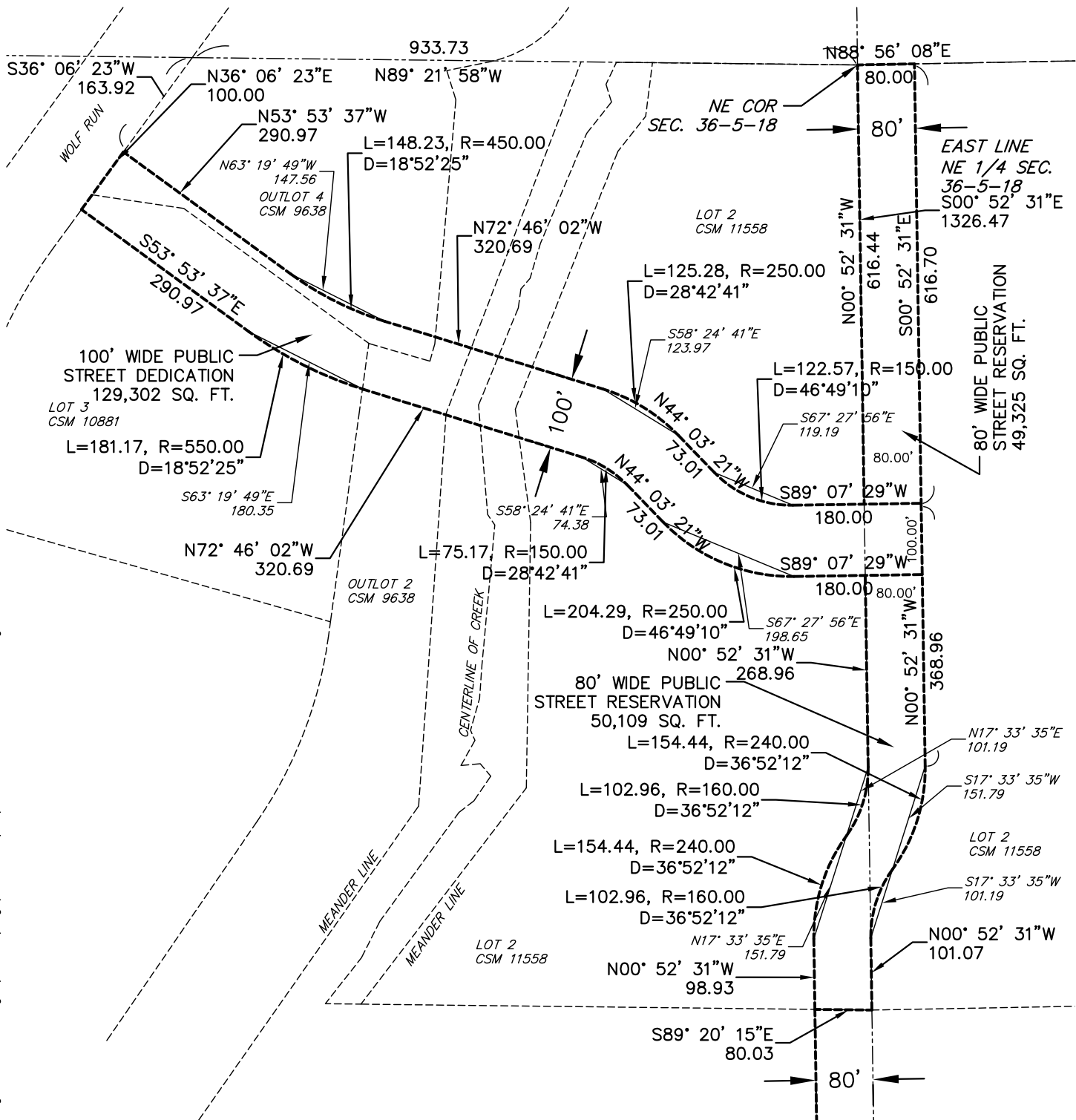
Phone: 262-953-3004

Fax: 262-542-5631



# PROPOSED ROAD DIMENSIONS

Being parts of CSM 9638, and parts of CSM 10881, and parts of Lot 2 CSM 11558  
Village of Mukwonago, Waukesha Co. WI



**PREPARED FOR:**  
Village of Mukwonago  
440 River Crest Ct  
Mukwonago, WI 53149

**PREPARED BY:**  
Ruekert & Mielke, Inc.  
W233 N2080 Ridgeview Pkwy.  
Waukesha, WI 53188





September 23, 2019

Ms. Diana Dykstra, CMC  
Clerk-Treasurer  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

RE: Village Hall Generator Addition

Dear Ms. Dykstra:

Bids for the above project were opened on September 20, 2019 at 10:00 a.m. at the Village Hall and were as follows:

|    | <b>BIDDER</b>                   | <b>BASE BID</b>    |
|----|---------------------------------|--------------------|
| 1. | <u>Hady Electric, Inc.</u>      | <u>\$86,300.00</u> |
| 2. | <u>Hogen Electric, Inc.</u>     | <u>\$91,800.00</u> |
| 3. | <u>WIL-Surge Electric, Inc.</u> | <u>\$97,810.00</u> |

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major suppliers.
3. Low bidder has successfully completed similar projects over the last several years.

On these bases, we recommend that Hady Electric be awarded the Village Hall Generator Addition contract, in the amount of \$86,300.00.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use.

Please have the appropriate official sign where indicated and forward all three signed copies of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.



Ms. Diana Dykstra, CMC  
Village of Mukwonago  
September 23, 2019  
Page 2

Bids remain subject to acceptance until November 19, 2019, unless Bidder agrees to an extension.  
Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.



Patrick T. Wohlers, P.E. (WI, IL)  
Senior Project Manager  
[pwohlers@ruekertmielke.com](mailto:pwohlers@ruekertmielke.com)

PTW:sjs

Encl: Notice of Award  
Bid Summary

cc: Ron Bittner, Village of Mukwonago  
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



## NOTICE OF AWARD

---

Date of Issuance: \_\_\_\_\_

Contract: Village Hall Generator Addition

Owner: Village of Mukwonago

Bidder: Hady Electric, Inc.

Engineer: Ruekert & Mielke, Inc.

Address: P. O. Box 580

Engineer's Project No.: 12-10122.200

Watertown, WI 53094

---

### TO BIDDER:

You are notified that your Bid dated September 20, 2019 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Village Hall Generator Addition

The Contract Price of your Contract is: \$ 86,300.00

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer ONE (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

---

Owner: VILLAGE OF MUKWONAGO

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

Authorized Signature

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

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

Copy: Engineer



**BID SUMMARY**

Village Hall Generator Addition

Village of Mukwonago, Waukesha County, Wisconsin

Bids Open: September 20, 2019, 10:00 a.m.

| CONTRACTOR               | Bid Bond | BASE BID    |
|--------------------------|----------|-------------|
| Hady Electric, Inc.      | √        | \$86,300.00 |
| Hogen Electric, Inc.     | √        | \$91,800.00 |
| WIL-Surge Electric, Inc. | √        | \$97,810.00 |
|                          |          |             |
|                          |          |             |
|                          |          |             |
|                          |          |             |
|                          |          |             |

|                      |                     |
|----------------------|---------------------|
| APPARENT LOW BID:    | \$86,300.00         |
| APPARENT LOW BIDDER: | Hady Electric, Inc. |

RUEKERT & MIELKE, INC.  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

|   |  |
|---|--|
| Committee/Board:                            | Protective Services Committee              |
| Topic:                                      | Reorganization of Department Command Staff |
| From:                                       | Police Chief Kevin Schmidt                 |
| Department:                                 | Police Department                          |
| Presenter:                                  | Chief Schmidt                              |
| Date of Committee Action (if required):     | October 2, 2019                            |
| Date of Village Board Action (if required): | October 16, 2019                           |

### Information

**Subject:** Reorganization of the Department Command Staff

**Background Information/Rationale:** In the late 1970's, the department command staff consisted of a Chief and a Sergeant.

In the late 1980's, the command staff consisted of a Chief, Lieutenant & 2 Sergeants.

In 2001, the command structure consisted of a Chief, 2 Lieutenants and a Sergeant.

I am proposing changing the command structure to a Chief, an Assistant Chief and 2 Lieutenants. Two main reasons for this change is this will give the department a clear 2<sup>nd</sup> in command and this will be a solution to the Sergeant making more than the Lieutenant.

In 2001 a sergeant (still eligible for overtime), needed approximately 125 hours of overtime to make more than a lieutenant. In 2019, the sergeant needs approximately 18.5 hours of overtime to make more than a lieutenant. The above is based on the sergeant not receiving educational incentive pay for a bachelor degree. If the sergeant has a bachelor degree, they receive \$1,500 a year, meaning without any overtime, the sergeant is paid more than the lieutenant. Lieutenants and above are not eligible for the educational pay.

**Key Issues for Consideration:** This will take effect January of 2020. This will give the department a clear 2<sup>nd</sup> in command within the department that is running the department in my absence. It can also assist in the succession plan of the department, to take over the Chief position should a vacancy occur.

The Police Commission approved the restructure of the command staff.

**Fiscal Impact (If any):** Under the current pay scale program in the Village of Mukwonago, Finance Director Doherty advised the wage range for the Assistant Chief will be \$78,210 to \$105,583. The wage range for the Police Lieutenant is 71,100 to \$95,985. The 2019 wages for the lieutenants are \$81,968.22 and \$81,182.40. I am proposing the Assistant Chief's 2020 salary be \$87,500, the approximate midpoint between the Chief and Lieutenant's wages.

**Requested Action by Committee/Board:** Recommend to the Village Board the approval of the restructure of the Village of Mukwonago Police Department command staff, beginning in 2020.





# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

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### **Attachments**

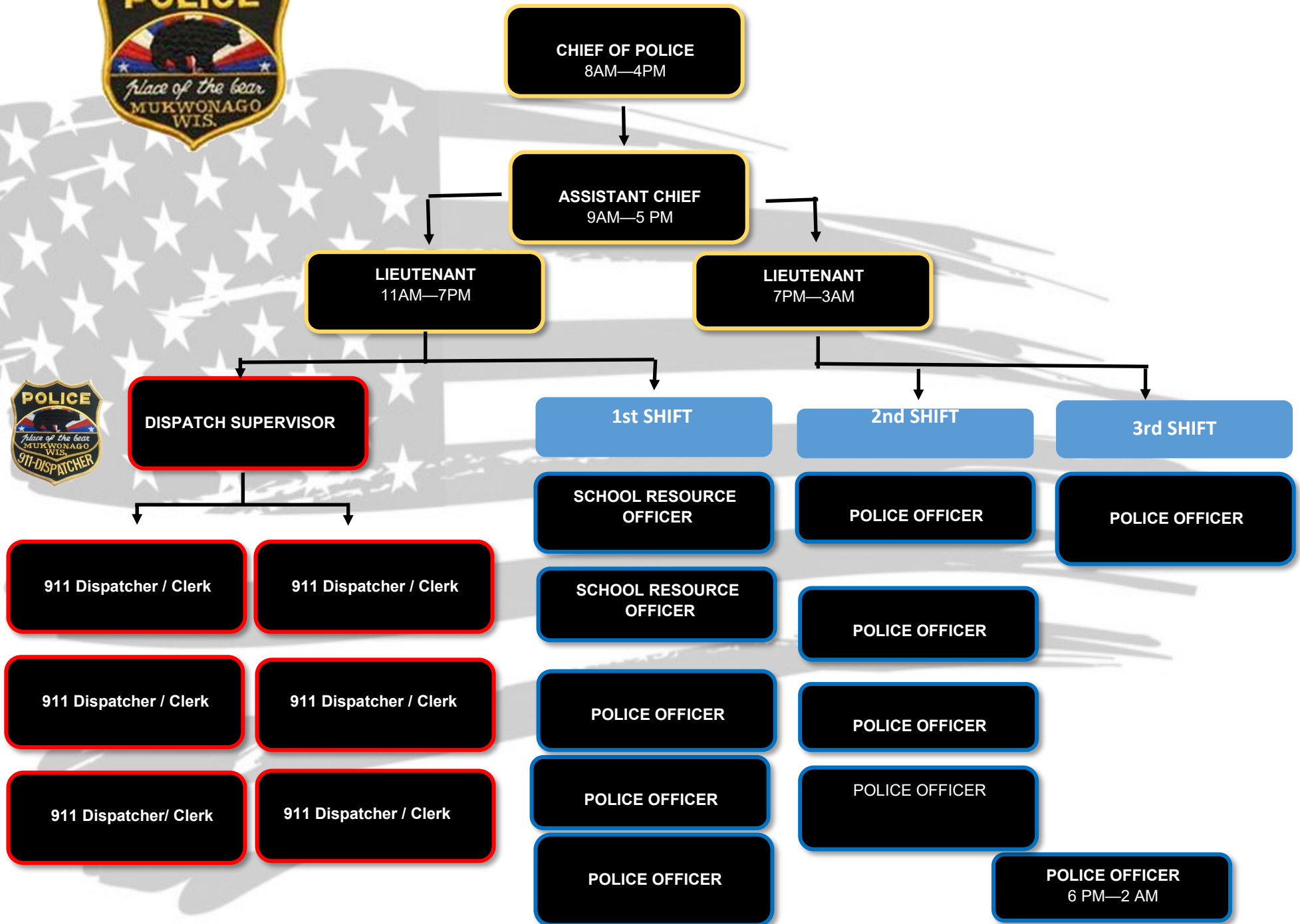
Draft of Village of Mukwonago Police Department Rule #2-250 – Job Description: Assistant Chief  
Draft of Village of Mukwonago Police Department Rule #2-300 – Job Description: Lieutenant  
Proposed organizational chart of the Village of Mukwonago Police Department

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# Village of Mukwonago Police Department





|  |             |                                     |                                 |
|--|-------------|-------------------------------------|---------------------------------|
| Village of Mukwonago Police Department |             | Job Description:<br>Assistant Chief |                                 |
| Total Number of Pages: 4               |             |                                     |                                 |
| Rule Number: 2-250                     | Issue Date: | Effective Date:                     | Review Date:                    |
| Amends/Replaces:                       |             | Updated:                            | Issuing Authority:<br>Chief KBS |

**I. PRIMARY FUNCTION.** The Assistant Chief is designated as next in command after the Police Chief. The Assistant Chief assists with the oversight and management of the day-to-day operations of the Village Police Department. The Assistant Chief is responsible for following all orders, written and verbal, as given by the Chief. The Assistant Chief shall work with the Chief to learn all phases of the operation of the department. The Assistant Chief shall be held responsible for the actions of their subordinates. The Assistant Chief must keep in mind the following objectives to achieve the highest performance from the employees of the department: Enforce all ordinances and laws, insure the safety of all citizens and property, maintain the peace, prevent crime, and build confidence in the public by providing excellent service.

**II. ESSENTIAL DUTIES AND RESPONSIBILITIES.** The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

**A. PLANNING FOR FUTURE NEEDS**

1. Assist the Chief of Police with command oversight and leadership direction to the Village of Mukwonago Police Department.
2. Assist the Chief in planning for future needs of the department.
3. Research and recommend to the Chief updates to department policies.
4. Assist in preparation of the department budget by researching cost, serviceability and other aspects of purchases.
5. Attend Village Board and committee meetings as directed, serving as the Chief's agent.
6. Continue to keep abreast of the latest advances in law enforcement and law enforcement supervision techniques and be prepared to make recommendations to the Chief.

**B. ORGANIZING THE DEPARTMENT**

1. Assist the Chief in developing and updating the organizational structure of span of control, chain of command and unity of command.
2. Delegate authority and responsibility with accountability to immediate subordinates.
3. Assist the Chief in developing and updating job descriptions for all department employees.
4. Assist the Chief in developing department personnel, by upgrading all facets of the person, job skills, knowledge, attitudes and ethics.
5. Establish an effective working relationship with all members of the department.
6. Resolve conflicts among the staff quickly and efficiently.

**C. DIRECT THE DEPARTMENT TO ESTABLISHED GOALS**

1. Assist in the implementation of new plans with a reasonable period for completion.
2. Strive to stimulate and encourage members of the department to higher planes of growth, both on a personal and professional level.



3. When issuing directives, be certain members understand them and respond to them.

**D. CONTROL OVER DEPARTMENT STAFF AND EQUIPMENT**

1. In the absence of the Chief, assumes command of department.
2. Assist the Chief in all duties including budgetary, administrative, and procedural
3. Recruit, interview, select and manage the hiring and evaluation of employees.
4. Procure, maintain and assign department equipment.
5. Ensure police equipment and facility is maintained, repaired and replaced as necessary.
6. Maintain knowledge of software and equipment used to perform duties, such as word processing, database, spreadsheets, E-mail and office equipment.
7. Assist all members of the department with human resource matters and work with the Village Human Resource Director on those issues as necessary.

**E. SUPERVISION AND EVALUATION**

1. Provide direction and guidance to members of the department under his/her command in the proper discharge of their duties.
2. Maintain an open line of communication with all members of the department to provide an ongoing flow of ideas to keep the department moving toward the future.
3. Provide an example for all members under their command with their appearance, attitude, dignity, courtesy and shall at all times appear neatly attired and clean.
4. Assist the Chief in discipline matters.
5. Complete performance evaluations of command staff under them.
6. Maintain an open mind and do not allow personal feelings to intrude when evaluating a member.

**F. ADDITIONAL TASKS**

1. Solicit feedback from community members and respond to requests from citizens.
2. Investigate, as directed by the Chief, any citizen's complaints on any member of the command staff under their direction and at the completion of the investigation provide a report to the Chief.
3. Work to create a positive relationship with other village departments and area police and fire departments.
4. Shall abide by and enforce all rules of the department and other village rules as applicable.
5. Represents the Police Department in a variety of local, county, state and other meetings, cooperates with the county, state and federal law enforcement officers as appropriate where activities of the Police Department are involved.

**III. EDUCATION, LICENSURE/CERTIFICATION AND EXPERIENCE.** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and abilities required.

- A. Bachelor degree in Criminal Justice, Law Enforcement or related field.
- B. Must be currently Wisconsin Law Enforcement Standards Board Certified or be able to obtain LESB certification within one (1) year from date of hire due to reciprocity or license transfers as determined by the Department of Justice.
- C. Additional training for supervisors such as FBI National Academy, Northwestern School of Police Staff and Command, Wisconsin Command College, or similar; **or** a Masters Degree in Criminal Justice, Public Administration or related field.
- D. A minimum of ten (10) years of previous law enforcement experience and at least three (3) years of law enforcement supervisory experience.



**IV. QUALIFICATIONS AND SKILLS.** Must be able to provide evidence of extensive knowledge and experience of the following:

- A. Best practice methods and practices of police administration.
- B. Computer systems and other methods of collecting and analyzing data.
- C. Supervision of the operation and maintenance of various types of law enforcement apparatus and equipment.
- D. Best practice training methods and the ability to supervise the training and instruction of personnel.
- E. Collective bargaining, labor relations, contract administration, and the ability to establish positive relationships between management and labor representatives.
- F. Ability to delegate authority to appropriate staff subordinates as well as monitoring adherence to established Departmental policies and procedures.
- G. Ability to evaluate staff subordinates in a fair and equitable manner – recommending commendations and administering discipline as necessary.
- H. Ability to plan, recommend and support changes within the Department, Village Board and the law enforcement field to improve and enhance public safety.
- I. Ability to analyze law enforcement problems and formulate policies and procedures as appropriate.
- J. Skill in dealing with the public, other agencies, other departments and Department personnel courteously but firmly and to establish effective working relationships with the public, new media, community officials, adjacent police departments, and other agencies involved in community safety.
- K. Ability to instruct and train other staff.
- L. Ability to utilize computer programs and equipment.
- M. Ability to communicate effectively orally and in writing.
- N. Must have the ability to multi-task and problem solve.

**V. WORK ENVIRONMENT.** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job:

- A. Experience transitions from hot to cold and from humid to dry atmospheres.
- B. Work in wet, icy, or muddy areas.
- C. Face exposure to infectious agents, such as hepatitis B or HIV.
- D. Spend extensive time outside exposed to the elements.
- E. A normal work schedule is five days of eight hour shifts, followed by two days off, four days of eight hour shifts, followed by two days off.
- F. On occasion may have to work a shift he or she does not normally work.
- G. Work major holidays.
- H. May have to stay beyond the normal end of shift depending upon assignments.
- I. May be subject to call up in the event of an emergency.
- J. Court testimony may require work outside the normal shift.

**VI. AMERICANS WITH DISABILITIES ACT (ADA) ESSENTIAL ELEMENTS AND QUALIFICATIONS.** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job:

- A. Specific vision abilities, required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to focus.
- B. Must be able to sit, stand, bend, walk, and climb with or without back support.
- C. Lifting of various items and various weights. This may include: combative or subdued



## DRAFT

- suspects, stretchers, first aid equipment (kits and oxygen bottles), bicycles, and weapons.
- D. Must have dexterity and hand/eye coordination necessary to operate computer keyboard and other office equipment.
- E. Hearing activities requires the ability to participate in numerous conversations throughout the workday both in person and over the telephone.
- F. Must be able to work with file cabinets that are 5'8" in height and cabinet drawers that have a depth of 24"
- G. Ability to perform duty for prolonged periods in extreme weather situations.

### **VII. ADDITIONAL REQUIREMENTS.**

- A. Comply with the conditions of employment as stated in the Village of Mukwonago Employee Handbook.
- B. Must keep current with new computer technology which would benefit the Village and its residents.
- C. Reside within a twenty-five mile radius of the Village Square (intersection of County HWY ES and State Hwy 83) within 1 year after successful completion of probation.
- D. Take an oath of office.
- E. Implement the policy directives of the Police Chief and Village Board.

The Village of Mukwonago is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



|  |                         |                                    |                                 |
|--|-------------------------|------------------------------------|---------------------------------|
| Village of Mukwonago Police Department |                         | Job Description:<br><br>Lieutenant |                                 |
| Total Number of Pages: 4               |                         |                                    |                                 |
| Rule Number: 2-300                     | Issue Date:<br>11/30/04 | Effective Date:<br>01/15/05        | Review Date:<br>02/23/21        |
| Amends/Replaces:                       |                         | Updated:<br>02/23/18               | Issuing Authority:<br>Chief KBS |

**I. PRIMARY FUNCTION.** The Police Lieutenant is designated as next in command after the Police Chief **and Assistant Chief**. The Lieutenant is responsible for following all orders, written and verbal, as given by the Chief. The Lieutenant shall work with the Chief **and Assistant Chief** to learn all phases of the operation of the department. The Lieutenant shall be held responsible for the actions of their subordinates. The Lieutenant must keep in mind the following objectives to achieve the highest performance from the employees of the department: Enforce all ordinances and laws, insure the safety of all citizens and property, maintain the peace, prevent crime, and build confidence in the public by providing excellent service.

**II. ESSENTIAL DUTIES AND RESPONSIBILITIES.** The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

**A. PLANNING FOR FUTURE NEEDS**

1. Assist ~~the Chief~~ in planning for future needs of the department.
- ~~2. Research and recommend to the Chief updates to department policies.~~
- ~~3~~ **2.** Assist in preparation of the department budget by researching cost, serviceability and other aspects of purchases.
- ~~4~~ **3.** Attend village board and committee meeting as directed, serving as the Chief's agent.
- ~~5~~ **4.** Continue to keep abreast of the latest advances in law enforcement and law enforcement supervision techniques and be prepared to make recommendations to the Chief.

**B. ORGANIZING THE DEPARTMENT**

- ~~1. Assist the Chief in developing and updating the organizational structure of span of control, chain of command and unity of command.~~
- ~~2~~ **1.** Delegate authority and responsibility with accountability to immediate subordinates.
- ~~3~~ **2.** Assist the Chief in developing and updating job descriptions for all department employees.
- ~~4~~ **3.** Assist the Chief in developing department personnel, by upgrading all facets of the person, job skills, knowledge, attitudes and ethics.
- ~~5~~ **4.** Establish an effective working relationship with all members of the department.
- ~~6~~ **5.** Resolve conflicts among the staff quickly and efficiently.

**C. DIRECT THE DEPARTMENT TO ESTABLISHED GOALS**

1. Assist in the implementation of new plans with a reasonable period for completion.
2. Strive to stimulate and encourage members of the department to higher planes of growth, both on a personal and professional level.
3. Make sure that all members understand what is expected of them, by providing effective communications, both verbal and follow up written guidelines.
4. When issuing **new** directives **are issued**, be certain that members understand them



## DRAFT

and respond to them.

### D. CONTROL OVER DEPARTMENT STAFF AND EQUIPMENT

1. Assist the Chief in establishing realistic goals and performance levels for employees, and then follow up with monitoring of employees and providing feedback to the employee.
2. Be responsible for the good working condition of all equipment under his/her command.

### E. SUPERVISION AND EVALUATION

1. Direct and supervise subordinate's activity
2. Will provide direction and guidance to all members of the department under his/her command in the proper discharge of their duties.
3. When possible meet one to one with members to maintain uniform application of policies and rules.
4. Maintain an open line of communication with all members of the department to provide an ongoing flow of ideas to keep the department moving toward the future.
5. Shall provide an example for all members under his/her command with his/her appearance, attitude, dignity, courtesy and shall at all times appear neatly attired and clean.
6. Ensure that all members under his/her command are properly uniformed, equipped and fitted for duty.
7. Assist the Chief in discipline matters.
8. Assign personnel as necessary to special enforcement and special assignments.
9. Provide for adequate staffing levels in order to maintain the safety and public order in the Village of Mukwonago.
10. Support the sergeant in personnel or other issues he/she may bring to you. On a regular basis reviews accident reports, Phoenix reports, and TraCS documents for accuracy and proper enforcement action and provides feedback to the authors of reports. Assign officers to special or selective enforcement when necessary to achieve safety.
11. Consider each member's strengths and weaknesses on an individual level when evaluating members.
12. Maintain an open mind and do not allow personal feelings to intrude when evaluating a member.
13. The Lieutenant shall report in writing to the Chief, information on any member who is unfit for service because of either mental or physical incompetence or any other condition causing the member to be unfit for duty.
14. Assist in the recruitment, interviews, hiring and training of new personnel.
15. Assign officers to special or selective enforcement when necessary to achieve safety.
16. Insure officers are maintaining a sufficient number of citizen contacts.

### F. ADDITIONAL TASKS

1. Although the Lieutenant is generally an administrative position, he/she shall still assume all other duties and tasks of a sworn police officer as necessary.
2. Undertake any jobs or assignments, including acting as a department investigator, as directed by the Chief.
3. The Lieutenant shall at the direction of the Chief, investigate any citizen's complaints on any member and at the completion of the investigation provide a report to the Chief.
4. Work to create a positive relationship with other village departments and area police and fire departments.
5. Shall abide by and enforce all rules of the department and other village rules as applicable.



**III. EDUCATION, LICENSURE/CERTIFICATION AND EXPERIENCE.** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills and abilities required.

- A. A Bachelor degree in Criminal Justice, Law Enforcement or related field.
- B. Must be currently Wisconsin Law Enforcement Standards Board Certified or be able to obtain LESB certification within one (1) year from date of hire due to reciprocity or license transfers as determined by the Department of Justice.
- C. A minimum of eight (8) years of previous law enforcement experience.
- D. The Lieutenant shall have additional training as recommended or required by the Chief.

**IV. QUALIFICATIONS AND SKILLS.** Must be able to provide evidence of extensive knowledge and experience of the following:

- A. Best practice methods and practices of police administration.
- B. Computer systems and other methods of collecting and analyzing data.
- C. Supervision of the operation and maintenance of various types of law enforcement apparatus and equipment.
- D. Best practice training methods and the ability to supervise the training and instruction of personnel.
- E. Collective bargaining, labor relations, contract administration, and the ability to establish positive relationships between management and labor representatives.
- F. Ability to delegate authority to appropriate staff subordinates as well as monitoring adherence to established Departmental policies and procedures.
- G. Ability to evaluate staff subordinates in a fair and equitable manner – recommending commendations and administering discipline as necessary.
- H. Ability to plan, recommend and support changes within the Department, Village Board and the law enforcement field to improve Departmental practices and enhance public safety.
- I. Ability to analyze law enforcement problems and formulate policies and procedures as appropriate.
- J. Skill in dealing with the public, other agencies, other departments and Department personnel courteously but firmly and to establish effective working relationships with the public, new media, community officials, adjacent police departments, and other agencies involved in community safety.
- K. Ability to instruct and train other staff.
- L. Ability to utilize computer programs and equipment.
- M. Ability to communicate effectively orally and in writing.
- N. Must have the ability to multi-task and problem solve.

**V. WORK ENVIRONMENT.** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job:

- A. Experience transitions from hot to cold and from humid to dry atmospheres.
- B. Work in wet, icy, or muddy areas.
- C. Face exposure to infectious agents, such as hepatitis B or HIV.
- D. Spend extensive time outside exposed to the elements.
- E. A normal work schedule is five days of eight hour shifts, followed by two days off, four days of eight hour shifts, followed by two days off.
- F. On occasion may have to work a shift he or she does not normally work.
- G. Work major holidays.



## DRAFT

- H. May have to stay beyond the normal end of shift depending upon assignments.
- I. May be subject to call up in the event of an emergency.
- J. Court testimony may require work outside the normal shift.

**VI. AMERICANS WITH DISABILITIES ACT (ADA) ESSENTIAL ELEMENTS AND QUALIFICATIONS.** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job:

- A. Specific vision abilities, required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to focus.
- B. Must be able to sit, stand, bend, walk, and climb with or without back support.
- C. Lifting of various items and various weights. This may include: combative or subdued suspects, stretchers, first aid equipment (kits and oxygen bottles), bicycles, and weapons.
- D. Must have dexterity and hand/eye coordination necessary to operate computer keyboard and other office equipment.
- E. Hearing activities requires the ability to participate in numerous conversations throughout the workday both in person and over the telephone.
- F. Must be able to work with file cabinets that are 5'8" in height and cabinet drawers that have a depth of 24"
- G. Ability to perform duty for prolonged periods in extreme weather situations.

## **VII. ADDITIONAL REQUIREMENTS.**

- A. Comply with the conditions of employment as stated in the Village of Mukwonago Employee Handbook.
- B. Must keep current with new computer technology which would benefit the Village and its residents.
- C. Reside within a twenty-five mile radius of the Village Square (intersection of County HWY ES and State Hwy 83) within 1 year after successful completion of probation.
- D. Take an oath of office.
- E. Implement the policy directives of the Police Chief and Village Board.

The Village of Mukwonago is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the Village will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.





# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

|   |   |
|---|---|
| Committee/Board:                            | Village Board   |
| Topic:                                      | Request for Proposal (RFP) Streetscaping & Wayfinding |
| From:                                       | Roger Walsh/DDC Chair-Village Board Trustee-Liaison   |
| Department:                                 |   |
| Presenter:                                  | Roger Walsh   |
| Date of Committee Action (if required):     |   |
| Date of Village Board Action (if required): | 10-16-2019  |

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### Information

**Subject:** Streetscaping-Wayfinding Request for Proposal (RFP).

**Background Information/Rationale:** Downtown Strategic Plan Implementation of Tier 1 and Tier 2 Recommendations regarding Streetscaping & Wayfinding/Signage.

**Key Issues for Consideration:** Approval of RFP begins the selection process.

**Fiscal Impact (If any):** Budget Item carried over from 2019 into 2020

**Requested Action by Committee/Board:** Approval by the Village Board to send out RFP for selection of a Professional Firm to provide the Village of Mukwonago with a Downtown Streetscaping & Wayfinding/Signage Design Plan.

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### Attachments

Copy of Final RFP for Distribution

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**Downtown Roadway Design-  
Streetscaping Enhancement Plan with  
Recreational and Wayfinding Signage  
Design Services**

**Request for Proposals**



**Village of Mukwonago**

440 River Crest Court, Mukwonago, WI 53149

**October 2, 2019**



# Summary

The Village of Mukwonago would like to invite all qualified designers, landscape architects, graphic artists, and/or other professionals to submit proposals to create a Downtown Village roadway design and streetscaping enhancement plan that includes recreational and wayfinding signage.

There is a need to address a non-descript Village Center district and perceived need to address hard to find public parking in addition to Parks, Camping, Boating, Vernon Marsh birding and wildlife areas, trolley stop and sports fields, etc.

The Roadway/Streetscape Design Services and Signage Project will provide the Village with design guidelines and technical specifications that conceptually envision practical and effective elements to promote a sense of place. In addition, wayfinding signage for the Downtown District, public parking, Historic District(s), recreational network, and parks shall be incorporated into the Design Plan.

The Village plans to pursue the fabrication and installation of the streetscape and signage elements separately, as such these services are not part of this scope of work.

The Streetscape Design Services and Wayfinding Signage shall:

1. Address the intent of the Downtown District as a vibrant central core of the Village, with cohesive signage/branding that captures the character and uniqueness of the Downtown District.
2. Address the intent of the Village wide events and recreational network (including parks, trails, and physical features) as a regional draw and asset, emphasizing connection and usability.
3. Provide greater visibility and identification of a downtown and associated public parking resources.

The Village of Mukwonago is located in the Southeastern part of the State of Wisconsin and has a population of just over 8,000. Located approximately 30 minutes West of Milwaukee, on Interstate 43 and State Highway 83, combined with the Downtown and points of interest throughout the Village, make it very unique and attractive for various modes of visitor, recreation and park uses. More information on the Village can be found at [www.villageofmukwonago.com](http://www.villageofmukwonago.com) and [www.Mukwonagodowntown.com](http://www.Mukwonagodowntown.com).

The Downtown Strategic Plan was created by the Downtown Strategic Plan Committee. (DSPSC) The DSPSC and Plan process included Village Trustees, Administration/Economic Development, Staff, Local Business Owners, Chamber of Commerce, Community Members, public meetings, surveys, and an Open House. The Plan was approved by the Village Board of Trustees which then created the Downtown Development Committee, (DDC), to assist in implementing the Strategic Plan.



# Project Information

The Village of Mukwonago has identified a lack of cohesive downtown streetscape treatments that announce you have arrived within the Village Center. Moreover, the lack of color, common elements, perceived safe pedestrian crossing opportunities (State Highway 83), lighting elements, benches, planters, garbage receptacles, handicap parking opportunities within the Downtown area that detract from the visitor and resident experience in the Village.

The Village Center lacks common Signage elements that announce one has arrived. Incorporating downtown streetscape elements and common signage style are sought to better address these items. The Village of Mukwonago has identified a lack of wayfinding signage for transportation (municipal parking) and recreational uses. Moreover, the presence of suboptimal signage at public parking lots and throughout the downtown detract from the visitor and resident experience in the Village.

The Downtown Strategic Plan Tier 1 Road Design and Streetscaping Enhancement recommendations can be summarized into the following generalized categories of needed streetscape improvements:

1. Crosswalks,
2. Beautification,
3. Lighting,
4. Safety,
5. Connectivity,
6. Gateways.

Signage needs can be summarized into the following generalized categories of needed wayfinding improvements:

1. Village wide park wayfinding signage,
2. Village wide recreation opportunities signage (trailheads, fishing and boating spots and along the paths)
3. Downtown pedestrian wayfinding signage
4. Historic District wayfinding signage
5. Downtown public parking signage

## Goals:

### Streetscape

The Village has identified the following goals of the Streetscape Project:

- Propose ideas for banners, street lights, benches, garbage/recycling cans, bike



racks, shade, vegetation, restrooms, water fountains, gathering spaces and gateways

- Connect and enhance Indianhead Park on the southern boundary of downtown
- Incorporate elements that promote the concept of being welcoming, attractive, colorful, connected and safe and which requires minimal maintenance.

### Wayfinding Signage

The Village has identified the following goals of the Wayfinding and Signage Project:

- Strategic placement geared primarily towards pedestrians
- Highly user friendly for visitors and residents alike
- Providing a clear “Gateway” concept that one is entering the downtown district
- Graphically consistent
- Create a sense of place related to the Village’s Downtown District and recreation system

### **Scope of Work:**

### Streetscape Proposal

1. Review existing streetscape element conditions
2. Meet and work with the review committee and staff
3. Provide public participation and engagement recommendations and services.
4. Provide a minimum of at least two design alternatives or variations for review by the Project Committee. Full details on all recommended elements. The details should include the following elements:
  - a. Color Schemes
  - b. Cut Sheets for any recommended amenities (lighting, benches, planters, etc.)
  - c. Materials
  - d. Base map of Village Center (as defined) showing all elements incorporated
  - e. 3-D illustrative typical section representing full immersion into completed project with selected elements.
  - f. Preferred concept recommendation from firm and explanations.
  - g. Build out cost estimate (based on regional comparisons).

### Wayfinding Signage

Upon selection, the successful candidate or team will perform the following tasks as part of the scope of work:

1. Review existing signage
2. Meet and work with the review committee and staff
3. Provide a minimum of at least two design alternatives or variations for review by the



Project Committee. Full signage design suites are required for the (1) park entrances and trail system, (2) downtown pedestrian level, (3) downtown public parking categories and (4) Pearl/Grand Nation Register Historic District (Directions only to the Historic District are expected) and as outlined in the summary. The suite should include the following elements:

- a. Uniform symbols, text, color, and scale
  - b. Color schemes
  - c. A hierarchy of signs for each category
  - d. A version of the Village of Mukwonago logo
  - e. The signs must be reproducible for future fabrication
  - f. All signs must meet industry standards for vehicular clearance, reflectivity, lighting, safety standards as well as applicable federal and state DOT regulations
  - g. Recommendations on materials which take into account maintenance and replacement costs
4. Provide maps detailing location, placement, and quantity recommendations for each of the above categories. Maps should include both Village wide and downtown specific scales.
  5. Provide an overview of fabrication and installation guidelines and pricing estimates for the Village to consider as the project moves forward.
  6. Cost estimates, including installation (based on regional comparisons).
  7. Provide public participation and engagement recommendations and services.

## **Professional Requirements**

The successful team, at a minimum, will possess the following qualifications:

- Graphic design experience with wayfinding signage, streetscape design and branding.
- Public sector contracting experience.
- Project management experience, ensuring delivery within scope, according to schedule, and within budget.
- Transportation sign regulation knowledge, MUTCD experience.
- Recreational signage experience.
- Familiarity with relevant materials, fabrication and maintenance needs, and experience working with fabricators.
- Familiarity with Wisconsin DOT or other DOT standards for streetscape allowances

The successful team will ideally also possess the following:

- Experience working with tourism industries.
- Experience working with parks departments.



# RFP Submission Requirements

## 1. Team Profile and Information

- a. Short narrative of the firm or team profile(s), identifying the principles of the firm, key personnel who will be responsible for the project work, and similar project experience.
- b. A narrative of the team and company culture, design philosophy and approach, process, and an explanation of why the proposer's team is the most qualified firm to provide the requested services.
- c. A sample portfolio of relevant experience including artwork, design and photographs of previously implemented projects similar in nature, if available, with project budgets.
- d. An overview of a typical scope of work and any relevant rate sheets.

## 2. Proposal

- a. Four (4) Total print and bound copies, and one (1) Electronic version of all submittals.
- b. A narrative that demonstrates understanding of the project proposal, expression of the firm's interest in the work.
- c. Provide a succinct, but detailed description of the process and products that would be delivered based on the Scope of Work section of this RFP, including the following elements:
  - i. Specifics regarding streetscape element placement
  - ii. A style suite that outlines appropriate design/location matches
  - iii. Signage location recommendations
  - iv. Specifics regarding signage placement
- d. Submit a schedule for completing the scope of work.
- e. Submit a total project budget for completing the scope of work.

## 3. References & Samples

- a. Three references, including current contact information, from any combination of the following:
  - i. Public sector client
  - ii. Private development corporation or agency
  - iii. Private art installation of commissioned projects
- b. Provide digital copies of two example work products that most closely match the product desired in this RFP.

# Evaluation Criteria

- Experience with designing wayfinding signage and similar signage systems, including technical expertise and industry experience.
- Experience with designing streetscape elements allowable within Wisconsin DOT right of ways.
- Approach and project understanding.



- Quality, completeness, and clarity of submission.
- Plan budget and value to the Village.
- Special consideration for firms or teams who demonstrate a keen knowledge of the Village of Mukwonago may be considered in lieu of other selection criteria or in addition to above criteria.

## Submittal Deadline and Process Timeline

Interested teams must submit required materials **by November 15, 2019 by 11:00 o'clock am**, to [bkohout@villageofmukwonago.com](mailto:bkohout@villageofmukwonago.com), or by mail or in person to:

Subject line: Streetscape/Wayfinding  
Benjamin Kohout  
Village Planning Department  
Village of Mukwonago  
440 River Crest Court  
Mukwonago, WI 53149

Inquiries or questions regarding the RFP can also be sent to Benjamin Kohout, Village Planner, at [bkohout@villageofmukwonago.com](mailto:bkohout@villageofmukwonago.com). Questions/inquires accepted from October 17, 2019 through October 31, 2019. Responses to be sent out by November 1, 2019.

### **Timeline of Events (anticipated and subject to weather cancellations/lack of quorum):**

- October 17, 2019, RFP open
- November 15, 2019, 11:00 am, deadline to receive RFP's.
- November 15, 2019, 11:30 am, RFP's bid opening, Village Hall, Mukwonago, WI.
- November 15-November 18, 2019, DDC elected representatives to evaluate/grade RFP's on stated criteria contained herein.
- November 21, 2019, 6:00 pm, RFP top candidate(s) to conduct presentation(s) to Downtown Development Committee at regularly scheduled Public meeting (order of presentation to be determined at random by Committee Chair by method of their choosing).
- November 21- December 4, 2019, following presentations and deliberations amongst DDC members, top candidate to be recommended to Village Board.
- December 4, 2019, DDC Committee Chair to recommend to Village Board top candidate.
- December 18, 2019, Village Board to take action to select RFP recipient.
- January 1, 2020-March 31, 2020 – Downtown Roadway Design and Wayfinding Sign process and deliverables are completed and submitted to the Village.
- April 1, or April 15, 2020, Downtown Roadway Design and Wayfinding Sign deliverables are presented to Village Board by RFP recipient.



## **General Disclaimers**

1. The Village of Mukwonago is not liable for any costs incurred by the inspector and/or assigns in responding to this Request for Proposal, or for any costs associated with the discussions required for clarification of items related to the proposal, including interviews.
2. The Village of Mukwonago reserves the right to reject any and all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at its own discretion and without penalty.
3. All materials that are prepared, acquired, created or utilized to fulfill the Request for Proposals shall become the property of the Village of Mukwonago as permitted by law.





## Village of Mukwonago

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### AGENDA ITEM REQUEST FORM

|  |                        |
|--|------------------------|
| Committee/Board:                               | Village Board          |
| Topic:   | "Badger Book" Purchase |
| From:  | Diana Dykstra          |
| Department:                                    | Clerk-Treasurer        |
| Presenter:                                     | Diana Dykstra          |
| Date of Committee Action<br>(if required):     |                        |
| Date of Village Board<br>Action (if required): | 10-16-2019             |

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### **UPDATED INFORMATION**

At the Committee of the Whole, we discussed the integration of Badger Books with the Village Election processes. I have provided some additional resources which visualize the use of the devices.

I have included some additional information in the packet that might be helpful to understand this implementation. Additionally, I have provided a video that the Village of McFarland produced which is an excellent example of the Badger Book usage.

Additionally, I believe the Village can roll out Badger Books with (6) devices which would reduce the expense to roughly \$12,600.

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### **Attachments**

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## The "Badger Book" is making the voting process easier and more accurate

5:48 pm April 2, 2019

NEWS, TOP STORIES, WISCONSIN NEWS



WESTON, Wis. (WAOW) — The Village of Weston is now using the "Badger Book" which replaces paper poll books.

The electronic "Badger Book" checks in voters and verifies their identity and personal information. It also looks for active voter registration and absentee ballot processing.

### STORMTRACK 9 WEATHER



### A BLAST OF WINTER-LIKE WEATHER MOVING IN

October 11, 2019

Today: Mostly cloudy, turning blustery and colder with a few scattered showers. High: 60, early, then falling into the 40s Wind: Becoming SW 15-

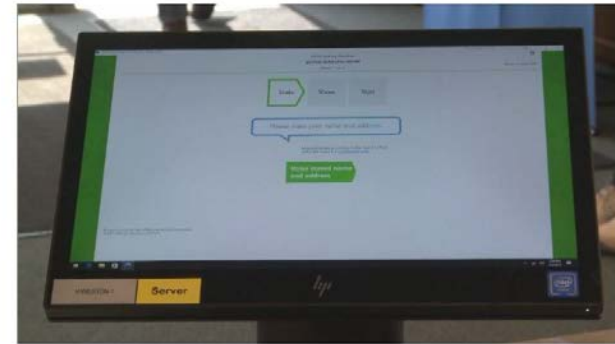
Weston, Wis. (WAOW) — The Village of Weston is now using the "Badger Book" which replaces paper poll books.

The electronic "Badger Book" checks in voters and verifies their identity and personal information. It also looks for active voter registration and absentee ballot processing.

Weston is the only location in Marathon County to use the electronic system and Sherry Weinkauff, Village of Weston Clerk, says the machines ensure the accuracy of all voting information.

"We don't have to worry about the election workers selecting the wrong name in the poll book," Weinkauff said. "We don't have to worry about the election workers giving out duplicate voter numbers or you know assigning the same number to one voter."

The "Badger Book" automatically assigns the voter numbers so site workers are able to compare the voter number count with the voting machine results.



 Rashad Williams

### WEATHER MOVING IN

October 11, 2019

Today: Mostly cloudy, turning blustery and colder with a few scattered showers. High: 60, early, then falling into the 40s Wind: Becoming SW 15-25 Tonight:

[Read More](#)

### CONNECT WITH WAOW



### TOP STORIES

"Remember My Name" honors victims of domestic violence

"Fundraising in Fashion" show to help benefit The Women's Community

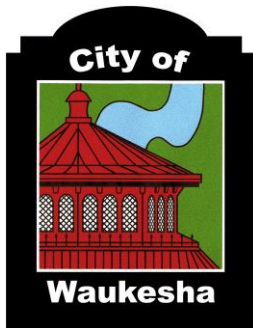
Greater Wausau Chamber of Commerce holds annual dinner

Person killed, two kids hurt in quadruple shooting at 38th, Wright streets

Fatal ATV crash in Adams Co.

**Citi Rewards+™ Card**  
EARN 15,000 BONUS POINTS AFTER QUALIFYING PURCHASES





## **OFFICE OF THE CLERK-TREASURER**

Gina Kozlik, Clerk-Treasurer

201 DELAFIELD STREET  
WAUKESHA, WISCONSIN 53188-3692  
CLERK - 262/524-3550  
TREASURER - 262/524-3850  
FAX 262/524-3888

# **PRESS RELEASE**

## **For Immediate Release**

**Date:** March 19, 2019  
**Contact:** Gina Kozlik, Clerk-Treasurer  
**Phone:** (262) 524-3550  
**Email:** [clerktreas@waukesha-wi.gov](mailto:clerktreas@waukesha-wi.gov)

## **City of Waukesha to pilot e-poll books at the Elk's Lodge Polling Location for Spring Election on April 2<sup>nd</sup>, 2019**

**Waukesha, WIS.** — For the April 2<sup>nd</sup> Spring Election, the City of Waukesha will be piloting the first use of e-poll books at the Elks Lodge polling location, 2301 Springdale Road. The Badger Book e-poll books will replace paper poll books, allowing voters to be served more efficiently and provide a more consistent voter experience.

Voters at the Elks Lodge will have the benefit of being able to proceed directly to any of the Badger Book workstation lines, instead of having to wait in a ward-specific line. Once at the front of the line, voters will still need to state their name and address and present an acceptable Photo ID. Election Officials will utilize a keyboard to search for the voter using the Badger Books. After the voter information has been located, the voter will sign a touch screen and be assigned a voter number. A ticket will print that can then be exchanged for a ballot.

The Badger Book software was created and is supported by the Wisconsin Elections Commission Information Technology staff. Voters can be assured that the Badger Books are not connected to the internet and many layers of protection have been implemented to keep voter data safe and secure.

Badger Books will additionally accomplish other tasks such as providing redirection information if someone is at the wrong polling place, recording assistor information, recording typos in a name or address, processing absentees, and registering new voters or voters whose names and/or addresses have changed.

Voters across the state will see Badger Books being implemented at various polling locations. We are excited to be able to offer this to our voters in the City to improve their voting experience. Our Election Officials will receive special training and will be ready to assist voters with the new system. Paper poll books will be available as back up should anything adversely affect our ability to utilize the Badger Books on Election Day.

Questions about Badger Books can be directed to the Waukesha City Clerk's office at (262) 524-3550 or [clerktreas@waukesha-wi.gov](mailto:clerktreas@waukesha-wi.gov)





Photos courtesy of Village of McFarland, Wis.



###





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

|   |   |
|---|---|
| Committee/Board:                            | Finance Committee                             |
| Topic:                                      | <b>"Badger Books" – Electronic Poll Books</b> |
| From:                                       | Diana Dykstra                                 |
| Department:                                 | Clerk-Treasurer                               |
| Presenter:                                  |   |
| Date of Committee Action (if required):     | 10/2/19                                       |
| Date of Village Board Action (if required): | 10/16/19                                      |

### Information

**Subject:** Purchase of Badger Books

### Background Information/Rationale:

In 2017 the Wisconsin Elections Commission developed an electronic poll book system to be used in polling places on Election Day. The "Badger Book" is an electronic poll book software that is specific to Wisconsin elections. **The Badger Book is the only electronic poll book software created with direct WisVote integration.** Badger Books **do not** use an internet connection.

The Badger Book is primarily used to check in voters, process absentee ballots, and register a voter on Election Day. The Badger Book maintains the voter number and count independent of poll worker input.

- This system does not replace paper ballots or electronic voting. This system allows fast and accurate check in and registration of voters.
- There are no long lines waiting for poll workers to find the voter name in one of (4) poll books we may use in the Village of Mukwonago.
- There are no concerns with voter numbers matching or wrong ballots being issued to our voters in either Walworth or Waukesha Counties.
- There also are not struggles to schedule or train more poll workers.

This advancement will allow voters to enter the polling place, avoid lines, and walk up to a device which will be ready to scan their drivers' license, or enter their name into a searchable database. They will sign the screen with their finger, and a receipt will print which indicates the ballot they should be given. They will then move to the ballot table, turn in their receipt for the ballot, and proceed to the booth to mark their ballot. There is no change in how they currently insert their fully voted ballot into the machine.

After Election Day, a data file generated from the Badger Book is used to upload election participation and Election Day Registration information into WisVote by the Municipal Clerk.





The Badger Book is currently supported on the HP ElitePOS -Point of Sale retail terminal.

**One Badger Book station includes:**

- A main terminal computer with a touch screen for electronic signature capture
- A wireless mouse and a wireless keyboard
- A 2D barcode scanner
- A thermal printer that can either be integrated into the terminal base column or as a stand-alone printer.
- Additionally, a wireless router and an encrypted password protected USB memory stick. The router facilitates communication locally between the Badger Book machines.

**Key Issues for Consideration:**

1. This is not a replacement of the ballots or electronic voting.
2. No question regarding tracking of voter numbers
3. Reduced need for poll workers, scheduling, and training
4. Ease in providing the correct ballot style to voter (often a human error involved in multi-county municipalities.)
5. Area communities are moving to utilize this technology and voters will become familiar with product
6. Fast, Accurate, and Efficient processing of voters through the polling location
7. Election Commission has sent communication they will provide training, and ensure we have support for successful implementation.

**Fiscal Impact (If any):**

I anticipate purchasing 8 badger books. This purchase will allow for growth. The total cost of the package with integrated column printer is \$2,108 each. Anticipating possible tariffs, we could be looking up to \$18,000.

In 2019 Village Hall Improvements Capital Funding Budget, there are remaining unspent funds that I have confirmed can be reallocated to use for this one-time expense.

**Requested Action by Committee/Board:**

Approve the Purchase of Badger Books for use with the Village of Mukwonago Elections from Paragon Development Service (PDS) as authorized by the Wisconsin Election Commission, not to exceed \$18,000.

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### Attachments

Badger Book Memo from Wisconsin Elections Commission  
Device Data Sheet

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# Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984  
(608) 266-8005 | elections@wi.gov | elections.wi.gov

**DATE:** August 30, 2019

**TO:** Wisconsin Municipal Clerks  
Wisconsin County Clerks  
City of Milwaukee Election Commission  
Milwaukee County Election Commission

**FROM:** Michelle R. Hawley, Training Officer  
Michael Sabaka, Elections Security Trainer

**SUBJECT: Badger Book Purchasing and Borrowing Processes – 2020 Elections**

The Wisconsin Elections Commission (WEC) is making Badger Books available to purchase for the 2020 elections. Two configuration options are available for purchase, and both packages include HP's Elite POS G1 8GB retail unit as the main piece of hardware. The data sheet for this device is attached to this Clerk Communication.

It is important to be informed and to ensure Badger Books will be a good fit for your municipality. As a result, WEC staff compiled a list of items municipalities should know prior to considering the implementation of electronic poll books. While this is not an exhaustive list, it highlights major areas identified since the Spring 2018 roll out. Attached please find a copy of the "Badger Book Purchasing Considerations" document.

Due to the anticipated high voter turnout during the 2020 Elections, the WEC will lend additional Badger Books to purchasing municipalities, if needed.

## **Purchasing**

The window to place a Badger Book order will be from September 16 to October 18. Municipalities that purchase will do so directly from Paragon Development Service (PDS), the provider of the Badger Book hardware. For your information, listed below are the current costs associated with purchasing as provided by PDS. Direct quotes will be provided to each interested municipality by PDS. Per PDS, this quote may increase (between 3%-8%) as a result of potential tariffs.

### **Package 1 – Badger Book with Integrated Column Printer (approx. \$2,108 total)**

- \$1,880.00 per Badger Book Station
- \$228.00 per Polling Place (router, thermal receipt paper, and USB Device)

### **Package 2 – Badger Book with Stand-Alone Printer (approx. \$2,097 total)**

- \$1,904.00 per Badger Book Station
- \$193.00 per Polling Place (router, thermal receipt paper, and USB Device)

*Wisconsin Elections Commissioners*

Dean Knudson, chair | Marge Bostelmann | Julie M. Glancey | Ann S. Jacobs | Jodi Jensen | Mark L. Thomsen

Administrator  
Meagan Wolfe



Please use the following steps to place your order of Badger Books through PDS.

**Step 1:** Set up an account with PDS (May be done immediately)

- Complete and send the “Client Registration” form and tax-exempt information to Dana Berner at [TeamGovEdu@pdsit.net](mailto:TeamGovEdu@pdsit.net). The “Client Registration” form is attached to this Clerk Communication.

**Step 2:** Indicate your purchasing plans (May be done between September 16 and October 18, 2019).

- Email the number and type of machine(s) that will be purchased to Dana Berner at [TeamGovEdu@pdsit.net](mailto:TeamGovEdu@pdsit.net).

**Device Information**

Each Badger Book package contains a 2-D barcode scanner, thermal receipt printing functionality, Windows 10 Pro, a wireless keyboard and mouse, and PDS configuration services. A per polling place package includes a wireless router, a secure USB, thermal receipt paper, and configuration services.

Badger Books with an integrated column printer are about two inches taller and will require more frequent printer paper replacement, however they do not need to be manually connected to the Elite POS unit (Badger Book Tower) with a cord, unlike the Badger Book stand-alone unit.

The WEC will be exploring additional hardware options for Badger Book implementation AFTER the 2020 Elections. All current Badger Book models will continue to be supported into the future, regardless of whether or not the WEC decides on a new Badger Book model.

Should municipalities choose to purchase Badger Books for use in 2020 elections, WEC staff will be in contact regarding implementation, training, etc., to ensure they have the support necessary for a successful implementation.

**Borrowing**

Due to the anticipated turnout for the 2020 elections, the WEC will lend out its supply of Badger Books to municipalities who may need extra devices. It is important to note that there are a limited number of Badger Books to lend per election.

If you have additional questions about the Badger Book Borrowing or Purchasing Programs, please contact the WEC Help Desk at (608) 261-2028 or [elections@wi.gov](mailto:elections@wi.gov). If you have technical hardware questions, please contact Dana Berner at (262) 569-5366 or [TeamGovEdu@pdsit.net](mailto:TeamGovEdu@pdsit.net).

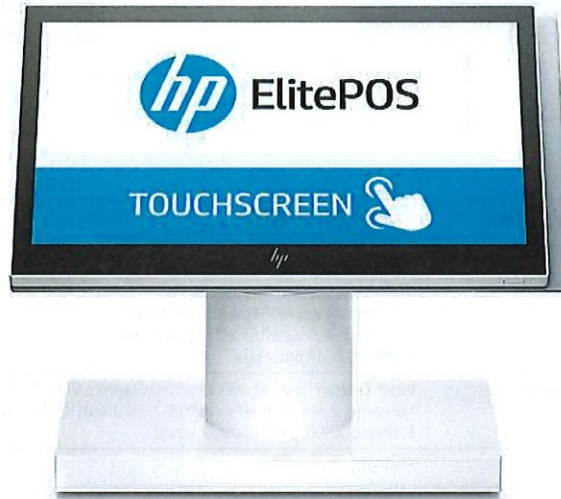


# HP Engage One All-in-One System



Transform your retail space with a versatile point of sale system that elevates the customer experience and supports your critical business operations. With security, durability, and flexibility built into its gorgeous design, the HP Engage One system marks a new era in retail.

HP recommends Windows 10 Pro.



## **Sleek. Modern. Adaptable.**

Build the ideal checkout, interactive signage or self-service solution for your retail or hospitality environment with the streamlined, versatile HP Engage One system and its accessory ecosystem<sup>1</sup>, all available in a choice of colors.

## **Secure data. Protect customers.**

Today's business calls for next-level security. The HP Engage One answers with a self-healing PC BIOS and firmware that shields the BIOS against attacks to help keep your data, devices, and customers safe and secure.

## **Durable. Powerful. Built for the day ahead.**

Power through your peaks with 7th generation Intel® processors and a durable system that has a 5-year lifecycle and up to a 3-year standard limited warranty.<sup>2</sup> Get up to 5 years peace of mind with optional HP Care Pack.<sup>3</sup>

## **Additional Features**

- Enjoy Windows management and security features that support seamless integration with your existing Windows apps and infrastructure.
- Set a new bar for sophistication with components and accessories that complement the HP Engage One aesthetic, including stands, magnetic stripe reader, barcode scanner, customer-facing displays, and an in-column or standalone receipt printer.
- Engage customers and enable associates with a modern, polished 14" diagonal touchscreen display that's intuitive and responsive for fast interaction and has an anti-glare coating to minimize light interference.
- Entrust a device that's not only beautiful but retail-hardened. It's designed to pass MIL-STD 801G with a sturdy, anodized aluminum chassis that resists spills by channeling liquids away from the screen.
- Get extra protection with automatic updates and security checks from HP BIOSphere Gen3. Control application and system access with Device Guard, Credential Guard, and an optional fingerprint reader.
- The HP Engage One is ready for duty with 7th generation Intel® processors, efficient M.2 storage, fast DDR4 memory, and optional wireless LAN with Bluetooth®. An integrated SD card reader supports easy backup, deployment, and servicing.
- HP Device as a Service delivers the HP Engage One as a complete solution of hardware, insightful analytics, and services for every phase of the device lifecycle—with one, easy, predictable price per device.



## HP Engage One All-in-One System Specifications Table



|   |  |
|---|--|
| <b>Available Operating System</b>           | Windows 10 Pro 64-bit <sup>1</sup><br>Windows 10 IoT Enterprise 2016 LTSB 64-bit <sup>1</sup><br>FreeDOS<br>SUSE Linux Enterprise Desktop 12 (certification only)  |
| <b>Processor Family<sup>3</sup></b>         | 7th Generation Intel® Core™ i5 processor<br>7th Generation Intel® Core™ i3 processor<br>Intel® Celeron® processor  |
| <b>Available Processors<sup>2,3,7</sup></b> | Intel® Celeron® 3965U with Intel® HD Graphics 610 (2.2 GHz, 2 MB cache, 2 cores); Intel® Core™ i3-7100U with Intel® HD Graphics 620 (2.4 GHz, 3 MB cache, 2 cores); Intel® Core™ i5-7300U with Intel® HD Graphics 620 (2.6 GHz base frequency, up to 3.5 GHz with Intel® Turbo Boost Technology 2.0, 3 MB cache, 2 cores)                      |
| <b>Chipset</b>                              | Multi-chip package   |
| <b>Maximum Memory</b>                       | 32 GB DDR4-2400 SDRAM <sup>4</sup><br>(Transfer rates up to 2400 MT/s.)  |
| <b>Memory Slots</b>                         | 2 SODIMM   |
| <b>Internal Storage</b>                     | 128 GB up to 512 GB SATA SSD (M.2) <sup>5</sup><br>128 GB up to 1 TB PCIe® NVMe™ SSD <sup>5</sup>  |
| <b>Display</b>                              | 14" diagonal FHD anti-glare touch screen (1920 x 1080) 35.56 cm (14") diagonal FHD anti-glare touch screen (1920 x 1080)   |
| <b>Available Graphics</b>                   | Integrated: Intel® HD Graphics 610; Intel® HD Graphics 620   |
| <b>Audio</b>                                | Integrated HD audio with Realtek ALC3228 codec with standards internal speakers and stereo headphone jack  |
| <b>Communications</b>                       | LAN: Broadcom BCM943228Z 802.11n wireless M.2 with Bluetooth®; Realtek RTL8153 <sup>14</sup><br>WLAN: Intel® 3165 802.11ac wireless M.2 with Bluetooth®; Intel® 8265ac (2x2) Wi-Fi® and Bluetooth® 4.2 Combo, non-vPro™; Intel® 8265ac (2x2) Wi-Fi® and Bluetooth® 4.2 Combo, vPro™; Realtek 802.11b/g/n (1x1) Wi-Fi® and Bluetooth® 4.0 Combo |
| <b>Expansion Slots</b>                      | 1 M.2 2230; SD card reader <sup>6</sup>  |
| <b>Ports and Connectors</b>                 | Back: 1 cash drawer connector; 1 power connector; 1 RJ-45; 1 USB Type-C™ (charging); 2 serial; 4 USB 3.0; 1 Powered 24 Volt USB; 2 Powered 12 Volt USB <sup>13</sup><br>Side: 1 headset connector <sup>14</sup>  |
| <b>Internal Drive Bays</b>                  | One M.2  |
| <b>Available Software</b>                   | HP business PCs are shipped with a variety of software titles including: HP BIOSphere with Sure Start Generation 3.0, HP Support Assistant, HP Device Guard, HP Credential Guard. Please refer to this product's quick spec document for a full list of preinstalled software. <sup>9</sup>  |
| <b>Security Management</b>                  | Power-on password (via BIOS); Setup password (via BIOS); VESA mounting; HP ElitePOS Keyed Cable Lock; HP FingerPrint Sensor (optional); HP BIOSphere with SureStart Gen 3; Device guard; Credential guard and password protection; Trusted Platform Module TPM 2.0 Embedded Security Chip; USB enable/disable (via BIOS) <sup>9,12</sup>       |
| <b>Power</b>                                | 120 W, 88% efficiency, active PFC (basic base); 180 W, 89% efficiency, active PFC (advanced base); 65 W, 89% efficiency at 20 V, active PFC (display head unit)  |
| <b>Dimensions (W x D x H)</b>               | 13.23 x 8.51 x 0.69 in (head unit); 3.77 x 3.77 x 10.2 in (stand with column printer); 11.23 x 6.37 x 1.14 in (connectivity base)<br>33.62 x 21.64 x 1.76 cm (head unit); 9.6 x 9.6 x 26 cm (stand with column printer); 28.4 x 16.2 x 2.92 cm (connectivity base)   |
| <b>Weight</b>                               | 2.92 lb (rotate stand); 2.39 lb (fixed stand); 3.03 lb (head unit); 1.23 lb (connectivity base); 4.26 lb (printer)<br>1.33 kg (rotate stand); 1.09 kg (fixed stand); 1.38 kg (head unit); 0.56 kg (connectivity base); 1.94 kg (printer)   |
| <b>Environmental</b>                        | Low halogen <sup>11</sup>  |
| <b>Energy Efficiency Compliance</b>         | ENERGY STAR® certified and EPEAT® registered configurations available <sup>10</sup>  |



ProHealth Care, Inc., as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water *management practices* on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue 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 - 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:** Design Summary And Approved SWMP - contains a summary of key Engineering calculations and other data used to design the storm water management practices and approved revised campus SWMP.

**Exhibit E:** As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

**Exhibit F:** Engineering/Construction Verification (to be recorded as an addendum) - provides verification from a Professional Engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

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

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The Owner shall construct, maintain and if necessary reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.
3. The Owner shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records



shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in 2025 and every five years thereafter the Owner shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31<sup>st</sup> of the same year. Upon written notification by Village of Mukwonago or its designee the Owner 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 practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The Owner shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The Owner shall be liable for the failure to undertake any maintenance or repairs.

4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and 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(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame, as agreed to the Village of Mukwonago.
5. If the Owner does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 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 cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. After the Village records this document, the Village of Mukwonago shall have the sole authority to modify this agreement contingent upon the Village of Mukwonago providing a 30 day written notice to the current Owner. Any modifications shall conform to the minimum requirements of Chapter 34 (or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.



7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. The parties entered into a storm water maintenance agreement on June 9, 2004 which was recorded with the Waukesha County Register of Deeds on June 30, 2004 as Document number 3180096. At this time Waukesha Health Systems Inc. n/k/a ProHealth Care Inc., hereinafter referred to as "ProHealth" is expanding its hospital facility inclusive of the addition of significant new parking areas and thus more impervious surfaces. ProHealth has submitted an updated and revised storm water management plan, dated August 5, 2019, which will become an exhibit to this Agreement. In partial consideration for the approval of this expansion and the resulting issuance of Village of Mukwonago permits, the parties agree that effective upon the date of execution of this Agreement, this Storm Water Maintenance Agreement shall supersede the June 9, 2004 storm water maintenance agreement as to all matters related to storm water maintenance as provided for in this Agreement, from the date of execution of the Agreement and moving forward.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

Owner:

\_\_\_\_\_  
Authorized Representative of

\_\_\_\_\_  
(Printed Name of Authorized Representative)



State of Wisconsin:

County of Waukesha

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, the above named \_\_\_\_\_, as the authorized Representative of \_\_\_\_\_ for the purpose of signing this document, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
[Name]

Notary Public, Waukesha County, WI

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

Accepted by the Village of Mukwonago this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

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

\_\_\_\_\_  
Judith Taubert, Village Clerk

This document was drafted by:  
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## **EXHIBIT A**

### **Legal Description**

240 Maple Avenue, Village of Mukwonago, Waukesha County, Wisconsin.

Lot 1 and Outlot 1 of Certified Survey Map No. 11145 as recorded in Volume 109 on page 236 as Document No. 4064790 Waukesha County Register of Deeds, being a remapping of CSM No. 9606 and being a part of the Northwest  $\frac{1}{4}$  and Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  and Southwest  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 36, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.



## Location Map





## EXHIBIT C

### Maintenance Plan

#### The Wet Detention Pond

##### System Description:

The storm water management facility includes one wet retention pond. The wet pond is designed to reduce peak flows and reduce runoff total suspended solids (TSS) from the site. To function correctly, the wet pond must be maintained as specified in this Agreement.

##### Minimum Maintenance Requirements:

To ensure the proper function of the wet pond, the following list of maintenance activities are required to be performed by the owner or authorized qualified representative:

1. Monthly to quarterly, after major storms, or as needed
  - Remove sediment and trash from the pond inlets and outlets
  - Remove trash from trash rack
  - Inspect for animal burrows, sinkholes, wet areas, etc.
  - Repair undercut, eroded, bare soil areas, and gullies in the bank
2. Semi-annually to annually, or as needed
  - The inlet and outlet structure shall be inspected and repaired if needed.
  - Repair of structural components is required immediately if they impair the functionality of the pond.
  - Repair embankment and side sloped if needed.
3. Non-routine maintenance
  - Require sediment removal once the average depth of the permanent pool is 3.5 ft. or after 50% of pool capacity has reached.

#### Storm Water Conveyance System maintenance requirements:

1. The Titleholder(s) is responsible for ensuring system inlets, outlets roof drains and any external runoff control structures remain clear of debris and blockage. The inlets, including parking lot trench drains, and outlets shall be inspected semi-annually and/or after major storm events (more than 3.5 inches of rainfall in 24 hours). Any debris or blockage found should be immediately removed.
2. Visual inspections from system access points of the conveyance system shall be conducted semi-annually and/or after major storm events (more than 3.5 inches of rainfall in 24 hours) and, after extended periods of rainy weather (more than 3 days) and at least semi-annually. Major items to look for are excessive debris build-up at system inlets and outlets, and proper system discharge.



3. Storm curb inlets shall be inspected semi-annually and/or after major storm events (more than 3.5 inches of rain fall in 24 hours). Any debris that is found, causing potential blockage, shall be cleaned immediately. All storm curb inlet and storm manhole sumps shall be cleaned annually, at a minimum, or when sediment in the sump has accumulated to an elevation of one foot below the outlet pipe elevation.
4. Cleanout of sediment accumulation should be based on manufacture recommendations. Cleanout shall be performed when the sediment accumulation does not allow the system to function as designed.



# **EXHIBIT C- Continued** **Wet Pond** **Operation, Maintenance & Management Report**

**Project:** ProHealth Care, Inc                      **Location:** Village of Mukwonago, WI  
**Site Status:** \_\_\_\_\_                      **Inspector:** \_\_\_\_\_  
**Date:** \_\_\_\_\_                      **Time:** \_\_\_\_\_

| Item   | Satisfactory<br>(YES/NO) | Comments |
|--|--------------------------|----------|
| <i>Inspection - required monthly for first 12 months, annually thereafter, and after every major storm event</i> |                          |          |
| Permanent pool/forebay sediment buildup  |                          |          |
| Pool free of floating debris   |                          |          |
| Safety shelf condition   |                          |          |
| Vegetation and ground cover adequate   |                          |          |
| Signs of embankment erosion  |                          |          |
| Animal burrows   |                          |          |
| Emergency spillway stabilized  |                          |          |
| Surrounding areas stabilized   |                          |          |
| Basin free of trash and debris   |                          |          |
| Signs of sediment buildup  |                          |          |
| Inlet clean and working  |                          |          |
| Outlet pipe and outlet control structure<br>clean and working  |                          |          |
| Other (describe)   |                          |          |
| <i>Maintenance</i>   |                          |          |
| Inlet cleaning - once per year   |                          |          |
| Outlet pipe and outlet control structure –<br>once per year  |                          |          |
| Repair eroding areas and replant - as<br>needed  |                          |          |
| Replace plants or reseed – as needed   |                          |          |
| Trash and debris removal - as needed   |                          |          |
| Other (describe)   |                          |          |

**Additional Comments - Actions to be Taken:**



## **EXHIBIT D**

### **Design Summary**

ProHealth Care is planning to expand their facility at the address 240 Maple Avenue, in the Village of Mukwonago, Wisconsin. The proposed project will include a new building addition, reconstruction of existing parking lots and drives, and the construction of two new parking lot areas. The stormwater management facilities for the campus were originally constructed as part of the approved 2003 Stormwater Management Plan (SWMP), which accounted for future development similar to the proposed expansion plan presented in this report. However, approximately 1.15 acres of additional area will be routed through the existing stormwater detention basin which will require modifications to the existing basin to meet the Village's current Stormwater Ordinance.

Several stormwater related reports have been previously completed for the ProHealth Care campus. The following is a brief description of each previous submittal as well as a summary of recent Village correspondence.

#### **2003 SWMP Report**

Prior to the installation of the regional stormwater facility, a SWMP report for the ProHealth Care campus was prepared by Jahnke & Jahnke Associates, dated August 19, 2003. The report included plans for the current healthcare development as well as future expansions to the healthcare facility. The plan also included a stormwater detention basin designed to control and treat stormwater runoff for both current and future build out conditions of the site. The report indicated that the site was exempt from infiltration practices based on the clay content of the in situ soils; however, it appears that infiltration practices were still incorporated into the plan according to the recorded Stormwater Management Maintenance Agreement.

#### **2004 Stormwater Management Maintenance Agreement**

The Stormwater Management Maintenance Agreement prepared by Jahnke & Jahnke Associates and dated June 15, 2004, included details of the stormwater detention basin as well as level spreaders, prairie vegetation areas, and a sand seam infiltration area. Based on the agreement, the level spreaders and prairie vegetation areas located on the northeast corner of the site were planned to be removed upon future expansion of the healthcare facility. The agreement also stated that the on-site stormwater detention basin may be reduced to meet only the current water quality requirements of the Village following completion of a regional detention facility.

#### **2013 Stormwater Management Letter**

A Stormwater Management Letter prepared by GRAEF and dated December 4, 2013, included plans for an emergency department expansion, helipad, and parking lot and access drive additions. This development removed the previous level spreaders and prairie vegetation, in accordance with the anticipated future development plans identified in both the 2003 SWMP Report and the 2004 Stormwater Management Maintenance Agreement.



## 2019 Correspondence with the Village

Based on recent correspondence with Village stormwater staff, it is understood that the regional stormwater detention facility that was originally planned to manage stormwater quantity for the area including the ProHealth Care property was not built. As a result, ProHealth Care's existing stormwater detention basin must continue to manage stormwater runoff for both quantity and quality. In addition, the ProHealth Care's stormwater detention basin must be modeled to conform with the Village's current stormwater criteria, which includes changes to rainfall distributions and rainfall depths, as well as using current treatment modeling software (WinSLAMM).

The updated modeling provided in this report is also reflective 6.30 acres of offsite runoff. Approximately half of this area is directly connected to the existing basin. The remaining approximate 3 acres is undeveloped residential area. This area is not physically connected to the ProHealth Basin at this time. The future development and routing of runoff from this area will need to be addressed with future developments for proper documentation as it relates to the ProHealth Care Basin as only quality provisions are accounted for in the calculations as coordinated with the Village's Engineer, Ruekert and Mielke.

### Stormwater Quantity

#### **Pre-Development Conditions**

The following table presents the results of the hydrological analysis for Pre-Development Conditions.

| <b>Predevelopment Conditions</b> |              |              |                     |                      |              |              |              |
|----------------------------------|--------------|--------------|---------------------|----------------------|--------------|--------------|--------------|
| Subarea or Junction              | Description  | Area (ac)    | Runoff Curve Number | Peak Flow Rate (cfs) |              |              |              |
|                                  |              |              |                     | 1-year               | 2-year       | 10-year      | 100-year     |
| 10                               | Offsite      | 6.30         | 92                  | 10.17                | 11.88        | 18.23        | 31.66        |
| 20                               | Onsite Areas | 27.54        | 61                  | 1.98                 | 3.81         | 15.16        | 53.22        |
| <b>99</b>                        | <b>Total</b> | <b>33.84</b> | <b>67</b>           | <b>11.18</b>         | <b>14.49</b> | <b>32.02</b> | <b>83.37</b> |

#### **Post-Development Conditions**

The following table presents the results of the hydrological analysis for Post-Development Conditions.

| <b>Post-Development Conditions</b> |                |              |                     |                      |             |              |              |
|------------------------------------|----------------|--------------|---------------------|----------------------|-------------|--------------|--------------|
| Subarea or Junction                | Description    | Area (ac)    | Runoff Curve Number | Peak Flow Rate (cfs) |             |              |              |
|                                    |                |              |                     | 1-year               | 2-year      | 10-year      | 100-year     |
| 10                                 | Offsite        | 6.30         | 92                  | 10.17                | 11.88       | 18.23        | 31.66        |
| 20 & 30                            | Onsite Areas   | 26.39        | 80                  | 19.73                | 25.17       | 47.15        | 98.52        |
| 25                                 | Added Area     | 1.15         | 97                  | 2.12                 | 2.41        | 3.47         | 5.70         |
| 35                                 | Existing Basin | -            | -                   | 4.05                 | 6.45        | 18.52        | 33.85        |
| <b>99</b>                          | <b>Total</b>   | <b>33.84</b> | <b>83</b>           | <b>4.05</b>          | <b>6.45</b> | <b>18.52</b> | <b>33.85</b> |



Modifications to the existing stormwater detention basin will be required to meet the Village's current stormwater criteria. The existing basin is currently designed with a standpipe structure (primary outflow), a 30-inch diameter culvert (secondary outflow), and an emergency earthen weir (tertiary outflow). Proposed alterations to the basin include installing a 6-inch plate on the existing 30-inch diameter culvert, raising the emergency weir 1-foot (from elevation 809.50 to elevation 810.50), and raising the existing berm from elevation 811.00 to elevation 811.50.

| <b>Wet Pond Routing Analysis Summary</b> |                         |                    |              |              |               |                |
|--|-------------------------|--------------------|--------------|--------------|---------------|----------------|
|  | Water Surface Elevation | Overflow Elevation | 1-Year Storm | 2-Year Storm | 10-Year Storm | 100-Year Storm |
| <b>Existing Basin (Modified)</b>         | 805.20 ft               | 810.50 ft          |              |              |               |                |
| Peak Inflow                              | --                      | --                 | 31.58 cfs    | 38.98 cfs    | 68.24 cfs     | 135.28 cfs     |
| Peak Outflow                             | --                      | --                 | 4.05 cfs     | 6.45 cfs     | 18.52 cfs     | 33.85 cfs      |
| Maximum Water Surface Elevation          | --                      | --                 | 807.19 ft    | 807.46 ft    | 808.42 ft     | 810.46 ft      |
| Maximum Storage Volume                   | --                      | 6.12 ac-ft         | 1.70 ac-ft   | 1.97 ac-ft   | 3.04 ac-ft    | 6.05 ac-ft     |

### Peak Flow Summary

The table summarizes the pre and post-development analysis results.

| <b>Peak Flow Summary</b> |                             |                   |                        |                               |
|--------------------------|-----------------------------|-------------------|------------------------|-------------------------------|
| Storm Event              | Pre-Development             |                   |                        | Post-Development Release Rate |
|                          | Offsite (pass through flow) | Onsite            | Allowable Release Rate |                               |
| 1-year                   | 10.17 cfs                   | 1.98 cfs (1-yr)   | 12.15 cfs              | 4.05 cfs                      |
| 2-year                   | 11.88 cfs                   | 3.81 cfs (2-yr)   | 15.69 cfs              | 6.45 cfs                      |
| 10-year                  | 18.23 cfs                   | 3.81 cfs (2-yr)   | 22.04 cfs              | 18.52 cfs                     |
| 100-year                 | 31.66 cfs                   | 15.16 cfs (10-yr) | 46.82 cfs              | 33.85 cfs                     |



### **Stormwater quality**

The WinSLAMM results with the offsite residential area included show that approximately **80.7** percent of total suspended solids (TSS) will be removed from stormwater as a result of the proposed modifications to ProHealth's existing stormwater detention basin.

| Pollutant                 | Concentration<br>No Control | Concentration<br>Without<br>Control | Conc.<br>Units | Pollutant<br>Yield<br>No<br>Control | Pollutant<br>Yield<br>With<br>Control | Pol.<br>Yield<br>Units | Percent<br>Reduction<br>% |
|---------------------------|-----------------------------|-------------------------------------|----------------|-------------------------------------|---------------------------------------|------------------------|---------------------------|
| Particulate<br>Solids     | 115.8                       | 22.39                               | mg/L           | 10492                               | 2030                                  | lbs                    | 80.65                     |
| Particulate<br>Phosphorus | 0.28                        | 0.056                               | mg/L           | 26.62                               | 5.11                                  | lbs                    | 80.02                     |
| Filterable<br>Phosphorus  | 0.095                       | 0.092                               | mg/L           | 8.64                                | 8.36                                  | lbs                    | 3.18                      |
| Total<br>Phosphorus       | 0.37                        | 0.1487                              | mg/L           | 34.26                               | 13.48                                 | lbs                    | 60.64                     |

Approved storm water management plan for the 2019 modifications is dated August 5, 2019 and was sealed on August 6, 2019.



## **Bills Payable Cover Sheet**

| <b>Report:</b>                              | <b>Period</b>      |                             |
|---|--------------------|-----------------------------|
| Payments batch Accounts Payable             | 10-17-19 check run | \$ 667,869.25               |
| Payments batch Library AP                   |                    | \$ -                        |
| Payments batch Spectrum (ach withdrawal)    |                    | \$ -                        |
| Payments batch WE Energies (ach withdrawal) |                    | \$ -                        |
| Payments batch US Bank (ach withdrawal)     |                    | \$ -                        |
| Payments batch Manual & E-checks issued     |                    | \$ -                        |
| <b>Total for Approval:</b>                  |                    | <b><u>\$ 667,869.25</u></b> |

**The preceding list of bills payable was approved for payment**

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

**Approved by:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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| INVOICE<br>NUMBER                           | DESCRIPTION                       | DISTRIBUTIONS\AMOUNTS |           | APPROVAL<br>AMOUNT DEPARTMENT |
|---|-----------------------------------|-----------------------|-----------|-------------------------------|
| VENDOR NAME: AIRGAS NORTH CENTRAL           |                                   |                       |           |                               |
| 9965066895                                  | EMS SUPPLIES                      | 150-5231-531100       | 323.42    | 323.42 FIRE                   |
| TOTAL VENDOR AIRGAS NORTH CENTRAL           |                                   |                       |           | 323.42                        |
| VENDOR NAME: ALADTEC, INC.                  |                                   |                       |           |                               |
| 2019-2785                                   | ALADTEC SCHEDULING SOFTWARE       | 150-5221-521900       | 1,273.50  | 2,547.00 FIRE                 |
|   |                                   | 150-5231-521900       | 1,273.50  |                               |
| TOTAL VENDOR ALADTEC, INC.                  |                                   |                       |           | 2,547.00                      |
| VENDOR NAME: ASSOCIATED APPRAISAL           |                                   |                       |           |                               |
| 144641                                      | MONTHLY ASSESSOR CONTRACT         | 100-5153-521900       | 1,397.57  | 1,397.57 CLERK                |
| TOTAL VENDOR ASSOCIATED APPRAISAL           |                                   |                       |           | 1,397.57                      |
| VENDOR NAME: AUGUST WINTER & SONS INC       |                                   |                       |           |                               |
| PYMT13                                      | ANAEROBIC DIGESTER                | 620-0000-000105       | 59,968.52 | 59,968.52 FINANCE             |
| TOTAL VENDOR AUGUST WINTER & SONS INC       |                                   |                       |           | 59,968.52                     |
| VENDOR NAME: BOUND TREE MEDICAL             |                                   |                       |           |                               |
| 83372580                                    | EMS SUPPLIES                      | 150-5231-531100       | 47.40     | 47.40 FIRE                    |
| TOTAL VENDOR BOUND TREE MEDICAL             |                                   |                       |           | 47.40                         |
| VENDOR NAME: BRAUN THYSSEN KRUPP            |                                   |                       |           |                               |
| 151229                                      | ELEVATOR SERVICE CONTRACT         | 100-5160-521900       | 187.17    | 187.17 DPW                    |
| TOTAL VENDOR BRAUN THYSSEN KRUPP            |                                   |                       |           | 187.17                        |
| VENDOR NAME: BUELOW, VETTER, BUIKEMA, OLSON |                                   |                       |           |                               |
| SEPT19                                      | SEPTEMBER LABOR ATTORNEY INVOICES | 150-5221-521900       | 8,881.40  | 16,524.30 FINANCE             |
|   |                                   | 100-5211-521900       | 3,960.40  |                               |
|   |                                   | 610-6920-692300       | 977.00    |                               |
|   |                                   | 620-8400-852000       | 977.00    |                               |
|   |                                   | 100-5141-521900       | 138.50    |                               |
|   |                                   | 100-5300-521900       | 114.00    |                               |
|   |                                   | 150-5221-521900       | 79.50     |                               |
|   |                                   | 100-5211-521900       | 1,396.50  |                               |
| TOTAL VENDOR BUELOW, VETTER, BUIKEMA, OLSON |                                   |                       |           | 16,524.30                     |
| VENDOR NAME: C & M AUTO PARTS INC           |                                   |                       |           |                               |
| 303543                                      | ADHESIVE REAR MIRROR              | 100-5212-539500       | 8.38      | 8.38 POLICE                   |
| 304651                                      | CAR 1 REPAIRS                     | 150-5222-539500       | 8.44      | 8.44 FIRE                     |
| TOTAL VENDOR C & M AUTO PARTS INC           |                                   |                       |           | 16.82                         |
| VENDOR NAME: CENTRAL OFFICE SYSTEMS         |                                   |                       |           |                               |



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|---|--|-----------------------|----------|--------------------|------------|
| VENDOR NAME: CENTRAL OFFICE SYSTEMS       |  |                       |          |                    |            |
| 652853395                                 | LEASE PAYMENT                            | 100-5142-531200       | 23.10    | 165.00             | ALLOCATE   |
|   |  | 150-5221-531100       | 21.45    |                    |            |
|   |  | 220-5140-531200       | 1.65     |                    |            |
|   |  | 410-5363-531200       | 3.30     |                    |            |
|   |  | 440-5511-531200       | 8.25     |                    |            |
|   |  | 500-5344-531200       | 1.65     |                    |            |
|   |  | 610-6920-693000       | 54.45    |                    |            |
|   |  | 620-8400-856000       | 51.15    |                    |            |
| 65364571                                  | COPIER LEASE                             | 150-5221-531100       | 92.00    | 92.00              | FIRE       |
| TOTAL VENDOR CENTRAL OFFICE SYSTEMS       |  |                       |          | 257.00             |            |
| VENDOR NAME: CENTURYLINK                  |  |                       |          |                    |            |
| 9/21-10/20                                | SEPT 21 BILL DATE                        | 100-5142-522500       | 73.89    | 582.05             | MULTIPLE   |
|   |  | 100-5211-522500       | 54.78    |                    |            |
|   |  | 100-5323-522500       | 93.65    |                    |            |
|   |  | 100-5512-522500       | 114.42   |                    |            |
|   |  | 440-5511-522500       | 112.37   |                    |            |
|   |  | 610-6920-692100       | 35.02    |                    |            |
|   |  | 620-8400-851000       | 97.92    |                    |            |
| TOTAL VENDOR CENTURYLINK                  |  |                       |          | 582.05             |            |
| VENDOR NAME: CHENAULT CAMERON             |  |                       |          |                    |            |
| 105005650                                 | CHENAULT CLOTHING                        | 150-5222-534600       | 50.00    | 50.00              | FIRE       |
| TOTAL VENDOR CHENAULT CAMERON             |  |                       |          | 50.00              |            |
| VENDOR NAME: CINTAS                       |  |                       |          |                    |            |
| 4031173551                                | STAFF UNIFORMS                           | 100-5323-531100       | 90.41    | 90.41              | DPW        |
| 4031173455                                | UNIFORM SERVICE                          | 610-6920-693000       | 39.25    | 78.50              | UTILITIES  |
|   |  | 620-8010-827000       | 39.25    |                    |            |
| 4031719441                                | STAFF UNIFORMS                           | 100-5323-531100       | 95.41    | 95.41              | DPW        |
| 4031719522                                | UNIFORM SERVICE                          | 610-6920-693000       | 39.25    | 78.50              | UTILITIES  |
|   |  | 620-8010-827000       | 39.25    |                    |            |
| TOTAL VENDOR CINTAS                       |  |                       |          | 342.82             |            |
| VENDOR NAME: CIVIC WEBWARE                |  |                       |          |                    |            |
| 10042019                                  | ZONING HUB INITIAL BUILD                 | 100-5632-521900       | 1,100.00 | 1,100.00           | PLANNER    |
| TOTAL VENDOR CIVIC WEBWARE                |  |                       |          | 1,100.00           |            |
| VENDOR NAME: COLUMBIA SOUTHERN UNIVERSITY |  |                       |          |                    |            |
| BCJ2001                                   | OFFICER ZAJICHEK CONTINUING EDUCATION CL | 100-5212-516300       | 725.00   | 725.00             | POLICE     |
| TOTAL VENDOR COLUMBIA SOUTHERN UNIVERSITY |  |                       |          | 725.00             |            |
| VENDOR NAME: CORE & MAIN LP               |  |                       |          |                    |            |



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|--|---|--------------------------|----------|------------------------|
| VENDOR NAME: CORE & MAIN LP                      |   |                          |          |                        |
| L236239  | CURB BOX REPAIR PARTS, SEWER VALVE BOX L  | 610-6452-665200 86.00    | 158.00   | UTILITIES              |
|  |   | 620-8030-831000 72.00    |          |                        |
| TOTAL VENDOR CORE & MAIN LP                      |   |                          | 158.00   |                        |
| VENDOR NAME: DIGGERS HOTLINE                     |   |                          |          |                        |
| 190938301  | SEPTEMBER ACTIVITY                        | 100-5344-521900 53.73    | 161.19   | MULTIPLE               |
|  |   | 610-6920-692300 53.73    |          |                        |
|  |   | 620-8030-531000 53.73    |          |                        |
| TOTAL VENDOR DIGGERS HOTLINE                     |   |                          | 161.19   |                        |
| VENDOR NAME: ELECTRICAL & MECHANICAL ENG SERVICE |   |                          |          |                        |
| 25837  | SEPTAGE RECIEIVING HAULER STATION SUPPORT | 620-8400-852000 1,600.00 | 1,600.00 | UTILITIES              |
| TOTAL VENDOR ELECTRICAL & MECHANICAL ENG SERVICE |   |                          | 1,600.00 |                        |
| VENDOR NAME: ELOVECOFFEE, LLC                    |   |                          |          |                        |
| 08142019   | ECNOMIC DEVELOPMENT SUMMIT - FOOD AND BE  | 100-5670-521900 610.00   | 610.00   | ADMIN                  |
| TOTAL VENDOR ELOVECOFFEE, LLC                    |   |                          | 610.00   |                        |
| VENDOR NAME: EMERGENCY APPARATUS                 |   |                          |          |                        |
| 106598   | 3471 ANNUAL PUMP TEST                     | 150-5222-539500 449.68   | 449.68   | FIRE                   |
| TOTAL VENDOR EMERGENCY APPARATUS                 |   |                          | 449.68   |                        |
| VENDOR NAME: EMERGENCY MEDICAL PRODUCTS          |   |                          |          |                        |
| 2106195  | EMS SUPPLIES                              | 150-5231-531100 94.20    | 94.20    | FIRE                   |
| 2106546  | EMS SUPPLIES                              | 150-5231-531100 873.92   | 873.92   | FIRE                   |
| TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS          |   |                          | 968.12   |                        |
| VENDOR NAME: ENVIROTECH EQUIPMENT                |   |                          |          |                        |
| 19-0011732                                       | TOOLS FOR SEWER CLEANING                  | 620-8030-831000 334.09   | 334.09   | UTILITIES              |
| TOTAL VENDOR ENVIROTECH EQUIPMENT                |   |                          | 334.09   |                        |
| VENDOR NAME: EXCEL BUILDING SERVICES             |   |                          |          |                        |
| 3406   | OCTOBER CLEANING SERVICE                  | 100-5211-539400 975.00   | 975.00   | POLICE                 |
| TOTAL VENDOR EXCEL BUILDING SERVICES             |   |                          | 975.00   |                        |
| VENDOR NAME: GALLS INC                           |   |                          |          |                        |
| 13855177   | REPLACE OLD VEHICLE LOCKOUT TOOLS         | 100-5212-539500 90.05    | 90.05    | POLICE                 |
| 138569226  | NEW OFFICER ROGERS ISSUED A REVERSIBLE R  | 100-5212-534700 68.23    | 68.23    | POLICE                 |
| 13855176   | REPLACE 3 LITTLE EZ VEHICLE LOCK OUT TOO  | 100-5213-539500 52.96    | 52.96    | POLICE                 |
| TOTAL VENDOR GALLS INC                           |   |                          | 211.24   |                        |
| VENDOR NAME: HAHN ACE HARDEWARE                  |   |                          |          |                        |
| SEPT19   | SUPPLIES                                  | 150-5231-531100 20.98    | 82.16    | FIRE                   |
|  |   | 150-5221-531100 61.18    |          |                        |
| SEPT19   | MISC. PARK SUPPLIES                       | 100-5521-531100 81.61    | 81.61    | DPW                    |



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|---|--|-----------------------|-----------|------------------------|
| VENDOR NAME: HAHN ACE HARDEWARE             |  |                       |           |                        |
| SEPT19                                      | MISC WASTEWATER ITEMS, KEYS, TOOLS, REPA | 620-8010-827000       | 159.64    | 159.64 UTILITIES       |
| SEPT19                                      | GENERAL SUPPLIES                         | 440-5511-531100       | 184.47    | 184.47 LIBRARY         |
| TOTAL VENDOR HAHN ACE HARDEWARE             |  |                       | 507.88    |                        |
| VENDOR NAME: HALLMAN LINDSAY QUALITY PAINTS |  |                       |           |                        |
| L0226279                                    | STREET MARKING PAINT                     | 100-5348-531100       | 819.50    | 819.50 DPW             |
| TOTAL VENDOR HALLMAN LINDSAY QUALITY PAINTS |  |                       | 819.50    |                        |
| VENDOR NAME: HIPPENMEYER, REILLY, BLUM,     |  |                       |           |                        |
| 48496                                       | TERONOMY                                 | 100-0000-211425       | 175.00    | 175.00 FINANCE         |
| 48497                                       | 915 MAIN                                 | 100-0000-211425       | 1,767.50  | 1,767.50 FINANCE       |
| 48499                                       | MEADOWLAND TOWN HOMES                    | 100-0000-211425       | 52.50     | 52.50 FINANCE          |
| 48494                                       | MISC ATTORNEY                            | 100-5130-521900       | 4,257.19  | 4,257.19 FINANCE       |
| 48495                                       | POLICE DEPT                              | 100-5211-521900       | 70.00     | 70.00 FINANCE          |
| 48498                                       | IDC                                      | 100-0000-211400       | 122.50    | 122.50 FINANCE         |
| 48493                                       | PROSECUTION                              | 100-5130-521900       | 765.00    | 765.00 FINANCE         |
| TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,     |  |                       | 7,209.69  |                        |
| VENDOR NAME: HOOPSTER PERFORMANCE INC       |  |                       |           |                        |
| 4908  | WRAPPING OF NEW SQUAD #38                | 430-5700-571100       | 750.00    | 750.00 POLICE          |
| TOTAL VENDOR HOOPSTER PERFORMANCE INC       |  |                       | 750.00    |                        |
| VENDOR NAME: HORN OIL                       |  |                       |           |                        |
| SEPT19                                      | SEPTEMBER 2019 MONTHLY FUEL              | 100-5212-535100       | 1,875.28  | 6,300.11 ALLOCATE      |
|   |  | 100-5241-535100       | 67.57     |                        |
|   |  | 100-5324-535100       | 1,667.73  |                        |
|   |  | 150-5222-535100       | 583.13    |                        |
|   |  | 150-5231-535100       | 1,449.17  |                        |
|   |  | 610-6920-693300       | 197.70    |                        |
|   |  | 620-8010-828000       | 459.53    |                        |
| TOTAL VENDOR HORN OIL                       |  |                       | 6,300.11  |                        |
| VENDOR NAME: JOHNS DISPOSAL                 |  |                       |           |                        |
| 344141                                      | GARBAGE AND RECYCLING SEPTEMBER          | 410-5363-522000       | 16,071.30 | 41,989.46 DPW          |
|   |  | 410-5362-531000       | 22,959.00 |                        |
|   |  | 410-5363-521900       | 2,959.16  |                        |
| TOTAL VENDOR JOHNS DISPOSAL                 |  |                       | 41,989.46 |                        |
| VENDOR NAME: KH WATER SPECIALIST INC        |  |                       |           |                        |
| EI-14599                                    | VILLAGE HALL SOFTENER                    | 430-5700-571000       | 4,000.00  | 4,000.00 DPW           |
| TOTAL VENDOR KH WATER SPECIALIST INC        |  |                       | 4,000.00  |                        |
| VENDOR NAME: LANGE ENTERPRISES              |  |                       |           |                        |
| 70400                                       | CROSS TRAFFIC SIGNS FOR PEARL AVE.       | 100-5348-531100       | 60.78     | 60.78 DPW              |
| TOTAL VENDOR LANGE ENTERPRISES              |  |                       | 60.78     |                        |
| VENDOR NAME: LYNCH CHEVROLET                |  |                       |           |                        |



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|--|----------------------------------|-----------------------|-----------|--------------------|------------|
| VENDOR NAME: LYNCH CHEVROLET                 |                                  |                       |           |                    |            |
| 4059061                                      | TRUCK REPAIR                     | 610-6920-693300       | 906.75    | 906.75             | UTILITIES  |
| TOTAL VENDOR LYNCH CHEVROLET                 |                                  |                       |           | 906.75             |            |
| VENDOR NAME: MACQUEEN EQUIPMENT              |                                  |                       |           |                    |            |
| P12541                                       | SWEEPER PARTS                    | 100-5345-539500       | 61.89     | 61.89              | DPW        |
| TOTAL VENDOR MACQUEEN EQUIPMENT              |                                  |                       |           | 61.89              |            |
| VENDOR NAME: MTAW                            |                                  |                       |           |                    |            |
| 883  | DOHERTY - ANNUAL MEMBERSHIP DUES | 100-5141-532400       | 30.00     | 30.00              | FINANCE    |
| TOTAL VENDOR MTAW                            |                                  |                       |           | 30.00              |            |
| VENDOR NAME: MUKWONAGO AUTO PARTS            |                                  |                       |           |                    |            |
| SEPT19                                       | MISC SUPPLIES                    | 100-5521-531100       | 13.98     | 13.98              | DPW        |
| SEPT19                                       | ATKINSON GENERATOR REPAIRS       | 620-8020-827000       | 207.51    | 207.51             | UTILITIES  |
| TOTAL VENDOR MUKWONAGO AUTO PARTS            |                                  |                       |           | 221.49             |            |
| VENDOR NAME: MUKWONAGO ROTARY CLUB           |                                  |                       |           |                    |            |
| 10012019                                     | QUARTERLY DUES                   | 100-5211-532400       | 89.75     | 269.25             | FINANCE    |
|  |                                  | 100-5141-532400       | 89.75     |                    |            |
|  |                                  | 100-5300-532400       | 89.75     |                    |            |
| TOTAL VENDOR MUKWONAGO ROTARY CLUB           |                                  |                       |           | 269.25             |            |
| VENDOR NAME: MUNICIPAL PROPERTY INSURANCE CO |                                  |                       |           |                    |            |
| 09/19-09/20                                  | 9/30/19 THRU 9/30/20 POLICY      | 100-5154-551000       | 14,941.68 | 41,937.00          | FINANCE    |
|  |                                  | 100-5154-551600       | 50.00     |                    |            |
|  |                                  | 410-5363-522600       | 430.64    |                    |            |
|  |                                  | 440-5511-522600       | 8,035.05  |                    |            |
|  |                                  | 500-5344-522600       | 7.69      |                    |            |
|  |                                  | 610-6920-692400       | 7,354.84  |                    |            |
|  |                                  | 620-8400-853000       | 11,117.10 |                    |            |
| TOTAL VENDOR MUNICIPAL PROPERTY INSURANCE CO |                                  |                       |           | 41,937.00          |            |
| VENDOR NAME: NORTHERN LAKE SERVICE           |                                  |                       |           |                    |            |
| 365478                                       | WWTF LAB TESTING                 | 620-8010-826000       | 188.00    | 188.00             | UTILITIES  |
| 365479                                       | WWTF LAB TESTING                 | 620-8010-826000       | 168.00    | 168.00             | UTILITIES  |
| 365402                                       | WWTF LAB TESTING                 | 620-8010-826000       | 210.00    | 210.00             | UTILITIES  |
| 364978                                       | WWTF LAB TESTING                 | 620-8010-826000       | 188.00    | 188.00             | UTILITIES  |
| 367979                                       | WWTF LAB TESTING                 | 620-8010-826000       | 192.00    | 192.00             | UTILITIES  |
| TOTAL VENDOR NORTHERN LAKE SERVICE           |                                  |                       |           | 946.00             |            |
| VENDOR NAME: OLEARY PLUMBING & HEATING       |                                  |                       |           |                    |            |
| 43556  | COLLECTION SYSTEM MAINTENANCE    | 620-8030-831000       | 375.25    | 375.25             | UTILITIES  |
| TOTAL VENDOR OLEARY PLUMBING & HEATING       |                                  |                       |           | 375.25             |            |
| VENDOR NAME: PETTY CASH                      |                                  |                       |           |                    |            |



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PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO  
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| INVOICE<br>NUMBER                            | DESCRIPTION                     | DISTRIBUTIONS\AMOUNTS |          | APPROVAL<br>AMOUNT | DEPARTMENT |
|--|---------------------------------|-----------------------|----------|--------------------|------------|
| VENDOR NAME: PETTY CASH                      |                                 |                       |          |                    |            |
| 8/27-9/22                                    | 08/27 TO 09/22 PETTY CASH       | 100-5211-531500       | 6.85     | 67.76              | POLICE     |
|  |                                 | 100-5212-539500       | 60.91    |                    |            |
| TOTAL VENDOR PETTY CASH                      |                                 |                       |          | 67.76              |            |
| VENDOR NAME: PORT-A-JOHN, INC                |                                 |                       |          |                    |            |
| 1305231                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 86.00    | 86.00              | DPW        |
| 1305232                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 86.00    | 86.00              | DPW        |
| 1305233                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 258.00   | 258.00             | DPW        |
| 1305234                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 172.00   | 172.00             | DPW        |
| 1305235                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 86.00    | 86.00              | DPW        |
| 1305236                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 86.00    | 86.00              | DPW        |
| 1305237                                      | PORTABLE RESTROOMS              | 100-5521-531100       | 86.00    | 86.00              | DPW        |
| 434050                                       | PORTABLE RESTROOMS              | 100-5521-531100       | 86.00    | 86.00              | DPW        |
| TOTAL VENDOR PORT-A-JOHN, INC                |                                 |                       |          | 946.00             |            |
| VENDOR NAME: PRAXAIR DISTRIBUTION            |                                 |                       |          |                    |            |
| 91962927                                     | OXYGEN AND ACETYLENE TANK LEASE | 620-8010-827000       | 29.74    | 29.74              | UTILITIES  |
| TOTAL VENDOR PRAXAIR DISTRIBUTION            |                                 |                       |          | 29.74              |            |
| VENDOR NAME: PROHEALTH CARE MEDICAL          |                                 |                       |          |                    |            |
| 301056                                       | ENTRY PHYSICALS                 | 150-5221-521900       | 634.00   | 634.00             | FIRE       |
| TOTAL VENDOR PROHEALTH CARE MEDICAL          |                                 |                       |          | 634.00             |            |
| VENDOR NAME: PROVEN POWER INC                |                                 |                       |          |                    |            |
| 02-314151                                    | ZERO TURN PARTS                 | 100-5324-539500       | 42.50    | 42.50              | DPW        |
| TOTAL VENDOR PROVEN POWER INC                |                                 |                       |          | 42.50              |            |
| VENDOR NAME: PUBLIC SERVICE COMMISSION OF WI |                                 |                       |          |                    |            |
| RA20I03980                                   | PSC BILLING                     | 610-6920-692800       | 1,870.17 | 1,870.17           | UTILITIES  |
| TOTAL VENDOR PUBLIC SERVICE COMMISSION OF WI |                                 |                       |          | 1,870.17           |            |
| VENDOR NAME: QUILL CORPORATION               |                                 |                       |          |                    |            |
| 1460809                                      | STATION SUPPLIES                | 150-5221-531100       | 281.25   | 281.25             | FIRE       |
| 1420800                                      | LAPTOP CASE                     | 100-5632-531100       | 40.98    | 40.98              | PLANNER    |
| 1356780                                      | VILLAGE HALL SUPLIES            | 100-5160-531100       | 51.99    | 51.99              | DPW        |
| TOTAL VENDOR QUILL CORPORATION               |                                 |                       |          | 374.22             |            |
| VENDOR NAME: REINDERS, INC.                  |                                 |                       |          |                    |            |
| 1804541                                      | 5900 TORO PARTS                 | 100-5324-539500       | 140.91   | 140.91             | DPW        |
| TOTAL VENDOR REINDERS, INC.                  |                                 |                       |          | 140.91             |            |
| VENDOR NAME: RICOH USA, INC                  |                                 |                       |          |                    |            |



| INVOICE<br>NUMBER                   | DESCRIPTION                              | DISTRIBUTIONS\AMOUNTS |           | APPROVAL<br>AMOUNT DEPARTMENT |
|-------------------------------------|--|-----------------------|-----------|-------------------------------|
| VENDOR NAME: RICOH USA, INC         |  |                       |           |                               |
| 5057697361                          | RICOH COPY CHARGES 7/1/19 TO 9/30/19     | 100-5142-531200       | 51.28     | 366.29 ALLOCATE               |
|                                     |  | 150-5221-531100       | 47.62     |                               |
|                                     |  | 220-5140-531200       | 3.66      |                               |
|                                     |  | 410-5363-531200       | 7.33      |                               |
|                                     |  | 440-5511-531200       | 18.31     |                               |
|                                     |  | 500-5344-531200       | 3.66      |                               |
|                                     |  | 610-6920-693000       | 120.88    |                               |
|                                     |  | 620-8400-856000       | 113.55    |                               |
| TOTAL VENDOR RICOH USA, INC         |  |                       |           | 366.29                        |
| VENDOR NAME: RUEKERT & MIELKE, INC. |  |                       |           |                               |
| 129015                              | BOX SELF STORAGE / CONSTRUCTION REVIEW   | 100-0000-211425       | 2,242.43  | 2,242.43 FINANCE              |
| 129016                              | EDGEWOOD APARTMENTS / REVIEW             | 100-0000-211425       | 104.93    | 104.93 FINANCE                |
| 129024                              | CHAPMAN FARMS PORTION OF VILLAGE 6-ACRE  | 100-0000-211425       | 93.77     | 93.77 FINANCE                 |
| 129025                              | CHAPMAN FARMS PORTION OF VILLAGE 6-ACRE  | 100-0000-211425       | 75.77     | 75.77 FINANCE                 |
| 129029                              | STORAGE WERKS MINI STORAGE / EROSION CON | 100-0000-211425       | 422.43    | 422.43 FINANCE                |
| 129035                              | TRIPLE CROWN DEVELOPMENT REVIEW - COORDI | 100-0000-211425       | 165.64    | 165.64 FINANCE                |
| 129038                              | SUPER PRODUCTS DEVELOPMENT REVIEW / EROS | 100-0000-211425       | 242.57    | 242.57 FINANCE                |
| 129039                              | KAY'S DANCE CENTER / DEVELOPMENT REVIEW  | 100-0000-211425       | 80.70     | 80.70 FINANCE                 |
| 129040                              | VERIZON / DEVELOPMENT REVIEW             | 100-0000-211425       | 93.77     | 93.77 FINANCE                 |
| 129043                              | THE POINTE APARTMENTS / DEVELOPMENT REVI | 100-0000-211425       | 112.00    | 112.00 FINANCE                |
| 129044                              | TOUCHPAD ELECTRONICS / DEVELOPMENT REVIE | 100-0000-211425       | 1,322.52  | 1,322.52 FINANCE              |
| 129045                              | TOUCHPAD ELECTRONICS / EROSION CONTROL I | 100-0000-211425       | 321.64    | 321.64 FINANCE                |
| 129046                              | MALCOLM DRILLING / DEVELOPMENT REVIEW    | 100-0000-211425       | 756.00    | 756.00 FINANCE                |
| 129047                              | PHANTOM LAKES PRESERVE / DEVELOPMENT REV | 100-0000-211425       | 684.00    | 684.00 FINANCE                |
| 129052                              | FAIRWINDS PHASE 5 CONSTRUCTION SERVICES  | 100-0000-211425       | 429.77    | 429.77 FINANCE                |
| 129053                              | ORCHARDS OF MUKWONAGO SUBDIVISION / PHAS | 100-0000-211425       | 438.86    | 438.86 FINANCE                |
| 129055                              | CHAPMAN FARM / RESIDENTIAL SUBDIVISION D | 100-0000-211425       | 252.00    | 252.00 FINANCE                |
| 129057                              | PRO HEALTH EXPANSION / 2018 EXPANSION    | 100-0000-211425       | 608.93    | 608.93 FINANCE                |
| 129011                              | 12-00000.100 General Services            | 100-5335-521900       | 8,519.02  | 12,018.52 FINANCE             |
|                                     |  | 100-5341-539500       | 900.00    |                               |
|                                     |  | 100-5521-531100       | 1,162.75  |                               |
|                                     |  | 100-5660-521900       | 787.25    |                               |
|                                     |  | 500-5344-521900       | 649.50    |                               |
| 129012                              | 12-00000.300 Water Utility Services      | 610-6920-692300       | 1,719.00  | 1,719.00 FINANCE              |
| 129013                              | 12-00000.400 Sewer Utility Services      | 620-8400-852000       | 265.50    | 265.50 FINANCE                |
| 129014                              | 12-10028.301 Front Street & Meacham Stre | 480-5700-586100       | 648.00    | 648.00 FINANCE                |
| 129017                              | 12-10061.300 Boat Launch Improvements /  | 480-5700-586400       | 494.66    | 494.66 FINANCE                |
| 129018                              | 12-10063.210 2019 GIS Services - GIS Dat | 610-6920-692300       | 957.00    | 2,347.26 FINANCE              |
|                                     |  | 100-5241-521900       | 604.63    |                               |
|                                     |  | 100-5632-521900       | 785.63    |                               |
| 129019                              | 12-10063.225 2019 GIS Services - Incorpo | 100-5611-521900       | 1,080.00  | 1,080.00 FINANCE              |
| 129021                              | 12-10068.310 TID #5 Phase 2 Construction | 250-5335-521900       | 848.18    | 848.18 FINANCE                |
| 129022                              | 12-10069.100 Chapman Farms Portion of Vi | 100-0000-211400       | 93.77     | 93.77 FINANCE                 |
| 129023                              | 12-10069.101 Chapman Farms Portion of Vi | 100-0000-211400       | 93.77     | 93.77 FINANCE                 |
| 129026                              | 12-10075.300 WWTF Septage Receiving, Dig | 620-0000-000110       | 5,065.69  | 5,065.69 FINANCE              |
| 129027                              | 12-10081.300 Well 5 Iron Filter / Constr | 610-0000-000109       | 6,138.09  | 6,138.09 FINANCE              |
| 129030                              | 12-10095.300 I-43 Tower Painting / Const | 610-6920-692300       | 342.00    | 342.00 FINANCE                |
| 129031                              | 12-10095.400 I-43 Tower Painting / Anten | 610-6920-692300       | 9,900.00  | 9,900.00 FINANCE              |
| 129032                              | 12-10096.200 Deback Drive Infrastructure | 200-5335-521900       | 11,569.50 | 11,569.50 FINANCE             |



| INVOICE<br>NUMBER                      | DESCRIPTION                              | DISTRIBUTIONS\AMOUNTS | AMOUNT     | APPROVAL<br>DEPARTMENT |
|--|--|-----------------------|------------|------------------------|
| VENDOR NAME: RUEKERT & MIELKE, INC.    |  |                       |            |                        |
| 129033                                 | 12-10096.202 Deback Drive Infrastructure | 200-5335-521900       | 17,043.50  | FINANCE                |
| 129034                                 | 12-10098.110 Mukwonago WWTF Phosphorus A | 620-8400-852000       | 4,231.80   | FINANCE                |
| 129036                                 | 12-10104.300 Mukwonago Animal Hospital R | 100-0000-211400       | 282.70     | FINANCE                |
| 129037                                 | 12-10105.200 WWTF Clarifier Dome / Chemi | 620-8400-852000       | 11,610.00  | FINANCE                |
| 129041                                 | 12-10112.200 Pavement Rehabilitation Pro | 480-5700-539900       | 1,067.75   | FINANCE                |
| 129042                                 | 12-10115.200 2019 Well & Well Pump Impro | 610-6920-692300       | 1,068.38   | FINANCE                |
| 129048                                 | 12-10122.200 Village Hall Generator Addi | 480-5700-539900       | 9,439.75   | FINANCE                |
| 129049                                 | 12-10123.200 2019 Street Rehabilitation  | 480-5700-584000       | 1,500.00   | FINANCE                |
| 129050                                 | 12-10024.200 700 Swan Drive Mini Storage | 100-0000-211400       | 699.50     | FINANCE                |
| 129051                                 | 12-92041.485 2019 SCADA Service Work     | 610-6920-692300       | 435.00     | FINANCE                |
| 129056                                 | 12-92136.203 Chapman Farms / Special Ass | 200-5335-521900       | 3,506.00   | FINANCE                |
| 129054                                 | 12-92136.300 Chapman Farms Boulevard Con | 200-5335-521900       | 727.32     | FINANCE                |
|  |  | 610-6920-692300       | 110.48     |                        |
|  |  | 620-8400-852000       | 82.86      |                        |
| TOTAL VENDOR RUEKERT & MIELKE, INC.    |  |                       | 112,876.71 |                        |
| VENDOR NAME: SABEL MECHANICAL LLC      |  |                       |            |                        |
| 3451                                   | ATKINSON LIFT STATION REPAIR             | 620-8020-832000       | 1,777.04   | UTILITIES              |
| TOTAL VENDOR SABEL MECHANICAL LLC      |  |                       | 1,777.04   |                        |
| VENDOR NAME: SMITH, MELISSA            |  |                       |            |                        |
| REFUND102019                           | UB REFUND ACCT 4439 - 1112 EASTERN TRAIL | 610-0000-142000       | 257.71     | ALLOCATE               |
| TOTAL VENDOR SMITH, MELISSA            |  |                       | 257.71     |                        |
| VENDOR NAME: STAAB CONSTRUCTION CORP   |  |                       |            |                        |
| PYMT3                                  | WELL #5                                  | 610-0000-000109       | 139,688.95 | FINANCE                |
| TOTAL VENDOR STAAB CONSTRUCTION CORP   |  |                       | 139,688.95 |                        |
| VENDOR NAME: SUBURBAN LABORATORIES     |  |                       |            |                        |
| 169619                                 | WATER BACTERIA TESTING                   | 610-6300-663200       | 96.00      | UTILITIES              |
| TOTAL VENDOR SUBURBAN LABORATORIES     |  |                       | 96.00      |                        |
| VENDOR NAME: TACTICAL SOLUTIONS        |  |                       |            |                        |
| 7568                                   | RECERTIFICATION OF RADAR UNITS AND LASER | 100-5212-539500       | 271.00     | POLICE                 |
| TOTAL VENDOR TACTICAL SOLUTIONS        |  |                       | 271.00     |                        |
| VENDOR NAME: TERRACON CONSULTANTS      |  |                       |            |                        |
| TC66717                                | 915 MAIN ENVIRONMENTAL REMEDIATION - TID | 240-5335-521900       | 3,225.81   | ADMIN                  |
| TOTAL VENDOR TERRACON CONSULTANTS      |  |                       | 3,225.81   |                        |
| VENDOR NAME: TREASURER STATE OF WI     |  |                       |            |                        |
| SEPT19                                 | STATE OF WI JAIL FINES                   | 100-0000-242400       | 3,824.56   | CLERK                  |
| TOTAL VENDOR TREASURER STATE OF WI     |  |                       | 3,824.56   |                        |
| VENDOR NAME: TREASURER WAUKESHA COUNTY |  |                       |            |                        |
| SEPT19                                 | WAUKESHA CO COURT FEES                   | 100-0000-243240       | 1,339.00   | CLERK                  |
| TOTAL VENDOR TREASURER WAUKESHA COUNTY |  |                       | 1,339.00   |                        |
| VENDOR NAME: TRILOGY CONSULTING        |  |                       |            |                        |



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| INVOICE<br>NUMBER                          | DESCRIPTION                              | DISTRIBUTIONS\AMOUNTS  | APPROVAL<br>AMOUNT DEPARTMENT |
|--|--|--|-------------------------------|
| VENDOR NAME: TRILOGY CONSULTING            |  |  |                               |
| 915  | CIP REVIEW                               | 610-6920-692300 206.25<br>620-8400-852000 206.25   | 412.50 UTILITIES              |
| TOTAL VENDOR TRILOGY CONSULTING            |  |  | 412.50                        |
| VENDOR NAME: UNITED LIQUID WASTE           |  |  |                               |
| 25952                                      | CAKE SLUDGE HAULING                      | 620-8010-825500 2,850.00   | 2,850.00 UTILITIES            |
| TOTAL VENDOR UNITED LIQUID WASTE           |  |  | 2,850.00                      |
| VENDOR NAME: UNITED STATES FIRE PROTECTION |  |  |                               |
| F018529-1                                  | FIRE DEPARTMENT FIRE PANEL INSPECTION    | 100-5220-539400 310.00   | 310.00 DPW                    |
| F018529-2                                  | ANNUAL TEST OF BUILDING FIRE SYSTEM 4 WE | 100-5211-539400 310.00   | 310.00 POLICE                 |
| F018529-3                                  | INSPECTION                               | 440-5511-539500 455.00   | 455.00 LIBRARY                |
| F018529-4                                  | FIRE PANEL INSPECTION                    | 100-5160-539500 405.00   | 405.00 DPW                    |
| F018529-5                                  | FIRE PROTECTION INSPECTION               | 100-5323-539500 310.00   | 310.00 DPW                    |
| TOTAL VENDOR UNITED STATES FIRE PROTECTION |  |  | 1,790.00                      |
| VENDOR NAME: USA BLUEBOOK                  |  |  |                               |
| 021041                                     | HYDRANT FLUSHING CHEMICALS AND EQUIPMENT | 610-6454-665400 644.69   | 644.69 UTILITIES              |
| 024951                                     | LAB SUPPLIES                             | 620-8010-826000 1,182.99   | 1,182.99 UTILITIES            |
| 027723                                     | DECHLORINATION TABLETS FOR HYD FLUSHING  | 610-6454-665400 167.89   | 167.89 UTILITIES              |
| TOTAL VENDOR USA BLUEBOOK                  |  |  | 1,995.57                      |
| VENDOR NAME: VANGUARD COMPUTERS INC        |  |  |                               |
| 48877                                      | REPLACE LAST 5 DESKTOP COMPUTERS THAT HA | 100-5211-539500 2,934.90   | 2,934.90 POLICE               |
| TOTAL VENDOR VANGUARD COMPUTERS INC        |  |  | 2,934.90                      |
| VENDOR NAME: VELAZQUEZ JASON               |  |  |                               |
| 41527                                      | ADVANCED OPEN WATER AND RESCUE DIVER- VE | 150-5223-533500 289.03   | 289.03 FIRE                   |
| TOTAL VENDOR VELAZQUEZ JASON               |  |  | 289.03                        |
| VENDOR NAME: VILLAGE OF MUKWONAGO          |  |  |                               |
| 3RDQTR19                                   | 3RD QUARTER 2019 UTILITY BILLS           | 100-5521-522100 337.95<br>610-6300-663200 326.16<br>100-5521-522100 117.56<br>100-5160-522100 585.33<br>610-6300-663200 181.50<br>150-5221-522100 791.89<br>610-6300-663200 181.50<br>100-5521-522100 586.35<br>440-5511-522100 760.25<br>100-5512-522100 148.85<br>100-5521-522100 275.37<br>610-6300-663200 191.93<br>100-5323-522100 999.96<br>100-5211-522100 564.47<br>100-5521-522100 169.71<br>620-8010-827000 3,632.29 | 9,851.07 ALLOCATE             |



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| INVOICE<br>NUMBER                           | DESCRIPTION                          | DISTRIBUTIONS\AMOUNTS |           | APPROVAL<br>AMOUNT DEPARTMENT |           |
|---|--------------------------------------|-----------------------|-----------|-------------------------------|-----------|
| VENDOR NAME: VILLAGE OF MUKWONAGO           |                                      |                       |           |                               |           |
|   | TOTAL VENDOR VILLAGE OF MUKWONAGO    |                       |           | 9,851.07                      |           |
| VENDOR NAME: VILLAGE OF MUKWONAGO DUE TO/FR |                                      |                       |           |                               |           |
| AUG19                                       | TRANSFER OF MONTHLY BUDGETED AMOUNT  | 720-0000-250015       | 18,207.00 | 48,874.00                     | FINANCE   |
|   |                                      | 610-6920-640800       | 30,667.00 |                               |           |
| SEPT19                                      |                                      |                       |           |                               |           |
|   | TRANSFER OF MONTHLY BUDGETED AMOUNT  | 720-0000-250015       | 18,207.00 | 48,874.00                     | FINANCE   |
|   |                                      | 610-6920-640800       | 30,667.00 |                               |           |
| OCT19                                       |                                      |                       |           |                               |           |
|   | TRANSFER OF MONTHLY BUDGETED AMOUNT  | 720-0000-250015       | 18,207.00 | 48,874.00                     | FINANCE   |
|   |                                      | 610-6920-640800       | 30,667.00 |                               |           |
| TOTAL VENDOR VILLAGE OF MUKWONAGO DUE TO/FR |                                      |                       |           | 146,622.00                    |           |
| VENDOR NAME: W C T C                        |                                      |                       |           |                               |           |
| S0700681                                    | WCTC FIRE TRAINING                   | 150-5223-533500       | 160.00    | 160.00                        | FIRE      |
| S0700682                                    | OFFICER PINKOWSKI BASIC SWAT SCHOOL  | 100-5215-533500       | 141.00    | 141.00                        | POLICE    |
| TOTAL VENDOR W C T C                        |                                      |                       |           | 301.00                        |           |
| VENDOR NAME: WALWORTH COUNTY                |                                      |                       |           |                               |           |
| 2019DOG                                     | WAL CO DOG LIC SETTLEMENT            | 100-0000-243300       | 148.00    | 148.00                        | CLERK     |
| SEPT19                                      | WAL CO COURT FEES                    | 100-0000-243250       | 10.00     | 10.00                         | CLERK     |
| TOTAL VENDOR WALWORTH COUNTY                |                                      |                       |           | 158.00                        |           |
| VENDOR NAME: WALWORTH CTY SECURITY ALARMS   |                                      |                       |           |                               |           |
| 13202                                       | VILLAGE HALL ALARM BATTERY           | 100-5160-531100       | 113.00    | 113.00                        | DPW       |
| TOTAL VENDOR WALWORTH CTY SECURITY ALARMS   |                                      |                       |           | 113.00                        |           |
| VENDOR NAME: WI DEPT OF JUSTICE CIB         |                                      |                       |           |                               |           |
| SEPT9                                       | ENTRY BACKGROUNDS                    | 150-5221-521900       | 10.00     | 10.00                         | FIRE      |
| SEPT19                                      | SEPTEMBER ACTIVITY                   | 100-0000-242205       | 21.00     | 28.00                         | MULTIPLE  |
|   |                                      | 100-5211-521900       | 7.00      |                               |           |
| TOTAL VENDOR WI DEPT OF JUSTICE CIB         |                                      |                       |           | 38.00                         |           |
| VENDOR NAME: WI STATE LAB OF HYGIENE        |                                      |                       |           |                               |           |
| 607891                                      | WATER LAB TESTING                    | 610-6300-663200       | 26.00     | 26.00                         | UTILITIES |
| TOTAL VENDOR WI STATE LAB OF HYGIENE        |                                      |                       |           | 26.00                         |           |
| VENDOR NAME: WILLKOMM EXCAVATING & GRADING  |                                      |                       |           |                               |           |
| PYMT11                                      | TID #5 PUBLIC IMPROVEMENTS - PHASE 1 | 250-5700-576500       | 6,309.13  | 32,151.65                     | FINANCE   |
|   |                                      | 250-5700-576300       | 18,787.07 |                               |           |
|   |                                      | 250-5700-576100       | 7,055.45  |                               |           |
| TOTAL VENDOR WILLKOMM EXCAVATING & GRADING  |                                      |                       |           | 32,151.65                     |           |
| VENDOR NAME: WIN-911                        |                                      |                       |           |                               |           |



10/11/2019 08:54 AM  
User: ddoherty  
DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO  
EXP CHECK RUN DATES 10/17/2019 - 10/17/2019  
UNJOURNALIZED  
OPEN - CHECK TYPE: PAPER CHECK

Page: 11/11

| INVOICE<br>NUMBER                            | DESCRIPTION                              | DISTRIBUTIONS\AMOUNTS    | APPROVAL<br>AMOUNT DEPARTMENT |
|--|--|--------------------------|-------------------------------|
| VENDOR NAME: WIN-911                         |  |                          |                               |
| 151XT259                                     | WWTF LAB DATA TRACKING / REPORTING SOFTW | 620-8010-826000 495.00   | 495.00 UTILITIES              |
| TOTAL VENDOR WIN-911                         |  |                          | 495.00                        |
| VENDOR NAME: WISCONSIN IMAGING SOLUTIONS LLC |  |                          |                               |
| AR37887                                      | COPIER                                   | 610-6920-692100 41.48    | 41.48 UTILITIES               |
| AR38037                                      | MONTHLY COPY MACHINE USAGE               | 100-5211-521900 94.04    | 94.04 POLICE                  |
| TOTAL VENDOR WISCONSIN IMAGING SOLUTIONS LLC |  |                          | 135.52                        |
| VENDOR NAME: WOODLINE 2 LLC                  |  |                          |                               |
| 254982                                       | BASEMENT DOOR REPLACEMENT                | 430-5700-571000 3,950.00 | 3,950.00 DPW                  |
| TOTAL VENDOR WOODLINE 2 LLC                  |  |                          | 3,950.00                      |
| VENDOR NAME: ZAESKE DEBORAH                  |  |                          |                               |
| 5980900472                                   | REMAINDER OF HER UNIFORM ALLOWANCE FOR P | 100-5211-534600 6.20     | 6.20 POLICE                   |
| TOTAL VENDOR ZAESKE DEBORAH                  |  |                          | 6.20                          |
| GRAND TOTAL:                                 |  |                          | 667,869.25                    |





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

|   |                      |
|---|----------------------|
| Committee/Board:                            | Finance              |
| Topic:                                      | TID #5 Special Audit |
| From:                                       | Diana Doherty        |
| Department:                                 | Finance              |
| Presenter:                                  | Diana Doherty        |
| Date of Committee Action (if required):     |                      |
| Date of Village Board Action (if required): |                      |

### Information

**Background Information/Rationale:** Wisconsin State Statute (66.1105(6m)(b1)) requires a formal TID audit after 30% of project expenditures are made. The audit is to determine if all financial transactions were made in a legal and proper manner and to determine if the district is complying with its project plan. Baker Tilly conducted this audit for 2018 activity; the results are attached.

**Key Issues for Consideration:** This report is a legal requirement and expands the summary information provided in the Village's 2018 Financial Statements. For example, page 12 provides a breakdown of actual 2018 capital expenditures compared to the project plan estimates.

There is a note on page 13 indicating we failed to comply with a requirement to publish an annual report of the status of the district by July 1. I would like to mention that the state did not provide the annual electronic form to submit for TID #5 as it did for TID #3 and TID #4. According to the state, the filing was not required for the 2018 results in TID #5 since the first equalized value for it wasn't established until August 2019. The auditor was made aware of this communication from the state, however they disagreed with the rationale.

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

**Requested Action by Committee/Board:** None – information only

### Attachments

TID #5 2018 Financial Statements.pdf



**VILLAGE OF MUKWONAGO**  
**TAX INCREMENTAL DISTRICT NO. 5**  
Mukwonago, Wisconsin

**FINANCIAL STATEMENTS**

Including Independent Auditors' Report

As of December 31, 2018 and From the  
Date of Creation Through December 31, 2018



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

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As of December 31, 2018 and From the Date of Creation Through December 31, 2018

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## **INDEPENDENT AUDITORS' REPORT**



## INDEPENDENT AUDITORS' REPORT

To the Village Board  
Village of Mukwonago  
Mukwonago, Wisconsin

### **Report on the Financial Statements**

We have audited the accompanying Balance Sheet, Historical Summary of Project Costs, Project Revenues, and Net Cost to be Recovered Through Tax Increments and Historical Summary of Sources, Uses, and Status of funds of the Village of Mukwonago's Tax Incremental District No. 5 as of December 31, 2018 and from the date of creation through December 31, 2018, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Village of Mukwonago's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Village of Mukwonago's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



To the Village Board  
Village of Mukwonago

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Village of Mukwonago's Tax Incremental District No. 5 and the net project costs to be recovered through tax increments as of December 31, 2018 and the sources, uses, and status of funds from the date of creation through December 31, 2018, in accordance with accounting principles generally accepted in the United States of America.

### ***Emphasis of Matter***

As discussed in Note 1, the financial statements present only the transactions of Village of Mukwonago's Tax Incremental District No.5 and do not purport to, and do not, present fairly the financial position of the Village of Mukwonago, Wisconsin, as of December 31, 2018, and the changes in financial position, or, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

### ***Other Matters***

#### ***Required Supplementary Information***

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

#### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Village of Mukwonago's Tax Incremental District No. 5's financial statements. The supplementary information as listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated in all material respects, in relation to the financial statements as a whole.



To the Village Board  
Village of Mukwonago

**Report on Other Legal and Regulatory Requirements**

We have also issued our report dated September 30, 2019 on our tests of its compliance with Wisconsin State Statutes Section 66.1105. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance.

*Baker Tilly Virchow Krause, LLP*

Milwaukee, Wisconsin  
September 30, 2019



## **FINANCIAL STATEMENTS**



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

BALANCE SHEET  
As of December 31, 2018

---

**ASSETS**

|                          |                |
|--------------------------|----------------|
| Cash and investments     | \$ 3,345,044   |
| Accounts receivable      | 23,942         |
| Advance to Water Utility | <u>875,916</u> |

|                     |                            |
|---------------------|----------------------------|
| <b>TOTAL ASSETS</b> | <b><u>\$ 4,244,902</u></b> |
|---------------------|----------------------------|

**LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE**

|                  |            |
|------------------|------------|
| Liabilities      |            |
| Accounts payable | \$ 783,729 |

|                               |         |
|-------------------------------|---------|
| Deferred Inflows of Resources |         |
| Unearned revenue              | 875,916 |

|              |                  |
|--------------|------------------|
| Fund Balance |                  |
| Restricted   | <u>2,585,257</u> |

|  |                            |
|--|----------------------------|
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND<br/>BALANCE</b> | <b><u>\$ 4,244,902</u></b> |
|--|----------------------------|

See accompanying notes to financial statements.



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

HISTORICAL SUMMARY OF PROJECT COSTS, PROJECT REVENUES  
AND NET COST TO BE RECOVERED THROUGH TAX INCREMENTS  
From the Date of Creation Through December 31, 2018

---

**PROJECT COSTS**

|                             |                  |
|-----------------------------|------------------|
| Capital expenditures        | \$ 9,237,342     |
| Interest and fiscal charges | <u>476,145</u>   |
| Total Project Costs         | <u>9,713,487</u> |

**PROJECT REVENUES**

|                        |                |
|------------------------|----------------|
| Investment income      | 77,559         |
| Miscellaneous revenues | 23,943         |
| Premium on debt issued | <u>272,242</u> |
| Total Project Revenues | <u>373,744</u> |

|  |                            |
|--|----------------------------|
| <b>NET COST TO BE RECOVERED THROUGH TAX INCREMENTS - DECEMBER 31, 2018</b> | <b><u>\$ 9,339,743</u></b> |
|--|----------------------------|

**RECONCILIATION OF RECOVERABLE COSTS**

|                         |                    |
|-------------------------|--------------------|
| General obligation debt | \$ 11,925,000      |
| Less: Fund balance      | <u>(2,585,257)</u> |

|                                    |                            |
|------------------------------------|----------------------------|
| <b>BALANCE - DECEMBER 31, 2018</b> | <b><u>\$ 9,339,743</u></b> |
|------------------------------------|----------------------------|

See accompanying notes to financial statements.



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

HISTORICAL SUMMARY OF SOURCES, USES, AND STATUS OF FUNDS  
From the Date of Creation Through December 31, 2018

---

**SOURCES OF FUNDS**

|                        |                   |
|------------------------|-------------------|
| Investment income      | \$ 77,559         |
| Miscellaneous revenues | 23,943            |
| Long-term debt issued  | 11,925,000        |
| Premium on debt issued | <u>272,242</u>    |
| Total Sources of Funds | <u>12,298,744</u> |

**USES OF FUNDS**

|                             |                  |
|-----------------------------|------------------|
| Capital expenditures        | 9,237,342        |
| Interest and fiscal charges | 476,145          |
| Principal on long-term debt | <u>-</u>         |
| Total Uses of Funds         | <u>9,713,487</u> |

|   |                            |
|---|----------------------------|
| <b>FUND BALANCE – DECEMBER 31, 2018</b> | <b><u>\$ 2,585,257</u></b> |
|---|----------------------------|

See accompanying notes to financial statements.



# VILLAGE OF MUKWONAGO

## TAX INCREMENTAL DISTRICT NO. 5

### NOTES TO FINANCIAL STATEMENTS

As of December 31, 2018 and From the Date of Creation Through December 31, 2018

---

#### NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

---

The accounting policies of the Village of Mukwonago's Tax Incremental District No. 5 (the "district") conform to accounting principles as applicable to governmental units and as defined by Wisconsin Statutes Section 66.1105.

The Village of Mukwonago has implemented accounting principles generally accepted in the United States of America to the extent they apply in determining the scope of the activity of Tax Incremental District No. 5. The accompanying financial statements reflect all the significant operations of the Village of Mukwonago's Tax Incremental District No. 5. The accompanying financial statements do not include the full presentation of the Village of Mukwonago.

#### **A. DESCRIPTION OF FUND STRUCTURE**

This report contains the financial information of the Village of Mukwonago's Tax Incremental District No. 5. The summary statements were prepared from data recorded in the following fund:

#### **Tax Incremental Districts Capital Projects Fund**

A detailed description of the purpose of this fund can be found in the Village of Mukwonago's basic financial statements.

The data was consolidated for purposes of this report. Therefore, the amounts shown in the accompanying statements will not directly correlate with amounts shown in the basic financial statements.

The district was created under the provisions of Wisconsin Statute Section 66.1105. The purpose of that section is to allow a municipality to recover development and improvement costs in a designated area from the property taxes generated on the increased value of the property after the creation date of the district. The tax on the increased value is called a tax increment.

The statutes allow the district to collect tax increments until the net project cost has been fully recovered, or until 20 years after the creation date, whichever occurs first. Project costs uncollected at the dissolution date are absorbed by the Village of Mukwonago. Project costs may be incurred up to five years before the unextended termination date of the district.

#### **Original Project Plan**

|           | <u>Creation Date</u> | <u>Last Date to Incur<br/>Project Costs</u> | <u>Last Year to Collect<br/>Increment</u> |
|-----------|----------------------|---|---|
| TID No. 5 | January 1, 2018      | February 28, 2033                           | 2039                                      |



# **VILLAGE OF MUKWONAGO TAX INCREMENTAL DISTRICT NO. 5**

## **NOTES TO FINANCIAL STATEMENTS**

As of December 31, 2018 and From the Date of Creation Through December 31, 2018

---

### **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

---

#### ***B. BASIS OF ACCOUNTING***

The modified accrual basis of accounting was followed in the preparation of these statements. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Project costs, other than interest on long-term debt, are recorded when the related fund liability is incurred.

District increments are recorded as revenues in the year due. Intergovernmental aids and grants are recognized as revenues in the period the related expenditures are incurred, if applicable, or when the district is entitled to the aids.

Other general revenues are recognized when received in cash or when measurable and available under the criteria described above.

#### ***C. USE OF ESTIMATES***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### ***D. MEASUREMENT FOCUS***

The measurement focus of all governmental funds is the funds flow concept. Under the funds flow concept, sources and uses of financial resources, including capital outlays, debt proceeds and debt retirements are reflected in operations. Resources not available to finance expenditures and commitments of the current period are recognized as unavailable or unearned revenue or as nonspendable fund equity. Liabilities for claims, judgments, compensated absences and pension contributions which will not be currently liquidated using expendable available financial resources are shown in the long-term debt footnote disclosure. The related expenditures are recognized when the liabilities are liquidated.

#### ***E. LONG-TERM DEBT***

Short-term liabilities are recorded as fund liabilities. All other long-term liabilities are shown in the long-term debt footnote disclosure.

Proceeds of long-term debt issues not recorded as fund liabilities are reflected as "Sources of Funds" in the operating statement of the recipient fund. Retirement of these issues is reported as an expenditure in the year in which the debt matures or is repaid, whichever is earlier.



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

**NOTES TO FINANCIAL STATEMENTS**

As of December 31, 2018 and From the Date of Creation Through December 31, 2018

---

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)**

---

***F. PROJECT PLAN BUDGET***

The estimated revenues and expenditures of the district are adopted in the project plan (as amended). Those estimates are for the entire life of the district.

***G. CLAIMS AND JUDGMENTS***

Claims and judgments are recorded as liabilities if all the conditions of Governmental Accounting Standards Board pronouncements are met. The liability and expenditure for claims and judgments is only reported in governmental funds if it has matured. Claims and judgments are disclosed in the long-term debt footnote when the related liabilities are incurred.

---

**NOTE 2 - CASH AND INVESTMENTS**

---

The District invests its funds in accordance with the provisions of the Wisconsin Statutes 66.0603 (1m) and 67.11(2).

Investments are stated at fair value, which is the amount at which an investment could be exchanged in a current transaction between willing parties. Fair values are based on quoted market prices. No investments are reported at amortized cost. Adjustments necessary to record investments at fair value are recorded in the operating statement as increases or decreases in investment income.

The district, as a fund of the Village of Mukwonago, maintains common cash and investment accounts at the same financial institutions utilized by the Village of Mukwonago. Federal depository insurance and the State of Wisconsin Guarantee fund insurance apply to the Village of Mukwonago as an individual municipality and, accordingly, the amount of insured funds is not determinable for the District.



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

NOTES TO FINANCIAL STATEMENTS

As of December 31, 2018 and From the Date of Creation Through December 31, 2018

**NOTE 3 - LONG TERM DEBT**

All general obligation notes and bonds payable are backed by the full faith and credit of the Village of Mukwonago. Notes and bonds borrowed to finance the District's expenditures will be retired by tax increments accumulated by the debt service fund. If those revenues are not sufficient, payments will be made by future tax levies.

| <u>Title of Issue</u> | <u>Date of Issue</u> | <u>Due Date</u> | <u>Interest Rates</u> | <u>Original Indebtedness</u> | <u>Repaid</u> | <u>Balance 12/31/18</u> |
|-----------------------|----------------------|-----------------|-----------------------|------------------------------|---------------|-------------------------|
| Taxable Note          | 3/20/18              | 12/1/22         | 3.875%                | \$ 4,225,000                 | \$ -          | \$ 4,225,000            |
| Anticipation Note     |                      |                 |                       |                              |               |                         |
| Revenue Bond          |                      |                 |                       |                              |               |                         |
| Anticipation Note     | 6/1/18               | 6/1/21          | 3.375%                | <u>7,700,000</u>             | <u>-</u>      | <u>7,700,000</u>        |
|                       |                      |                 |                       | <u>\$ 11,925,000</u>         | <u>\$ -</u>   | <u>\$ 11,925,000</u>    |

Debt service requirements to maturity are as follows:

| <u>Years</u> | <u>Principal</u>     | <u>Interest</u>     |
|--------------|----------------------|---------------------|
| 2019         | \$ -                 | \$ 423,594          |
| 2020         | -                    | 423,594             |
| 2021         | 7,700,000            | 293,657             |
| 2022         | <u>4,225,000</u>     | <u>163,719</u>      |
| Totals       | <u>\$ 11,925,000</u> | <u>\$ 1,304,564</u> |



## **SUPPLEMENTARY INFORMATION**



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

DETAILED SCHEDULE OF SOURCES, USES AND STATUS OF FUNDS  
From the Date of Creation Through December 31, 2018

---

|                                      | <u>2018</u>       | <u>Totals</u>           |
|--------------------------------------|-------------------|-------------------------|
| <b>SOURCES OF FUNDS</b>              |                   |                         |
| Investment income                    | \$ 77,559         | \$ 77,559               |
| Miscellaneous revenues               | 23,943            | 23,943                  |
| Long-term debt issued                | 11,925,000        | 11,925,000              |
| Premium on debt issued               | <u>272,242</u>    | <u>272,242</u>          |
| Total Sources of Funds               | <u>12,298,744</u> | <u>12,298,744</u>       |
| <b>USES OF FUNDS</b>                 |                   |                         |
| Capital expenditures                 | 9,237,342         | 9,237,342               |
| Interest and fiscal charges          | 476,145           | 476,145                 |
| Principal on long-term debt          | <u>-</u>          | <u>-</u>                |
| Total Uses of Funds                  | <u>9,713,487</u>  | <u>9,713,487</u>        |
| <br>FUND BALANCE – DECEMBER 31, 2018 |                   | <br><u>\$ 2,585,257</u> |



**VILLAGE OF MUKWONAGO  
TAX INCREMENTAL DISTRICT NO. 5**

DETAILED SCHEDULE OF CAPITAL EXPENDITURES  
From the Date of Creation Through December 31, 2018

---

|  | <u>Actual</u>           | <u>Project<br/>Plan<br/>Estimate</u> |
|--|-------------------------|--------------------------------------|
| Capital Expenditures:                          |                         |                                      |
| Sanitary sewer and appurtenances               | \$ 1,149,985            | \$ 804,913                           |
| Water main and appurtenances                   | 1,616,668               | 1,011,088                            |
| Water booster station                          | 789,032                 | 600,000                              |
| Storm sewer and regional stormwater facilities | 1,103,550               | 737,500                              |
| Site preparation                               | -                       | 604,225 (1)                          |
| Roadway construction                           | 1,038,551               | 850,500                              |
| Private utility service                        | 132,479                 | 250,000                              |
| Sanitary sewer rock excavation contingency     | -                       | 100,000                              |
| Construction contingency                       | -                       | 495,823 (1)                          |
| Land acquisition                               | 3,296,196               | 3,580,000                            |
| Professional services                          | 52,081                  | 829,056 (2)                          |
| Contingency                                    | <u>58,800</u>           | <u>750,000</u>                       |
| <br>TOTAL CAPITAL EXPENDITURES                 | <br><u>\$ 9,237,342</u> | <br><u>\$ 10,613,105</u>             |

(1) Site preparation and construction contingencies listed in the project plan were allocated among the major project cost categories when contractor payments were made.

(2) Professional services in the project plan include engineering costs which were allocated among the major project cost categories.



## **INDEPENDENT AUDITORS' REPORT ON COMPLIANCE**



## INDEPENDENT AUDITORS' REPORT ON COMPLIANCE

To the Village Board  
Village of Mukwonago  
Mukwonago, Wisconsin

We have audited the accompanying Balance Sheet, Historical Summary of Project Costs, Project Revenues and Net Cost to be Recovered Through Tax Increments and the related Historical Summary of Sources, Uses and Status of Funds of the Village of Mukwonago, Wisconsin's Tax Incremental District No. 5 ("district") as of December 31, 2018 and from the date the district was created through December 31, 2018 and have issued our report thereon dated September 30, 2019. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

In connection with our audit, we noted that the district failed to comply with the following requirement of Wisconsin State Statutes Section 66.1105:

1. The Village of Mukwonago did not publish an annual report of the status of the district by July 1 of the following year (66.105(6m)(c)).

Our audit was not directed primarily toward obtaining knowledge as to whether the district failed to comply with Wisconsin State Statutes Section 66.1105, insofar as it relates to accounting matters. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding noncompliance with the above-referenced statute, insofar as it relates to accounting matters.

This report is intended solely for the information and use of the Village Board, management, and the overlapping taxing districts and is not intended to be, and should not be, used by anyone other than the specified parties.

*Baker Tilly Virchow Krause, LLP*

Milwaukee, Wisconsin  
September 30, 2019





# Village of Mukwonago

## AGENDA ITEM REQUEST FORM

|   |  |
|---|--|
| Committee/Board:                            | Finance                                  |
| Topic:                                      | Engagement Letter for 2019 & 2020 Audits |
| From:                                       | Diana Doherty                            |
| Department:                                 | Finance                                  |
| Presenter:                                  | Diana Doherty                            |
| Date of Committee Action (if required):     |  |
| Date of Village Board Action (if required): | October 16, 2019                         |

### Information

**Background Information/Rationale:** Biennially, the village engages its auditors, Baker Tilly, for a two-year service commitment. Baker Tilly has sent an engagement letter outlining the services they perform in conducting our annual financial audit and the fees they are proposing for the 2019 and 2020 audit years.

**Key Issues for Consideration:** The fees have increased slightly over the \$49,000 that was in place for the 2017 and 2018 audits. Prior to that, the fees for 2015 were \$47,500 and for 2016, the fees were \$49,000. The proposed fees for the 2019 and 2020 audit years are \$49,900 and \$50,350 respectively.

**Fiscal Impact (If any):** An increase in the 2020 budget of \$900 and in the 2021 budget, an additional \$450.

**Requested Action by Committee/Board:** Authorize the Village President to sign the 2019 and 2020 Engagement Letter with Baker Tilly.

### Attachments

Baker Tilly Engagement Letter - 2019-20 Audit Years





Baker Tilly Virchow Krause, LLP  
777 E Wisconsin Ave, 32nd Fl  
Milwaukee, WI 53202-5313

T: +1 (414) 777 5500  
F: +1 (414) 777 5555

[bakertilly.com](http://bakertilly.com)

September 26, 2019

Ms. Diana Doherty  
Village of Mukwonago  
440 River Crest Court  
P.O. Box 206  
Mukwonago, Wisconsin 53149

Dear Ms. Doherty:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Village of Mukwonago ("you" or "your").

### **Service and Related Report**

We will audit the basic financial statements of the Village of Mukwonago as of and for the years ended December 31, 2019 and 2020, and the related notes to the financial statements. Upon completion of our audit, we will provide the Village of Mukwonago with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the Village of Mukwonago, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements



Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the Village of Mukwonago's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Mukwonago's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis
- > Budget Comparison Schedules
- > Pension - related schedules

#### **Our Responsibilities and Limitations**

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

The audit will include obtaining an understanding of the Village of Mukwonago and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.



We will design our audit to obtain reasonable, but not absolute, assurance of detecting misstatements due to errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

### **Management's Responsibilities**

The Village of Mukwonago's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the Village of Mukwonago involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the Village of Mukwonago received in communications from employees, former employees, analysts, grantors, regulators, or others.



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Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the Village of Mukwonago complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the Village of Mukwonago; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

### **Nonattest Services**

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as nonaudit services.

Nonattest services that we will be providing are as follows:

- > Financial statement assistance
- > Adjusting journal entries, if applicable

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.



- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

#### **Other Documents**

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

The Village of Mukwonago may wish to include our report on these financial statements in an official statement or some other securities offering. You agree that the aforementioned audit report or reference to Baker Tilly will not be included in such offering without our prior written permission or consent. Upon notification, auditing standards will require our involvement with the official statement, and any procedures related to this involvement will be a separate agreement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the Village of Mukwonago hereby authorizes us to do so.

#### **Timing and Fees**

Completion of our work is subject to, among other things, (i) appropriate cooperation from the Village of Mukwonago's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the Village of Mukwonago is unable to provide such schedules, information, and assistance, Baker Tilly and you will mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.



| Year | Village   | Water Utility | Sewer Utility | Tax<br>Incremental<br>District | Totals    |
|------|-----------|---------------|---------------|--------------------------------|-----------|
| 2019 | \$ 27,500 | \$ 9,200      | \$ 9,200      | \$ 4,000                       | \$ 49,900 |
| 2020 | \$ 27,750 | \$ 9,300      | \$ 9,300      | \$ 4,000                       | \$ 50,350 |

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

In addition to our professional fees, out-of-pocket expenses for direct engagement support including travel and subsistence, production of reports, and other direct engagement expenses will be billed separately at our cost and stated separately on our invoices.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these service providers, but are committed to maintaining the confidentiality and security of your information.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the Village of Mukwonago, unless otherwise prohibited. In the event we are requested by the Village of Mukwonago or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the Village of Mukwonago, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the Village of Mukwonago, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of the date of this letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the Village of Mukwonago with any other services you may find necessary or desirable.



### **Resolution of Disagreements**

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services ("JAMS"), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

### **Limitation on Damages and Indemnification**

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.



Ms. Diana Doherty  
Village of Mukwonago

September 26, 2019  
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Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

#### **Other Matters**

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the Village of Mukwonago will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the Village of Mukwonago violates this non-solicitation clause, the Village of Mukwonago agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

Baker Tilly Virchow Krause, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the Village of Mukwonago and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.



Ms. Diana Doherty  
Village of Mukwonago

September 26, 2019  
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The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the Village of Mukwonago's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Wendi M. Unger, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Wendi M. Unger is available at 414 777 5423, or at [wendi.unger@bakertilly.com](mailto:wendi.unger@bakertilly.com).

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP



Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

\_\_\_\_\_  
Official's Name

\_\_\_\_\_  
Official's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





# Village of Mukwonago

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## AGENDA ITEM REQUEST FORM

|   |                         |
|---|-------------------------|
| Committee/Board:                            | Village Board           |
| Topic:                                      | Election Security Grant |
| From:                                       | Diana Dykstra           |
| Department:                                 | Village Clerk-Treasurer |
| Presenter:                                  | Diana Dykstra           |
| Date of Committee Action (if required):     | 10-16-2019              |
| Date of Village Board Action (if required): | 10-16-2019              |

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### Information

**Subject:**

Election Security Grant

**Background Information/Rationale:**

The Wisconsin Election Commission is offering a Grant to municipalities to offset costs of Election Security. Due to the upcoming Presidential Election it is important all workstations are inspected to ensure we remain safe. We work in a system shared by the entire State. Any breach of data by one entity can affect the entire state Election process. This grant can be used for hardware, software, professional IT support, travel and staff costs for Election Security.

**Key Issues for Consideration:**

Each entity is required to sign a Memorandum of Understanding (MOU) to ensure a commitment, and funds are spent on authorized items.

**Fiscal Impact (If any):**

None. This is a grant with no expectation of shared costs. Many of these qualifying triggers have already been prepared, and these funds will offset that cost.

**Requested Action by Committee/Board:**

Approval of the Memorandum of Understanding between the Wisconsin Elections Commission and the Village of Mukwonago for the Election Security Subgrant Program.

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### Attachments

- A. MOU
  - B. Announcement from Wisconsin Elections Commission
-





# Wisconsin Elections Commission

212 East Washington Avenue | Third Floor | P.O. Box 7984 | Madison, WI 53707-7984  
(608) 266-8005 | elections@wi.gov | elections.wi.gov

**DATE:** September 27, 2019

**TO:** Wisconsin Municipal Clerks  
City of Milwaukee Election Commission  
Wisconsin County Clerks  
Milwaukee County Election Commission

**FROM:** Meagan Wolfe  
Administrator

**SUBJECT:** Election Security Subgrant Program Announcement

1. **SUMMARY.** Election security requires that our individual computers, office networks, and the statewide voter registration system are all protected. Devices with outdated anti-virus software or unsupported operating systems put voter information and critical election administration tasks at risk. To help communities improve their computer hardware, software, and support, any Wisconsin County, City, Village, or Town may apply for a grant of up to \$1,200.00 to achieve baseline security in their jurisdiction. These funds are a subgrant from federal election security money provided under the Help America Vote Act.

2. **BACKGROUND.** Election officials use their computer workstations to access vital elections records in WisVote, correspond with voters, print reports containing voter data, generate letters, print labels, send absentee ballots by email, receive voter registration forms that contain personally identifiable information and perform many other tasks that are critical to running elections. Because each of these workstations may access WisVote, the strength or weakness of any one workstation could affect the security of the entire state's elections infrastructure and the public's confidence in the integrity of Wisconsin elections. To ensure Wisconsin remains safe, WisVote access will require the use of an up-to-date computer system beginning no later than January 28, 2020.

Local election officials who do not use WisVote contract with a county or neighboring municipality to complete their statutory duties in the WisVote system, such as entering voter registration records, issuing absentee ballots, or printing poll books. For those clerks, their election business and transactions are conducted through email and locally stored files. An up-to-date, managed device is the only way to ensure those jurisdictions can electronically store and transmit voter information securely. Apart from potential impacts from working in WisVote, the use of secure devices not only protects individual work stations, but

*Wisconsin Elections Commissioners*  
Dean Knudson, chair | Marge Bostelman | Julie M. Glancey | Ann S. Jacobs | Mark L. Thomsen

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*Administrator*  
Meagan Wolfe



also elevates the state's overall security posture and has a multiplying effect due to the frequency of electronic communications which pass among local election officials and between those offices and the WEC.

**3. WHAT CAN FUNDS BE USED FOR?** Subject to grant conditions, jurisdictions must use the funds for the following expenses:

- 1) computer hardware and/or software to meet minimum security recommendations
- 2) professional IT support
- 3) travel and staff costs associated with Election Security training

Please see the chart on page four of this document for further information. Jurisdictions accepting grant funds must also agree to complete an Elections Security Contingency Plan (sample provided).

**4. WHAT IF I NEED SOMETHING ELSE?** The Commission may decide to approve funds for other election security needs. A separate clerk communication will be published explaining how jurisdictions that have met baseline security standards can ask for assistance to fund other election security needs, if additional funds remain available.

**5. HOW DO JURISDICTIONS APPLY?** The clerk of each jurisdiction must submit a signed Memorandum of Understanding (MOU) to the WEC no later than November 15, 2019. The MOU is available on the WEC website. Simply complete the MOU and return a signed copy to the WEC. Electronic versions of the MOU that contain a signature are acceptable and may be emailed to [elections@wi.gov](mailto:elections@wi.gov). The flowchart on page three depicts the grant process from start to finish.

**6. WILL THE WISCONSIN ELECTIONS COMMISSION HELP?** Absolutely! The WEC has detailed guides that suggest solutions and provide instructions how to meet all requirements. These guides come with the application materials.

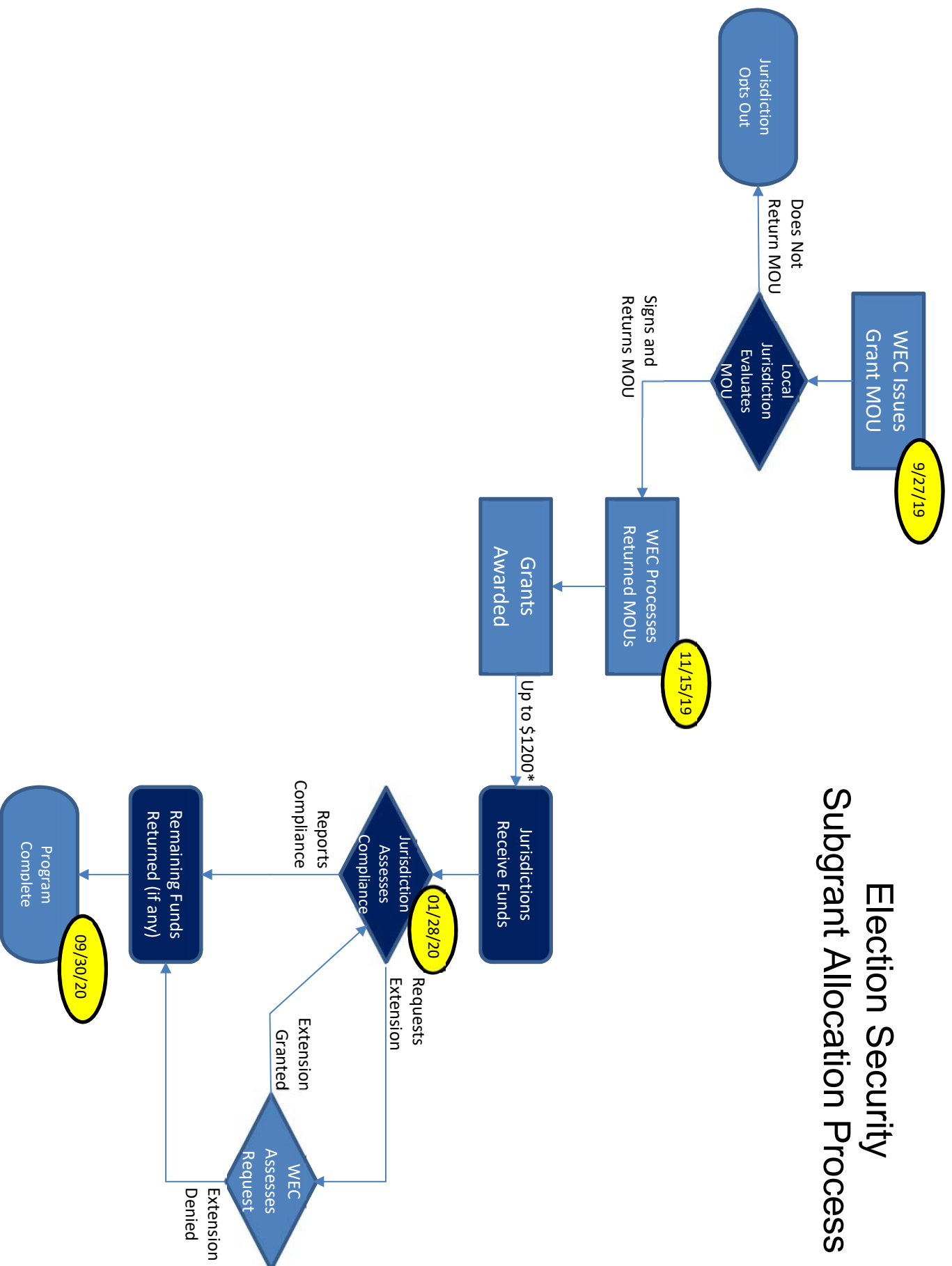
**7. WHERE CAN I LEARN MORE?** Call the WEC Help Desk at 608-261-2028 or e-mail [elections@wi.gov](mailto:elections@wi.gov).

Enclosures:

- Memorandum of Understanding
- Appendix A: Grant Compliance Form
- Appendix B: Grant Compliance Standards
- Appendix C: How-to Guides



## Election Security Subgrant Allocation Process





| Requirement                              | Benchmark (Sample)  | Confirmed Prices                        | Grant Allocation |
|--|---|---|------------------|
| Compliant Computer Hardware and Software | <ul style="list-style-type: none"> <li>New Computer w/ 14" monitor (or larger)</li> <li>Intel Core i3 CPU (or better)</li> <li>1TB HDD or smaller SSD</li> <li>4 GB DDR4 RAM (or more)</li> <li>Integrated Graphics &amp; WiFi</li> <li>Windows 10 64 bit (Home or Pro)</li> <li>MS Office 365 (Standard or Business)</li> </ul>  | \$447.74 - \$605.09                     | \$600.00         |
| Compliant OS (in lieu of new hardware)   | Windows 10 Pro  | \$105.00 - \$199.00                     | \$200.00         |
| IT Support                               | <p>Managed support (proactive IT service) including:</p> <ul style="list-style-type: none"> <li>Patch management for the OS, MS Office, and anti-virus software</li> <li>Privileged access controls</li> <li>Customer support (Mon-Fri minimum)</li> <li>Available web filtering services</li> <li>Available offsite backup management and restoration services</li> <li>Available on-site support for additional fees</li> </ul> | \$155.40 - \$251.40 per device per year | \$500.00         |
| Election Security Exercise Attendance    | Mileage, meals, lodging and other costs of attendance   | Varies                                  | \$100.00         |



# VILLAGE OF MUKWONAGO PURCHASE REQUISITION

PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM

|       |          |         |  |
|-------|----------|---------|--|
| DATE: | 10/10/19 | NUMBER: |  |
|-------|----------|---------|--|

|   |                |
|---|----------------|
| VENDOR NAME & ADDRESS:  | SHIP TO:       |
| A/C Services INC.<br>211 -B South West Ave.<br>Waukesha, WI 53189 | DPW/ PD Garage |

|            |                   |                      |
|------------|-------------------|----------------------|
| DEPT NAME: | SUGGESTED VENDOR  | AUTHORIZED SIGNATURE |
| DPW        | A/C Services INC. |                      |

|                |     |                  |         |
|----------------|-----|------------------|---------|
| BUDGETED ITEM? | Yes | BUDGETED SOURCE: | Capital |
|----------------|-----|------------------|---------|

| ITEM | QTY | DESCRIPTION  | UNIT PRICE | AMOUNT      | ACCT #        |
|------|-----|--|------------|-------------|---------------|
| 1    | 1   | Tube heater and CO/NO2<br>detector installation services<br>At the Police Department garage. |            | \$13,615.00 | 430-5700-5712 |
|      |     |  |            |             |               |
|      |     |  |            |             |               |
|      |     |  |            |             |               |
|      |     |  | TOTAL      | \$13,615.00 | 430-5700-5712 |

|                                |  |
|--------------------------------|--|
| FINANCE COMMITTEE USE ONLY     |  |
| APPROVED (COMMITTEE INITIALS): |  |
| DATE:                          |  |
| SPECIAL INSTRUCTIONS           |  |
|                                |  |



October 7, 2019



Village of Mukwonago DPW  
Attention: Ron Bittner  
440 River Crest Court  
Mukwonago, WI 53149

2211-B South West Avenue  
Waukesha, WI 53189  
PHONE: (262) 549-5566 FAX: (262) 549-5504  
Email: [Team@ACServiceInc.com](mailto:Team@ACServiceInc.com)

Proposal #1019-36448 rev.1

**RE: INSTALL RADIANT TUBE HEATERS IN PD GARAGE**

Dear Ron:

A/C Service Inc. is pleased to provide you with a quote to install radiant tube heaters in the Police Department Garage. We are also including a price to install a CO/NO<sup>2</sup> detection system in the garage building.

***Option "A" (install tube heaters):***

- Install one (1) 100,000 BTU tube heater along the south wall of garage
- Install one (1) 80,000 BTU tube heater along the north wall of the garage
- Install new intake and exhaust ducts up through the roof
- Extend gas main and connect to tube heaters
- Mount thermostats on walls
- Install new line voltage wiring to heaters
- Start up and check unit heaters for proper operation
- Includes a one year parts and labor warranty and a 10 year tube warranty

***We will provide the above installation for a sum of \$13,150 .00, tax included.***

***Option "B" (CO/NO<sup>2</sup> detector):***

The CO/NO<sup>2</sup> detectors will monitor the carbon monoxide and Nitrogen dioxide levels in the garage. If the levels get above the set point the detector will turn on the exhaust fan and make up air unit until the levels in the garage drop below the safe level. Ventilation code also required that the ventilation system run a minimum of 5 hours in a 24 hour period. We will install a time clock to allow for this timed operation.

- Install four (4) detectors on the walls of the garage
- Install time clock to allow for timed operation of ventilation system
- Install interlocking relays and wiring
- Start up and check unit heaters for proper operation
- Includes a one year parts and labor warranty

***We will provide the above installation for a sum of \$4,375.00, tax included.***

*See Page Two*



Village of Mukwonago DPW  
Quote #1019-36448 rev. 1  
October 7, 2019  
Page Two

**Deduct:** if customer provides tube heaters please deduct \$3,910.00 from the above price.

The above price **does** include:

1. Roofing contractor for roof cone installation
2. Electrician for line voltage wiring
3. Village of Mukwonago HVAC permit

**Rebate:** the above CO/NO<sup>2</sup> installation may qualify for a **\$120.00**, Focus on Energy rebate

Please call if you have any questions or if you would like to proceed with the above project.

A/C Service Inc. appreciates your business. Please let us know if we can serve you better.

---

As required by Wisconsin construction lien law, Wis. Stat. §779.02(2) (1997), you are hereby notified that persons or companies furnishing labor or materials for the construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with you or those who give you identification notice within sixty (60) days after they first furnish labor or materials for the construction. You probably will receive notices from those who furnish labor or materials for the construction, and you should give a copy of each notice you receive to your mortgage lender, if any, to see that all potential lien claimants are duly paid.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. I have received Contractor's Notice of Lien Rights, as required by Wisconsin Law, and authorize A/C Service Inc. to do the work as specified.

Date of Acceptance \_\_\_\_\_ 20\_\_\_\_ Note: This proposal may be withdrawn if not accepted within 30 days.

By \_\_\_\_\_

Submitted By: *Michael R. Zeller*

Michael R. Zeller, Vice-President

A/C SERVICE INC. . . . WE PROVIDE SOLUTIONS!!





**Martens Plumbing & Heating, Inc.**  
117 MacArthur Drive  
Mukwonago, WI 53149  
ph262-363-7146 fx262-363-2033  
www.martensplumbing.com

# PROPOSAL

10/3/2019

20838

VILLAGE OF MUKWONAGO POLICE  
DEPARTMENT  
PO BOX 96  
627 ROCHESTER STREET  
MUKWONAGO, WI 53149

(262) 363-6435

| Description  |  |
|--|--|
| RE: INFRARED HEATERS - POLICE DEPARTMENT BUILDING  |  |
| WE PROPOSE TO FURNISH AND INSTALL AS LISTED:   |  |
| <POLICE VEHICLE PARKING GARAGE>  |  |
| SOUTH WALL AREA:   |  |
| SCHWANK PREMIER STS-JZ 100, 100,000 B.T.U. 20' PACKAGE WITH:   |  |
| SIDEWALL EXHAUST   |  |
| SIDEWALL COMBUSTION AIR  |  |
| INSTALLED ALONG SOUTH WALL   |  |
| NORTH WALL AREA:   |  |
| SCHWANK PREMIER STS-JZ 80, 80,000 B.T.U. 40' PACKAGE WITH:   |  |
| SIDEWALL EXHAUST   |  |
| SIDEWALL COMBUSTION AIR  |  |
| INSTALLED ALONG NORTH WALL   |  |
| <THERMOSTATS>  |  |
| (2) - HONEYWELL T4 PROGRAMMABLE THERMOSTATS  |  |
| <LINE AND LOW VOLTAGE WIRING>  |  |
| LINE AND LOW VOLTAGE WIRING WITH CONNECTION TO THE EXISTING CIRCUIT PANEL IN LOWER LEVEL                     |  |
| <NATURAL GAS PIPING>   |  |
| NATURAL GAS PIPING WITH:   |  |
| REGULATORS   |  |
| SHUT OFFS  |  |
| CONNECTION TO THE EXISTING 2# NATURAL GAS PIPING   |  |
| COPPER AND STEEL NATURAL GAS PIPING WITH LABELS  |  |
| SCOPE:   |  |
| HANG TUBE HEATERS AS LISTED (VERIFY WITH RON LOCATIONS PRIOR TO START)                                       |  |
| INSTALL MATERIAL AS LISTED   |  |
| (REPAIR OF EXISTING EXHAUST AND OR REZNOR MAKE UP AIR UNIT, IF REQUIRED WILL BE BILLED AT TIME AND MATERIAL) |  |





**Martens Plumbing & Heating, Inc.**

117 MacArthur Drive  
Mukwonago, WI 53149  
ph262-363-7146 fx262-363-2033  
www.martensplumbing.com

# PROPOSAL

10/3/2019

20838

VILLAGE OF MUKWONAGO POLICE  
DEPARTMENT  
PO BOX 96  
627 ROCHESTER STREET  
MUKWONAGO, WI 53149

(262) 363-6435

| Description  |           |
|--|-----------|
| SCHWANK WARRANTY:<br>3 YEARS - ANY COMPONENT<br>10 YEARS - BURNER SUB ASSEMBLY / RADIATING TUBES - (EXCLUDING COUPLINGS)<br>1 - YEAR LABOR |           |
|  |           |
| COMPLETE MATERIAL, LABOR AND PERMIT:<br>TERMS: \$10,000.00 AT START / \$10,000.00 AT TUBE HEATERS HUNG<br>BALANCE DUE AT COMPLETION        | 23,350.00 |
| DATE _____ ACCEPTED BY _____   |           |
| DATE _____ ACCEPTED BY _____   |           |
| MARTENS PLUMBING & HEATING, INC.   |           |
| WE APPRECIATE THE OPPORTUNITY TO QUOTE THIS PROJECT.   |           |
| THANK YOU,<br>JEFF MARTENS   |           |
| OPTIONS  |           |
| #1) RE: OWNER PROVIDED INFRARED HEATERS<br>IN LIEU OF MARTENS TO PROVIDE AND WARRANTY:   |           |
| (2) -SCHWANK PREMIER STS-JZ - INFRARED TUBE HEATERS  |           |
| VILLAGE OF MUKWONAGO TO PROVIDE ON SITE AT TIME OF INSTALLATION, WARRANTY AND<br>MARTENS TO INSTALL:                                       |           |
| (2) - INFRARED TUBE HEATERS  |           |
| DEDUCT FROM BASE PRICE.....\$4,376.00  |           |
|  |           |
|  |           |
|  |           |





**Martens Plumbing & Heating, Inc.**  
**117 MacArthur Drive**  
**Mukwonago, WI 53149**  
**ph262-363-7146 fx262-363-2033**  
**www.martensplumbing.com**

# PROPOSAL

10/3/2019

20838

VILLAGE OF MUKWONAGO POLICE  
 DEPARTMENT  
 PO BOX 96  
 627 ROCHESTER STREET  
 MUKWONAGO, WI 53149

(262) 363-6435

| Description   |  |
|---|--|
| #2) RE: CO/NO2 DETECTORS / SYSTEM   |  |
| WE PROPOSE TO FURNISH AND INSTALL AS LISTED:  |  |
| (4) - OPERA OR EQUAL, CO/NO2 DETECTORS WITH:  |  |
| INTERCONNECTING RELAYS  |  |
| LINE AND LOW VOLTAGE WIRING   |  |
| INTERLOCK WITH MAKEUP AIR UNIT AND EXHAUST FAN  |  |
| TIME CLOCK FOR TIMED OPERATION - (5 HRS. OF VENTILATION RUN TIME IN A 24 HOUR PERIOD) |  |
| WARRANTY:   |  |
| 2 - YEARS PRODUCT OPERA OR EQUAL, CO/NO2 DETECTORS                                    |  |
| 1 - YEAR LABOR  |  |
| SCOPE:  |  |
| INSTALL MATERIAL AS LISTED  |  |
| COMPLETE MATERIAL AND LABOR, ADD TO BASE PRICE.....\$11,726.00                        |  |



# Donovan & Jorgenson INC

## HEATING & COOLING

Serving The Entire Milwaukee Metro Area

W306 S4879 Hwy 83 • Mukwonago, WI. 53149

Phone: (262) 968-4086 • Fax: (262) 968-4093

October 10, 2019

### PROPOSAL

| Proposal Submitted To:                         | Work To Be Performed At:  |
|--|---------------------------|
| Name: Village of Mukwonago (Attn: Ron Bittner) | Name: Mukwonago PD Garage |
| Street: 440 River Crest Court                  |                           |
| City: Mukwonago                                |                           |
| State: WI Zip Code: 53149                      |                           |
| Telephone: 262-363-6447                        |                           |

We hereby propose to furnish all the materials and perform all labor necessary for completion of:

#### Option "A" (install tube heaters):

- (1) Sterling RSS100N1UO, 100,000 BTU, single stage tube heater.
- (1) Sterling RSS075N1UO, 75,000 BTU, single stage tube heaters.
- (2) Digital thermostats.

Total price for complete installation listed above--\$14,235.00

Option #1: Upgrade units listed above to 2-stage—Add: \$252.00 to price above.

Option #2: Purchase tube heaters directly-- \$4,288.00

#### Option "B" (CO/NO2 detectors):

- (4) Detectors (low voltage).
- (1) Time clock (high voltage).
- All interlocking relays.

Total price for complete installation listed above--\$9,852.00

**NOTE:** High voltage wiring assumes current service has adequate breaker space, any sub panel required at owners expense.

- Required venting per code (through roof), connection of gas piping, low voltage wiring and high voltage wiring included in price. System start and check and all code requirements included. All HVAC permits, taxes, and related fees included in price.
- **Sterling warranty:** 10yr Burner, 5yr Emitter tube, 1yr parts and 1yr labor. **Detectors/controls warranty:** 1yr parts and 1yr labor.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manor for the sum of:

00/100----- Dollars (**\$00.00**) with payments to be made as follows:

**30% Down and balance upon completion**

Any alteration or deviation from above specifications involving extra costs, will executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation & Public Liability Insurance on above work to be taken out by Donovan & Jorgenson.

As required by the Wisconsin Construction Lien Law, Donovan & Jorgenson hereby notifies buyer that Donovan & Jorgenson, and/or other persons or companies furnishing labor or materials for the construction of buyer's land may have lien rights on buyers land & buildings if not paid. Those entitled to lien rights, in addition to undersigned Donovan & Jorgenson, are those who contract directly with buyer, or those who give the owner notice sixty (60) days after they first furnish labor or materials for the construction. Accordingly, buyer probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any, to see that all potential lien claimants are duly paid. Donovan & Jorgenson agrees to cooperate with the owner and the owners' lender, if any, to see that all potential lien claimants are paid.

A finance charge of 1-1/2% per month (18% annually) is charged on completed work not paid within 30 days of invoice date.

Respectfully submitted on this day: October 9, 2019 Per Rick Mantey

Note – This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Efficient Furnaces • Air Conditioning • Gas Fireplaces



# VILLAGE OF MUKWONAGO PURCHASE REQUISITION

**PLEASE TYPE OR PRINT IN INK CLEARLY ON THIS FORM**

|       |          |         |  |
|-------|----------|---------|--|
| DATE: | 10/10/19 | NUMBER: |  |
|-------|----------|---------|--|

|   |                 |
|---|-----------------|
| <b>VENDOR NAME &amp; ADDRESS:</b>                                 | <b>SHIP TO:</b> |
| A/C Services INC.<br>211 -B South West Ave.<br>Waukesha, WI 53189 | DPW             |

|                   |                         |                             |
|-------------------|-------------------------|-----------------------------|
| <b>DEPT NAME:</b> | <b>SUGGESTED VENDOR</b> | <b>AUTHORIZED SIGNATURE</b> |
| DPW               | A/C Services INC.       | <i>Ronald R. Ritter</i>     |

|                       |     |                         |         |
|-----------------------|-----|-------------------------|---------|
| <b>BUDGETED ITEM?</b> | Yes | <b>BUDGETED SOURCE:</b> | Capital |
|-----------------------|-----|-------------------------|---------|

| ITEM | QTY | DESCRIPTION                                      | UNIT PRICE   | AMOUNT      | ACCT #        |
|------|-----|--|--------------|-------------|---------------|
| 1    | 1   | Tube heater installation services<br>DPW garage. |              | \$19,465.00 | 430-5700-5712 |
|      |     |  |              |             |               |
|      |     |  |              |             |               |
|      |     |  |              |             |               |
|      |     |  | <b>TOTAL</b> | \$19,465.00 | 430-5700-5712 |

|                                |  |
|--------------------------------|--|
| FINANCE COMMITTEE USE ONLY     |  |
| APPROVED (COMMITTEE INITIALS): |  |
| DATE:                          |  |
| SPECIAL INSTRUCTIONS           |  |
|                                |  |



October 7, 2019



Village of Mukwonago DPW  
Attention: Ron Bittner  
440 River Crest Court  
Mukwonago, WI 53149

2211-B South West Avenue  
Waukesha, WI 53189  
PHONE: (262) 549-5566 FAX: (262) 549-5504  
Email: [Team@ACServiceInc.com](mailto:Team@ACServiceInc.com)

Proposal #1019-34366 rev.2

**RE: INSTALL RADIANT TUBE HEATERS IN DPW BUILDING**

Dear Ron:

A/C Service Inc. is pleased to provide you with a quote to install radiant tube heaters in the DPW building.

**Back Garage:**  
Scope of Work

- Install one (1) 80,000 BTU tube heater along the west wall of garage
- Install two (2) 150,000 BTU tube heaters along the north wall of the garage
- Install new intake and exhaust ducts up through the roof
- Extend gas main and connect to tube heaters
- Mount thermostats on walls
- Install new line voltage wiring from breaker panel to heaters
- Start up and check unit heaters for proper operation
- Includes a one year parts and labor warranty and a 10 year tube warranty

**Front Repair Garage:**  
Scope of Work

- Install two (2) 150,000 BTU tube heaters along the west and east wall of the garage
- Install new intake and exhaust ducts up through the roof
- Extend gas main and connect to tube heaters
- Mount thermostats on walls
- Install new line voltage wiring from breaker panel to heaters
- Start up and check unit heaters for proper operation
- Includes a one year parts and labor warranty and a 10 year tube warranty

*We will provide the above installation for a sum of \$26,995.00, tax included.*

*See Page Two*



Village of Mukwonago DPW  
Quote #1019-34366 rev.2  
October 7, 2019  
Page Two

**Deduct:** if customer provides tube heaters please deduct \$7,530.00 from the above price.

The above price **does** include:

1. Roofing contractor for roof cone installation
2. Electrician for line voltage wiring
3. Village of Mukwonago HVAC permit

Please call if you have any questions or if you would like to proceed with the above project.

A/C Service Inc. appreciates your business. Please let us know if we can serve you better.

---

As required by Wisconsin construction lien law, Wis. Stat. §779.02(2) (1997), you are hereby notified that persons or companies furnishing labor or materials for the construction on your property may have lien rights on your land and buildings if they are not paid. Those entitled to lien rights, in addition to the undersigned contractor, are those who contract directly with you or those who give you identification notice within sixty (60) days after they first furnish labor or materials for the construction. You probably will receive notices from those who furnish labor or materials for the construction, and you should give a copy of each notice you receive to your mortgage lender, if any, to see that all potential lien claimants are duly paid.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. I have received Contractor's Notice of Lien Rights, as required by Wisconsin Law, and authorize A/C Service Inc. to do the work as specified.

Date of Acceptance \_\_\_\_\_ 20\_\_\_\_ Note: This proposal may be withdrawn if not accepted within 30 days.

By \_\_\_\_\_

Submitted By: Michael R. Zeller  
Michael R. Zeller, Vice-President

A/C SERVICE INC. . . . WE PROVIDE SOLUTIONS!!



**Martens Plumbing & Heating, Inc.**  
**117 MacArthur Drive**  
**Mukwonago, WI 53149**  
**ph262-363-7146 fx262-363-2033**  
**www.martensplumbing.com**

# PROPOSAL

10/1/2019

20832

VILLAGE OF MUKWONAGO VILLAGE HALL  
PO BOX 206  
440 RIVER CREST COURT  
MUKWONAGO, WI 53149

PUBLIC WORKS GARAGE  
630 COUNTY ROAD NN  
MUKWONAGO, WI 53149

(262)363-6420

| Description  |  |
|--|--|
| RE: INFRARED HEATERS - DPW BUILDING  |  |
| WE PROPOSE TO FURNISH AND INSTALL AS LISTED:                                   |  |
| <SOUTH SHOP AREA>  |  |
| EAST WALL AREA:  |  |
| SCHWANK PREMIER STS-JZ 155, 150,000 B.T.U. 50' PACKAGE WITH:                   |  |
| SIDEWALL EXHAUST   |  |
| SIDEWALL COMBUSTION AIR  |  |
| INSTALLED ALONG WALL AT 45 DEGREE ANGLE TO FLOOR                               |  |
| WEST WALL AREA:  |  |
| SCHWANK PREMIER STS-JZ 155, 150,000 B.T.U. 50' PACKAGE WITH:                   |  |
| SIDEWALL EXHAUST   |  |
| SIDEWALL COMBUSTION AIR  |  |
| INSTALLED ALONG WEST WALL APPROXIMATELY 20' OFF WEST WALL (VERIFY VENT LENGTH) |  |
| <THERMOSTATS>  |  |
| (2) - HONEYWELL T4 PROGRAMMABLE THERMOSTATS                                    |  |
| <LINE AND LOW VOLTAGE WIRING>  |  |
| LINE AND LOW VOLTAGE WIRING WITH CONNECTION TO THE EXISTING CIRCUIT PANEL      |  |
| <NATURAL GAS PIPING>   |  |
| NATURAL GAS PIPING WITH:   |  |
| REGULATORS   |  |
| SHUT OFFS  |  |
| CONNECTION TO THE EXISTING 2# NATURAL GAS PIPING                               |  |
| COPPER AND STEEL NATURAL GAS PIPING WITH LABELS                                |  |
| -----  |  |





**Martens Plumbing & Heating, Inc.**

**117 MacArthur Drive  
Mukwonago, WI 53149  
ph262-363-7146 fx262-363-2033  
www.martensplumbing.com**

# PROPOSAL

10/1/2019

20832

VILLAGE OF MUKWONAGO VILLAGE HALL  
PO BOX 206  
440 RIVER CREST COURT  
MUKWONAGO, WI 53149

PUBLIC WORKS GARAGE  
630 COUNTY ROAD NN  
MUKWONAGO, WI 53149

(262)363-6420

| Description   |  |
|---|--|
| <NORTH SHOP AREA>   |  |
| WEST WALL AREA:   |  |
| SCHWANK PREMIER STS-JZ 80, 80,000 B.T.U. 40' PACKAGE WITH:                |  |
| SIDEWALL EXHAUST  |  |
| SIDEWALL COMBUSTION AIR   |  |
| INSTALLED ALONG WALL AT 45 DEGREE ANGLE TO FLOOR                          |  |
| NORTH WALL AREA:  |  |
| (2) - SCHWANK PREMIER STS-JZ 155, 150,000 B.T.U. 40' PACKAGE WITH:        |  |
| SIDEWALL EXHAUST  |  |
| SIDEWALL COMBUSTION AIR   |  |
| INSTALLED ALONG WALL AT 45 DEGREE ANGLE TO FLOOR                          |  |
| <THERMOSTATS>   |  |
| (3) - HONEYWELL T4 PROGRAMMABLE THERMOSTATS                               |  |
| <LINE AND LOW VOLTAGE WIRING>   |  |
| LINE AND LOW VOLTAGE WIRING WITH CONNECTION TO THE EXISTING CIRCUIT PANEL |  |
| <NATURAL GAS PIPING>  |  |
| NATURAL GAS PIPING WITH:  |  |
| REGULATORS  |  |
| SHUT OFFS   |  |
| CONNECTION TO THE EXISTING 2# NATURAL GAS PIPING                          |  |
| COPPER AND STEEL NATURAL GAS PIPING WITH LABELS                           |  |
| SCOPE:  |  |
| HANG TUBE HEATERS AS LISTED (VERIFY WITH RON LOCATIONS PRIOR TO START)    |  |
| INSTALL MATERIAL AS LISTED  |  |
| SCHWANK WARRANTY:   |  |
| 3 YEARS - ANY COMPONENT   |  |
| 10 YEARS - BURNER SUB ASSEMBLY / RADIATING TUBES - (EXCLUDING COUPLINGS)  |  |
| 1 - YEAR LABOR  |  |





**Martens Plumbing & Heating, Inc.**  
 117 MacArthur Drive  
 Mukwonago, WI 53149  
 ph262-363-7146 fx262-363-2033  
 www.martensplumbing.com

# PROPOSAL

10/1/2019

20832

VILLAGE OF MUKWONAGO VILLAGE HALL  
 PO BOX 206  
 440 RIVER CREST COURT  
 MUKWONAGO, WI 53149

PUBLIC WORKS GARAGE  
 630 COUNTY ROAD NN  
 MUKWONAGO, WI 53149

(262)363-6420

| Description   |           |
|---|-----------|
| COMPLETE MATERIAL, LABOR AND PERMIT:<br>TERMS: \$20,000.00 AT START / \$20,000.00 AT TUBE HEATERS HUNG<br>BALANCE DUE AT COMPLETION | 50,956.00 |
| DATE _____ ACCEPTED BY _____  |           |
| DATE _____ ACCEPTED BY _____  |           |
| MARTENS PLUMBING & HEATING, INC.  |           |
| WE APPRECIATE THE OPPORTUNITY TO QUOTE THIS PROJECT.  |           |
| THANK YOU,<br>JEFF MARTENS  |           |
| OPTION  |           |
| IN LIEU OF MARTENS TO PROVIDE AND WARRANTY:   |           |
| (5) -SCHWANK PREMIER STS-JZ - INFRARED TUBE HEATERS   |           |
| VILLAGE OF MUKWONAGO TO PROVIDE ON SITE AT TIME OF INSTALLATION, WARRANTY AND<br>MARTENS TO INSTALL:                                |           |
| (5) - INFRARED TUBE HEATERS   |           |
| DEDUCT FROM BASE PRICE.....\$11,819.00  |           |
|   |           |



# Donovan & Jorgenson INC

## HEATING & COOLING

Serving The Entire Milwaukee Metro Area

W306 S4879 Hwy 83 • Mukwonago, WI. 53149

Phone: (262) 968-4086 • Fax: (262) 968-4093

October 10, 2019

### PROPOSAL

| Proposal Submitted To:                         | Work To Be Performed At:   |
|--|----------------------------|
| Name: Village of Mukwonago (Attn: Ron Bittner) | Name: Mukwonago DPW Garage |
| Street: 440 River Crest Court                  |                            |
| City: Mukwonago                                |                            |
| State: WI Zip Code: 53149                      |                            |
| Telephone: 262-363-6447                        |                            |

We hereby propose to furnish all the materials and perform all labor necessary for completion of:

#### Back Garage:

- (1) Sterling RSS075N1UO, 75,000 BTU, single stage tube heater.
- (2) Sterling RSS150N1UO, 150,000 BTU, single stage tube heaters.
- (3) Digital thermostats.

Total price for complete installation listed above--\$20,755.00

Option #1: Upgrade units listed above to 2-stage---Add: \$378.00

Option #2: Purchase tube heater directly from Donovan & Jorgenson--\$7,508.00

#### Front Repair Garage:

- (2) Sterling RSS150N1UO, 150,000 BTU, single stage tube heater.
- (2) Digital thermostats.

Total price for complete installation listed above--\$15,375.00

Option #1: Upgrade units listed above to 2-stage---Add:\$252.00

Option #2: Purchase tube heater directly from Donovan & Jorgenson--\$6,046.00

**NOTE:** High voltage wiring assumes current service has adequate breaker space, any sub panel required at owners expense.

- Required venting per code (through roof), connection of gas piping, low voltage wiring and high voltage wiring included in price. System start and check and all code requirements included. All HVAC permits, taxes, and related fees included in price.
- Sterling warranty:** 10yr Burner, 5yr Emitter tube, 1yr parts and 1yr labor.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in substantial workmanlike manor for the sum of:

00/100----- Dollars (\$00.00) with payments to be made as follows:

**30% Down and balance upon completion**

Any alteration or deviation from above specifications involving extra costs, will executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation & Public Liability Insurance on above work to be taken out by Donovan & Jorgenson.

As required by the Wisconsin Construction Lien Law, Donovan & Jorgenson hereby notifies buyer that Donovan & Jorgenson, and/or other persons or companies furnishing labor or materials for the construction of buyer's land may have lien rights on buyers land & buildings if not paid. Those entitled to lien rights, in addition to undersigned Donovan & Jorgenson, are those who contract directly with buyer, or those who give the owner notice sixty (60) days after they first furnish labor or materials for the construction. Accordingly, buyer probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any, to see that all potential lien claimants are duly paid. Donovan & Jorgenson agrees to cooperate with the owner and the owners' lender, if any, to see that all potential lien claimants are paid.

A finance charge of 1-1/2% per month (18% annually) is charged on completed wok not paid within 30 days of invoice date.

Respectfully submitted on this day: October 9, 2019

Per Rick Mantey

Note - This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Efficient Furnaces • Air Conditioning • Gas Fireplaces





## Village of Mukwonago

### AGENDA ITEM REQUEST FORM

|   |  |
|---|--|
| Committee/Board:                            | Village Board                                    |
| Topic:                                      | Amendment Section 70-15(c) of the Municipal Code |
| From:                                       | Village Attorney Mark Blum                       |
| Presenter:                                  |  |
| Date of Committee Action (if required):     |  |
| Date of Village Board Action (if required): |  |

### Information

**Subject:** Amend Section 70-15(c) of the Code regarding escrow and reserve accounts.

**Rationale:**

The Village has experienced difficulties with developers who did not make escrow payments in accordance with this Ordinance; did not timely replenish those accounts; or who have sought to have the escrow released, before outstanding charges are reconciled. The revisions to this Ordinance would remove discretion regarding the amounts to be established for the escrow in the first place. It would also shorten up the time that a developer would have to replenish the account once it has been debited. Additionally, it would make clear that no licenses, permits or approvals from the Village will be given until the requirements of the Ordinance are met; meaning that no Board approvals will occur while there are still outstanding escrow account issues per this Ordinance. It is hoped that these new standards will eliminate some of the continuing difficulties the Village has with obtaining payment.

**Fiscal Impact (If any):**

The adoption of this Ordinance will facilitate the Village's receipt of escrow funds to ensure that professional fees are paid in a timely manner.

**Requested Action by Committee/Board:**

Approval of Ordinance to amend Section 70-15(c) of the Village Code dealing with escrow accounts for development projects.



**VILLAGE OF MUKWONAGO  
WAUKESHA AND WALWORTH COUNTIES**

---

**ORDINANCE NO. \_\_\_\_**

**ORDINANCE TO AMEND SECTION 70-15 (c)  
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE  
REGARDING ESCROW/RESERVE ACCOUNTS**

---

**SECTION I**

Section 70-15(c) of the Municipal Code of the Village of Mukwonago is hereby repealed and recreated to read as follows:

(c) *Escrow or reserve accounts for certain projects.* When the Village receives an application for any land division or land combination, or when it receives a development application which involves rezoning, the issuance of a conditional use permit or projects that involve the erection of a structure or request for developer incentives, the developer shall establish an escrow account with the Village Clerk at the time of application (the "Account"). The Account will be debited for payments of professional services and fees, as defined in this Section and required by the Village during the review and construction of such projects. The Village Clerk shall distribute monthly statements to the developer or property owner who established the Account. The initial balance for the Account shall be in the amount of not less than \$5,000.00, but may be increased to up to \$10,000.00 in the discretion of the Village Administrator or his or her designee based upon the size or complexity of the project and/or when the construction of the development begins. No professional services shall be performed concerning the application until the Account is established as required hereunder. The Account shall be replenished to the specified and required level whenever any debit is made from it. In no event shall the balance of the escrow drop below \$1,000.00. In the event the Account is not replenished within 72 hours of notice that the balance in the account has dropped to \$1,000.00, the Village Clerk shall advise the provider of professional services of said non-payment and they shall cease to provide any professional services on that Account until and unless advised by the Village Clerk that the Account has been replenished. The Account shall remain in effect until invoices for professionals performing work on the application are resolved. No Village permits, licenses or other approvals of the Village will be given if the requirements of this Ordinance have not been met.

**SECTION II**

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

**SECTION III**

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.



#### **SECTION IV**

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending ordinance therein.

**PASSED AND ADOPTED** by the Village Board this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

Countersigned:

\_\_\_\_\_  
Diana Dykstra, Village Clerk/Treasurer



**VILLAGE OF MUKWONAGO  
WAUKESHA AND WALWORTH COUNTIES**

---

**ORDINANCE NO. \_\_\_\_**

**ORDINANCE TO AMEND SECTION 70-15 (c)  
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE  
REGARDING ESCROW/RESERVE ACCOUNTS**

---

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**SECTION II**

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

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The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the Ordinance.



#### **SECTION IV**

This Ordinance shall take effect upon passage and publication as approved by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Mukwonago, and shall indicate the date and number of this amending ordinance therein.

**PASSED AND ADOPTED** by the Village Board this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

Countersigned:

\_\_\_\_\_  
Diana Dykstra, Village Clerk/Treasurer



**RESOLUTION 2019-044**

**CONDITIONAL USE PERMIT  
TO APPROVE A CONDITIONAL USE PERMIT FOR AN INDOOR LIVE PERFORMANCE  
THEATER FOR TAX KEY NO. MUKV1973-968 PATRICK HITT,  
BLACK BOX THEATER COMPANY, APPLICANT**

**WHEREAS**, pursuant to Section 100-152 (B1 Zoning District), 100-402 (Parking Standards), and 100-153 (Village Center Overlay Zoning District) of the Village of Mukwonago Zoning Code, an application for a Conditional Use Permit has been filed for approval of a Conditional Use Permit at 114 Lake Street, and

**WHEREAS**, the subject site has a base zoning district of B-2 with Village Center, Retail District Overlay, and

**WHEREAS**, the applicant has submitted plans and information required for approval of a Conditional Use Permit for an indoor live performance theater use out of an existing photography studio, located at 114 Lake Street; and

**WHEREAS**, after proper notice pursuant to the Village of Mukwonago Zoning Code, a public hearing was noticed in the official newspaper as a Class II notice, and with notice being mailed at least ten (10) days prior to the date of such public hearing to the owners of record of the properties situated within 250 feet of the boundaries of the properties affected, a public hearing was conducted by the Village Plan Commission on October 8, 2019, and

**WHEREAS**, the request for a Conditional Use Permit as submitted by Patrick Hitt, has been reviewed and recommended approval, with conditions, by the Village Plan Commission at their October 8, 2019 meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the Conditional Use Permit for approval of a Conditional Use Permit for an indoor live performance theater use out of an existing photography studio, located at 114 Lake Street subject to the following conditions:

1. Approval will be unique to the applicant and this proposal only.
2. Prior to final occupancy permit, the following shall occur:
  - a. A building permit and accompanying plan set required by the Village Standards for occupancy for theater use/assembly shall be applied for and approved by the Building Inspector.
  - b. The Fire Chief shall review said permit for compliance with all Fire Codes and occupancy shall furnish Building Inspector and applicant with findings.
3. A sign permit shall be applied for and approved by the Village of Mukwonago prior to being installed.



4. At least one Handicap stall shall be provided on the premises, in compliance with ADA recommendations, providing safe entrance into the structure, and shall be provided on the property within one month of approval date of the Village Board.
5. Parking agreement for shared parking with Citizens Bank or other nearby business within 500 feet can be submitted for Staff review prior to final occupancy to demonstrate compliance.

Approved and dated this 16<sup>th</sup> day of October 2019.

VILLAGE OF MUKWONAGO

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

Attest: \_\_\_\_\_  
Diana A. Dykstra, Village Clerk



Village of  
**Mukwonago**  
Office of the Village Planner

---

440 River Crest Court, Mukwonago, Wisconsin 53149 -Tel. (262) 363-6420x2111-Fax (262) 363-6425 -[planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com)

October 9, 2019

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

Re: 114 Lake Street  
Theater and Assembly Conditional Use  
B-2 Zoning District with Village Center – Retail District Overlay

Dear President Winchowky and Members of the Village Board:

Patrick Hitt, of Black Box Studio Company, has applied for a Conditional Use Approval Review for a desired assembly (theater use) out of an existing Photography Studio Building at 114 Lake Street.

The 0.31-acre property is located at the north side of Lake Street, approximately 200 feet west of intersection of N. Rochester Street (State Highway 83) and Lake Street. The property is a commercial property consisting of a non painted parking area along the western portion of the property (able to accommodate approximately six stacked parking spaces and a one story single commercial structure. The property is zoned as B-2, General Business District with a Village Center – Retail District Overlay District. A theater use is a conditional use in the B-2 Zoning District and in the Village Center Overlay – Retail Center District.

**Proposal**

The proposed use is envisioned to be a performance hall, with occasional shows offered throughout the year in a space designed with ten tables and five seats per table, facing a stage, per the submitted proposal. The building space occupied is roughly 4,000 square feet.

**Zoning Review**

The proposed use is to be contained entirely within the structure space. No outside activities are requested with the application and if any outside activities are to be contemplated, the applicant shall be present during the meeting on October 8 to address any questions or concerns of the Commission. As far as zoning standards are concerned, Staff is primarily focused on occupancy loads for the structure (maximum numbers of persons at any one time) and numbers of parking spaces for the use.

Regarding occupancy, the building inspector will need to review a dimensioned building plan layout to review proper occupancy, fire egress and other building code standards prior to formal occupancy. Staff understands there may currently be space utilized and no approvals to date have been granted by the Village for such usage. Staff reviewed Sections 100-152 (B-1 Zoning District), 100-402 (Parking Standards) and 100-153 (Village Center Overlay Zoning District).



Regarding Parking Standards, the theater assembly use requires one space per three seats based on maximum capacity of the facility, plus one space per employee.

However, the Village Ordinance states that within the Village Center Overlay – Retail Center Sub District, any business approved as a conditional use may be required to provide accessory off-street parking if the plan commission finds that the parking demand of the use is greater than would be needed if a permitted use occupied the business space.

At the proposed 50 person maximum desired occupancy, this would require a total of 47 parking spaces. This equates to 17 parking spaces for the patrons, plus 30 spaces for the actors and crew and volunteer staff (counted as employees). The existing 6 on site spaces are not adequate to accommodate this load.

During the October 8, 2019 Plan Commission meeting, Mr. Hitt presented to the Plan Commission a verbal agreement that he is in discussions with Citizens Bank to address off street parking needs. I have reviewed the Village Code and have determined sharing of off street parking in the Village Center, pursuant to Section 100-153 (i). This code states accessory off-street parking is not required for a building with less than 2,500 square feet of gross leasable floor space designed for a business or businesses within the retail center or multi-purpose perimeter sub-districts or if the business or use would be required to provide ten or less parking spaces if the business or use were not located within the retail center or multi-purpose perimeter sub-districts. Any business approved as a conditional use may be required to provide accessory off-street parking if the plan commission finds that the parking demand of the use is greater than would needed if a permitted use occupied the business space.

In this regards, there is a lack of off-street parking and the Code provisions point to requiring off-street parking. Plan Commission will need to determine if the Code provisions meant to support downtown businesses generally under 2,500 square feet can be applied in this case, where the structure may have a net floor area of under 2,500 square feet, and could meet the above mentioned Village Center Overlay District provision for granting of reduction in required parking.

Staff finds the proposed business model would aim to target evening performances, when many of the storefronts in the Village may be closed and dark and would open up the necessary required number of parking stalls. In addition, the attraction of an evening downtown venue is generally supported with the spirit of the Village Center Overlay District Ordinance.

Therefore, staff opines this use may be warranted, with the spirit of the ordinance being met for this proposed use and associated business plan narrative at this location.

### **Recommendation for Conditional Use**

I recommend approval of Conditional Use for theater assembly use with the conditions listed below.

1. Approval will be unique to the applicant and this proposal only.
2. Prior to final occupancy permit, the following shall occur:
  - a. A building permit and accompanying plan set required by the Village Standards for occupancy for theater use/assembly shall be applied for and approved by the Building Inspector.
  - b. The Fire Chief shall review said permit for compliance with all Fire Codes and occupancy shall furnish Building Inspector and applicant with findings.
3. A sign permit shall be applied for and approved by the Village of Mukwonago prior to being installed.



4. At least one Handicap stall shall be provided on the premises, in compliance with ADA recommendations, providing safe entrance into the structure, and shall be provided on the property within one month of approval date of the Village Board.
5. Parking agreement for shared parking with Citizens Bank or other nearby business within 500 feet can be submitted for Staff review prior to final occupancy to demonstrate compliance.





Village of Mukwonago GIS  
114 Lake St

DISCLAIMER: The Village of Mukwonago does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

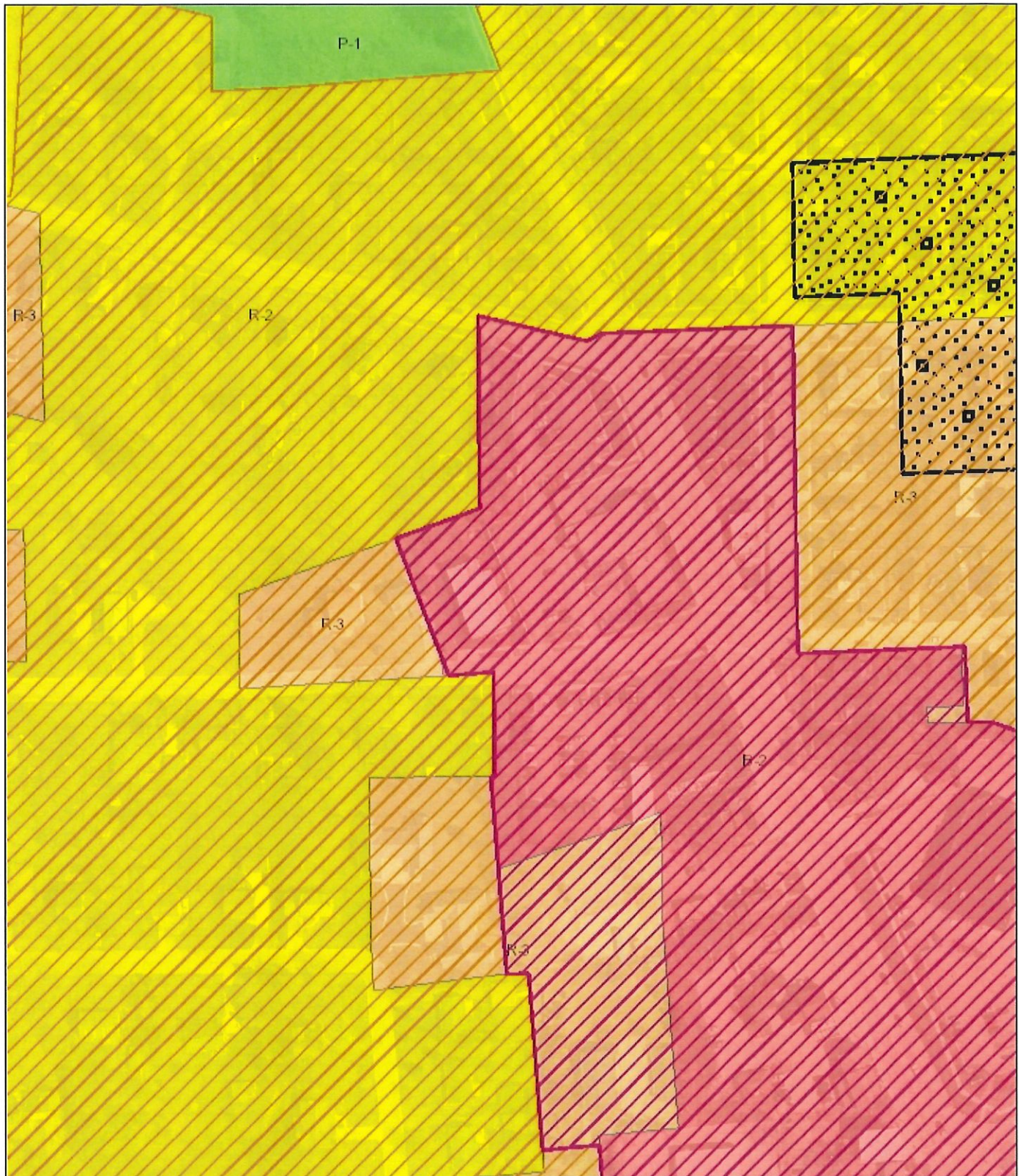


SCALE: 1" = 83'

VILLAGE OF MUKWONAGO  
440 River Crest Court  
PO Box 206  
Mukwonago, WI 53149  
262-363-6420

Print Date: 10/8/2019





Village of Mukwonago GIS  
114 Lake St B-2 VC Retail Overlay

DISCLAIMER: The Village of Mukwonago does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 167'

VILLAGE OF MUKWONAGO  
440 River Crest Court  
PO Box 206  
Mukwonago, WI 53149  
262-363-6420

Print Date: 10/8/2019



(6)

For uses within the retail center or multi-purpose perimeter sub-districts of the village center overlay zoning district that require off-street parking, or if off-street parking is voluntarily provided, off-street parking facilities design shall comply with all requirements of article V of this [chapter 100](#), except as provided below:

a.

For business off-street parking, a minimum of four spaces shall be provided, including at least one handicapped parking space.

b.

For residential off-street parking, a parking requirement of four or more spaces shall include at least one handicapped parking space.

c.

A minimum setback of three feet shall be provided between the edge of parking lot paving and/or curb and the property line.

d.

The parking lot shall be paved with a dust free surface. The use of curb and gutter to outline the parking area is encouraged.

e.

The plan commission as part of site plan review may reduce the parking lot aisle width and parking stall size (except handicapped parking spaces) to match existing parking lot sizes or to fit parking into a confined space on a property, without reducing public safety and the ability of proper movements of vehicles and emergency vehicles.

f.

The plan commission as part of site plan review may waive the parking lot aisle width and parking stall size when an existing driveway is utilized as parking for a residential to business conversion.

g.

The addition of internal and external parking lot landscaping is encouraged.

h.

The design of accessory off-street parking shall include safe pedestrian routes within and to and from the parking lot.

(j)

*Shared parking.* When accessory off-street parking is required or voluntarily provided within the village center overlay zoning district, the utilization of shared parking between uses and properties is encouraged in accordance with the following standards.

(1)

Any use required to provide accessory off-street parking may reduce its parking requirement by up to 75 percent if an equivalent number of spaces to the amount being reduced are located within 500 feet of the property of the use, and shall be subject to a shared parking agreement. The shared parking may be the parking of any other use inside or outside of the village center overlay zoning district.

(2)



Credit for parking spaces which are the subject to a shared parking agreement shall be applicable only when the parties to the agreement are property owners whose property uses have parking demands which are inconsistent with each other (i.e. daytime v. evening, weekdays v. Saturday and/or Sunday). The total off-street parking requirements of the parties of the shared parking agreement may exceed the total number of off-street parking spaces available. The shared parking agreement may extend beyond two property owners.

(3)

The shared parking agreement shall be subject to the reasonable approval of the village board, pursuant to the recommendation of the plan commission, and the following conditions are met:

a.

The agreement shall be signed by the owners of properties, and if necessary owners of the uses, included in the agreement.

b.

Termination shall require written notice to the non-terminating party or parties and the village clerk.

c.

Termination shall not become effective sooner than six months following the date of the written termination notice.



3400 BOY STUDO THEATRE

DRESSING ROOM

STAGE

GREEN ROOM

EXIT

FOYER

55'

ENTRANCE

BAR  
AREA

10 TABLES - 5 PERSONS PER TABLE

Light / Sound Booth

75'

PROP ROOM

REST ROOM  
(H.W.B.A.C.)

REST ROOM

2nd floor



## BLACK BOX OPERATING PLAN

AUDIENCE - 50 PEOPLE MAX.

ACTORS AND CREW - 20 PEOPLE MAX.

VOLUNTEER STAFF - 10 PEOPLE MAX.

PERFORMANCES - 4 SHOWS PER YEAR

6 PERFORMANCES PER SHOW

(2 WEEKENDS PER SHOW - FRIDAY, SATURDAY 6:30 - 9:30 PM)

SUNDAY 2:00 - 5:00 PM

= TOTAL 24 PERFORMANCES

REHEARSALS - MON - THURS EVE 6:30 - 9:30 PM

(USUALLY 5-6 WEEKS PRIOR TO PERFORMANCES)

Shows will be per season - WINTER, SPRING, SUMMER, FALL

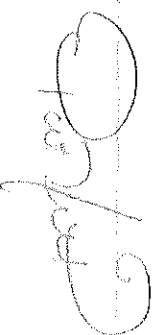
FRIDAY, SATURDAY WILL BE DINNER PERFORMANCES, CATERED

SUNDAY WILL BE DESSERT AND COFFEE SHOWS

DOORS WILL OPEN AT 6PM ON FRIDAY, 1:30PM ON SUNDAY

VENUE COULD BE MADE AVAILABLE TO OTHER GROUPS / PERFORMERS

OTHER FRIDAY & SATURDAY EVENINGS, SUNDAY AFTERNOONS





**RESOLUTION 2019-045**

**CONDITIONAL USE PERMIT  
TO APPROVE A CONDITIONAL USE PERMIT FOR A RELIGIOUS ASSEMBLY USE  
(CHURCH USE) AT 305 EAGLE LAKE AVENUE TAX KEY NO. MUKV1974-922  
REVEREND KAREN SCHEEL, BRANCHES CHURCH, APPLICANT**

**WHEREAS**, pursuant to Section 100-151 (B1 Zoning District), and 100-402 (Parking Standards), of the Village of Mukwonago Zoning Code, an application for a Conditional Use Permit has been filed for approval of a Conditional Use Permit at 305 Eagle Lake Avenue, and

**WHEREAS**, the subject site has a base zoning district of B-1, and

**WHEREAS**, the applicant has submitted plans and information required for approval of a Conditional Use Permit for a religious assembly use (church use) out of an existing storefront located at 305 Eagle Lake Avenue; and

**WHEREAS**, after proper notice pursuant to the Village of Mukwonago Zoning Code, a public hearing was noticed in the official newspaper as a Class II notice, and with notice being mailed at least ten (10) days prior to the date of such public hearing to the owners of record of the properties situated within 250 feet of the boundaries of the properties affected, a public hearing was conducted by the Village Plan Commission on October 8, 2019, and

**WHEREAS**, the request for a Conditional Use Permit as submitted by Branches Church, has been reviewed and recommended approval, by the Village Plan Commission at their October 8, 2019 meeting.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the Conditional Use Permit for approval of a Conditional Use Permit for a religious assembly use (church use) out of an existing storefront located at 305 Eagle Lake Avenue with the following conditions;

1. Approval will be unique to the applicant and this proposal only.
2. Prior to final occupancy permit, the following shall occur:
  - a. A building permit and accompanying plan set required by the Village Standards for occupancy for religious assembly shall be applied for and approved by the Building Inspector.
  - b. The Fire Chief shall review said permit for compliance with all Fire Codes and shall furnish Building Inspector and applicant with findings.
  - c. A sign permit shall be applied for and approved by the Village of Mukwonago.

Passed and dated this 16<sup>th</sup> day of October 2019.

VILLAGE OF MUKWONAGO

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

Attest: \_\_\_\_\_  
Diana A. Dykstra, Village Clerk



Village of  
**Mukwonago**  
Office of the Village Planner

---

440 River Crest Court, Mukwonago, Wisconsin 53149 -Tel. (262) 363-6420x2111-Fax (262) 363-6425 -[planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com)

September 27, 2019

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

Re: 305 Eagle Lake Avenue  
Branches Church Conditional Use  
B-1 Zoning District

Dear President Winchowky and Members of the Plan Commission:

Reverend Karen Scheel, of Branches Church, has applied for a Conditional Use Approval Review for their religious assembly use (church use) out of an existing storefront at 305 Eagle Lake Avenue.

The 1.03-acre property is located at the southwest corner of Eagle Lake Avenue (County Highway LO) and West Side Avenue. The property is a commercial property consisting of 16 parking spaces and a two tenant commercial building consisting of proposed church use and barber shop. The property is zoned as B-1, Neighborhood Business District. A church use is a conditional use in the B-1 Zoning District.

**Proposal**

The proposed use is envisioned to be a small congregational church with worship on Sunday, bi-weekly bible study, meeting individuals for counselling as needed. The building space occupied is roughly 350 square feet. As of the writing of this staff summary, staff has requested and is waiting to receive a dimensioned to scale drawing of the space to better ascertain accurate numbers.

**Zoning Review**

The proposed use is to be contained entirely within the structure space. No outside activities are requested with the application and if any outside activities are to be contemplated, the applicant shall be present during the meeting on October 8 to address any questions or concerns of the Commission. As far as zoning standards are concerned, Staff is primarily focused on occupancy loads for the structure (maximum numbers of persons at any one time) and numbers of parking spaces for the use.

Regarding occupancy, the building inspector will need to review a dimensioned building plan layout to review proper occupancy, fire egress and other building code standards prior to formal occupancy. Staff understands there may currently be space utilized and no approvals to date have been granted by the Village for such usage. Staff reviewed Sections 100-151 (B-1 Zoning District), 100-402 (Parking Standards).

Regarding Parking Standards, the religious assembly use requires one space per three seats based on the maximum capacity of the facility.



At the proposed 15 person maximum desired occupancy, this would require five (5) parking spaces. The existing 16 on site spaces are adequate to accommodate this load, in conjunction with the existing barbershop, which requires a similar number of parking spaces, as it is not specified in the Code. Barbershops are customarily by appointment, and even if not by appointment, the parking demand should be able to be accommodated with the balance of the parking spaces not utilized by the congregation at the proposed church. In addition, the times of the worship services and night meetings would be during the off-peak hours of the barbershop hours, which are typically during daytime hours and possibly closed on Sundays.

Staff has minor concerns over the occasional historically higher attendance observed at religious institutions in the area, and finds the existing parking lot and adjacent available on street parking can accommodate potential occasional large gatherings.

**Recommendation for Conditional Use**

I recommend approval of Conditional Use for religious assembly use with the conditions listed below.

1. Approval will be unique to the applicant and this proposal only.
2. Prior to final occupancy permit, the following shall occur:
  - a. A building permit and accompanying plan set required by the Village Standards for occupancy for religious assembly shall be applied for and approved by the Building Inspector.
  - b. The Fire Chief shall review said permit for compliance with all Fire Codes and shall furnish Building Inspector and applicant with findings.
  - c. A sign permit shall be applied for and approved by the Village of Mukwonago.





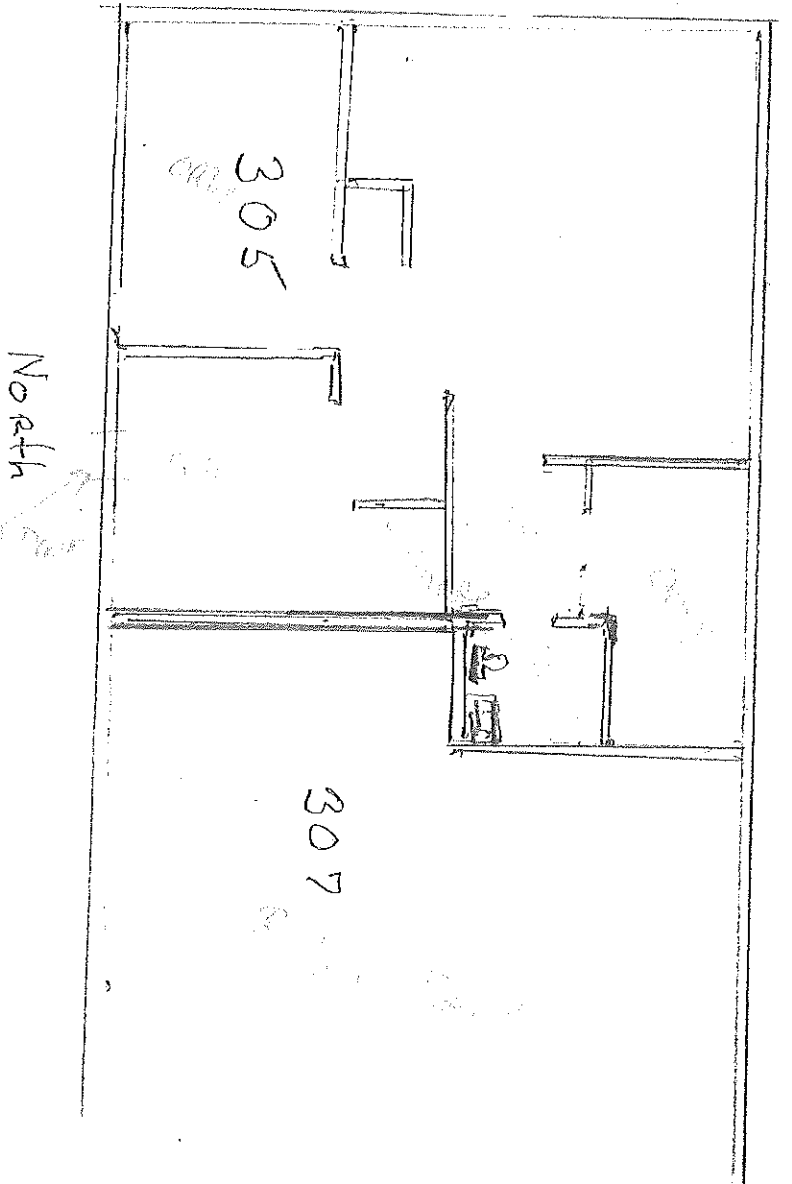
www.brancheschurchwi.org  
Mukwonago, WI

Rev. Karen R. Scheel

Pastor  
414-852-8445

pastorkaren@brancheschurchwi.org

"I am the Vine, you are the branches." John 15:5



9/2/19

817 sq. ft. Inside

1/8" Scale



*[Handwritten signature]*

THIS SURVEY IS MADE FOR THE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE OR GUARANTEE TITLE TO WITHIN ONE (1) YEAR FROM DATE HERETO.

I, MICHAEL A GHESSON, R.L. #2770, HEREBY CERTIFY THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY SURVEYS (CHAPTER A.E. 7) FOR THE STATE OF WISCONSIN AND HAS BEEN PREPARED UNDER MY DIRECTION AND CONTROL, AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

|                     |                 |
|---------------------|-----------------|
| SURVEY MADE FOR:    |                 |
| NINO COELLO         |                 |
| S-102 W63820        |                 |
| COUNTY ROAD L0      |                 |
| MUKWONAGO, WI 53149 |                 |
| DATE                | ITEM            |
| 08/08/2018          | ORIGINAL SURVEY |



VZG JGB#: 2017-153



**RESOLUTION 2019-046**

**TO APPROVE A SITE PLAN AND ARCHITECTURAL REVIEW FOR TWO PROPOSED  
NEW MINI STORAGE WAREHOUSE BUILDINGS AT 700 SWAN DRIVE**

**TAX KEYS MUKV1970998017**

**ANTHONY BASSETT, BASSETT HOLDINGS GROUP; APPLICANT  
"Mukwonago Mini Storage"**

**WHEREAS**, pursuant to Village of Mukwonago Zoning Code, an application has been filed to approve a site plan and architectural review for two new proposed mini warehouse buildings at 700 Swan Drive; and

**WHEREAS**, the subject site has a base zoning district of M-4, Medium/Heavy Industrial District; and

**WHEREAS**, after proper notice pursuant to the Village of Mukwonago Zoning Code, a public hearing was noticed in the official newspaper as a Class II notice, and with notice being mailed at least ten (10) days prior to the date of such public hearing to the owners of record of the properties situated within 250 feet of the boundaries of the properties affected, a public hearing was conducted by the Village Plan Commission on October 8, 2019; and

**WHEREAS**, the request for site plan and architectural review for two new proposed mini warehouse buildings at 700 Swan Drive TAX KEY MUKV1970-998017 as submitted, has been reviewed and recommended for approval by the Village Plan Commission on October 8, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the site plan and architectural review for two new proposed mini warehouse buildings at 700 Swan Drive TAX KEY MUKV1970-998017 as submitted, by Anthony Bassett, Bassett Holding Group subject to the following conditions:

1. Site Plan and Architectural Review approval for the new two (2) proposed storage units, shall be subject to all plans and information submitted for the application by the applicant, Design Alliance Architects, dated August 7, 2019 and August 8, 2019, and revision dated September 26, 2019 and October 4, 2019 with all plans and information on file in the office of the Zoning Administrator. The plans may be further modified to conform to other conditions of approval; the building and floor plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
2. Approval shall be valid for one (1) year from date of approval by the Village Board and will be unique to the applicant and this proposal only.
3. Prior to the start of any site construction or issuance of a building permit, whichever occurs first, the following shall occur:
  - a. All final site development plans shall be consistent with the plans noted in Condition No. 1 and all calculations verified or as modified.
  - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox box and notification requirements, internal fire suppression, external fire department connection location and hydrant locations.
  - c. Approval of building plans by the Building Inspector after receipt of approval of building plans by the State of Wisconsin.



- d. The Village Engineer, the Utilities Director and the Public Works Director shall approve all updated and revised site engineering and utility plans and documents, including a complete Erosion Control Plan, and Stormwater Management Plan. A previously approved Stormwater Management Plan may be re-approved by the Engineer, pending final review. A written statement of approval from the Village Engineer shall be sufficient to approve said document.
  - e. The Village Board shall approve a Stormwater Maintenance Agreement.
  - f. Approval of building plans shall include appropriate locations of the external mechanical equipment (if applicable) to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
  - g. Approval of landscaping plans showing amended plantings to ensure Zoning standards are met, to be approved by the Zoning Administrator.
  - h. Approval of dumpster plan specifications to ensure Zoning standards are met, as approved by the Zoning Administrator.
  - i. A pre-construction meeting shall occur with Village Staff to ensure all applicable items mentioned above have been remedied.
4. Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
    - a. Completion of all site grading in accordance with submitted and approved plans.
    - b. Completion of the storm water management basin for the overall development.
    - c. Completion of the building in accordance with approved plans and all applicable codes.
    - d. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings.
  5. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:
    - a. Completion of all items required in Condition No. 3.
    - b. Installation of all Zoning Administrator approved site landscaping as shown on approved plans.

Approved and dated this 16<sup>th</sup> day of October 2019.

VILLAGE OF MUKWONAGO

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

Attest: \_\_\_\_\_  
Diana A Dykstra, Village Clerk



Village of  
**Mukwonago**  
Office of the Village Planner

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440 River Crest Court, Mukwonago, Wisconsin 53149 -Tel. (262) 363-6420x2111-Fax (262) 363-6425 -[planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com)

September 27, 2019

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

Re: Rigibore Additional Mini Storage proposal (Tabled from September 10, 2019 Plan Commission Mtg.)  
Site Plan and Architectural Review  
700 Swan Drive

Dear President Winchowky and Members of the Village Board:

Anthony Bassett, of Rigibore, has applied for a Site Plan and Architectural Review for their two (2) proposed new mini storage warehouse buildings on their property at 700 Swan Drive.

The 2.42-acre property located at the northeast corner of Swan Drive and S. McKenzie Drive is within the original Mukwonago Industrial Park. The property has the assigned zoning district of M-4, Medium/Heavy Industrial District.

**Proposal**

This item was considered at the September 10 Plan Commission meeting and the item was recommended to be tabled, following review comments by the Commission. The decision to table was rendered based on the original plans, which showed five (5) foot wide pedestrian access trail along the perimeter of the storage units, which seemed not practical as those dropping off items would more than likely desire to drive up to each unit in their respective personal vehicles.

The revised site plan, being presented by the applicant and amended from the September 10 Plan Commission meeting, shows the same two structures to be located on the property. They include one 9,000 s.f. structure along the Eastern property line, with another 3,900 s.f. structure along the Northern property line. Both structures are single story and are proposed with eight (8) feet tall side walls, and approximately 13 feet tall to the peak of the roofs. The Eastern unit contains 60 rentable units (Per the October 4, 2019 plan set, west side access only is proposed to utilize 10 ft. wide by 30 ft. deep stalls and the east side having no access). The Northern unit contains 26 rentable units (one side proposed 10 ft. wide by 20 ft. deep stalls and the opposite side having 10 ft. wide by 10 ft. deep stalls).

Both of these units will require additional parking surface area. The applicant is proposing a 14 foot wide driveway corridor along the outer perimeter to access the 10 foot deep stalls on the 3,900 s.f. structure along the Northern property line. Staff has reviewed the additional lot coverage (impervious) and finds the setbacks are met with greenspace requirements and meets the Zoning Code requirements. Staff has a concern over the calculations presented as they will need to be verified by an engineer to verify greenspace coverage other than what is listed on the plans prior to building permit issuance.



The units are shown with a cinderblock construction, with dark grey along the bottom third and light grey on the upper two thirds of each façade. The roof is proposed as a 4/12 pitched blue metallic roof. The doors are a rolling metal door and plans do not call out finish.

### **Architectural Review**

The Zoning standards for M-4 call for brick or other hardy construction materials. The applicant is proposing a two-tone brick, façade on each of the structures, with metal rolling doors on the main sides with entrance doors along the ends. The metal roof is permissible with zoning standards in M-4.

Ultimately, the Plan Commission may review and render a determination on findings of the proposal. Staff finds the intent of the ordinance is met, pending Plan Commission recommendation.

### **Zoning Review**

Fire department review included an observed need to review the current fire hydrant locations to ensure proper spacing for each of the proposed structures. Generally, there should be no more than 300 feet between existing hydrants and Staff has advised the applicants of this potential situation prior to any building permit approval. It shall be noted staff will require a stamped set of plans for building permit issuance, and the Fire Departmental standards shall be considered during that time as well.

The amount of area covered by this request, inclusive of additional proposed paving and additional roof area brings the impervious area to the proposed 63,117 s.f., as stated on the plans, which is 59.9% of the site. The maximum allowable is the proposed 60%. Staff is inclined to approve of this, while also noting a need to address storm water run off and to verify calculations prior to final approval by staff (If Village Board approves, staff will seek to verify numbers with final site plan submittal prior to any site grading work being permitted).

In 2005, the existing 10,500 s.f. structure and associated parking area were approved, with plans that showed a potential build out. The associated Storm Water Management Agreement was drafted in accordance with Village Standards. Staff has noted through the Village Engineer a need to ensure the maintenance requirements were adhered to ensure the amount of additional run off generated with this proposal can be met. Staff generally thinks so, after reviewing past plans, and will recommend approval with the condition the applicant employ a State-licensed engineer to ensure compliance with all Storm Water Maintenance provisions of the Village Code (today's standards) and associated Storm Water Maintenance Agreement.

The proposed lighting plans will need to be amended to ensure no glare emanates into the right-of-way and onto adjacent properties (Village Code requirement). Generally, the plans are acceptable with this condition that they bring back a revised set of plans for review by the Zoning administrator.

The proposed landscaping is acceptable, with the recommendation the plantings be reviewed and proposed to better screen with year-round vegetation from the right of way as much as possible.

There is a 14 foot wide drive along the outer perimeter of the proposed north structure. Staff finds this acceptable and wide enough for vehicular travel, to accommodate a vehicle to each unit. The drive is located so that the required greenspace along the rear of the property (35 feet required greenspace) is met.



The proposed new dumpster enclosure will need to meet Zoning design standards, which shall include utilizing block walls as this would match the proposed building façade (Village Code requirement). The current plans show a dumpster fenced in area, but lacks any detail. Staff will require this to be submitted and approved prior to building permit issuance.

There is a need to supply more detailed utility and stormwater and erosion control plans, to be reviewed and approved by the Village Engineer and Utilities offices prior to start of construction.

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

I recommend approval of Site Plan and Architectural Review with the conditions listed below. The site plan conforms to M-4 setbacks and parking requirements.

1. Site Plan and Architectural Review approval for the new two (2) proposed storage units, shall be subject to all plans and information submitted for the application by the applicant, Design Alliance Architects, dated August 7, 2019 and August 8, 2019, and revision dated September 26, 2019 and October 4, 2019 with all plans and information on file in the office of the Zoning Administrator. The plans may be further modified to conform to other conditions of approval; the building and floor plans may be modified with the approval of the Zoning Administrator and Supervisor of Inspections to conform to Building and Fire Safety Codes and all plans may be further modified to conform to Village design standards. However, the basic layout and design of the site shall remain unchanged.
2. Approval shall be valid for one (1) year from date of approval by the Village Board and will be unique to the applicant and this proposal only.
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  - b. Approval of the site construction and building plans by the Fire Chief, which may include, but are not limited to, Knox box and notification requirements, internal fire suppression, external fire department connection location and hydrant locations.
  - c. Approval of building plans by the Building Inspector after receipt of approval of building plans by the State of Wisconsin.
  - d. The Village Engineer, the Utilities Director and the Public Works Director shall approve all updated and revised site engineering and utility plans and documents, including a complete Erosion Control Plan, and Stormwater Management Plan. A previously approved Stormwater Management Plan may be re-approved by the Engineer, pending final review. A written statement of approval from the Village Engineer shall be sufficient to approve said document.
  - e. The Village Board shall approve a Stormwater Maintenance Agreement.
  - f. Approval of building plans shall include appropriate locations of the external mechanical equipment (if applicable) to be placed hidden from view from neighboring properties, as approved by the Zoning Administrator.
  - g. Approval of landscaping plans showing amended plantings to ensure Zoning standards are met, to be approved by the Zoning Administrator.
  - h. Approval of dumpster plan specifications to ensure Zoning standards are met, as approved by the Zoning Administrator.



- i. A pre-construction meeting shall occur with Village Staff to ensure all applicable items mentioned above have been remedied.
- 4. Prior to temporary occupancy issuance, and if needed prior to final occupancy permit, the following shall occur:
  - a. Completion of all site grading in accordance with submitted and approved plans.
  - b. Completion of the storm water management basin for the overall development.
  - c. Completion of the building in accordance with approved plans and all applicable codes.
  - d. Completion of paving of driveways and parking lots, including parking space pavement markings and all other pavement markings.
- 5. Prior to final occupancy permit, which shall be issued no later than 120 days after any temporary occupancy permit, the following shall occur:
  - a. Completion of all items required in Condition No. 3.
  - b. Installation of all Zoning Administrator approved site landscaping as shown on approved plans.



**DRAWING INDEX:**

|      |                                     |
|------|-------------------------------------|
| SP-1 | PROPOSED SITE PLAN, DRAWING NO.20   |
| SP-2 | EXISTING SITE PLAN                  |
| SP-3 | DECK & PROPOSED SITE PLAN           |
| SP-4 | ARCHSHEET PLAN                      |
| SP-5 | SECTION/CONNECTION DETAILS          |
| SP-6 | SITE UTILITIES PLAN                 |
| SP-7 | BUILDING 2 <sup>ND</sup> FLOOR PLAN |
| SP-8 | BUILDING 3 <sup>RD</sup> FLOOR PLAN |
| SP-9 | ELEVATIONS                          |

| PROPOSED BUILDING INFORMATION: |                  |
|--------------------------------|------------------|
| CONSTRUCTION TYPE              | TYPE V           |
| BUILDING FOOTPRINT             | 11,200 S.F.      |
| NO. OF FLOORS                  | 1                |
| OCCUPANCY GROUP                | S-1              |
| SEMI-FINISHED                  | NONE             |
| SOIL BORING                    | 3,000 mm ASSUMED |

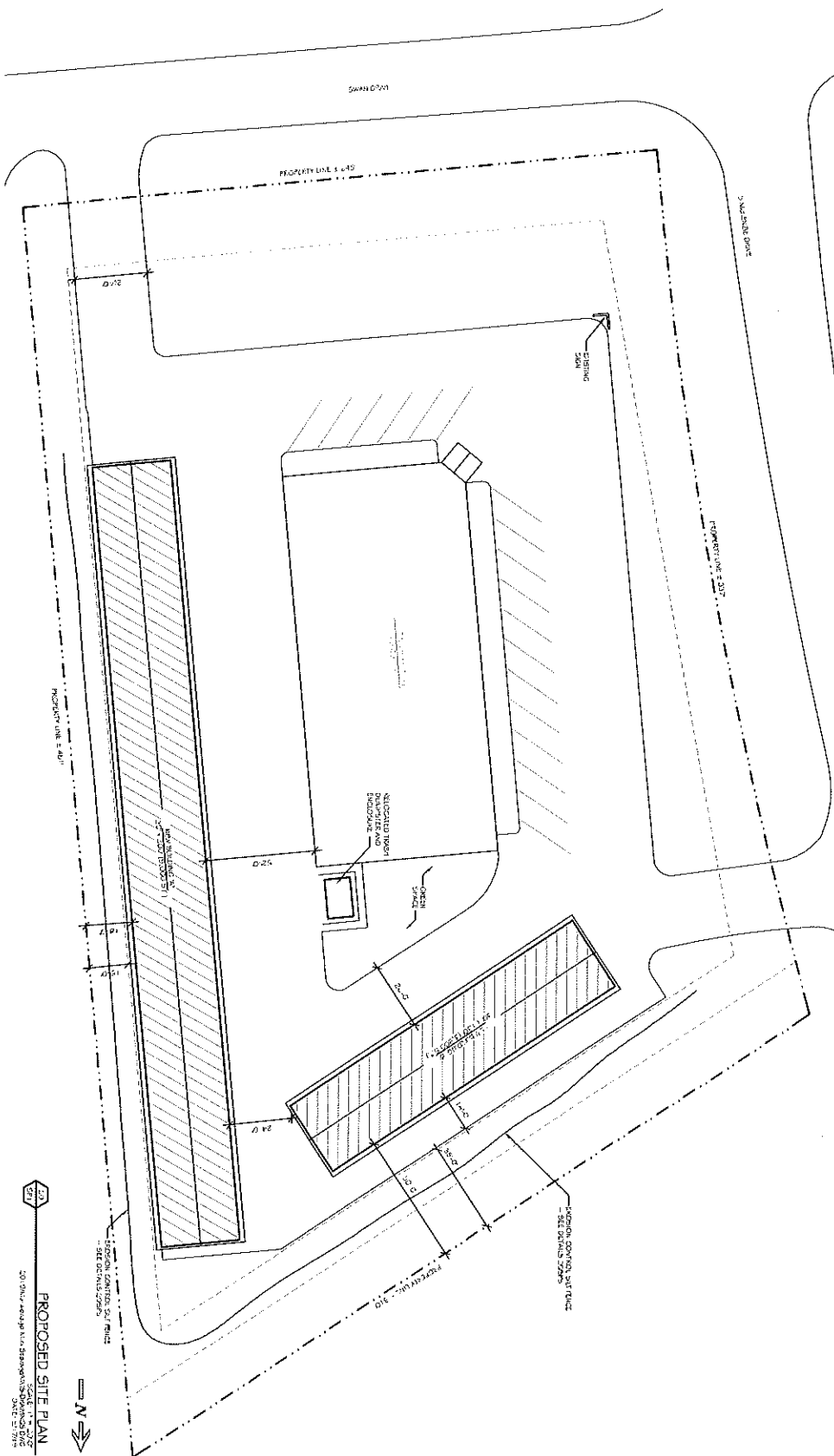
| EXISTING SITE INFORMATION: |                           |
|----------------------------|---------------------------|
| 2016 AREA                  | 21,030.5 SF (45.42 ACRES) |
| EXISTING FOOTPRINT AREA    | 16,500 SF (1.00 AC)       |
| PROPOSED FOOTPRINT AREA    | 12,000 SF (0.27 AC)       |
| PAVED PLOT AREA            | 36,800 SF (0.82 AC)       |
| ADDITIONAL AREA            | 2,500 SF (0.05 AC)        |
| GRASSY PLOT AREA           | 42,490 SF (0.97 AC)       |

| HARD SURFACE AREA:                          |           |            |
|---|-----------|------------|
| 2006 CIVIL ENGINEER / APPROVED HARD SURFACE | 04/20/05  | 14,000 SF  |
| 2006/08/03 HARD SURFACE                     | 03/17/04  | 126,000 SF |
| NET DIFFERENCE:                             | -6,262 SF | (-61.1%)   |

PRELIMINARY NOT  
FOR CONSTRUCTION

ALL DRAWINGS ARE  
1/2 SCALE SHOWN

VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.




**PROPOSED SITE PLAN**

Scale: 1" = 20'

C:\Users\mccoy\OneDrive\Documents\DWG

Date: 11-7-19

|   |  |   |  |
|---|--|---|--|
| <div> <div>  <p>1003 Madison Avenue<br/>Fort Atkinson, WI</p> </div> <div> <p>(920) 543-3404</p> </div> </div> |  | <div> <div> <p>MUKWONAGO MINI STORAGE</p> <p>700 Swan Drive</p> <p>Mukwonago, WI 53149</p> </div> <div> <p>DRAWING NAMES</p> <p>SITE PLAN</p> <p>INDEX</p> <p>SITE INFO</p> <p>SECTION A</p> <p>SECTION B</p> <p>SECTION C</p> <p>SECTION D</p> <p>SECTION E</p> <p>SECTION F</p> <p>SECTION G</p> <p>SECTION H</p> <p>SECTION I</p> <p>SECTION J</p> <p>SECTION K</p> <p>SECTION L</p> <p>SECTION M</p> <p>SECTION N</p> <p>SECTION O</p> <p>SECTION P</p> <p>SECTION Q</p> <p>SECTION R</p> <p>SECTION S</p> <p>SECTION T</p> <p>SECTION U</p> <p>SECTION V</p> <p>SECTION W</p> <p>SECTION X</p> <p>SECTION Y</p> <p>SECTION Z</p> </div> </div> |  |
| <div> <p>PROJECT DATA</p> <p>DATE: 03/20/19</p> <p>DRAWN BY: J. J. J. J.</p> <p>CHECKED BY: J. J. J.</p> <p>SHEET NO.</p> </div>  |  | <div> <p>REVISIONS</p> <p>NO.</p> <p>DESCRIPTION</p> <p>DATE</p> <p>BY</p> <p>CHECKED</p> </div>  |  |



VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.

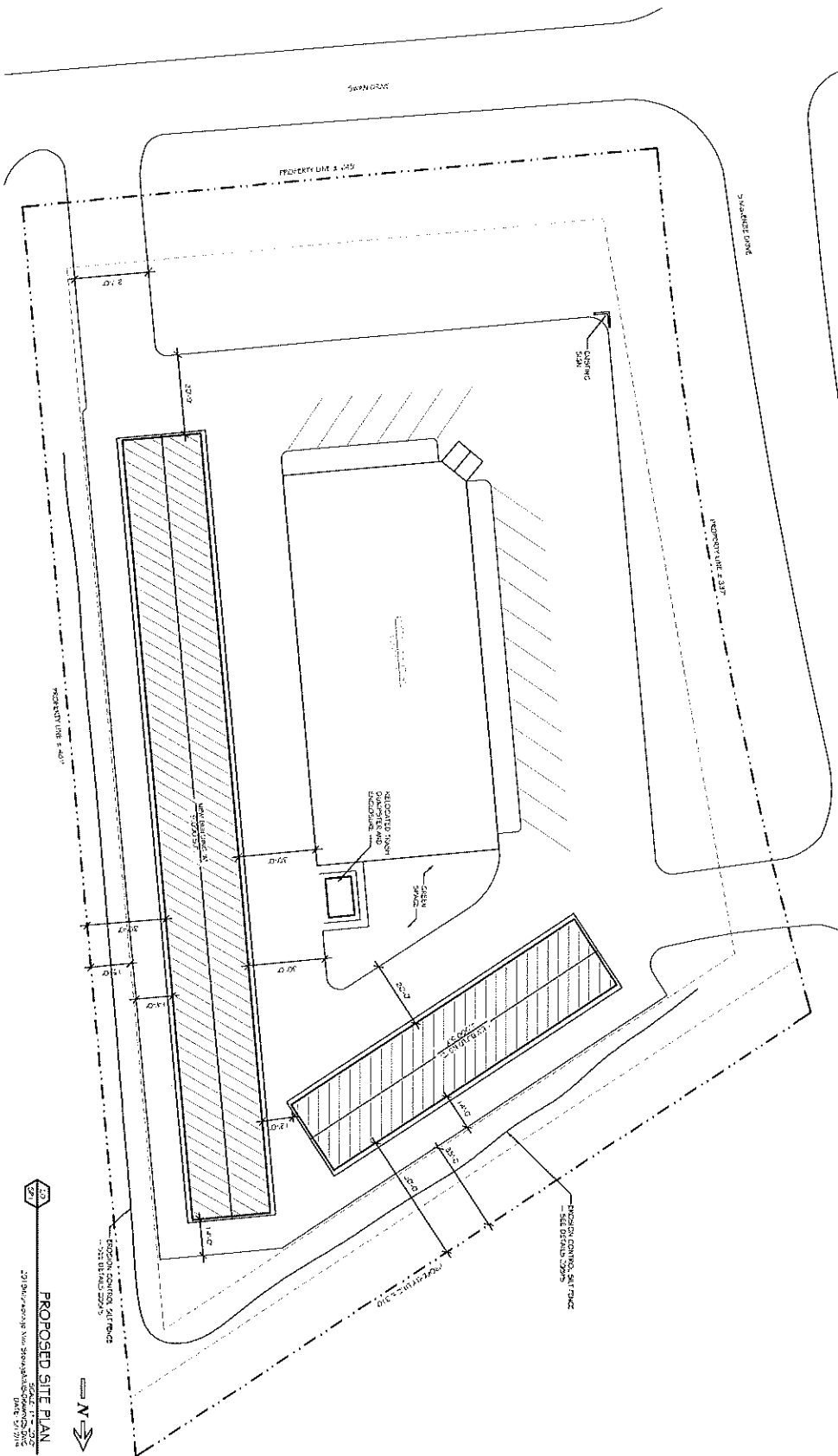
SP-1 PROPOSED SITE PLAN, DRAWING NO. 02  
SP-2 EXISTING SITE PLAN  
SP-3 DEVELOP & PROPOSED SITE PLAN  
SP-4 LANDSCAPE PLAN  
SP-5 EROSION CONTROL DETAILS  
SP-6 SITE UTILITIES PLAN  
SP-7 BUILDING & FLOOR PLAN  
SP-8 BUILDING & FLOOR PLAN  
SP-9 ELEVATIONS

ADDITIONAL TWO MILE-STANDING  
WITH STORAGE BUILDINGS TO SELL.

|                    |                   |
|--------------------|-------------------|
| CONSTRUCTION TYPE  | TYPE VIB          |
| BUILDING FOOTPRINT | (2,900 S.F.)      |
| NO. OF FLOORS      | 1                 |
| OCCUPANCY CLASS    | S-1               |
| SEISMIC ZONE       | NO. 1             |
| SOIL BEARING       | 3,000 PSI ASSUMED |

|                         |              |              |
|-------------------------|--------------|--------------|
| SITE AREA               | 51.00-330.57 | (+/-) 42.00% |
| EXISTING FOOTPRINT AREA | 10,500.57    | (10.5%)      |
| PROPOSED FOOTPRINT AREA | 12,500.57    | (12.5%)      |
| PAVING AREA             | 25,000.57    | (49.2%)      |
| SEALING AREA            | 2,500.57     | (2.7%)       |
| GREEN SPACE AREA        | 4,250.57     | (8.0%)       |


|  |              |        |
|--|--------------|--------|
| 100% CIVIL ENGINEERED / APPROVED TWO SURFACE | 61.500 S.F.  | 12.0%  |
| REINFORCED HARD SURFACE                      | 43.042 S.F.  | (8.0)% |
| NET DIFFERENCE                               | -18.058 S.F. | -3.6%  |



ALL DRAWINGS ARE  
1/2 SCALE SHOWN

PROPOSED SITE PLAN  
SCALE: 1" = 20'

# SITE PLAN

|  |  |   |
|--|--|---|
| DRAWING NAMES<br>SITE PLAN<br>INDEX<br>SITE INFO | MUKWONAGO MINI STORAGE<br>700 Swan Drive<br>Mukwonago, WI 53149                      | <br>1003 Madison Avenue<br>Fort Atkinson, WI<br>(608) 663-3404 |
| REVISIONS  | PROJECT DATA<br>DATE: 9/26/2019<br>DRAWN BY: CLC/LC<br>CHECKED BY: P.W.<br>SHEET NO. |   |










VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.

**DEMO & PROPOSED PLAN**

SHEET 1 - OF 2  
 20190608000 New Brighton WALKWAY AND  
 EAST 24709

|  |  |   |  |
|--|--|---|--|
| MUKWONAGO MINI STORAGE<br>700 Swan Drive<br>Mukwonago, WI 53149      |  |  |  |
| DRAWING NAMES<br>PROPOSED SITE PLAN<br>WITH DEDD                     |  | 1003 Madison Avenue<br>Fort Johnson, WI<br>(920) 543-5404                             |  |
| REVISIONS  |  |   |  |
| PROJECT DATA<br>DATE: 06/02/08<br>DRAWN BY: CLC/L<br>CHECKED BY: JAW |  |   |  |
| SHEET NO.  |  |   |  |
| SP-3   |  |   |  |

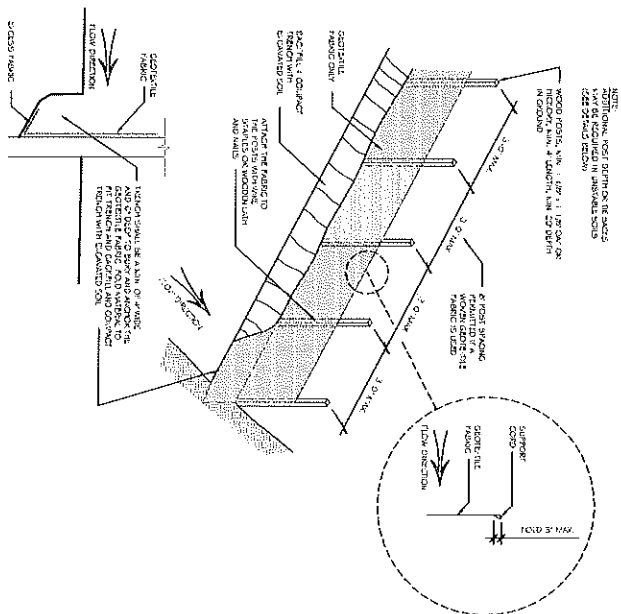




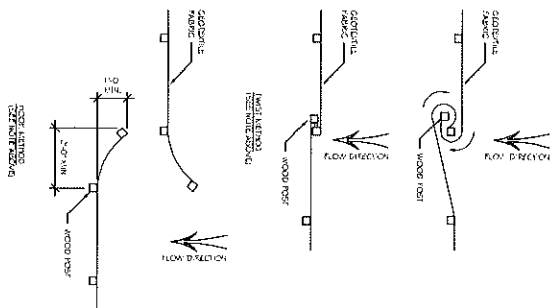


VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE IMMEDIATELY IN WRITING OF ANY DISCREPANCIES PRIOR TO START.

ALL DRAWINGS ARE  
1/2 SCALE SHOWN



NOTE:  
WOOD POSTS SHALL BE 1.0' DIA. x 1.0' x 1.0'. A CONNECTION SHALL BE PROVIDED AT THE TOP OF THE POST TO THE GEOTEXTILE FABRIC TO PREVENT THE POST FROM PULLING OUT OF THE FABRIC. THE FABRIC SHALL BE 1.0' x 1.0' x 1.0'.



23 EROSION CONTROL DETAILS  
2019-01-15  
DATE: 1/15/19

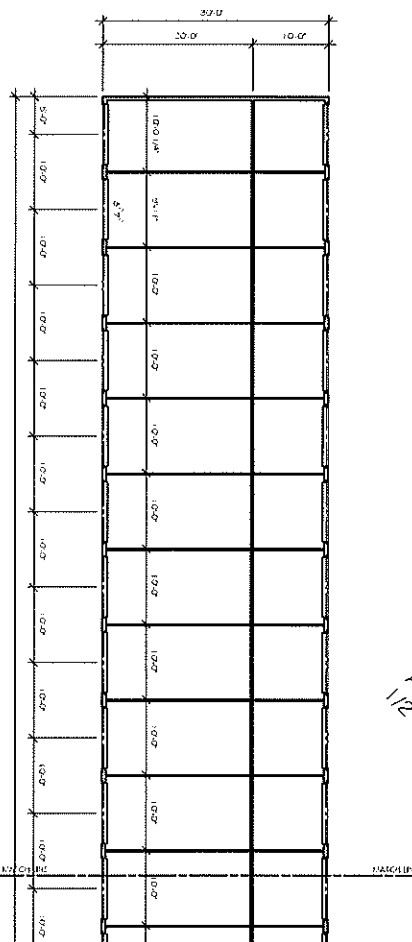
| <div> <p>1005 Madison Avenue<br/>Fort Atkinson, WI</p> <p>(608) 543-5464</p> </div>                      | <p><b>MUKWONAGO MINI STORAGE</b><br/>700 Swan Drive<br/>Mukwonago, WI 53149</p>   |             |     |             |  |  |  |  |  |  |
|--|---|-------------|-----|-------------|--|--|--|--|--|--|
|  | <p><b>DRAWING NAMES</b></p> <p>EROSION CONTROL DETAILS</p>  |             |     |             |  |  |  |  |  |  |
|  | <p><b>REVISIONS</b></p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table> |             | NO. | DESCRIPTION |  |  |  |  |  |  |
|  | NO.   | DESCRIPTION |     |             |  |  |  |  |  |  |
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| <p><b>PROJECT DATA</b></p> <p>DATE: 08/20/18<br/>DRAWN BY: C.J.L.<br/>CHECKED BY: L.W.<br/>SHEET NO.</p> |   |             |     |             |  |  |  |  |  |  |

SP-5

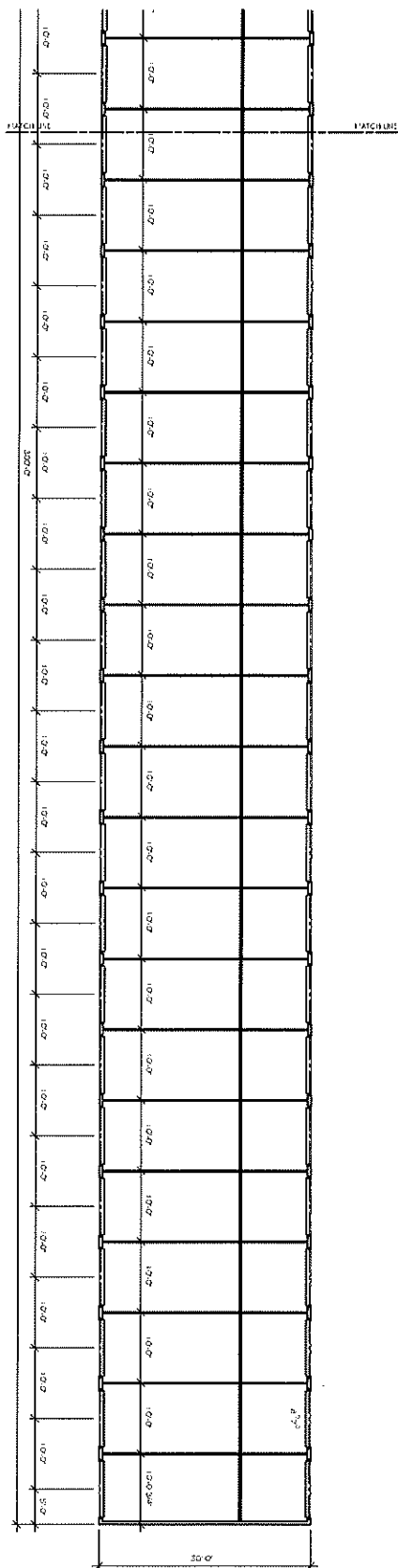


VERIFY ALL CONDITIONS AND DIMENSIONS ON THE JOB AND NOTIFY THE DESIGN ALLIANCE ARCHITECTS, INC. OF ANY DISCREPANCIES PRIOR TO START.

ALL DRAWINGS ARE 1/2" SCALE SHOWN



BUILDING A:  
PRELIMINARY FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
DATE: 9/22/2019



BUILDING A:  
PRELIMINARY FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
DATE: 9/22/2019

|   |  |   |  |  |
|---|--|---|--|--|
| <p><b>Design Alliance Architects, Inc.</b></p> <p>1005 Madison Avenue<br/>Fort Atkinson, WI</p> <p>(820) 585-3404</p> |  | <p><b>MUKWONAGO MINI STORAGE</b></p> <p>700 Swan Drive<br/>Mukwonago, WI 53149</p>            |  | <p><b>DRAWING NAMES</b></p> <p>BUILDING A: 1000-12AN</p> |
| <p><b>REVISIONS</b></p>   |  | <p><b>PROJECT DATA</b></p> <p>DATE: 9/22/2019<br/>DRAWN BY: C.J.C.L.<br/>CHECKED BY: P.W.</p> |  | <p><b>SHEET NO.</b></p> <p>A-1</p>                       |



ALL DRAWINGS ARE  
1/2 SCALE SHOWN

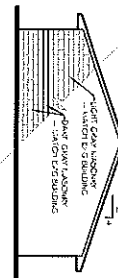
SCALE: 1/8" = 1'-0"  
DATE: 5/7/2019

|  |  |                     |  |                  |  |  |  |  |  |   |  |
|--|--|---------------------|--|------------------|--|--|--|--|--|---|--|
| <p>DATE: 09/28/2019<br/>         DRAWN BY: C.J.C/L<br/>         CHECKED BY: P.W.</p> <p>SHEET NO.</p> <p>A-2</p> |  | <p>PROJECT DATA</p> |  | <p>REVISIONS</p> |  | <p>DRAWING NAMES</p> <p>BUILDING AT: 1000 N. TAN</p> |  | <p>MUKWONAGO MINI STORAGE<br/>         700 Swan Drive<br/>         Mukwonago, WI 53149</p> |  | <p>the Design Alliance Architects, Inc.</p> <p>1005 Madison Avenue<br/>         Fort Atkinson, WI</p> <p>(608) 864-3404</p> |  |
|--|--|---------------------|--|------------------|--|--|--|--|--|---|--|

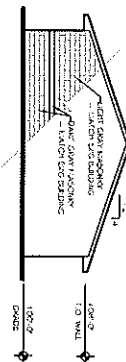


VERIFY ALL CONDITIONS AND DIMENSIONS ON  
SITE PRIOR TO CONSTRUCTION. THE ARCHITECT  
ARCHITECTS, INC. OF ANY DISCREPANCIES  
PRIOR TO START

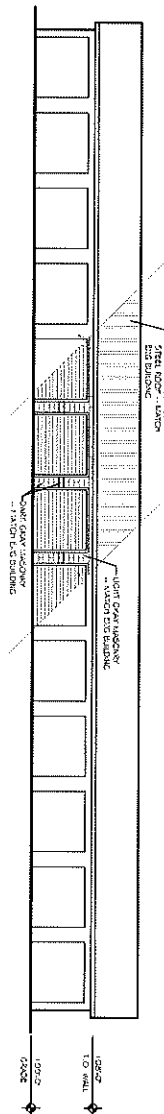
ALL DRAWINGS ARE  
1/2" SCALE SHOWN



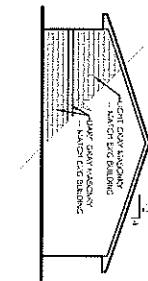
**BUILDING B:**  
**EAST ELEVATION**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19



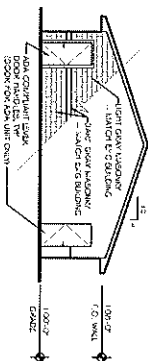
**BUILDING B:**  
**WEST ELEVATION (ROAD-FACING)**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19



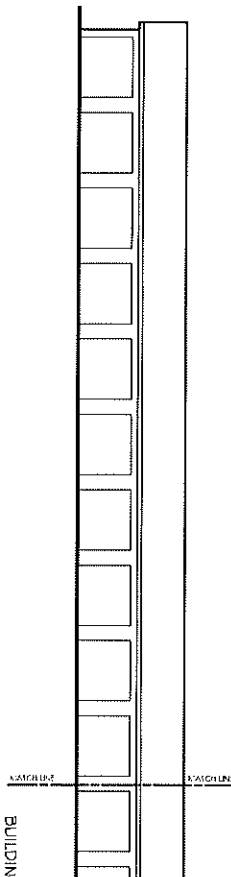
**BUILDING B:**  
**NORTH / SOUTH ELEVATION**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19



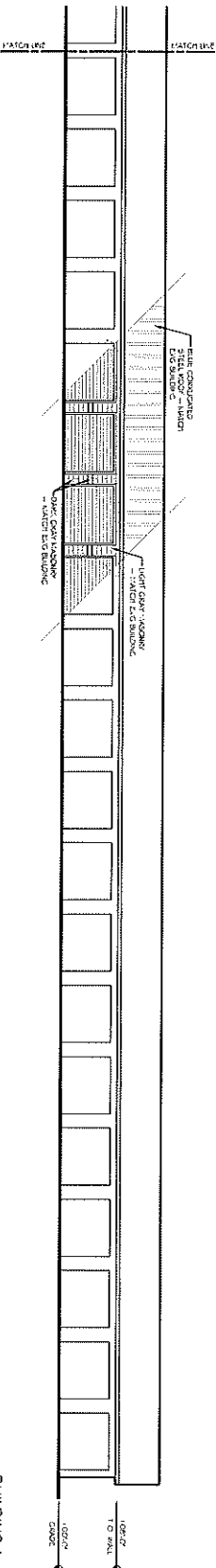
**BUILDING A:**  
**NORTH ELEVATION**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19



**BUILDING A:**  
**SOUTH ELEVATION (ROAD-FACING)**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19



**BUILDING A:**  
**EAST / WEST ELEVATION**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19



**BUILDING A:**  
**EAST / WEST ELEVATION**  
SCALE: 1/2" = 1'-0"  
2019-04-09 by the design architects, inc.  
DATE: 04/09/19

**Design Alliance Architects, Inc.**  
1005 Madison Avenue  
Fort Atkinson, WI  
(920) 583-3404

**MUKWONAGO MINI STORAGE**  
700 Swan Drive  
Mukwonago, WI 53149

| DRAWING NAMES    |
|------------------|
| ELEVATIONS       |
| REVISIONS        |
| PROJECT DATA     |
| DATE: 06/08/19   |
| DRAWN BY: CLJ/CL |
| CHECKED BY: PW   |
| SHEET NO.        |
| A-3              |



Rigibore Inc  
700 Swan Drive  
Mukwonago WI53149  
USA

Village of Mukwonago  
PO Box 206

8 August, 2019

Full Legal Name :- Bassett Holding Group INC

Plan of Operation :-

1. Use of the new build will be for 41 units of 10x20 and 41 units of 10x10 storage facility to confirm to zoning district M-4.
2. Hours of operation will be 8am to 4 pm , but would be available 24hours a day to customer to visit.
3. Number of expected additional employees would be 1.
4. Storage or disposition of flammable liquids will not be allowed at this new facility.
5. Estimated build out value should be between \$400K – 450K.
6. Bassett Holding is wanting to use its land to add an additional revenue stream to our existing operation. Both operation would be separate run companies and would be divided off accordingly.



**RESOLUTION 2019-047**

**RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO COMBINE FOUR PARCELS INTO ONE PARCEL AT 915 MAIN STREET, MIKKO ERKAMAA APPLICANT, TAX KEYS MUKV2009965001, MUKV201977, MUKV2009965002, AND MUKV2010978**

**WHEREAS**, pursuant to Article IV of the Land Division Ordinance, a 1-Lot Certified Survey Map for the vacant multiple four (4) properties located on west side of South Main Street, commonly known as 915 Main Street, 4.37 AC vacant property, in the Village of Mukwonago, was filed in the office of the Village Clerk, Village of Mukwonago, Wisconsin, and

**WHEREAS**, the application was submitted by Mikko Erkamaa, to create a single 4.37 acre buildable lot out, to be known as Lot 1, of the existing four separate parcels, and

**WHEREAS**, the Certified Survey Map dated September 26, 2019 has been reviewed and recommended for approval by the Village Plan Commission on October 8, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves said Certified Survey Map with the following conditions. :

1. Upon approval, the Village Board President (also as Chair of Village Plan Commission) and Village Clerk shall sign the document.
2. Reference Pedestrian Path Easement listed on CSM shall be recorded within 30 days of approval of this CSM.

Passed and dated this 16<sup>th</sup> day of October, 2019.

VILLAGE OF MUKWONAGO

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

Attest: \_\_\_\_\_  
Diana A Dykstra, Village Clerk-Treasurer



Village of  
**Mukwonago**  
Office of the Village Planner

---

440 River Crest Court, Mukwonago, Wisconsin 53149 -Tel. (262) 363-6420x2111-Fax (262) 363-6425 -planner@villageofmukwonago.com

September 27, 2019

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

Re: Certified Survey Map  
The Pointe Apartments aka 915 Main Street Property  
**Tax Key Nos. Parcel: MUKV2009965001, MUKV2010977, MUKV2009965002, MUKV2010978**

Dear President Winchowky and Members of the Plan Commission:

Mikko Erkamaa, on behalf of Walker & Dunlop, is proposing to combine properties into one ownership in order to pursue development on property set to be sold to them from the Village of Mukwonago.

This follows action to approve a Site Development Plan as part of a Planned Unit Development via resolution number 2019-025 on May 15, 2019.

One of the conditions listed that the applicant shall combine the four lots into one lot. The proposed Certified Survey Map (CSM) proposes to do this.

The proposal will result in one lot, at 4.37 acres in size and include information on the CSM such as easement information, including an easement for a public pedestrian walking trail along Lower Phantom Lake and Electric Railroad easement along the Western edge of the resulting Lot 1.

**Property location**

West side of intersection of Main Street and River Crest Court.

**Property owner/applicant**

Village of Mukwonago is owner of the property and intends to sell property to Walker & Dunlop on or around October 4, 2019. The applicant is Walker & Dunlop.

**Zoning**

The subject property is currently zoned B-2, General Business District, with Business Mixed Use Overlay District (BMX). The BMX overlay permits for specific multiple family planned unit consideration and this approval was granted to the applicant of this CSM via resolution in May of 2019.



**Review by Village Engineer** The Village Engineer has reviewed the proposed certified survey map and gave some minor comments which have been addressed during the preparation of the final certified survey map dated September 26, 2019 (attached).

**Potential motion recommending approval**

I Recommend approval to the Village Board subject to the following conditions prior to the CSM being recorded or as stated otherwise:

1. Upon approval, the Village Board President (also as Chair of Village Plan Commission) and Village Clerk shall sign the document.
2. Reference Pedestrian Path Easement listed on CSM shall be recorded within 30 days of approval of this CSM.

Sincerely,

Ben Kohout, AICP  
Village Planner/Zoning Administrator

**Attachments:**

1. Application materials with certified survey map dated September 26, 2019.



# CERTIFIED SURVEY MAP NO.

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

N. LINE OF THE NE 1/4 SECTION 35-5-18  
(N89°35'49"E 2178.55)

N89°35'49"E 1013.82

(P.O.C.) N.W. CORNER OF THE  
NE 1/4,  
SEC. 35-5-18  
CONC. MON. W/ BRASS CAP  
WISCONSIN STATE PLANE COORD.  
SYSTEM-SOUTH ZONE  
N 316,856.12, E 2,446,266.39

MEANDER CORNER NE CORNER  
OF THE NE 1/4,  
SEC. 35-5-18  
CONC. MON. W/ BRASS CAP  
WISCONSIN STATE PLANE COORD.  
SYSTEM-SOUTH ZONE  
N 316,871.44, E 2,448,444.76

ALL BEARINGS ARE REFERENCED TO GRID NORTH OF THE WISCONSIN STATE  
PLANE COORDINATE SYSTEM (NAD 1927 DATUM) - SOUTH ZONE, IN WHICH  
THE NORTH LINE OF THE N.E. 1/4 OF SECTION 35-5-18, IS TAKEN TO BEAR  
NORTH 89°35'49" EAST.

## OVERALL DETAIL

### SHEET



**LOT 2**  
2,454 S.F.  
0.563 Ac.

WHISPERING BAY  
CONDOMINIUM  
PHASE 1

WHISPERING BAY  
CONDOMINIUM  
PHASE 2

FRIENDS OF EAST TROY  
(100' WIDE R.O.W.)

LOWER PHANTOM  
LAKE

RAILROAD NO.  
(100' WIDE R.O.W.)

MAN STREET (C.T.H. ES)  
(R.O.W. WIDTH VARIES)

**LOT 1**  
190,575 S.F.  
4.3760 Ac.

PARCEL A  
CSM 1801

PARCEL B  
CSM 6450

### LEGEND:

- - INDICATES Section Corner (See Plan for Details)
- - INDICATES "Found" 0.75" iron rod
- - INDICATES "Found" 1" iron pipe, unless noted otherwise.

### CURVE TABLE:

| NO. | RADIUS  | CENTRAL ANGLE | ARC     | CHORD   | CHORD BEARING | TANGENT IN  | TANGENT OUT |
|-----|---------|---------------|---------|---------|---------------|-------------|-------------|
| C1  | 4005.88 | 14°38'20"     | 1023.48 | 1020.70 | N38°55'37"E   | S46°14'47"W | S31°38'27"W |
| C2  | 4105.88 | 2°45'45"      | 197.97  | 197.95  | S40°23'56"W   | S41°46'49"W | S38°01'04"W |

### PREPARED BY:

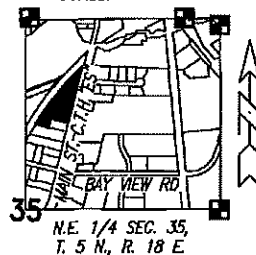
TRIO ENGINEERING, LLC  
4100 N. CALHOUN ROAD,  
SUITE 300  
BROOKFIELD, WI 53005  
PHONE: 262-790-1480  
FAX: 262-790-1481

### OWNER:

THE POINTE APARTMENTS, LLC  
W3488 COUNTY ROAD J  
EAST TROY, WI 53120  
PHONE: 262-912-7080

### LOCATION MAP

SCALE: 1"=2000'



DRAFTED THIS 26TH DAY OF SEPTEMBER, 2018  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01  
SHEET 1 OF 7



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

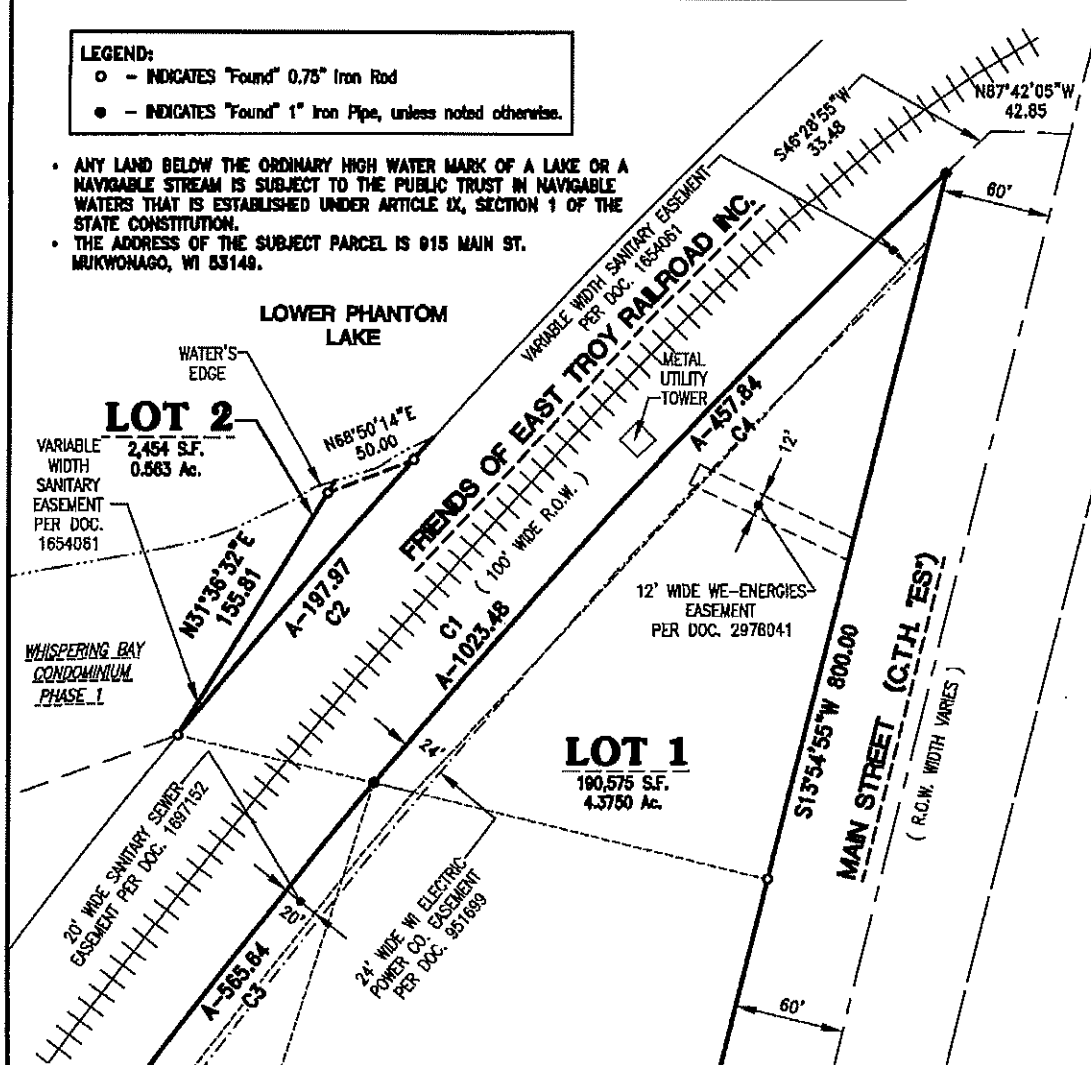
BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

## EXISTING EASEMENT DETAIL SHEET

### LEGEND:

- - INDICATES "Found" 0.75" Iron Rod
- - INDICATES "Found" 1" Iron Pipe, unless noted otherwise.

- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- THE ADDRESS OF THE SUBJECT PARCEL IS 915 MAIN ST. MUKWONAGO, WI 53149.



### CURVE TABLE:

| NO. | RADIUS  | CENTRAL ANGLE | ARC    | CHORD  | CHORD BEARING | TANGENT IN  | TANGENT OUT |
|-----|---------|---------------|--------|--------|---------------|-------------|-------------|
| C3  | 4005.88 | 8°05'25"      | 565.64 | 565.17 | N35°39'10"E   | S39°41'52"W | S31°36'27"W |
| C4  | 4005.88 | 6°32'55"      | 457.84 | 457.59 | N42°58'20"E   | S46°14'47"W | S39°41'52"W |



SCALE: 1"=80'



DRAFTED THIS 26TH DAY OF SEPTEMBER, 2018  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

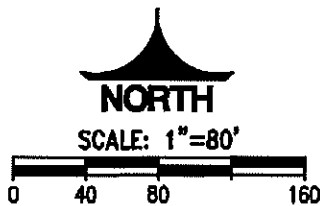
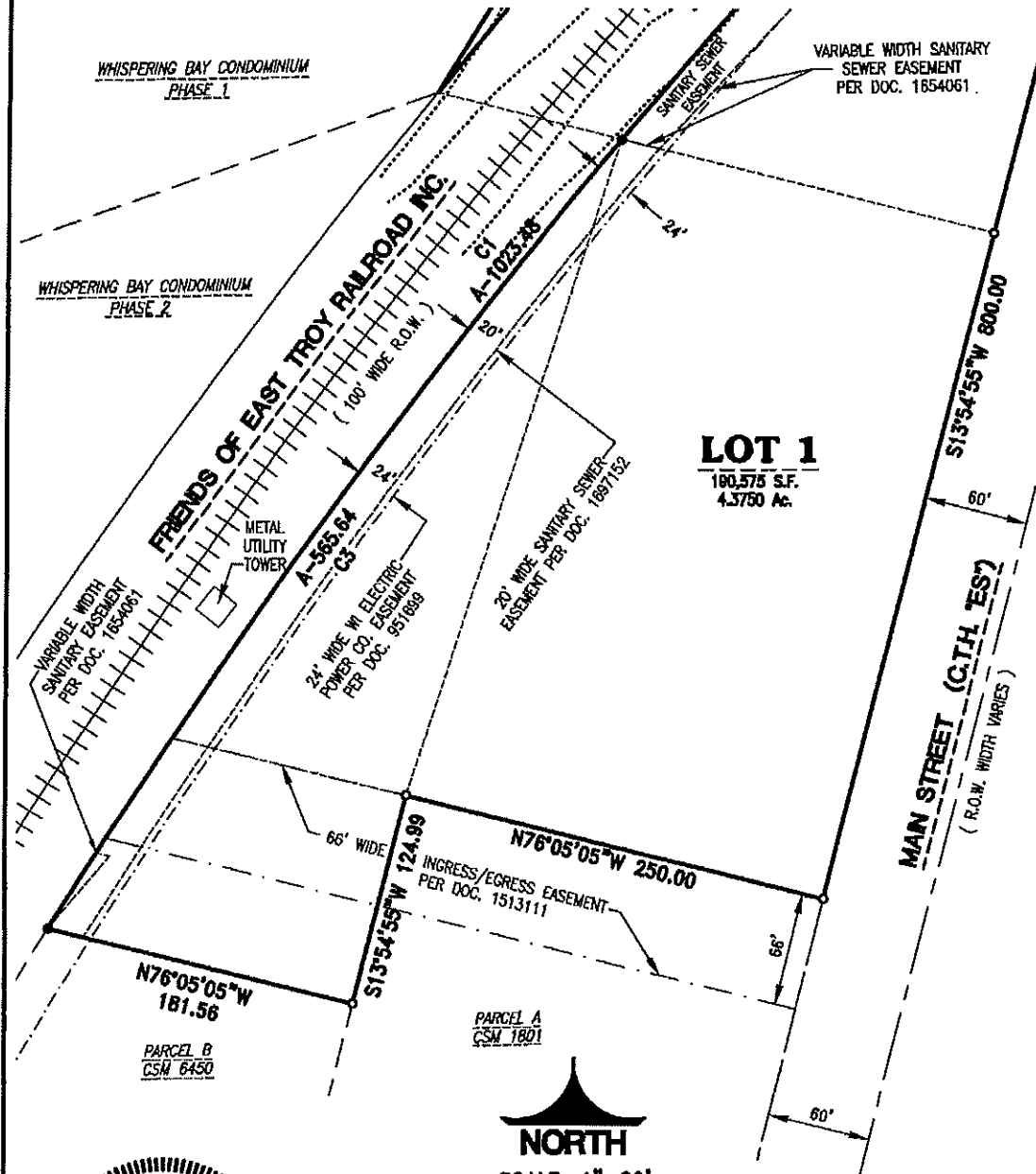
JOB NO. 18-006-1059-01  
SHEET 2 OF 7



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

## EXISTING EASEMENT DETAIL SHEET



**LEGEND:**  
○ - INDICATES "Found" 0.75" Iron rod  
● - INDICATES "Found" 1" Iron pipe, unless noted otherwise.

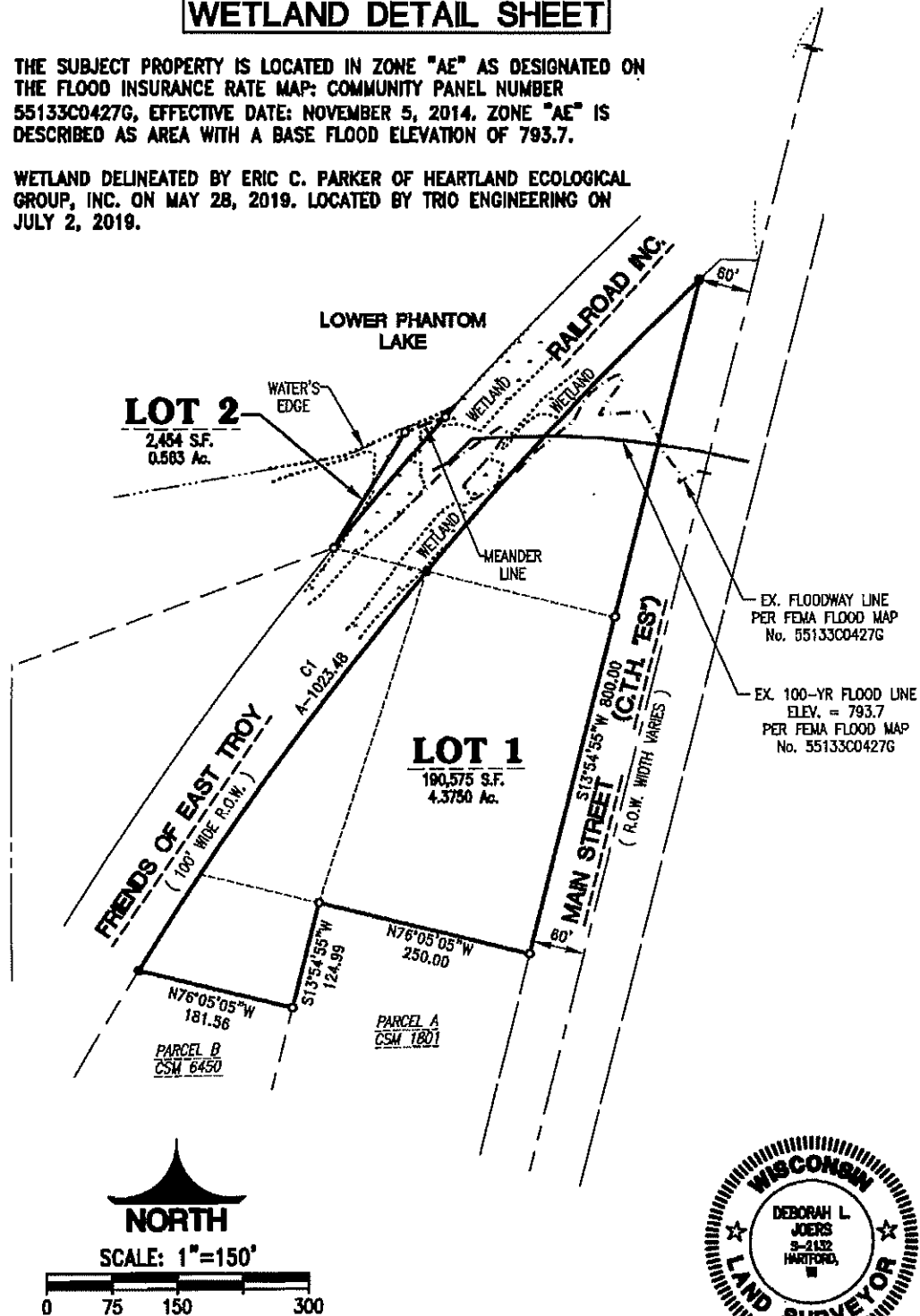
DRAFTED THIS 26TH DAY OF SEPTEMBER, 2018  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-008-1059-01  
SHEET 3 OF 7



BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35, TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

- THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBER 55133C0427G, EFFECTIVE DATE: NOVEMBER 5, 2014. ZONE "AE" IS DESCRIBED AS AREA WITH A BASE FLOOD ELEVATION OF 793.7.
- WETLAND DELINEATED BY ERIC C. PARKER OF HEARTLAND ECOLOGICAL GROUP, INC. ON MAY 28, 2019. LOCATED BY TRIO ENGINEERING ON JULY 2, 2019.



DRAFTED THIS 26TH DAY OF SEPTEMBER, 2018  
THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

JOB NO. 19-006-1059-01  
SHEET 4 OF 7

\\C:\000\1059\19006-01\Survey\CSM\530CSM01.dwg



BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WAUKESHA)

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Town 5 North, Range 18 East, in the Village of Mukwonago, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

That I have made such survey, land division and map by the direction of the **THE POINTE APARTMENTS, LLC**, owners of said lands.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

A circular professional seal for a Wisconsin Land Surveyor. The outer ring contains the text "WISCONSIN" at the top and "LAND SURVEYOR" at the bottom, separated by two five-pointed stars. The inner circle contains the text "DEBORAH L. JOERS", "S-2132", and "HARTFORD, WI" arranged vertically.

I:\LOBBY\WPDOCS\DOCUMENT\059\1906-01\Survey\A530-Certified Survey Map\Legal The Pointe Apartments CSM.doc



**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE OF DEDICATION:**

THE POINTE APARTMENTS, LLC, as owner, do hereby certify that it caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THE POINTE APARTMENTS, LLC

\_\_\_\_\_  
Michael Erkamaa, Representative

STATE OF WISCONSIN     )  
                                      ) ss  
COUNTY OF                 )

Personally, came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the above-named, Michael Erkamaa, Representative, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of The Pointe Apartments, LLC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires: \_\_\_\_\_

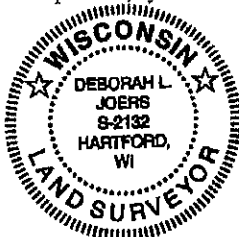
**CONSENT OF CORPORATE MORTGAGEE:**

CITIZEN BANK, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing and mapping of the land described on this Certified Survey Map, and does hereby consent to the above certificate of THE POINTE APARTMENTS, LLC, owner, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Brett Engelking, Vice President

STATE OF WISCONSIN     )  
                                      ) ss  
COUNTY OF                 )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, Brett Engelking, Vice President of the above named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation, by its authority.



\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires: \_\_\_\_\_

Drafted this 26th Day of September, 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01

SHEET 6 OF 7

L:\LOBBY\SWP\DOCS\DOCUMENT\10591\0006-01\Survey\530-Certified Survey Map\Legal The Pointe Apartments CSM.doc



**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**PLAN COMMISSION APPROVAL:**

Approved by the Planning Commission of the Village of Mukwonago on this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

\_\_\_\_\_  
Fred Winchowky, Chairman

**VILLAGE BOARD APPROVAL CERTIFICATE:**

Approved by the Village Board of the Village of Mukwonago on this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

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

\_\_\_\_\_  
Diana Dykstra, Clerk/Treasurer



Drafted this 26th Day of September, 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

L:\LOBBYS\WPD\DOCS\DOCUMENT\1059\19006-01\Survey\530-Certified Survey Map\Legal The Pointe Apartments CSM.doc

Job. No. 19-006-1059-01

SHEET 7 OF 7



**RESOLUTION 2019-048**

**RESOLUTION APPROVING THE EXTRATERRITORIAL REVIEW OF ONE LOT CERTIFIED  
SURVEY MAP WITHIN THE TOWN OF EAST TROY – N9194 EAST SHORE ROAD  
ROB BERN, APPLICANT**

**WHEREAS**, pursuant to the Village of Mukwonago Land Division Ordinance and the State of Wisconsin Plat Act (Chapter 236), an application for extraterritorial review of a Certified Survey Map for the property with the current tax key number of PET900008 and PMGH00001, located within the Town of East Troy, was filed in the office of the Village Clerk, Village of Mukwonago, Wisconsin, and

**WHEREAS**, the application was submitted by Atlas Survey, representing Rob and Lisa Bern, and

**WHEREAS**, the subject property, located along the east side of East Shore Drive, falls within the 1.5-mile extraterritorial plat review area surrounding the corporate boundary of the Village of Mukwonago, and

**WHEREAS**, the Plat Act allows the Village the opportunity to review any land division that is within the 1.5-mile extraterritorial plat review area for compliance with the Village Comprehensive Plan, and

**WHEREAS**, a said CSM has been reviewed and recommended by the Village Plan Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the extraterritorial review of a Certified Survey Map for the property with the current tax key number of PET900008 and PMGH00001, located within the Town of East Troy, finding that the Certified Survey Map conforms to the Village Comprehensive Plan.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** approval of the Certified Survey Maps shall be subject to the following conditions:

1. Prior to Village signature placement the signature shall be listed as Diana Dykstra, Village Clerk-Treasurer.
2. Prior to Village signature placement on the Certified Survey Map, the Town of East Troy shall provide the Village Planner with documentation of Town approval.

Passed and dated this 16<sup>th</sup> day of October, 2019.

VILLAGE OF MUKWONAGO

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

Attest: \_\_\_\_\_  
Diana A Dykstra, Village Clerk-Treasurer



**Village of**  
**Mukwonago**  
Office of the Village Planner

---

440 River Crest Court, Mukwonago, Wisconsin 53149 -Tel. (262) 363-6420x2111-Fax (262) 363-6425 -[planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com)

October 1, 2019

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

Re: Extra Territorial CSM – Town of East Troy – N9194 East Shore Road

Dear President Winchowky and Members of the Plan Commission:

Rob Bern has applied for a Certified Survey Map (CSM) outside of, but within 1.5 miles of, the Village of Mukwonago Boundary, in the Town of East Troy. Pursuant to state law, the Village has an opportunity to review the CSM under extraterritorial plat review authority. The property is outside the ultimate Village boundary pursuant to the Town-Village boundary agreement.

The 1.67-acre property is located on the East side of East Shore Road, approximately 500 feet south of the intersection of E. Shore Rd. and Beach Rd. The property is currently used as a single family residence.

**Proposal**

The proposal is to combine the North ½ of the existing south vacant lot (9,500 sf.) into the boundary of the lot with the residence upon it (1.67-acre lot). An inspection of the aerial photograph shows the existing residence extends into the south adjacent lot and the resulting parcel will be at 1.77 acres, with the residence entirely within the resulting CSM.

The purpose of the CSM is to combine two lots into one larger residential lot. A parallel review process is occurring with the Town of Mukwonago.

**Zoning Review**

The Village has this area outside of the ultimate Village Boundary Agreement with the Town of East Troy. The Village Recommended Land Use for 2035 shows this area for Medium Lot Single Family – 25,000 s.f. min. lot size. There are no staff concerns with this request.

**Recommendation for Site Plan and Architectural Review**

State law allows the Village to review the CSM to ensure compliance with the Village Comprehensive Plan. Therefore, as the proposed CSM conforms to the comprehensive plan, I recommend approval with the following conditions:

1. Prior to Village signature placement on the Certified Survey Map, the clerk's signature shall be listed as Diana Dykstra, Village Clerk/Treasurer.



2. Prior to Village signature placement on the Certified Survey Map, the Town of East Troy shall provide the Village Planner with documentation of Town approval.

If any questions arise, please feel free to contact me.

Sincerely,

Ben Kohout, AICP  
Village Planner/Zoning Administrator



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 9, AND THE NORTH 1/2 OF LOT 1 OF MCGREGOR HIGHLANDS SUBDIVISION LOCATED IN THE SE 1/4 OF THE NE. 1/4 OF SECTION 9, T.4N., R.18E., TOWN OF EAST TROY, WALWORTH COUNTY, WISCONSIN

## ATLAS SURVEY

2826 SAINT ANDREWS COURT  
WAUKESHA, WI 53188  
(262) 901-5256  
WWW.ATLASSURVEYWI.COM  
SURVEYOR:

BRYCE KACZOR, PLS S-2803  
SURVEY FOR:  
ROB & LISA BERN  
N9194 EAST SHORE ROAD  
EAST TROY, WI 53120  
(630) 803-7746

N 1/4 CORNER  
SEC. 9-4-18  
STATE PLANE  
COORDINATES  
N 303,611.16  
E 2,438,435.20

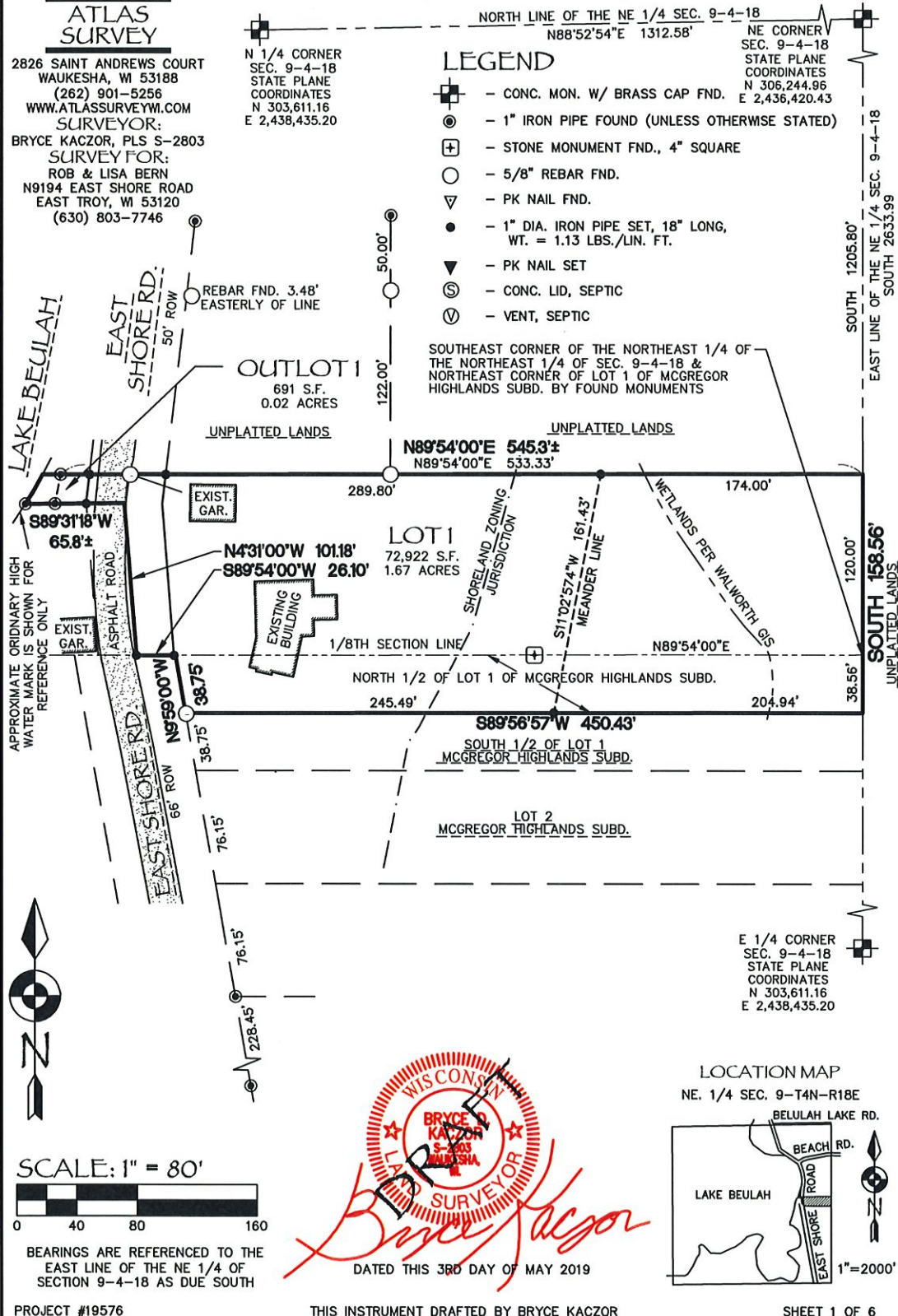
NORTH LINE OF THE NE 1/4 SEC. 9-4-18  
N88°52'54"E 1312.58'

NE CORNER  
SEC. 9-4-18  
STATE PLANE  
COORDINATES  
N 306,244.96  
E 2,436,420.43

## LEGEND

- CONC. MON. W/ BRASS CAP FND.
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- STONE MONUMENT FND., 4" SQUARE
- 5/8" REBAR FND.
- PK NAIL FND.
- 1" DIA. IRON PIPE SET, 18" LONG, WT. = 1.13 LBS./LIN. FT.
- PK NAIL SET
- CONC. LID, SEPTIC
- VENT, SEPTIC

SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SEC. 9-4-18 & NORTHEAST CORNER OF LOT 1 OF MCGREGOR HIGHLANDS SUBD. BY FOUND MONUMENTS

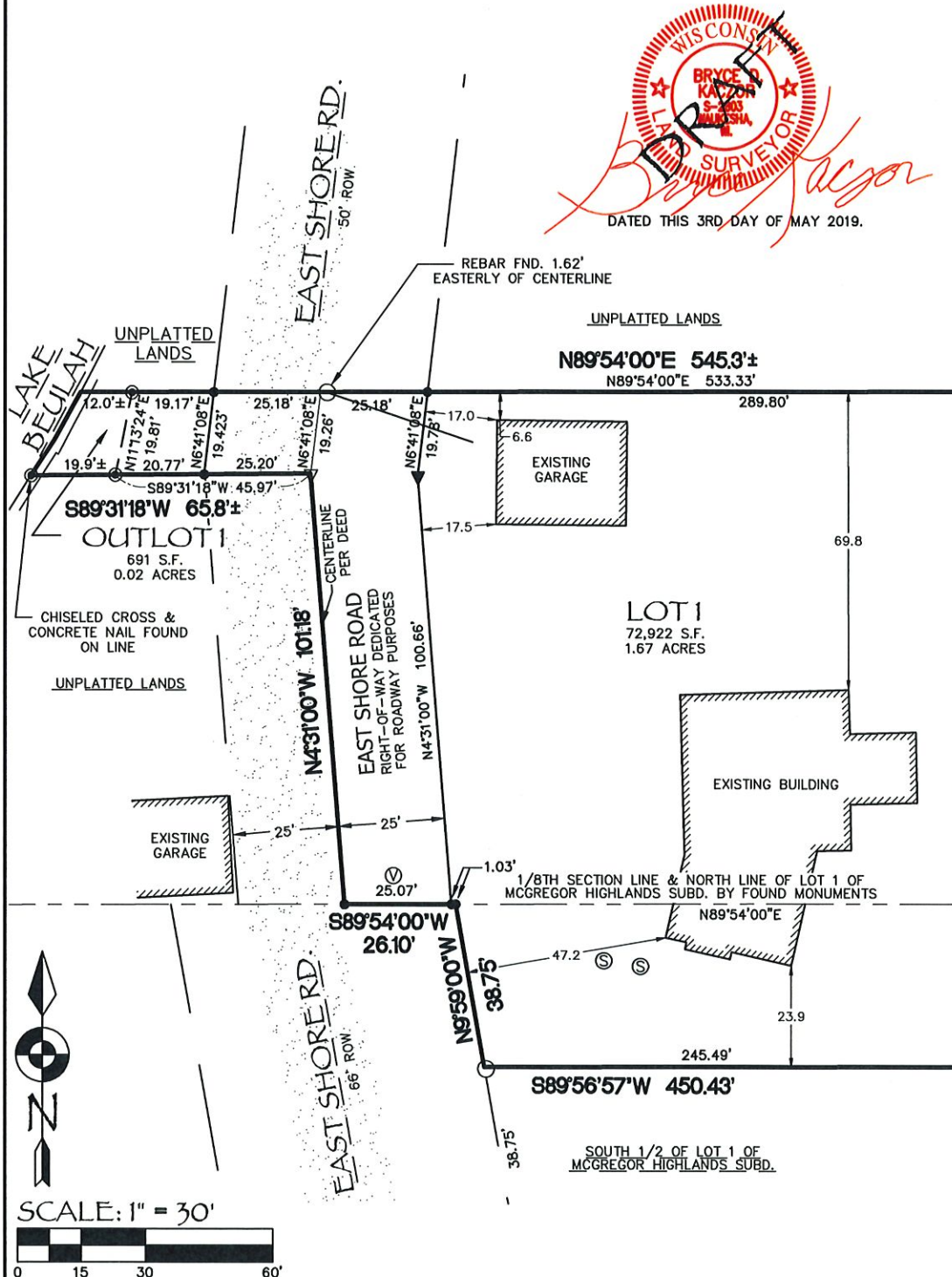




# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 9, AND THE NORTH 1/2 OF LOT 1 OF MCGREGOR HIGHLANDS SUBDIVISION LOCATED IN THE SE 1/4 OF THE NE. 1/4 OF SECTION 9, T.4N., R.18E., TOWN OF EAST TROY, WALWORTH COUNTY, WISCONSIN

## DETAIL OF OUTLOT 1 AND EAST SHORE ROAD RIGHT-OF-WAY





# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 9, AND THE NORTH 1/2 OF LOT 1 OF MCGREGOR HIGHLANDS SUBDIVISION LOCATED IN THE SE 1/4 OF THE NE. 1/4 OF SECTION 9, T.4N., R.18E., TOWN OF EAST TROY, WALWORTH COUNTY, WISCONSIN

## NOTES:

1. EASEMENTS, IF ANY, ARE NOT SHOWN.
2. THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED MATERIALS SUCH AS FOUNDATIONS, WELLS, SEPTIC, HOLDING TANKS, UTILITIES, HAZARDOUS MATERIALS, OR ANY OTHER ITEMS OF WHICH NO EVIDENCE CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION.
3. THE FIELD WORK WAS COMPLETED ON APRIL 22, 2019.
4. ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

## SURVEYOR'S CERTIFICATE:

I, Bryce D. Kaczor, Registered Land Surveyor hereby certify;

That I have surveyed, divided and mapped all that being a part of the NE. 1/4 of the NE. 1/4 of Section 9, and the North 1/2 of Lot 1 OF McGregor Highlands Subdivision located in the SE 1/4 of the NE. 1/4 of Section 9, T.4N., R.18E., Town of East Troy, Walworth County, Wisconsin, more fully described as follows:

Commencing at the NE corner of said Section; thence Due South, along the East line of the NE 1/4 of said Section, 1205.80 feet to the point of beginning of hereinafter described lands; thence continue Due South 120.00 feet to the SE corner of the NE 1/4 of said Section and the NE corner of Lot 1 of McGregor Highlands Subdivision; thence continue Due South, 38.56 feet; thence S89°56'57"W, along the southerly line of the North 1/2 of said Lot 1 of McGregor Highlands Subdivision, 450.43 feet; thence N9°59'00"W along the easterly right-of-way of East Shore Road, 38.75 feet to a stone monument; thence S89°54'00"W, along the 1/8th line, 26.10 feet; thence N4°31'00"W, along the centerline of East Shore Road, 101.18 feet; thence S89°31'18"W, 45.97 feet; thence N11°13'24"E, along a meander line of Beulah Lake, 19.81 feet; thence N89°54'00"E, 533.33 feet to the point of beginning. Including those lands between the meander line of Beulah Lake and the shore line of Beulah Lake. Said Lands containing 77,107 square feet (1.77 acres).

That I have made such survey, land division and Certified Survey Map by the direction of ROBERT BERN & LISA BERN, owners of said lands.

That such survey is a correct representation of all the exterior boundaries of the lands surveyed and the division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the TOWN OF EAST TROY AND WALWORTH COUNTY in surveying, dividing and mapping the same.

Dated this 3rd day of May, 2019

  
Bryce D. Kaczor, PLS S-2803





# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 9, AND THE NORTH 1/2 OF LOT 1 OF  
MCGREGOR HIGHLANDS SUBDIVISION LOCATED IN THE SE 1/4 OF THE NE. 1/4 OF SECTION 9, T.4N.,  
R.18E., TOWN OF EAST TROY, WALWORTH COUNTY, WISCONSIN

## OWNER'S CERTIFICATE OF DEDICATION:

As owners, We hereby certify that we caused that land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Certified Survey Map. We also certify that this Certified Survey Map is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

- 1) WALWORTH COUNTY
- 3) TOWN OF EAST TROY

WITNESS the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_  
In Presence of:

\_\_\_\_\_  
ROBERT BERN, Owner

\_\_\_\_\_  
LISA BERN, Owner

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE:

\_\_\_\_\_, a corporation duly organized and existing under and  
by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent  
to the surveying, dividing, mapping and dedication of the land described on this Certified Survey Map, and  
does hereby consent to the above certificate of ROBERT BERN & LISA BERN, Owners.

IN WITNESS WHEREOF, said \_\_\_\_\_ has caused  
these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and  
countersigned by \_\_\_\_\_, its \_\_\_\_\_ at  
\_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

In presence of:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF WISCONSIN)

\_\_\_\_\_ COUNTY) SS)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20 \_\_\_\_\_, the above named  
\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_  
\_\_\_\_\_ of the above named corporation, to me known to be the persons who executed the  
foregoing instrument, and to me known to be such \_\_\_\_\_ and \_\_\_\_\_ of said  
corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of  
said corporation, by its authority.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Wisconsin

My Commission Expires \_\_\_\_\_



DATED THIS 3RD DAY OF MAY 2019.



# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 9, AND THE NORTH 1/2 OF LOT 1 OF  
MCGREGOR HIGHLANDS SUBDIVISION LOCATED IN THE SE 1/4 OF THE NE. 1/4 OF SECTION 9, T.4N.,  
R.18E., TOWN OF EAST TROY, WALWORTH COUNTY, WISCONSIN

## WALWORTH COUNTY:

Approved for the Walworth County Zoning Agency this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
TIMBRELENTHIN, CHAIRMAN OF WALWORTH COUNTY ZONING AGENCY

## VILLAGE OF MUKWONAGO BOARD OF TRUSTEES EXTRA-TERRITORIAL APPROVAL:

Approved by the Village Board of the Village of Mukwonago on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Judith Taubert, Clerk-Treasurer

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

## VILLAGE OF MUKWONAGO PLAN COMMISSION EXTRA-TERRITORIAL APPROVAL:

Approved by the Village of Mukwonago Plan Commission on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2019.

\_\_\_\_\_  
Judith Taubert, Clerk-Treasurer

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





# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING A PART OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 9, AND THE NORTH 1/2 OF LOT 1 OF  
MCGREGOR HIGHLANDS SUBDIVISION LOCATED IN THE SE 1/4 OF THE NE. 1/4 OF SECTION 9, T.4N.,  
R.18E., TOWN OF EAST TROY, WALWORTH COUNTY, WISCONSIN

## TOWN BOARD APPROVAL CERTIFICATE:

Resolved that the Certified Survey Map, in the Town of East Troy, ROBERT BERN & LISA BERN, owners, are  
hereby approved by the Town Board.

All conditions have been met as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Joseph Klarkowski PLS, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Town Board of  
the Town of East Troy.

Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Kim Buchanan, Town Clerk

## PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Town of East Troy, ROBERT BERN & LISA BERN, owners, are  
hereby approved by the Plan Commission.

Approved as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Joel Cook, Planning Commission Chair

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission  
of the Town of East Troy.

Date: \_\_\_\_\_ Signed \_\_\_\_\_  
Kim Buchanan, Town Clerk



DATED THIS 3RD DAY OF MAY 2019.



## Bern CSM – Town of East Troy Extra Territorial CSM Location Map

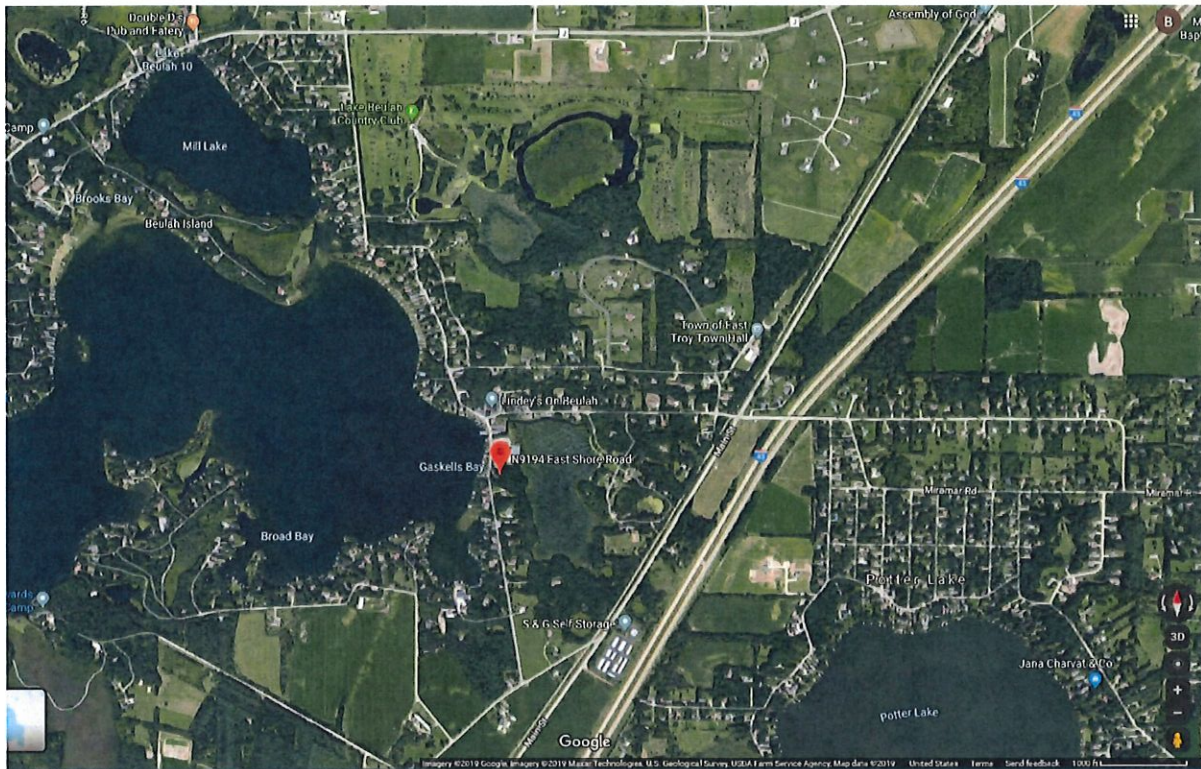


Image 1: Aerial Overall Location Map





## Village of Mukwonago GIS

DISCLAIMER: The Village of Mukwonago does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 83'

## VILLAGE OF MUKWONAGO

440 River Crest Court

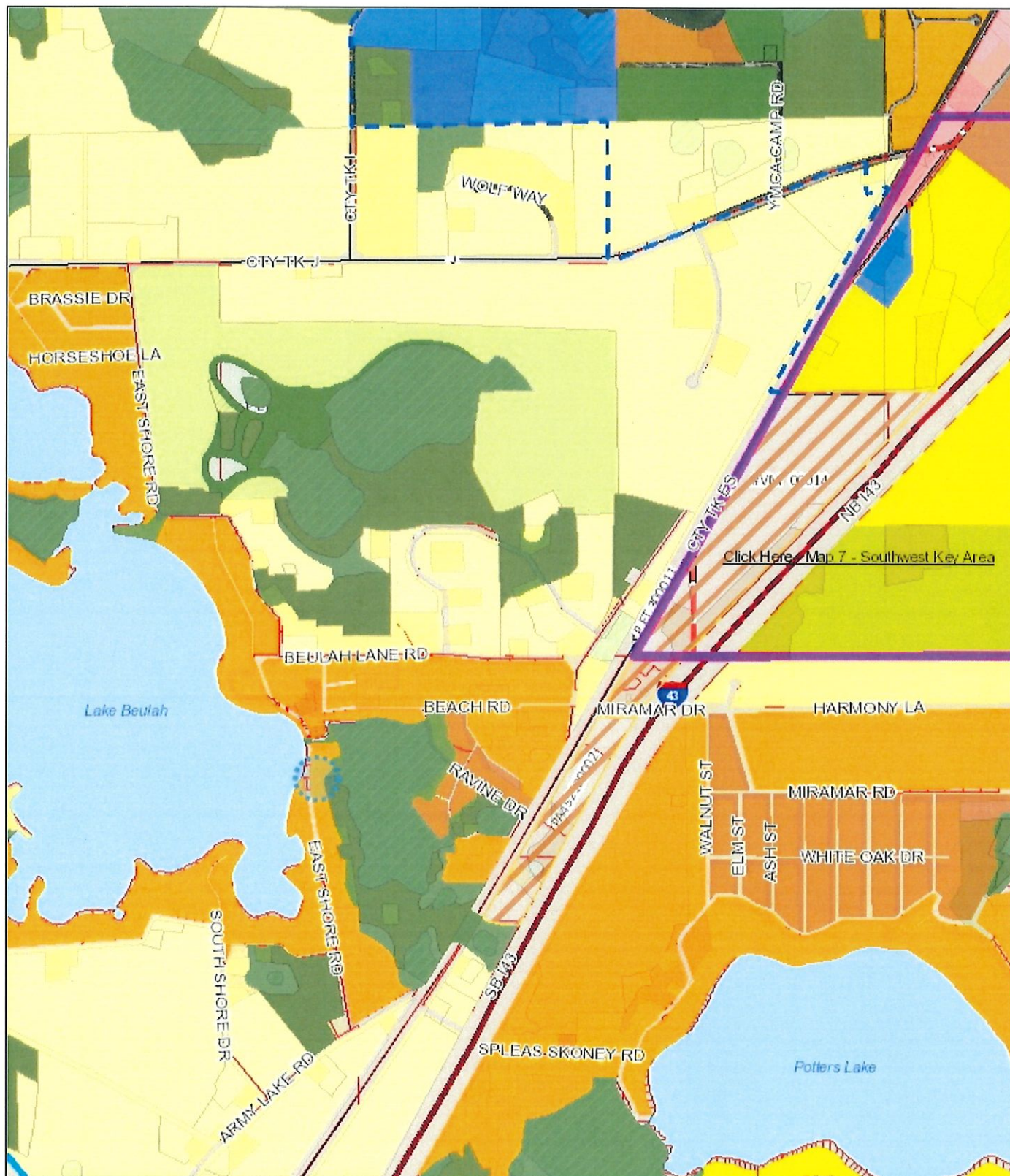
PO Box 206

Mukwonago, WI 53149

262-363-6420

Print Date: 10/1/2019





## Village of Mukwonago GIS

DISCLAIMER: The Village of Mukwonago does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



SCALE: 1" = 1333'

## VILLAGE OF MUKWONAGO

440 River Crest Court  
PO Box 206  
Mukwonago, WI 53149  
262-363-6420

Print Date: 10/1/2019



**RESOLUTION 2019-049**

**RESOLUTION APPROVING SIGNAGE WITH MESSAGE BOARD FOR  
FIELD PARK, VILLAGE OF MUKWONAGO, APPLICANTS**

**WHEREAS**, pursuant to Section 64-21, an application for signage was submitted by the Public Works Director, on behalf of The Village of Mukwonago, and for the Village of Mukwonago, Wisconsin, and

**WHEREAS**, Section 64-21, permits for signage on public uses, pending Plan Commission review, and

**WHEREAS**, the Village proper signs must adhere to a standard of no taller than 12 feet tall and be no larger than 100 square feet. Of the 100 square feet size allowance, no more than 33 percent shall be a message reader board, and

**WHEREAS**, staff has presented the proposed sign at 24 feet tall, has a message board center (LED) of approximately 80 square feet and incorporates ornamental gold coloring with black poles and lettering., and

**WHEREAS**, Section 64-34, permits for Special exceptions granted by the plan commission, and

**WHEREAS**, the plan commission considered the request at the October 8, 2019 meeting and considered the factors of the sign being located at a gateway to the Village location, serving a public function of announcing community wide events and public emergencies and special events the public within the community may have an interest in at the Field Park location and recommended approval, with the proposed height, size and orientation as presented, and

**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Mukwonago, Wisconsin hereby approves the proposed signage for Field Park as proposed with the following condition.:

1. The final sign plans approved by the Public Works Director or designee shall resemble the Plans presented to the Plan Commission, provided any minor modifications to achieve proper mounting, or location, or for other minor changes to font type or sizes or similar or not exceeding the overall size allowances requested do not have to be reviewed by the Plan Commission or Village Board.

Passed and dated this 16<sup>th</sup> day of October, 2019.

VILLAGE OF MUKWONAGO

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

Attest: \_\_\_\_\_  
Diana A Dykstra, Village Clerk-Treasurer



Village of  
**Mukwonago**  
Office of the Village Planner

---

440 River Crest Court, Mukwonago, Wisconsin 53149 -Tel. (262) 363-6420x2111-Fax (262) 363-6425 -[planner@villageofmukwonago.com](mailto:planner@villageofmukwonago.com)

October 1, 2019

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

Re: Freestanding Sign Request with Message Board as Gateway  
on Village Park Property  
at Field Park

Dear President Winchowky and Members of the Plan Commission:

The Public Works Department is requesting to place signage on Village Property, which is classified as an institutional property. Per the Village Code. Signs are permitted and staff is seeking formal action of recommendation on the proposal to bring forth to the Village Board for final approval.

**Property location**

Field Park, Southwest corner of intersection of State Highway 83 (North Rochester Street) and County Highway NN (Veterans Way).

**Property owner/applicant**

Village of Mukwonago

**Zoning**

The subject property is zoned P-1, Public and Semipublic District

The Village ordinance section 64-21 permits for signage on public uses, pending Plan commission review and approval. The standards for approval of said signs are set up to mirror the standards for typical Village proper business applications, which include churches and hospital applications to provide for a cohesive aesthetic look. The Code also states it applies to public properties, which would include Village properties. At this location and desired orientation and size proposed, the proposed sign would serve two important functions.

First, the sign would be a gateway to the community, at the busy intersection of State Highway 83. The proposed style of sign is meant to reflect some semblance of public art. This makes the sign proposal in terms of size, design and location rather unique, and if recommended approval, may be hard to argue if a similar applicant requests to duplicate the sign.

Secondly, the sign has a message reader board which is desired to announce public events at Field Park, Village wide events, Village Emergencies and other events deemed appropriate, following past policy determinations by the Village Board and past practices. The message reader board is envisioned to replace and supersede the



currently allowed signs to be hung on the chain link fence and stretched across the two wood poles currently at the Field Park Entrance.

In reviewing the request and comparing with the sign code, staff is seeking guidance from the Plan Commission to grant relief of the customary standards to better accomplish the aforementioned first goal of being a gateway to the community.

Customarily, Village proper signs must adhere to a standard of no taller than 12 feet tall and be no larger than 100 square feet. Of the 100 square feet size allowance, no more than 33 percent shall be a message reader board.

The proposed sign is almost 24 feet tall, has a message board center (LED) of approximately 80 square feet and incorporates ornamental gold coloring with black poles and lettering.

**Potential motion recommending approval**

I Recommend approval to the Village Board for the sign proposed at Field Park to better achieve a gateway to the community and to provide a message center which can be utilized to alert the public in times of emergency or to announce and promote Village wide celebratory events and events at Field Park. With the following conditions:

1. The final sign plans approved by the Public Works Director or designee shall resemble the Plans presented to the Plan Commission, provided any minor modifications to achieve proper mounting, or location, or for other minor changes to font type or sizes or similar or not exceeding the overall size allowances requested do not have to be reviewed by the Plan Commission or Village Board.

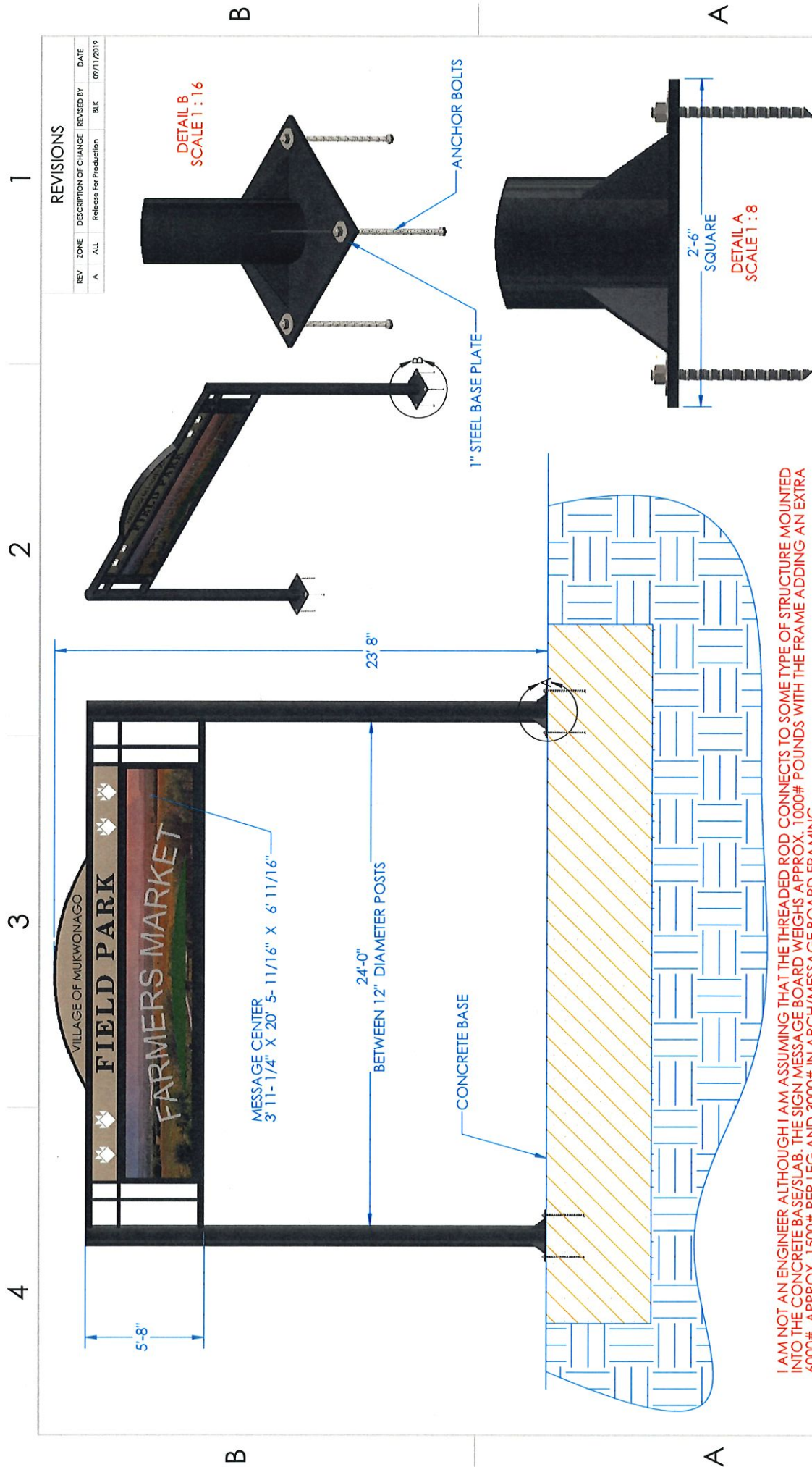
Sincerely,

Ben Kohout, AICP  
Village Planner/Zoning Administrator

**Attachments:**

1. Letter from Public Works Department Director.
2. Field Park Sign Details Proposal, dated September 11, 2019.





I AM NOT AN ENGINEER ALTHOUGH I AM ASSUMING THAT THE THREADED ROD CONNECTS TO SOME TYPE OF STRUCTURE MOUNTED INTO THE CONCRETE BASE/SLAB. THE SIGN MESSAGE BOARD WEIGHS APPROX. 1000# POUNDS WITH THE FRAME ADDING AN EXTRA 6000#. APPROX. 1500# PER LEG AND 3000# IN ARCH/MESSAGE BOARD FRAMING.

**NOTE:**

1. DEBUR ALL HOLES AND EDGES.
2. ALL GRINDING TO BE STARTED WITH 36 GRIT FLAP DISC AND FINISHED WITH 80 GRIT ORBITAL SANDER.
3. ALL FLAT PANELS TO BE CUT AND DRILLED ON CNC ROUTER TABLE FOR ACCURACY.
4. ALL VISIBLE BUTT WELDS TO BE GROUND FLAT, BUTT WELDS AT CORNERS TO BE GROUND TO A SQUARE.
5. USE COPPER CHILL PLATES AND FULLY CLAMP ALL PARTS TO LOCK DOWN WELDING TABLE FOR ALL WELDS.

**DISCLAIMER**

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BADGER STATE INDUSTRIES. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BADGER STATE INDUSTRIES IS PROHIBITED.

**DISCLAIMER**

VILLAGE OF MUKWONAGO

|               |                             |               |             |  |
|---------------|-----------------------------|---------------|-------------|--|
| NOTE:         | <b>VILLAGE OF MUKWONAGO</b> |               |             |  |
| QUOTE NUMBER: | QUOTE NUMBER:               | SALES ORDER # |             |  |
|               | 8034                        | XXX           |             |  |
| MIS-CUSTOM    | CUSTOMER NUMBER:            | WORK ORDER #  |             |  |
|               | 36394                       | XXX           |             |  |
| 164           | QTY. TOLERANCE:             | SHEET         |             |  |
| 187           | ANG. TOLERANCE:             |               |             |  |
| BLK           | DATE DRAFT:                 |               |             |  |
|               | 09/11/2019                  |               | PAGE 1 OF 1 |  |

DATE DRAWN: 08/11/2019  
SHEET: PAGE 1 OF 1

└─

2

3

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**Sec. 64-21. - Special sign types permitted in all zoning districts.**

Signs are allowed for the following uses within all zoning districts of the Village when the use or uses are allowed as permitted or conditional uses within the zoning district where so located. Such signs allowed in this subsection require a permit after approval by the zoning administrator or by the plan commission where stated, in accordance with the following standards:

(a)

*Public uses, institutional uses, schools or churches.* Signs for public uses, institutional uses, schools or churches are allowed with permit in accordance with the following standards:

(1)

Plan commission review and approval is required.

(2)

The total permanent sign or signs for any public use, institutional use, school or church shall be based on the standards allowed in [section 64-22](#) or [64-23](#), whichever section applies, per size of the property on which the use is located; further subject to consideration of the intensity of the use for potential additional signage to identify location and access points for the public good, and further subject to consideration of the location of the use for potentially restricting signage to not be intrusive or cause a nuisance in the interest of public safety and rights of neighboring property.

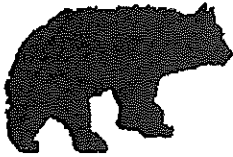
(3)

Facilities which have a campus or for which more than one sign is proposed shall be required to submit an overall sign plan for the site.

(4)

Other applicable standards of this [chapter 64](#) shall also apply, such as sign design, sign location, directional signage, and temporary signage.





Village of Mukwonago Office of the Village Public Works Dept.

Mukwonago, Wisconsin 53149

[www.villageofmukwonago.com](http://www.villageofmukwonago.com)

(262) 363-6447 Fax: (262) 363-7197

Date: August 30, 2019

To: Fred Winchowky, Village President  
Plan Commissioners

From: Ron Bittner, Public Works Director

Subject: Department of Public Works request to install a LED message center in Field Park

Meeting: October 8, 2019 Plan Commission meeting

Dear Plan Commission Members,

The Public Works Department would like to install a LED message center above the northeast pedestrian entrance to Field Park. The sign will be the first phase of a message center project throughout the Village. Future locations will include retrofitting the current signs at the Fire and Police Departments and a new monument sign will be installed at Indianhead Park. The signs would be utilized to promote community and park events held in the village. It would also be used to advise residents of situations such as snow emergencies and winter parking taking effect.

The Field Park sign will be overhead resembling a gated entry into the park. The design was selected to enhance and compliment the stone pillars.

Regards,  
Village of Mukwonago

Ron Bittner  
Public Works Director/Weed Commissioner



The Pointe Apartments, LLC, as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue 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 - 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:** Design Summary - contains a summary of key Engineering calculations and other data used to design the storm water management practices.

**Exhibit E:** As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

**Exhibit F:** Engineering/Construction Verification (to be recorded as an addendum) - provides verification from the project engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

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

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The current titleholder and/or Owner's Association shall construct, maintain and, if necessary, reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The current titleholder and/or Owner's Association shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.



3. The current titleholder and/or Owner's Association shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in October 2020 and every five years thereafter the current titleholder and/or Owner's Association shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31 of the same year. Upon written notification by Village of Mukwonago or its designee the current titleholder and/or Owner's Association 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 practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The current titleholder and/or Owner's Association shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The current titleholder and/or Owner's Association shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and 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(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the current titleholder and/or Owner's Association shall complete the specified maintenance or repairs within a reasonable time frame, as determined by the Village of Mukwonago.
5. If the current titleholder and/or Owner's Association does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 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 cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to



secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. Any modifications shall conform to the minimum requirements of Chapter 34 (or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.
7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

Owner:

\_\_\_\_\_  
Authorized Representative of The Pointe Apartments, LLC

\_\_\_\_\_  
(Printed Name of Authorized Representative)



State of Wisconsin:  
County of Waukesha

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: \_\_\_\_\_.

Accepted by the Village of Mukwonago this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

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

\_\_\_\_\_  
Diana Dykstra, Village Clerk

This document was drafted by:  
Trio Engineering, LLC  
4100 N. Calhoun Road, Ste 300  
Brookfield, WI 53005  
Telephone: (262) 790-1480  
Email: [mbailey@trioeng.com](mailto:mbailey@trioeng.com)



## Exhibit A – Legal Description

The following description 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.

**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE  
NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA  
COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WAUKESHA)

I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, 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 Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described:

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,029 Square Feet (or 4.4313 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of the **THE POINTE APARTMENTS, LLC**, owners of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this 26<sup>th</sup> day of September, 20 19



*Deborah L. Joers*  
Deborah L. Joers, P.L.S.  
Professional Land Surveyor, S-2132  
**TRIO ENGINEERING, I.L.C.**  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005  
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 26th Day of September, 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job. No. 19-006-1059-01

SHEET 5 OF 7



[illegible]



## **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.

#### **UNDERGROUND DETENTION & RAIN GARDEN**

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

The underground storage chambers and rain garden are designed to remove at least 40% 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. Storm sewer systems on site function to convey runoff to the underground storage chambers, as well as filter pollutants, especially from smaller storms. To function correctly, the rain garden and underground detention facilities' 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.



## **Exhibit C – Continued**

### 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 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.



## Underground ADS Detention Basin:

### THE ISOLATOR® ROW

#### INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.

#### THE ISOLATOR ROW

The Isolator Row is a row of StormTech chambers, either SC-160LP, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160LP, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

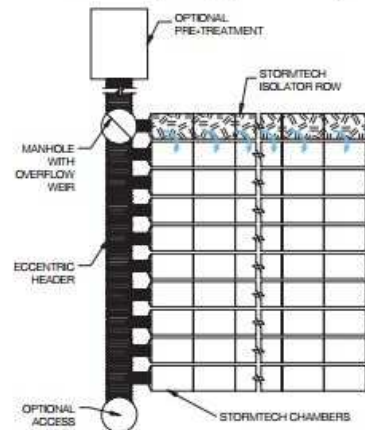
*Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.*



Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)







## ISOLATOR ROW INSPECTION/MAINTENANCE

### INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

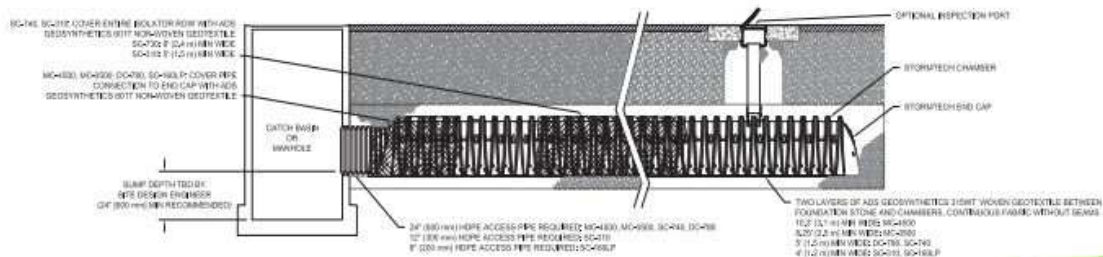
### MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. **The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.**

### StormTech Isolator Row (not to scale)

*Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.*





## ISOLATOR ROW STEP BY STEP MAINTENANCE PROCEDURES

### STEP 1

Inspect Isolator Row for sediment.

#### A) Inspection ports (if present)

- i. Remove lid from floor box frame
- ii. Remove cap from inspection riser
- iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
- iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

#### B) All Isolator Rows

- i. Remove cover from manhole at upstream end of Isolator Row
- ii. Using a flashlight, inspect down Isolator Row through outlet pipe
  1. Mirrors on poles or cameras may be used to avoid a confined space entry
  2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

### STEP 2

Clean out Isolator Row using the JetVac process.

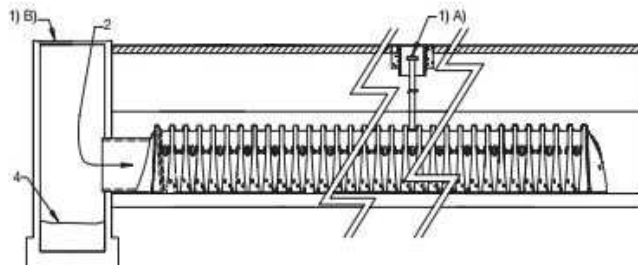
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

### STEP 3

Replace all caps, lids and covers, record observations and actions.

### STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



### SAMPLE MAINTENANCE LOG

| Date    | Stadia Rod Readings                  |                                       | Sediment Depth<br>(1)-(2) | Observations/Actions   | Inspector |
|---------|--------------------------------------|---------------------------------------|---------------------------|--|-----------|
|         | Fixed point to chamber<br>bottom (1) | Fixed point to top of<br>sediment (2) |                           |  |           |
| 3/15/11 | 6.3 ft                               | none                                  |                           | New installation. Fixed point is CI frame at grade                         | DJM       |
| 9/24/11 |                                      | 6.2                                   | 0.1 ft                    | Some grit felt   | SM        |
| 6/20/13 |                                      | 5.8                                   | 0.5 ft                    | Mucky feel, debris visible in manhole and in Isolator Row, maintenance due | NV        |
| 7/7/13  | 6.3 ft                               |                                       | 0                         | System jetted and vacuumed   | DJM       |



# **STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE**

## **I. INSPECTION**

### **A. Frequency**

- a. Inspect catch basins, inlets and manholes at least once per year.
- b. Inspect storm sewer end sections at least twice per year and after major rainfall events.

### **B. Inspection**

#### **a. Catch Basins, Inlets and Manholes**

- i. Inspect for sediment deposition in the bottom of structures.
- ii. Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames.
- iii. Check chimneys for cracked mortar, cracked lift rings and spalling.
- iv. Check for leaks at joints.
- v. Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.

#### **b. Storm Sewer End sections**

- i. Observe for obstructions, accumulation of sediment and trash, undermining and joint separation.
- ii. Inspect end treatment for settlement, scour and displaced armoring.

## **II. STANDARD MAINTENANCE**

### **A. Catch Basins, Inlets and Manholes**

- a. Repair any deterioration threatening structural integrity immediately.
- b. Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure.
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced.
- d. Repair leaking joints.
- e. Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f. Remove potential sources of contamination away from catch basins, inlets and manholes.

### **B. Storm Sewer End sections**



- a. End sections should be free flowing; trash, debris and obstructions should be removed to prevent backups.
- b. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- c. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d. Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

### III. NON-STANDARD MAINTENANCE

- A. Non-standard maintenance includes inspection, repair or replacement of buried structures.
  - a. Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
  - b. Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.



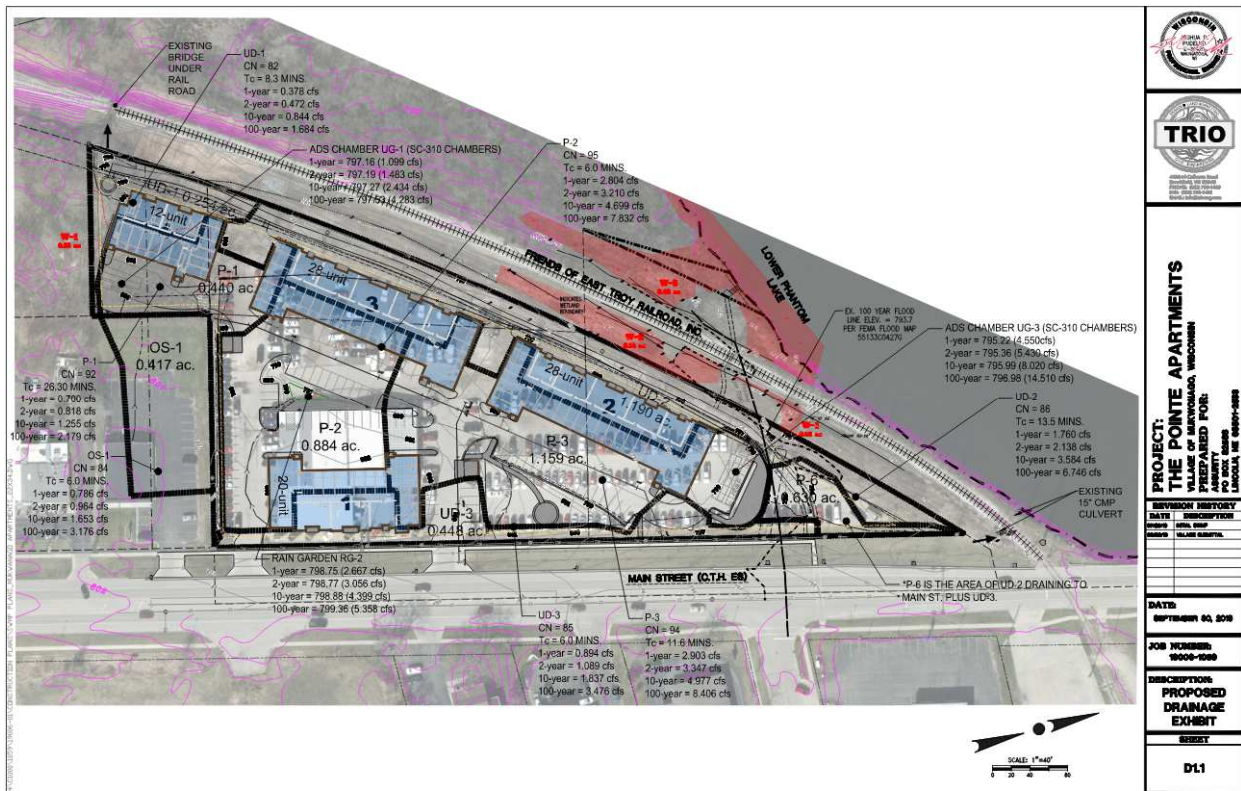
## Exhibit D Design Summary

The proposed development will include four (4) buildings containing twelve (12) to Twenty-eight (28) units for a total of 89 units, including associated driveways, parking lots, and sidewalks, and stormwater management facilities.

The proposed development has been intentionally designed with sensitivity to storm water drainage, recognizing that existing drainage patterns should be maintained while measures should be taken to improve drainage and alleviate or maintain proposed discharges to pre-development levels as described by chapter 34 of the Village of Mukwonago Municipal Code. Water quality has also been addressed to meet or exceed the Village of Mukwonago requirements for Total Suspended Solid (TSS) removal.

### Proposed Drainage Areas

The proposed project is divided in to seven (7) drainage areas, which include detained, un-detained, and offsite drainage areas. The following is a description of the proposed drainage areas; please refer to the drainage map for additional information:





### Drainage Summary

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed P-1                 |                                  | Subwatershed P-2 |  |
|---|----------------------------------|----------------------------------|------------------|--|
|   | Pre-develop                      | Post-develop                     | Pre-develop      | Post-develop   |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                         | 0.440 acres                      | 0.440 acres                      | 0.884 acres      | 0.884 acres  |
| <b>Average Watershed Slopes (%)</b>   | 1.5%                             | 3%                               | 0.5-3%           | 2-5%   |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                                     | 25% Impervious<br>75% Open Space | 90% Impervious<br>10% Open Space | 100% Impervious  | 90% Impervious<br>10% Open Space                     |
| <b>Runoff Curve Numbers</b>   | RCN = 82                         | RCN = 92                         | RCN = 87         | RCN = 95   |
| <b>Conveyance Systems Types</b>   | Grass waterway                   | Storm Sewer                      | Paved waterway   | Grass Swale & Storm Sewer                            |
| <b>Summary of Average Conveyance System Data</b>  | 1.5% Grade                       | 0.45% Grade                      | 1.75% Grade      | 2' deep grass swale @ 5% grade & Storm Sewer @ 0.28% |
| <b>Time of Concentration (<math>T_c</math>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.48 hrs.                        | 0.44 hrs.                        | 0.27 hrs.        | 0.10 hrs.  |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>   | N/A                              | 0.017 ac. ft.                    | N/A              | 0.037 ac. ft.  |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                          | 0.425 cfs                        | 0.700 cfs.                       | 1.705 cfs        | 2.804 cfs  |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                           | 0.525 cfs                        | 0.818 cfs                        | 2.020 cfs        | 3.210 cfs  |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                          | 0.921 cfs                        | 1.255 cfs                        | 3.205 cfs        | 4.699 cfs  |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                         | 1.816 cfs                        | 2.179 cfs                        | 5.758 cfs        | 7.832 cfs  |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed P-3 |                                  | Subwatershed UD-1 |                                  |
|---|------------------|----------------------------------|-------------------|----------------------------------|
|   | Pre-develop      | Post-develop                     | Pre-develop       | Post-develop                     |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>           | 1.127 acres      | 1.127 acres                      | 0.254 acres       | 0.254 acres                      |
| <b>Average Watershed Slopes (%)</b>   | 2%               | 3.5-5%                           | 2-11%             | 10-18%                           |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                       | 100% Impervious  | 67% Impervious<br>33% Open Space | 100% Open Space   | 50% Impervious<br>50% Open Space |
| <b>Runoff Curve Numbers</b>   | RCN = 91         | RCN = 94                         | RCN = 81          | RCN = 82                         |
| <b>Conveyance Systems Types</b>   | Grass waterway   | Storm Sewer                      | Grass waterway    | Grass waterway                   |
| <b>Summary of Average Conveyance System Data</b>                                | 2% Grade         | 21" Storm Sewer @ 0.28%          | 6.5% Grade        | 14% Grade                        |
| <b>Time of Concentration (Tc)</b><br><i>(see attached map &amp; worksheets)</i> | 0.10 hrs.        | 0.19 hrs.                        | 0.52 hrs.         | 0.14 hrs.                        |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>                                 | N/A              | 0.050 ac. ft.                    | N/A               | 0.006 ac. ft.                    |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 3.093 cfs        | 2.903 cfs                        | 0.191 cfs         | 0.378 cfs                        |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>             | 3.615 cfs        | 3.347 cfs                        | 0.241 cfs         | .472 cfs                         |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 5.549 cfs        | 4.977 cfs                        | 0.444 cfs         | 0.844 cfs                        |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>           | 9.624 cfs        | 8.406 cfs                        | 0.912 cfs         | 1.684 cfs                        |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed UD-2                |                                  | Subwatershed UD-3                |                                  |
|---|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
|   | Pre-develop                      | Post-develop                     | Pre-develop                      | Post-develop                     |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                         | 1.190 acres                      | 1.190 acres                      | 0.480 acres                      | 0.480 acres                      |
| <b>Average Watershed Slopes (%)</b>   | 3%                               | 5-10%                            | 1.1%                             | 1-4.5%                           |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                                     | 50% Impervious<br>50% Open Space | 50% Impervious<br>50% Open Space | 75% Impervious<br>25% Open Space | 67% Impervious<br>33% Open Space |
| <b>Runoff Curve Numbers</b>   | RCN = 91                         | RCN = 86                         | RCN = 92                         | RCN = 84                         |
| <b>Conveyance Systems Types</b>   | Grass/Paved<br>waterway          | Grass/Paved waterway             | Grass/Paved<br>waterway          | Grass/Paved<br>waterway          |
| <b>Summary of Average<br/>Conveyance System Data</b>  | 3% Grade                         | 7.5% Grade                       | 1.1% Grade                       | 3% Grade                         |
| <b>Time of Concentration (<math>T_c</math>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.12 hrs.                        | 0.225 hrs.                       | 0.11 hrs.                        | 0.10 hrs.                        |
| <b>25% of 2-yr 24-hr post<br/>dev runoff volume</b>   | N/A                              | 0.034 ac. ft.                    | N/A                              | 0.012 ac. ft.                    |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                          | 3.121 cfs                        | 1.760 cfs                        | 1.369 cfs                        | 0.894 cfs                        |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                           | 3.657 cfs                        | 2.138 cfs                        | 1.586 cfs                        | 1.089 cfs                        |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                          | 5.649 cfs                        | 3.584 cfs                        | 2.390 cfs                        | 1.837 cfs                        |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                         | 9.858 cfs                        | 6.746 cfs                        | 4.084 cfs                        | 3.476 cfs                        |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed OS-1                |                                  |
|---|----------------------------------|----------------------------------|
|   | Pre-develop                      | Post-develop                     |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                         | 0.417 acres                      | 0.417 acres                      |
| <b>Average Watershed Slopes (%)</b>   | 2%                               | 2%                               |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                                     | 50% Impervious<br>50% Open Space | 50% Impervious<br>50% Open Space |
| <b>Runoff Curve Numbers</b>   | RCN = 84                         | RCN = 84                         |
| <b>Conveyance Systems Types</b>   | Grass/Paved<br>waterway          | Grass/Paved waterway             |
| <b>Summary of Average<br/>Conveyance System Data</b>  | 2% Grade                         | 2% Grade                         |
| <b>Time of Concentration (<math>T_c</math>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.10 hrs.                        | 0.10 hrs.                        |
| <b>25% of 2-yr 24-hr post<br/>dev runoff volume</b>   | N/A                              | 0.010 ac. ft.                    |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                          | 0.786 cfs                        | 0.786 cfs                        |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                           | 0.964 cfs                        | 0.964 cfs                        |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                          | 1.653 cfs                        | 1.653 cfs                        |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                         | 3.176 cfs                        | 3.176 cfs                        |



## **Descriptions & Summaries of Storm Water Practices**

The development utilizes storm sewer and controlled overflow routes to convey runoff from the site to the stormwater management facilities. Underground storage facilities are located on the north and south ends with a rain garden located in the middle of the site to provide 40% TSS removal pretreatment prior to discharging from the site. All stormwater facilities are located within the proposed lot owned by The Pointe Apartments, LLC. Access to all facilities is accommodated and provided via private drive aisle on-site.



### Underground Storage UG-1

This underground storage facility is located at the southwest corner of the property near building 4 and collects runoff from drainage area P-1 through proposed storm sewer. Characteristics of this underground chamber system are as follows:

| Underground Storage UG-1   |  | Design Data                                |
|--|--|--|
| <b>Site assessment data: (see attached maps)</b>                   |  |  |
| Contributing drainage areas to basin (P-1 & OS-1)                  |  | 0.857 acres                                |
| Distance to nearest private well (including off-site wells)        |  | >100feet                                   |
| Distance to municipal well (including off-site wells)              |  | >1200 feet                                 |
| Wellhead protection area involved?                                 |  | No   |
| Ground slope at site of proposed basin                             |  | average 3%                                 |
| Any buried or overhead utilities in the area?                      |  | No   |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 123-LF 12" HDPE Storm Sewer @1%            |
| Any downstream roads or other structures? (describe)               |  | N/A  |
| Floodplain, shoreland or wetlands?                                 |  | Yes, adjacent wetlands to the west         |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |  |
| Number of soil investigations completed                            |  | 1 (in basin area)                          |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)                             |
| Average soil texture at pond bottom elevation (USDA)               |  | Silty Clay                                 |
| Distance from pond bottom to bedrock                               |  | >12 feet                                   |
| Distance from pond bottom to seasonal water table                  |  | 12.8 feet B-6                              |
| <b>General basin design data (see attached detailed drawings):</b> |  |  |
| Permanent pool surface area  |  | N/A  |
| Design permanent pool water surface elevation                      |  | N/A  |
| Top of berm elevation (after settling) and width                   |  | N/A  |
| Length/width (dimension/ratio) (Phase 1)                           |  | 48 ft. (L)x 19 ft. (W.) = 2.5:1            |
| Safety shelf design (length, grade, max. depth)                    |  | N/A  |
| Ave. water depth (minus safety shelf/sediment)                     |  | 0 ft. in center                            |
| Sediment forebay size & depth                                      |  | N/A  |
| Sediment storage depth & design maintenance                        |  | See ADS plans and Recommended Maintenance. |

| Underground Storage UG-1 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |  |                              |
|---|----------------------|----------------------|--|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev.<br>(above perm. pool) | Outflow Control Structures * |
| 1.218 cfs<br>(Post 1-yr/24hr. peak)   | 1.099 cfs            | 797.16 ft.           | 0.018 acre-feet                                    | #1, #2, & #3                 |
| 1.467 cfs<br>(Post 2-yr./24 hr. peak)   | 1.483 cfs            | 797.19 ft.           | 0.018 acre-feet                                    | #1, #2, & #3                 |
| 2.415 cfs<br>(Post 10-yr./24 hr. peak)  | 2.434 cfs            | 797.27 ft.           | 0.019 acre-feet                                    | #1, #2, & #3                 |
| 4.505 cfs<br>(Post 100-yr/24 hr. peak)  | 4.283 cfs            | 797.53 ft.           | 0.022 acre-feet                                    | #1, #2, & #3                 |

\* #1 = 123-LF 12" outlet pipe @ 0.49%, inv=795.50  
#2 = 2" orifice, inv=795.50  
#3= 5' riser, rim elv.=797.00



## Rain Garden RG-2

This rain garden is in the center area of the property between buildings 1 & 3 and collects runoff directly from drainage areas P-2. Characteristics of this rain garden are as follows:

| Rain Garden RG-2   |  | Design Data  |
|--|--|--|
| <b>Site assessment data: (see attached maps)</b>                   |  |  |
| Contributing drainage area to basin (P-2)                          |  | 0.884 acres  |
| Distance to nearest private well (including off-site wells)        |  | >100feet   |
| Distance to municipal well (including off-site wells)              |  | >1200 feet   |
| Wellhead protection area involved?                                 |  | No   |
| Ground slope at site of proposed basin                             |  | average 5%   |
| Any buried or overhead utilities in the area?                      |  | No   |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 2' Dia. Outlet Control Structure                                 |
| Any downstream roads or other structures? (describe)               |  | No   |
| Floodplain, shoreland or wetlands?                                 |  | Yes, wetlands to the north and Phantom Lake Shoreline downstream |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |  |
| Number of soil investigations completed                            |  | 3 (areas surrounding the proposed rain garden)                   |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)   |
| Average soil texture at pond bottom elevation (USDA)               |  | Silty Clay   |
| Distance from pond bottom to bedrock                               |  | >19 feet   |
| Distance from pond bottom to seasonal water table                  |  | No Water Found in soil borings B-3, 4, or 5                      |
| <b>General basin design data (see attached detailed drawings):</b> |  |  |
| Permanent pool surface area  |  | N/A  |
| Design permanent pool water surface elevation                      |  | N/A  |
| Top of berm elevation (after settling) and width                   |  | elev. 799.50   |
| Length/width (dimension/ratio)                                     |  | 110 ft. (L) x 32 ft. (W.) = 3.4:1                                |
| Safety shelf design (length, grade, max. depth)                    |  | N/A  |
| Ave. water depth (minus safety shelf/sediment)                     |  | 0 ft. in center  |
| Sediment forebay size & depth                                      |  | N/A  |
| Sediment storage depth & design maintenance                        |  | yearly maintenance schedule                                      |

| Rain Garden RG-2 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |  |                              |
|---|----------------------|----------------------|--|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev.<br>(above perm. pool) | Outflow Control Structures * |
| 2.804 cfs<br>(Post 1-yr/24hr. peak)   | 2.667 cfs            | 798.75 ft.           | 0.035 acre-feet                                    | #1, #2, & #3                 |
| 3.210 cfs<br>(Post 2-yr./24 hr. peak)   | 3.056 cfs            | 798.77 ft.           | 0.036 acre-feet                                    | #1, #2, & #3                 |
| 4.699 cfs<br>(Post 10-yr./24 hr. peak)  | 4.399 cfs            | 798.88 ft.           | 0.039 acre-feet                                    | #1, #2, & #3                 |
| 7.832 cfs<br>(Post 100-yr/24 hr. peak)  | 5.358 cfs            | 799.36 ft.           | 0.057 acre-feet                                    | #1, #2, & #3                 |

\*  
 #1 = 88.6-LF 12" outlet pipe @ 0.5%, inv.=796.00  
 #2 = 2" orifice in outlet control structure, inv.=797.50  
 #3 = 2' Dia. Outlet control structure, rim elev.=798.50



### Underground Storage UG-3

This underground storage facility is located toward the north end of the property, just north of building 2, and collects runoff from drainage area P-3 and discharge from Rain Garden RG-2.

Characteristics of this basin are as follows:

| Underground Storage UG-3   |  | Design Data   |
|--|--|---|
| <b>Site assessment data: (see attached maps)</b>                   |  |   |
| Contributing drainage area to basin (P-3 & RG-2)                   |  | 2.048 acres   |
| Distance to nearest private well (including off-site wells)        |  | >100feet  |
| Distance to municipal well (including off-site wells)              |  | >1200 feet  |
| Wellhead protection area involved?                                 |  | No  |
| Ground slope at site of proposed basin                             |  | average 3.5%  |
| Any buried or overhead utilities in the area?                      |  | No  |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 48-LF 24" HDPE Storm Sewer  |
| Any downstream roads or other structures? (describe)               |  | No  |
| Floodplain, shoreland or wetlands?                                 |  | Yes, wetlands to the west and Phantom Lake Shoreline to the north |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |   |
| Number of soil investigations completed                            |  | 2 (north and south of facility)                                   |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)  |
| Average soil texture at pond bottom elevation (USDA)               |  | Silty Clay  |
| Distance from pond bottom to bedrock                               |  | >22 feet  |
| Distance from pond bottom to seasonal water table                  |  | No water observed in borings B-1 or B-2                           |
| <b>General basin design data (see attached detailed drawings):</b> |  |   |
| Permanent pool surface area  |  | N/A   |
| Design permanent pool water surface elevation                      |  | N/A   |
| Top of berm elevation (after settling) and width                   |  | N/A   |
| Length/width (dimension/ratio)                                     |  | 64 ft. (L)x 26 ft. (W.) = 2.5:1                                   |
| Safety shelf design (length, grade, max. depth)                    |  | N/A   |
| Ave. water depth (minus safety shelf/sediment)                     |  | N/A   |
| Sediment forebay size & depth                                      |  | N/A   |
| Sediment storage depth & design maintenance                        |  | See ADS plans and Recommended Maintenance.                        |

| Underground Storage UG-3 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |                              |                              |
|---|----------------------|----------------------|------------------------------|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. | Outflow Control Structures * |
| 5.431 cfs<br>(Post 1-yr/24hr. peak)   | 4.550 cfs            | 795.22 ft.           | 0.042 acre-feet              | #1, #2, & #3                 |
| 6.247 cfs<br>(Post 2-yr./24 hr. peak)   | 5.430 cfs            | 795.36 ft.           | 0.045 acre-feet              | #1, #2, & #3                 |
| 9.163 cfs<br>(Post 10-yr./24 hr. peak)  | 8.041 cfs            | 795.99 ft.           | 0.056 acre-feet              | #1, #2, & #3                 |
| 13.760 cfs<br>(Post 100-yr/24 hr. peak)   | 14.510 cfs           | 796.98 ft.           | 0.064 acre-feet              | #1, #2, & #3                 |

\*  
 #1 = 12-inch orifice in proposed outlet structure - flow line elev. @ 793.90  
 #2 = 5' riser - rim elev. @ 794.90  
 #3 = 47.8-LF 24" outlet pipe @ 0.42%, inv. = 793.90



## Total Site Release Rates

The table below summarizes the storm water release rates associated with the overall development. Per the Village of Mukwonago Storm Water Ordinance standards previously listed, the Allowable Release Rate is defined as;

| TOTAL SITE DISCHARGE |           |                   |                  |
|----------------------|-----------|-------------------|------------------|
| STORM EVENT          | EXISTING  | PROPOSED          | ALLOWABLE        |
| 1-YR                 | 10.17 CFS | <b>8.409 CFS</b>  | <b>10.17 CFS</b> |
| 2-YR                 | 11.98 CFS | <b>10.540 CFS</b> | <b>11.98 CFS</b> |
| 10-YR                | 18.74 CFS | <b>17.25 CFS</b>  | <b>18.74 CFS</b> |
| 100-YR               | 33.23 CFS | <b>30.86 CFS</b>  | <b>33.23 CFS</b> |

## Site Water Quality Summary

### Outfall Output Summary

|   | Runoff Volume<br>(cu. ft.) | Percent Runoff<br>Reduction | Runoff<br>Coefficient<br>(Rv) | Particulate Solids<br>Conc. (mg/L) | Particulate Solids<br>Yield (lbs) | Percent<br>Particulate<br>Solids<br>Reduction |
|---|----------------------------|-----------------------------|-------------------------------|------------------------------------|-----------------------------------|---|
| Total of All Land Uses without Controls | 190392                     |                             | 0.45                          | 92.58                              | 1100                              |   |
| Outfall Total with Controls             | 140115                     | 26.41 %                     | 0.33                          | 75.04                              | 656.4                             | 40.33 %                                       |

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Current File Output: Annualized Total After Outfall Controls      140500      Years in Model Run:      1.00      658.2

| Pollutant              | Concentration - No Controls | Concentration - With Controls | Concentration Units | Pollutant Yield - No Controls | Pollutant Yield - With Controls | Pollutant Yield Units | Percent Yield Reduction |
|------------------------|-----------------------------|-------------------------------|---------------------|-------------------------------|---------------------------------|-----------------------|-------------------------|
| Particulate Solids     | 92.58                       | 75.04                         | mg/L                | 1100                          | 656.4                           | lbs                   | 40.33 %                 |
| Particulate Phosphorus | 0.2070                      | 0.1708                        | mg/L                | 2.460                         | 1.494                           | lbs                   | 39.27 %                 |
| Filterable Phosphorus  | 0.04994                     | 0.04750                       | mg/L                | 0.5935                        | 0.4154                          | lbs                   | 30.01 %                 |
| Total Phosphorus       | 0.2569                      | 0.2183                        | mg/L                | 3.054                         | 1.910                           | lbs                   | 37.47 %                 |

Print Output Summary to .csv File

Print Output Summary to Text File

Print Output Summary to Printer

Total Area Modeled (ac)

### Total Control Practice Costs

|                               |     |
|-------------------------------|-----|
| Capital Cost                  | N/A |
| Land Cost                     | N/A |
| Annual Maintenance Cost       | N/A |
| Present Value of All Costs    | N/A |
| Annualized Value of All Costs | N/A |

Perform Outfall Flow Duration Curve Calculations

### Receiving Water Impacts Due To Stormwater Runoff

(CWP Impervious Cover Model)

|                  | Calculated Rv | Approximate Urban Stream Classification |
|------------------|---------------|---|
| Without Controls | 0.45          | Poor                                    |
| With Controls    | 0.33          | Poor                                    |



October 7, 2019

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

Re: Pointe Apartments Development  
Recommendation of Approval of Development Documents

Dear President Winchowky:

We have reviewed the Storm Water Management Plan, Storm Water Maintenance Agreement and Construction Drawings for the Pointe Apartments Development that were submitted to us on October 2, 2019. The Storm Water Management Plan is dated September 30, 2019 and the construction drawings are dated October 1, 2019. The Storm Water Maintenance Agreement was submitted as an appendix to the Storm Water Management Plan. We believe the current submittal generally meets the intent of the Village Storm Water Ordinance, is in accordance with the Village of Mukwonago's Standard Specifications and follows standard engineering practice. We, therefore, recommend the following actions of the documents to you and the Village Board:

1. Approval of the Storm Water Management Plan subject to the following conditions:
  - a. Submittal of the final construction plans, after final approval addressing any and all outstanding comments by staff, in electronic and hard copy, stamped by a professional engineer.
2. Approval and execution of the Storm Water Maintenance Agreement.

Please note that the Storm Water Maintenance Agreement that we are recommending approval and execution of, is attached to the email in which this letter is being transmitted. We recommend the above actions also be made subject to the following conditions:

1. A Letter of Credit (Surety) should be obtained and filed with the Village Clerk in the amount that is recommended to the Village Board by Ruekert & Mielke.
2. All necessary storm water and erosion control permits be obtained and copies of the approvals be sent to the Village of Mukwonago and Ruekert & Mielke.
3. All necessary WDNR sewer and water extension permits be obtained and copies of the approvals be sent to the Village of Mukwonago and Ruekert & Mielke.
4. Prior to any land disturbing activity, hold a preconstruction conference with representatives of the design team, the construction team, Village and Utility Staff and Ruekert & Mielke to ensure all members of the design and construction team understand the installation of utilities and the storm water management and erosion control plan requirements.
5. During construction, the following conditions shall be followed:
  - a. Owner shall maintain approved plans on-site and readily available to the Village Erosion Control Inspector.



- b. On-site approved plans must reflect current construction conditions and compliance with the Village ordinance.
- c. On-site plans must reflect the current sequence of construction and all erosion and sediment control measures shall meet the Wisconsin Department of Natural Resources Technical Standards.
- d. Village ordinance requires inspection of the erosion control measures once every 7 days and within 24 hours of a rainfall of 0.5 inches or greater. All inspection reports must be available on-site and available to the Village at any time of day. Reports must contain the information required by the WDNR.
- e. Any construction within the public right-of-way, will conform to the Village Standard Specifications and Village standard details.
- f. Owner will provide erosion control measures and restore any private utility company land disturbance resulting from providing utilities to this site regardless of location.

Our review did not include a detailed check of all engineering and survey data indicated on the drawings. The accuracy of this data is the responsibility of Trio Engineering.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch  
Project Engineer  
[pgesch@ruekertmielke.com](mailto:pgesch@ruekertmielke.com)

PWG:pwg

cc: Diana Dykstra, Village of Mukwonago  
John Weidl, Village of Mukwonago  
Bob Harley, Village of Mukwonago  
Mark G. Blum, Village of Mukwonago  
Dave Brown, Village of Mukwonago  
Ron Bittner, Village of Mukwonago  
Ben Kohout, Village of Mukwonago  
Jay Campbell, Campbell Construction  
Mikko Erkamaa, Walker & Dunlop  
Joshua Pudelko, P.E., Trio Engineering  
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



10/01/2019

**DEVELOPER'S AGREEMENT FOR THE DEVELOPMENT OF  
THE PROPERTY AT 915 MAIN STREET, MUKWONAGO, WISCONSIN**

10<sup>th</sup> **THIS DEVELOPER'S AGREEMENT ("AGREEMENT")**, is made and entered into this day of October, 2019, by and between MIKKO ERKAMAA (hereinafter referred to as the "**DEVELOPER**"), and the VILLAGE of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the "**VILLAGE**"), located in Waukesha and Walworth Counties, in Wisconsin.

**RECITALS**

This **AGREEMENT** relates to the property at 915 Main Street, which is owned by the **DEVELOPER** and which was previously owned by the **VILLAGE**, which property is more specifically described in the attached Exhibit A.

**DEVELOPER** agrees to develop the property as a multi-family development in accordance with the Site Plan and Use Approvals given by the Village of Mukwonago Plan Commission and Village Board.

The **VILLAGE** seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the development, and thereby to limit the harmful effects of substandard development, which might leave the property undeveloped and unproductive.

The applicable provisions of this **AGREEMENT** require that provisions be made for the installation of erosion and storm water runoff control, as well as a public, multi-purpose trail to serve the property.

The purpose of this **AGREEMENT** is to protect the **VILLAGE** from the cost of completing the improvements provided for hereunder and is not executed for the benefit of material men, laborers, or others providing work, services or material to the development or for the benefit of occupants of the property.

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

This **AGREEMENT** is made for the mutual benefit of the **DEVELOPER** and the **VILLAGE** in order that the requirements of the approval for the development of the property are fully complied with.

The parties acknowledge that the **VILLAGE** will be injured in the event of the **DEVELOPER'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 **VILLAGE** may enforce the terms and provisions of this **AGREEMENT** even if construction has not begun.

The mutual promises set forth herein, the provisions of the **VILLAGE's** Zoning Code and Development Ordinances, as well as the provisions of State Law authorize the covenants, and obligations contained in this **AGREEMENT**.



**DEVELOPER** 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 **VILLAGE's** Comprehensive Plan, Stormwater Management Ordinance, Zoning Code, Building Code and other rules and regulations of the **VILLAGE**.

The **DEVELOPER** now wishes to install public improvements to serve the property.

This **AGREEMENT** currently contains the following Exhibits (subject to review and approval by the Village Engineer and other authorized representatives of the **VILLAGE**) and any subsequent exhibits provided for under the **AGREEMENT**, all of which are incorporated herein as if fully set forth:

- EXHIBIT A** Legal Description of the Property
- EXHIBIT B** Public Improvement Costs – List of Work and Responsibilities of the Developer
- EXHIBIT C** Storm Water Management Plan
- EXHIBIT D** Proposed Certified Survey Map showing the location of the multi-purpose trail
- EXHIBIT E** Village of Mukwonago Insurance Requirements
- EXHIBIT F** Plans for Multi-Purpose Trail

**NOW THEREFORE**, in consideration of the granting of approval for the development of the property, the **DEVELOPER** agrees to develop the property, 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 the ordinances, rules and requirements imposed by the **VILLAGE**.

#### ARTICLE I – GENERAL CONDITIONS

**A. Improvements.**

The **DEVELOPER** shall construct and install, at its own expense, those on-site and off-site improvements listed on **EXHIBIT B** and further detailed in **EXHIBITS C and F** attached hereto and incorporated herein by this reference ("the **IMPROVEMENTS**"). The **DEVELOPER'S** obligation to complete the **IMPROVEMENTS** in on the property (or those improvements required by this Agreement) will arise upon execution of this **AGREEMENT** by **DEVELOPER and VILLAGE**, recording of this **AGREEMENT** in the Waukesha County Register of Deeds, will be independent of any obligations of the **VILLAGE** contained herein and will not be conditioned on the commencement of construction in the development.

**B. Contractors Engaged By DEVELOPER.**

The **DEVELOPER** agrees to engage Contractors/Subcontractors for all construction included in this **AGREEMENT** who shall perform such work to the standards of the **VILLAGE** and who shall comply with every requirement of the **VILLAGE'S** Municipal Code, Standard Specifications, and standards in performing such work. The **DEVELOPER** shall furnish the Village Engineer with the 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 Village Engineer, Department Heads, the **DEVELOPER'S** Contractor, Utility Companies and Subcontractors is required prior to any work being commenced on the site.

**C. Municipal Approval of Starting Dates.**

The **DEVELOPER** further agrees that no work shall be scheduled for the above-mentioned improvements without the Village Engineer's approval of starting date and schedule, which shall be submitted by the **DEVELOPER** for approval by the Village Engineer work is scheduled to begin. The Village Engineer's approval shall not be unreasonably withheld. No building permits shall be issued until the Village Engineer has inspected and recommended for approval; the multi-use trail provided for in the Trail Plan (**EXHIBIT F**) and the storm water management facilities provided for in the Storm Water Management Plan (**EXHIBIT C**), are in place and constructed in accordance with all applicable requirements of this **AGREEMENT**. Subject to the approval by the Village Engineer, commencement of construction shall be at the discretion of the **DEVELOPER**.

**D. Change Order to Work.**

The **DEVELOPER** further agrees that the **VILLAGE** 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 **VILLAGE** and the **DEVELOPER**. Said changes are to be in writing, executed by **DEVELOPER** and the **VILLAGE**, and are to be attached as exhibits and incorporated herein.

**E. Acceptance of Work.**

The **VILLAGE** shall review the **IMPROVEMENTS** after all **IMPROVEMENTS** are completed and, if acceptable to the Village Engineer, accept such **IMPROVEMENTS** as being in compliance with the standards and specifications of the **VILLAGE**. Inspection and acceptance, if appropriate, will occur within 20 days of written notice from the Village Engineer that the **IMPROVEMENTS** are in compliance with the standards and specifications of the **VILLAGE** and that **all Developer Obligations under this Agreement have been met**. At the option of the **VILLAGE**, if the ground is frozen, the time for final inspection may be extended as necessary, for those **IMPROVEMENTS** which cannot be reasonably inspected when the ground is frozen, 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 **DEVELOPER** shall present to the **VILLAGE** valid lien waivers from all persons providing materials or performing work on the **IMPROVEMENTS** for which approval is sought. Acceptance by the **VILLAGE** does not constitute a waiver by the **VILLAGE** 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 and within the guaranty period.

The **DEVELOPER** further agrees that the dedication of multi-purpose trail **IMPROVEMENTS** will not be accepted by the **VILLAGE** until they have been reviewed and recommended for approval by the **MUNICIPAL ENGINEER** and furthermore until all outstanding **VILLAGE** incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the **VILLAGE** indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished under this **AGREEMENT**.



The **DEVELOPER** agrees to provide for maintenance and repair of all required public **IMPROVEMENTS** until the **VILLAGE** formally accepts such **IMPROVEMENTS**.

The **VILLAGE** will provide timely notice to the **DEVELOPER** whenever observation reveals that an improvement does not conform to the **VILLAGE's** standards and specifications, or is otherwise defective. The **DEVELOPER** shall have 30 days from the issuance of such notice to correct the defect. However, the **DEVELOPER** shall not be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. As used herein, the term "Force Majeure" shall mean any war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, strikes or lockouts, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the **DEVELOPER** or its agents or contractors, as applicable. The **VILLAGE** shall not declare a default under this **AGREEMENT** during the 30 day correction period on account of any such defect unless it is clear the **DEVELOPER** does not intend to correct the defect or unless the **VILLAGE** determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

**DEVELOPER** shall furnish the Village Engineer with copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD and in PDF, portable document format. The Village Engineer shall prepare "record drawings" of the improvements, at **DEVELOPER'S** expense within 30 calendar days of binder course placement.

The Storm Water Management improvements called for hereunder will remain the private property of the **DEVELOPER**. However, it is the intention of the **VILLAGE**, through this **AGREEMENT**, to ensure that said storm water management improvements are constructed in accordance with the approved Storm Water Management Plan. With regard to the multi-purpose trail, it is the intention of the parties that this trail will be constructed at the expense of the **DEVELOPER** and will be dedicated to the **VILLAGE** upon completion subject to the acceptance of those **IMPROVEMENTS** based upon the **DEVELOPER's** compliance with the terms of this **AGREEMENT** and the **VILLAGE's** requirements for the construction of such trail.

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

The **DEVELOPER** hereby expressly agrees to indemnify and hold the **VILLAGE** and its agents harmless from and against all claims, costs, including actual attorney fees, 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 **DEVELOPER** further agrees to aid and defend the **VILLAGE** or its agents (at no cost to the **VILLAGE** 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 **DEVELOPER**. The **DEVELOPER** is not an agent or employee of the **VILLAGE**. The **DEVELOPER** shall require all Contractors and subcontractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the **VILLAGE**, and provide insurance coverage's that are established by the **VILLAGE**, which are attached hereto as **Exhibit E**. The **DEVELOPER** shall also require Contractors engaged in the construction of this project to maintain a current Endorsement to their Insurance Policy, naming the **VILLAGE** as an additional insured on a primary and non-



contributory basis, in the form of a policy endorsement acceptable to the Village Attorney, on file with the Village Engineer and to provide evidence of such coverage and the evidence of the commitment to indemnify to the **VILLAGE**. Said policy shall also indicate that in the event of material modification or termination, the **VILLAGE** shall receive not less than thirty days advanced notice of said action.

**G. Guarantee of Work.**

The **DEVELOPER** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the Village Board (the **Guarantee Period**). During the **Guarantee Period** a Letter of Credit in the amount of 10% of the original estimated cost of all public improvements provided for hereunder shall remain in force for the full length of the one (1) year **Guarantee Period**.

**H. Compliance with Agreement.**

The **DEVELOPER** shall fully comply with any and all provisions of this **AGREEMENT** and with all Municipal Ordinances, whether or not specifically addressed in this **AGREEMENT** including but not limited to:

**1. Grading, Erosion Control and Barricades:**

- a. The **DEVELOPER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **VILLAGE**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD). Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.
- b. The **DEVELOPER** shall obtain the approval of the Village Engineer for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. The **DEVELOPER** shall adhere to conditions of the approval and grants the right-of-entry on the property to designated personnel of the **VILLAGE** to inspect and monitor compliance with this requirement.

**2. Storm Water Management Structures:**

- a. The **DEVELOPER** shall install all storm water management facilities including related public and private storm sewers required by **VILLAGE** Ordinance and the plans and specifications approved by the Village Engineer. The **DEVELOPER** shall furnish the **VILLAGE** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the storm water management system prior to **VILLAGE's** acceptance of dedication of the public storm water management facilities located within the road right-of-way.
- b. The **DEVELOPER** shall be responsible for the maintenance of all required storm water facilities. The **DEVELOPER** shall remain responsible for the maintenance responsibilities to the **DEVELOPER**. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately. **DEVELOPER** agrees to enter into a Storm Water Maintenance Agreement in a form and content acceptable to the **VILLAGE** and in accordance with the Village Ordinances on such subject, which Agreement shall be binding upon the owners of the property, their heirs, successors and assigns.
- c. All underground services shall be constructed according to Village specifications and/or as reasonably required by Department Heads and Village Engineer.



3. **Other Improvements Required:**

- a. Where standards and/or specifications have not been established or referenced by the **VILLAGE**, all work shall be made in accordance with established engineering and construction practices as designated and approved by the Village Engineer.
- b. The **DEVELOPER** shall be responsible for the control of all weeds, grass and underbrush on the property. All subsequent owners of the property shall be responsible for weed control.

I. **DEVELOPER to Reimburse the VILLAGE for Costs Sustained.**

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

- a. The cost of Village 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 **VILLAGE** representing the **VILLAGE's** cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of **VILLAGE** equipment employed.
- c. The cost of mileage reimbursed to Village employees, which is attributed to the land division.
- d. The costs incurred by the **VILLAGE** in connection with the cost for review and approval of legal documents including deed restrictions.
- e. All consultant fees paid by the **VILLAGE**, including planning, legal and engineering, associated with this **AGREEMENT** and the **IMPROVEMENTS** shall be reimbursed by **DEVELOPER** at the invoiced amount plus a one percent (1%) administrative fee in accordance with Village Ordinance.

J. **Surety.**

- a. Prior to commencing work on the **IMPROVEMENTS**, the **DEVELOPER** agrees to furnish the **VILLAGE** with surety in the form of an irrevocable letters of credit, or other such form as deemed acceptable by the **VILLAGE** in the minimum amount of 120% of estimated costs to secure performance of this **AGREEMENT** in accordance with the **VILLAGE'S** Land Division Ordinance. A letter of credit shall remain in full force and effect until completion of the Guaranty Period, as defined in Article I Paragraph G of this **AGREEMENT**. Pursuant to Village specifications, the **IMPROVEMENTS** provided for hereunder shall be completed to the satisfaction of the **VILLAGE**. The **DEVELOPER's** letter of credit will not be released in full until the **IMPROVEMENTS** called for hereunder are constructed as required under the terms of this **AGREEMENT**.
- b. As work progresses on installation of **IMPROVEMENTS** constructed as part of the **AGREEMENT**, the Village Engineer, upon written request from the **DEVELOPER** from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of the construction of the **IMPROVEMENTS** are completed by the **DEVELOPER**, and the Village Engineer recommends a reduction in the surety, the Village Board is authorized, upon submission of lien waivers by the **DEVELOPER'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 Village Board of the **IMPROVEMENTS** constructed as part of this **AGREEMENT**, the **VILLAGE** agrees to reduce the surety to the amount set



forth in Article I Paragraph G of this Agreement to secure performance of the guarantee during the guarantee period described in this **AGREEMENT**, subject to the approval of the Village Engineer.

**K. DEVELOPER'S Designated Project Manager.**

The **DEVELOPER** hereby appoints JAY CAMPBELL as the Project Manager, said individual shall act as the **DEVELOPER'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: cell phone (262) 894-4572 or office phone (262) 4760. The mailing address of **DEVELOPER** for this construction project shall be as follows: Mr. Jay Campbell, c/o Campbell Construction, 461 River Crest Court, Mukwonago, Wisconsin, 53149. In the event that the project manager is replaced, then the **DEVELOPER** shall notify the Village Zoning Administrator, Village Clerk and Village Engineer in writing within 3 business days of the replacement.

**L. Engineer of Record.**

The **VILLAGE** hereby appoints Jerad Wegner of Ruekert and Mielke as the Engineer for the project. His telephone number is (262) 542-5733 and his mailing address is: Ruekert & Mielke, W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin 53188-1020

**ARTICLE II – 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 **DEVELOPER**. Nor does the **VILLAGE** warrant by this **AGREEMENT** that the **DEVELOPER** is entitled to any other approvals required.

**B. 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** or be deemed a waiver of any subsequent default or defaults of the same type. The **VILLAGE'S** failure to exercise any right under this **AGREEMENT** shall not constitute the approval of any wrongful act by the **DEVELOPER** or the acceptance of any **IMPROVEMENT**.

**C. Amendment/Modification.**

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

**D. Default.**

A default is defined herein as the **DEVELOPER'S** breach of, or failure to comply with, the terms of this **AGREEMENT**. The **VILLAGE** 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 **DEVELOPER**, stopping all construction in the approved final plat, or not issuing building permits.



**E. Entire Agreement.**

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

**F. Time.**

For the purpose of computing the commencement, abandonment, and completion periods, and time periods for **VILLAGE** 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 **DEVELOPER** or **VILLAGE** from performing its obligations under the **AGREEMENT**.

**G. 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**.

**H. Benefits.**

The benefits of this **AGREEMENT** to the **DEVELOPER** are personal and shall not be assigned without the express written approval for the **VILLAGE**. 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 **DEVELOPER** and also shall be binding on the heirs, successors, and assigns of the **DEVELOPER**. The **VILLAGE** shall release the original **DEVELOPER'S** letter of credit if it accepts new security from any subsequent **DEVELOPER** or lender who obtains the property. However, no act of the **VILLAGE** shall constitute a release of the original **DEVELOPER** from its liability under this **AGREEMENT**.

**I. Immunity.**

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

**J. Notice.**

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing 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**

**Mikko Erkamaa**  
c/o The Point Apartments LLC  
W3468 County Road J  
East Troy, WI 53120

and

Attorney Joseph Tierney IV  
Davis Kuelthau SC  
111 E. Kilbourn Ave., Ste. 1400



10/01/2019

Milwaukee, WI 53202-6677

If to VILLAGE

**VILLAGE OF MUKWONAGO**

Diana Dykstra, Village Clerk  
440 River Crest Court  
Mukwonago, WI 53149

WITH COPIES TO

**Attorney Mark G. Blum**

720 Clinton Street  
Waukesha, WI 53186  
OR

**Mr. Jerad Wegner, P.E.**

Ruekert & Mielke  
W233 N2080 Ridgeview Parkway  
Waukesha, WI 53188-1020

**K. Recordation.**

The **VILLAGE** 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.

**L. 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 to any other court whether state or federal.

**M. Impact Fees.**

As required in the Village Ordinances, Lot Owners shall pay all sewer, water and park impact fees for their lot to the **VILLAGE**, prior to the **VILLAGE** issuing a building permit for the Lot.

**N. Building Permits.**

No building permits for the construction of the anticipated structures as approved as part of the development plan for this development shall be issued until the storm water management improvements provided for, and the storm water management plan, have been installed and approved by the **VILLAGE**.

**O. Effective Date.**

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



10/01/2019

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

VILLAGEE OF MUKWONAGO, Waukesha and Walworth Counties

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

Attest: \_\_\_\_\_  
Diana Dykstra, Village Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN )

COUNTY OF WAUKESHA )

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

Signed \_\_\_\_\_

Printed Name: \_\_\_\_\_

Notary Public , State of Wisconsin

My Commission expires \_\_\_\_\_



10/01/2019


MIKKO ERKAMAA

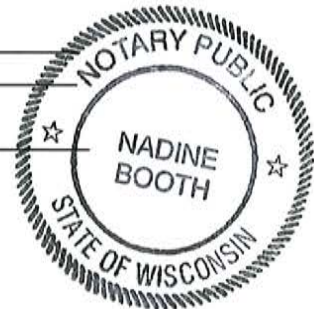
  
Mikko Erkamaa

ACKNOWLEDGMENT

STATE OF WISCONSIN     )  
  ) ss.  
Waukesha COUNTY     )

Personally came before me this 10<sup>th</sup> day of October, 2019, the above named Mikko Erkamaa, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Signed   
Printed Name: Nadine Booth  
Notary Public, State of Wisconsin  
My Commission expires 1-31-2020





10/01/2019

**Exhibit A**  
**LEGAL DESCRIPTION**



# EXHIBIT "A"

## GRANTOR PARCEL

### LEGAL DESCRIPTION:

A consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, 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 Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°55'04" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 249.96 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

Said Parcel contains 193,015 Square Feet (or 4.4310 Acres) of land, more or less.

Date: 9/26/2019

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Deborah L. Joers, P.L.S.  
Professional Land Surveyor, S-2132  
**TRIO ENGINEERING, LLC**  
4100 N. Calhoun Road, Suite 300  
Brookfield, WI 53005



10/01/2019

**EXHIBIT B**  
**PUBLIC IMPROVEMENT COSTS**  
**LIST OF WORK AND RESPONSIBILITIES OF THE DEVELOPER**



10/01/2019

**EXHIBIT C**  
**STORM WATER MANAGEMENT PLAN**



The Pointe Apartments, LLC, as "Owner" of the property described in Exhibit A, in accordance with Chapter 34 of the Village of Mukwonago Municipal Code, agrees to install and maintain storm water management practices on the subject property in accordance with approved plans and Storm Water Permit conditions. The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue 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 - 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:** Design Summary - contains a summary of key Engineering calculations and other data used to design the storm water management practices.

**Exhibit E:** As-built survey (to be recorded as an addendum) - shows a detailed "as-built" cross section and plan view of the storm water management practices.

**Exhibit F:** Engineering/Construction Verification (to be recorded as an addendum) - provides verification from the project engineer that the design and construction of the storm water management practices complies with all applicable technical standards and the Village's requirements.

NOTE: After construction verification has been accepted by the Village of Mukwonago, for all planned storm water management practices, an addendum(s) to this agreement shall be recorded by the Owner showing construction details and construction verification. The addendum(s) may contain several additional exhibits, as described below.

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

1. Upon execution of this Agreement, the Village shall record the Agreement at the Waukesha County or Walworth County Register of Deeds, as applicable. The recording of this Agreement shall be a condition for the issuance of a Storm Water Permit. An addendum to this Agreement shall be recorded upon project completion which shall include submittal of Exhibit E and Exhibit F in an acceptable form to the Village. The recording of Amendment #1 including Exhibit E and Exhibit F shall be a condition for the issuance of an occupancy permit.
2. The current titleholder and/or Owner's Association shall construct, maintain and, if necessary, reconstruct the storm water management practices so as to maintain their compliance with applicable governmental, statutes, ordinances or rules. The current titleholder and/or Owner's Association shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practices identified in Exhibit B in accordance with the maintenance plan contained in Exhibit C.



3. The current titleholder and/or Owner's Association shall, at their own cost inspect the storm water best management practices on an annual basis and maintain records of annual inspections and maintenance performed. Records shall be made available to the Village upon request within 30 days of written notice. Annual inspections shall be performed as detailed in Exhibit C Maintenance Plan of the storm water maintenance agreement and shall be performed to determine if the facility is functioning within the design parameters. Commencing in October 2020 and every five years thereafter the current titleholder and/or Owner's Association shall, at their own cost, have a certification inspection of the storm water management practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago no later than December 31 of the same year. Upon written notification by Village of Mukwonago or its designee the current titleholder and/or Owner's Association 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 practices conducted by a professional engineer, who shall then file a report with the Village of Mukwonago. The current titleholder and/or Owner's Association shall thereafter timely complete any maintenance or repair work recommended in any of the above reports. The current titleholder and/or Owner's Association shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 2 above, the Village of Mukwonago, or its designee, is authorized but not required to access the property as necessary to conduct inspections of the storm water management BMP's to ascertain compliance with the terms and 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(s) described in paragraph 3 above, if the Village of Mukwonago reasonably concludes that such work is necessary and consistent with the intent of this agreement and /or with Chapter 34 of the Village Code of Ordinances. Upon notification by the Village of Mukwonago of required maintenance or repairs, the current titleholder and/or Owner's Association shall complete the specified maintenance or repairs within a reasonable time frame, as determined by the Village of Mukwonago.
5. If the current titleholder and/or Owner's Association does not complete an inspection under 3 above or complete the required maintenance or repairs under 2 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 cost of inspections or measures undertaken by the Village pursuant to this agreement shall be first paid from the proceeds of any surety maintained to



secure the performance by the Owner/Developer of its obligations under this agreement and the conditions of the use, site and architectural approval. In the event that the costs of said measures shall exceed the value of the surety or the surety has expired or been terminated, then in that event the cost of said measures shall be assessed as a special charge for current services pursuant to Wis Stat Sec. 66.0627. Any such assessment which is not paid within 60 days after billing shall be deemed a delinquent special charge and shall become a lien upon the parcel against which such charge has been assessed. Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the parcels for which payment has not been received by the Village and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges. The Developer hereby consents to the levy of such charge and waives notice and the right to hearing.

6. This Agreement shall run with the property and be binding upon all heirs, successors and assigns. Any modifications shall conform to the minimum requirements of Chapter 34 (or its successor) and be written so as to ensure the long-term maintenance of the storm water BMP's.
7. The Owner/Developer agrees to pledge a surety in a form acceptable to the Village of Mukwonago to secure performance of the obligations arising from the construction and maintenance of the storm water BMPs provided for under this Agreement in the amount of 120% of the actual cost of the storm water BMPs. Said surety shall remain in effect for a period of three (3) years from the date of the execution of this Agreement or until drawn upon in full by the Village or one year (1) from the date of the certification of the storm water improvements whichever occurs first. Release of the surety prior to the deadlines stated herein shall be governed by Mukwonago Village code section 34-108(c) as amended
8. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

Dated this 15<sup>th</sup> day of October, 201 19

Owner:

  
Authorized Representative of The Pointe Apartments, LLC

Mikko Erkkamaa  
(Printed Name of Authorized Representative)



State of Wisconsin:  
County of Waukesha

Personally came before me this 10<sup>th</sup> day of October, 2019, the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.



Nadine Booth  
Notary Public, Waukesha County, WI  
My commission expires: 1.31.2020

Accepted by the Village of Mukwonago this \_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_

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

\_\_\_\_\_  
Diana Dykstra, Village Clerk

This document was drafted by:  
Trio Engineering, LLC  
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The following description 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.

**CERTIFIED SURVEY MAP NO.**

BEING A CONSOLIDATION OF LANDS IN A PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35 TOWN 5 NORTH, RANGE 18 EAST, IN THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

STATE OF WISCONSIN )  
 )ss  
COUNTY OF WAUKESHA)

I, Deborah L. Joers, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped a consolidation of lands in a part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, 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 Northwest Corner of the Northeast 1/4 of said Section 35, thence North 89°35'49" East along the North line of said Northeast 1/4 Section, a distance of 1013.82 feet to a point on the centerline of "Main Street" (C.T.H. "ES"); thence South 13°54'55" West along said Centerline, 645.48 feet to a point; thence North 87°42'05" West, 42.85 feet to a point; thence South 46°28'55" West, 33.48 feet to the West Right-of-Way line of "Main Street" (C.T.H. "ES") and the place of beginning of lands hereinafter described;

Thence South 13°54'55" West along said West Right-of-Way line, 800.00 feet to a point on the North line of Parcel A of Certified Survey Map No. 1801; thence North 76°05'05" West along said North line, 250.00 feet to the Northwest corner of said Parcel A; thence South 13°54'55" West along the West Line of said Parcel A, 124.99 feet to the Northeast corner of Parcel B of Certified Survey Map No. 6450; thence North 76°05'05" West along the North line of said Parcel B, 181.56 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 565.64 feet along the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 35°39'10" East, 565.17 feet to a point; thence North 76°05'05" West along a tie line, 110.63 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; Thence North 31°36'32" East along the East line of Whispering Bay Condominium Phase 1, 155.81 feet to a point; thence North 68°50'14" East along a Meander Line of "Lower Phantom Lake", 50.00 feet to a point on the West Right-of-Way line of the "Friends of East Troy Railroad"; thence Southwesterly 197.97 feet along said West Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4105.88 feet and whose chord bears South 40°23'56" West, 197.95 feet to a point; thence South 76°05'05" East along a tie line, 110.63 feet to a point on the East Right-of-Way line of the "Friends of East Troy Railroad"; thence Northeasterly 457.84 feet along said East Right-of-Way line and the arc of a curve whose center lies to the Southeast, whose radius is 4005.88 feet and whose chord bears North 42°58'20" East, 457.59 feet to the point of beginning of this description.

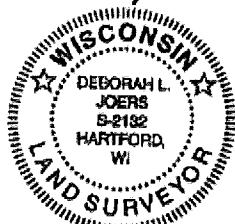
Said Parcel contains 193,029 Square Feet (or 4.4313 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of the **THE POINTE APARTMENTS, LLC**, owners of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Platting Ordinances of the Village of Mukwonago in surveying, dividing and mapping the same.

Dated this 26<sup>th</sup> day of September, 20 19



*Deborah L. Joers*  
Deborah L. Joers, P.L.S.  
Professional Land Surveyor, S-2132  
**TRIO ENGINEERING, LLC**  
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Drafted this 26th Day of September, 2019

THIS INSTRUMENT WAS DRAFTED BY DEBORAH L. JOERS, S-2132

Job, No. 19-006-1059-01

SHEET 5 OF 7

THIS INSTRUMENT WAS DRAFTED BY DEBORAH E. ZORN  
E-LOEB@WZRO.COM DOCUMENT#1003-1803-0150 [www.wzorn.com](http://www.wzorn.com) Copyright © 2003 WZRO, The John A. Pappas CSM, Inc.



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## **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.

#### **UNDERGROUND DETENTION & RAIN GARDEN**

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

The underground storage chambers and rain garden are designed to remove at least 40% 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. Storm sewer systems on site function to convey runoff to the underground storage chambers, as well as filter pollutants, especially from smaller storms. To function correctly, the rain garden and underground detention facilities' 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.



## **Exhibit C – Continued**

### **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 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.



## Underground ADS Detention Basin:

### THE ISOLATOR<sup>®</sup> ROW

#### INTRODUCTION

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row is a technique to inexpensively enhance Total Suspended Solids (TSS) removal and provide easy access for inspection and maintenance.

#### THE ISOLATOR ROW

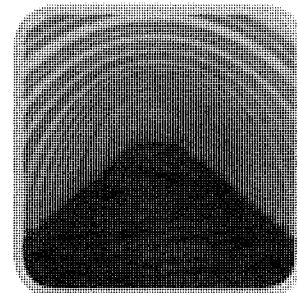
The Isolator Row is a row of StormTech chambers, either SC-160LP, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for settling and filtration of sediment as storm water rises in the Isolator Row and ultimately passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC-310-3 and SC-740 models) allow storm water to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row protecting the storage areas of the adjacent stone and chambers from sediment accumulation.

Two different fabrics are used for the Isolator Row. A woven geotextile fabric is placed between the stone and the Isolator Row chambers. The tough geotextile provides a media for storm water filtration and provides a durable surface for maintenance operations. It is also designed to prevent scour of the underlying stone and remain intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the perforations in the sidewall of the chamber. The non-woven fabric is not required over the SC-160LP, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

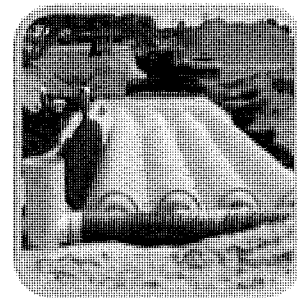
The Isolator Row is typically designed to capture the "first flush" and offers the versatility to be sized on a volume basis or flow rate basis. An upstream manhole not only provides access to the Isolator Row but typically includes a high flow weir such that storm water flowrates or volumes that exceed the capacity of the Isolator Row overtop the over flow weir and discharge through a manifold to the other chambers.

The Isolator Row may also be part of a treatment train. By treating storm water prior to entry into the chamber system, the service life can be extended and pollutants such as hydrocarbons can be captured. Pre-treatment best management practices can be as simple as deep sump catch basins, oil-water separators or can be innovative storm water treatment devices. The design of the treatment train and selection of pretreatment devices by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, the Isolator Row is recommended by StormTech as an effective means to minimize maintenance requirements and maintenance costs.

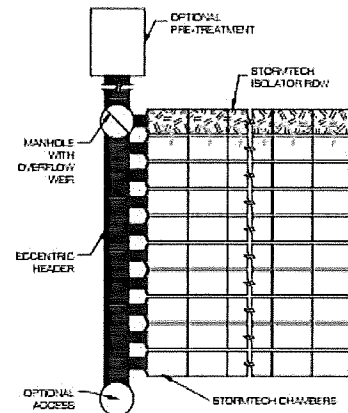
*Note: See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row.*



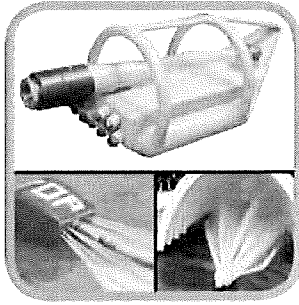
Looking down the Isolator Row from the manhole opening, woven geotextile is shown between the chamber and stone base.



StormTech Isolator Row with Overflow Spillway (not to scale)







## ISOLATOR ROW INSPECTION/MAINTENANCE

### INSPECTION

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

The Isolator Row incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row, clean-out should be performed.

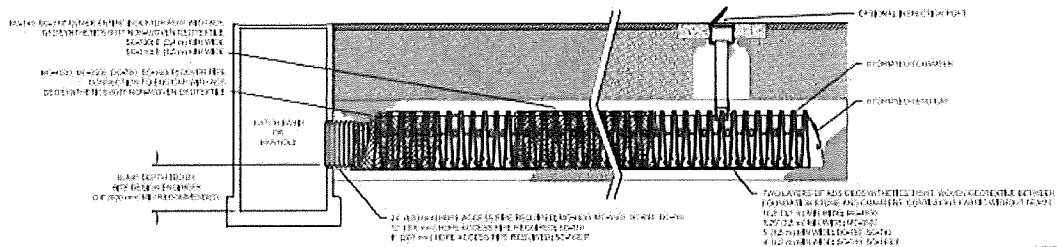
### MAINTENANCE

The Isolator Row was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45° are best. Most JetVac reels have 400 feet of hose allowing maintenance of an Isolator Row up to 50 chambers long. The JetVac process shall only be performed on StormTech Isolator Rows that have AASHTO class 1 woven geotextile (as specified by StormTech) over their angular base stone.

### StormTech Isolator Row (not to scale)

*Note: Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row.*





## ISOLATOR ROW STEP BY STEP MAINTENANCE PROCEDURES

### STEP 1

Inspect Isolator Row for sediment.

#### A) Inspection ports (if present)

- i. Remove lid from floor box frame
- ii. Remove cap from inspection riser
- iii. Using a flashlight and stadia rod, measure depth of sediment and record results on maintenance log.
- iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

#### B) All Isolator Rows

- i. Remove cover from manhole at upstream end of Isolator Row
- ii. Using a flashlight, inspect down Isolator Row through outlet pipe
  1. Mirrors on poles or cameras may be used to avoid a confined space entry
  2. Follow OSHA regulations for confined space entry if entering manhole
- iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2. If not, proceed to Step 3.

### STEP 2

Clean out Isolator Row using the JetVac process.

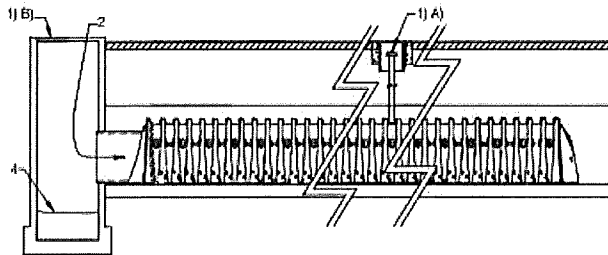
- A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
- B) Apply multiple passes of JetVac until backflush water is clean
- C) Vacuum manhole sump as required

### STEP 3

Replace all caps, lids and covers, record observations and actions.

### STEP 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



### SAMPLE MAINTENANCE LOG

| Date    | Stadia Rod Readings                  |                                       | Sediment Depth<br>(1)-(2) | Observations/Actions   | Inspector |
|---------|--------------------------------------|---------------------------------------|---------------------------|--|-----------|
|         | Fixed point to chamber<br>bottom (1) | Fixed point to top of<br>sediment (2) |                           |  |           |
| 2/15/11 | 6.3 ft                               | none                                  |                           | New installation, Fixed point is C1 frame at grade                         | DJM       |
| 9/24/11 |                                      | 6.2                                   | 0.1 ft                    | Some grit felt   | SM        |
| 6/20/13 |                                      | 6.8                                   | 0.5 ft                    | Mucky feel, debris visible in manhole and in Isolator Row, maintenance due | NV        |
| 7/7/13  | 6.3 ft                               |                                       | 0                         | System jetted and vacuumed   | DJM       |



## **STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE**

### **I. INSPECTION**

#### **A. Frequency**

- a. Inspect catch basins, inlets and manholes at least once per year.
- b. Inspect storm sewer end sections at least twice per year and after major rainfall events.

#### **B. Inspection**

##### **a. Catch Basins, Inlets and Manholes**

- i. Inspect for sediment deposition in the bottom of structures.
- ii. Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames.
- iii. Check chimneys for cracked mortar, cracked lift rings and spalling.
- iv. Check for leaks at joints.
- v. Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.

##### **b. Storm Sewer End sections**

- i. Observe for obstructions, accumulation of sediment and trash, undermining and joint separation.
- ii. Inspect end treatment for settlement, scour and displaced armoring.

### **II. STANDARD MAINTENANCE**

#### **A. Catch Basins, Inlets and Manholes**

- a. Repair any deterioration threatening structural integrity immediately.
- b. Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure.
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced.
- d. Repair leaking joints.
- e. Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f. Remove potential sources of contamination away from catch basins, inlets and manholes.

#### **B. Storm Sewer End sections**



- a. End sections should be free flowing; trash, debris and obstructions should be removed to prevent backups.
- b. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- c. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d. Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

### III. NON-STANDARD MAINTENANCE

- A. Non-standard maintenance includes inspection, repair or replacement of buried structures.
  - a. Televising of buried structures (pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
  - b. Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.



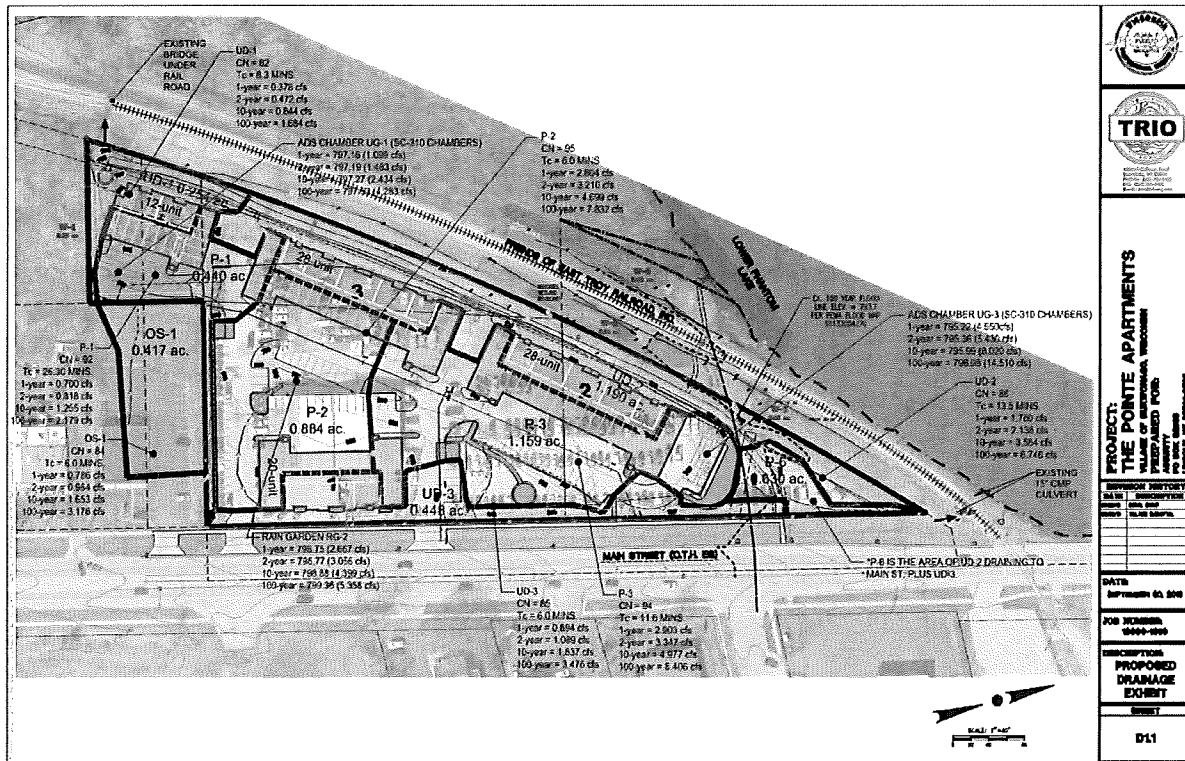
## Exhibit D Design Summary

The proposed development will include four (4) buildings containing twelve (12) to Twenty-eight (28) units for a total of 89 units, including associated driveways, parking lots, and sidewalks, and stormwater management facilities.

The proposed development has been intentionally designed with sensitivity to storm water drainage, recognizing that existing drainage patterns should be maintained while measures should be taken to improve drainage and alleviate or maintain proposed discharges to pre-development levels as described by chapter 34 of the Village of Mukwonago Municipal Code. Water quality has also been addressed to meet or exceed the Village of Mukwonago requirements for Total Suspended Solid (TSS) removal.

### Proposed Drainage Areas

The proposed project is divided in to seven (7) drainage areas, which include detained, un-detained, and offsite drainage areas. The following is a description of the proposed drainage areas; please refer to the drainage map for additional information:





### Drainage Summary

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed P-1                 |                                  | Subwatershed P-2 |  |
|---|----------------------------------|----------------------------------|------------------|--|
|   | Pre-develop                      | Post-develop                     | Pre-develop      | Post-develop   |
| <b>Watershed areas (in acres)</b><br><i>(see attached map)</i>                  | 0.440 acres                      | 0.440 acres                      | 0.884 acres      | 0.884 acres  |
| <b>Average Watershed Slopes (%)</b>   | 1.5%                             | 3%                               | 0.5-3%           | 2-5%   |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                       | 25% Impervious<br>75% Open Space | 90% Impervious<br>10% Open Space | 100% Impervious  | 90% Impervious<br>10% Open Space                     |
| <b>Runoff Curve Numbers</b>   | RCN = 82                         | RCN = 92                         | RCN = 87         | RCN = 95   |
| <b>Conveyance Systems Types</b>   | Grass waterway                   | Storm Sewer                      | Paved waterway   | Grass Swale & Storm Sewer                            |
| <b>Summary of Average Conveyance System Data</b>                                | 1.5% Grade                       | 0.45% Grade                      | 1.75% Grade      | 2' deep grass swale @ 5% grade & Storm Sewer @ 0.28% |
| <b>Time of Concentration (Tc)</b><br><i>(see attached map &amp; worksheets)</i> | 0.48 hrs.                        | 0.44 hrs.                        | 0.27 hrs.        | 0.10 hrs.  |
| <b>25% of 2-yr 24-hr post dev runoff volume</b>                                 | N/A                              | 0.017 ac. ft.                    | N/A              | 0.037 ac. ft.  |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 0.425 cfs                        | 0.700 cfs.                       | 1.705 cfs        | 2.804 cfs  |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>             | 0.525 cfs                        | 0.818 cfs                        | 2.020 cfs        | 3.210 cfs  |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 0.921 cfs                        | 1.255 cfs                        | 3.205 cfs        | 4.699 cfs  |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>           | 1.816 cfs                        | 2.179 cfs                        | 5.758 cfs        | 7.832 cfs  |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed P-3 |                                  | Subwatershed UD-1 |                                  |
|---|------------------|----------------------------------|-------------------|----------------------------------|
|   | Pre-develop      | Post-develop                     | Pre-develop       | Post-develop                     |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>           | 1.127 acres      | 1.127 acres                      | 0.254 acres       | 0.254 acres                      |
| <b>Average Watershed Slopes (%)</b>   | 2%               | 3.5-5%                           | 2-11%             | 10-18%                           |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                       | 100% Impervious  | 67% Impervious<br>33% Open Space | 100% Open Space   | 50% Impervious<br>50% Open Space |
| <b>Runoff Curve Numbers</b>   | RCN = 91         | RCN = 94                         | RCN = 81          | RCN = 82                         |
| <b>Conveyance Systems Types</b>   | Grass waterway   | Storm Sewer                      | Grass waterway    | Grass waterway                   |
| <b>Summary of Average Conveyance System Data</b>                                | 2% Grade         | 21" Storm Sewer @ 0.28%          | 6.5% Grade        | 14% Grade                        |
| <b>Time of Concentration (Tc)</b><br><i>(see attached map &amp; worksheets)</i> | 0.10 hrs.        | 0.19 hrs.                        | 0.52 hrs.         | 0.14 hrs.                        |
| <b>25% of 2-yr/24-hr post dev runoff volume</b>                                 | N/A              | 0.050 ac. ft.                    | N/A               | 0.006 ac. ft.                    |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 3.093 cfs        | 2.903 cfs                        | 0.191 cfs         | 0.378 cfs                        |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>             | 3.615 cfs        | 3.347 cfs                        | 0.241 cfs         | .472 cfs                         |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 5.549 cfs        | 4.977 cfs                        | 0.444 cfs         | 0.844 cfs                        |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>           | 9.624 cfs        | 8.406 cfs                        | 0.912 cfs         | 1.684 cfs                        |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements  | Subwatershed UD-2                |                                  | Subwatershed UD-3                |                                  |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
|  | Pre-develop                      | Post-develop                     | Pre-develop                      | Post-develop                     |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>                      | 1.190 acres                      | 1.190 acres                      | 0.480 acres                      | 0.480 acres                      |
| <b>Average Watershed Slopes (%)</b>  | 3%                               | 5-10%                            | 1.1%                             | 1-4.5%                           |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                                  | 50% Impervious<br>50% Open Space | 50% Impervious<br>50% Open Space | 75% Impervious<br>25% Open Space | 67% Impervious<br>33% Open Space |
| <b>Runoff Curve Numbers</b>  | RCN = 91                         | RCN = 86                         | RCN = 92                         | RCN = 84                         |
| <b>Conveyance Systems Types</b>  | Grass/Paved<br>waterway          | Grass/Paved waterway             | Grass/Paved<br>waterway          | Grass/Paved<br>waterway          |
| <b>Summary of Average<br/>Conveyance System Data</b>                                       | 3% Grade                         | 7.5% Grade                       | 1.1% Grade                       | 3% Grade                         |
| <b>Time of Concentration (T<sub>c</sub>)</b><br><i>(see attached map &amp; worksheets)</i> | 0.12 hrs.                        | 0.225 hrs.                       | 0.11 hrs.                        | 0.10 hrs.                        |
| <b>25% of 2-yr 24-hr post<br/>dev runoff volume</b>  | N/A                              | 0.034 ac. ft.                    | N/A                              | 0.012 ac. ft.                    |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                       | 3.121 cfs                        | 1.760 cfs                        | 1.369 cfs                        | 0.894 cfs                        |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                        | 3.657 cfs                        | 2.138 cfs                        | 1.586 cfs                        | 1.089 cfs                        |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                       | 5.649 cfs                        | 3.584 cfs                        | 2.390 cfs                        | 1.837 cfs                        |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>                      | 9.858 cfs                        | 6.746 cfs                        | 4.084 cfs                        | 3.476 cfs                        |



### Drainage Summary (Cont.)

The following describes the peak flows associated with the proposed drainage areas.

| Summary Data Elements   | Subwatershed OS-1                |                                  |
|---|----------------------------------|----------------------------------|
|   | Pre-develop                      | Post-develop                     |
| <b>Watershed areas</b> <i>(in acres)</i><br><i>(see attached map)</i>           | 0.417 acres                      | 0.417 acres                      |
| <b>Average Watershed Slopes (%)</b>   | 2%                               | 2%                               |
| <b>Land Uses (% of each)</b><br><i>(see attached map)</i>                       | 50% Impervious<br>50% Open Space | 50% Impervious<br>50% Open Space |
| <b>Runoff Curve Numbers</b>   | RCN = 84                         | RCN = 84                         |
| <b>Conveyance Systems Types</b>   | Grass/Paved<br>waterway          | Grass/Paved waterway             |
| <b>Summary of Average<br/>Conveyance System Data</b>                            | 2% Grade                         | 2% Grade                         |
| <b>Time of Concentration (Tc)</b><br><i>(see attached map &amp; worksheets)</i> | 0.10 hrs.                        | 0.10 hrs.                        |
| <b>25% of 2-yr 24-hr post<br/>dev runoff volume</b>                             | N/A                              | 0.010 ac. ft.                    |
| <b>1-year/24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 0.786 cfs                        | 0.786 cfs                        |
| <b>2-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>             | 0.964 cfs                        | 0.964 cfs                        |
| <b>10-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>            | 1.653 cfs                        | 1.653 cfs                        |
| <b>100-yr./24 hour Peak Flow</b><br><i>(see attached hydrographs)</i>           | 3.176 cfs                        | 3.176 cfs                        |



## **Descriptions & Summaries of Storm Water Practices**

The development utilizes storm sewer and controlled overflow routes to convey runoff from the site to the stormwater management facilities. Underground storage facilities are located on the north and south ends with a rain garden located in the middle of the site to provide 40% TSS removal pretreatment prior to discharging from the site. All stormwater facilities are located within the proposed lot owned by The Pointe Apartments, LLC. Access to all facilities is accommodated and provided via private drive aisle on-site.



### Underground Storage UG-1

This underground storage facility is located at the southwest corner of the property near building 4 and collects runoff from drainage area P-1 through proposed storm sewer. Characteristics of this underground chamber system are as follows:

| Underground Storage UG-1   |  | Design Data                                |
|--|--|--|
| <b>Site assessment data: (see attached maps)</b>                   |  |  |
| Contributing drainage areas to basin (P-1 & OS-1)                  |  | 0.857 acres                                |
| Distance to nearest private well (including off-site wells)        |  | >100feet                                   |
| Distance to municipal well (including off-site wells)              |  | >1200 feet                                 |
| Wellhead protection area involved?                                 |  | No   |
| Ground slope at site of proposed basin                             |  | average 3%                                 |
| Any buried or overhead utilities in the area?                      |  | No   |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 123-LF 12" HDPE Storm Sewer @1%            |
| Any downstream roads or other structures? (describe)               |  | N/A  |
| Floodplain, shoreland or wetlands?                                 |  | Yes, adjacent wetlands to the west         |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |  |
| Number of soil investigations completed                            |  | 1 (in basin area)                          |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)                             |
| Average soil texture at pond bottom elevation (USDA)               |  | Silty Clay                                 |
| Distance from pond bottom to bedrock                               |  | >12 feet                                   |
| Distance from pond bottom to seasonal water table                  |  | 12.8 feet B-6                              |
| <b>General basin design data (see attached detailed drawings):</b> |  |  |
| Permanent pool surface area  |  | N/A  |
| Design permanent pool water surface elevation                      |  | N/A  |
| Top of berm elevation (after settling) and width                   |  | N/A  |
| Length/width (dimension/ratio) (Phase 1)                           |  | 48 ft. (L)x 19 ft. (W.) = 2.5:1            |
| Safety shelf design (length, grade, max. depth)                    |  | N/A  |
| Ave. water depth (minus safety shelf/sediment)                     |  | 0 ft. in center                            |
| Sediment forebay size & depth                                      |  | N/A  |
| Sediment storage depth & design maintenance                        |  | See ADS plans and Recommended Maintenance. |

| Underground Storage UG-1 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|---|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 1.218 cfs<br>(Post 1-yr/24hr. peak)   | 1.099 cfs            | 797.16 ft.           | 0.018 acre-feet                                 | #1, #2, & #3                 |
| 1.467 cfs<br>(Post 2-yr./24 hr. peak)   | 1.483 cfs            | 797.19 ft.           | 0.018 acre-feet                                 | #1, #2, & #3                 |
| 2.415 cfs<br>(Post 10-yr./24 hr. peak)  | 2.434 cfs            | 797.27 ft.           | 0.019 acre-feet                                 | #1, #2, & #3                 |
| 4.505 cfs<br>(Post 100-yr/24 hr. peak)  | 4.283 cfs            | 797.53 ft.           | 0.022 acre-feet                                 | #1, #2, & #3                 |

\*  
 #1 = 123-LF 12" outlet pipe @ 0.49%, inv=795.50  
 #2 = 2" orifice, inv=795.50  
 #3= 5' riser, rim elv.=797.00



### Rain Garden RG-2

This rain garden is in the center area of the property between buildings 1 & 3 and collects runoff directly from drainage areas P-2. Characteristics of this rain garden are as follows:

| Rain Garden RG-2   |  | Design Data  |
|--|--|--|
| <b>Site assessment data: (see attached maps)</b>                   |  |  |
| Contributing drainage area to basin (P-2)                          |  | 0.884 acres  |
| Distance to nearest private well (including off-site wells)        |  | >100feet   |
| Distance to municipal well (including off-site wells)              |  | >1200 feet   |
| Wellhead protection area involved?                                 |  | No   |
| Ground slope at site of proposed basin                             |  | average 5%   |
| Any buried or overhead utilities in the area?                      |  | No   |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 2' Dia. Outlet Control Structure                                 |
| Any downstream roads or other structures? (describe)               |  | No   |
| Floodplain, shoreland or wetlands?                                 |  | Yes, wetlands to the north and Phantom Lake Shoreline downstream |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |  |
| Number of soil investigations completed                            |  | 3 (areas surrounding the proposed rain garden)                   |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)   |
| Average soil texture at pond bottom elevation (USDA)               |  | Silty Clay   |
| Distance from pond bottom to bedrock                               |  | >19 feet   |
| Distance from pond bottom to seasonal water table                  |  | No Water Found in soil borings B-3, 4, or 5                      |
| <b>General basin design data (see attached detailed drawings):</b> |  |  |
| Permanent pool surface area  |  | N/A  |
| Design permanent pool water surface elevation                      |  | N/A  |
| Top of berm elevation (after settling) and width                   |  | elev. 799.50   |
| Length/width (dimension/ratio)                                     |  | 110 ft. (L) x 32 ft. (W.) = 3.4:1                                |
| Safety shelf design (length, grade, max. depth)                    |  | N/A  |
| Ave. water depth (minus safety shelf/sediment)                     |  | 0 ft. in center  |
| Sediment forebay size & depth                                      |  | N/A  |
| Sediment storage depth & design maintenance                        |  | yearly maintenance schedule                                      |

| Rain Garden RG-2 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |   |                              |
|---|----------------------|----------------------|---|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. (above perm. pool) | Outflow Control Structures * |
| 2.804 cfs<br>(Post 1-yr/24hr. peak)   | 2.667 cfs            | 798.75 ft.           | 0.035 acre-feet                                 | #1, #2, & #3                 |
| 3.210 cfs<br>(Post 2-yr./24 hr. peak)   | 3.056 cfs            | 798.77 ft.           | 0.036 acre-feet                                 | #1, #2, & #3                 |
| 4.699 cfs<br>(Post 10-yr./24 hr. peak)  | 4.399 cfs            | 798.88 ft.           | 0.039 acre-feet                                 | #1, #2, & #3                 |
| 7.832 cfs<br>(Post 100-yr/24 hr. peak)  | 5.358 cfs            | 799.36 ft.           | 0.057 acre-feet                                 | #1, #2, & #3                 |

\*  
 #1 = 88.6-LF 12" outlet pipe @ 0.5%, inv.=796.00  
 #2 = 2" orifice in outlet control structure, inv.=797.50  
 #3 = 2' Dia. Outlet control structure, rim elev.=798.50



### Underground Storage UG-3

This underground storage facility is located toward the north end of the property, just north of building 2, and collects runoff from drainage area P-3 and discharge from Rain Garden RG-2. Characteristics of this basin are as follows:

| Underground Storage UG-3   |  | Design Data   |
|--|--|---|
| <b>Site assessment data: (see attached maps)</b>                   |  |   |
| Contributing drainage area to basin (P-3 & RG-2)                   |  | 2.048 acres   |
| Distance to nearest private well (including off-site wells)        |  | >100feet  |
| Distance to municipal well (including off-site wells)              |  | >1200 feet  |
| Wellhead protection area involved?                                 |  | No  |
| Ground slope at site of proposed basin                             |  | average 3.5%  |
| Any buried or overhead utilities in the area?                      |  | No  |
| Proposed outfall conveyance system/discharge (w/ distances)        |  | 48-LF 24" HDPE Storm Sewer  |
| Any downstream roads or other structures? (describe)               |  | No  |
| Floodplain, shoreland or wetlands?                                 |  | Yes, wetlands to the west and Phantom Lake Shoreline to the north |
| <b>Soil investigation data (see attached map &amp; soil logs):</b> |  |   |
| Number of soil investigations completed                            |  | 2 (north and south of facility)                                   |
| Do elevations of test holes extend 3ft. below proposed bottom?     |  | Yes (see SWMP)  |
| Average soil texture at pond bottom elevation (USDA)               |  | Silty Clay  |
| Distance from pond bottom to bedrock                               |  | >22 feet  |
| Distance from pond bottom to seasonal water table                  |  | No water observed in borings B-1 or B-2                           |
| <b>General basin design data (see attached detailed drawings):</b> |  |   |
| Permanent pool surface area  |  | N/A   |
| Design permanent pool water surface elevation                      |  | N/A   |
| Top of berm elevation (after settling) and width                   |  | N/A   |
| Length/width (dimension/ratio)                                     |  | 64 ft. (L)x 26 ft. (W.) = 2.5:1                                   |
| Safety shelf design (length, grade, max. depth)                    |  | N/A   |
| Ave. water depth (minus safety shelf/sediment)                     |  | N/A   |
| Sediment forebay size & depth                                      |  | N/A   |
| Sediment storage depth & design maintenance                        |  | See ADS plans and Recommended Maintenance.                        |

| Underground Storage UG-3 Inflow, Outflow & Storage Data<br>(see attached hydrographs and detail drawings) |                      |                      |                              |                              |
|---|----------------------|----------------------|------------------------------|------------------------------|
| Inflow Peak/Volume  | Maximum Outflow Rate | Max. Water Elevation | Storage Volume at Max. Elev. | Outflow Control Structures * |
| 5.431 cfs<br>(Post 1-yr/24hr. peak)   | 4.550 cfs            | 795.22 ft.           | 0.042 acre-feet              | #1, #2, & #3                 |
| 6.247 cfs<br>(Post 2-yr./24 hr. peak)   | 5.430 cfs            | 795.36 ft.           | 0.045 acre-feet              | #1, #2, & #3                 |
| 9.163 cfs<br>(Post 10-yr./24 hr. peak)  | 8.041 cfs            | 795.99 ft.           | 0.056 acre-feet              | #1, #2, & #3                 |
| 13.760 cfs<br>(Post 100-yr/24 hr. peak)   | 14.510 cfs           | 796.98 ft.           | 0.064 acre-feet              | #1, #2, & #3                 |

- \* #1 = 12-inch orifice in proposed outlet structure - flow line elev. @ 793.90  
#2 = 5' riser - rim elev. @ 794.90  
#3 = 47.8-LF 24" outlet pipe @ 0.42%, inv. = 793.90



## Total Site Release Rates

The table below summarizes the storm water release rates associated with the overall development. Per the Village of Mukwonago Storm Water Ordinance standards previously listed, the Allowable Release Rate is defined as;

| TOTAL SITE DISCHARGE |           |            |           |
|----------------------|-----------|------------|-----------|
| STORM EVENT          | EXISTING  | PROPOSED   | ALLOWABLE |
| 1-YR                 | 10.17 CFS | 8.409 CFS  | 10.17 CFS |
| 2-YR                 | 11.98 CFS | 10.540 CFS | 11.98 CFS |
| 10-YR                | 18.74 CFS | 17.25 CFS  | 18.74 CFS |
| 100-YR               | 33.23 CFS | 30.86 CFS  | 33.23 CFS |

## Site Water Quality Summary

### Outfall Output Summary

|   | Runoff Volume<br>(cu. ft.) | Percent Runoff<br>Reduction | Runoff<br>Coefficient<br>(Rv) | Particulate Solids<br>Conc. (mg/L) | Particulate Solids<br>Yield (lbs) | Percent<br>Particulate<br>Solids<br>Reduction |
|---|----------------------------|-----------------------------|-------------------------------|------------------------------------|-----------------------------------|---|
| Total of All Land Uses without Controls                         | 190392                     |                             | 0.45                          | 92.58                              | 1100                              |   |
| Outfall Total with Controls                                     | 140115                     | 26.41 %                     | 0.33                          | 75.04                              | 656.4                             | 40.33 %                                       |
| Current File Output: Annualized Total<br>After Outfall Controls | 140500                     | Years in Model Run:         | 1.00                          |                                    | 658.2                             |   |

| Pollutant              | Concen-<br>tration - No<br>Controls | Concen-<br>tration - With<br>Controls | Concen-<br>tration<br>Units | Pollutant Yield<br>- No Controls | Pollutant Yield<br>- With Controls | Pollutant<br>Yield<br>Units | Percent Yield<br>Reduction |
|------------------------|-------------------------------------|---------------------------------------|-----------------------------|----------------------------------|------------------------------------|-----------------------------|----------------------------|
| Particulate Solids     | 92.58                               | 75.04                                 | mg/L                        | 1100                             | 656.4                              | lbs                         | 40.33 %                    |
| Particulate Phosphorus | 0.2070                              | 0.1708                                | mg/L                        | 2.460                            | 1.494                              | lbs                         | 39.27 %                    |
| Filterable Phosphorus  | 0.04994                             | 0.04750                               | mg/L                        | 0.5935                           | 0.4154                             | lbs                         | 30.01 %                    |
| Total Phosphorus       | 0.2569                              | 0.2183                                | mg/L                        | 3.054                            | 1.910                              | lbs                         | 37.47 %                    |

Print Output Summary to .csv File

Print Output Summary to Text File

Print Output Summary to Printer

Total Area Modeled (ac)

3.625

### Total Control Practice Costs

|                               |     |
|-------------------------------|-----|
| Capital Cost                  | N/A |
| Land Cost                     | N/A |
| Annual Maintenance Cost       | N/A |
| Present Value of All Costs    | N/A |
| Annualized Value of All Costs | N/A |

Perform Outfall  
Flow Duration  
Curve Calculations

### Receiving Water Impacts Due To Stormwater Runoff (CWP Impervious Cover Model)

|                  | Calculated<br>Rv | Approximate<br>Urban Stream<br>Classification |
|------------------|------------------|---|
| Without Controls | 0.45             | Poor  |
| With Controls    | 0.33             | Poor  |



10/01/2019

**EXHIBIT D**  
**PROPOSED CSM SHOWING THE LOCATION OF THE MULTI-PURPOSE TRAIL**



10/01/2019

**EXHIBIT E**  
**VILLAGE OF MUKWONAGO INSURANCE REQUIREMENTS**



10/01/2019

**EXHIBIT F**

**PLANS FOR THE MULTI-PURPOSE TRAIL**





4100 N California Road  
Brookfield, WI 53005  
PHONE: (262) 790-1490  
FAX: (262) 790-1491  
EMAIL: [info@pdmw.com](mailto:info@pdmw.com)

**PROJECT:  
MUKWONAGO APARTMENTS  
VILLAGE OF MUKWONAGO, WISCONSIN  
PREPARED FOR:  
ASSURITTY  
PO BOX 82833  
LINCOLN, NE 68507-2833**

[illegible]

## DATE:

**JOB NUMBER:**

**DESCRIPTION:**

## PROPOSED SITE PLAN

**SHEET**

C11

## DEVELOPMENT SUMMARY

**Total Area:** 193,013 sf (4.43 acres)  
 Area East of Railroad = 190,561 sf (4.38 acres)  
 Area West of Railroad = 2,452 sf (0.563 acres)

**Current Zoning:** B-2 General Business District  
 - Min Greenspace Perimeter\* = 10'  
 - Min Setbacks: Street & Side = 10'  
 Rear = 30'  
 \*excludes drive aisle, applies to building and parking

**Proposed Development:** Multi-Family Residential  
**Proposed Units:** 89 units  
**Density:** 20.09 units/acre

|                               |                         |
|-------------------------------|-------------------------|
| <u>of Coverage:</u>           |                         |
| Building Coverage:            | 1.14 ac (25.73%)        |
| Pavement:                     | 1.73 ac (39.0%)         |
| Concrete:                     | 0.15 ac (3.4%)          |
| <u>Total Impervious Area:</u> | <u>3.02 ac (68.17%)</u> |
| Wetland Area:                 | 0.086 ac (1.9%)         |

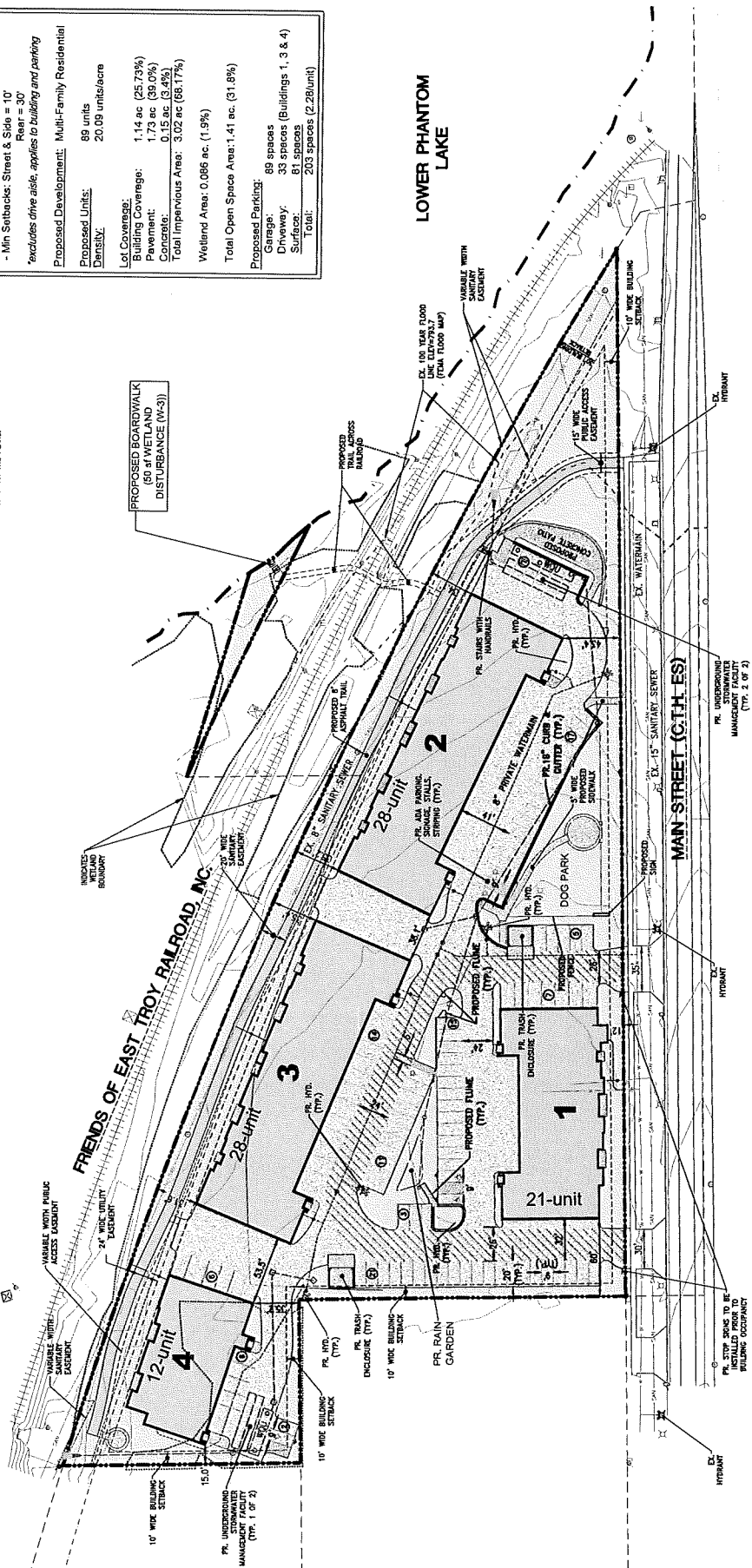
|   |                                |
|---|--------------------------------|
| Total Open Space Area: 1.41 ac. (31.8%) |                                |
| <u>Proposed Parking:</u>                |                                |
| Garage:                                 | 89 spaces                      |
| Driveway:                               | 33 spaces (Buildings 1, 3 & 4) |
| Surface:                                | 81 spaces                      |
| <u>Total:</u>                           | 203 spaces (2.28/unit)         |

### 100-YR FLOODPLAIN

THE SUBJECT PROPERTY IS LOCATED IN ZONE "AE" AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP. COMMUNITY PANEL NUMBER 15133CQ427G, EFFECTIVE DATE: NOVEMBER 5, 2014. ZONE "AE" IS DESCRIBED AS AREA WITH A BASE FLOOD ELEVATION OF 793.7.


**PROPERTY ADDRESS**

THE ADDRESS OF THE SUBJECT PARCEL IS  
15 MAIN ST. WUKWONAGO, WI 53149.



## LOWER PHANTOM LAKE

SCALE: 1"=40'



Scale: 1" = 40' (22 X 34)

Scale: 1" = 80' (11 X 17)

| PROPOSED STANDARD ASPHALT PAVING (TYP.) | PROPOSED HEAVY DUTY ASPHALT PAVING (TYP.) |
|---|---|
|---|---|



October 7, 2019

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

Re: Fairwinds Subdivision Phase V  
Letter of Credit Reduction No. 3 - UPDATE  
Village of Mukwonago

Dear President Winchowky:

This letter is a follow-up to the original letter for a letter of credit reduction, dated August 29, 2019 as well as our later that recommended the Board table this request, dated September 13, 2019. A punch list dated September 13, 2019 detailed items that were found that needed to be addressed after the original letter for a letter of credit reduction was written. On October 3, 2019, a punch list inspection was done, and it was determined that all items have been completed. Therefore, we are recommending that the letter of credit for the Fairwinds Subdivision, Phase V, be reduced by \$190,131.00 down to \$313,874.00. We are also recommending acceptance of the work in which the letter of credit amount is being reduced for. The following table is a breakdown:

| ITEM   | Current LOC Amount  | Reduction Amount    | Remaining Balance   |
|--|---------------------|---------------------|---------------------|
| Grading, Erosion Control Incl. Final Site Stabilization          | \$40,000.00         | \$40,000.00         | \$0.00              |
| Sanitary Sewer   | \$0.00              | \$0.00              | \$0.00              |
| Water Main   | \$0.00              | \$0.00              | \$0.00              |
| Storm Sewer  | \$0.00              | \$0.00              | \$0.00              |
| Road Paving Incl. Stone, Curb & Gutter, Binder Course & Sidewalk | \$92,631.00         | \$92,631.00         | \$0.00              |
| Pond Forebay Repairs   | \$57,500.00         | \$57,500.00         | \$0.00              |
| Surface Course Paving  | \$71,075.00         | \$0.00              | \$71,075.00         |
| Contingencies (20%)  | \$242,799.00        | \$0.00              | \$242,799.00        |
| <b>Total Letter of Credit Amount:</b>                            | <b>\$504,005.00</b> | <b>\$190,131.00</b> | <b>\$313,874.00</b> |

We believe, that at this time, there are no outstanding items that should prevent this letter of credit from being reduced and the work being accepted. The developer has submitted the required lien waivers and they have replenished their escrow. We believe that the Village Board may take action on this item that was tabled at the September 18, 2019 Board Meeting

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.



Mr. Fred Winchowky  
Fairwinds V-LOC Reduction  
October 7, 2019  
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch  
Project Engineer  
[pgesch@ruekertmielke.com](mailto:pgesch@ruekertmielke.com)

PWG:pwg

cc: Diana Dykstra, Village of Mukwonago  
John Weidl, Village of Mukwonago  
Bob Harley, Village of Mukwonago  
Mark G. Blum, Village of Mukwonago  
Dave Brown, Village of Mukwonago  
Ron Bittner, Village of Mukwonago  
Ben Kohout, Village of Mukwonago  
John Donovan, Bielinski Homes  
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.



**VILLAGE OF MUKWONAGO  
WAUKESHA/WALWORTH COUNTIES**

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**RESOLUTION NO. 2019-050**

**FINAL RESOLUTION AUTHORIZING THE LEVYING OF SPECIAL  
ASSESSMENTS AGAINST BENEFITED PROPERTY FOR STREETS,  
SANITARY SEWER WATER MAIN AND DRAINAGE IMPROVEMENTS**

---

WHEREAS, the Village Board of the Village of held a public hearing on October 16, 2019 at 6:30 p.m. for the purpose of hearing all interested persons concerning the Preliminary Resolution and report of the Village Engineer on the proposed public improvements consisting of the installation of sanitary sewer, water main and drainage improvements made in conjunction with the Chapman Farms Boulevard paving and utilities project, together with the construction of a public street, traffic signals and drainage improvements related thereto, and preliminary assessments against benefited property; and

WHEREAS, the Village Board having heard all persons who desired to speak at the hearing does hereby adopt this Final Assessment Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Mukwonago, that it hereby makes the following conclusions and does further levy special assessment pursuant to Wisconsin Statute Sec. 66.703 as an exercise of the police power as follows:

1. The report of the Village Engineer, a copy of which is attached hereto and incorporated herein as though fully set forth, including the plans and specifications and assessments set forth herein, is hereby adopted and approved.

2. The Village, having constructed the improvements that are noted herein and having incurred the costs that are set forth on Schedule A of the Engineer's Report, does hereby levy said assessment which shall be considered a lien against the property assessed from the date of this Resolution.

3. Payment for the improvements shall be made by assessing the benefited property as set forth in the attached Exhibit B to the Engineer's Report and the Village Board, having reviewed the total assessable construction costs and having concluded that the assessable area as set forth in Schedule B is reasonable, the Board does thereby conclude that the assessment of those costs is appropriate, as they do benefit the property identified in the Report. Said assessments, as shown in the Report, represent an exercise of the police power and have been determined, on a reasonable basis and are hereby confirmed by the Village Board.

4. The Village Board does hereby approve the assessments as shown in Schedule B, Table 3, including the Street Assessment, Water Service Assessment, Sanitary Sewer Lateral Assessment, Water Main Assessment, Sanitary Sewer Main Assessment and the Project Financing Costs, and does hereby approve the Schedule C, Assessment Roll, and finds that the properties set forth within that Roll are benefited by the improvement and shall therefore, be assessed under the Village's police power as described in said Schedule and in the amounts reflected therein.



5. The assessments for all projects and work set forth in the Engineer's Report are hereby combined as a single assessment, but any interested property owner may be object to each assessment separately or all assessments jointly for any purpose.

6. Assessments shall be due within 45 days of the billing date. Assessments may be paid in cash or in ten annual installments to the Village Clerk. Installments shall be placed on the next tax roll after the due date for collection, and shall bear interest at the rate of \_\_\_\_\_% per annum on the unpaid balance from the due date. Installments or assessments not paid when due shall bear additional interest on the amount at the rate of 1.5% per month.

7. The assessments provided for hereunder are further levied in accordance with Chapter 70 of the Mukwonago Village Code and are hereby approved as authorized under Chapter 70.

8. In the event the owner of a benefited property elects to pay the special assessment on an installment basis and the property owner fails to make the payment to the Village Treasurer, the Village Clerk shall place the entire assessment on the succeeding property tax roll and it shall then be immediately due and payable. All assessments or installments which are not paid by the date specified shall be extended on the tax roll as a delinquent tax and collected in the same manner as delinquent real estate taxes.

9. The Village Clerk shall publish this Resolution as a Class I Notice under Chapter 985 of the Wisconsin Statutes in the assessment district and shall further mail a copy of this Resolution and a statement of the final assessment against the benefited property, together with notice of installment payment privileges to every property owner whose name appears on the Assessment Roll, whose post office is known or can, with reasonable diligence, be ascertained.

10. Any person against whose property a special assessment is levied, may appeal therefrom in the manner prescribed in Wisconsin Statute Sec. 66.0703(12).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

Attestation:

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

\_\_\_\_\_  
Diana Dykstra, Village Clerk

#### CERTIFICATION

I hereby certify that this is a true and correct copy of the Resolution adopted by the Village Board on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Diana Dykstra, Village Clerk



**REPORT OF ENGINEER ON  
IMPROVEMENTS AND SPECIAL ASSESSMENTS  
  
FOR STREETS, SANITARY SEWER, WATER MAIN,  
AND DRAINAGE IMPROVEMENTS  
CHAPMAN FARMS BOULEVARD PAVING AND UTILITIES  
VILLAGE OF MUKWONAGO**

In accordance with the preliminary resolution of the Village Board of Mukwonago, we hereby submit our report on the improvements for Sanitary Sewer, Water Main, and Drainage Improvements made in conjunction with the Chapman Farms Boulevard Paving and Utilities project. The Village Board hereby declares its intention to exercise its police powers under Wisconsin State Statutes 66.0703(1)(a) and Village Ordinance Section 70-4(b) to levy special assessments upon properties within the assessment district for the above named project and improvements. This report documents a reasonable method for calculating the assessments to be levied against benefiting properties.

This report consists of the following Schedules and Figures, attached hereto:

Schedule A – Total project cost listed by item.

Schedule B – Tabulation of costs of improvements and calculations of assessment rates.

Schedule C – Final assessments against each parcel affected.

The parcels on Schedule C benefit from the proposed work because it provides each parcel with some combination of a newly constructed street, traffic signals, drainage improvements, new water main, sanitary sewer main, water services, and sanitary laterals, all of which allow for the future division of lands.

Special Assessment Properties Exhibit – map of properties and improvements.

RUEKERT/MIELKE  
W233 N2080 Ridgeview Parkway  
Waukesha, Wisconsin 53188-1020

September 24, 2019



# SCHEDULE A

Total Project Cost Listed by Item  
Chapman Farm Blvd Paving and Utilities  
Village of Mukwonago

TABLE I

I. Final Total Cost

| ITEM # | ITEM DESCRIPTION  | UNIT | UNIT COST    | FINAL QUANTITY | TOTAL AMOUNT  |
|--------|---|------|--------------|----------------|---------------|
| 1      | Mobilization  | LS   | \$44,000.00  | 1.00           | \$ 44,000.00  |
| 2      | Traffic control   | LS   | \$ 15,000.00 | 1.00           | \$ 15,000.00  |
| 3      | Construct bio-swailes                                   | LS   | \$ 10,000.00 | 1.00           | \$ 10,000.00  |
| 4      | 12-inch Water main w/granular backfill                  | LF   | \$ 112.00    | 731.00         | \$ 81,872.00  |
| 5      | 6-inch Hydrant lead                                     | LF   | \$ 80.00     | 21.33          | \$ 1,706.40   |
| 6      | 8-inch Water service                                    | LF   | \$ 102.00    | 93.00          | \$ 9,486.00   |
| 7      | 12-inch Valve   | EA   | \$ 3,500.00  | 3.00           | \$ 10,500.00  |
| 8      | 8-inch Valve  | EA   | \$ 2,000.00  | 1.00           | \$ 2,000.00   |
| 8a     | 8-inch Valve treated as lateral                         | EA   | \$ 2,000.00  | 1.00           | \$ 2,000.00   |
| 9      | Hydrant assembly and valve                              | EA   | \$ 6,500.00  | 3.00           | \$ 19,500.00  |
| 10     | 1 1/4-inch Water service                                | LF   | \$ 40.00     | 63.00          | \$ 2,520.00   |
| 11     | 1 1/4-inch Tap, saddle and corporation valve            | EA   | \$ 670.00    | 1.00           | \$ 670.00     |
| 12     | 1 1/4-inch Curb valve and curb box                      | EA   | \$ 777.00    | 1.00           | \$ 777.00     |
| 13     | Water main insulation                                   | LF   | \$ 10.00     | 76.00          | \$ 760.00     |
| 14     | Construct road to subgrade                              | LS   | \$ 80,000.00 | 1.00           | \$ 80,000.00  |
| 15     | Excavation below subgrade                               | CY   | \$ 15.00     | 84.30          | \$ 1,264.50   |
| 16     | Breaker run crushed stone for EBS                       | TON  | \$ 25.00     | 112.82         | \$ 2,820.50   |
| 17     | Geotextile fabric subgrade reinforcement                | SY   | \$ 2.00      | 166.00         | \$ 332.00     |
| 18     | Geogrid subgrade reinforcement                          | SY   | \$ 3.00      | -              | \$ -          |
| 19     | 12-inch RCP storm sewer w/slurry backfill               | LF   | \$ 187.00    | 16.00          | \$ 2,992.00   |
| 20     | Catch basin   | EA   | \$ 990.00    | 1.00           | \$ 990.00     |
| 21     | Replace catch basin frame and grate                     | EA   | \$ 250.00    | 1.00           | \$ 250.00     |
| 22     | 12-inch PVC sanitary sewer w/spoil backfill             | LF   | \$ 64.00     | 1,603.40       | \$ 102,617.60 |
| 23     | 8-inch PVC sanitary sewer w/spoil backfill              | LF   | \$ 41.00     | 300.40         | \$ 12,316.60  |
| 24     | 8-inch PVC sanitary sewer w/granular                    | LF   | \$ 85.00     | 591.60         | \$ 50,285.58  |
| 24a    | 8-inch PVC sanitary main treated as lateral             | LF   | \$ 70.18     | 76.00          | \$ 5,333.82   |
| 25     | 48-inch Manhole   | VF   | \$ 250.00    | 118.32         | \$ 29,580.00  |
| 26     | Sanitary sewer lateral                                  | LF   | \$ 70.00     | 76.00          | \$ 5,320.00   |
| 27     | 10-inch crushed aggregate for road base                 | TON  | \$ 17.00     | 2,429.49       | \$ 41,301.33  |
| 28     | 30-inch vertical face curb and gutter                   | LF   | \$ 11.00     | 2,616.00       | \$ 28,776.00  |
| 29     | Concrete flume  | EA.  | \$ 325.00    | 16.00          | \$ 5,200.00   |
| 30     | 3 1/2-inch Asphalt binder                               | TON  | \$ 58.00     | 713.49         | \$ 41,382.42  |
| 31     | 1-1/2- inch Asphalt surface in 2018                     | TON  | \$ 64.00     | 372.81         | \$ 23,859.84  |
| 32     | 2-inch Crushed gravel sidewalk base                     | TON  | \$ 25.00     | 196.72         | \$ 4,918.00   |
| 33     | 5-inch Concrete sidewalk                                | SF   | \$ 2.75      | 7,925.00       | \$ 21,793.75  |
| 34     | 6-inch Crushed aggregate base course for multi-use path | TON  | \$ 25.00     | 82.28          | \$ 2,057.00   |
| 35     | 2-inch Asphaltic concrete multi-use path                | TON  | \$ 108.00    | 74.56          | \$ 8,052.48   |
| 36     | Concrete curb ramp                                      | SF   | \$ 9.00      | 781.00         | \$ 7,029.00   |
| 37     | Detectable warning field                                | SF   | \$ 25.00     | 111.00         | \$ 2,775.00   |
| 38     | Topsoil, seed, fertilizer and mulch                     | SY   | \$ 2.50      | 17,768.00      | \$ 44,420.00  |
| 39     | Pre-vegetated blanket                                   | SF   | \$ 4.50      | -              | \$ -          |
| 40     | Pavement marking, epoxy, 18-inch, stop bar              | LF   | \$ 9.00      | 169.00         | \$ 1,521.00   |



| ITEM # | ITEM DESCRIPTION                             | UNIT | UNIT COST     | FINAL QUANTITY | TOTAL AMOUNT   |
|--------|--|------|---------------|----------------|----------------|
| 41     | Pavement marking, epoxy, 8-inch, white       | LF   | \$ 4.00       | 400.00         | \$ 1,600.00    |
| 42     | Pavement marking, epoxy, 6-inch, white,      | LF   | \$ 7.00       | 767.00         | \$ 5,369.00    |
| 43     | Pavement marking, epoxy, 4-inch white        | LF   | \$ 3.00       | 684.00         | \$ 2,052.00    |
| 44     | Pavement marking, epoxy, yellow, curb        | LF   | \$ 5.00       | 73.00          | \$ 365.00      |
| 45     | Pavement marking, arrows Type 2              | EA.  | \$ 200.00     | 5.00           | \$ 1,000.00    |
| 46     | Pavement marking, arrows Type 3              | EA.  | \$ 250.00     | 2.00           | \$ 500.00      |
| 47     | Pavement marking, words                      | EA.  | \$ 200.00     | 3.00           | \$ 600.00      |
| 48     | Traffic signs                                | EA.  | \$ 230.00     | 42.00          | \$ 9,660.00    |
| 49     | Traffic sign posts                           | EA.  | \$ 88.00      | 31.00          | \$ 2,728.00    |
| 50     | Traffic signal system                        | LS   | \$ 260,000.00 | 1.00           | \$ 260,000.00  |
| 51     | 36-inch sloped curb and gutter               | LF   | \$ 15.00      | 619.50         | \$ 9,292.50    |
| 52     | Concrete curb and gutter removal             | LF   | \$ 2.00       | 481.00         | \$ 962.00      |
| 53     | 8 1/2-inch Concrete pavement replacement     | SY   | \$ 75.00      | 54.00          | \$ 4,050.00    |
| 54     | 8 1/2-inch Concrete pavement                 | SY   | \$ 50.00      | 727.75         | \$ 36,387.50   |
| 55     | 6-inch Base aggregate dense                  | TON  | \$ 25.00      | 67.72          | \$ 1,693.00    |
| 56     | 16-inch Breaker run                          | TON  | \$ 25.00      | 743.40         | \$ 18,585.00   |
| 57     | Silt fence                                   | LF   | \$ 2.00       | 3,643.00       | \$ 7,286.00    |
| 58     | Barrier fence                                | LF   | \$ 3.50       | 2,220.00       | \$ 7,770.00    |
| 59     | Inlet protection Type C                      | EA   | \$ 80.00      | 15.00          | \$ 1,200.00    |
| 60     | Tracking pad                                 | SF   | \$ 4.20       | 1,200.00       | \$ 5,040.00    |
| 61     | Clear and grub                               | LS   | \$ 500.00     | 1.00           | \$ 500.00      |
| 62     | Tree removal                                 | ID   | \$ 50.00      | 60.00          | \$ 3,000.00    |
| 63     | Full depth saw cutting                       | LF   | \$ 10.00      | 600.00         | \$ 6,000.00    |
| 64     | Riprap                                       | TON  | \$ 50.00      | -              | \$ -           |
| 65     | Concrete overflow weir 1                     | EA   | \$ 4,500.00   | 1.00           | \$ 4,500.00    |
| 66     | Concrete overflow weir 2                     | EA   | \$ 5,000.00   | 1.00           | \$ 5,000.00    |
| 67     | Concrete overflow weir 3                     | EA   | \$ 5,000.00   | 1.00           | \$ 5,000.00    |
| 68     | Concrete overflow weir 4                     | EA   | \$ 5,000.00   | 1.00           | \$ 5,000.00    |
| 69     | Concrete overflow weir 5                     | EA   | \$ 5,000.00   | 1.00           | \$ 5,000.00    |
| 70     | Concrete overflow weir 6                     | EA   | \$ 5,000.00   | 1.00           | \$ 5,000.00    |
| CO-1   | Change Order 1 -- 2-inch conduit for medians | LS   | \$ 11,415.50  | 1.00           | \$ 11,415.50   |
| CO-2   | Change Order 2 -- storm sewer casting        | LS   | \$ 11,351.21  | 1.00           | \$ 11,351.21   |
| CO-3   | Change Order 3 -- relocate radar detection   | LS   | \$ 1,165.78   | 1.00           | \$ 1,165.78    |
| CO-4   | Left Turn Yield on Flashing Sign             | EA   | \$ 450.00     | 2.00           | \$ 900.00      |
| CO-5   | Seed and Emat                                | SF   | \$ 1.71       | 11,517.00      | \$ 19,694.07   |
| CO-5   | Granite Boulders                             | Ton  | \$ 330.00     | 43.94          | \$ 14,500.20   |
| CO-5   | Median Island Delineators                    | EA   | \$ 300.00     | 2.00           | \$ 600.00      |
| CO-5   | Liquidated Damages                           | DAYS | \$ (950.00)   | 52.00          | \$ (49,400.00) |

|   |                        |
|---|------------------------|
| <b>Total Construction Cost</b>              | <b>\$ 1,153,346.58</b> |
| Engineering, Legal and Administrative Costs | \$ 322,634.00          |
| <b>Subtotal</b>                             | <b>\$ 1,475,980.58</b> |
| Financing %                                 | 13.58%                 |
| Financing                                   | \$ 200,438.16          |
| <b>Total Project Cost</b>                   | <b>\$ 1,676,418.74</b> |



| <b>SCHEDULE B</b><br>Tabulation of Costs of Improvements and Calculation of Assessment Rates<br>Chapman Farm Blvd Paving and Utilities<br>Village of Mukwonago |                |              |                     |                                   |                            |                   |   |
|--|----------------|--------------|---------------------|-----------------------------------|----------------------------|-------------------|---|
| <b>TABLE II</b><br>I. Property Zoning and Assessable Acreage   |                |              |                     |                                   |                            |                   |   |
| Property Identifier  | Tax Key No.    | Zoning       | Acreage for Streets | Acreage for Traffic Signal System | Acreage for Sanitary Sewer | Acreage for Water | Comments  |
| 1  | MUKV1962996008 | Business     | 4.56                | 4.56                              | 4.56                       | 4.56              | Water assessed for 8" equivalent Sewer for 12"  |
| 2  | MUKV1962996007 | Business     | 2.34                | 2.34                              | 2.34                       | 2.34              |   |
| 3  | MUKV1962996006 | Business     | 1.46                | 1.46                              | 1.46                       | 1.46              |   |
| 4  | MUKT1962992    | Residential  | 1.76                | 1.76                              | 1.76                       | 1.76              |   |
| 5  | MUKT1963997    | Business     | NA                  | 21.27                             | 21.27                      | NA                |   |
| 6  | MUKV1962996004 | Business     | 1.70                | 1.70                              | 1.70                       | 1.70              |   |
| 7  | MUKV1962996005 | Business     | 1.01                | 1.01                              | 1.01                       | 1.01              |   |
| 8  | MUKV1957997002 | Agricultural | NA                  | 35.03                             | 35.03                      | NA                |   |
| 8A   | MUKV1957997002 | Agricultural | NA                  | 29.61                             | NA                         | NA                | 29.61 acres not tributary to sewer at Chapman Farm Blvd per SEWERPC Sewer for oversizing only |
| 9  | MUKT1957998    | Agricultural | NA                  | 72.72                             | 72.72                      | NA                |   |
| 10   | MUKT1962988    | Agricultural | NA                  | 10.61                             | 10.61                      | NA                |   |
| 11   | MUKV1957997001 | Agricultural | NA                  | 21.99                             | NA                         | NA                | Sewer for oversizing only   |
| 12   | MUKV1962996009 | Commercial   | 6.37                | 6.37                              | 6.37                       | 6.37              |   |
| <b>Total</b>   |                |              | <b>19.20</b>        | <b>210.43</b>                     | <b>158.83</b>              | <b>19.20</b>      |   |



**SCHEDULE B**

Tabulation of Costs of Improvements and Calculation of Assessment Rates  
Chapman Farm Blvd Paving and Utilities  
Village of Mukwonago

TABLE III

## I. Street Assessment

Street assessment rates were calculated on the basis of total assessable cost, as itemized in the table below, and dividing that by the total assessable area.

| ITEM # | ITEM DESCRIPTION                      | UNIT | UNIT COST    | FINAL QUANTITY | TOTAL AMOUNT |
|--------|---------------------------------------|------|--------------|----------------|--------------|
| 1      | Mobilization                          | LS   | \$ 44,000.00 | 1.00           | \$ 44,000.00 |
| 2      | Traffic control                       | LS   | \$ 15,000.00 | 1.00           | \$ 15,000.00 |
| 14     | Construct road to subgrade            | LS   | \$ 80,000.00 | 1.00           | \$ 80,000.00 |
| 15     | Excavation below subgrade             | CY   | \$ 15.00     | 84.30          | \$ 1,264.50  |
| 16     | Breaker run crushed stone for EBS     | TON  | \$ 25.00     | 112.82         | \$ 2,820.50  |
| 17     | Geotextile fabric subgrade            | SY   | \$ 2.00      | 166.00         | \$ 332.00    |
| 18     | Geogrid subgrade reinforcement        | SY   | \$ 3.00      | -              | \$ -         |
| 27     | 10-inch crushed aggregate for road    | TON  | \$ 17.00     | 2,429.49       | \$ 41,301.33 |
| 28     | 30-inch vertical face curb and gutter | LF   | \$ 11.00     | 2,616.00       | \$ 28,776.00 |
| 29     | Concrete flume                        | EA.  | \$ 325.00    | 16.00          | \$ 5,200.00  |
| 30     | 3 1/2-inch Asphalt binder             | TON  | \$ 58.00     | 713.49         | \$ 41,382.42 |
| 31     | 1-1/2- inch Asphalt surface in 2018   | TON  | \$ 64.00     | 372.81         | \$ 23,859.84 |
| 32     | 2-inch Crushed gravel sidewalk base   | TON  | \$ 25.00     | 196.72         | \$ 4,918.00  |
| 33     | 5-inch Concrete sidewalk              | SF   | \$ 2.75      | 7,925.00       | \$ 21,793.75 |
| 36     | Concrete curb ramp                    | SF   | \$ 9.00      | 781.00         | \$ 7,029.00  |
| 37     | Detectable warning field              | SF   | \$ 25.00     | 111.00         | \$ 2,775.00  |
| 38     | Topsoil, seed, fertilizer and mulch   | SY   | \$ 2.50      | 17,768.00      | \$ 44,420.00 |
| 57     | Silt fence                            | LF   | \$ 2.00      | 3,643.00       | \$ 7,286.00  |
| 58     | Barrier fence                         | LF   | \$ 3.50      | 2,220.00       | \$ 7,770.00  |
| 59     | Inlet protection Type C               | EA   | \$ 80.00     | 15.00          | \$ 1,200.00  |
| 60     | Tracking pad                          | SF   | \$ 4.20      | 1,200.00       | \$ 5,040.00  |
| 61     | Clear and grub                        | LS   | \$ 500.00    | 1.00           | \$ 500.00    |
| 62     | Tree removal                          | ID   | \$ 50.00     | 60.00          | \$ 3,000.00  |
| 63     | Full depth saw cutting                | LF   | \$ 10.00     | 600.00         | \$ 6,000.00  |

**Total Assessable Construction Cost****\$395,668.34**

Engineering, Legal and Administrative Costs

\$110,683.17

**Subtotal****\$506,351.51**

Financing %

13.58%

Financing

\$68,762.54

**Total Assessable Cost****\$575,114.05**

Total Assessable Area within the Project

19.20

**Cost Per Assessable Acre****\$ 29,953.86**



| <b>SCHEDULE B</b><br>Tabulation of Costs of Improvements and Calculation of Assessment Rates<br>Chapman Farm Blvd Paving and Utilities<br>Village of Mukwonago   |                       |      |               |                |               |
|--|-----------------------|------|---------------|----------------|---------------|
| <b>TABLE III</b><br><b>II. Street Assessment</b><br>Traffic signal assessment rates were calculated on the basis of total assessable cost, as itemized in the table below, and dividing that by the total assessable area. |                       |      |               |                |               |
| ITEM #   | ITEM DESCRIPTION      | UNIT | UNIT COST     | FINAL QUANTITY | TOTAL AMOUNT  |
| 50   | Traffic signal system | LS   | \$ 260,000.00 | 1.00           | \$ 260,000.00 |

**Chapman Farm Property Share of Signals per DOT Traffic Data** **35.5%**

|   |                     |
|---|---------------------|
| <b>Total Assessable Construction Cost</b>   | <b>\$92,300.00</b>  |
| Engineering, Legal and Administrative Costs | \$25,819.75         |
| <b>Subtotal</b>                             | <b>\$118,119.75</b> |

|                              |                     |
|------------------------------|---------------------|
| Financing %                  | 13.58%              |
| Financing                    | \$16,040.66         |
| <b>Total Assessable Cost</b> | <b>\$134,160.41</b> |

|   |                  |
|---|------------------|
| Total Assessable Acreage within the Project | 210.43           |
| <b>Cost Per Assessable Acre</b>             | <b>\$ 637.55</b> |

**Note 1:** Chapman Farm properties are only assessed based on the percent of traffic moving through the west side of the traffic intersection.



## SCHEDULE B

### Tabulation of Costs of Improvements and Calculation of Assessment Rates Chapman Farm Blvd Paving and Utilities Village of Mukwonago

TABLE IV

I. Water Service Assessment

Costs for water service assessments were determined from the actual costs (see Table I). The total cost for 1 1/4-inch water service is divided by the number of 1 1/4 inch water services installed. The total cost for 8-inch water service is divided by the number of 8-inch water services installed. Existing water services replaced or extended were not assessed.

| ITEM # | ITEM DESCRIPTION                             | UNIT | UNIT COST   | FINAL QUANTITY | TOTAL AMOUNT |
|--------|--|------|-------------|----------------|--------------|
| 6      | 8-inch Water service                         | LF   | \$ 102.00   | 93.00          | \$ 9,486.00  |
| 8a     | 8-inch Valve treated as lateral              | EA   | \$ 2,000.00 | 1.00           | \$ 2,000.00  |
| 10     | 1 1/4-inch Water service                     | LF   | \$ 40.00    | 63.00          | \$ 2,520.00  |
| 11     | 1 1/4-inch Tap, saddle and corporation valve | EA   | \$ 670.00   | 1.00           | \$ 670.00    |
| 12     | 1 1/4-inch Curb valve and curb box           | EA   | \$ 777.00   | 1.00           | \$ 777.00    |

**1 1/4 Inch Water Service Assessable Cost**

Cost of all 1 1/4 Inch Water Services \$3,967.00

Engineering, Legal and Administrative Costs \$1,109.72

**Subtotal \$5,076.72**

Financing % 13.58%

Financing \$689.42

**Total Assessable Cost \$5,766.14**

Number of Services 1

**Cost per Assessable Service \$5,766.14**

**8 Inch Water Service Assessable Cost**

Cost of all 8 Inch Water Services Installed \$11,486.00

Engineering, Legal and Administrative Costs \$3,213.06

**Subtotal \$14,699.06**

Financing % 13.58%

Financing \$1,996.13

**Total Assessable Cost \$16,695.19**

Number of Services 2

**Cost per Assessable Service \$8,347.60**

**Note 2:** The costs of one of the 8-inch services is split properties 2, 3, 6, and 7, as shown on Schedule C.



**SCHEDULE B**

Tabulation of Costs of Improvements and Calculation of Assessment Rates  
 Chapman Farm Blvd Paving and Utilities  
 Village of Mukwonago

TABLE V

## I. Sanitary Sewer Lateral Assessment

Cost for sanitary sewer lateral assessments were determined from the actual costs (see Table I). The total cost is divided by the number of 8-inch sanitary laterals installed. Property owner is assessed for this item only where a new sanitary lateral was constructed for an undeveloped or dividable parcel.

| ITEM # | ITEM DESCRIPTION                            | UNIT | UNIT COST | FINAL QUANTITY | TOTAL AMOUNT |
|--------|---|------|-----------|----------------|--------------|
| 24a    | 8-inch PVC sanitary main treated as lateral | LF   | \$ 70.18  | 76.00          | \$ 5,333.82  |
| 26     | Sanitary sewer lateral                      | LF   | \$ 70.00  | 76.00          | \$ 5,320.00  |

**8 Inch Sanitary Sewer Lateral Assessable Cost**

|   |                           |
|---|---------------------------|
| Cost of all 8 Inch Sanitary Lateral Installed | \$10,653.82               |
| Engineering, Legal and Administrative Costs   | <u>\$2,980.27</u>         |
| <b>Subtotal</b>                               | <b><u>\$13,634.09</u></b> |

|                              |                                  |
|------------------------------|----------------------------------|
| Financing %                  | 13.58%                           |
| Financing                    | <u>\$1,851.51</u>                |
| <b>Total Assessable Cost</b> | <b><u><u>\$15,485.60</u></u></b> |

|                                    |                   |
|------------------------------------|-------------------|
| Number of Assessable Laterals      | 3                 |
| <b>Cost per Assessable Lateral</b> | <b>\$5,161.87</b> |

**Note 3:** The costs of one of the sanitary sewer laterals is split among properties 2, 3, 6, and 7 as shown on Schedule C.



## SCHEDULE B

### Tabulation of Costs of Improvements and Calculation of Assessment Rates Chapman Farm Blvd Paving and Utilities Village of Mukwonago

TABLE VI

I. Water Main Assessment

Cost for water main assessments were determined from the actual costs (see Table I). The total cost is divided by the assessable acreage to arrive at a charge per acre, which is then applied to each property. Property owner is assessed for this item only where a new water main was constructed for an undeveloped or dividable parcel.

| ITEM # | ITEM DESCRIPTION                       | UNIT | UNIT COST   | FINAL QUANTITY | TOTAL AMOUNT |
|--------|--|------|-------------|----------------|--------------|
| 4      | 12-inch Water main w/granular backfill | LF   | \$ 112.00   | 731.00         | \$ 81,872.00 |
| 5      | 6-inch Hydrant lead                    | LF   | \$ 80.00    | 21.33          | \$ 1,706.40  |
| 7      | 12-inch Valve                          | EA   | \$ 3,500.00 | 3.00           | \$ 10,500.00 |
| 8      | 8-inch Valve                           | EA   | \$ 2,000.00 | 1.00           | \$ 2,000.00  |
| 9      | Hydrant assembly and valve             | EA   | \$ 6,500.00 | 3.00           | \$ 19,500.00 |
| 13     | Water main insulation                  | LF   | \$ 10.00    | 76.00          | \$ 760.00    |

#### 12 Inch Water Main Assessable Cost

|  |                            |
|--|----------------------------|
| Cost of All 12 Inch Water Main Installed     | \$116,338.40               |
| Less Cost of 12 Inch Water Main for Parcel 4 | <u>\$ (10,664.35)</u>      |
| <b>Subtotal</b>                              | <b>\$105,674.05</b>        |
| Engineering, Legal and Administrative Costs  | <u>\$29,560.97</u>         |
| <b>Subtotal</b>                              | <b>\$135,235.01</b>        |
| Financing %                                  | 13.58%                     |
| Financing                                    | <u>\$18,364.91</u>         |
| <b>Total Assessable Cost</b>                 | <b><u>\$153,599.93</u></b> |

|  |                   |
|--|-------------------|
| Total Assessable Area for 12 Inch Water Main   | 17.44             |
| <b>Cost per Assessable Acre for Water Main</b> | <b>\$8,807.34</b> |

#### Equivalent 8 Inch Water Main Assessable Cost

|   |                          |
|---|--------------------------|
| Cost of 12 Inch Water Main Installed        | \$10,664.35              |
| Oversizing                                  | <u>\$ (5,332.18)</u>     |
| Cost of Equivalent 8 Inch Water Main        | \$5,332.18               |
| Engineering, Legal and Administrative Costs | <u>\$1,491.61</u>        |
| <b>Subtotal</b>                             | <b>\$6,823.79</b>        |
| Financing %                                 | 13.58%                   |
| Financing                                   | <u>\$926.67</u>          |
| <b>Total Assessable Cost</b>                | <b><u>\$7,750.46</u></b> |

|  |                   |
|--|-------------------|
| Total Assessable Area for 8 Inch Equivalent Water Main | 1.76              |
| <b>Cost per Assessable Acre for Water Main</b>         | <b>\$4,403.67</b> |



- Note 4:** As described in the Village of Mukwonago Municipal Code, Sec. 70-7(a)(1) and 70-8(a)(1), assessments for all water main and sanitary sewer main extensions are to be levied upon properties benefited by such improvements. Special Assessments for new water main and sanitary sewer main will be deferred until such time as that property makes use of the installed water main or sanitary sewer main, or upon division, sale, or transfer of the property, whichever comes first. Upon connection to the water main or sanitary sewer main, or division, sale, or transfer of the property, the assessment will become due as described in Sec. 70-12(g).
- Note 5:** Parcel 4 is zoned residential, so it must pay only the cost of an 8" main. The rest of the cost is considered oversizing. The 12" main costs were allocated to Parcel 4 on an area basis.



## SCHEDULE B

### Tabulation of Costs of Improvements and Calculation of Assessment Rates Chapman Farm Blvd Paving and Utilities Village of Mukwonago

TABLE VII

I. Sanitary Sewer Main Assessment

Cost for sanitary sewer assessments were determined from the actual costs (see Table I). The total cost is divided by the assessable acreage to arrive at a charge per acre, which is then applied to each property. Property owner is assessed for this item only where a new sanitary sewer was constructed for an undeveloped or dividable parcel.

| ITEM # | ITEM DESCRIPTION                              | UNIT | UNIT COST | FINAL QUANTITY | TOTAL AMOUNT  |
|--------|---|------|-----------|----------------|---------------|
| 22     | 12-inch PVC sanitary sewer w/spoil backfill   | LF   | \$ 64.00  | 1,603.40       | \$ 102,617.60 |
| 23     | 8-inch PVC sanitary sewer w/spoil backfill    | LF   | \$ 41.00  | 300.40         | \$ 12,316.60  |
| 24     | 8-inch PVC sanitary sewer w/granular backfill | LF   | \$ 85.00  | 591.60         | \$ 50,285.58  |
| 25     | 48-inch Manhole                               | VF   | \$ 250.00 | 118.32         | \$ 29,580.00  |

#### 8 Inch Sanitary Sewer Main Assessable Cost

|  |                            |
|--|----------------------------|
| Cost of all 8 Inch Sanitary Sewer Main Installed | \$92,182.18                |
| Engineering, Legal and Administrative Costs      | <u>\$25,786.79</u>         |
| <b>Subtotal</b>                                  | <b><u>\$117,968.97</u></b> |

|                              |                                   |
|------------------------------|-----------------------------------|
| Financing %                  | 13.58%                            |
| Financing                    | <u>\$16,020.19</u>                |
| <b>Total Assessable Cost</b> | <b><u><u>\$133,989.16</u></u></b> |

Total Assessable Area for 8 Inch Sanitary Sewer Main 54.23

**Cost per Assessable Acre for 8 Inch Sewer Main** **\$2,470.76**

#### 12 Inch Sanitary Sewer Main Assessable Cost

|   |                            |
|---|----------------------------|
| Cost of all 12 Inch Sanitary Sewer Main Installed | \$102,617.60               |
| Engineering, Legal and Administrative Costs       | <u>\$28,705.97</u>         |
| <b>Subtotal</b>                                   | <b><u>\$131,323.57</u></b> |

|                              |                                  |
|------------------------------|----------------------------------|
| Financing %                  | 13.58%                           |
| Financing                    | <u>\$17,833.74</u>               |
| <b>Total Cost</b>            | <b><u>\$149,157.31</u></b>       |
| <b>Oversizing</b>            | <b><u>\$ (105,243.82)</u></b>    |
| <b>Total Assessable Cost</b> | <b><u><u>\$43,913.49</u></u></b> |

Total Assessable Area for 12 Inch Sanitary Sewer Main 21.27

**Cost per Assessable Acre for 12 Inch Sewer Main** **\$2,064.57**

|                               |                   |
|-------------------------------|-------------------|
| Oversizing Cost               | \$105,243.82      |
| Area for Parcels 9 and 10     | 83.33             |
| <b>Oversizing Cost / Acre</b> | <b>\$1,262.98</b> |



**Note 6:** As described in the Village of Mukwonago Municipal Code, Sec. 70-7(a)(1) and 70-8(a)(1), assessments for all water main and sanitary sewer main extensions are to be levied upon properties benefited by such improvements. Special Assessments for new water main and sanitary sewer main will be deferred until such time as that property makes use of the installed water main or sanitary sewer main, or upon division, sale, or transfer of the property, whichever comes first. Upon connection to the water main or sanitary sewer main, or division, sale, or transfer of the property, the assessment will become due as described in Sec. 70-12(g) of the Village of Mukwonago Municipal Code.

Parcel 8 is being charged for 8" main since it is zoned residential. The oversizing costs are charged to parcels 9 and 10. Parcel 11 will be served with sanitary sewer from the south, so its 21.99 acres are excluded from the cost.



**SCHEDULE B**

Tabulation of Costs of Improvements and Calculation of Assessment Rates  
Chapman Farm Blvd Paving and Utilities

TABLE VIII

I. Non-assessable Costs

| ITEM # | ITEM DESCRIPTION  | UNIT | UNIT COST    | FINAL QUANTITY | TOTAL AMOUNT   |
|--------|---|------|--------------|----------------|----------------|
| 3      | Construct bio-swailes                                   | LS   | \$ 10,000.00 | 1.00           | \$ 10,000.00   |
| 19     | 12-inch RCP storm sewer w/slurry backfill               | LF   | \$ 187.00    | 16.00          | \$ 2,992.00    |
| 20     | Catch basin   | EA   | \$ 990.00    | 1.00           | \$ 990.00      |
| 21     | Replace catch basin frame and grate                     | EA   | \$ 250.00    | 1.00           | \$ 250.00      |
| 34     | 6-inch Crushed aggregate base course for multi-use path | TON  | \$ 25.00     | 82.28          | \$ 2,057.00    |
| 35     | 2-inch Asphaltic concrete multi-use path                | TON  | \$ 108.00    | 74.56          | \$ 8,052.48    |
| 39     | Pre-vegetated blanket                                   | SF   | \$ 4.50      | -              | \$ -           |
| 40     | Pavement marking, epoxy, 18-inch, stop bar              | LF   | \$ 9.00      | 169.00         | \$ 1,521.00    |
| 41     | Pavement marking, epoxy, 8-inch, white                  | LF   | \$ 4.00      | 400.00         | \$ 1,600.00    |
| 42     | Pavement marking, epoxy, 6-inch, white, crosswalk       | LF   | \$ 7.00      | 767.00         | \$ 5,369.00    |
| 43     | Pavement marking, epoxy, 4-inch white                   | LF   | \$ 3.00      | 684.00         | \$ 2,052.00    |
| 44     | Pavement marking, epoxy, yellow, curb                   | LF   | \$ 5.00      | 73.00          | \$ 365.00      |
| 45     | Pavement marking, arrows Type 2                         | EA.  | \$ 200.00    | 5.00           | \$ 1,000.00    |
| 46     | Pavement marking, arrows Type 3                         | EA.  | \$ 250.00    | 2.00           | \$ 500.00      |
| 47     | Pavement marking, words                                 | EA.  | \$ 200.00    | 3.00           | \$ 600.00      |
| 48     | Traffic signs   | EA.  | \$ 230.00    | 42.00          | \$ 9,660.00    |
| 49     | Traffic sign posts                                      | EA.  | \$ 88.00     | 31.00          | \$ 2,728.00    |
| 51     | 36-inch sloped curb and gutter                          | LF   | \$ 15.00     | 619.50         | \$ 9,292.50    |
| 52     | Concrete curb and gutter removal                        | LF   | \$ 2.00      | 481.00         | \$ 962.00      |
| 53     | 8 1/2-inch Concrete pavement replacement                | SY   | \$ 75.00     | 54.00          | \$ 4,050.00    |
| 54     | 8 1/2-inch Concrete pavement                            | SY   | \$ 50.00     | 727.75         | \$ 36,387.50   |
| 55     | 6-inch Base aggregate dense                             | TON  | \$ 25.00     | 67.72          | \$ 1,693.00    |
| 56     | 16-inch Breaker run                                     | TON  | \$ 25.00     | 743.40         | \$ 18,585.00   |
| 64     | Riprap  | TON  | \$ 50.00     | -              | \$ -           |
| 65     | Concrete overflow weir 1                                | EA   | \$ 4,500.00  | 1.00           | \$ 4,500.00    |
| 66     | Concrete overflow weir 2                                | EA   | \$ 5,000.00  | 1.00           | \$ 5,000.00    |
| 67     | Concrete overflow weir 3                                | EA   | \$ 5,000.00  | 1.00           | \$ 5,000.00    |
| 68     | Concrete overflow weir 4                                | EA   | \$ 5,000.00  | 1.00           | \$ 5,000.00    |
| 69     | Concrete overflow weir 5                                | EA   | \$ 5,000.00  | 1.00           | \$ 5,000.00    |
| 70     | Concrete overflow weir 6                                | EA   | \$ 5,000.00  | 1.00           | \$ 5,000.00    |
| CO-1   | Change Order 1 -- 2-inch conduit for medians            | LS   | \$ 11,415.50 | 1.00           | \$ 11,415.50   |
| CO-2   | Change Order 2 -- storm sewer casting change            | LS   | \$ 11,351.21 | 1.00           | \$ 11,351.21   |
| CO-3   | Change Order 3 -- relocate radar detection monotubes    | LS   | \$ 1,165.78  | 1.00           | \$ 1,165.78    |
| CO-4   | Left Turn Yield on Flashing Sign                        | EA   | \$ 450.00    | 2.00           | \$ 900.00      |
| CO-5   | Seed and Emat   | SF   | \$ 1.71      | 11,517.00      | \$ 19,694.07   |
| CO-5   | Granite Boulders  | Ton  | \$ 330.00    | 43.94          | \$ 14,500.20   |
| CO-5   | Median Island Delineators                               | EA   | \$ 300.00    | 2.00           | \$ 600.00      |
| CO-5   | Liquidated Damages                                      | DAYS | \$ (950.00)  | 52.00          | \$ (49,400.00) |
| N/A    | Water Main Oversizing                                   | LS   | \$ 5,332.18  | 1.00           | \$ 5,332.18    |
| N/A    | Traffic Signal System (Non-Chapman Share)               | LS   | \$167,700.00 | 1.00           | \$167,700.00   |



|   |                     |
|---|---------------------|
| <b>Total Non-assessable Construction Cost</b> | <b>\$333,465.42</b> |
| Engineering, Legal and Administrative Costs   | \$93,282.70         |
| <b>Subtotal</b>                               | <b>\$426,748.12</b> |
| Financing %                                   | 13.58%              |
| Financing                                     | \$57,952.39         |
| <b>Total Non-assessable Project Cost</b>      | <b>\$484,700.51</b> |



**SCHEDULE B**

Tabulation of Costs of Improvements and Calculation of Assessment Rates  
Chapman Farm Blvd Paving and Utilities  
Village of Mukwonago

|  |  |  |                   |
|--|--|--|-------------------|
| TABLE IX<br>I. Project Financing                 |  | Project financing costs include the costs incurred by the Village for borrowing money for the design and construction of the improvements. The Village borrowed money over a 10-year term at various interest rates. The financing % was determined by dividing the total interest that will be paid over the life of the borrowing by the total principal. It includes 1% for Village administration work for the special assessments. Payment of the Special Assessments will be made as indicated in the Final Resolution adopted by the Village Board. All assessments would be placed on the following year's tax roll. |                   |
| TABLE IX<br>II. Summary of Costs and Assessments |  |  |                   |
| Total Cost of Project                            |  | \$   | 1,676,418.74      |
| Total Assessments                                |  | \$   | 1,191,718.23      |
| <b>Total Non-assessable Costs</b>                |  | <b>\$</b>  | <b>484,700.51</b> |



SCHEDULE C - Assessment Roll

Community Name: Village of Mukwonago

Project Location: Chapman Farm Blvd

Project Description: Chapman Farm Blvd Paving and Utilities

R/M Project Number: 1292136.300

The following properties are benefited by the proposed improvements and are assessed under the Village's police powers:

| No. | Owner's Name & Address  | Tax Key No.    | Code | Description                 | Unit | Unit Cost    | Quantity | Total Cost    | Total Assessment | Deferred |
|-----|---|----------------|------|-----------------------------|------|--------------|----------|---------------|------------------|----------|
| 1   | FAMILY TRUST C/U ARTICLE VII OF THE<br>ROGER W CHAPMAN AND FERN L<br>CHAPMAN JOINT REVOCABLE TRUST<br>W299S8915 HWY 83<br>MUKWONAGO, WI 53149 | MUKV1962996008 |      |                             |      |              |          |               |                  |          |
|     |   |                | 1    | Street Assessment           | Acre | \$ 29,953.86 | 4.56     | \$ 136,589.59 |                  |          |
|     |   |                | 2    | Traffic Signal Assessment   | Acre | \$ 637.55    | 4.56     | \$ 2,907.24   |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service    | EA.  | \$ 5,766.14  | -        | \$ -          |                  |          |
|     |   |                | 15   | 8 Inch Water Service        | EA.  | \$ 8,347.60  | 0.50     | \$ 4,173.80   |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral     | EA.  | \$ 5,161.87  | 0.50     | \$ 2,580.93   |                  |          |
|     |   |                | 22   | 12 Inch Water Main          | Acre | \$ 8,807.34  | 4.56     | \$ 40,161.45  |                  |          |
|     |   |                | 23   | 8 Inch Sanitary Sewer Main  | Acre | \$ 2,470.76  | 4.56     | \$ 11,266.65  |                  |          |
|     |   |                | 24   | 12 Inch Sanitary Sewer Main | Acre | \$ 2,064.57  | -        | \$ -          |                  |          |
|     |   |                |      |                             |      |              |          |               | \$ 197,679.66    |          |
| 2   | B&B INVESTMENTS OF MUKWONAGO II, LLC<br>210 S WATER ST UNIT 716<br>MILWAUKEE, WI 53204-4316   | MUKV1962996007 | 1    | Street Assessment           | Acre | \$ 29,953.86 | 2.34     | \$ 70,092.02  |                  |          |
|     |   |                | 2    | Traffic Signal Assessment   | Acre | \$ 637.55    | 2.34     | \$ 1,491.88   |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service    | EA.  | \$ 5,766.14  | -        | \$ -          |                  |          |
|     |   |                | 15   | 8 Inch Water Service        | EA.  | \$ 8,347.60  | 0.25     | \$ 2,086.90   |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral     | EA.  | \$ 5,161.87  | 0.25     | \$ 1,290.47   |                  |          |
|     |   |                | 22   | 12 Inch Water Main          | Acre | \$ 8,807.34  | 2.34     | \$ 20,609.16  |                  |          |
|     |   |                | 23   | 8 Inch Sanitary Sewer Main  | Acre | \$ 2,470.76  | 2.34     | \$ 5,781.57   |                  |          |
|     |   |                |      |                             |      |              |          |               | \$ 101,352.00    |          |
| 3   | EDUCATORS CREDIT UNION<br>1326 WILLOW RD<br>MOUNT PLEASANT WI 53177-1917  | MUKV1962996006 | 1    | Street Assessment           | Acre | \$ 29,953.86 | 1.46     | \$ 43,732.63  |                  |          |
|     |   |                | 2    | Traffic Signal Assessment   | Acre | \$ 637.55    | 1.46     | \$ 930.83     |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service    | EA.  | \$ 5,766.14  | -        | \$ -          |                  |          |
|     |   |                | 15   | 8 Inch Water Service        | EA.  | \$ 8,347.60  | 0.25     | \$ 2,086.90   |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral     | EA.  | \$ 5,161.87  | 0.25     | \$ 1,290.47   |                  |          |
|     |   |                | 22   | 12 Inch Water Main          | Acre | \$ 8,807.34  | 1.46     | \$ 12,858.71  |                  |          |
|     |   |                | 23   | 8 Inch Sanitary Sewer Main  | Acre | \$ 2,470.76  | 1.46     | \$ 3,607.31   |                  |          |
|     |   |                |      |                             |      |              |          |               | \$ 64,506.84     |          |



SCHEDULE C - Assessment Roll

Community Name: Village of Mukwonago

Project Location: Chapman Farm Blvd

Project Description: Chapman Farm Blvd Paving and Utilities

R/M Project Number: 1292136.300

The following properties are benefited by the proposed improvements and are assessed under the Village's police powers:

| No. | Owner's Name & Address   | Tax Key No.    | Code | Description                  | Unit | Unit Cost    | Quantity | Total Cost   | Total Assessment | Deferred |
|-----|--|----------------|------|------------------------------|------|--------------|----------|--------------|------------------|----------|
| 4   | GREENWALD FAMILY LIMITED<br>1243 FOX RIVER CT<br>MUKWONAGO, WI 53149                                     | MUKT1962992    | 1    | Street Assessment            | Acre | \$ 29,953.86 | 1.76     | \$ 52,718.79 |                  |          |
|     |  |                | 2    | Traffic Signal Assessment    | Acre | \$ 637.55    | 1.76     | \$ 1,122.09  |                  |          |
|     |  |                | 10   | 1-1/4 Inch Water Service     | EA.  | \$ 5,766.14  | 1.00     | \$ 5,766.14  |                  |          |
|     |  |                | 15   | 8 Inch Water Service         | EA.  | \$ 8,347.60  | -        | \$ -         |                  |          |
|     |  |                | 17   | 8 Inch Sanitary Lateral      | EA.  | \$ 5,161.87  | 1.00     | \$ 5,161.87  |                  |          |
|     |  |                | 22   | 12 Inch Water Main           | Acre | \$ 8,807.34  | -        | \$ -         |                  |          |
|     |  |                | 23   | 8 Inch Sanitary Sewer Main   | Acre | \$ 2,470.76  | 1.76     | \$ 4,348.53  |                  |          |
|     |  |                | 25   | Equivalent 8 Inch Water Main | Acre | \$ 4,403.67  | 1.76     | \$ 7,750.46  |                  |          |
|     |  |                |      |                              |      |              |          |              | \$ 76,867.87     |          |
| 5   | DARWIN AND DONNA GREENWALD<br>632 OAKLAND AVENUE<br>MUKWONAGO, WI 53149                                  | MUKT1963997    | 1    | Street Assessment            | Acre | \$ 29,953.86 | -        | \$ -         |                  |          |
|     |  |                | 2    | Traffic Signal Assessment    | Acre | \$ 637.55    | 21.27    | \$ 13,560.77 |                  |          |
|     |  |                | 10   | 1-1/4 Inch Water Service     | EA.  | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |  |                | 15   | 8 Inch Water Service         | EA.  | \$ 8,347.60  | -        | \$ -         |                  |          |
|     |  |                | 17   | 8 Inch Sanitary Lateral      | EA.  | \$ 5,161.87  | -        | \$ -         |                  |          |
|     |  |                | 22   | 12 Inch Water Main           | Acre | \$ 8,807.34  | -        | \$ -         |                  |          |
|     |  |                | 24   | 12 Inch Sanitary Sewer Main  | Acre | \$ 2,064.57  | 21.27    | \$ 43,913.49 |                  |          |
|     |  |                |      |                              |      |              |          |              | \$ 57,474.25     |          |
| 6   | AURORA HEALTH CARE INC<br>750 W VIRGINIA ST<br>MILWAUKEE, WI 53201-1539                                  | MUKV1962996004 | 1    | Street Assessment            | Acre | \$ 29,953.86 | 1.70     | \$ 50,921.56 |                  |          |
|     |  |                | 2    | Traffic Signal Assessment    | Acre | \$ 637.55    | 1.70     | \$ 1,083.84  |                  |          |
|     |  |                | 10   | 1-1/4 Inch Water Service     | EA.  | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |  |                | 15   | 8 Inch Water Service         | EA.  | \$ 8,347.60  | 0.25     | \$ 2,086.90  |                  |          |
|     |  |                | 17   | 8 Inch Sanitary Lateral      | EA.  | \$ 5,161.87  | 0.25     | \$ 1,290.47  |                  |          |
|     |  |                | 22   | 12 Inch Water Main           | Acre | \$ 8,807.34  | 1.70     | \$ 14,972.47 |                  |          |
|     |  |                | 23   | 8 Inch Sanitary Sewer Main   | Acre | \$ 2,470.76  | 1.70     | \$ 4,200.29  |                  |          |
|     |  |                |      |                              |      |              |          |              | \$ 74,555.52     |          |
| 7   | ACG DEVELOPMENT#1, LLC; GOODDEN<br>#17 LLC<br>8575 W FOREST HOME AVE STE 40<br>GREENFIELD, WI 53228-3469 | MUKV1962996005 | 1    | Street Assessment            | Acre | \$ 29,953.86 | 1.01     | \$ 30,253.40 |                  |          |
|     |  |                | 2    | Traffic Signal Assessment    | Acre | \$ 637.55    | 1.01     | \$ 643.93    |                  |          |
|     |  |                | 10   | 1-1/4 Inch Water Service     | EA.  | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |  |                | 15   | 8 Inch Water Service         | EA.  | \$ 8,347.60  | 0.25     | \$ 2,086.90  |                  |          |
|     |  |                | 17   | 8 Inch Sanitary Lateral      | EA.  | \$ 5,161.87  | 0.25     | \$ 1,290.47  |                  |          |
|     |  |                | 22   | 12 Inch Water Main           | Acre | \$ 8,807.34  | 1.01     | \$ 8,895.41  |                  |          |
|     |  |                | 23   | 8 Inch Sanitary Sewer Main   | Acre | \$ 2,470.76  | 1.01     | \$ 2,495.46  |                  |          |
|     |  |                |      |                              |      |              |          |              | \$ 45,665.56     |          |



SCHEDULE C - Assessment Roll

Community Name: Village of Mukwonago

Project Location: Chapman Farm Blvd

Project Description: Chapman Farm Blvd Paving and Utilities

R/M Project Number: 1292136.300

The following properties are benefited by the proposed improvements and are assessed under the Village's police powers:

| No. | Owner's Name & Address  | Tax Key No.    | Code | Description                  | Unit  | Unit Cost    | Quantity | Total Cost   | Total Assessment | Deferred |
|-----|---|----------------|------|------------------------------|-------|--------------|----------|--------------|------------------|----------|
| 8   | BIELINSKI HOMES INC<br>1830 MEADOW LN STE A<br>PEWAUKEE WI 53072-5575   | MUKV1957997002 | 1    | Street Assessment            | Acre  | \$ 29,953.86 | -        | \$ -         |                  |          |
|     |   |                | 2    | Traffic Signal Assessment    | Acre  | \$ 637.55    | 35.03    | \$ 22,333.50 |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service     | EA.   | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |   |                | 15   | 8 Inch Water Service         | EA.   | \$ 8,347.60  | -        | \$ -         |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral      | EA.   | \$ 5,161.87  | -        | \$ -         |                  |          |
|     |   |                | 22   | 12 Inch Water Main           | Acre  | \$ 8,807.34  | -        | \$ -         |                  |          |
|     |   |                | 23   | 8 Inch Sanitary Sewer Main   | Acre  | \$ 2,470.76  | 35.03    | \$ 86,550.62 |                  |          |
|     |   |                |      |                              |       |              |          |              | \$ 108,884.13    |          |
| 8A  | BIELINSKI HOMES INC<br>1830 MEADOW LN STE A<br>PEWAUKEE WI 53072-5575   | MUKV1957997002 | 1    | Street Assessment            | Acre  | \$ 29,953.86 | -        | \$ -         |                  |          |
|     |   |                | 2    | Traffic Signal Assessment    | Acre  | \$ 637.55    | 29.61    | \$ 18,877.96 |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service     | EA.   | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |   |                | 15   | 8 Inch Water Service         | EA.   | \$ 8,347.60  | -        | \$ -         |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral      | EA.   | \$ 5,161.87  | -        | \$ -         |                  |          |
|     |   |                | 22   | 12 Inch Water Main           | Acre  | \$ 8,807.34  | -        | \$ -         |                  |          |
|     |   |                | 23   | 8 Inch Sanitary Sewer Main   | Acre  | \$ 2,470.76  | -        | \$ -         |                  |          |
|     |   |                |      |                              |       |              |          |              | \$ 18,877.96     |          |
| 9   | GERALD L GILSON AND DIANE M GILSON<br><br>S83W29820 SAXONY CT<br>MUKWONAGO WI 53149   | MUKT1957998    | 1    | Street Assessment            | Acre  | \$ 29,953.86 | -        | \$ -         |                  |          |
|     |   |                | 2    | Traffic Signal Assessment    | Acre  | \$ 637.55    | 72.72    | \$ 46,362.90 |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service     | EA.   | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |   |                | 15   | 8 Inch Water Service         | EA.   | \$ 8,347.60  | -        | \$ -         |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral      | EA.   | \$ 5,161.87  | -        | \$ -         |                  |          |
|     |   |                | 22   | 12 Inch Water Main           | Acre  | \$ 8,807.34  | -        | \$ -         |                  |          |
|     |   |                | 26   | Sanitary Sewer Main Oversize | Acres | \$ 1,262.98  | 72.72    | \$ 91,843.64 |                  |          |
|     |   |                |      |                              |       |              |          |              | \$ 138,206.54    |          |
| 10  | FAMILY TRUST C/U ARTICLE VII OF THE<br>ROGER W CHAPMAN AND FERN L<br>CHAPMAN JOINT REVOCABLE TRUST<br>W299S8915 HWY 83<br>MUKWONAGO, WI 53149 | MUKT1962988    | 1    | Street Assessment            | Acre  | \$ 29,953.86 | -        | \$ -         |                  |          |
|     |   |                | 2    | Traffic Signal Assessment    | Acre  | \$ 637.55    | 10.61    | \$ 6,764.44  |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service     | EA.   | \$ 5,766.14  | -        | \$ -         |                  |          |
|     |   |                | 15   | 8 Inch Water Service         | EA.   | \$ 8,347.60  | -        | \$ -         |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral      | EA.   | \$ 5,161.87  | -        | \$ -         |                  |          |
|     |   |                | 22   | 12 Inch Water Main           | Acre  | \$ 8,807.34  | -        | \$ -         |                  |          |
|     |   |                | 26   | Sanitary Sewer Main Oversize | Acres | \$ 1,262.98  | 10.61    | \$ 13,400.18 |                  |          |
|     |   |                |      |                              |       |              |          |              | \$ 20,164.62     |          |



SCHEDULE C - Assessment Roll

Community Name: Village of Mukwonago

Project Location: Chapman Farm Blvd

Project Description: Chapman Farm Blvd Paving and Utilities

R/M Project Number: 1292136.300

The following properties are benefited by the proposed improvements and are assessed under the Village's police powers:

| No. | Owner's Name & Address  | Tax Key No.    | Code | Description                  | Unit  | Unit Cost    | Quantity | Total Cost    | Total Assessment | Deferred |
|-----|---|----------------|------|------------------------------|-------|--------------|----------|---------------|------------------|----------|
| 11  | MICHAEL A CHAPMAN DESCENDANTS' TRUST<br>LAURIE G CHAPMAN DESCENDANTS' TRUST ET AL<br>W299S8915 HWY 83<br>MUKWONAGO, WI 53149-9567 | MUKV1957997001 |      |                              |       |              |          |               |                  |          |
|     |   |                | 1    | Street Assessment            | Acre  | \$ 29,953.86 | -        | \$ -          |                  |          |
|     |   |                | 2    | Traffic Signal Assessment    | Acre  | \$ 637.55    | 21.99    | \$ 14,019.80  |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service     | EA.   | \$ 5,766.14  | -        | \$ -          |                  |          |
|     |   |                | 15   | 8 Inch Water Service         | EA.   | \$ 8,347.60  | -        | \$ -          |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral      | EA.   | \$ 5,161.87  | -        | \$ -          |                  |          |
|     |   |                | 22   | 12 Inch Water Main           | Acre  | \$ 8,807.34  | -        | \$ -          |                  |          |
|     |   |                | 26   | Sanitary Sewer Main Oversize | Acres | \$ 1,262.98  | -        | \$ -          |                  |          |
|     |   |                |      |                              |       |              |          |               | \$ 14,019.80     |          |
| 12  | MICHAEL A CHAPMAN DESCENDANTS' TRUST<br>LAURIE G CHAPMAN DESCENDANTS' TRUST ET AL<br>W299S8915 HWY 83<br>MUKWONAGO, WI 53149-9567 | MUKV1962996009 |      |                              |       |              |          |               |                  |          |
|     |   |                | 1    | Street Assessment            | Acre  | \$ 29,953.86 | 6.37     | \$ 190,806.07 |                  |          |
|     |   |                | 2    | Traffic Signal Assessment    | Acre  | \$ 637.55    | 6.37     | \$ 4,061.22   |                  |          |
|     |   |                | 10   | 1-1/4 Inch Water Service     | EA.   | \$ 5,766.14  | -        | \$ -          |                  |          |
|     |   |                | 15   | 8 Inch Water Service         | EA.   | \$ 8,347.60  | 0.50     | \$ 4,173.80   |                  |          |
|     |   |                | 17   | 8 Inch Sanitary Lateral      | EA.   | \$ 5,161.87  | 0.50     | \$ 2,580.93   |                  |          |
|     |   |                | 22   | 12 Inch Water Main           | Acre  | \$ 8,807.34  | 6.37     | \$ 56,102.73  |                  |          |
|     |   |                | 23   | 8 Inch Sanitary Sewer Main   | Acres | \$ 2,470.76  | 6.37     | \$ 15,738.72  |                  |          |
|     |   |                |      |                              |       |              |          |               | \$ 273,463.46    |          |
|     |   |                |      |                              |       |              |          |               | \$ 1,191,718.23  |          |



SCHEDULE C - Assessment Roll

Community Name: Village of Mukwonago

Project Location: Chapman Farm Blvd

Project Description: Chapman Farm Blvd Paving and Utilities

R/M Project Number: 1292136.300

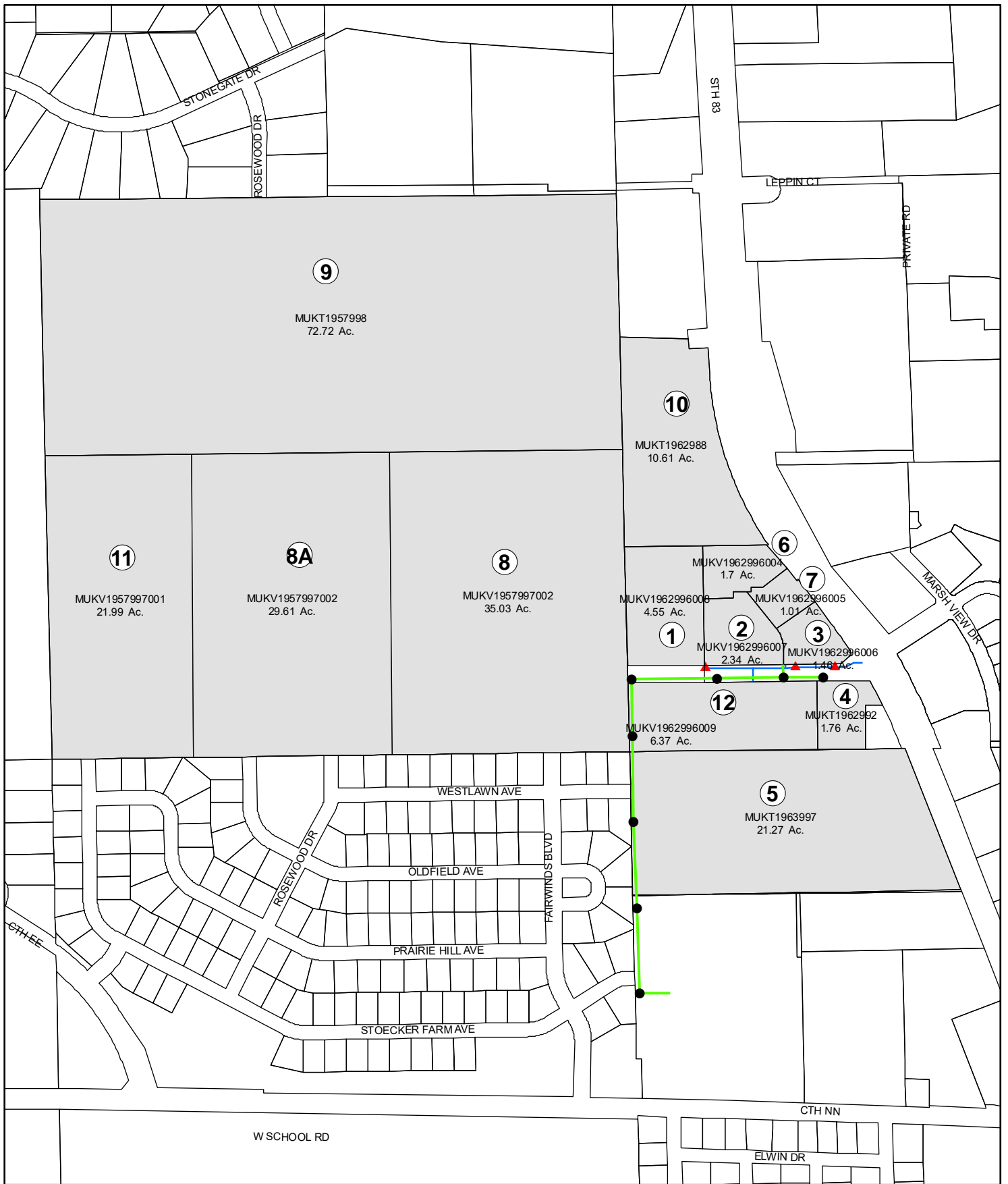
The following properties are benefited by the proposed improvements and are assessed under the Village's police powers:

| No. | Owner's Name & Address | Tax Key No. | Code | Description | Unit | Unit Cost | Quantity | Total Cost | Total Assessment | Deferred |
|-----|------------------------|-------------|------|-------------|------|-----------|----------|------------|------------------|----------|
|-----|------------------------|-------------|------|-------------|------|-----------|----------|------------|------------------|----------|

Assessment Report Totals:

|    |                              |      |    |           |        |    |                |  |  |
|----|------------------------------|------|----|-----------|--------|----|----------------|--|--|
| 1  | Street Assessment            | Acre | \$ | 29,953.86 | 19.20  | \$ | 575,114.05     |  |  |
| 2  | Traffic Signal Assessment    | Acre | \$ | 637.55    | 210.43 | \$ | 134,160.41     |  |  |
| 10 | 1-1/4 Inch Water Service     | EA.  | \$ | 5,766.14  | 1.00   | \$ | 5,766.14       |  |  |
| 15 | 8 Inch Water Service         | EA.  | \$ | 8,347.60  | 2.00   | \$ | 16,695.19      |  |  |
| 17 | 8 Inch Sanitary Lateral      | EA.  | \$ | 5,161.87  | 3.00   | \$ | 15,485.60      |  |  |
| 22 | 12 Inch Water Main           | Acre | \$ | 8,807.34  | 17.44  | \$ | 153,599.93     |  |  |
| 23 | 8 Inch Sanitary Sewer Main   | Acre | \$ | 2,470.76  | 54.23  | \$ | 133,989.16     |  |  |
| 24 | 12 Inch Sanitary Sewer Main  | Acre | \$ | 2,064.57  | 21.27  | \$ | 43,913.49      |  |  |
| 25 | Equivalent 8 Inch Water Main | Acre | \$ | 4,403.67  | 1.76   | \$ | 7,750.46       |  |  |
| 26 | Sanitary Sewer Main Oversize | Acre | \$ | 1,262.98  | 83.33  | \$ | 105,243.82     |  |  |
|    | TOTAL                        |      |    |           |        |    | \$1,191,718.23 |  |  |

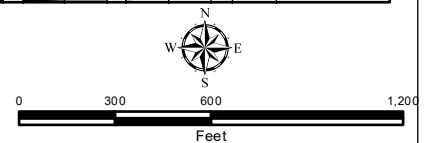




### Legend

- Sanitary Manhole
- Hydrant
- Sanitary Force Main
- Water Main
- Sanitary Gravity Main
- Hydrant Lead

### Special Assessment Properties Exhibit





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

**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 **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. ) and 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, except for the second lift of asphalt and landscaping, 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 footing 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. **Utility Plans and Locations:**

1. **Electrical Utility Transformers, Pedestals and Boxes Location.** **SUBDIVIDER** shall furnish, construct and install the electrical service facilities, including phone, cable and



other communication facilities (transformers, pedestals and boxes) in accordance with the designed plans: **Work Order No. 4365540, dated: 6/03/2019**, prepared by WE Energies and approved by the **VILLAGE** and the engineering firm representing the **VILLAGE**. Any modification to the approved plans must be submitted to the Municipality Zoning Administrator for review and final approval. Landscaping shall be installed on any transformers, pedestals or boxes located in the street or side yard must be completed within 6 months of the energizing of all service facilities or by, prior to the first occupancy permit obtained, whichever occurs first.

2. **Natural Gas Facilities Location.** **SUBDIVIDER** shall furnish, construct and install the natural gas service facilities in accordance with the designed plans: **Work Order No. 4365544, dated: 5/24/2019**, prepared by WE Energies and approved by the **VILLAGE** and the engineering firm representing the **VILLAGE**. Any modification to the approved plans must be submitted to the Municipality Zoning Administrator for review and final approval.
3. **Street Lights Overhead Facilities Location.** **SUBDIVIDER** shall furnish, construct and install the street lighting in accordance with the designed plans: **Work Order No. 4373983 dated 10/2/2019 & Work Order No. 4373985 dated: 9/18/2019**, prepared by WE Energies and approved by the **VILLAGE** and the engineering firm representing the **VILLAGE**. Any modification to the approved plans must be submitted to the Municipality Zoning Administrator for review and final approval.

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 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). Parking to be restricted to one side of the street with the 60-foot R.O.W



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 any such 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 water 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 Article II, Paragraph J.9.e.

The **SUBDIVIDER** may request, in writing, acceptance of sanitary sewer, water main, and streets as they are completed and the Letter of Credit shall be reduced accordingly as stated elsewhere herein.



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.

4. **Public Park Site.**

No later than the end of the construction season for the year in which footing and foundation permits or full building permits are issued for 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.

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 installed and 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. Notwithstanding the forgoing, if occupancy permits can be issued for a building after November 1 of any year, the occupancy permit shall be issued and the public sidewalk adjacent to said building shall be installed no later than June 30 the year after the occupancy permit was issued. Sidewalks within other public right-of-way shall be installed throughout the **SUBDIVISION** on both sides of the street prior to acceptance of those 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 100 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 roundabout return areas as referenced in **EXHIBIT A** and described in **EXHIBIT H**.

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 drainage 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.

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 zero percent (0%) administrative fee. The **VILLAGE** shall cause all parties with whom it contracts for any civil engineering or inspections to submit fully itemized bills showing the date work was done, work completed, time spent on each job, the name of the person performing the work, and the hourly charge for each person performing the work. The **VILLAGE** shall submit to **SUBDIVIDER** its bill for civil engineering, inspections and any other costs to be paid by **SUBDIVIDER**, and shall itemize the **VILLAGE'S** costs in a similar format.

**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 \_\_\_\_\_ of *Ruekert-Mielke, Inc.* as the Engineer for the project. \_\_\_\_\_ telephone number is 262-\_\_\_\_\_ 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 email 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:

*Jerad Wegner, 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: Frank Bielinski, Vice President

## ACKNOWLEDGEMENT

[illegible]

Personally came before me this \_\_ day of \_\_\_\_\_, 2019, the above-named Frank Bielinski, Vice President of Bielinski Homes, Inc., to me known to be the person and officer who executed the foregoing instrument and acknowledged that they executed the same as such officer of the Bielinski Homes, Inc.

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

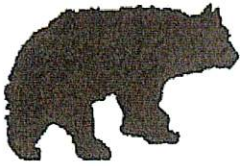


Approved as to Form:

---

Mark G. Blum, Village Attorney





## Village of Mukwonago

### AGENDA ITEM REQUEST FORM

|   |  |
|---|--|
| Committee/Board:                            | Public Works   |
| Topic:                                      | 2020 Well & Well Pump Improvements for Well 6 and Well 4 Booster Pumps |
| From:                                       | Dave Brown   |
| Department:                                 | Water Utility  |
| Presenter:                                  | Dave Brown   |
| Date of Committee Action (if required):     | 10/16/2019   |
| Date of Village Board Action (if required): | 10/16/2019   |

### Information

**Subject:**

Task Order 2019-16 Well 4 Booster Pumps and Well 6 Rehab bidding and construction related services

**Background Information/Rationale:**

Perform 10 year pump maintenance needs to correct and reduce chances of pump failure causing emergency repairs and increase life expectancy of existing equipment.

**Key Issues for Consideration:**

Booster pump 2 at Well 4 is failing with an increase in vibration and pumping at less than 60% of design capacity. Well 6 is in exceedance of the normal 10 year rehab cycle.

**Fiscal Impact (If any):**

\$13,000

**Requested Action by Committee/Board:**

Make recommendation to approve Task Order 2019-16

### Attachments

Task Order 2019-16



## TASK ORDER

This is Task Order No. 2019-16,  
consisting of 4 pages  
**Village of Mukwonago**  
*2020 Well & Well Pump Improvements*

### Task Order

In accordance with the Agreement Amendment between Village of Mukwonago (Owner) and Ruekert-Mielke, Inc. (Engineer) dated December 21, 2017, Owner and Engineer agree as follows:

#### 1. Specific Project Data

A. Title: 2020 Well & Well Pump Improvements

B. Description:

##### 1. Bidding and construction-related services

The project includes well and well pump work at Well Station No. 6. Work to be included with the project is described below:

##### Well Station No. 6

The work items at Well Station No. 6 include removing the existing well pump, performing an evaluation of the well pump and pumping assembly, televising the well, and performing a well condition evaluation. Optional work items will be included with this part of the project. Optional work items will be selected after the well pump assembly evaluation and well condition evaluation are complete. Optional work items will include:

- Chemical rehabilitation of the well
- Well brushing
- Well bailing
- Post-well work televising
- Replace or repair worn or damaged pump components
- Replace existing well pump

##### 2. Bidding and construction-related services

The project includes pump work at Well Station No. 4. Work to be included with the project is described below:

##### Well Station No. 4

The work items at Well Station No. 4 include removing the existing high lift pumps, performing an evaluation of the pumps and pumping assemblies. Replace or repair worn or damaged pump parts. Remove right angle gear drive and replace motor drive shaft.



## TASK ORDER

### 2. Services of Engineer

The scope for this project includes the design, bidding, and construction-related services. The scope is provided in the following sections:

#### A. Bidding

1. Conduct administration for bidding services.
2. Answer bidders' questions. Maintain a log of bidders' questions and answers given.
3. Issue any required addenda.
4. Attend bid opening.
5. Review bids for completion of contract requirements. Review low bidder's qualification statement and references.
6. Issue Recommendation of Award and Notice of Award.

#### B. Construction Related Services

1. Coordinate contract execution with successful bidder. Coordinate bonds, insurance, Agreement, and other documents.
2. Conduct a preconstruction meeting. This includes writing an agenda, attending the meeting, and issuing meeting notes.
3. Coordinate general administration with contractor including answering questions and facilitating communication with Village.
4. Review submittals including shop drawings, operation and maintenance manuals, start-up reports, and other submittals.
5. Review and process contractor pay requests.
6. Serve as Resident Project Engineer for construction review services. Provide on-site observation as appropriate for character of the work being performed.
7. Negotiate and coordinate changes orders.
8. Attend and oversee equipment start-ups.
9. Prepare a punch list.

### 3. Owner's Responsibilities

- Pay cost of advertisement, Engineer's reimbursable expenses, reproduction and distribution of the bidding documents, and will refer all bidders' questions to the Engineer for response.
- Allow access on-site for Engineer and Contractor.
- Accommodate construction progress meetings with Engineer and Contractor to discuss project.



## TASK ORDER

### 4. Times for Rendering Services

| <u>Phase</u>     | <u>Completion Date</u> |
|------------------|------------------------|
| 200 Bidding      | January 2020           |
| 300 Construction | April 2020             |

### 5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

| <u>Category of Services</u>  | <u>Compensation Method</u> | <u>Estimate of Compensation<br/>for Services</u> |
|--|----------------------------|--|
| Bidding & Construction<br>Engineering Services for<br>Well Station No. 6 | Standard Hourly Rates      | \$8,500  |
| Bidding & Construction<br>Engineering Services for<br>Well Station No. 4 | Standard Hourly Rates      | \$4,550  |

B. The terms of payment are set forth in the Standard Terms and Conditions.

### 6. Consultants

None.

### 7. Other Modifications to Standard Terms and Conditions

None.

### 8. Attachments

None.

### 9. Documents Incorporated by Reference

Ruekert & Mielke, Inc. / Village of Mukwonago Master Agreement



## TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions, (as modified above) set forth in the Master Engineering Agreement Amendment between Owner and Engineer, dated December 21, 2017, which are incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

ENGINEER:

Village of Mukwonago

Ruekert & Mielke, Inc.

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

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

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

Name: Steven C. Wurster, P.E.

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

Title: Senior Vice President/COO

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

Date: October 1, 2019

### DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

Name: Christopher L. Epstein, P.E.

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

Title: Project Engineer

Address: \_\_\_\_\_

Address: W233 N2080 Ridgeview Parkway

\_\_\_\_\_

Waukesha, WI 53188-1020

Email: \_\_\_\_\_

Email: cepstein@ruekert-mielke.com

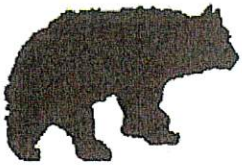
Phone: \_\_\_\_\_

Phone: 262-542-5733

Fax: \_\_\_\_\_

Fax: 262-542-5631





|   |   |
|---|---|
| Committee/Board:                            | Public Works  |
| Topic:                                      | 2019/2020 Well & Well Pump Improvements Task Order Revision |
| From:                                       | Dave Brown  |
| Department:                                 | Water Utility   |
| Presenter:                                  | Dave Brown  |
| Date of Committee Action (if required):     | 10/16/2019  |
| Date of Village Board Action (if required): | 10/16/2019  |

### Information

**Subject:**

Replace Task Order 2019-05 with 2019-05R

**Background Information/Rationale:**

Approved Task Order 2019-05 was to rehab both Wells 3 & 6 in 2019 due to project costs and budget concerns Well 6 work has been moved to 2020 along with Well 4's 2 Booster Pump rebuilds. Task order 2019-05R will complete all Well 3 project engineering the same as in Task Order 2019-05 which has been bid and awarded is expected to begin in a few weeks. Task Order 2019-05R will now also include the engineering design specs. and bidding documents to have Well 4 & 6 2020 rehabs. Ready for bidding the first of the year.

**Key Issues for Consideration:**

Annual pump test that have been normally run just on the well pumps. Tests were performed this year on the Well 4 booster pumps also as a vibration change has been detected. It was found that Booster pump 2 not only has an increased vibration but a 40%+ loss in pumping capacity. Facilitating the desire to have this work done as soon as possible in 2020.

**Fiscal Impact (If any):**

\$2,300 increase in the task order 2019-05R

**Requested Action by Committee/Board:**

Make recommendation to approve Task Order 2019-05R.

### Attachments

Task Order 2019-05R



## TASK ORDER

This is Task Order No. 2019-05R,  
consisting of 5 pages  
**Village of Mukwonago**  
*2019 Well & Well Pump Improvements*

### Task Order

This Task Order revises and replaces Task Order No. 2019-05. In accordance with the Agreement Amendment between Village of Mukwonago (Owner) and Ruekert-Mielke, Inc. (Engineer) dated December 21, 2017, Owner and Engineer agree as follows:

#### 1. Specific Project Data

A. Title: 2019 Well & Well Pump Improvements

B. Description:

##### 1. Design, bidding, and construction-related services – Well Station No. 3

The project includes well and well pump work at Well Station No. 3. Work to be included with the project is described below:

##### Well Station No. 3

The work items at Well Station No. 3 include replacing the existing oil pre-lubrication system with a water pre-lubrication system, replacing the existing well pump and motor, replacing the existing well air-vacuum relief valve, oil bailing of the well, televising the well and performing a well condition evaluation, and removing and evaluating the condition of the well pump motor. Optional work items will be included for this part of the project. Optional work items will be selected after the well condition evaluation and well pump motor evaluations are complete. Optional work items will include:

- Chemical rehabilitation of the well
- Well borehole brushing
- Post-well work televising

Previously, the well pump was provided with an engine to drive the pump. The drive has since been removed. Included in this project will be removal of the concrete base that supported the engine.

##### 2. Design – Well Station Nos. 4 & 6

The project includes well and pump work at Well Stations No. 4 & No. 6. Work to be included with the project is described below:

##### Well Station No. 4



## TASK ORDER

The work items at Well Station No. 4 include removing the existing high lift pumps, performing an evaluation of the pumps and pumping assemblies. Replace or repair worn or damaged pump parts. Remove right angle gear drive and replace motor drive shaft.

### Well Station No. 6

The work items at Well Station No. 6 include removing the existing well pump, performing an evaluation of the well pump and pumping assembly, televising the well, and performing a well condition evaluation. Optional work items will be included with this part of the project. Optional work items will be selected after the well pump assembly evaluation and well condition evaluation are complete. Optional work items will include:

- Chemical rehabilitation of the well
- Well brushing
- Well bailing
- Post-well work televising
- Replace or repair worn or damaged pump components
- Replace existing well pump

## **2. Services of Engineer**

The scope for this project includes the design, bidding, and construction-related services. The scope is provided in the following sections:

### A. Design (Well Station Nos. 3, 4, and 6)

1. Meet with Village staff to confirm design requirements.
2. Perform facility inspections.
3. Prepare drawings and specifications as needed to describe the required work.
4. Review drawings and specifications with the Village Staff.
5. Prepare, submit, and obtain permits required for the project.
6. Assemble public bidding documents, including but not limited to requirements for insurance, bonds, Agreement, and bidding. Documents will follow the Engineers Joint Contract Documents Committee format. Combine these documents with the technical specifications to make a complete bidding and contract document set.
7. Develop Engineer's opinion of probable construction cost.

### B. Bidding (Well Station No. 3)

1. Conduct administration for bidding services.
2. Answer bidders' questions. Maintain a log of bidders' questions and answers given.
3. Issue any required addenda.



## TASK ORDER

4. Attend bid opening.
5. Review bids for completion of contract requirements. Review low bidder's qualification statement and references.
6. Issue Recommendation of Award and Notice of Award.

### C. Construction Related Services (Well Station No. 3)

1. Coordinate contract execution with successful bidder. Coordinate bonds, insurance, Agreement, and other documents.
2. Conduct a preconstruction meeting. This includes writing an agenda, attending the meeting, and issuing meeting notes.
3. Coordinate general administration with contractor including answering questions and facilitating communication with Village.
4. Review submittals including shop drawings, operation and maintenance manuals, start-up reports, and other submittals.
5. Review and process contractor pay requests.
6. Serve as Resident Project Engineer for construction review services. Provide on-site observation as appropriate for character of the work being performed.
7. Negotiate and coordinate changes orders.
8. Attend and oversee equipment start-ups.
9. Prepare a punch list.

### 3. Owner's Responsibilities

- Attend design progress meeting.
- Pay cost of advertisement, Engineer's reimbursable expenses, reproduction and distribution of the bidding documents, and will refer all bidders' questions to the Engineer for response.
- Allow access on-site for Engineer and Contractor.
- Accommodate construction progress meetings with Engineer and Contractor to discuss project.

### 4. Times for Rendering Services

| <u>Phase</u>         | <u>Completion Date</u> |
|----------------------|------------------------|
| 200 Design & Bidding | August 2019            |
| 300 Construction     | October 2019           |

### 5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:



## TASK ORDER

| <u>Category of Services</u>          | <u>Compensation Method</u> | <u>Estimate of Compensation<br/>for Services</u> |
|--------------------------------------|----------------------------|--|
| Design & Bidding                     | Standard Hourly Rates      | \$28,950   |
| Construction Engineering<br>Services | Standard Hourly Rates      | \$6,850  |

B. The terms of payment are set forth in the Standard Terms and Conditions.

### **6. Consultants**

None.

### **7. Other Modifications to Standard Terms and Conditions**

None.

### **8. Attachments**

None.

### **9. Documents Incorporated by Reference**

Ruekert & Mielke, Inc. / Village of Mukwonago Master Agreement



## TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions, (as modified above) set forth in the Master Engineering Agreement Amendment between Owner and Engineer, dated December 21, 2017, which are incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, \_\_\_\_\_.

OWNER:

ENGINEER:

Village of Mukwonago

Ruekert & Mielke, Inc.

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

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

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

Name: Steven C. Wurster, P.E.

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

Title: Senior Vice President/COO

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

Date: October 1, 2019

### DESIGNATED REPRESENTATIVE FOR TASK ORDER:

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

Name: Christopher L. Epstein, P.E.

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

Title: Project Engineer

Address: \_\_\_\_\_

Address: W233 N2080 Ridgeview Parkway

\_\_\_\_\_

Waukesha, WI 53188-1020

Email: \_\_\_\_\_

Email: cepstein@ruekert-mielke.com

Phone: \_\_\_\_\_

Phone: 262-542-5733

Fax: \_\_\_\_\_

Fax: 262-542-5631



*VILLAGE OF MUKWONAGO  
POLICE DEPARTMENT*



*MONTHLY REPORT*

*September 2019*



**Citation Totals by Offense**

All Departments

Violation Date: 09/01/2019 through 09/30/2019

| Court                    | Agency       | Offense Code   | Offense Description                       | Total      |
|--------------------------|--------------|----------------|---|------------|
| <b>MKPD</b>              |              |                |   |            |
|                          | <b>Adult</b> |                |   |            |
|                          |              | 346.14(1)      | Automobile Following Too Closely          | 1          |
|                          |              | 941.23         | Carrying A Concealed Weapon               | 1          |
|                          |              | 341.15(1m)(a)  | Fail/Attach Rear Regis. Decal/Tag         | 1          |
|                          |              | 341.15(1)      | Fail/Display Vehicle License Plates       | 4          |
|                          |              | 341.335(1)     | Fail/Notify Dmv Of Add./Name/Color Change | 1          |
|                          |              | 346.04(2)      | Fail/Obey Traffic Officer-Work Area       | 12         |
|                          |              | 346.46(1)      | Fail/Stop At Stop Sign                    | 3          |
|                          |              | 346.18(3)      | Fail/Yield Right/Way From Stop Sign       | 1          |
|                          |              | 346.18(2)      | Fail/Yield While Making Left Turn         | 1          |
|                          |              | 346.37(1)(c)3  | Failure To Obey Sign Or Signal            | 1          |
|                          |              | 346.48(1)      | Failure To Stop For School Bus            | 2          |
|                          |              | 341.15(3)(c)   | Improper Display/Plates (Illegible)       | 1          |
|                          |              | 346.51(1)      | Improper Parking On Roadway               | 1          |
|                          |              | 346.48(3)      | Improper Passing/Stopped School Bus       | 1          |
|                          |              | 346.89(1)      | Inattentive Driving                       | 1          |
|                          |              | 54-102(a)      | Loitering /Curfew Violation               | 1          |
|                          |              | 347.13(1)      | No Tail Lamp/Defective Tail Lamp-Night    | 1          |
|                          |              | 341.04(1)      | Non-Registration Of Auto, Etc             | 18         |
|                          |              | 341.03(1)      | Operate After Rev/Susp Of Registration    | 2          |
|                          |              | 344.62(1)      | Operate Motor Vehicle W/O Insurance       | 14         |
|                          |              | 347.14(1)      | Operate Vehicle W/O Stopping Lights       | 4          |
|                          |              | 343.05(3)(a)   | Operate W/O Valid License                 | 2          |
|                          |              | 343.44(1)(a)   | Operating After Suspension                | 7          |
|                          |              | 346.63(1)(a)   | Operating While Intox.                    | 2          |
|                          |              | 82-71          | Parking Lot Traffic Violation             | 3          |
|                          |              | 961.41(3g)(b)  | Possession of Controlled Substance        | 2          |
|                          |              | 943.50(1m)(b)  | Retail Theft-Intentionally Take(<=\$2500) | 5          |
|                          |              | 347.48(2m)(d)  | Ride In Vehicle W/O Wearing Seat Belt     | 1          |
|                          |              | 346.57(4)(gm)2 | Speeding on Freeway                       | 5          |
|                          |              | 346.57(5)      | Speeding Zone And Posted Limits           | 27         |
|                          |              | 347.06(3)      | Unclean/Defective Lights Or Reflectors    | 15         |
|                          |              | 125.07(4)(b)   | Underage Drinking-Possess                 | 2          |
|                          |              | 346.87         | Unsafe Backing Of Vehicle                 | 1          |
|                          |              | 347.48(2m)(b)  | Vehicle Operator Fail/Wear Seat Belt      | 5          |
|                          |              | 346.37(1)(c)1  | Violate Red Traffic Signal                | 1          |
| <b>Adult Grand Total</b> |              |                |   | <b>150</b> |



**Citation Totals by Offense**

All Departments

Violation Date: 09/01/2019 through 09/30/2019

| Court       | Agency          | Offense Code | Offense Description         | Total    |
|-------------|-----------------|--------------|-----------------------------|----------|
| <b>MKPD</b> |                 |              |                             |          |
|             | <b>Juvenile</b> |              |                             |          |
|             |                 | 947.01(1)    | Disorderly Conduct          | 1        |
|             |                 | 961.573(1)   | Possess Drug Paraphernalia  | 1        |
|             |                 | 125.07(4)(b) | Underage Drinking-Possess   | 1        |
|             |                 |              | <b>Juvenile Grand Total</b> | <b>3</b> |



**Mukwonago Police Department**  
**Tickets Totals (by Violation)**

Issue Date: 09/01/2019 through 09/30/2019

| Violation Description           | Violation Code | Area           | Total |
|---------------------------------|----------------|----------------|-------|
| Park 24hr - Abandoned           | 82-1(K)        |                | 2     |
|                                 |                | By Violation:  | 2     |
| Restrictions: Winter/Sth 83/Etc | 82-191         |                | 5     |
|                                 |                | By Violation:  | 5     |
|                                 |                | Total Tickets: | 7     |





## Monthly Case Overview Report

Printed On: 10/04/19 14:22

Reporting Period: 09/01/2019 - 09/29/2019

Village of Mukwonago Police - 1122

|  | Total     |
|--|-----------|
|  | <b>72</b> |
| Administrative/Informational                 | <b>11</b> |
| Assist Other Dept/Service/Request by Citizen | <b>2</b>  |
| Auto Theft - Attempt or Actual               | <b>1</b>  |
| Carrying a Concealed Weapon                  | <b>1</b>  |
| Cocaine-Possession                           | <b>1</b>  |
| Criminal Damage - Other                      | <b>1</b>  |
| Criminal Damage-Private                      | <b>1</b>  |
| Criminal Trespass to Property                | <b>1</b>  |
| Disorderly Conduct                           | <b>1</b>  |
| Disorderly Conduct:Fighting                  | <b>1</b>  |
| DOA - Sudden Death, Etc.                     | <b>2</b>  |
| Dog at large                                 | <b>1</b>  |
| Emergency Detention/M.O.                     | <b>1</b>  |
| Found Property                               | <b>1</b>  |
| Found/Recovered-Property                     | <b>3</b>  |
| Fraud Complaint                              | <b>1</b>  |
| Fraud-Swindle                                | <b>1</b>  |
| Hit and Run                                  | <b>2</b>  |
| Intimidation (Inc Stalking)                  | <b>1</b>  |
| Liquor - Underage Possession                 | <b>1</b>  |
| Loitering Complaint                          | <b>1</b>  |
| Lost Property                                | <b>1</b>  |
| Marijuana-Possession                         | <b>2</b>  |
| OWI/DWI-Liquor                               | <b>2</b>  |
| Passing Counterfeit                          | <b>1</b>  |
| PI Accident                                  | <b>1</b>  |
| Probation/Parole Hold                        | <b>1</b>  |
| Public Order Crimes                          | <b>1</b>  |
| Retail Theft \$50-\$200                      | <b>4</b>  |
| Retail Theft <\$50                           | <b>2</b>  |
| Retail Theft >\$200                          | <b>1</b>  |
| Sex Asslt                                    | <b>1</b>  |
| Shoplifting/Retail Theft Compl               | <b>1</b>  |
| Simple Assault                               | <b>1</b>  |
| Theft - All                                  | <b>1</b>  |
| Theft - All Others >\$200                    | <b>1</b>  |
| Theft From Building >\$200                   | <b>1</b>  |
| Traffic Offense/Traffic Other                | <b>14</b> |





## Arrests by Statute Report

Printed On: 10/04/19 14:23

Reporting Period: 09/04/19 - 09/29/19

This report contains all arrest charges.

|  | Total     | Felony   | Misdemeanor | Non-Criminal |
|--|-----------|----------|-------------|--------------|
| 346.63(1)(a) - Operating While Intoxicated - 1st Offense                             | 2         |          |             | 2            |
| 54-1(1) - Retail Theft (Shoplifting)   | 7         |          |             | 7            |
| 54-1(B) - Underage Consumption of Alcohol (17-20 YOA)                                | 3         |          |             | 3            |
| 54-1(J) - Carry a Concealed Weapon   | 1         |          |             | 1            |
| 54-1(V) - Possession of a Controlled Substance                                       | 2         |          |             | 2            |
| 54-1(V1) - Possession of Drug Paraphernalia  | 1         |          |             | 1            |
| 54-102(a) - Loitering or Curfew Violation  | 1         |          |             | 1            |
| 940.19(1) - Battery  | 1         |          | 1           |              |
| 940.225(3m) - 4th Degree Sexual Assault  | 1         |          | 1           |              |
| 940.235(1) - Strangulation and Suffocation   | 1         | 1        |             |              |
| 940.30 - False Imprisonment  | 1         | 1        |             |              |
| 940.32(2) - Stalking   | 1         | 1        |             |              |
| 943.01(1) - Criminal Damage to Property (Felony)                                     | 1         |          | 1           |              |
| 943.50(1m)(b) - Retail Theft - Intentionally Take - ( $\leq \$500$ )( $\geq \$200$ ) | 2         |          | 2           |              |
| 947.01 - Disorderly Conduct  | 2         |          | 1           | 1            |
| 961.41(3g)(b) - Possession of Controlled Substance                                   | 1         |          | 1           |              |
| 961.41(3g)(c) - Possession of Cocaine  | 2         |          | 2           |              |
| 961.573(1) - Possess Drug Paraphernalia  | 2         |          | 2           |              |
| FUGM - Fugitive Warrant Other Municipal  | 1         |          |             | 1            |
| <b>Total</b>   | <b>33</b> | <b>3</b> | <b>11</b>   | <b>19</b>    |





# Traffic Crash List

Printed On: 10/04/19 14:24

## Village of Mukwonago Police

| Date Time                   | Case#     | Crash#    | Officer                  | Total Units | Total Injured | Total Killed | Crash Type | EMS# |
|-----------------------------|-----------|-----------|--------------------------|-------------|---------------|--------------|------------|------|
| 09/27/2019 15:16            | 19-053836 | 19-000183 | Rogers, Richard J-rrog49 | 2           | 0             | 0            | C          |      |
| 09/23/2019 14:20            | 19-053138 | 19-000182 | Rogers, Richard J-rrog49 | 2           | 1             | 0            | C          |      |
| 09/22/2019 18:00            | 19-052980 | 19-000181 | Kubiak, Michael L-mkub41 | 2           | 0             | 0            | C          |      |
| 09/21/2019 15:28            | 19-052822 | 19-000180 | Rogers, Richard J-rrog49 | 2           | 1             | 0            | C          |      |
| 09/14/2019 12:10            | 19-051437 | 19-000179 | Kirkpatrick, Cory-ckir37 | 2           | 0             | 0            | C          |      |
| 09/16/2019 10:36            | 19-051763 | 19-000178 | Rogers, Richard J-rrog49 | 2           | 1             | 0            | C          |      |
| 09/18/2019 00:00            | 19-052251 | 19-000177 | Wilson, Chet F-cwil47    | 2           | 0             | 0            | C          |      |
| 09/16/2019 15:35            | 19-051820 | 19-000176 | Schubel, John-jsch48     | 2           | 0             | 0            | C          |      |
| 09/17/2019 17:10            | 19-052085 | 19-000175 | Melo, Robert C-rmel44    | 2           | 0             | 0            | C          |      |
| 09/10/2019 10:17            | 19-050683 | 19-000174 | Schubel, John-jsch48     | 2           | 0             | 0            | C          |      |
| 09/09/2019 13:40            | 19-050504 | 19-000173 | Kreiser, Robert S-rkre39 | 2           | 0             | 0            | C          |      |
| 09/07/2019 19:08            | 19-050243 | 19-000172 | Kirkpatrick, Cory-ckir37 | 2           | 0             | 0            | C          |      |
| 09/06/2019 13:35            | 19-050011 | 19-000171 | Schubel, John-jsch48     | 2           | 0             | 0            | C          |      |
| 09/03/2019 15:24            | 19-049427 | 19-000170 | Kreiser, Robert S-rkre39 | 2           | 1             | 0            | C          |      |
| 09/04/2019 22:20            | 19-049701 | 19-000169 | Cieszynski, Brian-bcie45 | 1           |               |              | D          |      |
| Village of Mukwonago Police |           |           |                          | 29          | 4             | 0            |            |      |

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**Police Contacts - Village**

|                    |             |
|--------------------|-------------|
| First Shift        | 2063        |
| Second Shift       | 1530        |
| Third Shift        | 661         |
| 911 Calls          | 129         |
| <b>TOTAL CALLS</b> | <b>4383</b> |

**Eagle Lake Patrol**

|                 |    |
|-----------------|----|
| Stops/All Calls | 13 |
|-----------------|----|

**Police Contacts - Town**

|                    |             |
|--------------------|-------------|
| First Shift        | 275         |
| Second Shift       | 484         |
| Third Shift        | 531         |
| 911 Calls          | 35          |
| <b>TOTAL CALLS</b> | <b>1325</b> |

**Phantom Lake Patrol**

|                 |   |
|-----------------|---|
| Stops/All Calls | 6 |
|-----------------|---|

**Mukwonago Fire Department**

|                       |     |
|-----------------------|-----|
| All Calls for Service | 243 |
|-----------------------|-----|

|                              |             |
|------------------------------|-------------|
| <b><u>TOTAL CONTACTS</u></b> | <b>5970</b> |
|------------------------------|-------------|



## FLEET MILES AND GAS USAGE

|             | <b>24</b><br><b><u>18 Ford</u></b> | <b>26</b><br><b><u>10 Ford</u></b> | <b>28</b><br><b><u>16 Ford</u></b> | <b>30</b><br><b><u>19 Ford</u></b> | <b>32</b><br><b><u>18 Ford</u></b> | <b>33</b><br><b><u>19 Chev</u></b> | <b>34</b><br><b><u>17 Ford</u></b> | <b>36</b><br><b><u>16 Ford</u></b> | <b>38</b><br><b><u>19 Ford</u></b> |
|-------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Speed End   | 36963                              | 78428                              | 20210                              | 1912                               | 71862                              | 2485                               | 113057                             | 75091                              | 10317                              |
| Speed Beg   | 34391                              | 78225                              | 20064                              | 69                                 | 71576                              | 2232                               | 112982                             | 74365                              | 6620                               |
| Total Miles | 2572                               | 203                                | 146                                | 1843                               | 286                                | 253                                | 75                                 | 726                                | 3697                               |
| Total Gas   | 200                                | 28                                 | 10                                 | 171                                | 30                                 | 24                                 | 14                                 | 72                                 | 289                                |

Respectfully Submitted,

Chief Kevin Schmidt  
Village of Mukwongo Police Department

September 2019