

Village of Mukwonago
Notice of Meeting and Agenda

SPECIAL VILLAGE BOARD MEETING
Wednesday, June 7, 2023

Time: **6:30 pm**

Place: **Mukwonago Municipal Building, 440 River Crest Ct., Mukwonago, WI 53149**

***** Meeting Scheduled for 6:30pm or Immediately Following the Committee of the Whole*****

1. Call To Order

2. Roll Call

3. New Business

- 3.1 Discussion and possible action to approve a General Consulting Services Agreement with Robert W Baird & Co. Inc. to create TID #7.
[General Consulting - TID 7 Baird](#)

4. Adjournment

It is possible that a quorum of, members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note, 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 Municipal Clerk's Office, (262) 363-6420.

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this _____, by and between the Village of Mukwonago, Wisconsin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the amendment to TID District Number 7, and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

TID Number 6

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TID #7
- Evaluate economic feasibility of various
- Develop TID #7 and creation timeline
- Draft TID #7 project plan (with the exception of mapping)
- Meet with Village staff (in person or electronically) to facilitate analysis/discussion of the TID #7 project plans
- Attend public meetings (in person or electronically) to present the TID #7 project plans
- Assist the Village in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as municipal advisor, underwriter, or placement agent with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written municipal advisory, underwriting, or placement agent engagement letter. Client understands that if Baird serves as municipal advisor in connection with an offering, Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter or placement agent on an offering, Baird may not also serve as municipal advisor on that offering but, in the course of acting as underwriter or placement agent, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase securities in an arm's-length commercial transaction between Client and Baird and as placement agent, Baird's primary role would be to place or facilitate or arrange for the placement of securities by the Client with purchasers in an arm's-length transaction. Baird, as underwriter or placement agent, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$8,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

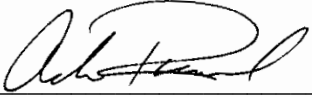
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Village of Mukwonago

Robert W. Baird & Co. Incorporated

By: _____

Mr. Fred Schnook, Village Administrator

By:  _____

Mr. Adam Ruechel, Vice President