

Village of Mukwonago
Notice of Meeting and Agenda

COMMITTEE OF THE WHOLE MEETING
Wednesday, July 1, 2020

Time: **5:30 pm**

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

1. Call to Order

2. Roll Call

3. Approval of Minutes

- 3.1 Motion to approve minutes of June 3, 2020 Committee of the Whole meeting.
[2020-06-03 Draft COW Minutes](#)

4. Village Administrator

- 4.1 Discussion and possible action to approve the Village Branding as presented by Karl Robe of Karl James & Associates, and to prepare the identity guide for a presentation to the July 15, 2020 Village Board.
[MukwonagoBrand_Refresh_6.11.20](#)

5. Downtown Development Committee, Trustee Walsh

- 5.1 Presentation of Streetscape and Wayfinding Signage Preliminary Plans by FOTH and possible recommendation of support to the Village Board.
Review and Recommend action by recommending support of the plans presented to the Village Board, through which engineered plans may be generated at a later time when the Board and Staff agree upon.
[AIRF FOTH streetscape and signage design report.pdf](#)
[2020-0701 Master Plan Presentation-FINAL](#)
- 5.2 Redevelopment Resources, LLC
a. Redevelopment Intro e-mail
b. Redevelopment Resources Contract
c. Funding Mechanisms including BID & TID
d. Ben Kohout informational explanation with TID Oconomowoc examples
[AIRF 07-01-2020 COtW DDC](#)
[DDC Agenda Attachments](#)
- 5.3 Update on DDC Member resignation & selection of DDC Chair/Co-Chair
[AIRF 07-01-2020 COtW DDC](#)
- 5.4 Report of DDC recommendations if applicable.
[AIRF 07-01-2020 COtW DDC](#)

6. Finance Committee, Trustee Meiners

Discussion and action possible on the following items.

- 6.1 Monthly Treasurer Report and Revenue/Expenditure Guideline Report For May *(For information purposes only, no action required)*
[2020-05 May Treasury Report.pdf](#)
[2020-05 May Revenue & Expenditure Report.pdf](#)
- 6.2 Motion to recommend to the Village Board to approve Vouchers in the amount of \$603,091.99
[2020-07-01 COW AP Packet](#)
- 6.3 Presentation by Village Administrator regarding COVID effect on the current budget by department.
[Department Budget Updates](#)
- 6.4 Discussion and possible recommendation on a Small Business Grant program *(referred from June Committee of the Whole)*
[AIRF - Small Business Grant Program](#)
[Small Business Grant Program 2020](#)
[Availability of General Fund Reserves](#)
[General Fund Reserve Trend Data](#)
- 6.5 Discussion and possible recommendation on Rebound contract for network provider services related to Worker's Compensation claims, and authorization for the Village President to sign Master Services Agreement and Proposal/Statement of Work document with Rebound.
[AIRF - for Rebound Contract.pdf](#)
[Village of Mukwonago Master Service Agreement 18JUN20.pdf](#)
[Village of Mukwonago ProposalSOW 12JUN20 \(00000003\).pdf](#)
[Rebound reimbursement letter LWMMI.pdf](#)
- 6.6 Discussion and possible recommendation to approve a reduction of the Guarantee Performance Letter of Credit for the Point Apartments, LLC to \$500,000.
[915 Main Reduce LOC](#)
[915 Pointe Apt Dev Guaranty Agmt - RECORDED](#)

7. Health and Recreation Committee, Trustee Decker

- 7.1 Discussion and possible recommendation to approve Boat Launch Improvements Close-Out Change Order and Final Payment
[Boat Launch Closeout](#)
- 7.2 Discussion and possible recommendation to the Village Board to enter into a contract with Anderson Ashton Design/ Build for the Indian Head Beach House remodel project.
[5-8-20 Final Amendment No 1 to AIA Document C132-2009 \(00000002\)MGB 060920.docx](#)

[A232-2009 - Mukwonago Beach House FINAL 061920.docx](#)
[A232-2009 Mukwonago Beach House FINAL 061920.docx](#)
[C132-2019 - Mukwonago Beach House FINAL 061920.docx](#)

8. Judicial Committee, Trustee Walsh

- 8.1 Discussion and possible recommendation on an Ordinance regarding how an Elected Official can place items on an agenda.
[Ordinance re Placing Items on Agenda](#)
- 8.2 Discussion and possible recommendation on the creation of an Ordinance regarding the keeping of Chickens.
[Request for Ordinance re Keeping of Chickens](#)
- 8.3 Discussion and possible recommendation on an Ordinance creating Section 86-78 and 86-177 of the Mukwonago Municipal Code regarding extension of Water and Sewer Main.
[Ordinance 86-78 and 86-177 Public vs Private](#)

9. Personnel Committee, Trustee Johnson

- 9.1 Discussion and possible recommendation on a complaint procedure and form for the Village of Mukwonago, concerning conduct of Village Elected Officials, Officers and Employees. *(referred from the June Committee of the Whole)*
[Village Complaint Intake Form -063020](#)
[May Draft Complaint Procedures \(00627443xBE4A3\) \(7\).docx](#)
[June draft Final Complaint Procedures \(00627443-2xBE4A3\) \(2\) \(1\) \(3\).docx](#)

10. Public Works Committee, Trustee Brill

- 10.1 Motion to recommend to the Village Board to approve River Park Estates Rehabilitation Phase 2 Change Order No. 3.
[00 63 63 Change Order No 3.pdf](#)
- 10.2 Discussion and possible recommendation on Well 3 Rehab project and approve Suez test pump proposal for 72 hour pump test with electrical upgrades
[Mukwonago Well 3 Additional Test](#)
- 10.3 Discussion and possible recommendation to award Globe Contractors, Inc. the CTH LO Sanitary Sewer Rehabilitation Base Bid Contract in the amount of \$160,665.89.
[Recommendation of Award.pdf](#)
- 10.4 Discussion and possible action to recommend approval of Task Order No. 2020-07 from Ruekert Mielke, Inc. for the construction related services of CTH LO Sanitary Sewer Rehabilitation.
[2020-07 CTH LO Sanitary Sewer Rehabilitation Construction Services.pdf](#)

- 10.5 Discussion and possible recommendation to approve **Resolution 2020-28** a Resolution to approve the Compliance Maintenance Annual Report (CMAR).

[AIRF CMAR.docx](#)

[RESOLUTION 2020-28 \(2019 CMAR Report\)](#)

[2019 CMAR Report.pdf](#)

- 10.6 Discussion and possible recommendation to approve authorizing the Village President to sign the WE Energies lighting agreement for street lights on Van Buren Dr.

[Authorization Cover Letter WI.pdf](#)

[4527028 Lighting Record - Non Std 2020-01.xlsx.pdf](#)

[4527028 SKETCH.pdf](#)

- 10.7 Discussion and possible recommendation to approve **Resolution 2020-29** a resolution to accept dedication of public water main improvements, contingent upon receiving proper lien waivers from the Developer.

[RESOLUTION 2020-29 \(Acceptance box self storage water main\).docx](#)

[Box_Self_Storage_Water Main Acceptance Recommendation](#)

- 10.8 Discussion and possible recommendation on reimbursement of \$14,460 for public sanitary sewer up-sizing cost sustained for future development beyond the site for the Phantom Lakes Preserve Development.

[Phantom Lakes Preserve-Recommendation for Infrastructure Oversizing Reimbursement](#)

[Phantom Lakes Preserve Utility Oversizing](#)

- 10.9 Discussion and possible recommendation to approve **Resolution 2020-30** a Resolution to accept the public water and sanitary sewer main infrastructure for Phantom Lakes Preserve Development.

[RESOLUTION 2020-30 \(Acceptance Phantom Lks Water & Sewer Main\)](#)

[Phantom Lakes Preserve-Recommendation of Public Infrastructure Acceptance](#)

11. 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.

COMMITTEE OF THE WHOLE MEETING MINUTES Wednesday, June 3, 2020

Time: **5:30 pm**

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

Call to Order

The Village President Winchowky called the meeting to order at 7:00p.m. via Zoom platform with host located in the Mukwonago Municipal Building, 440 River Crest Ct.

Roll Call

Board Members present: Daniel Adler
Eric Brill
Jim Decker
Darlene Johnson
John Meiners
Roger Walsh
Fred Winchowky, Village President

Also present: John Weidl, Village Administrator
Mark Blum, Village Attorney
Diana Dykstra, Clerk-Treasurer
Diana Doherty, Finance Director
Dave Brown, Utility Director
Ron Bittner, Public Works Director
Jerad Wegner, Village Engineer

Approval of Minutes

Motion to approve Committee of the Whole minutes of May 6, 2020.
Decker/Johnson motion to approve. Unanimously carried.

Village Administrator

Village Branding Presentation from Karl Robe of Karl James & Associates.

Karl Robe was present to review some samples of a more historic perspective logo as requested. There were further discussions regarding suggested changes, and it was noted he will return with a revised design.

Downtown Development Committee, Trustee Walsh

Downtown Development Committee (DDC) Preliminary Streetscaping & Wayfinding Design Plan Review

Trustee Walsh reviewed the design plan and costs along with the committee recommendations. There will be a final presentation to the Board in July.

Summary of DDC May 28,2020 remote meeting recommendations.

Trustee Walsh discussed recommendations presented in the streetscaping and wayfinding design plan review that was disseminated. He noted there will be a final presentation in July.

Update from Village Admin/Econ Development Director re: August 2020 Economic Summit. Possible COVID-19 operational guidelines or direction from Village Board.

No Update was available

Finance Committee, Trustee Meiners

Monthly Treasurer Report and Revenue/Expenditure Report for April

This item was placed on file. No action was required.

Discussion and possible recommendation on Resolution 2020- 21 A Resolution Authorizing the Issuance and Sale of \$1,200,000 Taxable General Obligation Promissory Notes, Series 2020A.

Meiners/Decker motion to recommend approval of **Resolution 2020- 21 A Resolution Authorizing the Issuance and Sale of \$1,240,000 Taxable General Obligation Promissory Notes, Series 2020A.**

Finance Director Doherty noted this issue is for TID4 (The Pointe Apartments) Developer Incentives. Jeff Belongia explained the Village was able to maintain a AA rating. These bonds are taxable because they are for payments to a developer for improvements they made and are priced slightly different.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky.
Unanimously carried

Discussion and possible recommendation on Resolution 2020- 22 A Resolution Authorizing the Issuance and Sale of Approximately \$4,715,000 General Obligation Promissory Notes, Series 2020B.

Meiners/Decker motion to recommend approval of **Resolution 2020- 22 A Resolution Authorizing the Issuance and Sale of Approximately \$4,715,000 General Obligation Promissory Notes, Series 2020B.**

Finance Directory Doherty noted this funding will go to refinance TID3 Debt, portion of Deback Drive, and River Park Estates project. The final dollar amount was adjusted as it came in. Trustee Meiners asked for clarification on the one negative comment enclosed in the rating document which noted it is estimated the Village won't be able to keep the (10) year payment schedule. It was explained the Village has the capacity to borrow 5% of their equalized value and received a premium on their tax exempt bond. The interest rates are excellent and they have maintained the solid rating.

Roll Call: "Yes" Trustee Adler, Brill, Decker, Johnson, Meiners, Walsh, and Winchowky.
Unanimously carried

Motion to recommend to the Village Board to approve Vouchers in the amount of \$1,449,066.32.

Meiners/Decker motion to recommend to the Village Board to approve Vouchers in the amount of \$1,449,066.32. Unanimously carried.

Discussion and possible recommendation on a Small Business Grant program

Trustee Meiners noted this was requested at the last meeting and this formalizes that framework for discussion.

Trustee Decker asked how this item is being presented since it was voted down at the last meeting.

Administrator Weidl clarified there was a motion at the last meeting to allow \$500 in marketing only.

Trustee Adler commented he felt we should be doing some grant program, which may require the movement of money.

Trustee Johnson noted she has concerns with other projects being voting on and now using that money for something else. She questioned if we could be putting out more information regarding what is out there for businesses to get help.

Trustee Decker questioned how this might be possible when staff is being requested to make cuts out of their budgets.

Administrator Weidl commented the Village may not have to make any cuts at all.

Trustee Walsh confirmed the amount in the CDBG fund is \$210,000 and it is committed to our offer to purchase which is more than that amount.

President Winchowky noted this request is for \$50,000 and we can confirm \$210,000 is earmarked for another project, then where will this \$50,000 come from.

Finance Director Doherty commented it would be from the unreserved excess, however she is hesitant to give that up without knowing the future economic situation.

Administrator Weidl felt that was not accurate, and that was not what he hears from the board.

President Winchowky likes the program, and suggests it stay local, and if we can find \$50,000 he would like to see it. He suggests the Finance Director go back and see where she can find those funds, otherwise this would be a moot point.

Trustee Meiners noted this will come back to the July 1 COW.

Trustee Johnson asked the zip code reflect 53149.

Trustee Walsh confirmed the offer to purchase is at \$248,000 with some testing expenses etc, and he wanted everyone to be clear when they evaluate the budget and come back in July.

Trustee Johnson commented there will also be clean up and demolition.

Trustee Brill noted he is in favor of some program for small business and \$500 in marketing simply wasn't enough. He agrees they need to understand where the money is coming from to move forward.

Trustee Adler noted that things have substantially changed and it might be worth reconsidering to look at a small business grant as a better use of our resources.

Trustee Johnson agrees if there is a way to rethink the other deal and there is money available to work with, but she will not feel comfortable until she knows.

Attorney Blum suggests both items can return to the next Committee agenda for discussion.

Update on 2019 Tax Bill calculation explanation for Walworth County residents. (for information only, no action required)

Finance Director Doherty reviewed her memo regarding the TID impact on Walworth County residents. Staff reviewed how the calculations happened and the effect on the mill rate. They do plan to hold a meeting with Walworth residents later in the summer.

Judicial Committee, Trustee Walsh

Motion to recommend approval of Class A Fermented Malt Beverage License Renewal Applications filed by the following, contingent upon payment of all outstanding liabilities and delinquencies with the Village of Mukwonago and wholesaler invoices, and clearance of any Department of Revenue holds:

A. 301 Main Enterprises, Inc. d/b/a Clark, 301 Main Street, Judith Schwartz, Agent

B. 122 Arrowhead Enterprises, Inc., d/b/a Arrowhead BP, 122 Arrowhead Dr., Judith Schwartz, Agent

C. 5 Star Stations, Inc., d/b/a Mukwonago Express Mart, 407 South Rochester St., Robin Hernandez, Agent

D. Genesis Gas, Inc. d/b/a Village Mini Mart, 201 N. Rochester St., Manjo Gupta, Agent
Walsh/Decker motion to recommend approval. Unanimously carried.

Motion to recommend approval of Combination Class A Fermented Malt Beverage and Class A Intoxicating Liquor License Renewal Applications filed by the following, contingent upon payment of all outstanding liabilities and delinquencies with the Village of Mukwonago and wholesaler invoices, and clearance of any Department of Revenue holds:

A. Aldi, Inc., d/b/a Aldi #46, 111 East Wolf Run, Ricky Lee Minor, Agent

B. Main Street Liquor LLC, 411 Main Street, Martin Johnson, Agent

C. Kwik Trip, Inc., d/b/a Kwik Trip #282, 1212 N. Rochester St., Valerie Swan, Agent
D. Khasria Two Inc., d/b/a Village Wine and Liquor, 712-18 Main St., Harjinder Khasria, Agent
E. Ultra Mart Foods, LLC, d/b/a Pick N Save #6384, 1010 Rochester St., Patrick Groves, Agent
F. Walgreen Co., d/b/a Walgreens #07039, 212 N. Rochester St., Brian Marinello, Agent
G. Wal-Mart Stores East LP, d/b/a Wal-Mart Supercenter #1571, 250 E. Wolf Run, Michael Sandelback, Agent.
H. 1060 Rochester Enterprises LLC, d/b/a Rochester BP, 1060 N Rochester St., Judith Schwartz, Agent
I. 909 Greenwald Enterprises, Inc., d/b/a Mukwonago Amoco, 909 Greenwald Ct., Judith Schwartz, Agent
Decker/Johnson motion to recommend approval subject to clarification on site address for pending application of Khasria Two Inc (D). Unanimously carried.

Motion to recommend approval of Combination Class B Fermented Malt Beverage and Class B Intoxicating Liquor Renewal Applications filed by the following, contingent upon payment of all outstanding liabilities and delinquencies with the Village of Mukwonago and wholesaler invoices, and clearance of any Department of Revenue holds:

A. American Legion Community Post #375, 627 Veteran's Way, Michelle Adams, Agent
B. Blue Bay Inc., d/b/a Blue Bay Restaurant, 927 Main St., Vlaznim Islami, Agent
C. FJ Partners LLC, d/b/a Sol de Mexico, 507 Main St., Froylan Mauricio, Agent D. Jay's Lanes, Inc., d/b/a Jays Lanes, 326 Atkinson St., Jeffrey Jay, Agent
E. Perserverance Corp, d/b/a The Badger Burger Co., 200 S. Rochester St., Mark Weiss, Agent
F. Sandra Miller, d/b/a Sany's Miller Time, 701 Main St., Sandra Miller, Agent
G. Take A Big Bite, d/b/a Fork in the Road, 215 N Rochester St., Paul Hennessy, Agent
Decker/Johnson motion to recommend approval. Unanimously carried.

Motion to recommend approval of Reserve Combination Class B Fermented Malt Beverage and Class B Intoxicating Liquor Renewal Applications filed by the following, contingent upon payment of all outstanding liabilities and delinquencies with the Village of Mukwonago and wholesaler invoices, and clearance of any Department of Revenue holds:

A. Boneyard Pub and Grille, LLC, d/b/a Boneyard Pub and Grille, 215 Bay View Rd., Suite D, James Jones, Agent
B. DAA Smokehouse LLC, d/b/a David Alan Alan's Smokehouse & Saloon, 325 Bay View Rd. Suite D/E, Tina O'Bryan, Agent
C. El Pueblo Inc., d/b/a Antigua Real Restaurant, 355 Bay View Rd., Marco Alarcon, Agent
Walsh/Johnson motion to recommend approval. Unanimously carried.

Motion to recommend approval of Combination Class B Fermented Malt Beverage and Class C Wine License Applications filed by the following, contingent upon payment of all outstanding liabilities and delinquencies with the Village of Mukwonago and wholesaler invoices, and clearance of any Department of Revenue holds:

A. Brew52, LLC, d/b/a Brew52, 1146 N. Rochester Street, Glenn Dieball, Agent
B. Gustavo Gutierrez, d/b/a Mukwonago Family Restaurant, 1015 E Veteran's Way, Gustavo Gutierrez, Agent
Walsh/Decker motion to recommend approval. Unanimously carried.

Library Board, Trustee Brill

Mukwonago Community Library update. *(for information only, no action required.)*

Angela Zimmermann was present to discuss the phased in opening plan "Return to Normal" for the Community Library. They are continuing to handle curbside service.

Personnel Committee, Trustee Johnson

Discussion and possible recommendation on a complaint procedure and form for the Village of Mukwonago, concerning conduct of Village Elected Officials, Officers and Employees.

Trustee Johnson noted this covers the procedure if someone makes a complaint and how it is handled. There is a procedure form included.

Trustee Decker questioned why the investigator would not be from the Police Department and would want to limit the visits to the Labor Attorney.

Attorney Blum noted that he understands that concern, however that position is the best to handle those types of issues.

Finance Director Doherty noted she would like to know the difference between the Grievance procedure and this procedure.

It was suggested this item return to the July 1st Committee meeting for further review.

Public Works Committee, Trustee Brill

Motion to recommend approval of a Stormwater Maintenance Agreement for Hittman property for preliminary installation of a water detention basin to get property ready for any future development, not yet selected, for a 3.32 acre property located on the SW corner of State Highway 83 and Arrowhead Drive, MUKV 2015997010.

Brill/Decker motion to recommend approval. Attorney Blum noted this will still need further review when a development comes forward. Engineer Wegner commented they used the worst case scenario in this plan so when they have an investor it is ready.

Unanimously carried.

Motion to recommend approval of Edgewood Condominiums Storm Water Management Agreement.

Brill/Decker motion to recommend approval. Unanimously carried.

Update on Well #3

Utility Director Brown noted they will be back at the Board meeting with a quote for test pump to see where they are at now.

Discussion and possible recommendation to approve the revised Adaptive Management Plan and authorize the Village President to sign prior to final approval on June 17, 2020.

Utility Director Brown commented after the last approval, the DNR returned they wanted the Village to double their commitment. They altered the strategic for phosphorus compliance and brought into compliance with the DNR standards, which caused the Village to change their approach significantly.

Brill/Johnson motion to recommend approval. Unanimously carried.

Adjournment

Meeting was adjourned at 8:30pm.

Respectfully Submitted,

Diana Dykstra, CMC
Village Clerk-Treasurer

Village of Mukwonago

**Brand Narrative & Logo
Proposed Final**

**KARL JAMES
& COMPANY_{LLC}**



Revised Logo

KARL JAMES
& COMPANY_{LLC}

- The Village of Mukwonago resides at the intersection of life, leisure, and economic leadership. Minutes from Milwaukee with convenient access to Madison and Chicago, Mukwonago offers main-street living just moments away from metro-area amenities. It's where open spaces, parks and waterways converge with academic achievement, safe surroundings and economic opportunity.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- Activity abounds year round in Mukwonago. Fish Phantom Lake. Ride the trolley from the Elegant Farmer to Indianhead Park. Hike the Kettle Moraine State Forest. Hunt the Vernon Marsh Wildlife Refuge. Kayak down one the most ecologically significant waterways in the world, the Mukwonago River. There's something for everyone in Mukwonago.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- The village invests significantly in its park system. Tree-lined streets bustle with people watching parades for Father's Day, Fourth of July, and Christmas. Festivals provide family fun during Balloons Over Mukwonago, Summerfeste, Harvest Fest and Winter's Midnight Magic. Monthly Maxwell Street Days and weekly Farmer's Markets create a community connection. And, our Performing Arts Center offers an array of arts and entertainment. Each of these experiences serve as a cornerstone of community pride.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- Long known for commerce, Mukwonago is committed to economic expansion. Our new development approach is simple: Serve as a catalyst that moves the community forward while maintaining a balance between characteristics that appeal to quality family life and economic factors that make it possible.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- Our resource-rich community offers prime industrial development sites with easy interstate access and visibility, shovel-ready commercial lots, and in-fill opportunities along the village's street-scaped and pedestrian-friendly downtown district. We offer residential neighborhoods with new-build opportunities and existing properties for sale in our registered historic-district.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- Mukwonago's demographics—including income and education levels as well as housing values—align well with what commercial and retail businesses value in a community. Businesses of all sizes are well supported with talent and services required for sustained prosperity. Mukwonago works with its residents and stakeholders to solve problems. Both benefit from responsive, agile, efficient, and transparent village government.

Brand Narrative

- Our mix of big box retail and main street village shops serves as a regional hub to support over 30,000 consumers within the immediate region. The village-owned industrial park expansion has made way for millions of dollars in private sector investment, contributing to over a quarter-billion dollars in public and private sector investment in the village over a six-year period. As a result, we've retained hundreds of employees within the village.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- Manufacturers and retailers from all over the world are locating in Mukwonago, because the village is committed to balanced growth. These are but a few qualities that make Mukwonago one of the premier communities in Southeastern Wisconsin.

Brand Narrative

- Collaboration serves as the foundation of our community. Ranked nationally for academic achievement, the Mukwonago Area School District also works with local businesses to create educational pathways to match our skilled workforce to existing industry. A strong volunteer spirit shows in our many civic, spiritual and community organizations. Their efforts and funding support local concerts, events, and needs-based programs.

Brand Narrative

- Our public safety maintains strong working relationships throughout the community and provides critical care EMS services and primary response duties for all local emergencies. Our Seniors On The Go Taxi service ensures ready transportation for our valued elders to get to appointments and shopping. Health and well-being are strongly supported by our own YMCA and other wellness professionals, and our advanced 24-hour emergency healthcare and hospital facilities.

Brand Narrative

KARL JAMES
& COMPANY_{LLC}

- Our unwavering commitment to advance what matters to those who live, work and play in Mukwonago is on display daily. From the creation of a Downtown Development Committee – tasked with ensuring the future of the village’s downtown — to long-term planning for investments in our workforce, parks system, and infrastructure, the village supports making its residents and stakeholder ideas a reality.

Brand Narrative

- There's a dedication to prosperity. There's a sense of kindness. There's an underlying respect for people. Because of our people and because of our pursuit of prosperity, we are committed to breaking down barriers to balanced growth and advancing quality of life. *Mukwonago: Where life, leisure and business thrive.*

Brand Narrative

- **Questions to Consider:**

- Does the narrative tell the story we believe differentiates the village against other options?
- Does the logo and tagline represent the narrative?
- Next Steps: Once approved, we will begin creating the brand identity guide for presentation to the board.

Thoughts/Questions

KARL JAMES
& COMPANY_{LLC}

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Presentation of Streetscape and Wayfinding Signage Preliminary Plans by FOTH and possible recommendation of support to the Village Board.
From:	Ben Kohout
Department:	Planning & Zoning
Presenter:	Village Planner/ FOTH Engineering/ Design Etc.
Date of Committee Action (if required)	July 1, 2020
Date of Village Board Action (if required)	July 15, 2020

Information

Subject:

Presentation of Streetscape and Wayfinding Signage Preliminary Plans by FOTH and possible recommendation of support to the Village Board.

Background Information/Rationale:

FOTH Engineering was awarded a contract for services for Streetscaping and Wayfinding signage design and public input sessions. They have conducted a design "Charrette", or a process by which input is given by the public in an interactive session. They have also conducted two open house events, through which input was given by those in attendance to vote on which elements should be incorporated into a final downtown theme, what amenities the public in attendance would like to see incorporated into a downtown design. Input was also afforded through the Village website and public outreach was conducted through the Village social media outlets, including Facebook accounts of Village of Mukwonago, and Make Downtown yours, as well as the respective websites for each.

The process has included oversight by the Downtown Development Committee, who has given input at the March and May 2020 meetings. Through these meetings, the Downtown Development Committee (DDC) has reviewed the information gathered by FOTH and at their May meeting, has recommended which elements should be incorporated into a final design theme, and which elements should be included.

As part of the discussion, it was determined two designs would be formulated; one for without State Highway designation (in anticipation of a jurisdictional transfer) and one with State Highway designation (and DOT oversight/approval of final plans). Without State Highway designation, there would be more flexibility with the streetscape elements, as the DOT has

minimum standards to consider/finalize prior to construction. For example, with DOT jurisdiction, they may limit the curb seating locations and impose design elements such as light poles that may need to be designed to "break away" in case a car runs off the road. Also, roadway shifting and curvature and/or certain desired bump outs for pedestrian crossings may not be allowed with a DOT jurisdiction, as they would have the final say. However, staff will note that FOTH has experience in working with the Wisconsin DOT and has provided examples of other communities with similar bump outs which the DOT has approved.

There was discussion about short term improvements, which may be able to be incorporated that could be considered in lieu of waiting for everything mentioned above. These included benches, hanging banners, and possibly wayfinding signage. Said elements can be easily removed and reinstalled should a larger project be desired.

The final design elements recommended by the DDC to include are:

- No buried power lines (DDC felt it may be too expensive, unless a Business Improvement District or other mechanism may be put into place to assist property owners with customary assessments to bury and Village costs).
- Street Lighting utilizing a down light directional fixture complimentary to other fixtures in the area.
- Street Design – There is a "curative waters" design and pattern elements which include a green grass band between sidewalk and curb, with added trees planted at intervals to create a "cadence" to green up the downtown and keeping on street parking.
- Pedestrian safety elements that include crosswalks will be stamped concrete with a curative waters design theme and bump outs to reduce the distance one needs to cross the roadways and to provide for visual cues for vehicles to anticipate pedestrians.
- The tree area will be a green terrace to green up the downtown area.
- Recommended a "plaza" bear paw design on NE corner of Main St/Rochester St. intersection (adjacent to Walgreens)
- Plantings/sculpture/signage elements at intersections shown as "gateways" on the proposed overall concept plan to create unity and add greenspace.
- Pedestrian lights underneath existing power poles with banners and taller lights on East side with similar banners to announce changing seasons/events/history/traditions for Mukwonago.
- Bench seating/sculptures/plantings along East side of Rochester St. in current grass area between Lake Street and Main Street to make visitors to downtown feel welcome and comfortable and to create interest.

FOTH will present to the Committee of the Whole the culmination of these efforts in the form of a finalized plan prior to sending out for engineering and is seeking final guidance from the Committee on which elements recommended by the DDC should be carried onward in a final design. Once finalized, these elements will then move to the next step of Engineering, which will require seeking out qualified Engineering firms to design plans, as part of a separate project from this one, and bidding documents to award a contract to construct the downtown stretch of Eagle Lake Ave/Pearl, south along both sides of Rochester St. (STH 83) to Henry St. This would include the Village Center Overlay District (Retail sub district) area. Also, the plans will be reproducible to other streets adjacent to the downtown area, to continue the "theme" or design elements, such as a prescribed tree planting schedule/light fixture schedule to promote more street design unity throughout the Village.

The Wisconsin DOT has been contacted by Village Planner and has been made aware of potential changes to the roadway design, as proposed by FOTH. Staff is currently awaiting a final review by the Wisconsin DOT. FOTH has indicated with their engineering staff, with their past work projects, and as with past DOT approved projects, the proposed "pedestrian bump outs", crosswalk coloring, streetlight and tree locations and roadway dimensions proposed in preliminary plans proposed to the DDC are similar to past approved DOT projects.

Future considerations with any elements/treatments chosen will indicate the final outcome on cost. FOTH is providing a preliminary cost estimate, excluding the actual street reconstruction cost, for the elements being proposed, from Eagle Lake Avenue, to Henry Street, along Rochester St. (STH 83) in the form of an estimated cost. The presented cost to the DDC was \$880,000 for elements shown in Plan A with State Highway Designation and simply "shifting the roadway" at current width East to create 8 foot wide sidewalks on either side. Options shown for Plan B show additional considerations for further narrowing down the roadway and adding elements assuming a Village maintained stretch of roadway, with a cost of \$1,030,000. Again, these costs do not account for engineering/survey work, engineering plan creation, demolition, new street/curb/gutter, infrastructure or power pole removals.

The wayfinding signs were reviewed and recommended on by the DDC. The signs are proposed in two categories, a smaller pedestrian sign for downtown area and a larger sign for along major corridors to direct visitors to key amenities. The amenities include the high school, parks, downtown area, police department, and other elements. The DDC recommended a sub committee be formed to review the exact placement and which amenities should ultimately be decided upon. This is sought as there may be situations where new poles may need to be placed in lieu of attaching to existing power poles or similar fashion. The design elements of the signage was generally received well by the DDC and they are recommending approval as to the shape, size and general lettering format suggested and presented by FOTH. The coloring of the signage is recommended as dark blue background, white lettering, with red piping outlining the exterior. This is a nod to the curative waters theme as well as the current high school blue color utilized by athletic teams. The final color can be reviewed and changed at any time. This is the recommended version presented prior to knowing the branding discussion outcome, also currently underway by the Village.

The sign sizes are proposed at 3.5 feet by 5 feet in size for the downtown locations, as shown on the map provided by FOTH as suggested locations. The vehicle wayfinding signs are proposed at 4.5 feet by 7 feet in size. FOTH has contacted a local vendor and will present anticipated signage costs the night of the meeting. The Village already utilizes certain vendors for signage and will be able to seek out bids to determine final pricing for the selected designs.

Final costs for everything mentioned for the streetscape will be determined when the Village decides to undertake the project, and contract with an engineering firm for construction plan formulation, and survey information, to generate 30 percent plans to then bid out to determine actual costs for everything. This would occur when the Board and Staff may agree on timing for funding of said project, and would require budget considerations.

Key Issues for Consideration:

Are the elements and design theme voted on by the public and recommended by the Downtown Development Committee and the scope of services carried out something the

Committee is ready to act upon in the form of a recommendation to the Village Board?

Fiscal Impact (if any):

- None for this design concept phase, as contract already awarded.
- Gross Order Magnitude Costs for desired elements, excluding actual street reconstruction/utilities for area between Eagle Lake Avenue to Henry Street is estimated as noted above.
- Costs for burying overhead electrical power lines are not included.
- Costs for street reconstruction, including curb and gutter work are not included.

Requested Action by Committee/Board:

Recommend action on plans to be presented by FOTH to the Village Board.

Attachments

[AIRF FOTH streetscape and signage design report.pdf](#)
[2020-0701 Master Plan Presentation-FINAL](#)

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Presentation of Streetscape and Wayfinding Signage Preliminary Plans by FOTH and possible recommendation of support to the Village Board on said plans.
From:	Ben Kohout
Department:	Planning & Zoning
Presenter:	Village Planner/ FOTH Engineering/ Design Etc.
Date of Committee Action (if required)	July 1, 2020
Date of Village Board Action (if required)	July 15, 2020

Information

Subject:

Presentation of Streetscape and Wayfinding Signage Preliminary Plans by FOTH and possible recommendation of support to the Village Board on said plans.

Background Information/Rationale:

FOTH Engineering was awarded a contract for services for Streetscaping and Wayfinding signage design and public input sessions. They have conducted a design "Charrette", or a process by which input is given by the public in an interactive session. They have also conducted two open house events, through which input was given by those in attendance to vote on which elements should be incorporated into a final downtown theme, what amenities the public in attendance would like to see incorporated into a downtown design. Input was also afforded through the Village website and public outreach was conducted through the Village social media outlets, including Facebook accounts of Village of Mukwonago, and Make Downtown yours, as well as the respective websites for each.

The process has included oversight by the Downtown Development Committee, who has given input at the March and May 2020 meetings. Through these meetings, the Downtown Development Committee (DDC) has reviewed the information gathered by FOTH and at their May meeting, has recommended which elements should be incorporated into a final design theme, and which elements should be included.

As part of the discussion, it was determined two designs would be formulated; one for without State Highway designation (in anticipation of a jurisdictional transfer) and one with State Highway designation (and DOT oversight/approval of final plans). Without State Highway designation, there would be more flexibility with the streetscape elements, as the DOT has minimum standards to consider/finalize prior to construction. For example, with DOT

jurisdiction, they may limit the curb seating locations and impose design elements such as light poles that may need to be designed to "break away" in case a car runs off the road. Also, roadway shifting and curvature and/or certain desired bump outs for pedestrian crossings may not be allowed with a DOT jurisdiction, as they would have the final say. However, staff will note that FOTH has experience in working with the Wisconsin DOT and has provided examples of other communities with similar bump outs which the DOT has approved.

There was discussion about short term improvements, which may be able to be incorporated that could be considered in lieu of waiting for everything mentioned above. These included benches, hanging banners, and possibly wayfinding signage. Said elements can be easily removed and reinstalled should a larger project be desired.

The final design elements recommended by the DDC to include are:

- No buried power lines (DDC felt it may be too expensive, unless a Business Improvement District or other mechanism may be put into place to assist property owners with customary assessments to bury and Village costs).
- Street Lighting utilizing a down light directional fixture complimentary to other fixtures in the area.
- Street Design – There is a "curative waters" design and pattern elements which include a green grass band between sidewalk and curb, with added trees planted at intervals to create a "cadence" to green up the downtown and keeping on street parking.
- Pedestrian safety elements that include crosswalks will be stamped concrete with a curative waters design theme and bump outs to reduce the distance one needs to cross the roadways and to provide for visual cues for vehicles to anticipate pedestrians.
- The tree area will be a green terrace to green up the downtown area.
- Recommended a "plaza" bear paw design on NE corner of Main St/Rochester St. intersection (adjacent to Walgreens)
- Plantings/sculpture/signage elements at intersections shown as "gateways" on the proposed overall concept plan to create unity and add greenspace.
- Pedestrian lights underneath existing power poles with banners and taller lights on East side with similar banners to announce changing seasons/events/history/traditions for Mukwonago.
- Bench seating/sculptures/plantings along East side of Rochester St. in current grass area between Lake Street and Main Street to make visitors to downtown feel welcome and comfortable and to create interest.

FOTH will present to the Committee of the Whole the culmination of these efforts in the form of a finalized plan prior to sending out for engineering and is seeking final guidance from the Committee on which elements recommended by the DDC should be carried onward in a final design. Once finalized, these elements will then move to the next step of Engineering, which will require seeking out qualified Engineering firms to design plans, as part of a separate project from this one, and bidding documents to award a contract to construct the downtown stretch of Eagle Lake Ave/Pearl, south along both sides of Rochester St. (STH 83) to Henry St. This would include the Village Center Overlay District (Retail sub district) area. Also, the plans will be reproducible to other streets adjacent to the downtown area, to continue the "theme" or design elements, such as a prescribed tree planting schedule/light fixture schedule to promote more street design unity throughout the Village.

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Key Issues for Consideration:

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Fiscal Impact (if any):

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Requested Action by Committee/Board:

Recommend action on plans to be presented by FOTH to the Village Board.

Attachments

[2020-0701 Master Plan Presentation-FINAL](#)

Village of
Mukwonago

Downtown Streetscape Master Plan

July 1, 2020





Outline

1. Study Area
2. Approach
3. Phase I – Start Up & Public Input
4. Phase II – Concept Design
5. Public Engagement Summary
6. Phase III – Preliminary Design
7. Phase IV – Final Design
8. What's Next?





Study Area

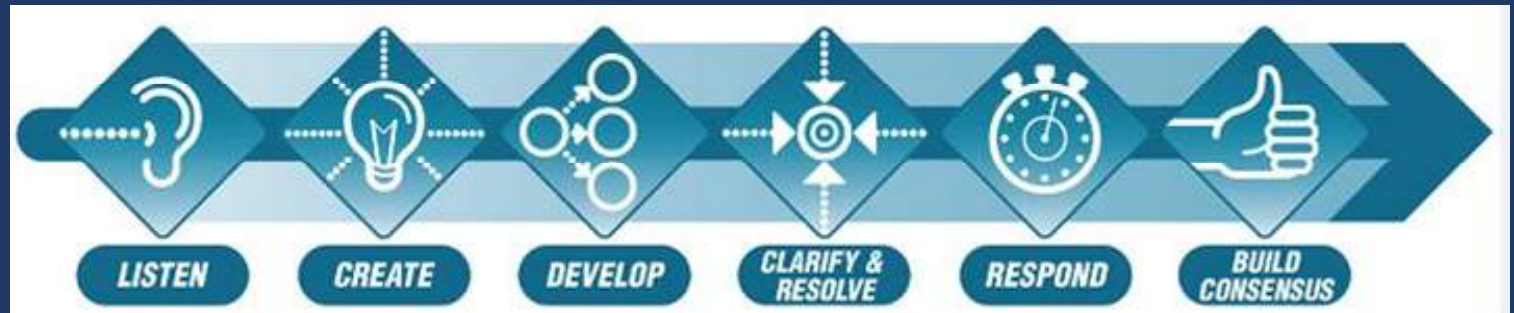


etc.
design studio





Approach



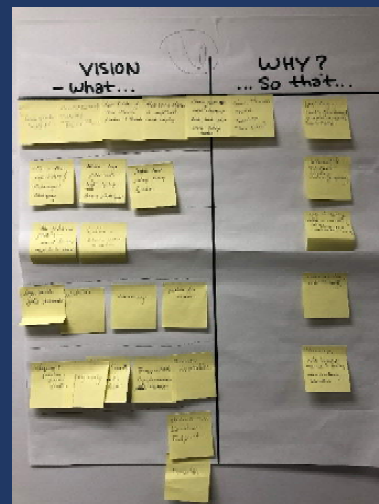


Phase I: Start Up & Public Input

- Kickoff Meeting with DDC 1.10
- **Downtown Design Charrette 1.23**



Visioning Exercises





Results

- 38 people signed-in at the downtown design charrette
- Attendees split into groups and actively participated in vision exercises, vision drawing, a visual preference “dot” exercise, and presented their findings to the entire room.
- 9 comment sheets were submitted
 - ❖ 1 comment sheet was submitted at the design charrette
 - ❖ 8 additional comment sheets were submitted by 2/5 deadline

NAME	Village of Mukwonago Resident? (Yes or No)	EMAIL
Marianne Idecki	Yes	marianne.idecki@gmail.com
Karl Kunt	Yes (Bart)	k.kunt@kunt.com
Art Schaefer	No	aschaefer@att.net
Chris Slawson	yes	
Janice Cady	yes	janice@win.com
Beth Ann Nish	NO	bethann@nash.com
Kyle Papp	yes	klpapp@wind.com
Bob Ellis	yes	
Michael Bean	No Town	mbean@bean.com
Mindy Paul	YES	
Steve Paul	YES	
Pat Hagen	yes	pat.hagen@att.net
Steve H	NO	steveh@h.com
Barry Hagen	no	barryhagen@att.net
Tina Oshinski	YES	tina@oshinski.com
Chris Hensche	yes	chensche@att.net
Andy Eis	yes	
John Schmitt	yes	
John Peters	yes	john@peters.com
Jessie Peters	yes	jessie@peters.com
David Adler	yes	
Diana Adler	yes	



Phase II: Concept Design

- Developed Concept Plans (informed by Design Charrette outcomes)
- Open House 2.27



The flyer is for a community event titled "FEBRUARY 27 OPEN HOUSE". It features a photograph of a street scene with buildings. The text on the flyer includes: "Thursday, February 27, 2020", "6:00 - 8:00pm", "Community Room (Lower Level of Village Hall)", "Visualize Possible Changes for Downtown", "Give Feedback", and "Select YOUR Preferred Plan". It also provides a website link: <https://mukwonagodowntown.com/>. Logos for "Foth" and "etc design studio" are visible. At the bottom, it lists the location: "VILLAGE HALL, 440 River Crest Ct, Mukwonago, WI 53149, (262) 363-4420" and the "Mukwonago" logo.





Results

- 38 people signed-in at the open house
- Attendees viewed concept plans at their own pace, asked questions and participated in a visual preference “dot” exercise
- 25 comment sheets were submitted at the open house
- The project timeframe was extended (after Village Board and DDC review and approval) and an additional open house was scheduled at the Mukwonago Community Library



COVID-19





Phase II: Concept Design (Extended)

- Library Open House 3.14

**MARCH 14
OPEN HOUSE**

View revised downtown streetscaping and wayfinding
concept plans inspired by YOUR ideas.

MukwonagoDowntown.com

Foth **MUKWONAGO DOWNTOWN VILLAGE** **etc.**

**MUKWONAGO
COMMUNITY LIBRARY**
511 Division Street
Mukwonago, WI 53149

Images of Mukwonago





Results

- 100 + Impressions*
*An impression is simply a view. It means a set of eyeballs has seen your content
- Attendees viewed revised concept plans at their own pace, asked questions and a limited number participated in a visual preference “dot” exercise
- 10 comment sheets submitted between 2/28 and 3/16 deadline



Public Engagement Events





Thursday,
January 23, 2020

6:00 – 8:00pm

Community Room
(Lower Level of
Village Hall)

Collaborative
Design Process

Ticket Raffle for
Mukwonago Rotary
Presents:
An Evening with
John McGivern

**JANUARY 23
DOWNTOWN
DESIGN CHARRETTE**

What is YOUR vision for future streetscaping and wayfinding
signage for downtown Mukwonago? Come tell us!

<https://mukwonagodowntown.com/>



VILLAGE HALL
440 River Crest Ct
Mukwonago, WI 53149
(262) 363-6420



Design Charrette 1.23



Thursday,
February 27, 2020

6:00 – 8:00pm

Community Room
(Lower Level of
Village Hall)

Visualize Possible
Changes for
Downtown

Give Feedback

Select YOUR
Preferred Plan

**FEBRUARY 27
OPEN HOUSE**

Review conceptual streetscaping and wayfinding plans
inspired by YOUR ideas from the design charrette.
Your feedback is valuable and still needed!

<https://mukwonagodowntown.com/>



VILLAGE HALL
440 River Crest Ct
Mukwonago, WI 53149
(262) 363-6420



Open House 2.27



Saturday,
March 14, 2020

9:00 – 11:00am

Mukwonago
Community Library

4 Revised
Concept Designs

Make YOUR
Comments

Same Day as
Mukwonago Area
Chamber Winter
Farmer's Market!

**MARCH 14
OPEN HOUSE**

View revised downtown streetscaping and wayfinding
concept plans inspired by YOUR ideas.

[MukwonagoDowntown.com](https://mukwonagodowntown.com/)



MUKWONAGO
COMMUNITY LIBRARY
511 Division Street
Mukwonago, WI 53149



Library Open House 3.14



Public Engagement Summary

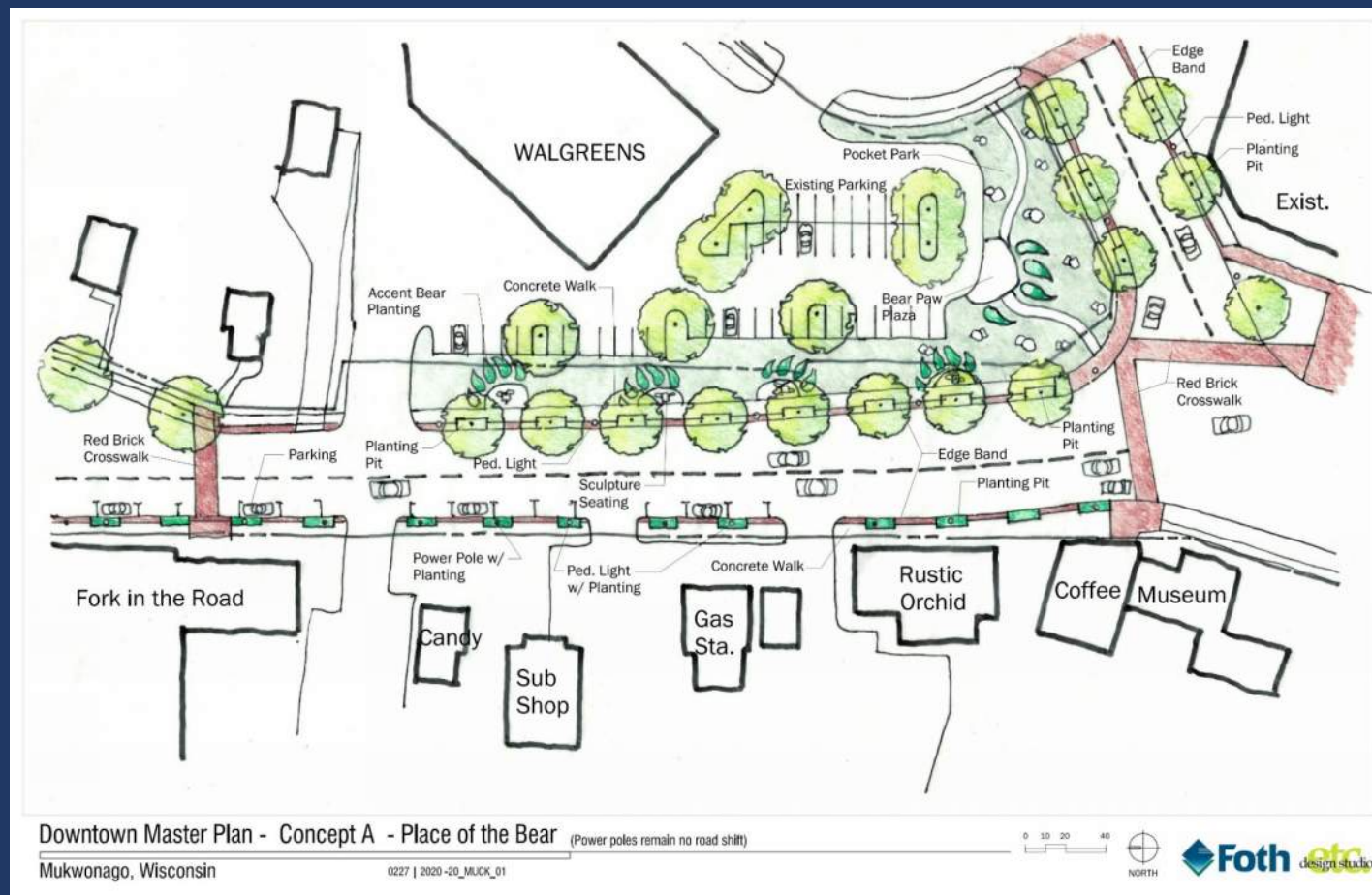
Theme

Place of the Bear		23	(11 public comment sheets + 12 open house dot voting)
Curative Waters		22	(8 public comment sheets + 14 open house dot voting)
Ursa Constellation		12	(4 public comment sheets + 8 open house dot voting)
Railroad		20	(5 public comment sheets + 15 open house dot voting)



Public Engagement Summary

Theme

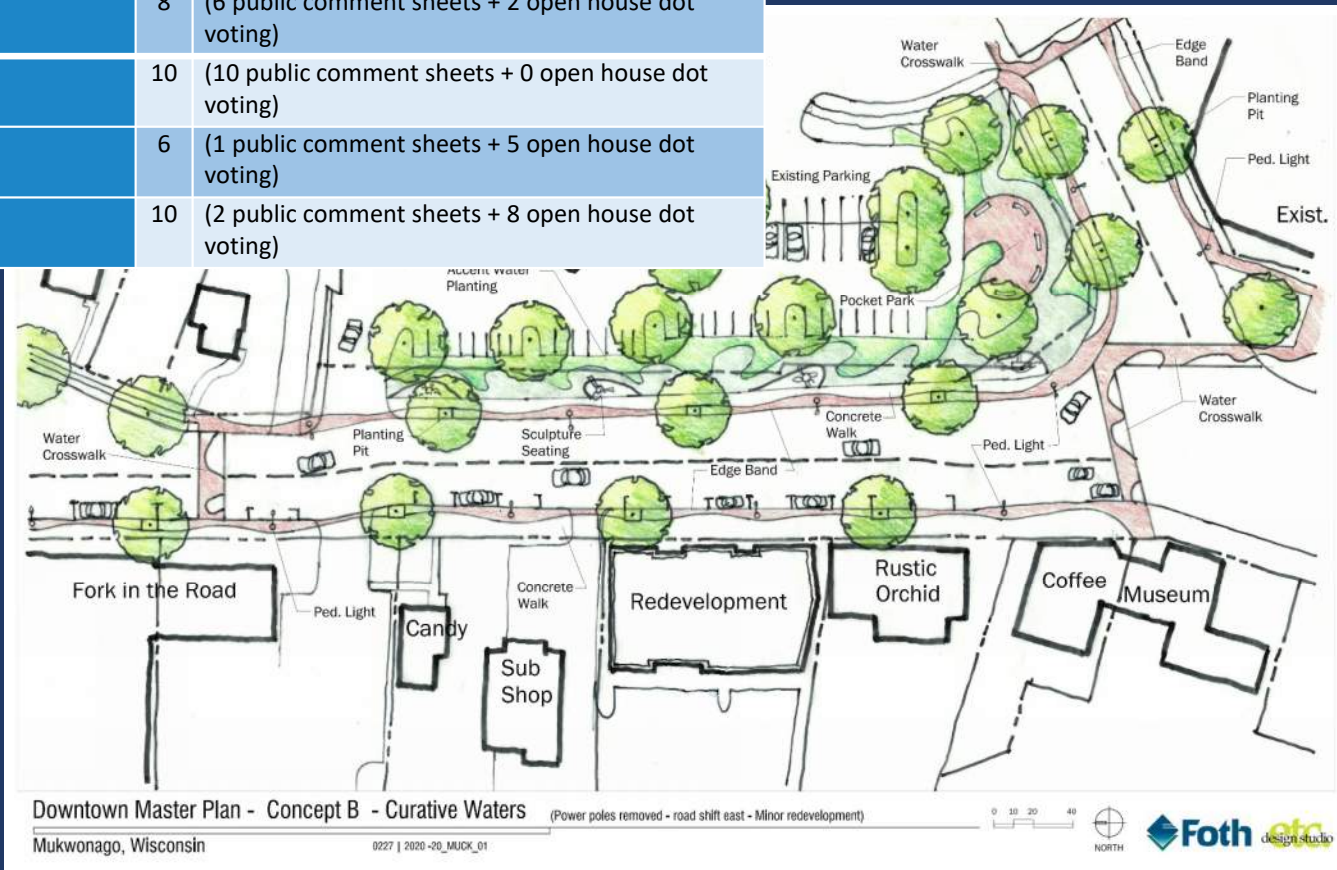




Public Engagement Summary

Concept

A	8	(6 public comment sheets + 2 open house dot voting)
B	10	(10 public comment sheets + 0 open house dot voting)
C	6	(1 public comment sheets + 5 open house dot voting)
D	10	(2 public comment sheets + 8 open house dot voting)





Public Engagement Summary

Overall Concept

A	6	(6 open house dot voting)
B	9	(9 open house dot voting)





Public Engagement Summary

Analysis

After processing and analyzing all of the public input collected during the public engagement phase of the project:

- Foth & Design Studio, Etc. decided to move forward with the “Curative Waters” landscape theme as the preferred alternative for the preliminary design.
- The bear claw performance plaza from the “Place of the Bear” landscape theme was incorporated into the preliminary design.
- Concept B is the main streetscape layout moving forward.
- Concept D will be an alternative design to ensure the Village is prepared in the event STH 83 gets rerouted and a jurisdictional transfer of the right-of-way to the Village comes to fruition.



Public Engagement Summary

Analysis

- References to the redevelopment of the Walgreens building were removed from the preliminary design. However, references to the possible redevelopment of the gas station property and Cousins Subs property remain.
- Both Concepts B and D assumed a portion of the greenspace on the Walgreen's property will be redeveloped to incorporate the design of the streetscape.
- Overall Concept B will move forward, minus the redevelopment of the Walgreen's building.
 - ❖ The reference to a "trolley extension" refers to a "tourist trolley" along CTH ES (Main Street). A tourist trolley (or road trolley), is a rubber-tired bus designed to resemble an old-style streetcar or tram. The vehicles are usually fueled by diesel, or sometimes compressed natural gas. The tourist trolley will provide a needed connection between the East Troy Electric Railroad stop at Indianhead Park and downtown.





Phase III – Preliminary Design

- Developed Preliminary Plans
- Presented Preliminary Plans at 5.28 DDC Zoom Meeting





Zoom Meeting Summary

Motions

- Recommend downward directional lighting complimentary to the area.
- Recommend applying Plan A design and patterns into Plan B.
- Recommend amenities as presented except for stamped concrete cross walks, remove the trolley extension concept, and the tree area to be a green terrace.
- Select sign shape C with the logo as presented on shape A.
- Suggest color on sign B.
- Recommend that sign location plan be subject to further refinement of a sub-committee.



Phase IV – Final Design

- Developed Final Plans
- **Present Final Plans to COW (*You are here)**





What Makes a Good Streetscape?

- Wider side walks with a mix of paving materials.
- Street trees with open landscape below
- Mix of decorative pedestrian and roadway lighting
- Underground utilities
- Banners and wayfinding on light poles
- Decorative crosswalks and bump-outs
- Bike lanes or bike friendly
- Pockets of landscape with art intermixed
- Pockets for people to dine hangout or spectate
- Maintainable and usable
- Works well in the winter



Typical Plans

Streetscape A:



Downtown Master Plan - Plan A

Mukwonago, Wisconsin

0702 | 2020-20_MUCK_01

0 10 20 40



Foth etc
design studio



Typical Plans

Streetscape B:



Downtown Master Plan - Plan B

Mukwonago, Wisconsin

0415 | 2020-20_MUCK_01

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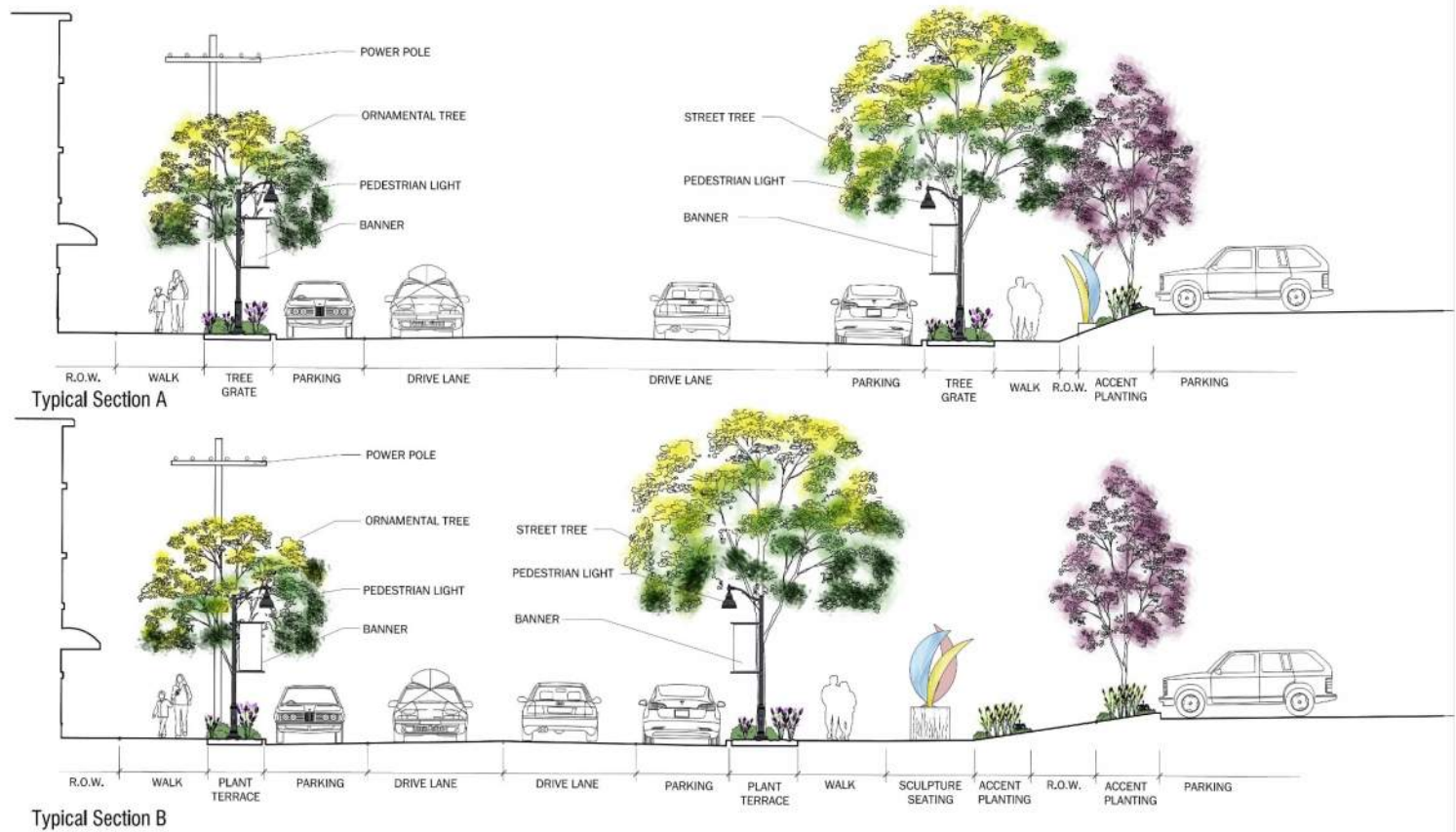


Foth design studio



Typical Cross Sections

Streetscape Cross Sections A: Plan A & Plan B



Downtown Master Plan - Streetscape Cross Sections A

Mukwonago, Wisconsin

0701 | 2020-20_MUCK_01

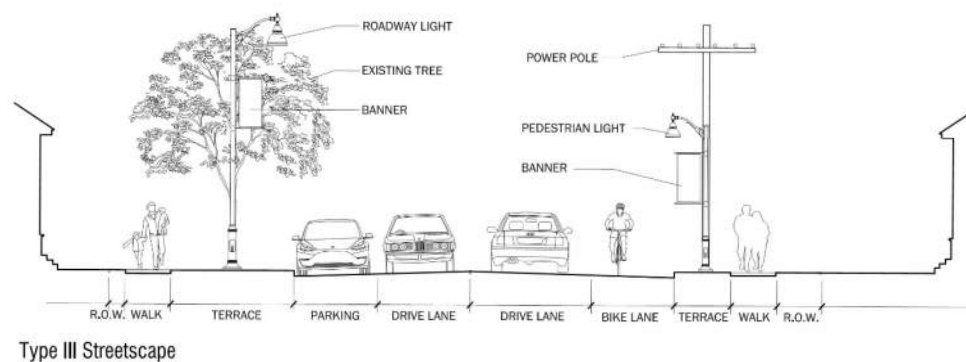
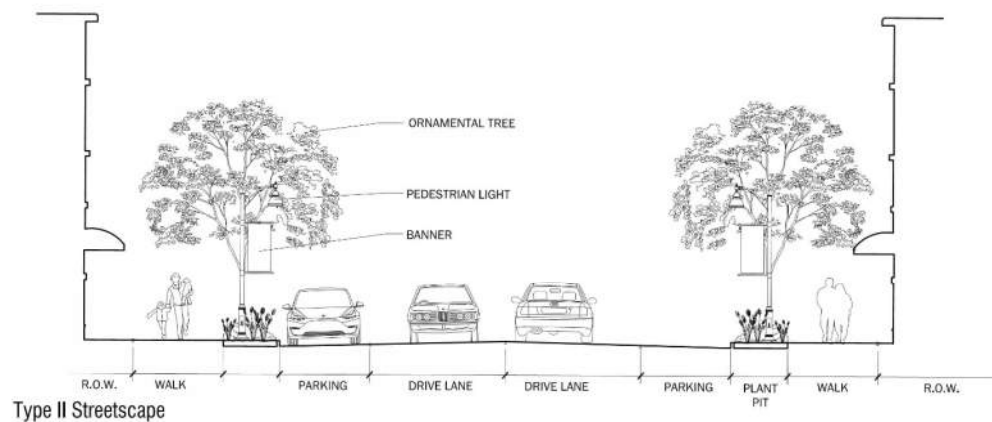
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Foth etc design studio



Typical Cross Sections

Streetscape Cross Sections B: Type II & Type III



Downtown Master Plan - Streetscape Cross Sections B

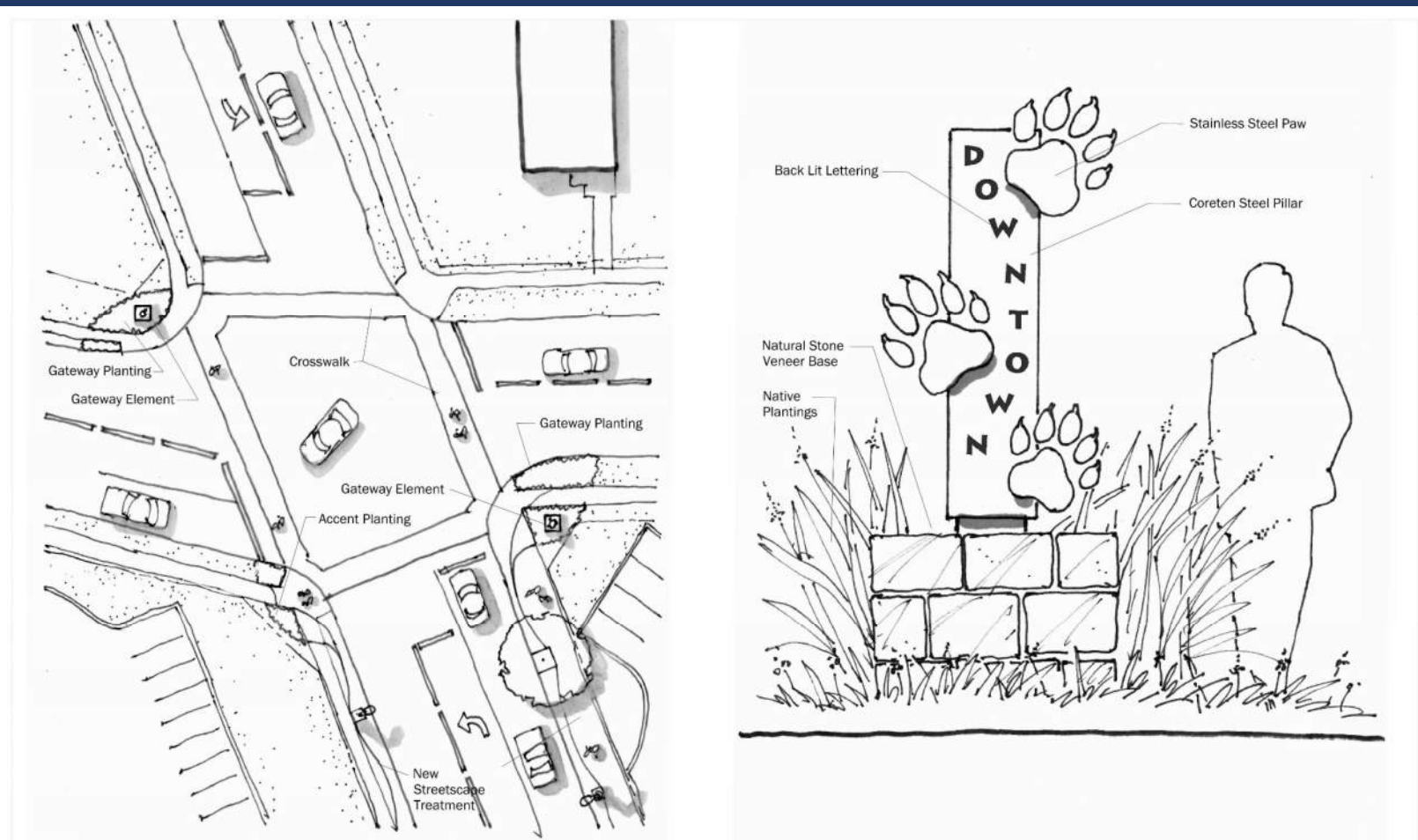
Mukwonago, Wisconsin

0701 | 2020-20_MUCK_01





Typical Intersection & Gateway Feature Sketch Plan



Downtown Master Plan - Typical Intersection and Gateway Example

Mukwonago, Wisconsin

0701 | 2020-20_MUCK_01



Overall Concept Plan



Amenities



Lighting



Benches



Trash Receptacles



Greenspace/Pocket Park



Gateways



Colored Concrete Crosswalk



Accent Lighting



Terrace

Downtown Master Plan - Amenities

Mukwonago, Wisconsin

07/01 | 2020 -20_MUCK_01



Streetscape Perspective (No Poles)



Downtown Master Plan - Streetscape Perspective (No Poles)

Mukwonago, Wisconsin

07/01 | 2020 -20_MUCK_01



Streetscape Perspective (With Poles)



Downtown Master Plan - Streetscape Perspective (With Poles)

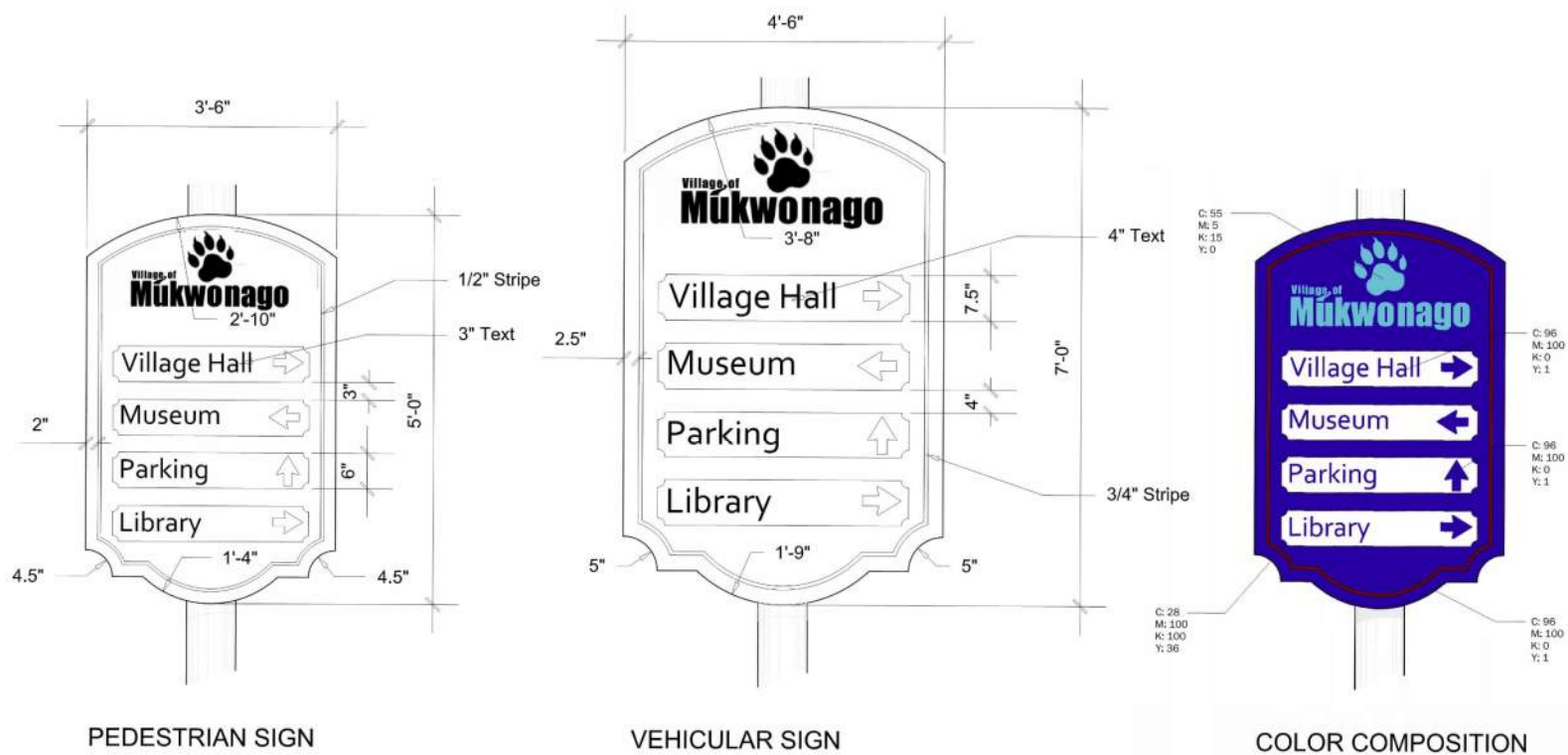
Mukwonago, Wisconsin

07/01 | 2020-20_MUCK_01





Wayfinding Signs



Downtown Master Plan - Wayfinding Signs

Mukwonago, Wisconsin

0701 | 2020-20_MUCK_01



Vehicular Wayfinding Sign Location Plan





Pedestrian Wayfinding Sign Location Plan





GOM Cost Estimates Final Plans A & B

Downtown Streetscape Probable Cost (GMO)

Muckwonago, Wisconsin

July 1, 2020

Final Plan A - per block cost

Item	qty	Cost per block	total	description
sidewalk	7800	\$6	\$46,800	8' West 6' East
lawn terrace	6700	\$3	\$20,100	against curb
terrace landscape	1	\$10,000	\$10,000	
trees	13	\$700	\$9,100	
lights and banners	12	\$5,000	\$60,000	
crosswalks	2000	\$18	\$36,000	colored concrete
benches	4	\$2,000	\$8,000	
trash receptacles	4	\$1,500	\$6,000	
sculptures	4	\$6,000	\$24,000	
			\$220,000	
	4 blocks		\$880,000	Improved Total

Does not include road construction or utilities improvements
Does not include planting or sculptures outside of ROW

Final Plan B - per block cost

Item	qty	Cost per block	total	description
sidewalk	8960	\$6	\$53,760	8'-0 both sides
lawn terrace	6700	\$3	\$20,100	against curb
terrace planting	1	\$12,000	\$12,000	
trees	13	\$700	\$9,100	
lights and banners	14	\$5,000	\$70,000	
crosswalks	2000	\$18	\$36,000	colored concrete
benches	4	\$2,000	\$8,000	
trash receptacles	4	\$1,500	\$6,000	
sculptures	6	\$6,000	\$36,000	
accent landscape	1	\$8,000	\$8,000	back of walk
			\$258,960	
	4 blocks		\$1,035,840	

Does not include road construction or utilities improvements
Does not include planting or sculptures outside of ROW



What Can be Done Prior to HWY 83's Reconstruction?

Items That Can be Taken Down & Reinstalled Later

- Temporary Banners
- Benches
- Planters
- Wayfinding Signs
- Tactical Urbanism Projects



- ❖ Coordinate with owner of the Walgreen's property to redevelop a portion of their greenspace to incorporate the design of the streetscape.



What's Next?

1. Village Board Adoption of Master Plan
 - Village Board 7.15



2. Implementation



Village of
Mukwano

THANK YOU!!!

etc design studio  **Foth**



Committee/Board:	COTW July 1, 2020
Topic:	DDC
From:	Roger Walsh Village Trustee
Department:	DDC Acting Chair/Board Liaison
Presenter:	Roger Walsh
Date of Committee Action (if required):	None required. Informational 2-3 Topics + Attachments For discussion & possible direction or action of COTW
Date of Village Board Action (if required):	Informational

Information

Subject: Update of June 25, 2020 Meeting

Background Information/Rationale:

DDC focused on delivery of the Streetscaping & Wayfinding Design Plan including robust public participation since formation in May 2019.

Several topics of interest were presented to the DDC at the June 25, 2020 Public Meeting related to funding and future focus and direction of the committee. The four core objectives of the 2018 Downtown Strategic Plan are Business Development, Pedestrian Friendly, Historic Preservation, and Culture & Recreation

Key Issues for Consideration: (Informational Topics)

1. Redevelopment Resources, LLC
 - a. Redevelopment Intro e-mail
 - b. Redevelopment Resources Contract
 - c. Funding Mechanisms including BID & TID
 - d. Ben Kohout informational explanation with TID Oconomowoc examples
2. Update on DDC Member resignation & selection of DDC Chair/Co-Chair
3. Report of DDC recommendations if applicable.

Fiscal Impact (If any): Informational Only

Requested Action by Committee/Board:

Attachments

To be added by Village Clerk-Treasurer from DDC Meeting Packet



Village of Mukwonago

AGENDA ITEM REQUEST FORM



From: [Roger Walsh](#)
To: [Diana Dykstra](#)
Cc: [Ben Kohout](#); [John Weidl](#); [Darlene Johnson](#)
Subject: FW: Downtown Development Analysis
Date: Friday, June 19, 2020 8:46:20 AM

Diana,

Feel free to contact me with any questions if needed.

Please add this item to the June 25 DDC Meeting Agenda and send copy to DDC Members.

Please place them Item #6 after Branding. Total Agenda Items is 15 instead of 14.

Mr. Weidl, please provide Diana with a copy of the Redevelopment Resources Contract so she can include it as an attachment with the Agenda.

Thanks,

Roger Walsh
Village of Mukwonago Trustee/DDC Chair
262.363.4303

From: Dayna Sarver <dayna@redevelopment-resources.com>
Sent: Thursday, June 18, 2020 4:17 PM
To: Ben Kohout; Roger Walsh
Cc: Kristen Fish-Peterson
Subject: Downtown Development Analysis

Good afternoon,

The Village of Mukwonago has contracted our firm, Redevelopment Resources, to evaluate the economic and fiscal impact of new development over the past six years and develop appropriate strategies for the Village moving forward. Kristen and I spoke with the Village Administrator about the Village Board's inquiries regarding the creation of a Tax Increment District. We've reviewed the Downtown Strategic Plan and have a few questions for the Downtown Development Committee. Would it be possible to discuss these with you at the Committee meeting next week? We just want to make sure we are putting together the most comprehensive study for the Village as possible.

Best,

Dayna Sarver
Development Specialist

Redevelopment Resources

www.redevelopment-resources.com



REDEVELOPMENT
RESOURCES

MUKWONAGO MARKET STRATEGIES PLANNING SERVICES AND EVALUATION OF PAST ACTIVITIES

Village of Mukwonago, January 5, 2020



REDEVELOPMENT
RESOURCES

January 5, 2020

Village of Mukwonago
c/o John Weidl
440 River Crest Court
Mukwonago, WI 53149

John,

Enclosed is Redevelopment Resources' proposal for market strategies planning services. Also included is an estimate to evaluate impacts of past activities related to economic and community development.

Our team is adept at leveraging our experience to study current circumstances and create future-looking, effective economic development strategy for a variety of clients, large and small, urban and rural to utilize local assets and resources for the benefit of residents, employers, employees, and investors.

Our team is in alignment with today's issues; we possess significant breadth and depth of skills in assessing local economies, analyzing relevant data, facilitating collaboration across stakeholder groups and distilling all the various inputs into actionable, results-oriented strategy. Our experience with public and private economic development organizations in Wisconsin positions us well for arriving on scene with inherent knowledge of opportunities and challenges your organization is facing today, as well as how to leverage those for positive outcomes for the business community and the area at large.

If you have any questions about our proposal, please contact me directly at kfish@redevelopment-resources.com or 715-581-1452.

Sincerely,

Kristen Fish-Peterson, CEcD, Principal and CEO

January 5, 2020

Summary of the Proposal

Redevelopment Resources is a highly skilled, passionate and creative economic and community development consulting firm with several years of relevant and rich experience assisting and guiding economic development organizations to focus their efforts and make a positive impact on the business in the community and on the community itself. Redevelopment Resources proposes to work with the Village to effectively review the existing market strategies plan, analyze and evaluate economic and fiscal impacts over the past several years, refine and keep what's working and search for new solutions to today's challenges, programmatically, functionally and organizationally.

We will do this through a collaborative effort with staff, through a series of meetings and work session, through secondary research and primary information gathering. We'll interview stakeholders in the organization and in the business community to determine strategic direction and we will create a plan which will include activities, programs, effective use of resources for the most impactful positive outcome for the Village of Mukwonago.

This work will be done on time and within the agreed upon budget. The final deliverable will include a review of the past and a plan which will outline goals, tasks, timeline for completion, responsible party, funding options and outcomes.

Redevelopment Resources team is skilled and experienced. This project will be led by Kristen Fish-Peterson, CEcD, Principal and CEO with the support of Marisa Mutt, Lead Planner and Development Associate.

Experience Working with Municipalities and EDOs

Established in 2009, Redevelopment Resources provides development and redevelopment solutions and research services to municipalities, business and organizations. Our experience was gained primarily from active successful careers working in economic and community development, planning and marketing fields. The team has transitioned into consulting in order to share our vast experience with others. Because of the breadth of experience of our team members, we offer services in many categories:

- Economic & Community Development / Redevelopment / Workforce Development
- Real estate
- Retail / Business Support / Marketing
- Planning and Facilitation
- Research and Analysis

Results-oriented economic development strategy development and implementation has been a mainstay of the workload for our team for the past several years. Creating a foundation for those strategies with data analysis including market analysis, facilities analysis and asset mapping exercises have been critical components to ensure appropriate direction for eventual strategic efforts. Economic Development Organizations we've worked with include but is not limited to:

Watertown Economic Development Organization (WEDO) – when WEDO first organized, Redevelopment Resources coached their board of directors through development of mission, vision and goals, then drafted their strategic plan which included strategy elements in three categories: Organizational Strategies, Programmatic Strategies and Functional Strategies.

Marshfield Economic Development Board (EDB) – The city of Marshfield implements economic development through their quasi private EDB. Redevelopment Resources created a strategic plan for their efforts in which nearly every recommendation was taken very seriously and implemented over five years.



January 5, 2020

Portage County Business Council (PCBC) – retained Redevelopment Resources to conduct a strategic plan alongside a targeted industry analysis. This effort analyzed the workforce availability, identified skill sets among existing workers which could be leveraged for other employers in the area and provided a sense of the demand for workforce by industry.

Redevelopment Resources has worked on strategic planning/action efforts and the underlying studies for communities in Nebraska (Greater Fremont Development Corporation); Minot, North Dakota; Erie County Industrial Development Agency in Buffalo, New York; Menominee Michigan; rural Illinois and throughout Wisconsin. Our work has included market /feasibility analyses AND strategy for entire communities (examples: Elkhorn, Marshfield, Kewaunee, Pulaski), business districts (downtown Appleton, downtown Fond du Lac, Brady Street BID), industrial parks (Mukwonago), and specific sites (examples in Whitewater, Greenfield). We have also conducted targeted industry analyses with accompanying implementation strategy for counties and regions (examples: Greater Fremont, NE; Portage County, Langlade County). We've created action plans for implementing revitalization efforts for communities such as Merrill, Watertown, Eau Claire, Appleton, Rothschild, West Bend and Two Rivers.

Proposed Activities / Timing / Budget

We understand this project requires some background work to inform the future of what will make sense for Village, a forward-looking community strategy, public engagement and advisory services on priorities timing, cost and responsible parties.

Redevelopment Resources is prepared to undertake this work as follows:

EVALUATION OF ECONOMIC AND FISCAL IMPACT

1. Document all new development activity in the Village over a defined period
Redevelopment Resources will itemize all new development activities in the Village with respect to industrial, commercial and residential, over a specified period.
2. Document Village actions and fiscal inputs
We will itemize Village inputs, whether staff time, incentives, infrastructure investments, additions to services and others.
3. Analyze and measure impact at inception and over time
Our team will link Village investments in incentives, infrastructure and programming related to new activity and calculate economic and fiscal impacts.

Impact Analysis Phase: 50 hours @ \$125/hour = \$6,250

TIMING: This work would take place mid-January through mid-March or sooner

DELIVERABLE:

1. List of projects, outputs and inputs
2. Analysis of impacts including jobs created, jobs retained, property tax base increase, total direct, indirect and induced impact and other metrics as determined with client

DISCOVERY PHASE

1. Assess current situation for Mukwonago including analyzing the market over the past six years and projected growth;
Redevelopment Resources will conduct secondary research using data sources such as ESRI, US Census and WI Workforce Data among others.
2. Analyze available data regarding local economy and need for new initiatives, enhanced existing initiatives and elimination of efforts which were ineffective.
Redevelopment Resources will absorb available data from the current comprehensive plan, previous targeted industry analysis (and any other existing documents) and generate (update) any new data (in consultation with staff) which we believe will be helpful or necessary to inform the process.



January 5, 2020

3. Interview staff, board, and relevant stakeholders, conduct surveys and facilitate online interactions
Our team will speak with key business leaders about the ease of doing business in Mukwonago, and where they see the local economy heading in the future. Mayor employers will be surveyed for most effective manner in which the Village can add value to their operation (and the local economy) in the future.

Discovery Phase: 30 hours @ \$125/hour = \$3,750

TIMING: This work would take place December through mid-January

DELIVERABLE:

1. Data from secondary and primary research in electronic form organized in easily accessed files.
2. Notes from interviews with stakeholders
3. Progress meetings at end of discovery phase

STRATEGY DEVELOPMENT PHASE

Based on insights gleaned from discovery phase, Redevelopment Resources will create a new set of market strategies including the following items:

1. WHAT: Goals – segmented from Short Term (6-18 months), to Mid-range (18 months to 3 years) to Long Range (3-5 years)
2. WHAT: Targeted Industries of focus
3. WHAT: Services and programs provided – which existing programs will remain and what will be added or eliminated
4. WHO is the intended recipient/beneficiary of the work of the Village through this set of market strategies? – target audience, intended beneficiaries, potential partners, strategic relationships
5. HOW: Funding priorities and resources development opportunities
6. WHEN: Redevelopment Resources has always taken great care to ensure the recommendations we make are implementable by staff and organizations in place. We will lay out each recommendation on a timeline identifying the responsible party; the necessary political and procedural actions to get to approval; specific steps (including funding acquisition); and an approximation of how long it will take to execute.

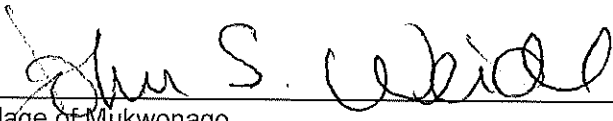
Planning and Development Phase: 48 hours @ \$125/hour = \$6,000

TIMING: This work will take place mid-January - March.

DELIVERABLES:

1. Meeting with staff to present ideas on strategy and discuss anticipated direction for plan. Additional meeting to vet preliminary strategy and receive feedback.
2. Market strategies plan document with specific implementation steps including timeline, prioritization, cost to implement each recommendation, responsible party and necessary political and procedural actions to move forward.
4. List of funding relevant new funding sources, if discovered.

Total Project Budget = \$16,000


Village of Mukwonago

02/07/19
Date

Redevelopment Resources

Date

January 5, 2020

Project Staff

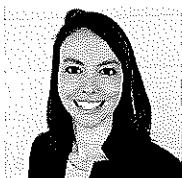


Kristen Fish-Peterson, CEcD, EDFP, Principal and CEO
Redevelopment Resources, LLC

Ms. Fish has 20 years of direct experience leading the business development efforts of a municipality and working in both media and manufacturing sectors. In 2009 she and two colleagues started Redevelopment Resource, a community impact consulting firm which operates throughout the Midwest. She has managed all aspects of strategic planning processes, business development and adaptive reuse programs including business recruitment, retention, entrepreneurial programming, loan fund management, deal structuring, blight elimination and policy/program development. She managed development in a 400+ acre industrial park, and managed multiple Tax Increment Financing Districts from creation to fulfillment.

Her work through Redevelopment Resources focuses on bringing results to economic development organizations, businesses and communities through strategic planning, commercial property development and redevelopment, market analysis, creative financing, tax incremental financing district creation and implementation, organizational structure consulting and business recruitment/retention. Redevelopment Resources' has had the privilege of serving clients in multiple states, and Canada and working with communities of all sizes. The firm also serves the private sector and has consulted with developers and business owners of companies publicly traded on the NYSE, multi-generational businesses and startups.

Ms. Fish was President of the Wisconsin Economic Development Association (WEDA) in 2008 and consulted as the Executive Director from 2011-2014. She was a Board Member of the International Economic Development Council (IEDC) from 2006-2018. She is a Certified Economic Developer (CEcD) through the International Economic Development Association and an Economic Development Finance Professional (EDFP) from the National Development Council. She has her Master of Business Administration from the University of Wisconsin, Oshkosh, and her Bachelor of Business Administration in Marketing from the University of North Dakota.



Marisa Muffy, Lead Planner and Development Associate
Redevelopment Resources, LLC

Marisa brings over seven years of professional experience, including economic development, planning, and project management, to the Redevelopment Resources team. She holds a master's degree in Urban and Regional Planning from the University of Wisconsin – Madison and is a member of the American Institute of Certified Planners (AICP) candidate program.

Prior to joining Redevelopment Resources, she worked at a firm bringing the private and public sectors together to determine incentives for growth and relocation that would benefit both parties. Marisa is passionate about helping communities improve from the ground up and approaches every project with enthusiasm and purpose.

From: [Roger Walsh](#)
To: [Diana Dykstra](#)
Subject: FW: Oconomowoc TID examples
Date: Thursday, June 25, 2020 2:22:39 PM
Attachments: [APPROVED-TAX INCREMENT DISTRICT 6 DRAFT V13 E WI Ave - St Paul Redevelopment Area-05-25-17.pdf](#)
[APPROVED Project Plan-TAX INCREMENT DISTRICT # 5 - 05-25-17.pdf](#)
[PC12-R2416 TID #4 Amendment 3.pdf](#)
[TID 4 5 6 JRB Annual Mtg 7-11-19.pdf](#)

Here's Ben's e-mail with 4 PDF's sent to DDC Members yesterday. Please include this e-mail & the 4 attachments for the COtW.

Please include DDC pages 20-27 to COtW. Those are the Redevelopment Resources Pages.

June 18 e-mail from Dayna Sarver and 6 page contract.

Feel free to call me at office number of 262-470-5007 with questions.

Thanks,

Roger Walsh
Village of Mukwonago Trustee
262.363.4303

From: Ben Kohout
Sent: Wednesday, June 24, 2020 10:31 AM
To: Roger Walsh; Ray Goodden; Sandra Kulik
Cc: Diana Dykstra; John Weidl
Subject: Oconomowoc TID examples

Dear DDC members,

I am forwarding to you some information regarding a TID example from Oconomowoc. This is being sent as an example of what a downtown Tax Increment Financing district (TID) looks like. Some of you may know and for those that don't know, essentially all taxes collected after development can be reinvested into a defined area, to pay for infrastructure items, like downtown streetscape elements, street improvements, most anything in the right of way and under control by the municipality and even façade improvements. This could also be utilized as a means to potentially bury power lines, and provide for street improvements. Basically, items shown on the streetscape improvement plans presented by FOTH.

This requires the affirmative vote by the elected officials to divert taxes into this special area, as defined, and is not available for the rest of the community. Keep in mind this takes time. I understand the consultant hired by the Village, Dayna Sarver, of ReDevelopment Resources, will be on the Zoom meeting Thursday night to present what they are currently doing for the Village for existing TIF areas and could potentially address some questions about some of this.

As Roger mentioned earlier, this can be a topic during the July DDC meeting to discuss if the DDC would see if this something they could recommend action on to the Village Board to possibly pursue

to accomplish some of the Strategic Plan initiatives. I am providing to you now so you can see what's been done elsewhere and the impacts it can have.

I would like to bring your attention to the presentation file titled "TID 4 5 6 JRB Annual Mtg...". This gives a great overview of how City of Oconomowoc used funds for streetscape projects, incentive new development, and façade improvements in form of loans.

Let me know if you have any general questions or you may certainly wait until next month's discussion. For any specific financial questions, I may need to consult with our Village Administrator and/or Finance Director.

Regards,

Ben Kohout, AICP
Community Planner
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149
O: 262.363.6420 ext. 2111



TAX INCREMENT DISTRICT #5

Downtown W. WI Ave Project Plan



City of Oconomowoc, Wisconsin

Approved: May 25, 2017

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Summary of Findings

As required by Wisconsin Statutes 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made for the City of Oconomowoc Tax Increment Finance District Number Five (TID #5):

1. That “but for” the creation of TID 5, the development projected to occur as detailed in this Plan would not occur in the manner desired by the City because of challenges associated with:
 - a. Deterioration of existing structures and obsolescence of current use.
 - b. Blighted parcels that deter private investment; and
 - c. Additional costs associated with the rehabilitation of existing structures, and redevelopment of underutilized parcels; and
 - d. The City has conducted an independent review of the intended developer’s sources and uses and proforma for the proposed development and/or redevelopment projects. This review concluded that a public investment may be required to enable the development to occur in a manner desired by the City, attract bank financing, while providing the developer a fair and reasonable return on their equity investment.
2. The equalized value of taxable property of TID 5 plus the value increment of all existing tax increment districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality.
3. Given the age and obsolescence of the existing structures in the area (57% of the 7.056 total acres), of the real property within TID 5 is in need of rehabilitation or conservation work, thereby exceeding the fifty percent (50%) threshold as defined in Wisconsin Statutes 66.1337 (2m)(b). An analysis of the parcels can be found in Appendix D.
4. The proposed activities in this Plan are in concurrence with Wisconsin Statutes 66.1337, which enable the City to conduct specific activities in a rehabilitation or conservation district; including:
 - a. A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - b. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - c. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - d. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project.
5. The project costs in this Plan relate directly to rehabilitating or redeveloping parcels within TID 5 consistent with the purpose for which the District is created.
6. The economic benefits of TID 5, as measured by increased property value, employment, and (business and personal) income, more than compensate for the cost of the improvements.

7. The benefits of the proposal are greater than the anticipated tax increments to be paid by property owners in overlying taxing jurisdictions.
8. The improvement of the area is likely to enhance significantly the value of substantially all of the real property of and adjacent to TID 5.
9. The TID 5 Project Plan is feasible and in conformity with the City *Comprehensive Plan*.
10. The City Attorney has signed an opinion (located in Appendix A) advising that this Project Plan is complete and complies with the law.

The City of Oconomowoc

The City is located in southeastern Wisconsin, approximately 30 miles west of Milwaukee, Wisconsin. The City, incorporated in 1875, encompasses an area of approximately twelve square miles in Waukesha County, just north of Interstate Highway 94. The City's estimated 2016 population is 16,656.

Common Council

The City has a mayor/aldermanic form of government with the mayor and eight council members elected to serve staggered two-year terms. The Mayor is responsible for conducting the proceedings of the council at its meetings.

Administrative Organization

The policies of the City are set by an eight-member council and mayor. The mayor serves as chief executive of the City with power of veto over council action, subject to override by a two-thirds vote of the council.

The Administrator/Treasurer is responsible for the financial and operational posture of the City. The Mayor and Common Council share responsibility for the formulation and the Director of Finance is responsible for enforcement of the budgets for each department.

Description of the Proposed District Overview

The City had been affected by the national economy, however signs of recovery and private investment interest has returned. Growth is still proceeding and many proposed projects are under consideration. Over the long-term, the City is likely to continue to experience significant residential and commercial growth in the years ahead as development from the Milwaukee/Waukesha metropolitan area expands toward Oconomowoc. Because of its easy access to points east and west, provided by Interstate Highway 1-94 and the four-lane State Highway 16, a significant portion of the City's population commutes to work in the Milwaukee/Waukesha metropolitan area.

In 2015, the City had net new construction growth of 1.89% or \$35,182,600 million. In 2016, the City had net new construction growth of 1.51% or \$29,029,800 million.

The City is home to a diverse business base. The 145-acre Oconomowoc Corporate Center features office and light industrial sites for several area companies. The City is also expecting continued industrial and commercial development in the 1,100 acre Pabst Farms area.

The Pabst Farms development is a mixed-use development with industrial, commercial, residential, school and institutional uses with open space preservation. The Pabst Farms development will have a major impact on western Waukesha County.

The Roundy's Distribution Center and Target Distribution Center are located in the City near Interstate 94 and State Highway 67 interchange. The Roundy's Distribution Center, located within Pabst Farms, was completed in 2005 and comprises 1.065 million square feet and employs approximately 480 people. Target Distribution Center opened in 1994 and underwent an expansion in 2002. The Target facility is 1.5 million square feet and employs about 690 people.

Downtown Oconomowoc has continued to thrive after the City began implementing a revitalization initiative in 2004. Currently, almost all commercial downtown space is occupied, and there is a demand and business interest in locating in the central business district. Several downtown redevelopment multi-family rental housing projects have been built which brings additional traffic to our local downtown businesses. In addition, a local bank has built a corporate headquarters building in Downtown Oconomowoc which provides daytime customers to support the area.

The city already has available award winning public schools, an Arts Center, direct access to outstanding lakes and natural resources, and some of the lowest crime rates in the nation. Community partners continue to assist the City in enhancing our assets by creating amazing public spaces that accommodate individuals of all ages and abilities.

The City's 2015 overall net property tax rate of \$16.38 per \$1,000 estimated actual value ranks 184 out of all 190 Wisconsin cities.

As a public power community, the City is able to provide its residential customers with electric rates averaging approximately 20 percent lower than the rates charged by the large investor-owned utility that services the surrounding communities. Oconomowoc's average 2015 annual sewer and water, and electric charge per household was \$1,662 compared to \$2,070, the average for area communities.

Local economic indicators continued their favorable trends. For example, Waukesha County's unemployment rate continued to compare favorably to the state and national average rates as well as the City's adjusted gross income per tax return compared favorably to Wisconsin's average. The City expects these trends to remain favorable in the future.

Given Oconomowoc's growth and demographic factors the proposed lakeshore condominium projects will continue to enhance Downtown Oconomowoc and bring new residents to support the heart of our community.

Downtown Opportunity – Lakefront Condominium Living

A section of the City *Comprehensive Plan, the Downtown Revitalization Plan* identifies areas prime for redevelopment: areas of blight, disinvestment, and properties not achieving their highest and best use based on economic conditions. One targeted redevelopment area is the W. Wisconsin Ave/City Beach Park area. The surrounding area presents opportunities for new infill development and rehabilitation of commercial and residential areas near the park and new community Center. The redevelopment strategy for downtown Oconomowoc is focused on expanding the downtown business mix, expanding lakefront open space & access, and expanding residential options. In 2013, the City completed a City Beach expansion and built a new Community Center facility. An additional Downtown plan goal, expanding housing choices in the downtown is needed to increase the existing customer base and enhance the character of the downtown as a 24/7 activity center, will be achieved through the proposed Parc On Lac La Belle & Eagles Landing condominium projects.

Tax Increment Financing District Number 5

Under Wisconsin Statutes 66.1105, the property taxes paid each year on the increase in equalized value of a TID may be used by the City to pay the costs of redevelopment projects within the TID. The incremental value is determined by taking the TID's current value and deducting the value in the TID that existed when the TID was created. All taxes levied upon the incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs. Expenses may be incurred for the implementation for the approved project plan and completion of the project outlined therein up to five years before the unextended maximum life of the TID.

TID 5 is being created in order to provide a mechanism to overcome challenges associated with blighted parcels that deter private investment and the additional costs associated with the rehabilitation of existing structures and the redevelopment of the under-utilized parcels, environmental remediation, and a lack of owner occupied residential opportunities in Downtown Oconomowoc.

Of the 7.056 total acres +/- of real property within TID 5, 57%, are in need of rehabilitation or conservation work.

Map 1 shows the location of TID 5 within the city, while Map 2 shows its detailed boundaries. The legal description for TID 5 is attached as Appendix C. TID 5 has twenty-one (21) parcels totaling 7.056 acres +/-.

Map 3 show the zoning district, while Map 4 show the current land uses. Map 5 shows parcels in need of rehabilitation or conservation work. Map 6 is the proposed site plan for the Parc On Lac La Belle & Eagles Landing development.

In 2016, TID 5 had a combined assessment of \$5,681,800. Table 4 provides a listing of all parcels and assessed values within the TID.

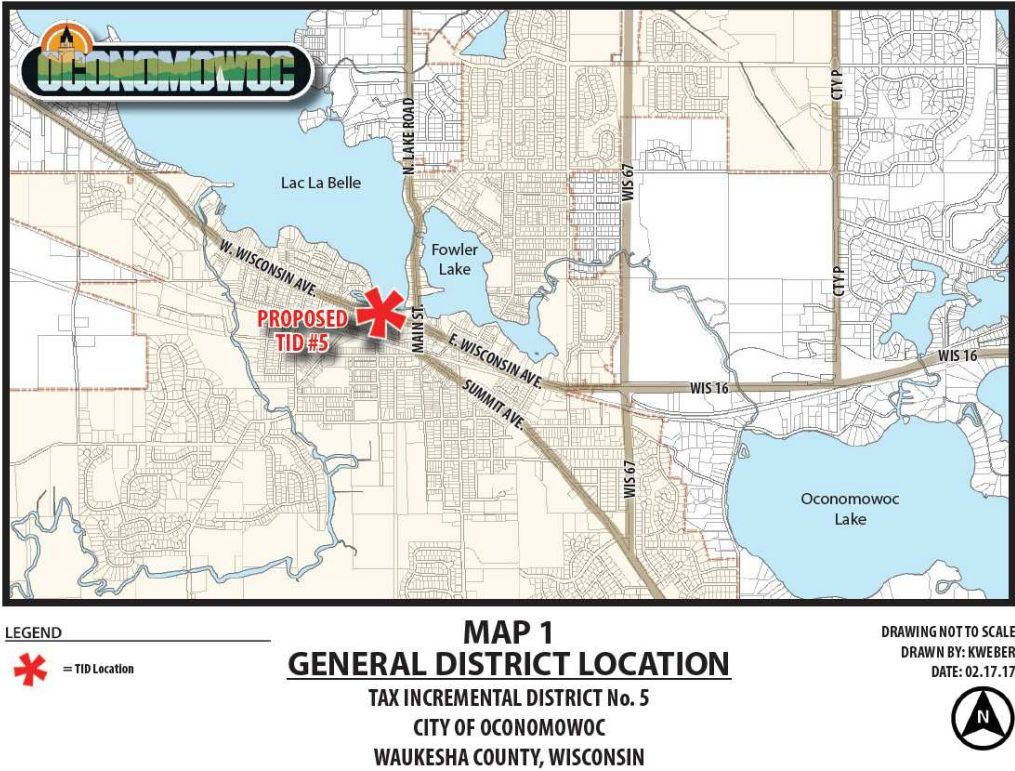
TIF Capacity Analysis

Wisconsin Statutes 66.1105 (4)(gm)(4)(c)., defines a limit on the equalized property value that may be located within municipal TIDs. The equalized value of taxable property of the new district plus the value increment of all existing districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality. The existing capacity in the City is more than satisfactory to permit the creation of TID 5, as the addition of TID 5 will only raise the percent of equalized value in TIDs from .9689% to 1.096. % (Table 3).

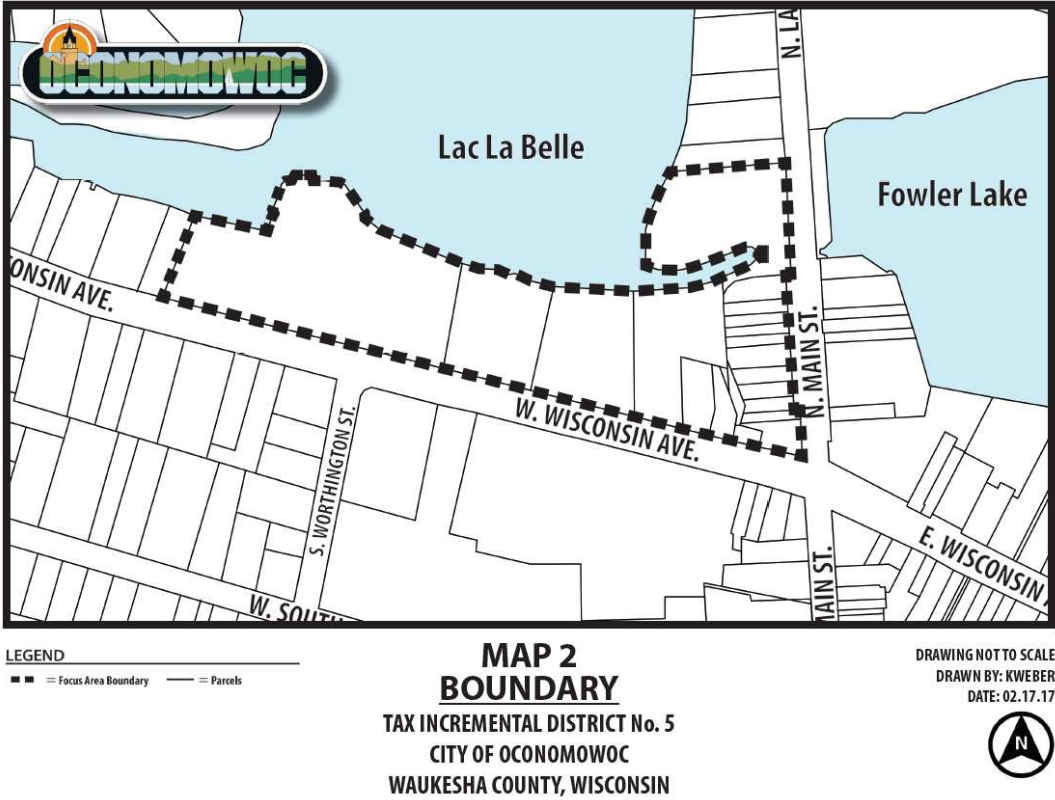
Measure	Amount as of January 1, 2016
Equalized Value of City of Oconomowoc	2,010,432,900
Total Existing TID Increment	19,478,700
Percent equalized value within total existing TID	0.9689%
Equalized value of Proposed TID 5	5,681,800
Total value for 12% test	25,160,500
New percent equalized value within TIDs, including TID 5	1.2515%

Table 3. Tax increment finance capacity.

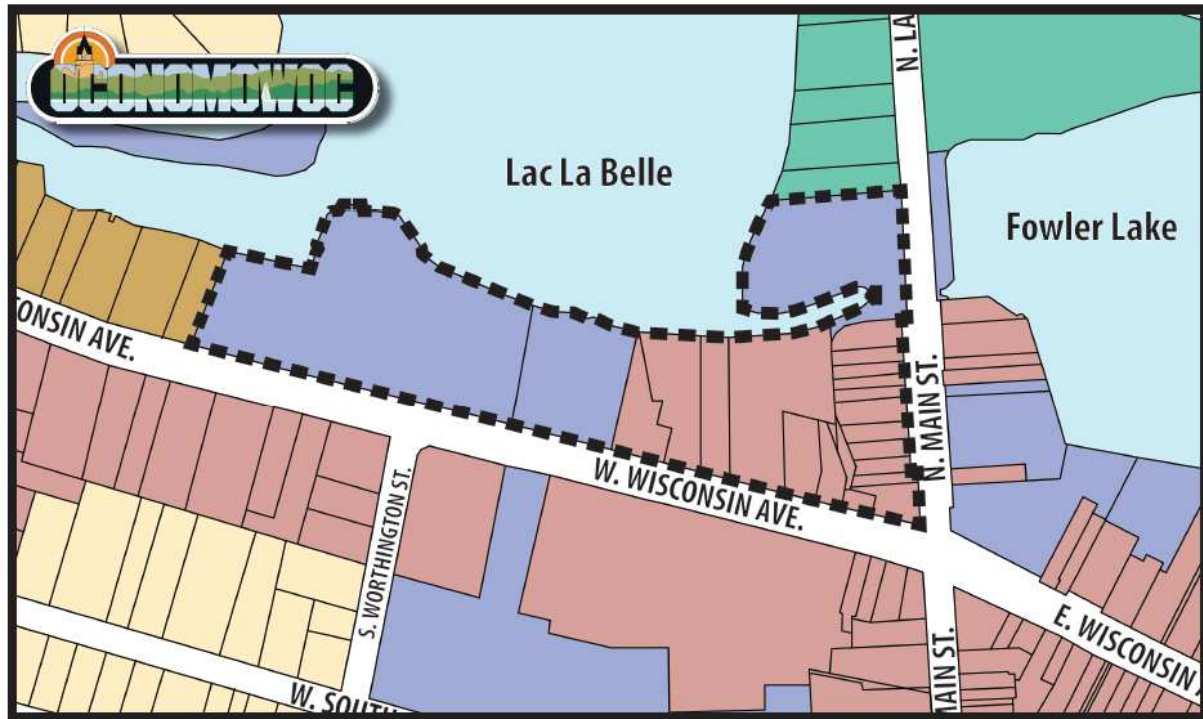
Map 1 – General District Location



Map 2 – TID 5 Boundary



Map 3 – TID 5 Zoning



LEGEND

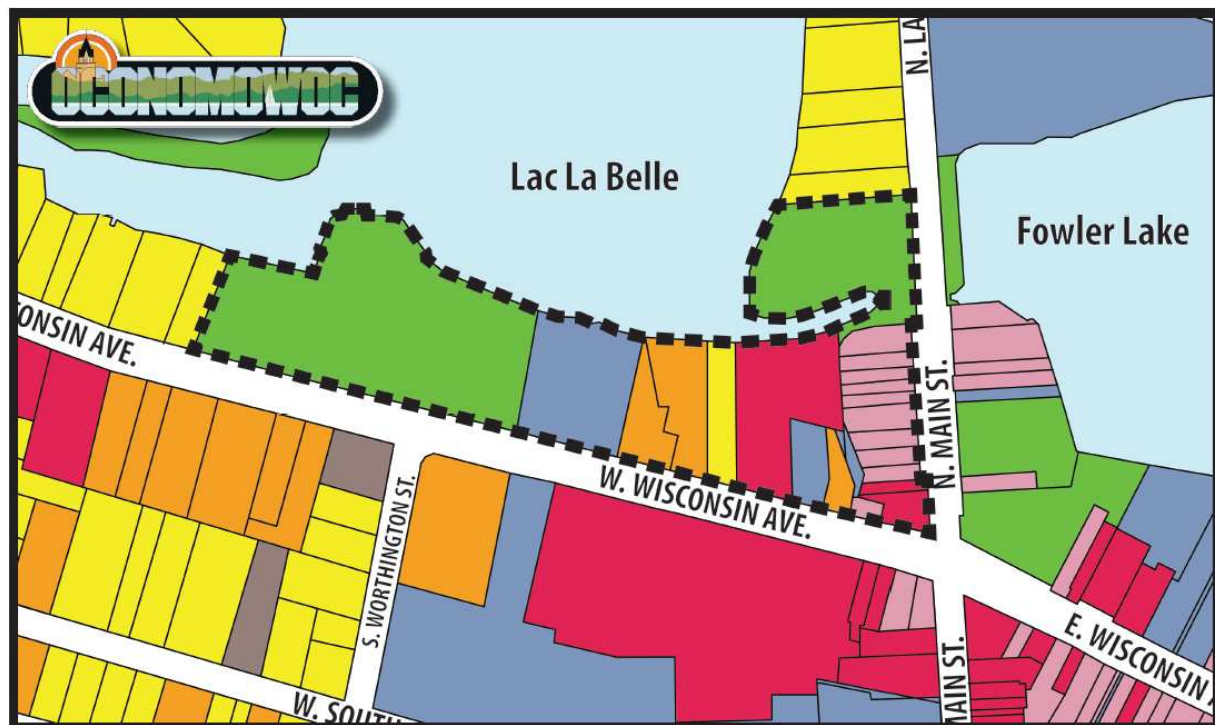
■ ■ = Focus Area Boundary	— = Parcels
■ = GC - General Commercial	■ = RML - Multi-Unit (Low) Residential
■ = MC - Mixed-Use Commercial	■ = RMH - Multi-Unit (High) Residential
■ = TR - Traditional Residential	■ = IRM - Isthmus Residential Multi
■ = IP - Institutional Public	■ = I - Industrial

MAP 3 EXISTING ZONING TAX INCREMENTAL DISTRICT No. 5 CITY OF OCONOMOWOC WAUKESHA COUNTY, WISCONSIN

DRAWING NOT TO SCALE
DRAWN BY: KWEBER
DATE: 02.17.17



Map 4 – TID 5 Existing Land Use



LEGEND

- | | |
|-------------------------------|------------------------|
| ■ ■ ■ = Focus Area Boundary | — = Parcels |
| ■ = Commercial | ■ = Parks / Open Space |
| ■ = Mixed-Use Commercial | ■ = Institutional |
| ■ = Multi-Family Residential | ■ = Industrial |
| ■ = Single-Family Residential | ■ = Vacant |

MAP 4 EXISTING LAND USE TAX INCREMENTAL DISTRICT No. 5 CITY OF OCONOMOWOC WAUKESHA COUNTY, WISCONSIN

DRAWING NOT TO SCALE
DRAWN BY: KWEBER
DATE: 02.23.17



Map 6 - TID Redevelopment Site Plan



Project Costs

Specific Projects

The City may encumber funds to implement the following projects. This list is not meant to be a budget or an appropriation of funds for specific projects. All costs are estimates based on the best information available. The City reserves the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan. All improvements are designed to be applied within or adjacent to the boundaries of TID 5 (Map 2).

Improvement 1

Incentives: Grants

Details money to offset project costs, including property acquisition, parcel assembly, site preparation, construction, and infrastructure (transportation, water, sewer, storm water, utilities) on projects that eliminate blight, rehabilitate parcels, or conserve parcels

Project 1

Purpose: provide a source of funding for the currently vacant former restaurant on Lac La Belle. Site poised for redevelopment, but may need assistance to offset costs including property acquisition, parcel assembly, site preparation, construction, and infrastructure for a future project that eliminate blight, and/or rehabilitate parcels. The project will implement public pedestrian connections (see Improvement 6 below)

from Veterans Memorial Park along Lac La Belle shoreline toward City Beach. Eagles Landing at Lac La Belle development has been proposed for this site to include 21 condominium units, American Legion space & full service restaurant. The development will reconstruct a parking lot on the Eagles Landing site and make available as public parking through a lease with the City of Oconomowoc. The site has development challenges and will require a deep foundation system using helical piers to support the structure. The developer is will also need reinforced concrete in order to support the fire apparatus to serve the building.

Disbursement applied between 2018 and 2034, all assistance shall be through an annual post-project reimbursement (i.e. PayGo); the amount of financial assistance in any given year shall not exceed Eighty (80%) of the annual incremental taxes for the impacted parcels and the period over which the financial assistance shall be applied or disbursed shall not exceed fifteen (15) years.

Allocation \$1,500,000

Project 2:

Purpose: provide a source of gap funding for Parc on Lac La Belle project on parcels with more development challenges (e.g. contractor & materials shortages)

Disbursement applied between 2019 and 2034, all assistance shall be negotiated through a development agreement acceptable to the City and Joint Review Board; the amount of financial assistance in any given year shall not exceed Eighty percent (80%) of the annual incremental taxes for the impacted parcels and the period over which the financial assistance shall be applied or disbursed shall not exceed fifteen (15) years. The project will implement public pedestrian connections (see Improvement 6 below) from Veterans Memorial Park along Lac La Belle shoreline toward City Beach.

Allocation \$1,500,000

Project 3:

Purpose: provide façade funding to encourage Main Street property owners to improve and enhance the front and rear building appearances for the aesthetic improvement of the district and Downtown Oconomowoc.

Disbursement applied between 2020 and 2034, all assistance shall be through increment generated after initial obligations have been recovered and the period over which the financial assistance shall be applied or disbursed shall not exceed fifteen (15) years.

Allocation: \$500,000

Improvement 2:

Parking reorganization and Water Access Improvements

Infrastructure: City Beach Parking, Watercraft Access reconstruction

Details: Improve existing or create new parking facilities adjacent to development project. Improve existing ingress and egress for City Beach Park and address safety issues and conflicts between park and lake access users.

Purpose: Improve parking facilities and increase flexibility with adjacent City lands. Enhance area by separating City Beach Park parking and those accessing Lac Labelle. The existing water access location was constructed over 30 years ago and is in need of improvement. Launch fees alone cannot support the funds necessary to improve the needed infrastructure.

Allocation \$1,500,000

Improvement 5:

Infrastructure: streetscape

Details: Reconstruct streetscape amenities consistent with existing Downtown areas on W. WI Ave and Main Street.

Purpose: Enhance area by extending street trees and outlets to extend downtown holiday avenue of lights, pavers, bike racks, benches and trash receptacles.

Allocation \$175,000

Improvement 6:

Infrastructure: Pedestrian Amenities

Details: Implement pedestrian connections from Downtown Plan.

Purpose: Enhance area by extending pathway from Veterans Memorial Park to City Beach /Community Center along the shoreline of Lac La Belle.

Allocation \$200,000

Improvement 7:

Professional Services & Administration

Details funds directed towards City staff for time used on marketing, research, analysis, and managing the TID. May also include 3rd party review of Development proforma and project costs to verify project gap assistance provided.

Purpose cover administrative costs from the appropriate source

Allocation \$560,000

Disbursement annual payments, 2016 through 2036, starting at \$80,000/yr. for the first two years, and \$50,000 for the remaining years or the final year before dissolution.

Improvement 8:

Other Eligible Projects

The following is a general list of potential public works and other projects for which the City may encumber funds in conjunction with this Plan. This list is provided to provide options for projects that may not be identified at present, but may become necessary in the future. Again, the City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

1. Property, right-of-way, and easement acquisition
 - a. Property acquisition for development or redevelopment
 - b. Property acquisition for conservancy
 - c. Acquisition of right-of-way
 - d. Acquisition of easements
 - e. Relocation costs
2. Site preparation activities
 - a. Environmental audits and remediation
 - b. Demolition
 - c. Site grading
3. Utilities
 - a. Sanitary sewer system improvements
 - b. Water system improvements
 - c. Stormwater management system improvements
 - d. Other utilities, including electric service, gas service, and communications infrastructure
4. Streets and streetscape
 - a. Street improvements
 - b. Streetscaping and landscaping
 - c. Pedestrian and bicycle infrastructure
 - d. Development incentives including grants and loans
5. Administrative costs, including those paid to the City or consultants for services rendered
6. Financing costs
7. Projects outside TID 5 provided that
 - a. The project area is located within the corporate boundary of the City of Oconomowoc; and
 - b. The Joint Review Board approves the project.

Allocation: \$100,000

Tax Incremental District #5

Project List

Development Incentive: Loan & Grants – Eagles Landing	1,500,000
Parc on Lac LaBelle	1,500,000
Façade Improvements	500,000
Parking & Water Access Improvements	1,500,000
Street Improvement & Streetscape	175,000
Pedestrian Amenities	200,000
Other Eligible Projects	100,000
Professional Services & TID Administration	560,000
Projects Total	\$6,035,000

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan. It is however the intent of the City and the Plan to not exceed the \$6,035,000 projects total.

Economic Feasibility

This section demonstrates that the proposed TID 5 is economically feasible, given that:

1. The City expects to have cash available to pay for project costs as they are incurred or has the means to secure the necessary financing.
2. The City expects to complete the projects in one or more phases, and can adjust the timing of implementation as needed to coincide with the pace of private development
3. The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects.

Financial audits will be done in accordance with Wisconsin Statutes 66.46.

Financing Methods

TID 5 will function primarily as a "pay as you go" TID, meaning the City will plan completion of payments and projects based on the availability of increment, though it may also obtain funding in the form of:

1. Cash received from grants or other sources
2. General obligation bonds or notes, so long as the principal amount of general obligation debt is not greater than five percent (5%) of its total equalized value (including increment values)
3. Notes issued to developers

Projected Property Tax Increment

The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects. Map 6 shows the manner in which the area will be redeveloped. The City believes that this major project, with a high probability of being completed in the next

few years (given preliminary discussions with interested parties), will serve as catalysts for additional development within and surrounding the TID.

		2016 Assessed Value	2016 Property Taxes
Current			
OCOC 560-027		0	0
OCOC 0560-171		514,500	8,507.59
OCOC 0560-172-001		724,600	11,981.73
OCOC 0560-173-001		542,100	8,963.98
OCOC 0560-174-001		0	0
OCOC 0563-099-001		0	0
OCOC 0563-112-001		0	0
OCOC 0563-110		172,600	2,854.06
OCOC 0563-111		189,600	3,135.16
OCOC 0563-113		588,000	9,722.95
OCOC 0563-334		368,700	6,096.69
OCOC 0563-335		180,500	2,984.68
OCOC 0563-336		485,100	8,021.45
OCOC 0563-337		295,700	4,889.61
OCOC 0563-338		197,000	3,257.52
OCOC 0563-339		403,800	6,677.10
OCOC 0563-340		185,400	3,065.71
OCOC 0563-341		147,800	2,443.97
OCOC 0563-342		141,200	2,334.83
OCOC 0563-343		196,700	3,252.58
OCOC 0563-344		348,500	5,762.67
Total Existing Value		5,681,800	93,952.28
Estimated New Value		45,881,800	
Increment Value		40,200,000	

Table 4. Projected increment for Site

Redevelopment Site:

Parc On Lac La Belle Site. This .92-acre site is located on the shores of Lac La Belle in the western portion of Downtown Oconomowoc on the north side of Wisconsin Avenue. It is a site that currently includes a multi-family structure with 16 small units and transient tenants, a single family structure converted into a 3 unit usage, and a vacant single family rental property. With the lakefront location, and access to Downtown Oconomowoc amenities, the site offers great potential for owner occupied residential use, including a combination of condominium units (Table 4).

Given the catalytic nature of the Parc On Lac La Belle project, there is good probability that additional redevelopment may also occur, thus generating additional development activity. Should this happen, City staff, along with the Common Council, will explore possibilities for additional public improvements beyond the scope of those mentioned in this plan.

The approved Parc condominiums would include two towers, four and five stories each with two units per floor for a total of 17 units. It is anticipated the development would have a value of 20 million dollars. Certified Survey Map (CSM) of site is included in Appendix C.

Eagles Landing at Lac La Belle Site: This .91 acre site is also located on the shores of Lac La Belle. It is a site that currently includes an American Legion hall, restaurant and a multi-family structure.

The proposed Eagle's Landing project would entail a 5 story, 6 level structure with 21 condominium units, underground parking, a restaurant, and an American Legion unit. It is anticipated the development would have a value of 20 million dollars.

Certified Survey Map (CSM) of site is included in Appendix C.

TID 5 Pro Forma

The entire pro forma can be found in Appendix E, and is built on the following assumptions:

1. Development at the catalytic sites could be phased over multiple calendar years
2. New Increment is a conservative estimate of what can be created at each site
4. The Property Tax Rate assumes a declining range from \$17.40 to \$17.17 per \$1,000 of assessed value through the life of the TID.
5. Incentives: PayGo expenditures are dependent on actual increment created
6. Infrastructure: No debt service expenditures are anticipated
7. Administration and Professional Services expenditures to remain steady throughout the life of the TID

The pro forma shows that TID 5 will be sufficiently funded to complete listed projects before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with Wisconsin Statutes.

Required Documentation

Relocation

The City will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property as a direct result of eminent domain proceedings commenced by the City against the subject property. Relocation services will be provided by City specialists with funds provided through TIF, the City or the City of Oconomowoc Community Development Authority.

Non-Project Costs

In the event that TID 5 demonstrates that it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all eligible costs in other municipal TIDs, the district may become a donor to other active TIDs.

Promotion of Orderly Growth

Land use development in the city is guided by the Comprehensive Plan, adopted by the Common Council in 2012. Development of the plan relied heavily on the participation of the citizens of the city. The plan is in

compliance with the State of Wisconsin's Smart Growth requirements, and provides city leaders with a guide to use while assessing policy and development proposals.

This Project Plan for TID 5 is developed in compliance with these plans and general City policies in order to promote orderly and consistent growth. Map 6 shows the manner in which the area will be redeveloped.

Proposed Changes to City Plans and Ordinances

Master Plan. The City updated its Comprehensive Plan in 2012. The planned uses in the TID 5 are consistent with existing planning documents and have been incorporated into future planning documents. This TID plan is also consistent with the implementation elements of the Downtown Oconomowoc Revitalization Plan.

Official Map. All streets included in the TID 5 Plan area are included on the official Map for the City of Oconomowoc. The proposed redevelopment project does not impact the existing City street system.

Zoning. The parcels within TID 5 are consistent with City zoning requirements. The zoning classifications and standards used in the project approvals are consistent with the City Comprehensive Plan and the Downtown Oconomowoc Revitalization Plan.

Building Codes.

City building codes will not be changed to accommodate TID 5 activities.

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262) 548-1340
Facsimile (262) 548-9211
Email: sriffle1@aol.com

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE
COURT COMMISSIONER
ERIC J. LARSON

REVZY D. BITAR
RICK D. TRINDL
PAUL E. ALEX
R. VALJON ANDERSON
MATTEO REGINATO
LUKE A. MARTELL
SAVANNA S. SCHMID

May 3, 2017

Members of the City of Oconomowoc
Common Council
174 E Wisconsin Avenue
Oconomowoc, WI 53066

Re: Tax Increment District #5
Downtown W. Wisconsin Avenue Project

Dear Council Members:

I have received and reviewed the Project Plan for the proposed City of Oconomowoc Tax Incremental District Number 5. In my opinion, the draft Project Plan is complete and meets the legal definition under §66.1105 (2) (g) Wis. Stats. The draft Project Plan is in form that may now be presented before the public hearing under §66.1105 (4) (a) and considered for adoption by the planning commission under §66.1105 (4) (d) Wis. Stats.

Very truly yours,


H. Stanley Riffle
HSR/see



Appendix B: Downtown Oconomowoc Revitalization Poster Plan –

VISION for a VITAL Downtown

Thesis Statement

Downtown Oconomowoc is the historic heart and face of the community where all forms of necessary life occur together: retail, services, government, neighborhood, employment, recreation and education. Since the early 1900s, the City of Oconomowoc has been a community that has been shaped by the desire to create a vibrant downtown. The City of Oconomowoc is a community that has been shaped by the desire to create a vibrant downtown. The City of Oconomowoc is a community that has been shaped by the desire to create a vibrant downtown.

Planning & Revitalization Goals

- Establish Downtown Oconomowoc as an important center for the community and the region, including residential, cultural, commercial, and recreational uses, and to be a center for the community and the region.
- Improve public access to the downtown through improvements in the street, transit, parking, and other transportation modes.
- Reduce the need for off-site parking and other transportation modes by strengthening the transit system, and other transportation modes.
- Reduce the historic character of Downtown Oconomowoc while accommodating new urban development.
- Strengthen Downtown Oconomowoc as the heart of Lake County through better utilization of the historic and historic buildings.
- Strengthen Downtown Oconomowoc as a center for the community and the region, including residential, cultural, commercial, and recreational uses, and to be a center for the community and the region.
- Improve access to downtown Oconomowoc and surrounding communities, and to the THCA, the public library, the community center, and other public facilities.
- Identify new development within the Downtown THCA as local public improvements for transit, parking, transit, and other transportation modes.
- Reduce environmentally friendly transportation modes.
- Build partnerships between the State, local government and the private sector to accomplish revitalization goals.

City of Oconomowoc
Wisconsin



Adopted June 2006

Downtown

Revitalization Plan & Market Analysis



Servicing the Community to the Planning Process

Since 2005, the City of Oconomowoc has been involved in a number of planning efforts. The City of Oconomowoc has been involved in a number of planning efforts. The City of Oconomowoc has been involved in a number of planning efforts.

A project planning committee was formed that included representatives from various groups within the community, including the City of Oconomowoc, the Oconomowoc Chamber of Commerce, the Oconomowoc Historical Society, and the Oconomowoc Historical Society.

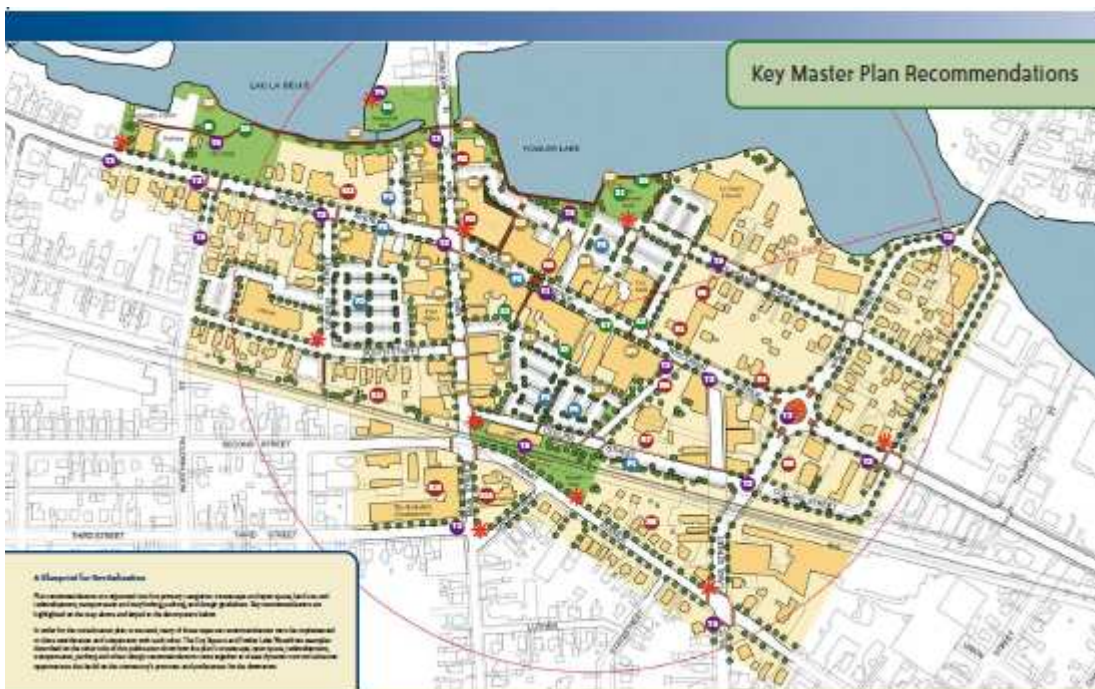
A total of 11 meetings were held during the planning process to discuss the plan and other public input. The meetings were held during the planning process to discuss the plan and other public input. The meetings were held during the planning process to discuss the plan and other public input.

While the plan was being developed, the City of Oconomowoc was also involved in a number of other planning efforts. The City of Oconomowoc was also involved in a number of other planning efforts. The City of Oconomowoc was also involved in a number of other planning efforts.

Assessing the Downtown Marketplace

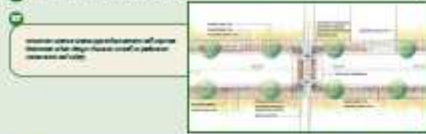
The plan was developed based on a number of factors, including the current state of the downtown marketplace. The plan was developed based on a number of factors, including the current state of the downtown marketplace. The plan was developed based on a number of factors, including the current state of the downtown marketplace.

- Real Estate Trends:** The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses.
- Employment:** The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses.
- Real Estate Trends:** The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses.
- Employment:** The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses.
- Real Estate Trends:** The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses.
- Employment:** The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses. The Oconomowoc marketplace is a mix of residential and commercial uses.



Streetscape & Open Space

- 10 The City 180 Street Lake Boulevard is proposed as a future pedestrian way to the downtown district with the extension to Boulevard Park and City Hall via a continuous sidewalk path to facilitate walking along the City Hall District. The path will also connect directly to the downtown pedestrian and transit zone.
- 11 Public space improvements along City Hall.
- 12 Pedestrian sidewalks with 40' pedestrian easement.
- 13 Improvements to City Hall including installation of existing concrete areas and integration of existing parking to expand pedestrian space.
- 14 Sidewalk improvements between City Hall and St. Paul's Church with 40' pedestrian easement.
- 15 Pedestrian sidewalks along St. Paul's Church.



Transportation & Wayfinding

- 16 Provide additional walking routes from Downtown Lake Boulevard to the downtown district. This is necessary as the long block from a pedestrian perspective and a road block crossing through the downtown district makes it difficult to walk along the street. The proposed path will connect the downtown district to the downtown district.
- 17 Provide additional transportation walking routes and connect to existing pedestrian and pedestrian walking routes. This is necessary as the long block from a pedestrian perspective and a road block crossing through the downtown district makes it difficult to walk along the street. The proposed path will connect the downtown district to the downtown district.
- 18 Improve a series of street improvements to enhance traffic conditions on Boulevard Avenue and Main Street while allowing newly identified and needed parking in downtown district and improve transportation to the downtown district and improve transportation to the downtown district.
- 19 There are no current or future plans to provide for Boulevard Park to long-term and improve downtown from across Lake Boulevard.
- 20 The City proposes a series of traffic and traffic improvements to enhance the downtown district with the necessary and again. The proposed path will connect the downtown district to the downtown district.

Wayfinding

- Wayfinding improvements to downtown Transportation are needed to guide visitors to key downtown destinations. Key components of the project include:
 - A downtown district signage system that directs visitors to the downtown district and key downtown destinations.
 - A downtown district signage system that directs visitors to key downtown destinations.
 - A downtown district signage system that directs visitors to key downtown destinations.
 - A downtown district signage system that directs visitors to key downtown destinations.

Redevelopment & Land Use

- 10 Mixed use redevelopment with multi-story buildings housing in downtown district. Redevelopment to occur from the downtown district to the downtown district.
- 11 Redevelopment with ground floor retail and upper floors residential use.
- 12 Redevelopment with ground floor retail and upper floors residential use.
- 13 Mixed use redevelopment with multi-story buildings housing in downtown district. Redevelopment to occur from the downtown district to the downtown district.
- 14 Redevelopment with ground floor retail and upper floors residential use.
- 15 Redevelopment with ground floor retail and upper floors residential use.
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- 18 Redevelopment with ground floor retail and upper floors residential use.
- 19 Redevelopment with ground floor retail and upper floors residential use.
- 20 Redevelopment with ground floor retail and upper floors residential use.



Parking

- 10 Parking improvements along Boulevard Avenue and the City Hall District.
- 11 Redevelopment to occur parking space to increase the supply.
- 12 Redevelopment to occur parking space to increase the supply.
- 13 Redevelopment to occur parking space to increase the supply.
- 14 Redevelopment to occur parking space to increase the supply.
- 15 Redevelopment to occur parking space to increase the supply.
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- 17 Redevelopment to occur parking space to increase the supply.
- 18 Redevelopment to occur parking space to increase the supply.
- 19 Redevelopment to occur parking space to increase the supply.
- 20 Redevelopment to occur parking space to increase the supply.

Parking Management Strategy

- The following represent recommended components of a parking management strategy which are used in evaluating the parking demand in downtown Transportation.
- Improve parking supply, identify clearly marked parking.
- Develop a comprehensive parking strategy for downtown Transportation that addresses the different forms of parking, including on-street, off-street, and shared parking.
- Improve the parking management system to ensure that all shared parking spaces are used to the maximum and that all shared parking spaces are used to the maximum.
- Develop a comprehensive parking strategy for downtown Transportation that addresses the different forms of parking, including on-street, off-street, and shared parking.
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Design Guidelines

Downtown Transportation District buildings, streets, and public spaces are designed to create a strong foundation for establishing a vibrant urban environment and community. Design teams and stakeholders are encouraged to use the design guidelines to create a vibrant urban environment and community.

General Design Guidelines are provided for Downtown Transportation to ensure that new development and redevelopment projects are consistent with the design guidelines and the overall vision of the district.

- Preservation of historically significant buildings.
- Rehabilitation of commercial and industrial buildings to ensure they reflect the design guidelines and the overall vision of the district.
- New use and development to complement the existing buildings and the overall vision of the district.
- The proposed design and planning of buildings should be consistent with the design guidelines and the overall vision of the district.

Implementation of the design guidelines will result in a vibrant urban environment for the City and the overall vision of the district. Design teams are encouraged to use the design guidelines to create a vibrant urban environment and community.



While the design guidelines generally require the design guidelines to be used in the City's existing building stock, the design guidelines also require the design guidelines to be used in the City's existing building stock.

Design teams are encouraged to use the design guidelines to create a vibrant urban environment and community.

- The use of the design guidelines to create a vibrant urban environment and community.
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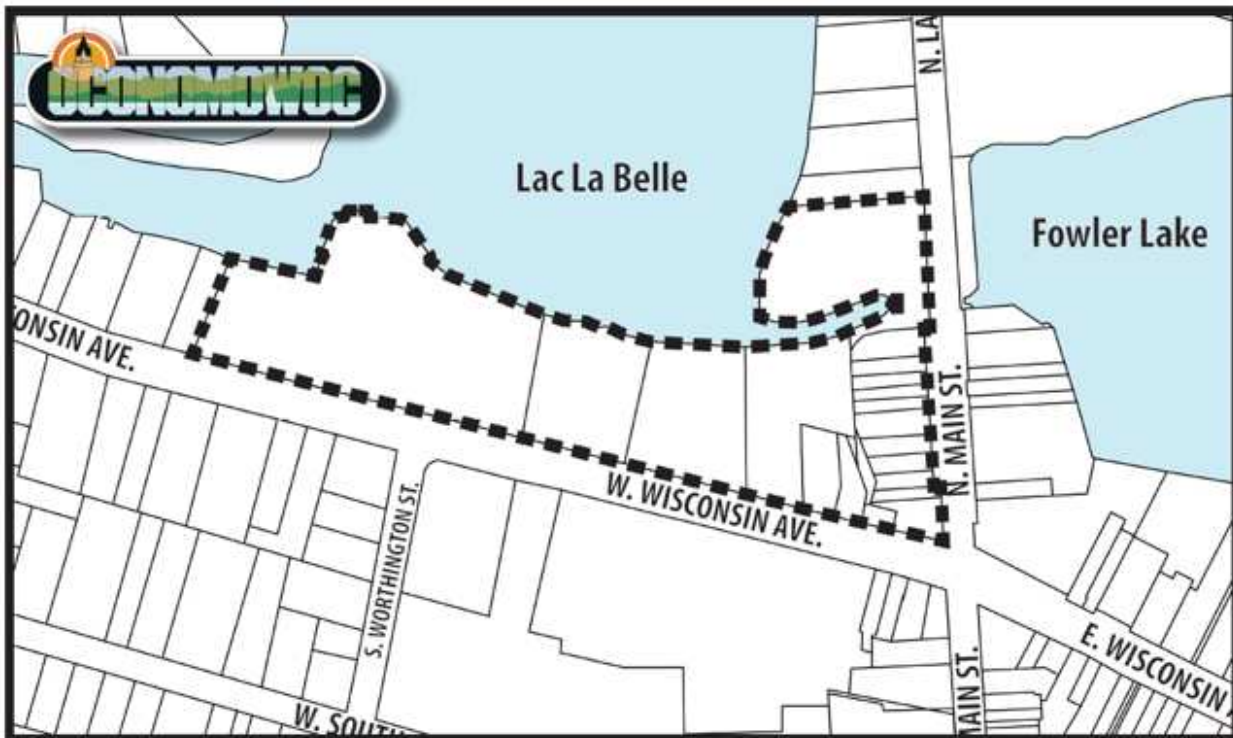
Design teams are encouraged to use the design guidelines to create a vibrant urban environment and community.

Appendix C: Legal Description for TID 5

Legal Description of West Wisconsin Avenue TIF District

Being a part of the SE 1/4 of Section 32 and part of the SW 1/4 of Section 33, T8N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the NW corner of the intersection of North Main Street and West Wisconsin Avenue, said point being the SE corner of Lot 1 of the North Main Street Assessor's Plat; thence northwesterly, along the northerly right-of-way line of West Wisconsin Avenue, 1250 feet more or less to the east line of lands at 324 W. Wisconsin Avenue and referenced as Tax Key No. 560-026; thence northerly, along the easterly line of said lands, 175 feet more or less to the ordinary high water line of Lac LaBelle; thence easterly and northerly along said ordinary high water line to the NW corner of Lot 2 of C.S.M. No. 11516; thence easterly, along said north line, to the westerly right-of-way line of North Main Street; thence southerly, along said westerly line to the place of beginning.



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 34 AND 35 OF WORTHINGTONS ADDITION,
LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T.8N.,
R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

SURVEYOR

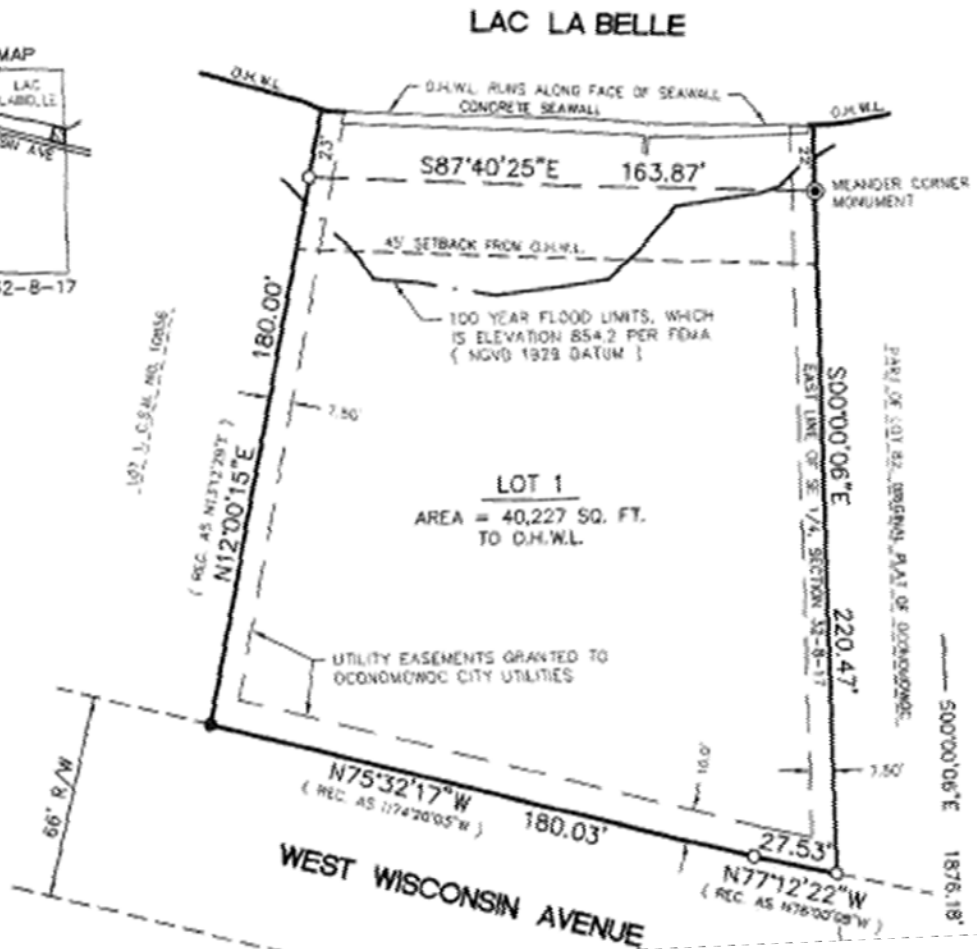
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI. 53066
(262)569-9331

SURVEY FOR

THE PARC ON LAC LABELLE LLC
175 E. WISCONSIN AVE, SUITE A
OCONOMOWOC, WI. 53066

LEGEND

- - CONC MON W/ BRASS CAP
- - 1.25" O.D. IRON PIPE SET, 18"
LONG, WT. = 1.68 LBS/LIN. FT.
- - PK NAIL SET IN CONCRETE SEAM



CERTIFIED SURVEY MAP NO. _____

BEING A PART OF LOTS 34 AND 35 OF WORTHINGTONS ADDITION,
LOCATED IN THE NE 1/4 OF THE SE 1/4 OF SECTION 32, T.8N., R.17E.,
CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, MARK A. POWERS, professional land surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped a part of Lots 34 and 35 of Worthingtons Addition, located in the NE 1/4 of the SE 1/4 of Section 32, T.8N., R.17E., City of Oconomowoc, Waukesha County, Wisconsin more fully described as follows:

Beginning at a meander corner monument on the East line of said SE 1/4, located near the southerly shoreline of Lac LaBelle and lying $S00^{\circ}00'06''E$, along said East line, 22 feet more or less from the ordinary high water line of Lac LaBelle; thence $S00^{\circ}00'06''E$, along said East line, 220.47 feet to the northerly right-of-way line of West Wisconsin Avenue; thence $N77^{\circ}12'22''W$, along said northerly line, 27.53 feet to a point; thence continuing along said northerly line, $N75^{\circ}32'17''W$, 180.03 feet to the SE corner of Lot 1 of C.S.M. No. 10856; thence $N12^{\circ}00'15''E$, along the easterly line of said Lot 1, 180.00 feet to a meander point, said point lying $S12^{\circ}00'15''W$, 23 feet more or less from the ordinary high water line of Lac LaBelle; thence $S87^{\circ}40'25''E$, along a meander line, 163.87 feet to the meander corner monument and the place of beginning. Also including all those lands lying between the above described meander line and the side lot lines as extended to the ordinary high water line of Lac LaBelle. Said lands containing 40,227 sq. ft. (0.923 acres) to the ordinary high water line of Lac LaBelle.

THAT I have made such survey, land division, and map by the direction of The Parc on Lac LaBelle LLC, owner 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 236.34 of the Wisconsin State Statutes and the subdivision regulations of the City of Oconomowoc, in surveying, dividing, and mapping the same.

Dated this 1st day of October, 2015.

Mark A. Powers
Mark A. Powers, P.L.S. 1701

Reviewed 10/23/15



Legal Description & CSM for Eagles Landing

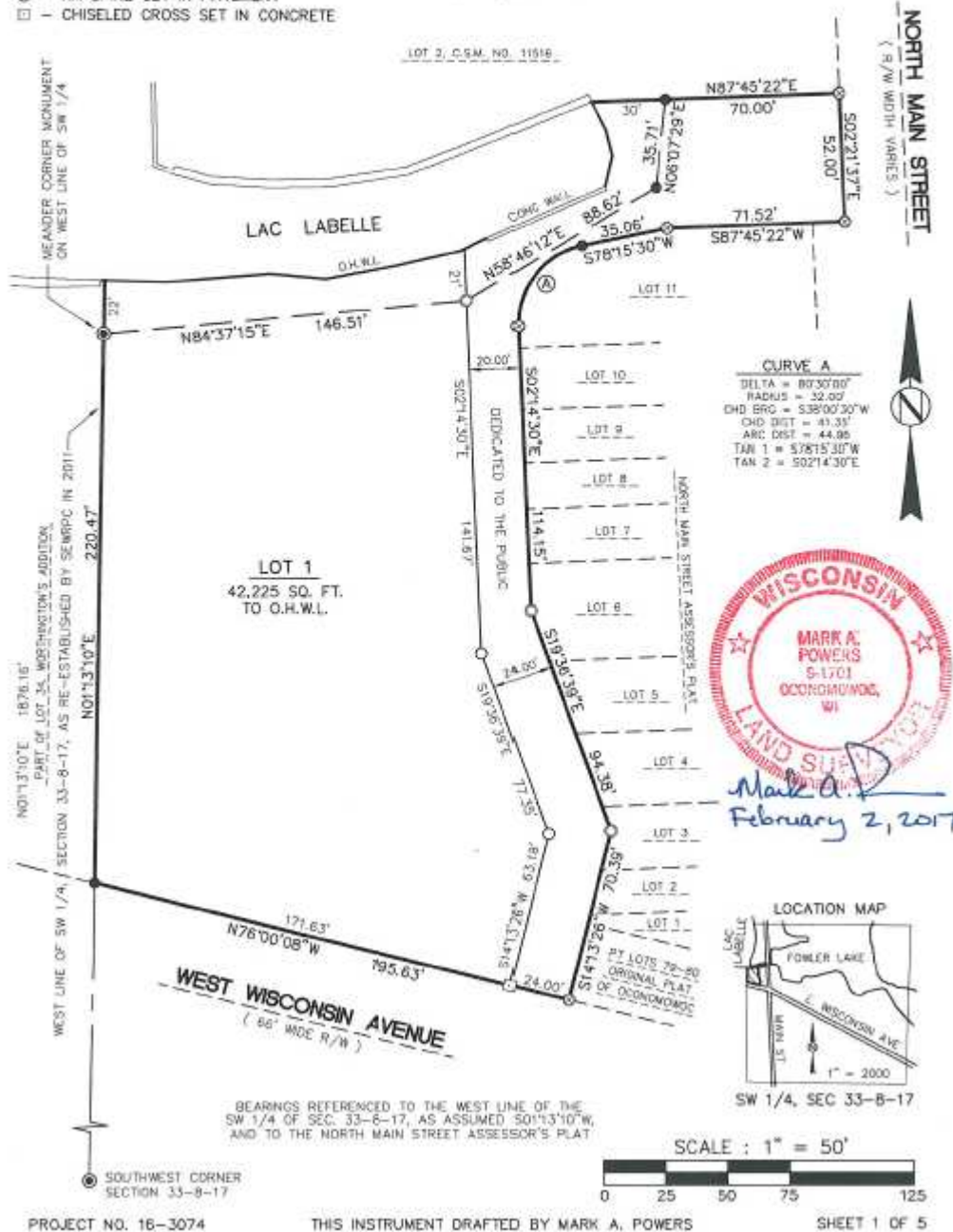
CERTIFIED SURVEY MAP NO.

BEING ALL OF LOT 1 OF C.S.M. NO. 11518; ALSO ALL OF LOT 82 AND PART OF LOTS 78 THROUGH 81, ALL IN THE ORIGINAL PLAT OF OCONOMOWOC; ALSO A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 33, T.8N., R.17E., CITY OF OCONOMOWOC, WAUKESHA COUNTY, WI.

- LEGEND**
- ⊙ - CONC MON W/ BRASS CAP
 - - 1.25" DIA. IRON PIPE FOUND
 - ⊖ - RR SPIKE FOUND IN PAVEMENT
 - ⊗ - CHISELED CROSS FOUND IN CONC
 - - RR SPIKE SET IN PAVEMENT
 - ⊠ - CHISELED CROSS SET IN CONCRETE

SURVEYOR
MARK A. POWERS, PLS 1701
LAKE COUNTRY ENGINEERING, INC.
970 S. SILVER LAKE ST., SUITE 105
OCONOMOWOC, WI. 53066
(262)569-9331

SURVEY FOR
TEN POINT PROPERTIES, INC.
W330 N6233 HASSLINGER DR
NASHOTAH, WI. 53058



CERTIFIED SURVEY MAP NO. _____

BEING ALL OF LOT 1 OF C.S.M. NO. 11516; ALSO ALL OF LOT 82 AND PART OF LOTS 78 THROUGH 81, ALL IN THE ORIGINAL PLAT OF OCONOMOWOC; ALSO A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 33, T8N, R17E, CITY OF OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, MARK A. POWERS, professional land surveyor, do hereby certify:

THAT I have surveyed, divided, and mapped all of Lot 1 of Certified Survey Map No. 11516; also all of Lot 82 and part of Lots 78 through 81, all in the Original plat of the Village (now city) of Oconomowoc; also a part of the NW 1/4 of the SW 1/4 of Section 33, T8N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:
Beginning at a meander corner monument on the West line of said SW 1/4; said point lying N01°13'10"E, along said West line, 1876.16 feet from the Southwest corner of said Section 33 and lying S01°13'10"W, along said West line, 22 feet more or less from the ordinary high water line of Lac LaBelle; thence N84°37'15"E, along a meander line, 146.51 feet to a point; thence N58°46'12"E, along a meander line, 88.62 feet to a point; thence N06°07'29"E, along a meander line, 35.71 feet to the terminus of said meander line, said point being on the north line of Lot 1 of C.S.M. No. 11516 and lying N87°45'22"E, along said north line, 30 feet more or less from the ordinary high water line of Lac LaBelle; thence N87°45'22"E, 70.00 feet to the westerly right-of-way line of North Main Street; thence S02°21'37"E, along said westerly line, 52.00 feet to a point on the northerly line of the North Main Street Assessor's Plat, as extended; thence along the northerly and westerly line of said assessor's plat, and as extended, on the following described courses; thence S87°45'22"W, 71.52 feet to a point; thence S78°15'30"W, 35.06 feet to a point of curvature; thence 44.96 feet along the arc of a curve to the left, with a radius of 32.00 feet, whose chord bears S38°00'30"W, 41.35 feet to a point of tangency; thence S02°14'30"E, 114.15 feet to a point; thence S19°36'39"E, 94.38 feet to a point; thence S14°13'26"W, 70.39 feet to the northerly right-of-way line of West Wisconsin Avenue; thence N76°00'08"W, along said northerly line, 195.63 feet to the West line of said SW 1/4; thence N01°13'10"E, along said West line, 220.47 feet to the place of beginning. Also including all those lands lying between the above described meander line and the side lot lines as extended to the ordinary high water line of Lac LaBelle. Said lands containing 54,858 sq. ft. (1.259 acres)

THAT I have made such survey, land division, and map by the direction of Ten Point Properties Inc., owner 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 236.34 of the Wisconsin State Statutes and the subdivision regulations of the City of Oconomowoc in surveying, dividing, and mapping the same.

Dated this 2nd day of February, 2017.

Mark A. Powers
Mark A. Powers, P.L.S. 1701



Appendix D : Redevelopment Parcel Needs Analysis

TID #5: W. Wisconsin Avenue Redevelopment																		
Parcel	Address	Acres	Zoning	Existing Structure/ Current Use	Dilapidated - serious building Deficiencies	Deterioration Age/ Obsolescence/ No longer suites purpose built for	Faulty Street or Lot Layout	Unsafe Conditions	Obsolete Platting	Diversity of Ownership	Deterioration of Structure	Deterioration of Site Improvement	Impairs Sound Growth	Acres in Need of Rehabilitation or Conservation	Notes			
OCOC 560-027	324 W. WI Ave	2.729	I	City Beach								X			unsafe parking & water access			
OCOC 0560-171	136 W. WI Ave	0.264	MC	House		X			X	X			X	0.264				
OCOC 0560-172-001	144 W. WI Ave	0.392	MC	House		X				X	X		X	0.392				
OCOC 0560-173-001	204 W. WI Ave	0.23	MC	Apartment Building		X				X	X		X	0.23				
OCOC 0560-174-001	220 W. WI Ave	0.36	I	Community Center														
OCOC 0563-099-001	N/A	1.116	I	Veterans Park								X		1.116	Parking lot improvements needed			
OCOC 0563-112-001	N/A	0.19	MC	Parking lot		X				X		X	X	0.19				
OCOC 0563-110	114 W. WI Ave	0.04	MC	Office Building		X			X	X	X		X	0.04				
OCOC 0563-111	116 W. WI Ave	0.1	MC	Multi-family Rental		X			X	X	X		X	0.1				
OCOC 0563-113	128 W. WI Ave	0.81	MC	Vacant Restaurant		X				X	X		X	0.81				
OCOC 0563-334	102 N. Main St	0.112	MC	Multi-tenant Commercial		X				X	X			0.112				
OCOC 0563-335	110 N. Main St	0.047	MC	Multi-tenant Commercial		X				X				0.047				
OCOC 0563-336	112 N. Main St	0.057	MC	Multi-tenant Commercial						X				0.057				
OCOC 0563-337	114 N Main St	0.069	MC	Restaurant						X				0.069				
OCOC 0563-338	116 N. Main St	0.075	MC	Multi-tenant Commercial		X				X	X			0.075				
OCOC 0563-339	120 N. Main St	0.11	MC	Multi-tenant Commercial		X				X	X			0.11				
OCOC 0563-340	124 N. Main St	0.062	MC	Multi-tenant Commercial		X			X	X	X			0.062				
OCOC 0563-341	126 N. Main St	0.051	MC	Multi-tenant Commercial		X			X	X	X			0.051				
OCOC 0563-342	128 N. Main St	0.057	MC	Multi-tenant Commercial		X			X	X	X			0.057				
OCOC 0563-343	132 N. Main St	0.069	MC	Multi-tenant Commercial		X			X	X	X			0.069				
OCOC 0563-344	134 N Main St	0.116	MC	Multi-tenant Commercial		X				X				0.166				
		7.056												4.017				
Area in Need of Rehabilitation:														57%				

Appendix E: TID 5 Pro Forma

City of Oconomowoc

Tax Increment District #5

Estimated Project List

		Phase I 2018		Phase II 2019		Phase III 2020 +	Total (Note 1)
Project ID	Project Name/Type						
1	Development Incentive - Eagle's Landing	1,500,000					1,500,000
2	Development Incentive - Parc on Lac La Belle			1,500,000			1,500,000
3	Downtown Business Improvement Grants - N. Main Street	250,000		250,000			500,000
4	Parking Reorganization & Water Access Improvements					1,500,000	1,500,000
5	Streetscaping	75,000		100,000			175,000
6	Pedestrian Amenities	200,000					200,000
7	Professional Services & Administrative Costs	80,000		80,000		400,000	560,000
8	Other Eligible Projects	100,000					100,000
Total projects		2,205,000		1,930,000		1,900,000	6,035,000

Notes:

Note 1 Project costs have been provided by the City and are estimates subject to modification

City of Oconomowoc

Tax Increment District #5

Development Assumptions

Construction Year	Decrement	Eagle's Landing ¹	Parc on Lac La Belle ²	Downtown Businesses ³	Annual Total	Construction Year
1 2017	(1,179,500)	1,000,000			(179,500)	2017 1
2 2018		15,000,000	1,000,000		16,000,000	2018 2
3 2019		2,000,000	16,500,000		18,500,000	2019 3
4 2020		1,500,000	2,500,000		4,000,000	2020 4
5 2021		500,000		50,000	550,000	2021 5
6 2022					0	2022 6
7 2023				50,000	50,000	2023 7
8 2024					0	2024 8
9 2025				50,000	50,000	2025 9
10 2026					0	2026 10
11 2027				50,000	50,000	2027 11
Totals	<u>(1,179,500)</u>	<u>20,000,000</u>	<u>20,000,000</u>	<u>200,000</u>	<u>39,020,500</u>	

Notes:

¹ Provided by Developer - The amount is based upon buildout and anticipated minimum value guarantee requirement.

² Provided by Developer - The amount is based upon buildout and anticipated minimum value guarantee requirement.

³ Increased values due to improvements from the façade improvement program.

City of Oconomowoc

Tax Increment District #5

Eagle's Landing Increment

Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	5,681,800	Apply to Base Value
District Creation Date	January 1, 2017	Appreciation Factor	0.50%	
Valuation Date	Jan 1, 2017	Base Tax Rate	\$17.40	
Max Life (Years)	27	Rate Adjustment Factor	-0.05%	
Expenditure Period/Termination Revenue	22	1/1/2039		
Periods/Final Year	27	2045		
Extension Eligibility/Years	Yes	3		
Recipient District	Yes			
		Tax Exempt Discount Rate	3.00%	
		Taxable Discount Rate	4.00%	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2017	(437,000)	2018	0	-437,000	2019	\$17.40	-7,602	-7,380
2	2018	15,000,000	2019	-2,185	14,560,815	2020	\$17.39	253,167	231,253
3	2019	2,000,000	2020	72,804	16,633,619	2021	\$17.38	289,061	495,785
4	2020	1,500,000	2021	83,168	18,216,787	2022	\$17.37	316,416	776,917
5	2021	500,000	2022	91,084	18,807,871	2023	\$17.36	326,519	1,058,575
6	2022		2023	94,039	18,901,910	2024	\$17.35	327,988	1,333,259
7	2023		2024	94,510	18,996,420	2025	\$17.34	329,463	1,601,143
8	2024		2025	94,982	19,091,402	2026	\$17.33	330,945	1,862,394
9	2025		2026	95,457	19,186,859	2027	\$17.33	332,433	2,117,176
10	2026		2027	95,934	19,282,793	2028	\$17.32	333,928	2,365,650
11	2027		2028	96,414	19,379,207	2029	\$17.31	335,430	2,607,971
12	2028		2029	96,896	19,476,103	2030	\$17.30	336,939	2,844,293
13	2029		2030	97,381	19,573,484	2031	\$17.29	338,454	3,074,764
14	2030		2031	97,867	19,671,351	2032	\$17.28	339,976	3,299,528
15	2031		2032	98,357	19,769,708	2033	\$17.27	341,505	3,518,727
16	2032		2033	98,849	19,868,557	2034	\$17.27	343,041	3,732,499
17	2033		2034	99,343	19,967,899	2035	\$17.26	344,584	3,940,978
18	2034		2035	99,839	20,067,739	2036	\$17.25	346,134	4,144,295
19	2035		2036	100,339	20,168,078	2037	\$17.24	347,690	4,342,578
20	2036		2037	100,840	20,268,918	2038	\$17.23	349,254	4,535,952
21	2037		2038	101,345	20,370,263	2039	\$17.22	350,825	4,724,537
22	2038		2039	101,851	20,472,114	2040	\$17.21	352,403	4,908,454
23	2039		2040	102,361	20,574,474	2041	\$17.21	353,988	5,087,816
24	2040		2041	102,872	20,677,347	2042	\$17.20	355,580	5,262,738
25	2041		2042	103,387	20,780,734	2043	\$17.19	357,179	5,433,329
26	2042		2043	103,904	20,884,637	2044	\$17.18	358,785	5,599,695
27	2043		2044	104,423	20,989,060	2045	\$17.17	360,399	5,761,943
Totals		18,563,000		2,426,060		Future Value of Increment		8,744,482	

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of Oconomowoc

Tax Increment District #5

Parc Increment

Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	5,681,800	
District Creation Date	January 1, 2017	Appreciation Factor	0.50%	Apply to Base Value
Valuation Date	Jan 1, 2017	Base Tax Rate	\$17.40	
Max Life (Years)	27	Rate Adjustment Factor	-0.05%	
Expenditure Period/Termination Revenue	22			
Periods/Final Year	27			
Extension Eligibility/Years	Yes	Tax Exempt Discount Rate	3.00%	
Recipient District	Yes	Taxable Discount Rate	4.00%	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2017	(742,500)	2018	0	-742,500	2019	\$17.40	-12,916	-12,540
2	2018	1,000,000	2019	-3,713	253,788	2020	\$17.39	4,413	-8,340
3	2019	16,500,000	2020	1,269	16,755,056	2021	\$17.38	291,172	258,083
4	2020	2,500,000	2021	83,775	19,338,832	2022	\$17.37	335,905	556,530
5	2021		2022	96,694	19,435,526	2023	\$17.36	337,416	847,588
6	2022		2023	97,178	19,532,704	2024	\$17.35	338,933	1,131,439
7	2023		2024	97,664	19,630,367	2025	\$17.34	340,458	1,408,262
8	2024		2025	98,152	19,728,519	2026	\$17.33	341,989	1,678,231
9	2025		2026	98,643	19,827,161	2027	\$17.33	343,527	1,941,516
10	2026		2027	99,136	19,926,297	2028	\$17.32	345,072	2,198,282
11	2027		2028	99,631	20,025,929	2029	\$17.31	346,624	2,448,690
12	2028		2029	100,130	20,126,058	2030	\$17.30	348,183	2,692,899
13	2029		2030	100,630	20,226,689	2031	\$17.29	349,749	2,931,061
14	2030		2031	101,133	20,327,822	2032	\$17.28	351,322	3,163,326
15	2031		2032	101,639	20,429,461	2033	\$17.27	352,902	3,389,840
16	2032		2033	102,147	20,531,609	2034	\$17.27	354,489	3,610,746
17	2033		2034	102,658	20,634,267	2035	\$17.26	356,083	3,826,182
18	2034		2035	103,171	20,737,438	2036	\$17.25	357,685	4,036,284
19	2035		2036	103,687	20,841,125	2037	\$17.24	359,293	4,241,184
20	2036		2037	104,206	20,945,331	2038	\$17.23	360,909	4,441,011
21	2037		2038	104,727	21,050,057	2039	\$17.22	362,533	4,635,890
22	2038		2039	105,250	21,155,308	2040	\$17.21	364,163	4,825,944
23	2039		2040	105,777	21,261,084	2041	\$17.21	365,801	5,011,292
24	2040		2041	106,305	21,367,390	2042	\$17.20	367,446	5,192,052
25	2041		2042	106,837	21,474,227	2043	\$17.19	369,099	5,368,335
26	2042		2043	107,371	21,581,598	2044	\$17.18	370,759	5,540,254
27	2043		2044	107,908	21,689,506	2045	\$17.17	372,426	5,707,916
Totals		19,257,500		2,432,006		Future Value of Increment	8,775,433		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).



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City of Oconomowoc

Tax Increment District #5

Tax Increment Projection Worksheet

Total Increment

Type of District	Rehabilitation		Base Value	5,681,800	Apply to Base Value
District Creation Date	January 1, 2017		Appreciation Factor	0.50%	
Valuation Date	Jan 1,	2017	Base Tax Rate	\$17.40	
Max Life (Years)	27		Rate Adjustment Factor	-0.05%	
Expenditure Period/Termination Revenue	22	1/1/2039			
Periods/Final Year	27	2045			
Extension Eligibility/Years	Yes	3	Tax Exempt Discount Rate	3.00%	
Recipient District	Yes		Taxable Discount Rate	4.00%	

Construction Year		Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2017	-179,500	2018	0	-179,500	2019	\$17.40	-3,122	-3,032	-3,002
2	2018	16,000,000	2019	-898	15,819,603	2020	\$17.39	275,053	256,232	251,299
3	2019	18,500,000	2020	79,098	34,398,701	2021	\$17.38	597,786	803,291	782,729
4	2020	4,000,000	2021	171,994	38,570,694	2022	\$17.37	669,952	1,398,534	1,355,406
5	2021	550,000	2022	192,853	39,313,547	2023	\$17.36	682,513	1,987,276	1,916,383
6	2022	0	2023	196,568	39,510,115	2024	\$17.35	685,583	2,561,441	2,458,209
7	2023	50,000	2024	197,551	39,757,666	2025	\$17.34	689,534	3,122,095	2,982,198
8	2024	0	2025	198,788	39,956,454	2026	\$17.33	692,635	3,668,868	3,488,299
9	2025	50,000	2026	199,782	40,206,236	2027	\$17.33	696,616	4,202,766	3,977,733
10	2026	0	2027	201,031	40,407,268	2028	\$17.32	699,749	4,723,445	4,450,458
11	2027	50,000	2028	202,036	40,659,304	2029	\$17.31	703,762	5,231,858	4,907,609
12	2028	0	2029	203,297	40,862,600	2030	\$17.30	706,927	5,727,682	5,349,153
13	2029	0	2030	204,313	41,066,913	2031	\$17.29	710,106	6,211,230	5,775,625
14	2030	0	2031	205,335	41,272,248	2032	\$17.28	713,300	6,682,806	6,187,538
15	2031	0	2032	206,361	41,478,609	2033	\$17.27	716,508	7,142,705	6,585,389
16	2032	0	2033	207,393	41,686,002	2034	\$17.27	719,731	7,591,217	6,969,659
17	2033	0	2034	208,430	41,894,432	2035	\$17.26	722,968	8,028,625	7,340,812
18	2034	0	2035	209,472	42,103,904	2036	\$17.25	726,219	8,455,202	7,699,294
19	2035	0	2036	210,520	42,314,424	2037	\$17.24	729,485	8,871,217	8,045,539
20	2036	0	2037	211,572	42,525,996	2038	\$17.23	732,766	9,276,932	8,379,964
21	2037	0	2038	212,630	42,738,626	2039	\$17.22	736,062	9,672,602	8,702,972
22	2038	0	2039	213,693	42,952,319	2040	\$17.21	739,372	10,058,475	9,014,955
23	2039	0	2040	214,762	43,167,081	2041	\$17.21	742,698	10,434,794	9,316,287
24	2040	0	2041	215,835	43,382,916	2042	\$17.20	746,038	10,801,795	9,607,332
25	2041	0	2042	216,915	43,599,831	2043	\$17.19	749,393	11,159,709	9,888,442
26	2042	0	2043	217,999	43,817,830	2044	\$17.18	752,764	11,508,762	10,159,956
27	2043	0	2044	219,089	44,036,919	2045	\$17.17	756,149	11,849,172	10,422,201
Totals		39,020,500		5,016,419		Future Value of Increment		18,090,548		

Notes:

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

City of Oconomowoc

Tax Increment District #5

Estimated Financing Plan

Projects

	Municipal Revenue Obligation (MRO) 2017	Municipal Revenue Obligation (MRO) 2018
Development Incentive - Eagle's Landing	1,500,000	
Development Incentive - Parc on Lac La Belle		1,500,000
Downtown Business Improvement Loans - N. Main Street		
Parking Reorganization & Water Access Improvements		
Streetscaping		
Pedestrian Amenities		
Professional Services & Administrative Costs		
#REF!		
Total Project Funds	<u>1,500,000</u>	<u>1,500,000</u>
Estimated Finance Related Expenses		
Total Financing Required	1,500,000	1,500,000
Net Issue Size	1,500,000	1,500,000

Notes: The MRO's shown are to be negotiated.



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City of Oconomowoc																	
Tax Increment District #5																	
Cash Flow Projection -With Borrowed Funds & 80% Increment																	
Year	Projected Revenues					Expenditures								Balances		Year	
					Municipal Revenue Obligation (MRO) Eagle's Landing	Municipal Revenue Obligation (MRO) Parc on Lac La Belle	Downtown Business Improvement	Parking Reorganization & Water Access							Annual Surplus or City Advance		Cumulative
	Tax Increments	Interest Earnings/ (Cost) - 1%	Other Revenue	Total Revenues	\$ 1,500,000 80% of Increment	\$ 1,500,000 80% of Increment	Loans - N. Main St.	Improvements	Streetscaping	Pedestrian Amenities	Other Eligible Project	Admin.	Total Expenditures				
2017				0									0	0	0	2017	
2018				0	0	0	250,000	0	75,000	200,000	100,000	80,000	705,000	(705,000)	(705,000)	2018	
2019	0	(7,050)		(7,050)	0	0	250,000	0	100,000	0		80,000	430,000	(437,050)	(1,142,050)	2019	
2020	275,053	(11,421)		263,632	202,533	0	0	1,500,000	0	0		50,000	1,752,533	(1,488,901)	(2,630,951)	2020	
2021	597,786	(26,310)		571,476	231,249	232,937						50,000	514,187	57,289	(2,573,661)	2021	
2022	669,952	(25,737)		644,215	253,133	268,724						50,000	571,857	72,359	(2,501,303)	2022	
2023	682,513	(25,013)		657,500	261,215	269,933						50,000	581,148	76,353	(2,424,950)	2023	
2024	685,583	(24,249)		661,334	262,390	271,147						50,000	583,537	77,797	(2,347,153)	2024	
2025	689,534	(23,472)		666,062	263,570	272,366						50,000	585,936	80,126	(2,267,027)	2025	
2026	692,635	(22,670)		669,965	25,910	184,893						50,000	260,803	409,162	(1,857,865)	2026	
2027	696,616	(18,579)		678,038								50,000	50,000	628,038	(1,229,828)	2027	
2028	699,749	(12,298)		687,451									0	687,451	(542,377)	2028	
2029	703,762	(5,424)		698,338									0	698,338	155,961	2029	
2030	706,927	1,560		708,487									0	708,487	864,448	2030	
2031	710,106	8,644		718,751									0	718,751	1,583,199	2031	
2032	713,300	15,832		729,132									0	729,132	2,312,331	2032	
2033	716,508	23,123		739,632									0	739,632	3,051,963	2033	
2034	719,731	30,520		750,250									0	750,250	3,802,213	2034	
2035	722,968	38,022		760,990									0	760,990	4,563,203	2035	
2036	726,219	45,632		771,851									0	771,851	5,335,054	2036	
2037	729,485	53,351		782,836									0	782,836	6,117,890	2037	
2038	732,766	61,179		793,945									0	793,945	6,911,835	2038	
2039	736,062	69,118		805,180									0	805,180	7,717,016	2039	
2040	739,372	77,170		816,542									0	816,542	8,533,558	2040	
2041	742,698	85,336		828,033									0	828,033	9,361,591	2041	
2042	746,038	93,616		839,654									0	839,654	10,201,245	2042	
2043	749,393	102,012		851,406									0	851,406	11,052,651	2043	
2044	752,764	110,527		863,290									0	863,290	11,915,941	2044	
2045	756,149	119,159		875,309									0	875,309	12,791,250	2045	
Total	18,093,670	732,579	0	18,826,250	1,500,000	1,500,000	500,000	1,500,000	175,000	200,000	100,000	560,000	6,035,000			Total	
Notes: Projected TID Closure																	

TAX INCREMENT DISTRICT #6

Downtown E. WI Ave – St Paul Redevelopment Project Plan



City of Oconomowoc, Wisconsin

APPROVED: May 25, 2017

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Summary of Findings

As required by Wisconsin Statutes 66.1105, and as documented in this Project Plan and the exhibits contained and referenced herein, the following findings are made for the City of Oconomowoc Tax Increment Finance District Number Six (TID #6):

1. That “but for” the creation of TID 6, the development projected to occur as detailed in this Plan would not occur in the manner desired by the City because of challenges associated with:
 - a. Deterioration of existing structures and obsolescence of current use.
 - b. Blighted parcels that deter private investment; and
 - c. Additional costs associated with the rehabilitation of existing structures, and redevelopment of underutilized parcels; and
 - d. In order to make the areas included in the District suitable for development and/or redevelopment, the City and/or developer will need to make a substantial investment to pay for the cost of: property acquisition, site preparation, installation of utilities; environmental remediation, soil relocation; installation of streets and related streetscape items; development incentive and settlement payments and other costs associated costs in order to allow for development and/or redevelopment to occur within the District. Due to the extensive initial investment in public infrastructure and/or rehabilitation that is required in order to allow development and/or redevelopment to occur, the City has determined that redevelopment of the area will not occur solely as a result of private investment. Accordingly, the City finds that absent the use of TIF, redevelopment of the area is unlikely to occur.
2. The equalized value of taxable property of TID 6 plus the value increment of all existing tax increment districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality.
3. Given the vacant parcels, as well as the age and obsolescence of the existing structures in the area (67% of the 3.275 total acres), of the real property within TID 6 is in need of rehabilitation or conservation work, thereby exceeding the fifty percent (50%) threshold as defined in Wisconsin Statutes 66.1337 (2m)(b). The City conducted a rehabilitation parcel needs analysis which is provided in Appendix D.
4. The proposed activities in this Plan are in concurrence with Wisconsin Statutes 66.1337, which enable the City to conduct specific activities in a rehabilitation or conservation district; including:
 - a. A program of voluntary or compulsory repair and rehabilitation of buildings or other improvements; and
 - b. Acquisition of real property and demolition, removal or rehabilitation of buildings and improvements on the property where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, reduce traffic hazards, eliminate obsolete or other uses detrimental to the public welfare, to otherwise remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities; and
 - c. Installation, construction or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out an urban renewal project; and
 - d. The disposition, for uses in accordance with the objectives of the urban renewal project, of any property acquired in the area of the project.
5. The project costs in this Plan relate directly to rehabilitating or redeveloping parcels within TID 6 consistent with the purpose for which the District is created.

6. The economic benefits of TID 6, as measured by increased property value, employment, and (business and personal) income, more than compensate for the cost of the improvements.
7. The benefits of the proposal are greater than the anticipated tax increments to be paid by property owners in overlying taxing jurisdictions.
8. The improvement of the area is likely to enhance significantly the value of substantially all of the real property of and adjacent to TID 6.
9. The TID 6 Project Plan is feasible and in conformity with the City *Comprehensive Plan*.
10. The City Attorney has signed an opinion (located in Appendix A) advising that this Project Plan is complete and complies with the law.

The City of Oconomowoc

The City is located in southeastern Wisconsin, approximately 30 miles west of Milwaukee, Wisconsin. The City, incorporated in 1875, encompasses an area of approximately twelve square miles in Waukesha County, just north of Interstate Highway 94. The City's estimated 2016 population is 16,656.

Common Council

The City has a mayor/aldermanic form of government with the mayor and eight council members elected to serve staggered two-year terms. The Mayor is responsible for conducting the proceedings of the council at its meetings.

Administrative Organization

The policies of the City are set by an eight-member council and mayor. The mayor serves as chief executive of the City with power of veto over council action, subject to override by a two-thirds vote of the council.

The Administrator/Treasurer is responsible for the financial and operational posture of the City. The Mayor and Common Council share responsibility for the formulation and the Director of Finance is responsible for enforcement of the budgets for each department.

Description of the Proposed District Overview

The City had been affected by the national economy, however signs of recovery and private investment interest has returned. Growth is still proceeding and many proposed projects are under consideration. Over the long-term, the City is likely to continue to experience significant residential and commercial growth in the years ahead as development from the Milwaukee/Waukesha metropolitan area expands toward Oconomowoc. Because of its easy access to points east and west, provided by Interstate Highway 1-94 and the four-lane State Highway 16, a significant portion of the City's population commutes to work in the Milwaukee/Waukesha metropolitan area.

In 2015, the City had net new construction growth of 1.89% or \$35,182,600 million. In 2016, the City had net new construction growth of 1.51% or \$29,029,800 million.

The City is home to a diverse business base. The 145-acre Oconomowoc Corporate Center features office and light industrial sites for several area companies. The City is also expecting continued industrial and commercial development in the 1,100 acre Pabst Farms area.

The Pabst Farms development is a mixed-use development with industrial, commercial, residential, school and institutional uses with open space preservation. The Pabst Farms development will have a major impact on western Waukesha County.

The Roundy's Distribution Center and Target Distribution Center are located in the City near Interstate 94 and State Highway 67 interchange. The Roundy's Distribution Center, located within Pabst Farms, was completed in 2005 and comprises 1.065 million square feet and employs approximately 480 people. Target Distribution Center opened in 1994 and underwent an expansion in 2002. The Target facility is 1.5 million square feet and employs about 690 people.

Downtown Oconomowoc has continued to thrive after the City began implementing a revitalization initiative in 2004. Currently, almost all commercial downtown space is occupied, and there is a demand and business interest in locating in the central business district. Several downtown redevelopment multi-family rental housing projects have been built which brings additional traffic to our local downtown businesses. In addition, a local bank has built a corporate headquarters building in Downtown Oconomowoc which provides daytime customers to support the area.

The City already has available award winning public schools, an Arts Center, direct access to outstanding lakes and natural resources, and some of the lowest crime rates in the nation. Community partners continue to assist the City in enhancing our assets by creating amazing public spaces that accommodate individuals of all ages and abilities.

The City's 2015 overall net property tax rate of \$16.38 per \$1,000 estimated actual value ranks 184 out of all 190 Wisconsin cities.

As a public power community, the City is able to provide its residential customers with electric rates averaging approximately 20 percent lower than the rates charged by the large investor-owned utility that services the surrounding communities. Oconomowoc's average 2015 annual sewer and water, and electric charge per household was \$1,662 compared to \$2,070, the average for area communities.

Local economic indicators continued their favorable trends. For example, Waukesha County's unemployment rate continued to compare favorably to the state and national average rates as well as the City's adjusted gross income per tax return compared favorably to Wisconsin's average. The City expects these trends to remain favorable in the future.

Given Oconomowoc's growth and demographic factors the proposed downtown condominium projects will continue to enhance Downtown Oconomowoc and bring new residents to support the heart of our community.

Downtown Opportunity – St. Paul/E. Wisconsin Redevelopment Area

A section of the City *Comprehensive Plan, the Downtown Revitalization Plan* identifies areas prime for redevelopment: areas of blight, disinvestment, and properties not achieving their highest and best use based on economic conditions. One targeted redevelopment area is the St. Paul/E. Wisconsin Avenue Redevelopment area. The area presents opportunities for new infill development and redevelopment of commercial and residential areas near City Hall and within downtown Oconomowoc. The redevelopment strategy for downtown Oconomowoc is focused on expanding the downtown business mix, expanding lakefront open space & access, and expanding residential options. In 2017, the City will implement a Fowler Lake shoreline enhancement project. An additional Downtown plan goal, expanding housing choices in the downtown is needed to increase the existing customer base and enhance the character of the downtown as a 24/7 activity center, will be achieved through the proposed Fowler Lake Village Condominium project, which will serve as a catalyst for the redevelopment of the remaining parcels within the St. Paul/E. Wisconsin Avenue Redevelopment area.

Tax Increment Financing District Number 6

Under Wisconsin Statutes 66.1105, the property taxes paid each year on the increase in equalized value of a TID may be used by the City to pay the costs of redevelopment projects within the TID. The incremental value is determined by taking the TID's current value and deducting the value in the TID that existed when the TID was created. All taxes levied upon the incremental (or increased) value by the City, School District, County, and Vocational School District are allocated to the City for direct payment of project costs or the payment of debt service on bonds used to finance project costs. Expenses may be incurred for the implementation for the approved project plan and completion of the project outlined therein up to five years before the unextended maximum life of the TID.

TID 6 is being created in order to provide a mechanism to overcome challenges associated with blighted parcels that deter private investment and the additional costs associated with the rehabilitation of existing structures and the redevelopment of the under-utilized parcels, environmental remediation, and a lack of owner occupied residential opportunities in Downtown Oconomowoc.

In 2004, the City of Oconomowoc adopted a Comprehensive Plan for Redevelopment for the St. Paul/E. Wisconsin Avenue Area. The intent was to eliminate and prevent the spread of blight in the project area. Factors that exist in the area contributing to blight include vacancy and underutilization, difficult and unsafe circulation, deteriorating site and building conditions, and diversity of ownership impairing the sound growth of the City. The desired result for the area is to create a high quality, mixed-use development to fit the context and vitality of the surrounding downtown. Redevelopment projects are anticipated to contribute to the enhancement of an experienced-based economy and return the property to the tax roll with an increased tax base. TID #6 will assist in with the necessary public infrastructure needs and public-private partnership requirements to implement successful redevelopment projects.

Of the 3.275 total acres +/- of real property within TID 6, 67%, are vacant and in need of rehabilitation or conservation work. The Rehabilitation Parcel Needs Analysis is available in Appendix D.

Map 1 shows the location of TID 6 within the City, while Map 2 shows its detailed boundaries. The legal description for TID 6 is attached as Appendix C. TID 6 has seventeen (17) parcels totaling 3.4 acres +/-.

Map 3 show the zoning district, while Map 4 show the current land uses. Map 5 is the proposed site plan for the Fowler Lake Village development.

In 2016, TID 6 had a combined assessment of \$1,700,700. Table 4 provides a listing of all parcels and assessed values within the TID.

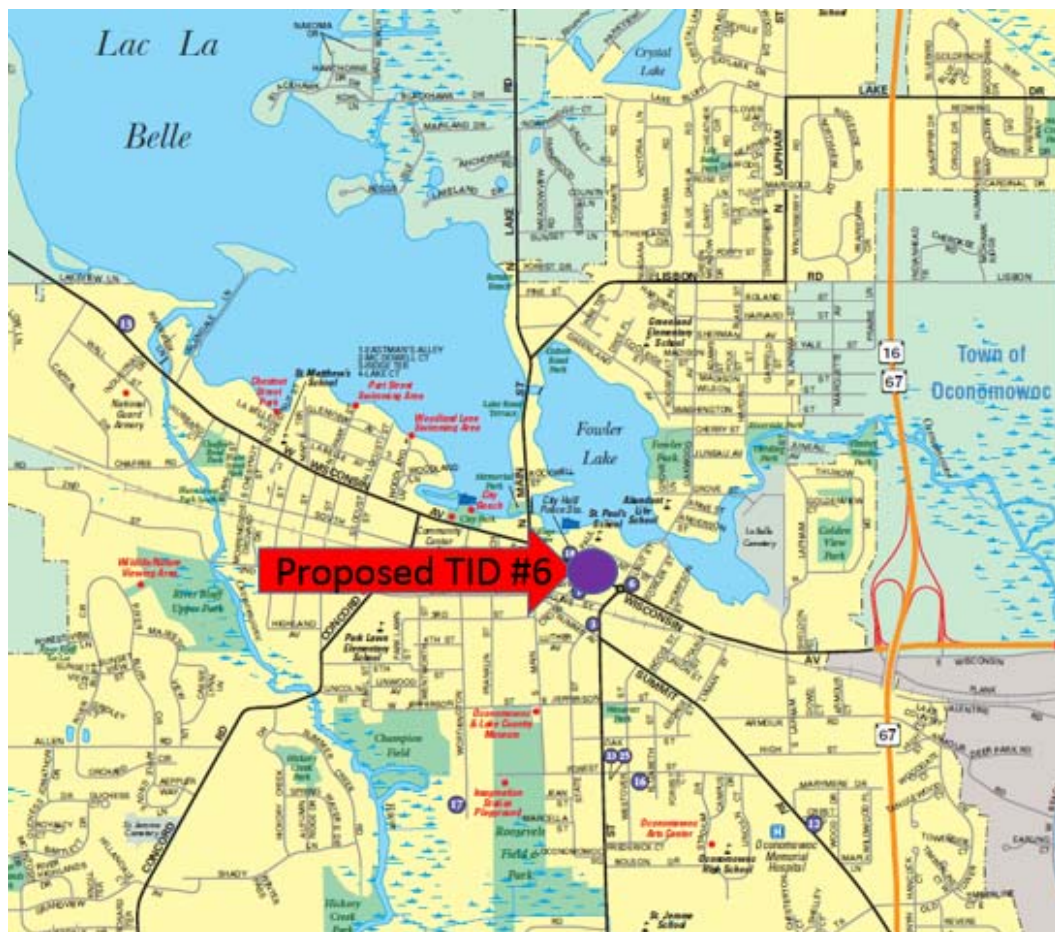
TIF Capacity Analysis

Wisconsin Statutes 66.1105 (4)(gm)(4)(c)., defines a limit on the equalized property value that may be located within municipal TIDs. The equalized value of taxable property of the new district plus the value increment of all existing districts does not exceed twelve percent (12%) of the total equalized value of taxable property within the municipality. The existing capacity in the City is more than satisfactory to permit the creation of TID 6, as the addition of TID 6 will only raise the percent of equalized value in TIDs from .9689% to 1.3361% (Table 3).

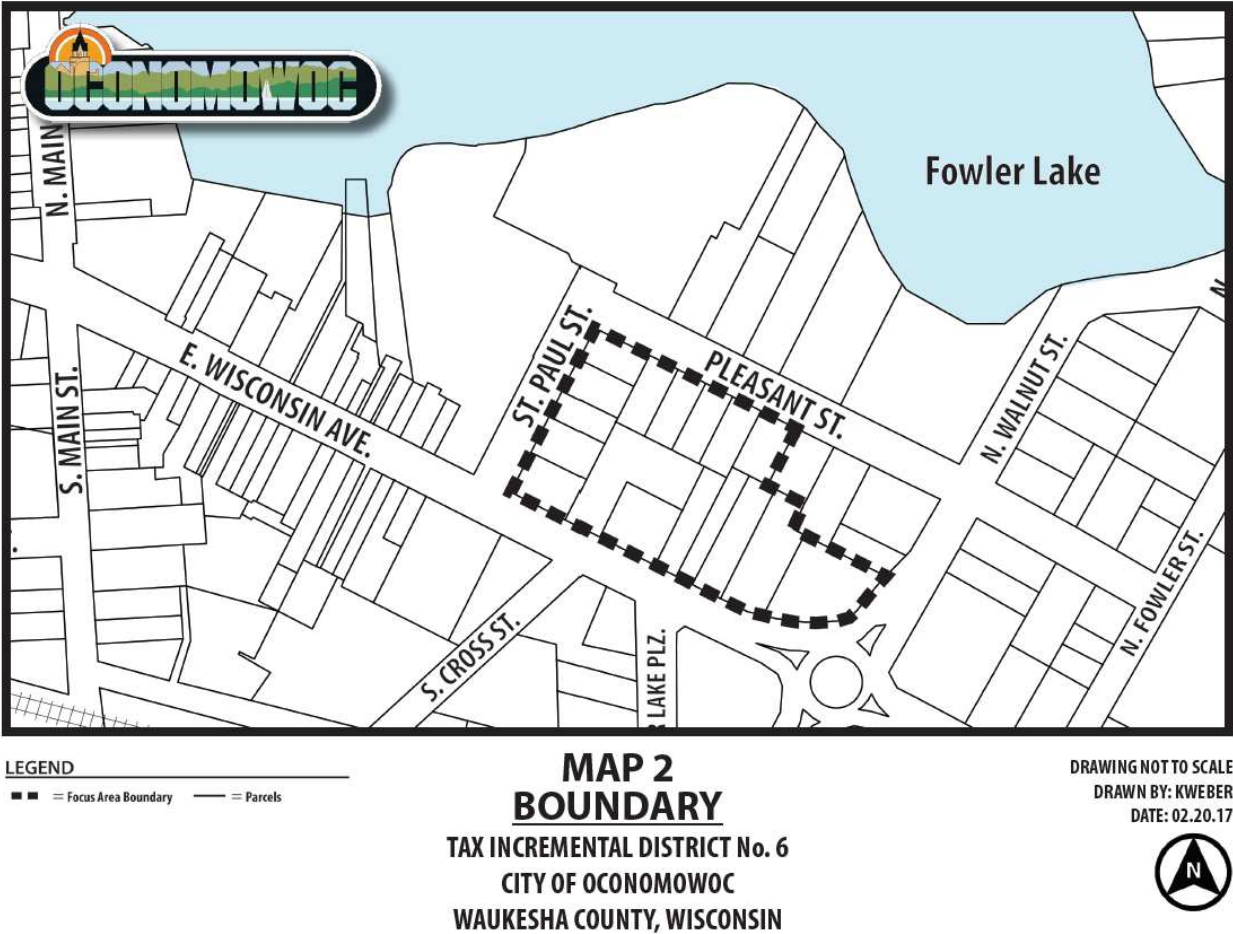
Measure	Amount as of January 1, 2016
Equalized Value of City of Oconomowoc	2,010,432,900
Total Existing TID Increment	19,478,700
Percent equalized value within total existing TID	0.9689%
Equalized value of Proposed TID 5	5,681,800
Equalized value of Proposed TID 6	1,700,700
Total value for 12% test	26,861,200
New percent equalized value within TIDs, including TID 6	1.3361

Table 3. Tax Increment Finance Capacity.

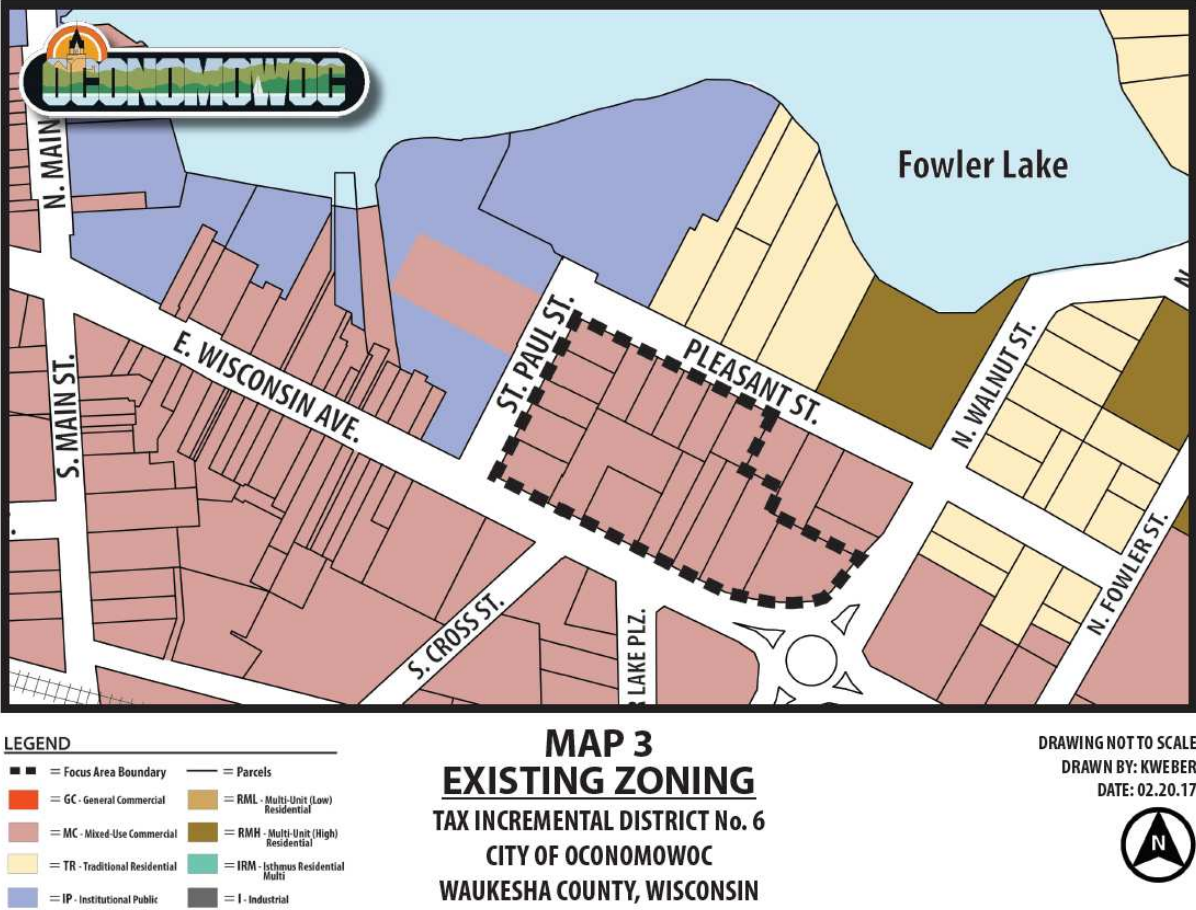
Map 1 - General District Location



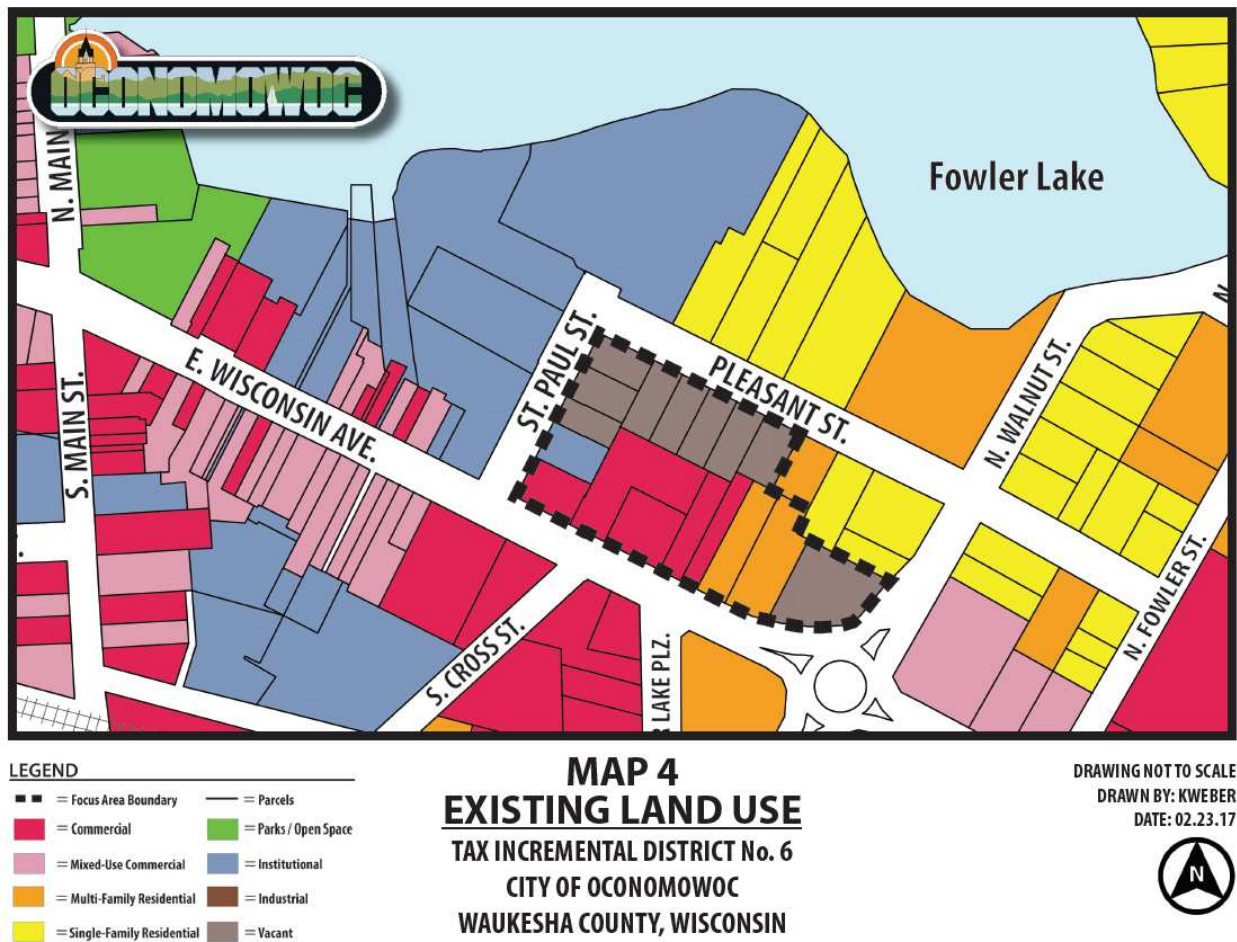
Map 2 - TID 6 Boundary



Map 3 – TID 6 Zoning



Map 4 – TID 6 2030 Land Use Plan



Map 5 - TID Redevelopment Site Plan



Project Costs

Specific Projects

The City may encumber funds to implement the following projects. This list is not meant to be a budget or an appropriation of funds for specific projects. All costs are estimates based on the best information available. The City reserves the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan. All improvements are designed to be applied within or adjacent to the boundaries of TID 6 (Map 2).

Improvement 1

Incentives: Grants

Purpose: The City may enter into agreements with property owners, lessees, or developers of land located within the District for the purpose of sharing costs to encourage the desired kind of improvements, assure tax base is generated sufficient to recover project costs. No cash grants will be provided until the City executes a purchase and sale agreement and/or development agreement with the recipients of the cash grant. Any payments of cash grants made by the City, including without limitation, any contributions to developers under Wisconsin Statutes Section 66.1333(13) in connection with the implementation of the project plan are eligible project costs.

Details: money to offset project costs, including property acquisition, parcel assembly, site preparation, construction, and infrastructure (transportation, water, sewer, stormwater, utilities) on projects that eliminate blight, rehabilitate parcels, or conserve parcels.

Project 1:

Purpose: As required through a binding settlement agreement the City must provide Economic Development grant funds and Site Improvement funds for the Fowler Lake Village project on parcels controlled by the developer. Fowler Lake Village development has been proposed for this site to include condominium units, artisan live-work units as well as street front commercial space.

Allocation \$750,000

Disbursement applied between 2018 and 2034, all assistance shall be through both infrastructure project costs and cash disbursements.

Project 2:

A majority of the remaining property within the area is controlled by a single development/investor group. No project proposals have been submitted for the site. However, the 2.17-acre site is located on E. Wisconsin Avenue, the primary commercial corridor for Downtown Oconomowoc. It is a site that currently includes an auto repair facility, a vacant former printing facility, parking areas, a multi-tenant residential structure, and a vacant residential structure. The past site land uses may require environmental remediation to be addressed. Being one of the last redevelopment parcels available, the site would be ideal for a mixed use redevelopment project to add to the revitalization of Downtown Oconomowoc.

Allocation: \$1,000,000

Disbursement and assistance shall be negotiated through a development agreement acceptable to the City and Joint Review Board; the amount of financial assistance in any given year shall not exceed Eighty percent (80%) of the annual incremental taxes for the impacted parcels and the period over which the financial assistance shall be applied or disbursed shall not exceed fifteen (15) years.

Improvement 2:

Purpose: Provide a source of funding for the current underutilized parcels and structures that are adjacent to Downtown Oconomowoc's primary E. Wisconsin Avenue commercial corridor.

Property Acquisition: \$1,500,000

In order to promote and facilitate development and/or redevelopment the City may acquire property within the district. In addition, the City and or developer may need easements near the property but within ½ mile of the district to serve the district. Any revenue received by the City from the sale of property acquired pursuant to the execution of this plan will be used to reduce the total project costs of the District.

Environmental Remediation: \$1,500,000

Disbursement shall be based on need and all assistance shall be negotiated through a development agreement acceptable to the City and Joint Review Board; The amount of financial assistance in any given year shall not exceed Eighty (80%) of the annual incremental taxes for the impacted parcels and the period over which the financial assistance shall be applied or disbursed shall not exceed fifteen (15) years.

Improvement 3

Parking

Details: Improve existing parking facilities adjacent to development project and downtown Oconomowoc to support the planned 6,500 sq. ft. of additional commercial space being proposed.

Purpose: Improve parking facilities and increase flexibility with adjacent City lands

Allocation \$350,000

Improvement 4

Fowler Lake Promenade Improvements

As part of the Downtown Revitalization Plan, the City is finalizing the establishment of a City center gathering space to accommodate activities, events, and be an enhancement for the vitality of Downtown Oconomowoc. The existing board walk is 30 years old and in need of replacement. The settlement agreement referenced additional improvements for this downtown gathering space.

Purpose: Improved Fowler Lake Shoreline and historic walking route on Fowler Lake.

Allocation: \$250,000

Improvement 5

Streetscape

Details: Reconstruct streetscape amenities consistent with existing Downtown areas.

Purpose: Enhance area by extending street trees and decorative street lights, pavers, bike racks, benches and trash receptacles.

Allocation \$50,000

Improvement 6

Utilities: Sewer, Water & Electric

Details: Implement infrastructure improvements to support multi-story residential and street front commercial redevelopment projects within the area.

Purpose: Increase utility capacity to serve the proposed redevelopment projects.

Allocation \$300,000

Improvement 7

Street Reconstruction

There are inadequate street improvements serving areas of the District. To allow development to occur, the City may need to construct and/or reconstruct streets, highways, alleys, access drives and stormwater facilities. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage; pavement marking; right-of-way restoration; installation of retaining walls; and installation of berms or landscaping.

Allocation: \$550,000

Improvement 8

Grant Program

To encourage private redevelopment consistent with the objectives of this Plan, the City, through its CDA, may provide loans and/or matching grants to eligible property owners in the District. Matching grant recipients will be required to sign an agreement specifying the nature of the property improvements to be made. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA in the program manual. Any funds returned to the CDA are not considered revenues to the District, and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA for purposes of implementing this program are considered eligible Project Costs.

Allocation: \$500,000

Improvement 9

Administration

Details funds directed towards City staff for time used on marketing, research, analysis, and managing the TID. May also include 3rd party review of Development proforma and project costs to verify project gap assistance provided.

Purpose cover administrative costs from the appropriate source

Allocation \$680,000

Disbursement annual payments, 2016 through 2036, starting at \$80,000/yr. for the first two years, and \$50,000 for the remaining years or the final year before dissolution.

Improvement 10

Other Eligible Projects

The following is a general list of potential public works and other projects for which the City may encumber funds in conjunction with this Plan. This list is provided to provide options for projects that may not be identified at present, but may become necessary in the future. Again, the City reserves the right to implement only those projects that remain viable as the Plan period proceeds.

1. Property, right-of-way, and easement acquisition
 - a. Property acquisition for development or redevelopment
 - b. Property acquisition for conservancy
 - c. Acquisition of right-of-way
 - d. Acquisition of easements
 - e. Relocation costs
2. Site preparation activities
 - a. Environmental audits and remediation
 - b. Demolition
 - c. Site grading
3. Utilities
 - a. Sanitary sewer system improvements
 - b. Water system improvements
 - c. Stormwater management system improvements
 - d. Other utilities, including electric service, gas service, and communications infrastructure
4. Streets and streetscape
 - a. Street improvements

- b. Streetscaping and landscaping
- c. Pedestrian and bicycle infrastructure
- d. Development incentives including grants and loans
- 5. Administrative costs, including those paid to the City or consultants for services rendered
- 6. Financing costs
- 7. Projects outside TID 6 provided that they are located within ½ mile of the boundaries.
 - a. The project area is located within the corporate boundary of the City of Oconomowoc; and
 - b. The Joint Review Board approves the project.

Allocation \$200,000

Tax Incremental District #6

Project List

Development Incentive: Loan & Grants – Phase I	\$ 750,000
Phase II	1,000,000
Parking Lot Improvements	700,000
Land Acquisition	1,500,000
Environmental Remediation	1,500,000
Econ Dev Grants	500,000
Fowler Lake Promenade	250,000
Streetscape	50,000
Infrastructure: Water, Sewer & Electric	300,000
Infrastructure: Street Reconstruction	550,000
Other Eligible Projects	200,000
Professional Services & TID Administration	680,000
Projects Total	\$ 7,980,000

This Plan is not meant to be a budget nor an appropriation of funds for specific projects, but a framework within which to manage projects. All costs included in the Plan are estimates based on best information available. The City retains the right to delete projects or change the scope and/or timing of projects implemented as they are individually authorized by the Common Council, without amending the Plan. It is however the intent of the City and the Plan to not exceed the \$7,980,000 projects total.

Economic Feasibility

This section demonstrates that the proposed TID 6 is economically feasible, given that:

1. The City expects to have cash available to pay for project costs as they are incurred or has the means to secure the necessary financing through a reasonable increment reimbursement scenario.
2. The City expects to complete the projects in one or more phases, and can adjust the timing of implementation as needed to coincide with the pace of private development

3. The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects.

Financial audits will be done in accordance with Wisconsin Statutes 66.46.

Financing Methods

TID 6 will function primarily as a TID, meaning the City will plan completion of payments and projects based on the availability of increment, though it may also obtain funding in the form of:

1. Cash received from grants or other sources
2. General obligation bonds or notes, so long as the principal amount of general obligation debt is not greater than five percent (5%) of its total equalized value (including increment values)
3. Notes issued to developers

Projected Property Tax Increment

The development anticipated to occur as a result of implementing this Plan will generate sufficient property tax increment to pay for the costs of the projects. Map 5 shows the manner in which the area will be redeveloped. The City believes that this major project, with a high probability of being completed in the next few years (given preliminary discussions with interested parties), will serve as catalysts for additional development within and surrounding the TID.

		2016 Assessed Value	2016 Property Taxes
Current			
OCOC 563-058		\$227,700	\$4,160.85
OCOC 0563-059		0	0
OCOC 0563-060		45,000	815.13
OCOC 0563-061		0	0
OCOC 0563-062		54,300	983.61
OCOC 0563-063		66,600	1,206.41
OCOC 0563-064		175,600	3,180.88
OCOC 0563-065		63,000	1,141.19
OCOC 0563-066		259,500	4,700.65
OCOC 0563-069		0	0
OCOC 0563-082		55,000	996.27
OCOC 0563-083		55,000	996.27
OCOC 0563-084		55,000	996.27
OCOC 0563-085		56,000	1,014.40
OCOC 0563-086		357,100	6,468.61

OCOC 0563-087		132,800	2,405.57
OCOC 0563-088		96,100	1,740.78
Total Existing Value		1,700,700	\$30,806.89
Estimated New Value		\$51,700,700	
Increment Value		\$50,000,000	

Table 4. Projected increment for Site

Redevelopment Site:

Fowler Lake Village Site. This 1.07-acre site is located on the corner of St. Paul & Pleasant Streets in the eastern portion of Downtown Oconomowoc on the north side of Wisconsin Avenue. It is a site that currently includes vacant parcels to accommodate a redevelopment project. With the prime location, and access to Downtown Oconomowoc amenities, the site offers great potential for owner occupied condominium residential use, including the opportunity for artisan live-work units, as well as street level commercial space.

Given the catalytic nature of the Fowler Lake Village project, there is good probability that additional redevelopment may also occur, thus generating additional development activity on the adjacent parcels. Should this happen, City staff, along with the Common Council, will explore possibilities for additional public improvements beyond the scope of those mentioned in this plan.

E. WI Avenue Redevelopment Site: This 2.17acre site is also located on E. Wisconsin Avenue the primary commercial corridor for Downtown Oconomowoc. It is a site that currently includes an auto repair facility, a vacant former printing facility, parking areas, a multi-tenant residential structure, and a vacant residential structure. Given the past site land uses there may be environmental remediation that needs to be addressed.

The majority of the property is controlled by a single development/investor group. No project proposals have been submitted for the site.

TID 6 Pro Forma

The entire pro forma can be found in Appendix E, and is built on the following assumptions:

1. Development at the catalytic sites could be phased over multiple calendar years
2. New Increment is a conservative estimate of what can be created at each site
4. The Property Tax Rate assumes a declining range from \$17.40 to 17.17 per \$1,000 of assessed value through the life of the TID.
5. Incentives: PayGo expenditures are dependent on actual increment created
6. Infrastructure: No debt service expenditures are anticipated
7. Administration and Professional Services expenditures to remain constant throughout the life of the TID.

The pro forma shows that TID 6 will be sufficiently funded to complete listed projects before the legal termination of the district. If this should occur, distribution of the surplus funds will be made in accordance with Wisconsin Statutes.

Required Documentation

Relocation

The City will provide relocation benefits and assistance to the extent necessary as required by Wisconsin Statutes Chapter 32. Generally, relocation occurs where a person or business is displaced from real property as a direct result of eminent domain proceedings commenced by the City against the subject property. Relocation services will be provided by City specialists with funds provided through TIF, the City or the City of Oconomowoc Community Development Authority.

Non-Project Costs

In the event that TID 6 demonstrates that it has sufficient revenues to pay for all incurred project costs and sufficient surplus revenues to pay for some or all eligible costs in other municipal TIDs, the district may become a donor to other active TIDs.

Promotion of Orderly Growth

Land use development in the city is guided by the Comprehensive Plan, adopted by the Common Council in 2012. Development of the plan relied heavily on the participation of the citizens of the city. The plan is in compliance with the State of Wisconsin's Smart Growth requirements, and provides city leaders with a guide to use while assessing policy and development proposals.

This Project Plan for TID 6 is developed in compliance with these plans and general City policies in order to promote orderly and consistent growth. Map 6 shows the manner in which the area will be redeveloped.

Proposed Changes to City Plans and Ordinances

Master Plan. The City updated its Comprehensive Plan in 2012. The planned uses in the TID 6 are consistent with existing planning documents and have been incorporated into future planning documents. This TID plan is also consistent with the implementation elements of the Downtown Oconomowoc Revitalization Plan.

Official Map. All streets included in the TID 6 Plan area are included on the official Map for the City of Oconomowoc. The proposed redevelopment project does not impact the existing City street system.

Zoning. The parcels within TID 6 are consistent with City zoning requirements. The zoning classifications and standards used in the project approvals are consistent with the City Comprehensive Plan and the Downtown Oconomowoc Revitalization Plan.

Building Codes.

City building codes will not be changed to accommodate TID 6 activities.

Appendix A: City Attorney Legal Opinion

LAW OFFICES OF
**ARENZ, MOLTER,
MACY, RIFFLE & LARSON, S.C.**
720 N. EAST AVENUE
P.O. BOX 1348
WAUKESHA, WISCONSIN 53187-1348
Telephone (262) 548-1340
Facsimile (262) 548-9211
Email: sriffle1@aol.com

DALE W. ARENZ
DONALD S. MOLTER, JR.
JOHN P. MACY,
COURT COMMISSIONER
H. STANLEY RIFFLE,
COURT COMMISSIONER
ERIC J. LARSON

IRENZY D. BITAR
RICK D. TRINDL
PAUL E. ALEX
JIL VALJON ANDERSON
MATTIO REGINATO
LUKE A. MARTELL
SAVANNAH S. SCHIND

May 3, 2017

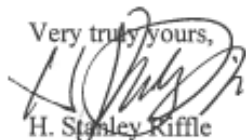
Members of the City of Oconomowoc
Common Council
174 E Wisconsin Avenue
Oconomowoc, WI 53066

Re: Tax Increment District #6
Downtown E. Wisconsin Avenue-
St. Paul Redevelopment Project

Dear Council Members:

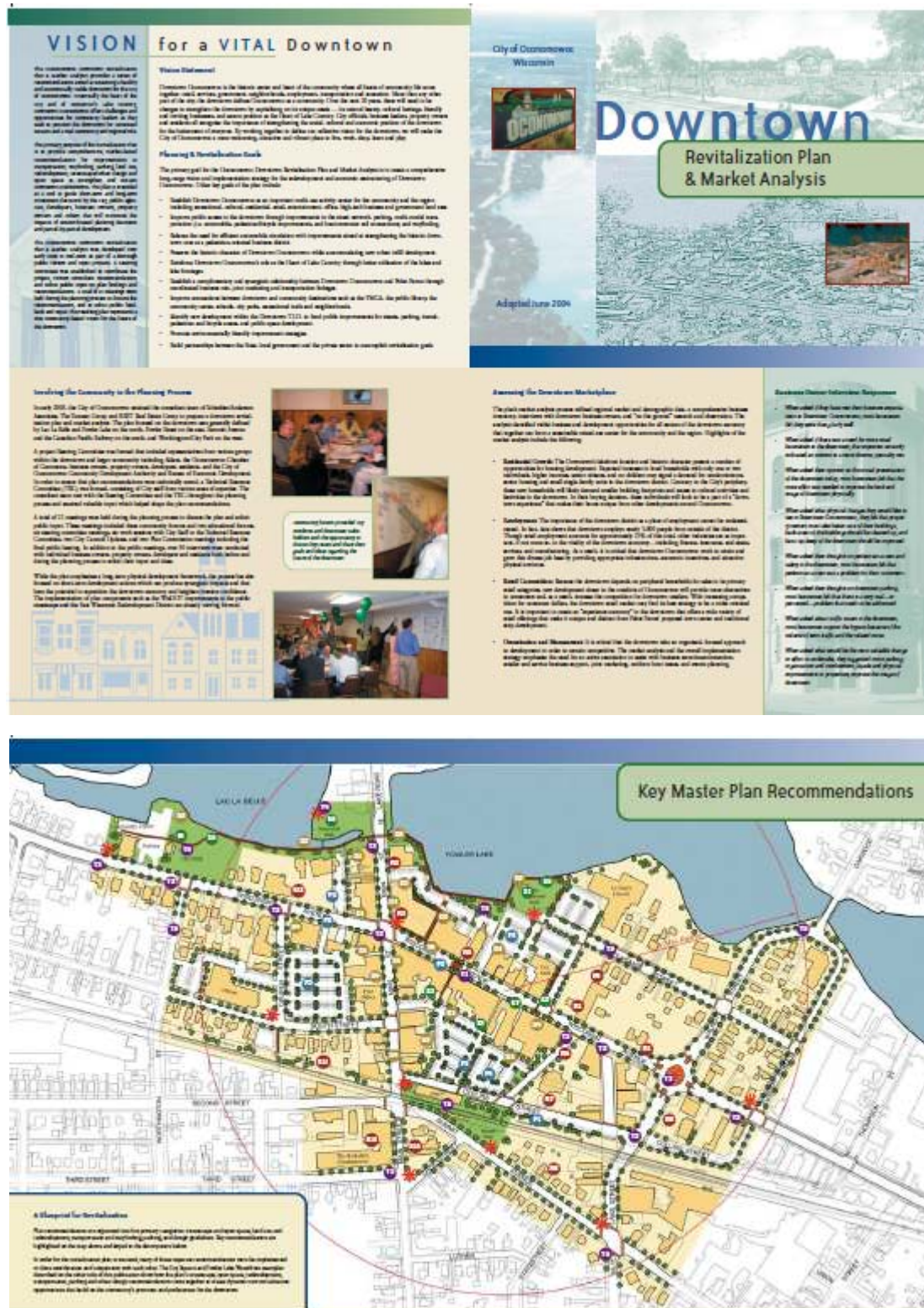
I have received and reviewed the Project Plan for the proposed City of Oconomowoc Tax Incremental District Number 6. In my opinion, the draft Project Plan is complete and meets the legal definition under §66.1105 (2) (g) Wis. Stats. The draft Project Plan is in form that may now be presented before the public hearing under §66.1105 (4) (a) and considered for adoption by the planning commission under §66.1105 (4) (d) Wis. Stats.

Very truly yours,


H. Stanley Riffle
HSR/sec



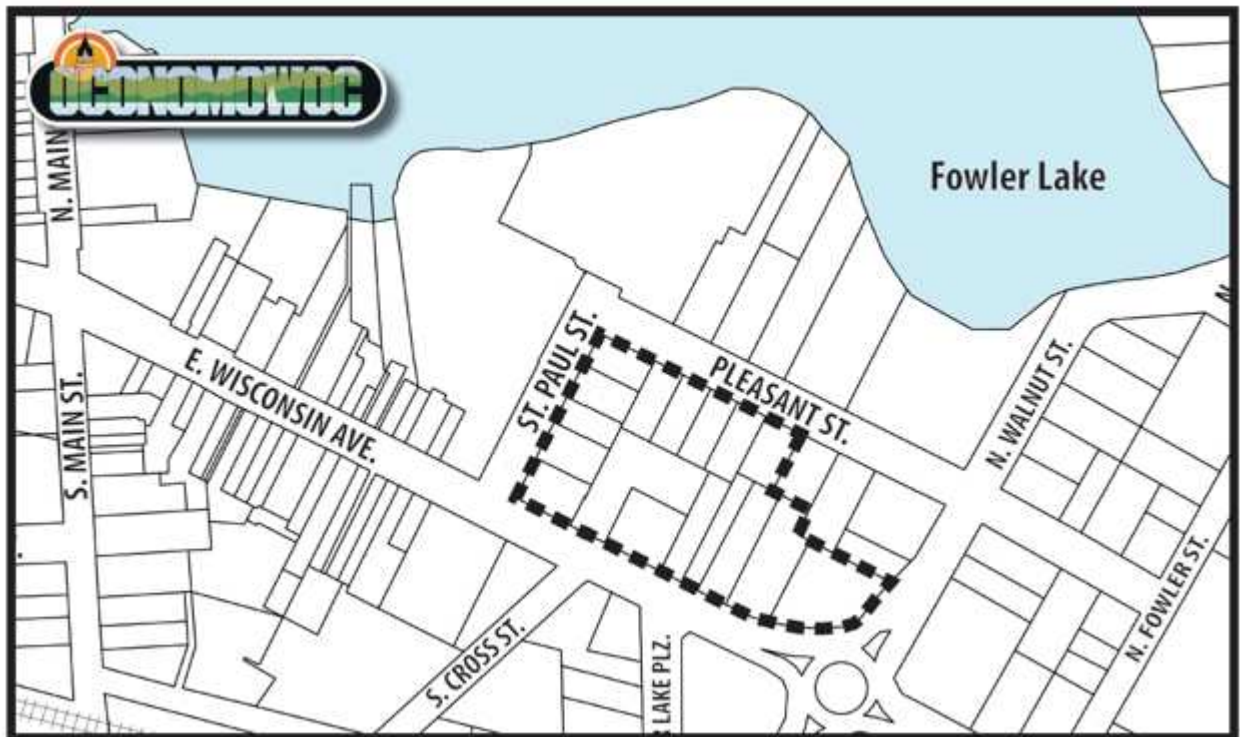
Appendix B: Downtown Oconomowoc Revitalization Poster Plan –



Appendix C: Legal Description for TID 6

Being a part of the SW 1/4 of Section 33, T8N, R17E, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Beginning at the NE corner of the intersection of Saint Paul Street and East Wisconsin Avenue; thence northeasterly, along the easterly right-of-way line of Saint Paul Street, 297 feet to the southerly right-of-way line of East Pleasant Street; thence southeasterly, along the southerly line of East Pleasant Street, 365 feet, more or less to the NW corner of Tax Parcel No. 563-067, and referenced as 311 East Pleasant Street; thence southwesterly, along the westerly line of said parcel, 99 feet to the SW corner of said parcel; thence southeasterly, along the southerly line of said parcel, 65 feet to the westerly line of Tax Parcel No. 563-068, and referenced as 317 East Pleasant Street; thence southwesterly, along the westerly line of said parcel, 49.5 feet to the SW corner of said parcel; thence southeasterly, along the southerly line of said parcel and the southerly line of Tax Parcel No. 563-073, and referenced as 329 East Pleasant Street, 169 feet more or less to the westerly right-of-way line of North Walnut Street; thence southwesterly, westerly and northwesterly, along the westerly line of North Walnut Street and northerly right-of-way line of East Wisconsin Avenue to the place of beginning.



Appendix D – Rehabilitation Parcel Need Analysis

TID #6: St. Paul/ E. Wisconsin Avenue Redevelopment Area															
				Existing Structure/ Current Use	Outdated - serious building Deficiencies	Deterioration	Age/ Obsolescence/ No longer suits purpose built for	Faulty Street or Lot Layout	Unsafe Conditions	Obsolete Platting	Diversity of Ownership	Deterioration of Structure	Deterioration of Site Improvement	Impairs Sound Growth	Acres in Need of Rehabilitation or Conservation
Parcel	Address	Acres	Zoning												
OCOC 563-058	202 E. WI Ave	0.17	MC	Service Station								X		X	0.17
OCOC 0563-059	111 St. Paul St	0.145	MC	Parking Lot		X								X	0.145
OCOC 0563-060	117 St. Paul St	0.105	MC	Vacant Parcel							X			X	0.105
OCOC 0563-061	121 St. Paul St	0.133	MC	Vacant Parcel							X			X	0.133
OCOC 0563-062	127 St. Paul St	0.127	MC	Vacant Parcel							X			X	0.127
OCOC 0563-063	300 E. WI Ave	0.14	MC	Parking Lot						X				X	0.14
OCOC 0563-064	304 E. WI Ave	0.22	MC	Multi-family Rental		X						X		X	0.22
OCOC 0563-065	303 E. Pleasant St	0.154	MC	Vacant Parcel											
OCOC 0563-066	310 E. WI Ave	0.316	MC	Vacant House	X				X			X		X	0.316
OCOC 0563-069	326 E. Ave	0.377	MC	Vacant Parcel											
OCOC 0563-082	229 E. Pleasant St	0.139	MC	Vacant Parcel											
OCOC 0563-083	221 E. Pleasant St	0.139	MC	Vacant Parcel											
OCOC 0563-084	217 E. Pleasant St	0.138	MC	Vacant Parcel											
OCOC 0563-085	211 E. Pleasant St	0.141	MC	Vacant Parcel											
OCOC 0563-086	212 E. WI Ave	0.431	MC	Vacant Warehouse		X						X		X	0.431
OCOC 0563-087	224 E. WI Ave	0.23	MC	Parking Lot										X	0.23
OCOC 0563-088	N/A	0.17	MC	Parking Lot						X				X	0.17
		3.275													2.187
Percent in Need of Rehabilitation:															67%

Appendix E: TID 6 Pro Forma

City of Oconomowoc

Tax Increment District #6

Estimated Project List

Project ID	Project Name/Type	Phase 1 Fowler Lake Village 2018	Phase 2 Redevelopment Activity 2020	Total Project Costs
1	Developer Incentive	\$ 750,000	\$ 1,000,000	\$ 1,750,000
2	Property Acquisition		\$ 1,500,000	\$ 1,500,000
3	Environmental Remediation		\$ 1,500,000	\$ 1,500,000
4	Parking	\$ 350,000	\$ 350,000	\$ 700,000
5	Fowler Lake Shoreline Improvements		\$ 250,000	\$ 250,000
6	Streetscape		\$ 50,000	\$ 50,000
7	Infrastructure: Water, Sewer & Electric	\$ 300,000		\$ 300,000
8	Infrastructure: Streets	\$ 550,000		\$ 550,000
9	Professional Service& Admin Costs	\$ 340,000	\$ 340,000	\$ 680,000
10	Econ Dev Fund - Grants		\$ 500,000	\$ 500,000
11	Other Eligible Project Costs	\$ 100,000	\$ 100,000	\$ 200,000
Totals		\$ 2,390,000	\$ 5,590,000	\$ 7,980,000

** Project costs are estimates and are subject to modification

City of Oconomowoc

Tax Increment District #6

Development Assumptions

Construction Year	Fowler Lake Village ¹		Redevelopment Area		Annual Total		Construction Year	
1 2017					\$ -		2017	1
2 2018	\$ 1,000,000				\$ 1,000,000		2018	2
3 2019	\$ 19,000,000				\$ 19,000,000		2019	3
4 2020			\$ 15,000,000		\$ 15,000,000		2020	4
5 2021			\$ 15,000,000		\$ 15,000,000		2021	5
6 2022					\$ -		2022	6
7 2023					\$ -		2023	7
8 2024					\$ -		2024	8
9 2025					\$ -		2025	9
10 2026							2026	10
11 2027							2027	11
Total Project:	\$ 20,000,000		\$ 30,000,000		\$ 50,000,000			

Notes:

1 Provided by Developer - Increment Guarantee

City of Oconomowoc Tax Increment District #6 Tax Increment Projection Worksheet												
Construction Year		Value Added	Valuation Year	Inflation Increment	Total Increment Value	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation	Construction Year	
1	2017	\$ -	2018	\$ -	\$ -	2019	0.01740	\$ -	\$ -	\$ -	2017	1
2	2018	\$ 1,000,000	2019	\$ -	\$ 1,000,000	2020	0.01740	\$ 17,400	\$ 16,894	\$ 16,732	2018	2
3	2019	\$ 19,000,000	2020	\$ 5,000	\$ 20,005,000	2021	0.01731	\$ 346,347	\$ 343,360	\$ 336,949	2019	3
4	2020	\$ 15,000,000	2021	\$ 100,025	\$ 35,105,025	2022	0.01723	\$ 604,719	\$ 896,764	\$ 874,543	2020	4
5	2021	\$ 15,000,000	2022	\$ 175,525	\$ 50,280,550	2023	0.01714	\$ 861,758	\$ 1,662,426	\$ 1,611,179	2021	5
6	2022	\$ -	2023	\$ 251,403	\$ 50,531,953	2024	0.01705	\$ 861,671	\$ 2,405,712	\$ 2,319,410	2022	6
7	2023	\$ -	2024	\$ 252,660	\$ 50,784,613	2025	0.01697	\$ 861,561	\$ 3,127,256	\$ 3,000,315	2023	7
8	2024	\$ -	2025	\$ 253,923	\$ 51,038,536	2026	0.01688	\$ 861,428	\$ 3,827,677	\$ 3,654,930	2024	8
9	2025	\$ -	2026	\$ 255,193	\$ 51,293,728	2027	0.01679	\$ 861,273	\$ 4,507,575	\$ 4,284,254	2025	9
10	2026	\$ -	2027	\$ 256,469	\$ 51,550,197	2028	0.01670	\$ 861,094	\$ 5,167,532	\$ 4,889,248	2026	10
11	2027	\$ -	2028	\$ 257,751	\$ 51,807,948	2029	0.01662	\$ 860,893	\$ 5,808,118	\$ 5,470,837	2027	11
12	2028	\$ -	2029	\$ 259,040	\$ 52,066,988	2030	0.01653	\$ 860,667	\$ 6,429,883	\$ 6,029,910	2028	12
13	2029	\$ -	2030	\$ 260,335	\$ 52,327,323	2031	0.01644	\$ 860,418	\$ 7,033,363	\$ 6,567,325	2029	13
14	2030	\$ -	2031	\$ 261,637	\$ 52,588,959	2032	0.01636	\$ 860,145	\$ 7,619,081	\$ 7,083,907	2030	14
15	2031	\$ -	2032	\$ 262,945	\$ 52,851,904	2033	0.01627	\$ 859,848	\$ 8,187,542	\$ 7,580,447	2031	15
16	2032	\$ -	2033	\$ 264,260	\$ 53,116,164	2034	0.01618	\$ 859,526	\$ 8,739,239	\$ 8,057,712	2032	16
17	2033	\$ -	2034	\$ 265,581	\$ 53,381,744	2035	0.01610	\$ 859,179	\$ 9,274,651	\$ 8,516,435	2033	17
18	2034	\$ -	2035	\$ 266,909	\$ 53,648,653	2036	0.01601	\$ 858,808	\$ 9,794,244	\$ 8,957,324	2034	18
19	2035	\$ -	2036	\$ 268,243	\$ 53,916,896	2037	0.01592	\$ 858,411	\$ 10,298,470	\$ 9,381,060	2035	19
20	2036	\$ -	2037	\$ 269,584	\$ 54,186,481	2038	0.01583	\$ 857,989	\$ 10,787,770	\$ 9,788,298	2036	20
21	2037	\$ -	2038	\$ 270,932	\$ 54,457,413	2039	0.01575	\$ 857,541	\$ 11,262,569	\$ 10,179,668	2037	21
22	2038	\$ -	2039	\$ 272,287	\$ 54,729,700	2040	0.01566	\$ 857,067	\$ 11,723,285	\$ 10,555,778	2038	22
23	2039	\$ -	2040	\$ 273,649	\$ 55,003,349	2041	0.01557	\$ 856,567	\$ 12,170,322	\$ 10,917,211	2039	23
24	2040	\$ -	2041	\$ 275,017	\$ 55,278,366	2042	0.01549	\$ 856,041	\$ 12,604,071	\$ 11,264,530	2040	24
25	2041	\$ -	2042	\$ 276,392	\$ 55,554,757	2043	0.01540	\$ 855,488	\$ 13,024,914	\$ 11,598,274	2041	25
26	2042	\$ -	2043	\$ 277,774	\$ 55,832,531	2044	0.01531	\$ 854,908	\$ 13,433,223	\$ 11,918,964	2042	26
27	2043	\$ -	2044	\$ 279,163	\$ 56,111,694	2045	0.01523	\$ 854,301	\$ 13,829,358	\$ 12,227,101	2043	27
TOTALS		\$ 50,000,000		\$ 6,111,694				\$ 20,725,047	\$ 13,829,358	\$ 12,227,101		
Base Value Inflation factor 0.5000% Base Tax Rate 17.4 Rate Adjustment Factor -0.0005% Tax Exempt Discount Rate 0.03000 Taxable Discount Rate 0.04000												

City Advances		interest /annual		3.00%
*NOTE - Interest is rounded to nearest 1,000				
1-Mar				
Year	Advance	Principle	Interest	Total Pymt
2017	842,450		12,450	12,450
2018	1,303,000	0	63,000	63,000
2019	346,000	0	73,000	73,000
2020	2,881,000	0	157,000	157,000
2021	0	18,000	156,000	174,000
2022	0	695,000	136,000	831,000
2023	0	716,000	115,000	831,000
2024	0	738,000	93,000	831,000
2025	0	760,000	71,000	831,000
2026	0	783,000	48,000	831,000
2027	0	806,000	25,000	831,000
2028	0	829,000	1,000	830,000
2029	0	9,450	284	9,734
2030	0	0	0	0
2031	0	0	0	0
2032	0	0	0	
2033	0	0	0	
2034	0	0	0	
2035	0	0	0	
2036	0	0	0	
2037	0	0	0	
2038	0	0	0	
2039	0	0	0	
2040	0	0	0	
2041	0	0	0	
2042	0	0	0	
2043	0	0	0	
\$5,372,450		\$ 5,372,450	\$950,734	

City of Oconomowoc

Tax Increment District #6

Cash Flow Projection

	Projected Revenues						Expenditures								Balances		
YEAR	Projected TID Increment	Debt Proceeds	Interest Earnings	Other Revenue	Total Revenues		Principle	Interest Expense	Total Debt Service	Capital Expenses	Economic Development Loan Program	Professional and Admin Costs	Other Eligible Projects	Total Expense	Annual Balance	Cumulative Cash Balance	YEAR END FUND BALANCE
2017	0	842,450			842,450		0	12,450	12,450	750,000		80,000		842,450	0	0	
2018		2,333,000	0		2,333,000		0	93,000	93,000	2,200,000		40,000		2,333,000	0	0	
2019	17,400	377,000		0	394,400		0	104,000	104,000	250,000		40,000		394,000	400	400	
2020	346,347	2,913,000		10,000	3,269,347		0	189,000	189,000	3,000,000		80,000		3,269,000	347	747	
2021	604,719	15,000		10,000	629,719		(15,000)	189,000	174,000	400,000		40,000		614,000	15,719	16,466	
2022	861,758	0		10,000	871,758		661,000	170,000	831,000	0		40,000		871,000	758	17,224	
2023	861,671	0		10,000	871,671		680,000	151,000	831,000	0		40,000		871,000	671	17,895	
2024	861,561	0		10,000	871,561		701,000	130,000	831,000	0		40,000		871,000	561	18,456	
2025	861,428	0		10,000	871,428		722,000	109,000	831,000	0		40,000		871,000	428	18,884	
2026	861,273	0		10,000	871,273		743,000	88,000	831,000	0		40,000		871,000	273	19,157	
2027	861,094	0		10,000	871,094		766,000	65,000	831,000	0		40,000		871,000	94	19,252	
2028	860,893	0		10,000	870,893		788,000	42,000	830,000	0		40,000		870,000	893	20,144	
2029	860,667	0		10,000	870,667		27,450	(1)	27,449	0	500,000	40,000	200,000	767,449	103,218	123,363	TID Close
2030	860,418	0		10,000	870,418		0	0	0	0		40,000		40,000	830,418	953,781	
2031	860,145	0		10,000	870,145		0	0	0	0		40,000		40,000	830,145	1,783,926	
2032	859,848	0		10,000	869,848		0	0	0	0				0	869,848	2,653,773	
2033	859,526	0		10,000	869,526		0	0	0	0				0	869,526	3,523,299	
2034	859,179	0		10,000	869,179		0	0	0	0				0	869,179	4,392,478	
2035	858,808	0		10,000	868,808		0	0	0	0				0	868,808	5,261,286	
2036	858,411	0	63,135	10,000	931,546		0	0	0					0	931,546	6,192,832	
2037	857,989	0	74,314	10,000	942,303		0	0	0					0	942,303	7,135,135	
2038	857,541	0	85,622	10,000	953,163		0	0	0					0	953,163	8,088,298	
2039	857,067	0	97,060	10,000	964,127		0	0	0					0	964,127	9,052,424	
2040	856,567	0	108,629	10,000	975,196		0	0	0					0	975,196	10,027,621	
2041	856,041	0	120,331	10,000	986,372		0	0	0					0	986,372	11,013,993	
2042	855,488	0	132,168	10,000	997,656		0	0	0					0	997,656	12,011,648	
2043	854,908	0	144,140	10,000	1,009,047		0	0	0					0	1,009,047	13,020,696	
2044	854,301	0	156,248	10,000	1,020,549		0	0	0					0	1,020,549	14,041,245	
2045	0		168,495		168,495									0	168,495	14,209,740	
	\$ 20,725,047	\$ 6,480,450	\$ 1,150,142	\$ 250,000	\$ 28,605,639		\$ 5,073,450	\$ 1,342,449	\$ 6,415,899	\$ 6,600,000	\$ 500,000	\$ 680,000		\$ 14,395,899		\$ 14,209,740	

RESOLUTION NO. PC12-R2416

**A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE
PROJECT PLAN FOR TAX INCREMENTAL DISTRICT NO. 4
CITY OF OCONOMOWOC, WISCONSIN**

WHEREAS, §66.1105(4)(h), Wis. Stats., provides the authority and establishes procedures for amending an approved and adopted project plan for tax incremental districts; and

WHEREAS, the Plan Commission, after completing preliminary planning work, scheduled, gave public notice of, and on December 12, 2012, held a public hearing wherein interested parties were afforded a reasonable opportunity to express their views on the proposed amendment to the project plan for Tax Incremental District No. 4, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of the public hearing was sent to the chief executive officers of Waukesha County, Waukesha County Technical College, Fowler Lake Protection and Rehabilitation District, and the Board of Education of the Oconomowoc Area School District (the school district which includes property located within the proposed district), in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, the Plan Commission, after due consideration following the said public hearing, determined that the amended project plan for Tax Incremental District No. 4, due to an economic downturn has caused a lack of development in the downtown area, and it is necessary to stabilize the financial condition of Tax Incremental District No. 4, City of Oconomowoc, Wisconsin; and

WHEREAS, the donor tax increment district of which positive tax increments will be allocated and the recipient tax incremental district have the same overlying taxing jurisdictions; and

WHEREAS, in accordance with §66.1105(6)(f)2.b., TID #4 which is the recipient district was created upon a finding that not less than 50 percent, by area, of the real property within the district is blighted or in need of rehabilitation; and

WHEREAS, the City of Oconomowoc Plan Commission has prepared an amended project plan for Tax Incremental District No. 4, attached hereto as Exhibit A which:

1. Includes a statement as to existing uses and conditions of real property and promotion of orderly land development.
2. Includes proposed changes, if any, of:
 - a. Zoning ordinances;

- b. Official map;
- c. Building codes; and
- d. City codes.
3. A definition of blighted.
4. A statement listing the kind, number and location of all proposed public works or improvements within such district and without the district.
5. A statement as to Community Development Authority revitalization activities.
6. A statement as to the organizational, administrative and professional services.
7. A statement as to the estimated project and non-project costs, and project schedule.
8. Contains a statement as to financing methods.
9. Contains an economic feasibility study.
10. Contains a statement as to methods for the reallocation of displaced persons.
11. Contains a detailed list of projects and estimated project costs (Table 1).
12. Contains a detailed statement of TID project costs and timing (Table 2).
13. Contains a detailed statement of the proposed debt service schedule (Table 3).
14. Contains a statement as to territory proposed for addition to and subtraction from the district (Table 4).
15. Contains a table of development projections (Table 5).
16. Includes a projected tax increment schedule (Table 6).
17. Includes a cash flow forecast (Table 7).
18. Includes a map showing existing land use of proposed territory (Map 1).
19. Includes a map showing existing land use-amended TID (Map 2).
20. Includes a map showing proposed public works improvements (Map 3);

21. Contains an opinion of the City Attorney, advising that the amended project plan is complete and complies with §66.1105(4)(f) and (h), Wis. Stats.; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, before the Common Council may amend the project plan, the Plan Commission approves the amended district and submits its recommendation concerning the amendment to the Common Council.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Plan Commission of the City of Oconomowoc as follows:

1. That the Plan Commission hereby adopts such amended project plan for Tax Incremental District No. 4, attached to this resolution as Exhibit A, and recommends to the Common Council the approval of such project plan to receive donor increments, and that those donor increments are to be used for existing obligations, not new projects.

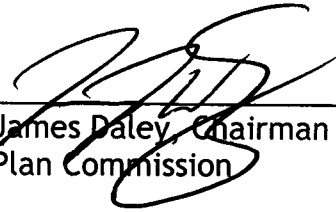
2. That the Plan Commission hereby recommends that the Common Council adopt the resolution attached to this resolution as Exhibit B hereof and entitled "A Resolution Making Certain Findings and Approving Project Plan Amendment No. 3 for Tax Incremental District No. 4, City of Oconomowoc, Waukesha County, Wisconsin," and thereby formally amends said district as of January 3, 2013, and approves its amended project plan to receive donor increment from TID 3 in accordance with the provisions of the Tax Increment Law.

3. That the City Clerk is hereby authorized and directed to provide the Mayor and Common Council with certified copies of this resolution, upon its adoption by the Plan Commission.

BE IT FURTHER RESOLVED, that pursuant to §66.1105(6)(e) & (f) this resolution is subject to approval by the Joint Review Board.

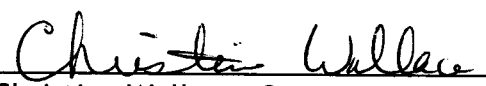
Adopted this 12th day of December 2012.

CITY OF OCONOMOWOC

By: 

James Daley, Chairman
Plan Commission

ATTEST:


Christina Wallace, Secretary

STATE OF WISCONSIN }
WAUKESHA COUNTY } ss.
CITY OF OCONOMOWOC }

CERTIFICATION

I, Diane Coenen, Clerk of the City of Oconomowoc, Waukesha County, Wisconsin, do hereby certify that the attached Resolution PC12-R2416 is a true copy of the Resolution adopted unanimously by the Plan Commission of the City of Oconomowoc at its regular meeting on December 12, 2012.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Oconomowoc, Wisconsin, this 13th day of December 2012.

CITY OF OCONOMOWOC

By: *Diane Coenen*
Diane Coenen, City Clerk
Oconomowoc, Wisconsin

EXHIBIT "A"

Project Plan Amendment No. 3

TAX INCREMENTAL FINANCE DISTRICT No. 4

City of Oconomowoc
Waukesha County, Wisconsin

DOWNTOWN

Prepared by:

City of Oconomowoc
Bureau of Economic Development &
Oconomowoc Community Development Authority

Ruekert & Mielke, Inc.

Created June 29, 2012

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TOC-1

12/13/12

Ruekert/Mielke
~4792177 > 101- 2012 Project Plan Amendment > Reports > Maps > Tax Incremental District No. 4 Amendment No. 3 20120629.doc~

MAPS

Map Number

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TAX INCREMENTAL FINANCE DISTRICT NO. 4

PROJECT PLAN AMENDMENT NO. 3

INTRODUCTION

The City of Oconomowoc has established the revitalization of the Downtown and the adjoining neighborhoods as a top priority. To that end, the City intends to utilize its various implementation programs, such as industrial development and redevelopment bonds, Community Development Authority's (CDA) lease revenue bonds, housing bonds, tax incremental financing (TIF), CDA rehabilitation loans and grants, and other State or federal programs that may be available.

In 2003, the City of Oconomowoc created Tax Incremental District No. 4 (TID No. 4) to (1) finance public works improvements, (2) provide incentives to the private sector which will result in the elimination of blighted conditions in areas in need of rehabilitation or conservation, and (3) stimulate planned commercial, housing, and mixed use development.

Since its creation in 2003, new opportunities for revitalization have arisen and the scope of proposed infrastructure improvements in the downtown area has increased significantly. Therefore, the City of Oconomowoc amended TID No. 4 by adding and deleting territory from the District and amending the Project Plan budget in 2006. Since that time, the focus of the redevelopment has been revised and required an Amendment No. 2 to TID No. 4 to add and also delete territory from the District and also to amend the Project Plan budget.

The economic downturn has caused a lack of development in the downtown area which has caused TID No. 4 to fall behind in the anticipated tax increment revenues. TID No. 4 Amendment No. 3 proposes to create a Donor TID in TID No. 3 to allow tax increments to be allocated to TID No. 4 in order to stabilize the financial condition of TID No. 4

It is a goal of the City to maintain the Downtown as a healthy, vibrant area and a center of community activities. Due to the competitive disadvantage of development in the downtown area versus the periphery, the City is using its economic development tools to encourage commercial, housing, and mixed-use development in the downtown area. This strategy is consistent with the goal of the City's Comprehensive Master Plan 2010-2030 to "protect and enhance the unique functional qualities of downtown and other special areas" and also conforms to the basic statutory purpose of TIF as established by the State. This Project Plan addresses the goals of (1) attracting a diverse residential population back to downtown; (2) maintaining the downtown as a center for commerce, education, and culture; and (3) promoting the downtown as an area with a dynamic mix of retail, restaurants, and entertainment.

The Downtown revitalization strategy to strengthen and stabilize the area by encouraging a diverse mix of opportunities, both commercial and residential, is a long-term goal for the redevelopment project. Locations for downtown commercial development should be provided through reinvestment into existing structures and the redevelopment of under-utilized sites or

vacant lands. The residential component should be provided by redeveloping suitable underutilized land for relatively high-density apartment and condominium dwelling units. The lakes and quaint downtown atmosphere are the most important physical assets that need to be maintained in Downtown Oconomowoc. These amenities have strategic significance for developing the Downtown in the long-term best interest of the City. Strategically targeted development can bring added vitality to Downtown Oconomowoc on evenings and weekends, and provide a major market for the downtown's entertainment, hospitality and retail sectors.

As more office workers and visitors come to new Downtown developments, and more residential development occurs, retailing can also be revived. The City of Oconomowoc has the opportunity to assist in the implementation of major projects that will affect the economic health and vitality of the Downtown and the entire community for decades to come.

PROPOSED AMENDMENT OF TAX INCREMENTAL DISTRICT NO. 4

Tax Incremental District No. 4 was created in 2003. The original project plan identified TID No. 4 as a "blighted area" or an area "in need of rehabilitation or conservation work", as defined by §66.1105, Wis. Stats. The Plan intended to create private investment in the area via revitalization and continued development and redevelopment of the City's downtown with the infusion of public investment. A major impetus for the investment in public infrastructure was the planned reconstruction of STH 16 (Wisconsin Avenue), which occurred in 2008. The City viewed this project as an opportunity to not only replace deteriorated utility infrastructure, but also to improve the aesthetics and vehicle and pedestrian accessibility of the downtown through streetscape improvements and signage and the reconstruction of municipal parking lots.

Since the creation of TID No. 4 in 2003, the scope of the proposed public infrastructure investment in the downtown area has increased significantly. The planning process for the downtown area has revealed several opportunities for major improvements to the transportation system in the downtown area. In order to improve north-south traffic flow through the downtown area and reduce congestion and accidents, the plans for the reconstruction of Wisconsin Avenue included the realignment of Silver Lake Street and the construction of a roundabout at the current intersection of Wisconsin Avenue and Walnut Street. The realignment of Silver Lake Street and the construction of a roundabout required the acquisition of all or a part of several properties in the downtown, as well as the relocation of several property owners, costs which were not anticipated as of the date that TID No. 4 was created, and thus created the need for Amendment No. 1.

In addition to an increased scope of public investment, the opportunities for private investment and redevelopment had expanded as well. Creation of TID No. 4 anticipated spurring high-value redevelopment in the TID, however, that has not occurred to the level that was planned. Some areas within and immediately adjacent to the TID that were not expected to redevelop as of the date of the original Project Plan have been purchased for redevelopment, or are likely to redevelop due to planned public infrastructure projects. The realignment of Silver Lake Street created new opportunities for redevelopment in the area bounded by Wisconsin Avenue to the north, Walnut Street to the east, Summit Avenue to the south and Cross Street to the west.

The purpose of Amendment No. 2 was to modify the TID No. 4 Project Plan to: 1) to include additional territory that will need to be redeveloped as the result of public infrastructure improvements in the downtown and/or will require TID assistance in order to redevelop; and 2) to subtract territory that is not likely to redevelop during the life of TID No. 4.

The purpose of this amendment is to allow for Donor TID increments from TID No. 3 to be allocated to TID No. 4 in order to stabilize the financial condition of TID No. 4. It is expected that the financial obligations of TID No. 3 will be satisfied in early 2013, and that the obligations for the Donor TID No. 3 will be satisfied by the end of 2014 which will allow TID No. 3 to close at the end of 2014.

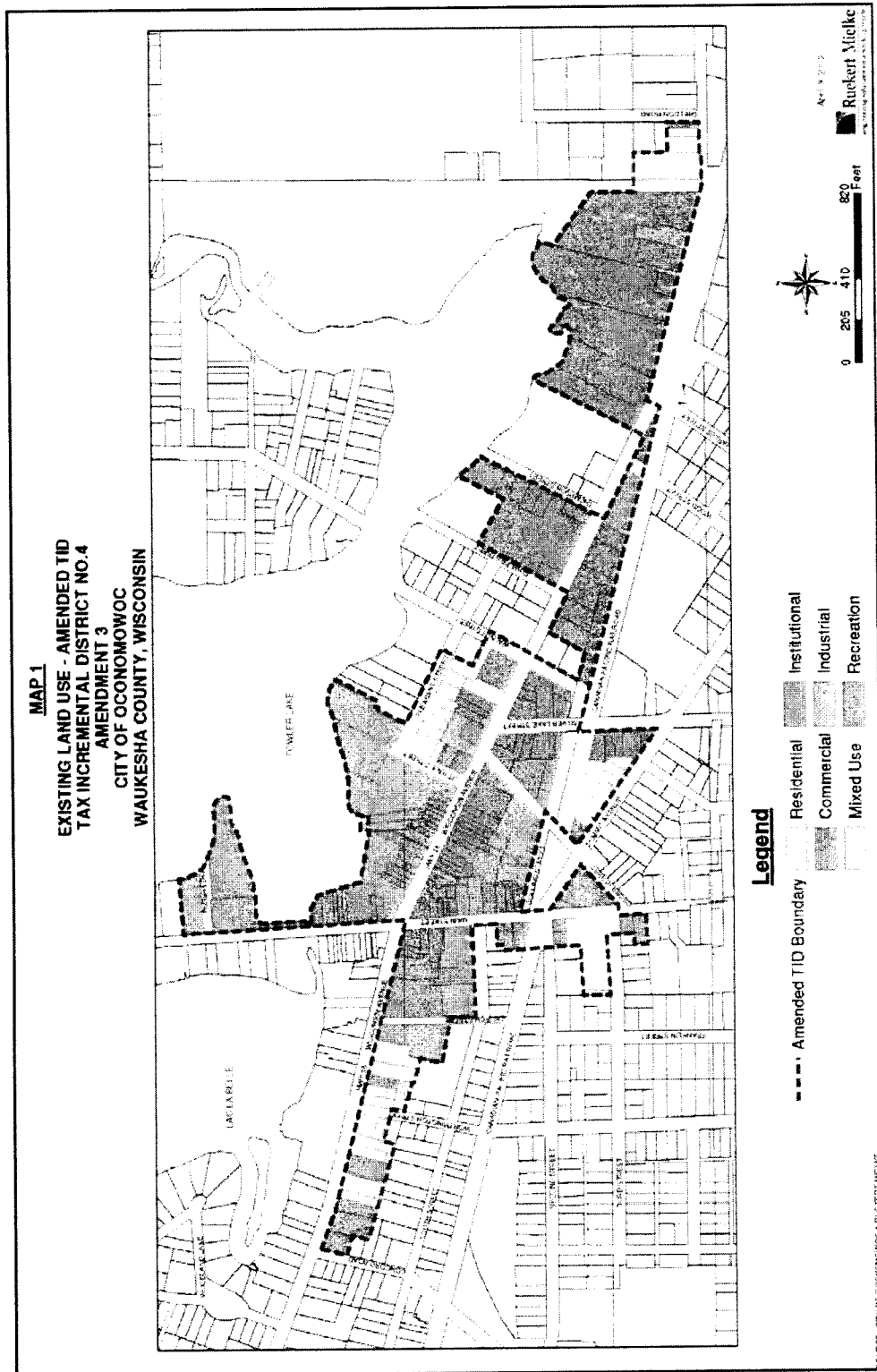
EXISTING USES AND CONDITIONS OF REAL PROPERTY AND PROMOTION OF ORDERLY LAND DEVELOPMENT

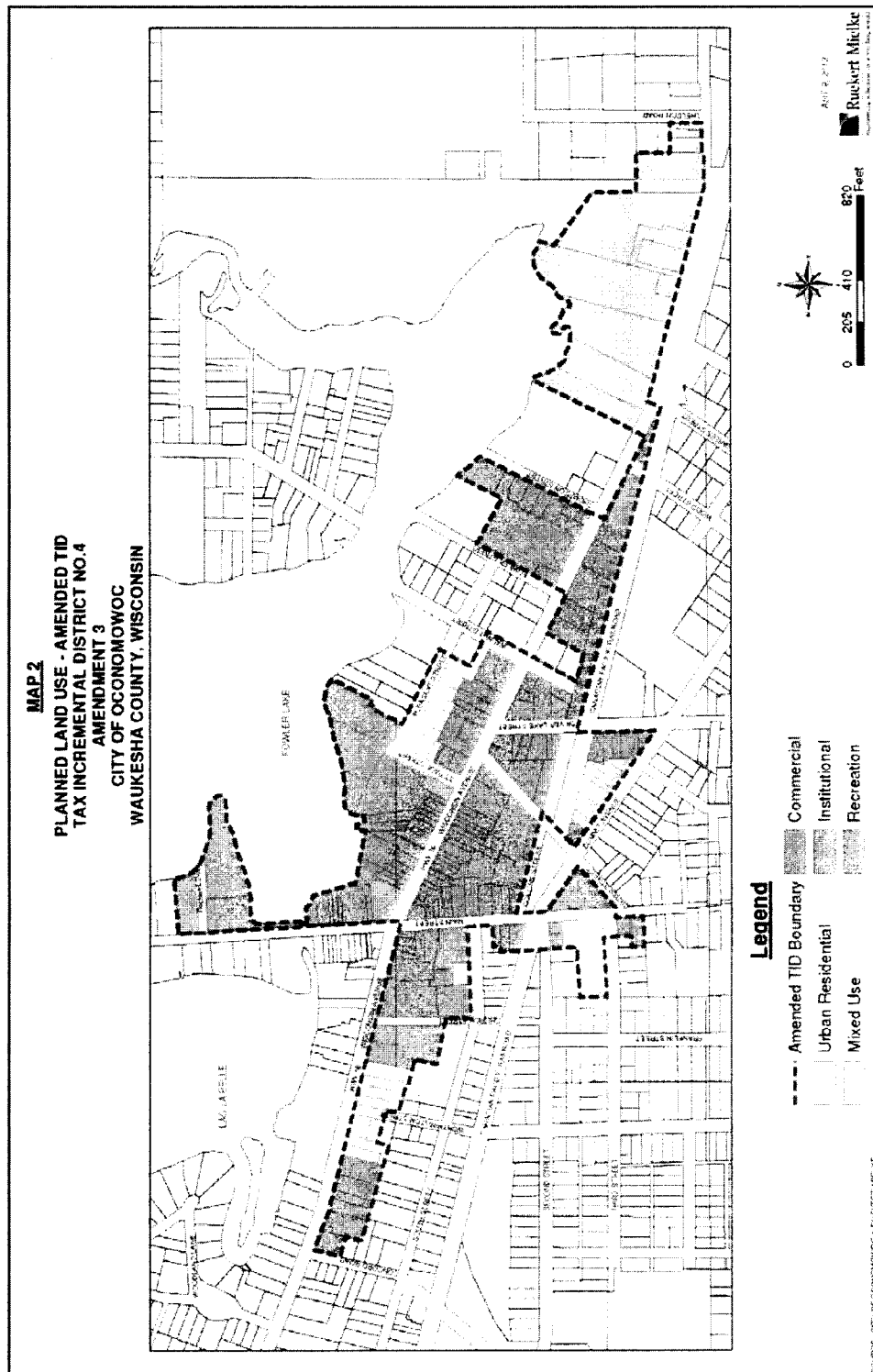
Downtown Oconomowoc is geographically located west of Sheldon Road, east of Concord Road, north of Summit Avenue and Third Street, and south of the dam on N. Main Street. The existing land uses of the territory within the proposed amended District are as shown on Map 1. The area is comprised of a variety of residential, commercial, institutional, transportation, and recreation uses. The residential area is characterized by a deteriorating housing stock, underscored by a high degree of multi-family dwellings and non-owner occupied housing. Copies of the East Wisconsin Avenue Area Development Plan (2010), Downtown Waterfront Master Plan and Parking Solutions (2009), Downtown Action Task Force (1997), Downtown Revitalization Plan and Market Analysis (2004), and City Comprehensive Plan (2010) are on file with the Office of the City Clerk, which outline the desired Community Character Plan and redevelopment areas.

This Project Plan highlights development projects that will greatly contribute to the overall goals of the City of Oconomowoc's Comprehensive Master Plan, namely 1) Protect and enhance the unique functional qualities of the Downtown, and other special areas; 2) Preserve and reestablish visually attractive development; 3) Facilitate the ability of the market to respond to emerging community needs; 4) Promote the diversification of the local economy; and 5) Promote the image of Oconomowoc as a good place to do business. These projects will also create economic and quality of life synergy with existing and adjacent community assets such as the lakes, quaint downtown shops and restaurants. The planned land uses of the territory within the proposed amended District are as shown on Map 2.

PROPOSED CHANGES IN ORDINANCES, CODES OR PLANS

The project elements proposed in this Project Plan Amendment No. 3 conform to the objectives and conceptual recommendations contained in the City's Comprehensive Plan, as approved by the City Plan Commission and City Council. Also taken into consideration are the recommendations identified in the 1998 Retail Consulting Study. No changes in the Official Map, Building Codes, or other City Ordinances are anticipated in order to implement the Project Plan, except for possible zoning changes if they become necessary. In the event changes are determined as necessary to further goals of the City, the City Council reserves the right to make changes in accordance with local and State requirements. Zoning changes may be needed to accomplish the objectives of the Project Plan. Sites proposed for redevelopment may not contain





the proper zoning necessary to change the use. These re-zonings should occur at the time that specific development proposals are made.

DEFINITION OF BLIGHTED

The definition of "blighted" or "in need of rehabilitation and conservation work" as referenced in the Tax Incremental Law provides a broad range of existing conditions that can meet the blighted test. The definition does not mean that the area must be completely uninhabitable or decimated. The definition simply means that the area has deteriorating conditions warranting improvements to increase living or economic conditions.

Specific to the current conditions in the City's Downtown, the definition means that there are existing substandard structures and site improvements that were constructed prior to the safer and improved standards of today and the structures, sites and site improvements lack size, adequacy and emergency accessibility that impairs the sound and safe growth of the City. It also means that there is a need to acquire and demolish or rehabilitate buildings in order to reduce traffic hazards or eliminate obsolete uses. Finally, it means that there is a need to reconstruct streets and utilities in order to conserve and rehabilitate the downtown area as a center of commercial and residential activity within the City.

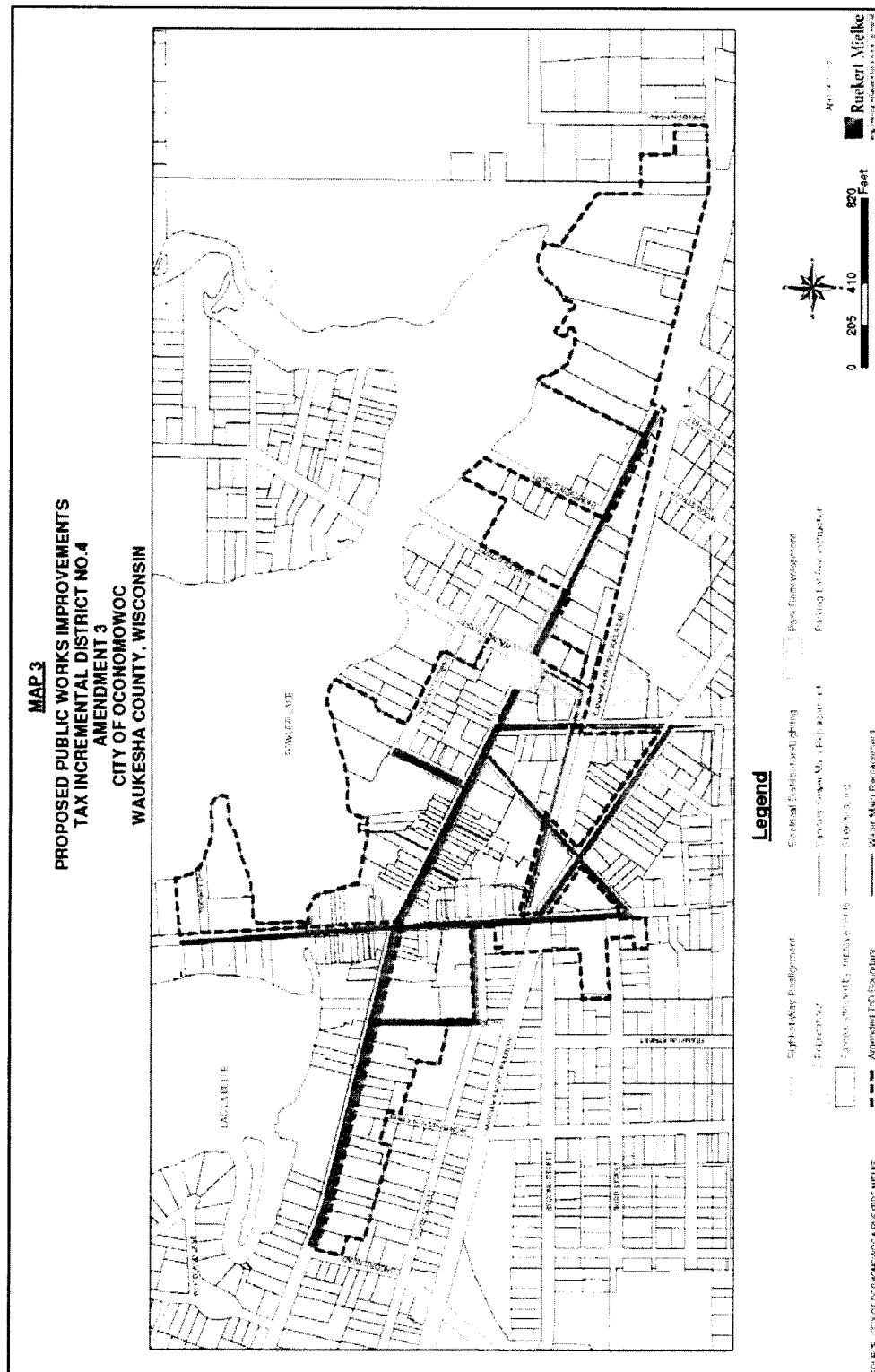
In accordance with §66.1105(4)(gm)4., Wis. Stats., more than 50 percent of the additional area of the amended TID No. 4 is considered blighted or in need of rehabilitation and conservation work. It is not the intent of this Amended TID No. 4 Project Plan to initiate City sponsored property acquisitions and property improvements. Simply, it is the stated intent of the City to improve public conditions (the improvement of transportation and parking facilities, streetscaping and public park amenities) and to provide financial assistance to property owners and developers that will initiate private investment to improve private property within the District and beyond.

PROPOSED PUBLIC WORKS IMPROVEMENTS

In order to promote commercial and residential redevelopment within the District, it was necessary to provide public infrastructure improvements and incentives for private reinvestment and redevelopment of specific properties that are blighted or in need of rehabilitation or conservation work. The following is a description of the public works projects that the City has implemented within the District. The locations of the public works projects are as shown on Map 3.

Sewage Collection System

The District is currently served with sanitary sewerage facilities. However, many of the collector sewers within the District were nearing the end of their useful lives and did not have sufficient capacity to serve the area. The City has replaced most of the collector sewers within the District.



Water System Improvements

The District is currently served with municipal water system facilities. However, many of the water mains within the District were nearing the end of their useful lives and did not have sufficient capacity to serve the area. The City has replaced most of the water mains within the District.

Electrical Distribution

The electrical distribution system within the District is part of the City's older, lower voltage electrical system, which did not have sufficient capacity to reliably serve the area. The City replaced the existing electrical distribution system within the District to convert the area to the City's newer, higher voltage system, which has sufficient capacity to serve the area.

Street Reconstruction

Street reconstruction was completed by the Wisconsin Department of Transportation (WisDOT) for east & west Wisconsin Avenue in 2008. The City funded the streetscaping and sidewalk elements of this project, which are described below. The project included the realignment of Silver Lake Street and the construction of a roundabout at the location of the current intersection of Wisconsin Avenue and Walnut Street. The City was also responsible for the cost of acquiring the additional right-of-way that was needed for the roundabout.

Streetscape Improvements

In addition to standard reconstruction, curb, gutter, and utility work, certain streets within TID No. 4 warranted special aesthetic treatment. Improved intersections for safe crossings and traffic calming features are typical elements that were implemented in the District. In addition, special pavement treatment, trees, tree grates, shrubs, ornamental lighting, flower beds, public art, and decorative banners or decorations, were included in this streetscape improvement. The urban design character of Downtown Oconomowoc is enhanced as the community's focal point. Specialty street lighting that is also maintenance friendly was extended east on Wisconsin Avenue and Collins and Silver Lake Street.

Parking Lot Reconstruction

Parking lot reconstruction is planned for those parking lots in which pavement has deteriorated to an unacceptable degree. The following TID No. 4 parking lots are targeted for reconstruction:

Church Street and Second Street municipal lot/West Wisconsin Avenue
Collins Street municipal lot
City Hall and Fowler Lake municipal lot

COMMUNITY DEVELOPMENT AUTHORITY REVITALIZATION ACTIVITIES

In addition to the traditional public improvements, such as streets and utilities, TID No. 4 includes a variety of other improvements aimed at improving the total area. In accordance with Sections §66.1333 and §66.1337, Wis. Stats., the Oconomowoc Community Development

Authority plans to undertake a variety of revitalization activities in the TIF District. As stated in a previous section, the CDA may use its authority under §66.1333, Wis. Stats., to issue financing in the form of housing-revenue or lease-revenue bonds in order to facilitate development projects. In order to exercise this authority, the CDA would have to create a Redevelopment Site Plan that would be an area within the proposed TID No. 4.

Property Assembly

Where necessary or convenient to the implementation of Project Plans for TIF districts, assistance in the form of loans or grants may be provided to private development projects that demonstrate that “but for” such TIF assistance, the project would not occur. In order to facilitate the revitalization and redevelopment of private property, property assembly grants to property owners or developers may be necessary in this TIF District. As required by §66.1105(2)(f)2.d., Wis. Stats., property assembly grants will not be made until the City has an approved site plan and a signed developer’s agreement with a developer for the particular site to be acquired.

Building Demolition

Where necessary or convenient to the implementation of Project Plans for TIF districts, assistance in the form of loans or grants may be provided to private development projects that demonstrate that “but for” such TIF assistance, the project would not occur. The City may assist with the costs of demolishing existing unused, vacant, or underused buildings in order to provide suitable building sites for redevelopment and a public park. As required by §66.1105(2)(f)2.d., Wis. Stats., this activity would not be undertaken until such time as the City has approved a site plan and a developer agreement from a developer for a particular site.

Relocation Expense

In the event that the City acquires any properties by eminent domain for construction of public improvements, the City would be required to pay for the relocation expenses associated with moving the current occupants to another location. The adoption of the Project Plan and boundary for TID No. 4 does not initiate land acquisition by eminent domain on the part of the CDA or the City.

Site Improvement Loans & Grants

Where necessary or convenient to the implementation of Project Plans for TIF districts, assistance in the form of loans or grants may be provided to private development projects that demonstrate that “but for” such TIF assistance, the project would not occur. Such TIF funds are to be used to reduce the cost for site improvements. Site improvements could include construction of buildings, the preparation of sites for construction, environmental remediation, the landscaping of sites, architectural and engineering work related to the preparation of development plans for properties, and similar types of related activities. Limited TIF funds have been designated for this purpose in this Project Plan. However, funds may be transferred or reallocated from other activities, if deemed necessary and appropriate by the City, without an amendment to the Project Plan, so long as the total of all TID expenditures, including the cost of this activity, does not exceed the total amount of project costs adopted in this Project Plan Amendment. For purposes of this Project Plan Amendment, it was assumed that the District

would fund the net present value of an interest rate subsidy for the City to offer no-interest loans to property owners. However, the City reserves the right to offer other types of reduced-interest loans and grants.

Rehabilitation and Revitalization Loans

To improve Downtown Oconomowoc within TID No. 4, it is intended that below-market rate loans may be made available to tenants or owners of housing, commercial, and mixed-use properties. The CDA may establish a revolving loan fund for this purpose, with financial assistance during the initial years of the fund provided by the District. Owners may be assisted in making architectural modifications to buildings to enhance existing businesses and in the remodeling of vacant properties to accommodate new businesses and/or residential development. Architectural modifications to buildings are anticipated to allow for potential façade replacement or renovation. Façade improvements could vary from minor architectural changes to the entire replacement of a façade. Standards for commercial façade renovation or replacement should generally conform to the design drawings contained in the Pfaller Herbst Associates study, and recommendations from the City's Architectural Commission. Limited TIF funds have been designated for this purpose in this Project Plan. However, funds may be transferred or reallocated from other activities, if deemed necessary and appropriate by the City, without an amendment to the Project Plan, so long as the total of all TID expenditures, including the cost of this activity, does not exceed the total amount of project costs adopted in this Project Plan Amendment. For purposes of this Project Plan, it was assumed that the District would fund the net present value of an interest rate subsidy for the CDA to offer no-interest loans to property owners. However, the CDA reserves the right to offer reduced-interest loans.

Commercial Real Estate Marketing

The CDA, on a case-by-case basis, may assist in providing funds to assist in covering the cost to hire a commercial real estate broker to facilitate the occupancy of retail spaces. The guidelines for this concept would be developed by City Staff prior to implementation.

ORGANIZATIONAL, ADMINISTRATIVE AND PROFESSIONAL SERVICES

This category of project cost includes estimates for administrative, professional, organizational, and legal costs. Project costs may include salaries, including fringe benefits, of employees engaged in the planning, engineering, implementing, and administering activities in connection with TID No. 4, supplies and materials, contract and consultant services, and those costs of City departments such as the Administrator/Treasurer, Finance Director, City Attorney, Public Works, Parks, City Planner, and Economic Development Director, and the Office of the Mayor, inasmuch as such costs are directly related to the planning and development of TID No. 4.

ESTIMATED PROJECT AND NON-PROJECT COSTS AND PROJECT SCHEDULE

Any costs directly or indirectly related to public works projects benefiting the District are considered "project costs" as defined by §66.1105, Wis. Stats., and are eligible to be paid for with tax increment revenues of the District. Project costs may include capital costs for public infrastructure improvements, new buildings, structures and fixtures, the demolition, alteration, remodeling, repair or reconstruction of existing buildings, the acquisition of equipment to service

the District, the removal or containment of, or restoration of soil or groundwater affected by, environmental pollution, and the clearing and grading of land; financing costs, real property assembly costs; professional service costs; imputed administrative costs for the time spent by City employees in connection with implementing the Project Plan; relocation costs; organizational costs; costs related to redevelopment or urban renewal as authorized by §66.1333(13), Wis. Stats., and any other costs which are deemed necessary or convenient for the creation of a district, as listed in §66.1105(2)(f), Wis. Stats. Project costs are costs that will be recovered through tax incremental revenues generated by the District and may not exceed the proportionate share of costs that benefit the tax incremental district. Non-project costs are costs incurred by the City that may not be considered project costs, such as the cost to construct or expand administrative buildings, police and fire buildings, libraries, community and recreational buildings and school buildings, the cost of constructing any facility that the City generally finances with utility user fees, or general government operating expenses unrelated to the creation of a tax incremental district. Non-project costs may also include costs that benefit the District but which will be financed with other revenue sources. For the proposed District, the non-project costs will be paid by revenues from the City Sewer, Water and Electrical Utilities, grant funding to be applied for from the State of Wisconsin or other sources, repayments of site improvement and rehabilitation loans, and potentially the City Capital Improvement Fund.

The original Project Plan identified a list of projects and estimated project and non-project costs that the City expected to implement within or benefiting this District. Although the City has expended some funds to date, many of the projects have not yet been completed. Table 1 summarizes the estimated total costs of proposed projects within the downtown area, excluding capitalized interest and debt issuance costs. These costs include costs that were listed in the original project plan, proposed adjustments to original project plan estimates, and additional proposed projects. Total costs, with all adjustments, are estimated at \$22,794,536. The amended District project costs are approximately \$11,161,588 with a combination of grant funding, utility revenues, repayment of site improvement and rehabilitation loans, and the City capital improvement funding approximately \$11,632,948 of non-project costs.

Wisconsin Statutes require that expenditures be made no later than 5 years before the unextended termination date of the District. The latest unextended termination date for TID No. 4 is September 2, 2030, therefore project expenditures must occur prior to September 2, 2025. Table 2 shows the prior and anticipated TID project costs by year, including capitalized interest and debt issuance costs. Total project costs to be funded by the District, including capitalized interest and debt issuance, are estimated at \$11,831,367.

The costs identified in this Project Plan are preliminary estimates made prior to completion of all final project element design and bidding. The City reserves the right to reallocate funds among the various project element categories, or fund any additional project elements directly or indirectly related to the project elements listed, as long as the total District project costs are not exceeded. The actual TIF-eligible project costs may vary or other TIF-eligible projects may be substituted for the project costs listed in this plan without a plan amendment, so long as the total amount of project costs does not exceed the total amount of \$11,831,367 adopted in this Project Plan. The City further reserves the right to omit certain project elements if development within the District does not occur at the pace anticipated in this Project Plan.

Table 1
Total Project Costs
Project Plan Amendment #3
Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin

Project / Activity	Total Costs			TID No. 4 Project Costs			Other Funding Sources			
	2006			2006			Utility Funds	Potential Grant Funding (Minimum - Maximum)	City Capital Improvement Fund (Minimum - Maximum)	
	Amended Project Plan Estimates	Amendment No. 2 Adjustments	Amended Cost Estimate	Amended Project Plan Estimates	Amendment No. 2 Adjustments	Amended Cost Estimate				
Amendment										
Waterfront Improvements	\$0	\$1,450,000	\$1,450,000	\$0	\$1,450,000	\$1,450,000				
City Share for Wisconsin Avenue Reconstruction	\$1,456,567	(\$967,908)	\$488,659	\$1,456,567	(\$967,908)	\$488,659				
ROW Acquisition for Wisconsin Ave. (incl. relocation)	\$2,858,000	(\$137,225)	\$2,720,775	\$2,858,000	(\$137,225)	\$2,720,775				
Wisconsin Avenue Reconstruction - Engineering	\$50,000	\$199,775	\$249,775	\$50,000	\$199,775	\$249,775				
Subtotal Project Cost - Amendment	\$4,364,567	\$544,642	\$4,909,209	\$4,364,567	\$544,642	\$4,909,209	\$0	\$0	\$0	\$0
Original Project Plan										
Sanitary Sewer	\$1,100,000		\$1,100,000	\$0	\$0	\$0	\$1,100,000	\$0	\$0	\$0
Water Distribution	\$1,892,450		\$1,892,450	\$0	\$0	\$0	\$1,892,450	\$0	\$0	\$0
Electrical Distribution / Lighting	\$950,656		\$950,656	\$0	\$0	\$0	\$950,656	\$0	\$0	\$0
Streetscape Improvements	\$5,233,599		\$5,233,599	\$1,843,867	(\$1,652,716)	\$191,151	\$0	\$2,521,224	\$5,042,448	\$0
Parking Lot Reconstruction	\$1,289,200		\$1,289,200	\$1,289,200	(\$664,200)	\$625,000	\$0	\$0	\$664,200	\$0
Property Assembly ⁽¹⁾	\$2,000,000	\$1,456,469	\$3,456,469	\$2,000,000	\$1,456,469	\$3,456,469	\$0	\$0	\$0	\$0
Misc Building Demolition	\$600,000	\$118,719	\$718,719	\$600,000	\$118,719	\$718,719	\$0	\$0	\$0	\$0
Relocation Expense	\$604,000	(\$604,000)	\$0	\$604,000	(\$604,000)	\$0	\$0	\$0	\$0	\$0
Site Improvement Loans and Grants	\$500,000	(\$400,000)	\$100,000	\$500,000	(\$400,000)	\$100,000	\$0	\$0	\$0	\$0
Rehabilitation and Revitalization Loans	\$500,000	(\$500,000)	\$0	\$500,000	(\$500,000)	\$0	\$0	\$0	\$0	\$0
Marketing	\$100,000	(\$100,000)	\$0	\$100,000	(\$100,000)	\$0	\$0	\$0	\$0	\$0
Contingency ⁽²⁾	\$1,206,790	(\$436,757)	\$770,033	\$473,507	(\$366,757)	\$106,750	\$394,311	\$0	\$134,486	\$268,972
Planning, Design Eng., Const. Inspection, TID Admin.,										
City Force Account, Legal ⁽³⁾	\$2,224,063	\$150,138	\$2,374,201	\$904,152	\$150,138	\$1,054,290	\$709,759	\$0	\$453,820	\$610,152
Subtotal Project Cost - Original	\$18,200,758	(\$315,431)	\$17,885,327	\$8,814,726	(\$2,562,347)	\$6,252,379	\$5,047,175	\$0	\$3,476,242	\$6,585,772
Total Net Projected Cost - Original Plus Amendment	\$22,565,325	\$229,211	\$22,794,536	\$13,179,293	(\$2,017,705)	\$11,161,588	\$5,047,175	\$0	\$3,476,242	\$6,585,772

Notes:

- 1) Assumes assistance of approximately 13% of the purchase price, on average for sites that may need such assistance.
- 2) Contingency of 10% on Sanitary Sewer, Water Distribution, Electrical Distribution/Lighting, Streetscaping, and Parking Lot Reconstruction, and 5% on Property Assembly, Building Demolition, and Relocation Expense.
- 3) Assumes 18% on Sanitary Sewer, Water Distribution, Electrical Distribution/Lighting, Streetscaping, and Parking Lot Reconstruction, 10% on Property Assembly and Building Demolition, and 5% on Relocation Expense, Site Improvement Loans and Grants and Rehabilitation and Revitalization Loans.

12/13/12

Table 2

TID Project Costs and Timing
Project Plan Amendment #3
Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin

	<u>Total Costs</u>	<u>Prior to 2012</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017-2030</u>
Amended Project Costs								
Waterfront Improvements	\$1,450,000			\$750,000				\$700,000
City Share for Wisconsin Avenue Reconstruction	\$488,659	\$488,659						
ROW Acquisition for Wisconsin Ave. (incl. relocation)	\$2,720,775	\$2,720,775						
Wisconsin Avenue Reconstruction - Engineering	\$249,775	\$249,775						
Streetscape Improvements	\$191,151	\$191,151						
Parking Lot Reconstruction	\$625,000			\$275,000	\$350,000			
Property Assembly	\$3,456,469	\$1,871,469	\$585,000 ¹	\$1,000,000				
Misc Building Demolition	\$718,719	\$168,719	\$150,000	\$250,000	\$150,000			
Relocation Expense	\$0							
Site Improvement Loans and Grants	\$100,000	\$100,000						
Rehabilitation and Revitalization Loans	\$0							
Marketing	\$0							
Contingency ⁽¹⁾	\$106,750		\$36,750	\$62,500	\$7,500			
Planning, Design Eng., Const. Inspection, TID Admin., City								
Force Account, Legal	\$1,054,290	\$791,790	\$40,000	\$41,500	\$43,000	\$44,500	\$46,000	\$47,500
Subtotal Project Cost - 2006 Amended	\$11,161,588	\$6,582,338	\$811,750	\$2,379,000	\$550,500	\$44,500	\$46,000	\$747,500
Financing Costs								
Capitalized Interest	\$558,889	\$558,889						
Bond Discount & Issuance	\$110,890	\$54,890		\$56,000			\$0	
Subtotal Financing Costs	\$669,779	\$613,779	\$0	\$56,000	\$0	\$0	\$0	\$0
Total Net Original Projected and Amendment TID Costs	\$11,831,367	\$7,196,117	\$811,750	\$2,435,000	\$550,500	\$44,500	\$46,000	\$747,500

Notes:

1) Contingency of 5% on Property Assembly and Building Demolition.

12/13/12

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 -4792177 TID 4 Amendment > 101- 2012 Project Plan Amendment > Reports > Maps > Tax Incremental District No. 4 Amendment No. 3 20120629.doc~

FINANCING METHODS

Project costs incurred to date have been funded by a combination of tax incremental revenues, General Obligation Bonds, and funds borrowed from the City General Fund. Funds borrowed from the General Fund are being repaid with interest.

To the extent possible, the City intends to pay for project costs from Tax Incremental Revenues as redevelopment occurs or as overall property values increase along with Donor TID increments provided from TID No. 3. Table 3 shows a debt service schedule for bond issues. Under Wisconsin Statutes 66.1105(6) (a) 4. no tax increments may be allocated to project costs later than 27 years after the creation date of the District. The schedule shown in Table 3 assumes that the bond issues would be amortized before the termination date of the TID. Because of the current economic conditions, the City is proposing that a Donor TID be created utilizing the increments from TID No. 3 to help finance the existing expenditures which have been made to date for TID No. 4. It is expected that the financial obligations of TID No. 3 will be satisfied in early 2013, and that the obligations for the Donor TID No. 3 will be satisfied by the end of 2014 which will allow TID No. 3 to close at the end of 2014.

ECONOMIC FEASIBILITY

Tax Increment Financing

The project expenditures identified within this plan are anticipated to be paid for by the tax increment revenues generated by economic growth within the District supplemented by Donor TID increments from TID No. 3. When a tax incremental district is created, the value of real and personal property within the District at the time of creation is established as the "base value" of the District. Any increase in the value of district property over the base value is considered "value increment". Property tax collected on the base value is distributed to all taxing jurisdictions according to the normal distribution of tax revenue, but property tax collected on any value increment is "tax incremental revenue" and accrues entirely to the City to be applied against project expenditures associated with the District. For a TID amendment that modifies boundaries, the value of real and personal property within the additional territory at the time of the amendment will be added to the "base value" of the District. The "base value" of any territory subtracted from the District will be subtracted from the base value of the District.

For TID No. 4, all project expenditures must be made 5 years prior to termination, or by September 2, 2025. Most project expenditures are expected to be financed by the issuance of debt obligations. Tax incremental revenues pay the principal and interest on the debt. The City has a limited period in which to repay debt obligations incurred for the District. The statutory limit is defined as 27 years from the date of creation of the District, which in the case of TID No. 4 is September 2, 2030.

Upon termination of the District, all tax revenue generated by property within what had been the District is distributed to the taxing jurisdictions in a proportional manner according to the normal distribution of tax revenue. It is only during the existence of the tax incremental district that the tax increment revenue flows only to the City for the purpose of covering District project costs.

Table 3
Proposed Debt Service Schedule
Project Plan Amendment #3
Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin

Year	2011 Bond Issue			Current Outstanding Internal Advance			2012 Internal Advance			2013 Debt Issue			Total Issues		
	Type	Amount	Interest Rate	Type	Amount	Interest Rate	Type	Amount	Interest Rate	Type	Amount	Interest Rate	Type	Amount	Interest Rate
2012	Principal	\$87,514	2.00%	Principal	\$23,371	1.75%	Principal	\$2,625	1.75%	Principal	\$50,000	4.50%	Principal	\$3,485,500	
2013	Interest	\$87,514		Interest	\$23,371		Interest	\$2,625		Interest	\$172,395		Interest	\$125,696	
2014	P & I Total	\$175,028		P & I Total	\$46,743		P & I Total	\$5,250		P & I Total	\$189,390		P & I Total	\$151,392	
2015	Balance	\$2,099,700		Balance	\$1,358,871		Balance	\$152,625		Balance	\$175,145		Balance	\$125,145	
2016	Principal	\$2,099,700		Principal	\$1,358,871		Principal	\$152,625		Principal	\$175,145		Principal	\$125,145	
2017	Interest	\$2,099,700		Interest	\$1,358,871		Interest	\$152,625		Interest	\$175,145		Interest	\$125,145	
2018	P & I Total	\$4,199,400		P & I Total	\$2,717,743		P & I Total	\$305,250		P & I Total	\$350,290		P & I Total	\$250,290	
2019	Balance	\$2,099,700		Balance	\$1,358,871		Balance	\$152,625		Balance	\$175,145		Balance	\$125,145	
2020	Principal	\$2,099,700		Principal	\$1,358,871		Principal	\$152,625		Principal	\$175,145		Principal	\$125,145	
2021	Interest	\$2,099,700		Interest	\$1,358,871		Interest	\$152,625		Interest	\$175,145		Interest	\$125,145	
2022	P & I Total	\$4,199,400		P & I Total	\$2,717,743		P & I Total	\$305,250		P & I Total	\$350,290		P & I Total	\$250,290	
2023	Balance	\$2,099,700		Balance	\$1,358,871		Balance	\$152,625		Balance	\$175,145		Balance	\$125,145	
2024	Principal	\$2,099,700		Principal	\$1,358,871		Principal	\$152,625		Principal	\$175,145		Principal	\$125,145	
2025	Interest	\$2,099,700		Interest	\$1,358,871		Interest	\$152,625		Interest	\$175,145		Interest	\$125,145	
2026	P & I Total	\$4,199,400		P & I Total	\$2,717,743		P & I Total	\$305,250		P & I Total	\$350,290		P & I Total	\$250,290	
2027	Balance	\$2,099,700		Balance	\$1,358,871		Balance	\$152,625		Balance	\$175,145		Balance	\$125,145	
2028	Principal	\$2,099,700		Principal	\$1,358,871		Principal	\$152,625		Principal	\$175,145		Principal	\$125,145	
2029	Interest	\$2,099,700		Interest	\$1,358,871		Interest	\$152,625		Interest	\$175,145		Interest	\$125,145	
2030	P & I Total	\$4,199,400		P & I Total	\$2,717,743		P & I Total	\$305,250		P & I Total	\$350,290		P & I Total	\$250,290	
	Balance	\$2,099,700		Balance	\$1,358,871		Balance	\$152,625		Balance	\$175,145		Balance	\$125,145	

1) Project costs include expenditures for property assembly, demolition, relocation assistance, and site improvement loans and grants. Expenditures for assistance to property owners and/or developers will not occur, and the City will not bond for these costs, unless the City has a signed agreement with a property owner or developer.
2) Estimated at approximately 2% of project costs borrowed.

This section of the report is intended to demonstrate whether or not the tax incremental revenues generated by anticipated development within the proposed District will be sufficient to pay for the project costs relating to the District within the time period allowed by Wisconsin Statutes.66.1105.

Included in this section are schedules showing the anticipated value increments from new development, projected tax rates and the projected tax incremental revenues to be generated within the District along with any proposed Donor TID increments provided from TID No. 3. This information, as well as that from the debt service schedules, is summarized in a cash flow statement to illustrate whether the amounts and timing of anticipated tax incremental revenues will match the principal and interest payments required for the debt obligations.

Base Valuation – Area Amendment

According to Wisconsin Statutes 66.1105(4)(gm)4.c., the value of City property within existing and proposed tax incremental districts must be within statutorily defined limits as of the date of creation or amendment. To meet these limits, the sum of the value increment of all existing Districts plus the base value of all parcels being added to the District, minus the value increment of any parcels being subtracted from the District, must not exceed 12% of the City's total equalized value.

The City's total equalized value as of December 31, 2011 was \$1,921,427,200. The total equalized value increment within the existing TID No. 3 and TID No. 4 as of January 1, 2011 was \$212,719,100.

Value of New Development

The expectations for development in TID No. 4 have been developed and predicated upon input from a series of planning exercises and studies conducted for the City and downtown area, as well as development proposals received by the City. These exercises involved citizen participation components and supplemented by the long-range planning goals established by the Common Council. A proposed land use map, shown as Map 2, has been developed which indicates preferences for housing, commercial, retail, office, and public facilities in selected areas within the proposed TID No. 4. Projections for the pace and value of new development during the remaining life of TID No. 4 were prepared with input from City Staff.

Based upon current factors and development proposals for the District, the Project Plan could expect housing units to be constructed within the next 10 years. Experience with proposed downtown housing developments indicates that public financial assistance may be necessary to make housing projects economically feasible in the downtown area. It may be beneficial for a portion of the tax increment generated by increased value increments be applied directly to the housing development to create financially feasible projects.

Retail and commercial development is also anticipated in the TIF District. Several areas will be targeted that are currently underutilized, or need to be revitalized. Areas for potential revitalization will spur new interest into the Downtown for commercial and retail projects. It is recommended that mixed use development take place including residential, office, retail and

entertainment uses that are compatible with the adjoining zoning districts. Additional potential may exist as implementation progresses.

The actual time period within which these areas may develop depends upon many variables, which are unpredictable at this time. The combined increase in equalized value from new housing, commercial, retail, and office development during the remaining life of TID No. 4 is expected to total \$28,622,187, as shown in Table 6.

Projected Tax Rates

For purposes of calculating projected tax incremental revenue, it was assumed that the expenditures of the taxing jurisdictions will increase at a slower pace than the increase in equalized property values, and that the property tax rates may decline slightly or remain relatively flat throughout the life of the District. The projected initial tax rate is \$18.00 per \$1,000 of equalized value. This amount approximates the 2011 total rate for properties within the City.

Projected Tax Incremental Revenues

Table 6 sets forth the tax incremental revenues that are projected to be generated from the entire District. The amounts shown in the Improvements column represents new construction completed in that year, while the amounts shown in the Inflation column represent the economic increase in the equalized property values of land and existing improvements. New construction that takes place in Year One will be recognized as current year value increment in Year Two and the tax incremental revenue from that construction will be collected in Year Three.

Cost Recovery

The cost to be recovered from tax incremental revenues generated within the District is the cost of any projects that are cash financed, plus the debt service on bonds issued to finance the project costs. In order for the proposed projects to be economically feasible, it must be demonstrated that the anticipated tax incremental revenues from the District will be sufficient to meet the debt service obligations of the District and recover all project costs within the statutory time limits.

Table 7 shows the projected cash flow for the District, assuming the project costs, bond issues, debt service schedules, tax incremental revenues and Donor TID incremental revenue as described in prior sections of this plan. As this schedule demonstrates, the tax incremental revenues are expected to be sufficient to support debt service costs associated with the projects.

Based upon the assumptions made in this plan, the District should be able to cover debt service and accumulate a cash balance which would be sufficient to retire all outstanding District debt in 2029, as shown on Table 7 at which time the District would be terminated. The cash balance remaining in the final year after the District is terminated will be returned to each of the taxing jurisdictions on a proportionate basis.

Table 4

**Territory Proposed for Addition and Subtraction
Project Plan Amendment #3
Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin**

Description	Tax Key Number	Address of Property	Total	Estimated	Estimated	2012
			Assessed Value	Equalized Value	Base Value ⁽¹⁾	
Total Territory Subtractions			\$0	\$0	\$0	\$0
Total Territory Additions			\$0	\$0	\$0	\$0

1) As of 1/1/12 for parcels proposed for addition to the TID. As of 1/1/03 for parcels currently in the TID but proposed for subtraction from the TID.

Table 5
Development Projections
Project Plan Amendment #3
Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin

Year	Retail Development			Residential Condo Development		Total Development		
	Square Feet (SF)	Value per SF	Total Value	Units	Total Value	Redeveloped Value	Less: Current Value	Incremental Value
2012	16,000	\$16	\$256,000	0	0	\$256,000	\$0	\$256,000
2013	15,000	\$170	\$2,550,000	0	0	\$2,550,000	\$0	\$2,550,000
2014	0	\$0	\$0	52	2,860,000	\$2,860,000	\$455,000	\$2,405,000
2015	0	\$0	\$0	0	0	\$0	\$0	\$0
2016	0	\$0	\$0	50	2,750,000	\$2,750,000	\$505,000	\$2,245,000
2017	0	\$0	\$0	0	0	\$0	\$0	\$0
2018	3,000	\$170	\$510,000	18	990,000	\$1,500,000	\$750,000	\$750,000
2019	0	\$0	\$0	0	0	\$0	\$0	\$0
2020	5,500	\$170	\$935,000	55	3,025,000	\$3,960,000	\$1,120,000	\$2,840,000
TOTALS	39,500		\$4,251,000	175	\$9,625,000	\$13,876,000	\$2,830,000	\$11,046,000

Table 6

**Tax Increment Schedule
Project Plan Amendment #3
Tax Incremental District No. 4**

City of Oconomowoc, Waukesha County, Wisconsin

Year	Base Value ⁽¹⁾	Beginning of Year Value ⁽²⁾	Current Beginning of Year Value Increment	Improvements	Inflation ⁽³⁾	Year End Value	Tax Rate (\$1,000 EV) ⁽⁴⁾	Current Year Tax Increment	Cumulative TID Revenue
2012	\$50,393,600	\$57,932,900	\$7,539,300	\$256,000	\$0	\$58,188,900	\$18.00000		
2013	\$50,393,600	\$58,188,900	\$7,795,300	\$2,550,000	\$0	\$60,738,900	\$18.00000	\$135,707	\$135,707
2014	\$50,393,600	\$60,738,900	\$10,345,300	\$2,405,000	\$0	\$63,143,900	\$17.80000	\$140,315	\$276,023
2015	\$50,393,600	\$63,143,900	\$12,750,300	\$0	\$631,439	\$63,775,339	\$17.60000	\$184,146	\$460,169
2016	\$50,393,600	\$63,775,339	\$13,381,739	\$2,245,000	\$637,753	\$66,658,092	\$17.40000	\$224,405	\$684,574
2017	\$50,393,600	\$66,658,092	\$16,264,492	\$0	\$666,581	\$67,324,673	\$17.20000	\$232,842	\$917,417
2018	\$50,393,600	\$67,324,673	\$16,931,073	\$750,000	\$673,247	\$68,747,920	\$17.00000	\$279,749	\$1,197,166
2019	\$50,393,600	\$68,747,920	\$18,354,320	\$0	\$687,479	\$69,435,399	\$16.80000	\$287,828	\$1,484,994
2020	\$50,393,600	\$69,435,399	\$19,041,799	\$2,840,000	\$694,354	\$72,969,753	\$16.60000	\$308,353	\$1,793,347
2021	\$50,393,600	\$72,969,753	\$22,576,153	\$0	\$729,698	\$73,699,451	\$16.40000	\$316,094	\$2,109,441
2022	\$50,393,600	\$73,699,451	\$23,305,851	\$0	\$736,995	\$74,436,445	\$16.20000	\$370,249	\$2,479,690
2023	\$50,393,600	\$74,436,445	\$24,042,845	\$0	\$744,364	\$75,180,810	\$16.00000	\$377,555	\$2,857,244
2024	\$50,393,600	\$75,180,810	\$24,787,210	\$0	\$751,808	\$75,932,618	\$15.80000	\$384,686	\$3,241,930
2025	\$50,393,600	\$75,932,618	\$25,539,018	\$0	\$759,326	\$76,691,944	\$15.60000	\$391,638	\$3,633,568
2026	\$50,393,600	\$76,691,944	\$26,298,344	\$0	\$766,919	\$77,458,863	\$15.40000	\$398,409	\$4,031,976
2027	\$50,393,600	\$77,458,863	\$27,065,263	\$0	\$774,589	\$78,233,452	\$15.20000	\$404,994	\$4,436,971
2028	\$50,393,600	\$78,233,452	\$27,839,852	\$0	\$782,335	\$79,015,787	\$15.00000	\$411,392	\$4,848,363
2029	\$50,393,600	\$79,015,787	\$28,622,187	\$0	\$790,158	\$79,805,944	\$14.80000	\$417,598	\$5,265,961
2030	\$50,393,600	\$79,805,944	\$29,412,344	\$0	\$798,059	\$80,604,004	\$14.60000	\$423,608	\$5,689,569

1) Includes amended 1/1/06 base value of \$49,110,400, plus estimated 1/1/12 base value of \$6,203,300 for parcels to be added, less 1/1/06 base value of \$4,920,100 for parcels to be subtracted.

2) Includes 1/1/12 value of \$56,649,700 of original TID area, plus estimate 1/1/12 value of \$6,203,300 for parcels to be added, less estimated 1/1/12 value of \$4,920,100 for parcels to be subtracted.

3) Assumes inflation of 1% per year on beginning of year property values starting in 2015.

4) Based on 2011 net equalized tax rate.

Table 7
Cash Flow Forecast
Project Plan Amendment #3
Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin

Year	CASH SOURCES					CASH USES				NET CASH		DEBT BALANCE	
	Debt Issues ⁽¹⁾	TID Revenue ⁽²⁾	Interest & Other ⁽³⁾	Intergovm.	Donor TID Revenue	Total Cash In	TID Project Costs ⁽⁴⁾	P&I ⁽⁵⁾	Bond Issuance	Total Cash Out	Net Cash	Cash Balance	TID Debt Balances ⁽⁵⁾
2003-2011	\$16,390,390	\$1,730,726	\$104,839	\$35,528		\$18,261,483	\$7,196,117	\$10,330,118		\$17,526,235	\$735,248	\$735,248	\$6,320,500
2012 ⁽⁶⁾	\$150,000	\$137,136	\$1,100	\$3,000		\$291,236	\$811,750	\$113,510		\$925,260	-\$634,024	\$101,224	\$6,470,500
2013	\$2,831,000	\$135,707	\$7,584		\$3,225,000	\$6,199,291	\$2,379,000	\$3,611,196	\$56,000	\$6,046,196	\$153,095	\$254,319	\$5,816,000
2014		\$140,315	\$1,272		\$3,500,000	\$3,641,587	\$550,500	\$3,222,095		\$3,772,595	-\$131,008	\$123,311	\$2,781,000
2015		\$184,146	\$617			\$184,763	\$44,500	\$175,145		\$219,645	-\$34,882	\$88,428	\$2,731,000
2016	\$0	\$224,405	\$442			\$224,847	\$46,000	\$172,895	\$0	\$218,895	\$5,952	\$94,381	\$2,681,000
2017		\$232,842	\$472			\$233,314	\$47,500	\$170,645		\$218,145	\$15,169	\$109,550	\$2,631,000
2018		\$279,749	\$548			\$280,297		\$218,395		\$218,395	\$61,902	\$171,452	\$2,531,000
2019		\$287,828	\$857			\$288,686	\$200,000	\$213,895		\$413,895	-\$125,209	\$46,243	\$2,431,000
2020		\$308,353	\$231			\$308,584		\$259,395		\$259,395	\$49,189	\$95,431	\$2,281,000
2021		\$316,094	\$477			\$316,571		\$302,645		\$293,645	\$13,926	\$109,357	\$2,081,000
2022		\$370,249	\$547			\$370,796		\$293,645		\$302,645	\$77,151	\$186,508	\$1,881,000
2023		\$377,555	\$933			\$378,487		\$284,645		\$534,645	-\$156,158	\$30,350	\$1,681,000
2024		\$384,686	\$152			\$384,837	\$250,000	\$275,645		\$275,645	\$109,192	\$139,543	\$1,481,000
2025		\$391,638	\$698			\$392,336		\$266,645		\$516,645	-\$124,309	\$15,233	\$1,281,000
2026		\$398,409	\$76			\$398,485		\$307,645		\$307,645	\$90,840	\$106,073	\$1,031,000
2027		\$404,994	\$530			\$405,525		\$296,395		\$296,395	\$109,130	\$215,203	\$781,000
2028		\$411,392	\$1,076			\$412,468		\$285,145		\$285,145	\$127,323	\$342,526	\$531,000
2029		\$417,598	\$1,713			\$419,310		\$273,895		\$273,895	\$145,415	\$487,941	\$281,000
2030		\$423,608	\$2,440			\$426,048		\$293,645		\$293,645	\$132,403	\$620,344	\$0
Totals	\$19,371,390	\$7,557,431	\$126,602	\$38,528	\$6,725,000	\$33,818,951	\$11,775,367	\$21,367,240	\$56,000	\$33,198,607	\$620,344	\$620,344	\$0

Notes:
 1) Gross amount of debt issued.
 2) Projected revenues from Tax Increment Schedule (Table 6).
 3) Assumes interest earnings on cash balances at rate of .5%.
 4) Project costs excluding capitalized interest, bond issuance and interest on debt service (Table 2).
 5) Includes all outstanding debt including internal advances from the General Fund.
 6) 2012 revenue figures based on 2012 budget.

Project expenditures will be contingent upon development actually occurring or committed to occur. Since the vast majority of project costs are to be financed with long-term debt, additional borrowing would be undertaken only when sufficient development has actually occurred or is planned to occur to support each borrowing segment and the expenditure of such funds.

As previously indicated, each segment of the project (i.e., each individual cost element) will require subsequent approval by the Common Council and/or the CDA. The method of financing and the individual debt issues will also require Common Council approval. It is the City's intent to closely monitor all planned and actual development within the District. The actual City investment in District No. 4 may, therefore, be less than the amount shown on the Project Plan.

METHODS FOR THE RELOCATION OF DISPLACED PERSONS

Where the relocation of individuals and business operations would take place as a result of the City of Oconomowoc's acquisition activities occurring within the District, relocation will be carried out in accordance with the relocation requirements set forth in Chapter 32 of the Wisconsin State Statutes and the Federal Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970 (P.L.91-646) as applicable. This Project Plan includes an estimate of relocation expenses that the City may incur in connection with property acquisition and relocations of individuals and businesses.

LEGAL DESCRIPTION

A legal description of the District is included in Appendix 1.

LEGAL OPINION

The Project Plan has been reviewed by the City Attorney and a legal opinion has been submitted and is included as Appendix 2.

APPENDIX 1

Legal Descriptions of District Boundaries

August 27, 2003

LEGAL DESCRIPTION
Downtown TIF

For: City of Oconomowoc

All that part of the Southeast one-quarter and the Southwest one-quarter of Section 33, that part of the Southeast one-quarter of Section 32, both in Town 8 North, Range 17 East, and that part of the Northwest one-quarter of Section 4, Town 7 North, Range 17 East, all in the City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the South one-quarter corner of Section 33; thence Northerly along the West line of the Southeast one-quarter of Section 33, 274 feet more or less to a point on the North line of the Canadian Pacific Railway; thence Westerly along said north line, 1407 feet more or less to a point on the West line of Silver Lake Street; thence South along said West line, 384 feet more or less to a point of the North line of Summit Avenue (S.T.H. "67"); thence East, 66 feet more or less to the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-279 and a point on the East line of Silver Lake Street; thence East along the North line of said lands, 155 feet more or less to the Northeast corner of said lands; thence Southwesterly along the Easterly line of said lands and its extension, 196 feet more or less to a point on the South line of Summit Avenue (S.T.H. "67"); thence Southeasterly along said South line, 134 feet more or less to the Northeast corner of lands described by Tax Key Parcel No. OCOC_0590-101; thence Southwesterly along the Easterly line of said lands, 96.5 feet more or less to the Southeast corner of said lands; thence Northwest along the South line of said lands, 10.5 feet more or less; thence Northeast along the South line of said lands, 11.75 feet more or less; thence West along the South line of said lands, 93 feet more or less to the Southwest corner of said lands and a point on the East line of Silver Lake Street; thence North along said East line, 75.5 feet more or less to the intersection of said East line with the South line of Tax Key Parcel No. OCOC_0563-180 extended to the East; thence Westerly along said South line and its extension, 231 feet more or less to the Southwest corner of said lands; thence Northeasterly along the West line of said lands and its extension, 255 feet more or less to a point on the North line of Summit Avenue (S.T.H. "67"); thence Northwesterly along said North line, 170 feet more or less to the West corner of lands described by Tax Key Parcel No. OCOC_0563-277; thence Northeasterly along the Northwest line of said lands, 30.6 feet more or less; thence North along the West line of lands described by Tax Key Parcel No. OCOC_0563-277, OCOC_0563-276, and OCOC_0563-275, 97.85 feet more or less; thence Northwesterly along said West line, 30.5 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-274; thence Northerly along the West line of said lands and its extension Northerly, 166 feet more or less to a point on the North line of the Canadian Pacific Railway; thence Westerly along said North line, 336 feet more or less to a point on the Southeast line of Cross Street; thence Northeasterly along said Southeast line, 75 feet more or less to the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-260; thence Easterly along the North line of said lands, 96 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-265-001; thence

Northerly along the West line of said lands 55.33 feet more or less to the Northwest corner of said lands; thence Easterly along the North line of said lands, 151.52 feet more or less to Southeast corner of lands described by Tax Key Parcel No. OCOC_0563-255; thence North along the East line of said lands, 161 feet more or less to the Northeast corner of said lands; thence Westerly along the North line of said lands and its extension Westerly, 125 feet more or less to a point on the Northwest line of Cross Street; thence Southwesterly along said Northwest line, 252 feet more or less to the North line of Collins Street; thence Westerly along said North line, 448.5 feet more or less to a point on the East line of South Main Street; thence South along said East line, 147 feet more or less to a point on the South line of Summit Avenue (S.T.H. "67"); thence Southeasterly along said South line, 268 feet more or less to a point on the Northwest line of Cross Street; thence Southwesterly along said Northwest line, 270 feet more or less to a point on the East line of South Main Street; thence Southwesterly, 82.5 feet more or less to a point on the West line of South Main Street and the Northeast corner of lands described by Tax Key Parcel No. OCOC_0563-154-001; thence South along the East line of said lands, 66 feet more or less to the Southeast corner of said lands; thence West along the South line of said lands, 148 feet more or less to the Southwest corner of said lands; thence North along the West line of said lands, 66 feet more or less to the Northwest corner of said lands; thence East along the North line of said lands, 56 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-154; thence North along the West line of said lands and its extension to the North, 132 feet more or less to a point on the North line of West Third Street; thence West along said North line, 291 feet more or less to a point on the East line of lands described by Tax Key Parcel No. OCOC_0560-226; thence North along said East line, 132 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-141; thence East along the South of lands described by Tax Key Parcel Nos. OCOC_0563-141 and OCOC_0563-142, 218 feet more or less to the Southeast corner of lands described by Tax Key Parcel No. OCOC_0563-142; thence North along the East line of said lands, 132 feet more or less to the Northeast corner of said lands and a point on the South line of Second Street; thence Northerly 147 feet more or less to a point on the North line of the Canadian Pacific Railway and the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-138; thence North along the West line of said lands, 49 feet more or less to the Northwest corner of said lands; thence East along the North line of said lands, 29 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-137; thence North along the West line of lands described by Tax Key Parcel No. OCOC_0563-137 and OCOC_0563-136, 80.6 feet more or less to the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-136; thence East along the North line of said lands and its extension, 153 feet to a point on the East line of South Main Street; thence North along said East line, 118 feet more or less to the intersection of the North line of South Street extended and East line of South Main Street; thence West along the North line of South Street and its extension, 493 feet more or less to the East line of Church Street; thence Northerly along said East line, 172 feet more or less; thence easterly and parallel with the North line of South Street 155 feet more or less to the west line of lands described by Tax Key Parcel No. OCOC_0560-128; thence North along said West line 28 feet more or less to the Northwest corner of said lands; thence Southeasterly along the North line of said lands 33 feet more or less to a point on the West line of lands described by Tax Key Parcel No. OCOC_0563-115; thence Southerly along the west line of said lands, 17.5 feet more or less to the Southwest corner of said lands; thence East along the South line of said lands, 49 feet more or less to an angle point in said South line; thence Easterly along said South line, 32 feet

more or less to the Southeast corner of said lands; thence Northerly along the East line of said lands, 47.79 feet more or less to an angle point in said East line; thence East along said East line, 33 feet more or less to an angle point in said East line; thence Northerly along said East line, 25 feet more or less to an angle point in said East line; thence Northwesterly along said East line; 17 feet more or less to an angle point in said East line; thence Northerly along said East line, 27.5 feet more or less to an angle point in said East line; thence Northwesterly along said East line, 5.01 feet more or less to an angle point in said East line; thence Northerly along said East line and its extension, 166 feet more or less to a point on the North line of Wisconsin Avenue (S.T.H. "16"); thence Westerly along said North line, 366 feet more or less to the intersection of said North line and the West line of Church Street extended Northerly; thence southerly along said West line and its extension, 408 feet more or less to the Southeast corner of lands described by Tax Key Parcel No. OCOC_0560-156; thence Westerly along the South line of said lands, 194 feet more or less to the Southwest corner of said lands; thence Northerly along the West line of said lands, 110 feet to the Southeast corner of lands described by Tax Key Parcel No. OCOC_0560-155; thence Westerly along the South line of lands described by Tax Key Parcel No. OCOC_0560-155 and OCOC_0560-170, 120 feet more or less to the Southwest corner of said lands; thence Northerly along the West line of said lands, 78 feet more or less to the Southeast corner of lands described Tax Key Parcel No. OCOC_0560-169; thence Westerly along the South line of lands described by Tax Key Parcel No. OCOC_0560-169, OCOC_0560-168, and OCOC_0560-167, 146.7 feet more or less to a point on the East line of Worthington Street; thence Westerly, 49.5 feet more or less to a point on the West line of said Worthington Street and the Northeast corner of lands described by Tax Key Parcel No. OCOC_0560-120; thence Northwesterly along the North line of said lands, 112 feet more or less to the Northwest corner of said lands; thence Southwesterly along the West line of said lands, 60 feet more or less to the Southwest corner of said lands; thence Northwesterly along south line of the lands described by Tax Key Parcel Nos. OCOC_0560-111 through OCOC_0560-115 and OCOC_0560-117, 480 feet more or less to the Southwest corner of said lands described by Tax Key Parcel No. OCOC_0560-111; thence Northeasterly along the West line of said lands 80 feet more or less to the Southeast corner of lands described by Tax Key Parcel No. OCOC_0560-108; thence Northwesterly along the South line of said lands, 99 feet more or less to the Southwest corner of said lands and a point on the East line of Hickory Street; thence Northeasterly along the West line of said land and East line of Hickory Street, 134.6 feet more or less to the Northwest corner of said lands and a point on the South line of Wisconsin Avenue (S.T.H. "16"); thence Southeasterly along said South line 198 feet more or less to an angle point in said South line; thence Easterly along said South line, 121 feet more or less to the intersection of the extension of the West line of lands described by Tax Key Parcel No. OCOC_0560-027 and said South line; thence Northeasterly along said West line and its extension, 234 feet more or less to a point on the shoreline of Lac La Belle; thence Easterly along said shoreline to the Northwest corner of land described by Tax Key Parcel No. OCOC_0563-099; thence East along the North line of said lands and its extension, 265 feet more or less to the East line of North Main Street (S.T.H. "67"); thence North along said East line, 438 feet more or less to the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-240; thence East along the North line of said lands, 272 feet to the shoreline of Fowler Lake; thence Southerly and Easterly along said shoreline to the Northeasterly corner of lands described by Tax Key Parcel No. OCOC_0563-081-001; thence Southwesterly along the East line of said lands, 218 feet more or less to an angle point; thence Northwesterly along said East line, 27 feet more or less to an angle point; thence

Southwesterly along said East line, 30 feet more or less to an angle point; thence Northwesterly along said east line, 10 feet more or less to an angle point; thence Southwesterly along said East line, 152 feet more or less to the Southeast corner of said lands and a point on the North line of Pleasant Street; thence Southwesterly, 66 feet more or less to a point on the South line of Pleasant Street and the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-085; thence Southwesterly along the West line of said lands, 120 feet more or less to the Southwest corner of said lands; thence along the South line of lands described by Tax Key Parcel Nos. OCOC_0563-082 through OCOC_0563-085, 200.5 feet more or less to the Southeast corner of said lands; thence northeasterly along the East line of said lands, 21 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-065; thence Southeasterly along the South line of said lands and lands described as Tax Key Parcel No. OCOC_0563-067, 130 feet more or less to the Southeast corner of said lands; thence Southwesterly along the West line of lands described by Tax Key Parcel No. OCOC_0563-068, 49.5 feet more or less to the Southwest corner of said lands; thence Southeasterly along the South line of lands described by Tax Key Parcel Nos. OCOC_0563-068 and OCOC_0563-073, 186 feet more or less to the West line of Walnut Avenue; thence Southwesterly along said West line, 464 feet more or less to the North line of lands described by Tax Key Parcel No. OCOC_0563-292; thence Southeasterly along the North line of lands described by Tax Key Parcel Nos. OCOC_0563-292 and OCOC_0563-292-001, 205 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-290; thence Northeasterly along the West line of said lands, 200.72 feet more or less to the Northwest corner of said lands and a point on the South line of Wisconsin Avenue (S.T.H. "16"); thence Southeasterly along said South line, 1066 feet more or less to the intersection of said South line and the West line extended of lands described by Tax Key Parcel No. OCOC_0563-310-004; extended Southwesterly; thence Northeasterly along said West line and its extension, 609 feet more or less to the shoreline of Fowler Lake; thence Easterly along said shoreline to the Northeast corner of lands described by Tax Key Parcel No. OCOC_0563-316; thence Southerly along the East line of said lands, 75 feet more or less to the Northwest corner of lands by the Tax Key Parcel No. OCOC_0563-319; thence Southeasterly along the North line of said lands, 316 feet more or less to the Northeast corner of said lands; thence South along the East line of said lands, 213 feet more or less to the intersection of said East line and the North line of lands described by Tax Key Parcel No. OCOC_0564-027 extended to the West; thence East along said North line and its extension, 192 feet more or less to the Northeast corner of said lands; thence South along the East line of said lands, 165 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0564-006; thence East along the South line of said lands, 144.5 feet more or less to the Southeast corner of said lands and a point on the West line of Sheldon Road; thence South along said West line, 162 feet more or less to a point on the North line of Wisconsin Avenue (S.T.H. "16"); thence Westerly along said North line, 1381 feet more or less to the intersection of said North line and the West line of Charles Street extended to the North; thence Southwesterly along said West line and its extension, 74 feet more or less to a point on the North line of the Canadian Pacific Railway; thence Westerly along said North line, 220 feet more or less to a point of beginning. Also, excluding therefrom those properties described by Tax Key Parcel No. OCOC_0563-299-001 through OCOC_0563-299-003 inclusive.

Martin E. Kulinski

MEK:mrj

September 11, 2006

LEGAL DESCRIPTION
Downtown TID
Proposed Territory Additions

For: City of Oconomowoc

All that part of the Southeast one-quarter and the Southwest one-quarter of Section 33, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

All together with the following described parcel:

Commencing at the South one-quarter corner of Section 33; thence Northerly along the East line of the Southwest one-quarter of said Section 33, 330 feet more or less to a point on the South line of Wisconsin Avenue, STH 16; thence Northwesterly along said South line, 1,118 feet more or less to a point on the Southeasterly line of Walnut Street and the point of beginning; thence Northeasterly along said Southeasterly line, 268 feet more or less; thence Northwesterly along the extension of the Northerly line of lands described as Tax Key No. OCOC_0563-073, 66 feet more or less to the Easterly corner of said lands; thence continuing Northwesterly along said Northerly line, 122 feet more or less to the Northerly corner of said lands and a point on the Easterly line of lands described as Tax Key No. OCOC_0563-068; thence Northerly along said east line 106 feet more or less to the easterly corner of said lands and a point on the South line of Pleasant Street; thence continuing Northerly along the extension of said East line, 66 feet more or less to a point on the North line of Pleasant Street; thence Westerly along said North line of Pleasant Street, 398 feet more or less to the Southerly corner of lands described as Tax Key No. OCOC_0563_081-001; thence Southwesterly, 66 feet more or less to a point on the South line of Pleasant Street and the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-085; thence Southwesterly along the West line of said lands, 120 feet more or less to the Southwest corner of said lands; thence along the South line of lands described by Tax Key Parcel Nos. OCOC_0563-082 through OCOC_0563-085, 200.5 feet more or less to the Southeast corner of said lands; thence northeasterly along the East line of said lands, 21 feet more or less to the Southwest corner of lands described by Tax Key Parcel No. OCOC_0563-065; thence Southeasterly along the South line of said lands and lands described as Tax Key Parcel No. OCOC_0563-067, 130 feet more or less to the Southeast corner of said lands; thence Southwesterly along the West line of lands described by Tax Key Parcel No. OCOC_0563-068, 49.5 feet more or less to the Southwest corner of said lands; thence Southeasterly along the South line of lands described by Tax Key Parcel Nos. OCOC_0563-068 and OCOC_0563-073, 186 feet more or less to the West line of Walnut Avenue; thence Southwesterly along said West line, 464 feet more or less to the North line of lands described by Tax Key Parcel OCOC_0563-292; thence Southeasterly along said North line, 68 feet more or less to a point on the East line of Walnut Street; thence Northeasterly along said East line of Walnut Street, 236.9 feet more or less to the point of beginning.

Richard A. Eberhardt, P.E., R.L.S.

RAE:crp
cc: File

September 11, 2006

LEGAL DESCRIPTION
Downtown TID
Proposed Territory Subtractions

For: City of Oconomowoc

All that part of the Southwest one-quarter of Section 33, in Town 8 North, Range 17 East, and that part of the Northwest one-quarter of Section 4, Town 7 North, Range 17 East, all in the City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

Commencing at the South one-quarter corner of Section 33; thence Northerly along the West line of the Southeast one-quarter of Section 33, 274 feet more or less to a point on the North line of the Canadian Pacific Railway; thence Westerly along said north line, 1407 feet more or less to a point on the West line of Silver Lake Street; thence South along said West line, 384 feet more or less to a point of the North line of Summit Avenue (S.T.H. "67") and the point of beginning; thence East, 66 feet more or less to the Northwest corner of lands described by Tax Key Parcel No. OCOC_0563-279 and a point on the East line of Silver Lake Street; thence East along the North line of said lands, 155 feet more or less to the Northeast corner of said lands; thence Southwesterly along the Easterly line of said lands and its extension, 196 feet more or less to a point on the South line of Summit Avenue (S.T.H. "67"); thence Southeasterly along said South line, 134 feet more or less to the Northeast corner of lands described by Tax Key Parcel No. OCOC_0590-101; thence Southwesterly along the Easterly line of said lands, 96.5 feet more or less to the Southeast corner of said lands; thence Northwest along the South line of said lands, 10.5 feet more or less; thence Northeast along the South line of said lands, 11.75 feet more or less; thence West along the South line of said lands, 93 feet more or less to the Southwest corner of said lands and a point on the East line of Silver Lake Street; thence North along said East line, 75.5 feet more or less to the intersection of said East line with the South line of Tax Key Parcel No. OCOC_0563-180 extended to the East; thence Westerly along said South line and its extension, 231 feet more or less to the Southwest corner of said lands; thence Northeasterly along the West line of said lands and its extension, 255 feet more or less to a point on the North line of Summit Avenue (S.T.H. "67"); thence Southeasterly along said North line 15 feet more or less to a point on the West line of Silver Lake Street and the point of beginning.

Richard A. Eberhardt, P.E., R.L.S.

RAE:crp

cc: File

June 21, 2012

LEGAL DESCRIPTION
TID No. 4 Amendment 2
Second Legal-"Proposed Territory Additions"

For: City of Oconomowoc

All that part of the Southeast one-quarter of Section 32 and the Southwest one-quarter of Section 33, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

All together with the following described parcel:

Commencing at the Southeast one-quarter corner of Section 32; thence Northerly along the east line of said Southeast one-quarter, 1578 feet more or less to a point on the south line of Wisconsin Avenue (STH 16), said point being the point of beginning; thence Easterly along said south line, 160 feet more or less to the Northeast corner of lands designated by Tax Key OCOC 0563.115; thence Southerly, Easterly and Westerly along the east line of said lands, 256 feet more or less to the Southeast corner of said lands; thence Westerly along the south line of said lands, 35 feet more or less; thence Southerly along said easterly line of lands designated by Tax Key OCOC 0563.116, 11 feet more or less to the Southeast corner of said lands; thence Westerly along the south line of said lands, 233 feet more or less to a point on the easterly line of the Church Street right-of-way; thence Northerly along said east line, 309 feet more or less to a point on said south line of Wisconsin Avenue (STH 16); thence Easterly along said south line, 117 feet more or less to the point of beginning.

All together with the following described parcel:

Commencing at the Southeast one-quarter corner of Section 32; thence Northerly along the east line of said Southeast one-quarter, 1578 feet more or less to a point on the south line of Wisconsin Avenue (STH 16); thence Westerly along said south line, 439 feet more or less to the Northeast corner of lands designated by Tax Key OCOC 0560.169; thence Southerly along the east line of said lands, 155 feet more or less to the Southeast corner of said lands and the point of beginning; thence Southerly along the East line of lands designated by Tax Key OCOC 0560.166, 68 feet more or less to the Southeast corner of said lands; thence Westerly along the south line of said lands, 148 feet more or less to a point on the east line of Worthington Street; thence Northerly along said east line, 66 feet more or less to the Northwest corner of lands designated by Tax Key OCOC 0560.166; thence Easterly along the northerly line of said lands, 147 feet more or less to the point of beginning.

Ruekert/Mielke
Bruce K. Cross, R.L.S.

BKC:bkc

cc: File

April 13, 2012

LEGAL DESCRIPTION
TID No. 4 Amendment 2
Second Legal-“Proposed Territory Subtractions”

For: City of Oconomowoc

All that part of the Southeast one-quarter of Section 32 and the Southwest one-quarter of Section 33, City of Oconomowoc, Waukesha County, Wisconsin, more fully described as follows:

All together with the following described parcel:

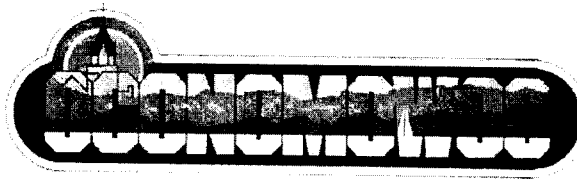
Commencing at the Southeast one-quarter corner of Section 32; thence Northerly along the east line of said Southeast one-quarter, 1645 feet more or less to a point on the north line of Wisconsin Avenue (STH 16), said point being the point of beginning; thence Westerly along said south line, 981 feet more or less to the Southwest corner of lands designated by Tax Key OCOC 0560.027; thence Northerly along the west line of said lands, 166 feet more or less to a point on the southerly shore line of Lac La Belle; thence Easterly, Westerly and Northerly along the southerly and easterly shore line of said lac La Belle, 1700 feet more or less to the Northwest corner of lands designated by Tax Key OCOC 0563.099; thence Easterly along the north line of said lands, 215 feet more or less to a point on the west line of the North Main Street right-of-way; thence Southerly along said west line, 584 feet more or less to a point on said north line of Wisconsin Avenue (STH 16); thence Westerly along said north line, 271 feet more or less to the point of beginning.

Ruekert/Mielke
Bruce K. Cross, R.L.S.

BKC:bkc

cc: File

APPENDIX 2
Legal Opinion Letter



December 4, 2012

Office of City Attorney
William Chapman • Mark X. Herro - Assistant

Mayor James Daley
City of Oconomowoc
174 East Wisconsin Avenue
Oconomowoc, WI 53066

RE: Amendment No. 3 to Tax Incremental District No. 4
City of Oconomowoc, Waukesha County, Wisconsin

Dear Mayor Daley:

Pursuant to §66.1105(4)(h), Wis. Stats., the City of Oconomowoc has undertaken a third amendment to the Tax Incremental District No. 4 project plan. An amended project plan dated June 29, 2012, has been prepared by Ruekert & Mielke, Inc., on behalf of the City Bureau of Economic Development and the Oconomowoc Community Development Authority. The purpose of this Amendment No. 3 is to cause Tax Incremental District No. 4 to become a recipient district to Tax Incremental District No. 3, a donor district.

Pursuant to §66.1105(4)(h), Wis. Stats., the amended project plan must comply with the following requirements.

1. The City of Oconomowoc Plan Commission must adopt an amended project plan for Tax Incremental Financing District No. 4 and submit the amended project plan to the Common Council for approval. The Common Council must approve the amended plan.
2. The amended project plan must, and does, include the following:
 - a. A statement listing the kind, number and location of all proposed public works or improvements within each district, or to the extent provided in subsec. (2)(f)1.k. and 1.n. outside the district. Compliance with this requirement is included in the project plan. Compliance with this requirement is included in the amended project plan on pages 6-8.
 - b. An economic feasibility study is found on page 14 of the amended project plan.
 - c. A detailed list of the estimated project costs is found on pages 10-13.

156 E. Wisconsin Avenue • Oconomowoc, Wisconsin 53066 • (262) 567-6916 • Fax (262) 567-6918

Mayor James Daley
December 4, 2012
Page 2

- d. A description of the methods of financing all estimated project costs is set forth on page 14.
- e. The time when the estimated project costs or monetary obligations related thereto are to be incurred can be found in the tables found on pages 10-13.
- f. A map showing existing uses and conditions of real property in the district can be found on page 4.
- g. A map showing proposed improvements and uses in the district can be found on page 6.
- h. Proposed changes of zoning ordinances, master plan, if any, map, building codes and city ordinances can be found on page 3.
- i. A list of the estimated nonproject costs can be found on pages 10-13.
- j. A statement of the proposed method for the relocation of any persons to be displaced can be found on page 22.
- k. A statement indicating how creation of the district promotes the orderly development of the city can be found on page 1 of the introduction.
- l. The opinion of the City Attorney advising whether the amended plan is complete and complies with §66.1105(4), Wis. Stats. This opinion letter complies with that requirement.

Pursuant to §66.1105(6)(f), the Plan Commission may amend the project plan of Tax Incremental District No. 3 to allocate positive tax increments generated by that tax incremental district to another tax incremental district created by the Plan Commission. Tax Incremental District No. 3 is to become the donor for Tax Incremental District No. 4. The following procedure has been followed to accomplish this allocation of positive tax increments from Tax Incremental District No. 3 to Tax Incremental District No. 4:

- 1. By Amendment No. 2 to Tax Incremental District No. 4, certain areas were removed from Tax Incremental District No. 4 so as to provide that Tax Incremental Districts No. 3 and No. 4 have the same overlying taxing jurisdictions.

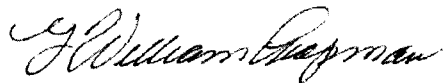
Mayor James Daley
December 4, 2012
Page 3

2. The donor tax incremental district (Tax Incremental District No. 3) must be able to demonstrate, based on the positive tax increments that are currently generated, that it has sufficient revenues to pay for all project costs that have been incurred under the project plan for Tax Incremental District No. 3 and sufficient surplus revenues to pay for some of the eligible costs of the recipient tax incremental district.

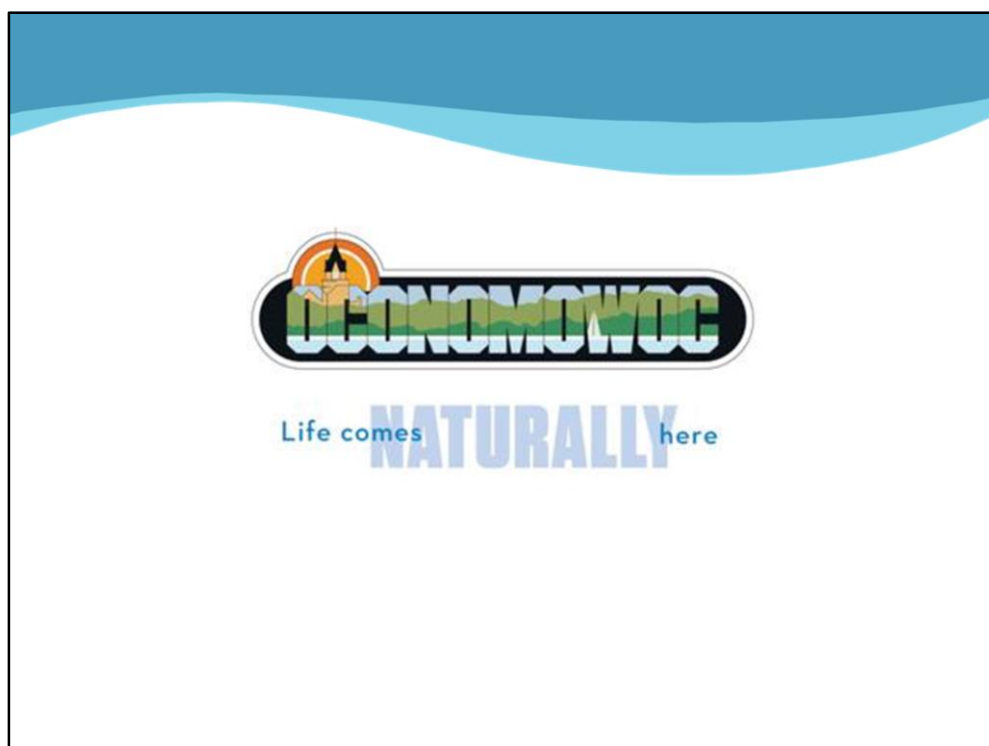
3. The amended project plan for Tax Incremental District No. 4, to authorize the allocation of positive tax increments, may authorize the allocation for a period not to exceed five years. The amended project plan for Tax Incremental District No. 4 provides for donor allocation of positive tax increments for two years.

Based on my review, I am of the opinion that the amended project plan of Tax Incremental District No. 4, being Amendment No. 3 is, as of the date hereof, complete and complies with §66.1105(4), Wis. Stats., and in addition the amendment satisfies the requirements of §66.1105(6)(f), Wis. Stats., so as to provide that Tax Incremental District No. 4 becomes a recipient of positive tax increments generated by Tax Incremental District No. 3.

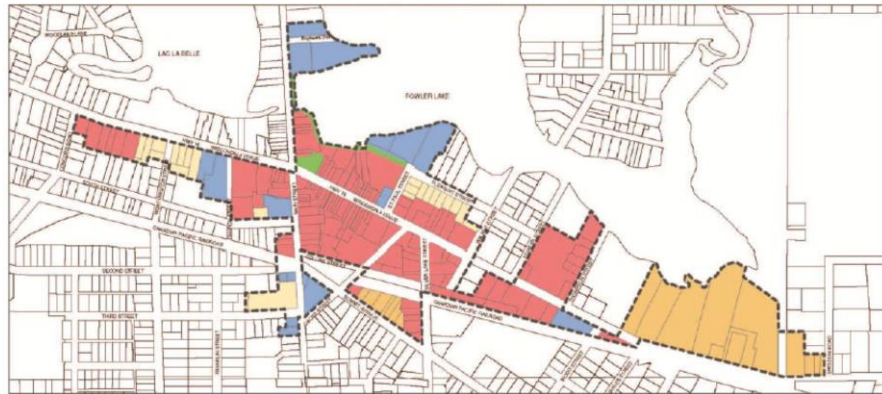
Sincerely,



G. William Chapman, Attorney
CITY OF OCONOMOWOC
GWC/sp



TID #4: Downtown



Legend

- Amended TID Boundary
- Urban Residential
- Mixed Use
- Commercial
- Institutional
- Recreation

2012 - 2013 DEPARTMENT OF COMMUNITY DEVELOPMENT



April 16, 2013
Russett Muller
Regional Planning Director

TID #4 – Project Costs

CITY OF OCONOMOWOC TAX INCREMENTAL DISTRICT NO. 4

DETAILED SUMMARY OF PROJECT COSTS

From Date Of Creation Through December 31, 2018

	<u>Actual</u>	<u>Project Plan Estimate</u>
Capital Expenditures:		
Waterfront Improvements	\$ -	\$ 1,450,000
City Share for Wisconsin Avenue Reconstruction	488,658	488,659
ROW Acquisition for Wisconsin Ave. (incl. relocation)	2,720,775	2,720,775
Wisconsin Avenue Reconstruction - Engineering	250,037	249,775
Streetscape Improvements	191,151	191,151
Parking Lot Reconstruction	562,501	625,000
Property Assembly	3,477,724	3,456,469
Misc Building Demolition	465,616	718,719
Site Improvement Loans and Grants	656,835	100,000
Contingency	-	106,750
Administration	1,023,493	1,054,290
Debt discount and issuance costs	54,890	110,890
Capitalized interest	558,889	558,889
TOTAL PROJECT COSTS	\$ 10,450,569	\$ 11,831,367



Adopted Date: **October 5, 2006**

Final Expenditures Date: **2025**

Remaining projects include parking improvements to Downtown South lot & Collins St.

Final Dissolution Date: **2030**

TID #4 - Status

CITY OF OCONOMOWOC TAX INCREMENTAL DISTRICT NO. 4

HISTORICAL SUMMARY OF SOURCES, USES AND STATUS OF FUNDS

For The Year Ended December 31, 2018
And From Date Of Creation Through December 31, 2018

	Year Ended	From Date of Creation
<u>SOURCES OF FUNDS</u>		
Tax increments	\$ 346,029	\$ 3,031,325
Intergovernmental	16,805	147,072
Interest	12,121	127,706
Subsidy from TIF District #3	-	6,633,949
Miscellaneous revenues	9	3,713
Proceeds from long-term debt	-	5,000,000
Premium on long-term debt	-	69,890
Total Sources	374,964	15,013,655
<u>USES OF FUNDS</u>		
Capital expenditures	75,329	8,813,297
Administration	150	1,023,493
Interest and fiscal charges	35,219	763,182
Debt discounts and issuance costs	-	54,890
Capitalized interest	-	558,889
Principal on long-term debt	-	5,000,000
Total Uses	110,698	16,213,751
BEGINNING FUND BALANCE (DEFICIT)	(1,464,362)	-
ENDING FUND BALANCE (DEFICIT)	\$ (1,200,096)	\$ (1,200,096)



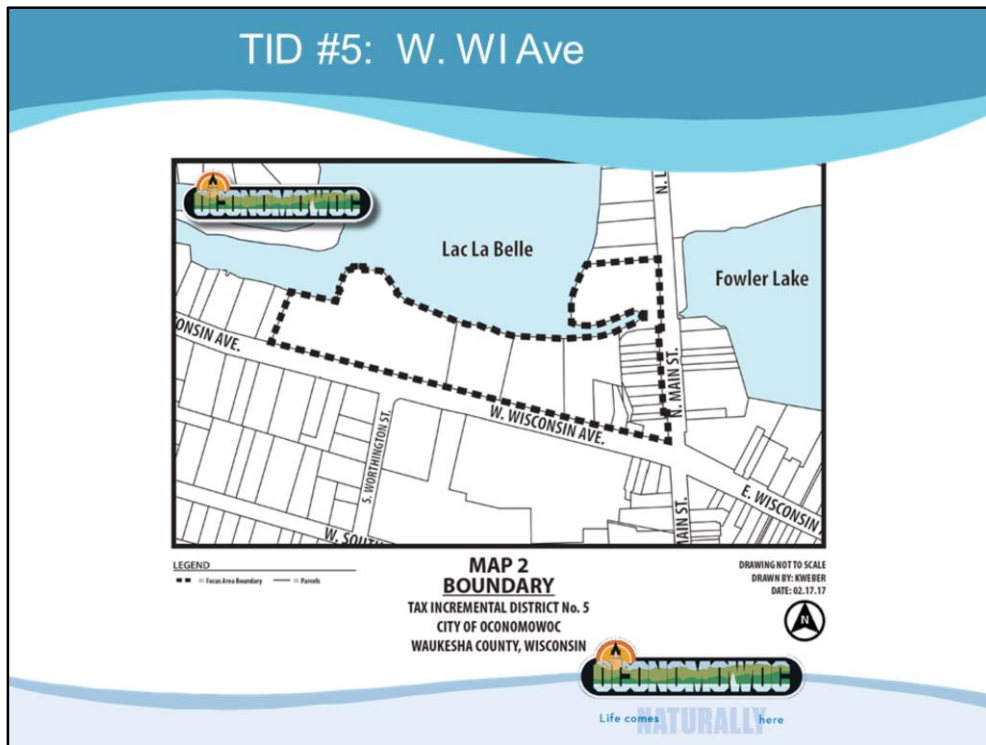
TID #4



TID 4 major project was reconstruction of Downtown Parking lot and waterfront promenade



Life comes **NATURALLY** here



TID 5 consists of 21 parcels on W. WI Ave and N. Main Street

The area has a base value of \$5,681,800

TID #5 – Project Costs

CITY OF OCONOMOWOC TAX INCREMENTAL DISTRICT NO. 5

DETAILED SUMMARY OF PROJECT COSTS

From Date Of Creation Through December 31, 2018

	<u>Actual</u>	<u>Project Plan Estimate</u>
Capital Expenditures:		
Façade Improvements	\$ -	\$ 500,000
Parking and Water Access Improvements	-	1,500,000
Street Improvement & Streetscape	-	175,000
Pedestrian Amenities	-	200,000
Other Eligible Projects	-	100,000
Development Incentives	-	3,000,000
Administration	75,360	560,000
TOTAL PROJECT COSTS	75,360	6,035,000



Adopted Date: 2017

Final Expenditures Date: 2025

Parking & Water Access Improvements

S. Main Street Improvements

Façade improvements

Final Dissolution Date: 2029

TID #5 - Status

CITY OF OCONOMOWOC TAX INCREMENTAL DISTRICT NO. 5

HISTORICAL SUMMARY OF SOURCES, USES AND STATUS OF FUNDS

For The Year Ended December 31, 2018
And From Date Of Creation Through December 31, 2018

	Year Ended	From Date of Creation
<u>SOURCES OF FUNDS</u>		
Tax increments	\$ -	\$ -
Intergovernmental	-	-
Interest	-	-
Subsidy from TIF District #3	-	-
Miscellaneous revenues	1	1
Proceeds from long-term debt	-	-
Premium on long-term debt	-	-
Total Sources	1	1
<u>USES OF FUNDS</u>		
Capital expenditures	-	-
Administration	25,865	75,360
Interest and fiscal charges	-	-
Debt discounts and issuance costs	-	-
Capitalized interest	-	-
Principal on long-term debt	-	-
Total Uses	25,865	75,360
BEGINNING FUND BALANCE (DEFICIT)	(49,495)	-
ENDING FUND BALANCE (DEFICIT)	\$ (75,359)	\$ (75,359)



Eagles Landing



12 of 21 units sold and residents currently occupy units

Restaurant Lago Su Bella in operation

American Legion Post 91



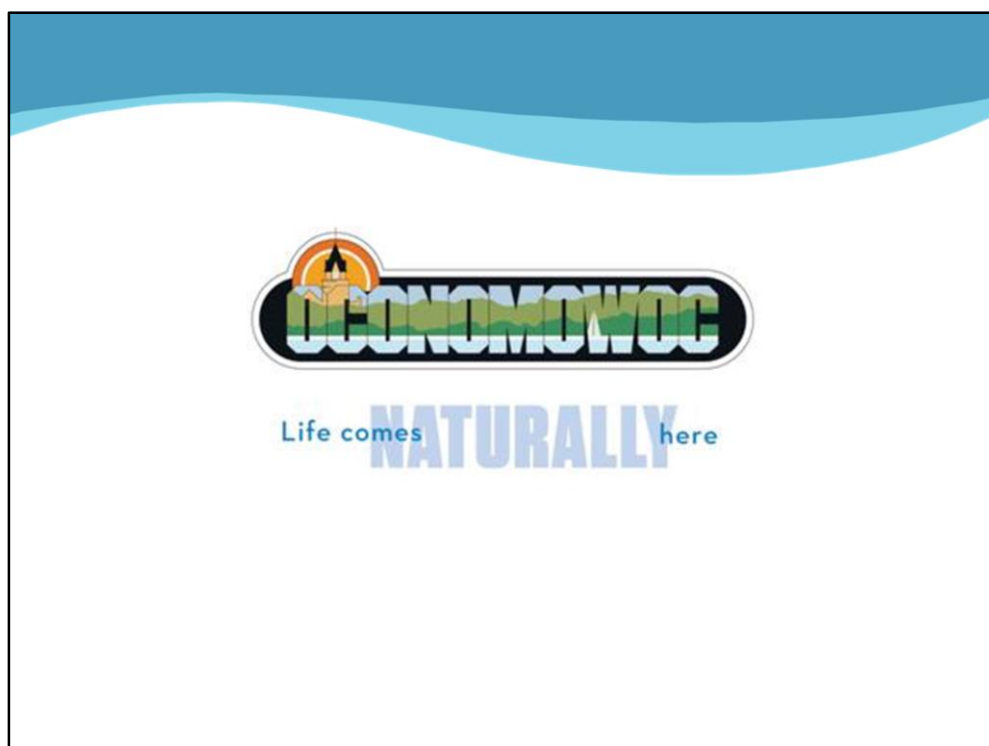
17 of 18 units sold
Occupancy to occur in late summer 2019

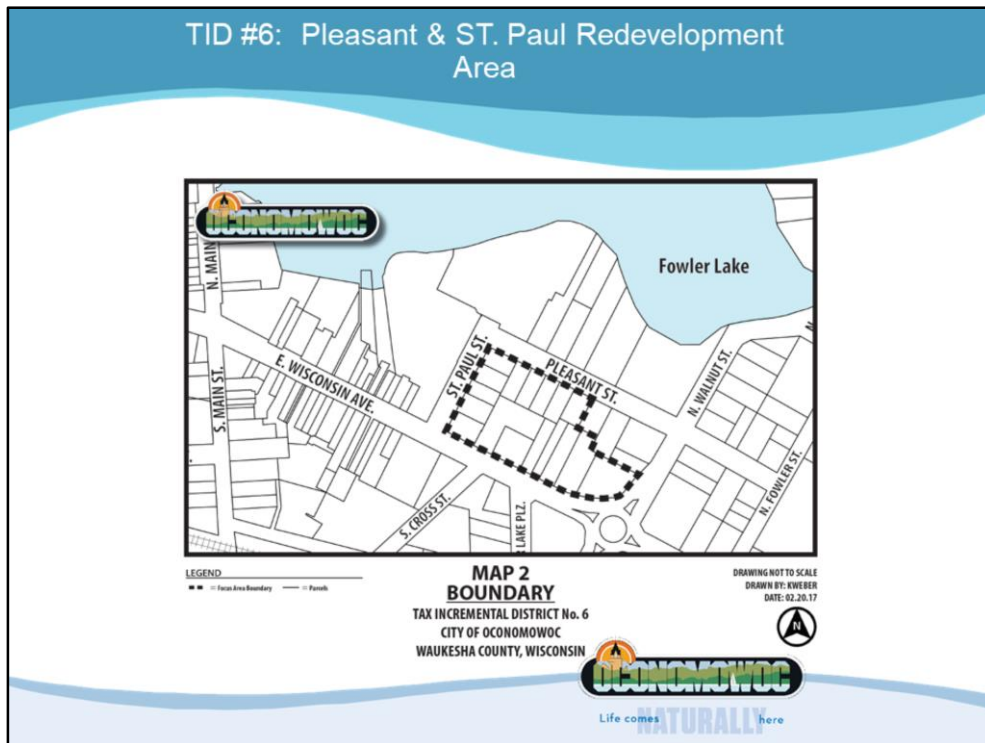
Development Activity

Complete Facade Restoration



Historic restoration as a public/private partnership between the building owner, City of Oconomowoc and the WI Economic Development Corporation.





TID 6 consists of 17 parcels on W. WI Ave and N. Main Street

The area has a base value of \$1,700,700

TID #6 – Project Costs

CITY OF OCONOMOWOC TAX INCREMENTAL DISTRICT NO. 6

DETAILED SUMMARY OF PROJECT COSTS

From Date Of Creation Through December 31, 2018

	<u>Actual</u>	<u>Project Plan Estimate</u>
Capital Expenditures:		
Property Acquisition	\$ -	\$ 1,500,000
Environmental Remediation	-	1,500,000
Parking	-	700,000
Fowler Lake Shoreline Improvements	-	250,000
Streetscaping	-	50,000
Infrastructure: Water, Sewer, Electric	239,627	300,000
Infrastructure: Streets	117,375	550,000
Developer Incentive	218,709	4,250,000
Economiv Dev. Fund Loans	-	500,000
Administration	115,525	880,000
TOTAL PROJECT COSTS	\$ 691,236	\$ 10,480,000



Adopted Date: 2017

Final Expenditures Date: 2025

Parking

Environmental Remediation

Business Development Loan Funds

Final Dissolution Date: 2029

TID #6 - Status

CITY OF OCONOMOWOC TAX INCREMENTAL DISTRICT NO. 6

HISTORICAL SUMMARY OF SOURCES, USES AND STATUS OF FUNDS

For The Year Ended December 31, 2018
And From Date Of Creation Through December 31, 2018

	Year Ended	From Date of Creation
SOURCES OF FUNDS		
Tax increments	\$ -	\$ -
Intergovernmental	-	-
Interest	-	-
Subsidy from TIF District #3	-	-
Miscellaneous revenues	2	2
Proceeds from long-term debt	-	-
Premium on long-term debt	-	-
Total Sources	2	2
USES OF FUNDS		
Capital expenditures	575,711	575,711
Administration	92,132	115,525
Interest and fiscal charges	371	371
Debt discounts and issuance costs	-	-
Capitalized interest	-	-
Principal on long-term debt	-	-
Total Uses	668,214	691,607
BEGINNING FUND BALANCE (DEFICIT)	(23,393)	-
ENDING FUND BALANCE (DEFICIT)	\$ (691,605)	\$ (691,605)





25% (11 of 44) units sold, Currently there are 3 units occupied

4 of the 8 commercial units sold

Restaurant unit slated to open in August 2019

Wellness spa & Art Studio also planned for commercial spaces

Questions?





Committee/Board:	COTW July 1, 2020
Topic:	DDC
From:	Roger Walsh Village Trustee
Department:	DDC Acting Chair/Board Liaison
Presenter:	Roger Walsh
Date of Committee Action (if required):	None required. Informational 2-3 Topics + Attachments For discussion & possible direction or action of COTW
Date of Village Board Action (if required):	Informational

Information

Subject: Update of June 25, 2020 Meeting

Background Information/Rationale:

DDC focused on delivery of the Streetscaping & Wayfinding Design Plan including robust public participation since formation in May 2019.

Several topics of interest were presented to the DDC at the June 25, 2020 Public Meeting related to funding and future focus and direction of the committee. The four core objectives of the 2018 Downtown Strategic Plan are Business Development, Pedestrian Friendly, Historic Preservation, and Culture & Recreation

Key Issues for Consideration: (Informational Topics)

1. Redevelopment Resources, LLC
 - a. Redevelopment Intro e-mail
 - b. Redevelopment Resources Contract
 - c. Funding Mechanisms including BID & TID
 - d. Ben Kohout informational explanation with TID Oconomowoc examples
2. Update on DDC Member resignation & selection of DDC Chair/Co-Chair
3. Report of DDC recommendations if applicable.

Fiscal Impact (If any): Informational Only

Requested Action by Committee/Board:

Attachments

To be added by Village Clerk-Treasurer from DDC Meeting Packet



Village of Mukwonago

AGENDA ITEM REQUEST FORM





Committee/Board:	COTW July 1, 2020
Topic:	DDC
From:	Roger Walsh Village Trustee
Department:	DDC Acting Chair/Board Liaison
Presenter:	Roger Walsh
Date of Committee Action (if required):	None required. Informational 2-3 Topics + Attachments For discussion & possible direction or action of COTW
Date of Village Board Action (if required):	Informational

Information

Subject: Update of June 25, 2020 Meeting

Background Information/Rationale:

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2. Update on DDC Member resignation & selection of DDC Chair/Co-Chair
3. Report of DDC recommendations if applicable.

Fiscal Impact (If any): Informational Only

Requested Action by Committee/Board:

Attachments

To be added by Village Clerk-Treasurer from DDC Meeting Packet



Village of Mukwonago

AGENDA ITEM REQUEST FORM



TREASURERS REPORT	May-2020	TOTAL	Citizens	LGIP	Long Term Investments - Johnson Bank & ADM
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GENERAL VILLAGE

100-111xxx	General Fund	2,387,560.52	294,200.64	1,038,772.13	1,054,587.75
100-111005/020/033	Checking/MRA/Accrued Sick	983,317.25	578,612.64	295,520.82	109,183.79
150-111300	Fire Department	269,301.67	269,301.67		
200-110xxx	Lynch & Chapman Blvd	164,682.45	164,682.45		
210-111xxx	Wisc Development - RLF	209,360.62			209,360.62
220-111xxx	TID#3-General	1,357,385.85	100,693.80	886,746.41	369,945.64
240-111xxx	TID#4-General	(327,131.21)	(327,131.21)	-	
250-111xxx	TID#5-General	3,533,393.18	63,656.43	3,469,736.75	
300-111xxx	Debt Service	2,133,866.10	131,690.23	2,002,175.87	
320-111300	Fire Department Designated	257,330.26	132,926.38	124,403.88	
340-111xxx	Village Designated Funds	350,885.85	230,915.29	119,970.56	
410-111300	Recycling	250,094.26	211,151.40	38,942.86	
430-111300	Capital Equipment	(48,251.92)	(48,251.92)	-	
440-111xxx	Library	483,790.41	473,623.71	10,166.70	
480-111xxx	Capital Improvement Funds	2,107,385.56	189,632.12	1,665,340.75	252,412.69
500-111300	Stormwater District #1	61,688.29	61,688.29		
600-111xxx	Impact Fees	147,763.84	17,646.91	130,116.93	
720-111xxx	Taxroll	328,411.49	328,380.73	30.76	
810-111xxx	Parkland Site	328,475.77	91,991.18	236,484.59	
TOTAL		14,979,310.24	2,965,410.74	10,018,409.01	1,995,490.49

WATER UTILITY

610-111300	Cash	61,697.40	61,697.40		
610-111200	Bonds & Unrestricted Cash	326,198.32		326,198.32	
610-111400	Long Term Debt	88,897.16			88,897.16
610-111050	Current Year Debt Reserve	256,066.14	256,066.14	-	
610-111060	Required Debt Reserve	601,236.47	-	177,558.90	423,677.57
610-111080	Impact Fee	31,629.38	28,130.22	3,499.16	
610-111033	Accrued Sick Pay	5,597.26			5,597.26
TOTAL		1,371,322.13	345,893.76	507,256.38	518,171.99

SEWER UTILITY

620-111300	Cash	146,719.87	146,719.87		
620-111200	Bonds & Unrestricted Cash	480,905.46		480,905.46	
610-111400	Long Term Debt	21,237.23			21,237.23
620-111030	Reserve Capacity Assessment	890,982.59	21,578.06	309,254.04	560,150.49
620-111060	Required Debt Reserve	717,895.14	-	-	717,895.14
620-111050	Current Year Debt Reserve	246,453.59	246,453.59	-	
620-111070	Equipment Replacement Fund	470,576.57	-	-	470,576.57
620-111080	Impact Fee	646,181.31	10,492.11	635,689.20	
620-111033	Accrued Sick Pay	5,561.68		5,561.68	-
TOTAL		3,626,513.44	425,243.63	1,431,410.38	1,769,859.43

GRAND TOTAL	19,977,145.81	3,736,548.13	11,957,075.77	4,283,521.91
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Prepared by Diana Doherty

balance check

19,977,145.81

PERIOD ENDING 05/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 100 - GENERAL FUND					
Revenues					
OTHERREV	OTHER REVENUES	22,000.00	9,737.95	12,262.05	44.26
PTAX	GENERAL PROPERTY TAX	2,671,895.00	2,260,866.98	411,028.02	84.62
TAXES	OTHER TAXES	392,000.00	168,060.23	223,939.77	42.87
IGOVTRV	INTERGOVERNMENTAL REVENUES	861,478.00	305,092.53	556,385.47	35.42
LICPER	LICENSES & PERMITS	337,597.00	126,892.55	210,704.45	37.59
LAWORD	FINES & FORFEITURES	165,000.00	74,836.78	90,163.22	45.36
PUBCHGS	PUBLIC CHARGES FOR SERVICES	38,817.00	14,670.14	24,146.86	37.79
LEISURE	LEISURE ACTIVITIES	98,000.00	0.00	98,000.00	0.00
IGOVTC	INTERGOVERNMENTAL CHARGES	209,200.00	53,642.75	155,557.25	25.64
INVTINC	INVESTMENT INCOME	86,500.00	40,274.75	46,225.25	46.56
TOTAL REVENUES		4,882,487.00	3,054,074.66	1,828,412.34	62.55
Expenditures					
5111	VILLAGE BOARD	54,829.00	34,980.82	19,848.18	63.80
5112	HISTORIC PRESERVATION	290.00	0.00	290.00	0.00
5120	MUNICIPAL COURT	44,630.00	20,315.58	24,314.42	45.52
5130	VILLAGE ATTORNEY	78,780.00	40,265.50	38,514.50	51.11
5141	VILLAGE ADMINISTRATION/FINANCE	233,369.00	87,503.69	145,865.31	37.50
5142	CLERK-TREASURER	224,096.00	85,661.28	138,434.72	38.23
5144	ELECTIONS	23,400.00	9,683.33	13,716.67	41.38
5151	INDEPENDENT AUDITING	13,000.00	6,994.14	6,005.86	53.80
5153	ASSESSMENT OF PROPERTY	19,850.00	7,237.66	12,612.34	36.46
5154	RISK & PROPERTY INSURANCE	132,800.00	41,698.21	91,101.79	31.40
5160	VILLAGE HALL	56,133.00	26,108.04	30,024.96	46.51
5191	UNCOLLECTED TAX	0.00	26,737.89	(26,737.89)	100.00
5211	POLICE ADMINISTRATION	1,177,535.00	481,056.54	696,478.46	40.85
5212	POLICE PATROL	976,998.00	401,650.10	575,347.90	41.11
5213	CRIME INVESTIGATION	241,298.00	93,479.21	147,818.79	38.74
5215	POLICE TRAINING	12,000.00	3,882.03	8,117.97	32.35
5220	FIRE STATION (VILLAGE)	8,198.00	601.13	7,596.87	7.33
5235	EMERGENCY GOVERNMENT	2,350.00	0.00	2,350.00	0.00
5241	BUILDING INSPECTOR	231,858.00	87,394.48	144,463.52	37.69
5247	BOARD OF APPEALS	1,000.00	0.19	999.81	0.02
5254	DAMS	7,652.00	3,048.95	4,603.05	39.85
5300	DPW GENERAL ADMINISTRATION	332,956.00	158,914.35	174,041.65	47.73
5323	GARAGE	49,502.00	28,926.13	20,575.87	58.43
5324	MACHINERY & EQUIPMENT	87,848.00	41,154.49	46,693.51	46.85
5335	ENGINEERING	50,000.00	21,061.54	28,938.46	42.12
5341	STREETS & ALLEYS	24,298.00	6,112.33	18,185.67	25.16
5342	STREET LIGHTING	172,500.00	59,436.06	113,063.94	34.46
5343	CURBS GUTTERS & SIDEWALKS	25,526.00	97.00	25,429.00	0.38
5344	STORM SEWER	16,208.00	5,260.76	10,947.24	32.46
5345	STREET CLEANING	11,438.00	893.54	10,544.46	7.81
5346	BRIDGES & CULVERTS	5,033.00	0.00	5,033.00	0.00
5347	SNOW & ICE CONTROL	126,777.00	70,830.99	55,946.01	55.87
5348	STREET SIGNS & MARKINGS	10,776.00	8,182.40	2,593.60	75.93
5362	GARBAGE COLLECTION	4,293.00	540.65	3,752.35	12.59
5431	ANIMAL POUND	2,750.00	2,420.00	330.00	88.00
5512	MUSEUM	11,000.00	2,722.28	8,277.72	24.75
5521	PARKS	173,872.00	64,468.17	109,403.83	37.08
5522	CELEBRATIONS	4,119.00	2,898.20	1,220.80	70.36
5611	FORESTRY	30,555.00	9,623.28	20,931.72	31.49
5613	WEED CONTROL	1,618.00	0.00	1,618.00	0.00
5632	PLANNING DEPARTMENT	123,658.00	48,707.55	74,950.45	39.39
5660	STORMWATER MASTER PLAN	12,000.00	240.00	11,760.00	2.00
5670	ECONOMIC DEVELOPMENT	65,694.00	24,862.55	40,831.45	37.85
TOTAL EXPENDITURES		4,882,487.00	2,015,651.04	2,866,835.96	41.28
Fund 100 - GENERAL FUND:					
TOTAL REVENUES		4,882,487.00	3,054,074.66	1,828,412.34	62.55
TOTAL EXPENDITURES		4,882,487.00	2,015,651.04	2,866,835.96	41.28
NET OF REVENUES & EXPENDITURES		0.00	1,038,423.62	(1,038,423.62)	100.00

PERIOD ENDING 05/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND					
Revenues					
OTHERREV	OTHER REVENUES	0.00	13,144.50	(13,144.50)	100.00
PTAX	GENERAL PROPERTY TAX	222,854.00	92,855.85	129,998.15	41.67
EBIX	EBIX REVENUES	1,034,294.00	473,905.10	560,388.90	45.82
IGOVTRV	INTERGOVERNMENTAL REVENUES	6,000.00	0.00	6,000.00	0.00
PUBCHGS	PUBLIC CHARGES FOR SERVICES	1,500.00	300.00	1,200.00	20.00
IGOVTC	INTERGOVERNMENTAL CHARGES	222,854.00	92,855.85	129,998.15	41.67
INVTINC	INVESTMENT INCOME	1,000.00	325.14	674.86	32.51
TOTAL REVENUES		1,488,502.00	673,386.44	815,115.56	45.24
Expenditures					
5140	ADMINISTRATIVE & GENERAL	26,361.00	10,983.75	15,377.25	41.67
5221	FIRE ADMINISTRATION	939,371.00	381,054.12	558,316.88	40.56
5222	FIRE SUPPRESSION	62,798.00	18,285.50	44,512.50	29.12
5223	FIRE TRAINING	42,478.00	10,766.05	31,711.95	25.35
5231	AMBULANCE	328,347.00	152,409.22	175,937.78	46.42
5232	AMBULANCE TRAINING	22,601.00	6,183.32	16,417.68	27.36
5700	CAPITAL OUTLAY EXPENDITURES	34,000.00	10,666.35	23,333.65	31.37
5900	OTHER FINANCING USES	32,546.00	0.00	32,546.00	0.00
TOTAL EXPENDITURES		1,488,502.00	590,348.31	898,153.69	39.66
Fund 150 - FIRE/AMBULANCE FUND:					
TOTAL REVENUES		1,488,502.00	673,386.44	815,115.56	45.24
TOTAL EXPENDITURES		1,488,502.00	590,348.31	898,153.69	39.66
NET OF REVENUES & EXPENDITURES		0.00	83,038.13	(83,038.13)	100.00

PERIOD ENDING 05/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 610 - WATER UTILITY FUND					
Revenues					
OTHERREV	OTHER REVENUES	100.00	0.00	100.00	0.00
UTILREV	UTILITY REVENUES	2,002,653.00	464,970.48	1,537,682.52	23.22
CONTRIB	CONTRIBUTED CAPITAL	100,000.00	27,789.80	72,210.20	27.79
MISCINC	MISC INCOME UTILITIES	137,000.00	106,901.98	30,098.02	78.03
IGOVTC	INTERGOVERNMENTAL CHARGES	1,500.00	(76.88)	1,576.88	(5.13)
INVTINC	INVESTMENT INCOME	52,100.00	11,588.91	40,511.09	22.24
TOTAL REVENUES		2,293,353.00	611,174.29	1,682,178.71	26.65
Expenditures					
5140	ADMINISTRATIVE & GENERAL	200.00	89.35	110.65	44.68
5900	OTHER FINANCING USES	267,896.00	10,000.00	257,896.00	3.73
6200	PUMPING OPERATIONS	112,320.00	50,460.78	61,859.22	44.93
6210	PUMPING MAINTENANCE	189,232.00	64,020.16	125,211.84	33.83
6300	WATER TREATMENT OPERATIONS	68,537.00	22,154.35	46,382.65	32.32
6310	WATER TREATMENT MAINTENANCE	13,838.00	8,485.65	5,352.35	61.32
6450	T&D-DISTR RSRVR/STNDP MAINT	21,740.00	5,493.18	16,246.82	25.27
6451	T&D-MAINS MAINTENANCE	54,847.00	14,157.16	40,689.84	25.81
6452	T&D-SERVICES MAINTENANCE	39,152.00	3,363.09	35,788.91	8.59
6453	T&D-METERS MAINTENANCE	20,166.00	5,538.87	14,627.13	27.47
6454	T&D-HYDRANTS MAINTENANCE	35,162.00	3,967.36	31,194.64	11.28
6901	METER READING LABOR	3,532.00	4,025.37	(493.37)	113.97
6902	ACCOUNTING & COLLECTING LABOR	73,400.00	32,042.45	41,357.55	43.65
6920	ADMINISTRATIVE & GENERAL EXP	995,777.00	394,950.67	600,826.33	39.66
6950	YEAR END ACCOUNTING ADJUSTMENT	397,554.00	0.00	397,554.00	0.00
TOTAL EXPENDITURES		2,293,353.00	618,748.44	1,674,604.56	26.98
Fund 610 - WATER UTILITY FUND:					
TOTAL REVENUES		2,293,353.00	611,174.29	1,682,178.71	26.65
TOTAL EXPENDITURES		2,293,353.00	618,748.44	1,674,604.56	26.98
NET OF REVENUES & EXPENDITURES		0.00	(7,574.15)	7,574.15	100.00

PERIOD ENDING 05/31/2020

GL NUMBER	DESCRIPTION	2020 AMENDED BUDGET	YTD BALANCE 05/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 620 - SEWER UTILITY FUND					
Revenues					
OTHERREV	OTHER REVENUES	1,500.00	0.00	1,500.00	0.00
UNCLASSIFIED	Unclassified	10,000.00	10,000.00	0.00	100.00
UTILREV	UTILITY REVENUES	1,590,640.00	389,517.19	1,201,122.81	24.49
LICPER	LICENSES & PERMITS	101,600.00	19,689.60	81,910.40	19.38
CONTRIB	CONTRIBUTED CAPITAL	80,000.00	10,269.60	69,730.40	12.84
MISCINC	MISC INCOME UTILITIES	250,000.00	104,925.16	145,074.84	41.97
INVSTINC	INVESTMENT INCOME	41,175.00	25,073.03	16,101.97	60.89
TOTAL REVENUES		2,074,915.00	559,474.58	1,515,440.42	26.96
Expenditures					
5140	ADMINISTRATIVE & GENERAL	120.00	33.01	86.99	27.51
5900	OTHER FINANCING USES	88,014.00	0.00	88,014.00	0.00
8010	WWTP-TREATMENT/DISPOSAL/GP	564,304.00	172,912.87	391,391.13	30.64
8020	LIFT STATIONS/PUMPING EQUIP	31,499.00	6,003.34	25,495.66	19.06
8030	WASTEWATER COLLECTION SYSTEM	105,867.00	8,314.29	97,552.71	7.85
8300	ACCOUNTING/COLLECTING	73,400.00	30,911.80	42,488.20	42.11
8400	ADMINISTRATIVE & GENERAL	576,232.00	242,583.95	333,648.05	42.10
8900	YEAR END ACCOUNTING ADJUSTMENT	635,479.00	0.00	635,479.00	0.00
TOTAL EXPENDITURES		2,074,915.00	460,759.26	1,614,155.74	22.21
Fund 620 - SEWER UTILITY FUND:					
TOTAL REVENUES		2,074,915.00	559,474.58	1,515,440.42	26.96
TOTAL EXPENDITURES		2,074,915.00	460,759.26	1,614,155.74	22.21
NET OF REVENUES & EXPENDITURES		0.00	98,715.32	(98,715.32)	100.00
TOTAL REVENUES - ALL FUNDS					
TOTAL REVENUES - ALL FUNDS		10,739,257.00	4,898,109.97	5,841,147.03	45.61
TOTAL EXPENDITURES - ALL FUNDS		10,739,257.00	3,685,507.05	7,053,749.95	34.32
NET OF REVENUES & EXPENDITURES		0.00	1,212,602.92	(1,212,602.92)	100.00

Accounts Payable Cover Sheet

Report:	Period or corresponding report date		
Village Accounts Payable	07/02/2020 Check Run	\$	340,615.86
Library Accounts Payable		\$	8,113.39
Spectrum (ach withdrawal)		\$	2,983.98
WE Energies (ach withdrawal)		\$	49,834.48
US Bank (ach withdrawal)		\$	20,541.13
Manual Checks or E-checks issued	June 2020	\$	8,329.40
Manual Checks or E-checks issued	6/3/2020	\$	2,924.67
Manual Checks or E-checks issued	6/10/2020	\$	9,917.36
Manual Checks or E-checks issued	6/24/2020	\$	159,831.72
Total for Approval:		\$	603,091.99

The preceding list of bills payable was approved for payment

Date: _____

Approved by: _____

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PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO
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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: 1-800 RADIATOR					
53520787	3488 RADIATOR REPAIR	150-5231-539500	160.00	160.00	FIRE
TOTAL VENDOR 1-800 RADIATOR				160.00	
VENDOR NAME: A-CUT ABOVE PAINTING					
2020-014	VILLAGE HALL EXTERIOR DOOR PAINTING	100-5160-539500	165.00	165.00	DPW
TOTAL VENDOR A-CUT ABOVE PAINTING				165.00	
VENDOR NAME: ADVANTAGE POLICE SUPPLY					
20-0606	RTF BALLISTIC GEAR	430-5700-571300	8,789.50	8,789.50	FIRE
TOTAL VENDOR ADVANTAGE POLICE SUPPLY				8,789.50	
VENDOR NAME: ALSCO					
IMIL1576489	WALK OFF MATS	100-5160-521900	60.33	60.33	DPW
IMIL1559093	WALK OFF MATS	100-5160-521900	59.44	59.44	DPW
IMIL1578729	JUNE 18 MAT CLEANING SERVICE	100-5211-539400	43.89	43.89	POLICE
TOTAL VENDOR ALSCO				163.66	
VENDOR NAME: AT & T MOBILITY					
287291370101X06152	(JUNE INVOICE FOR DEPARTMENT CELL PHONES	100-5211-522500	580.33	580.33	POLICE
TOTAL VENDOR AT & T MOBILITY				580.33	
VENDOR NAME: BEDROCK SEWER & WATER					
2141	WATER SERVICE REPLACEMENT INSTALLED 1996	610-0000-134500	13,863.06	13,863.06	UTILITIES
TOTAL VENDOR BEDROCK SEWER & WATER				13,863.06	
VENDOR NAME: C & M AUTO PARTS INC					
6079-318705	OIL ABSORBANT	100-5323-531100	26.37	26.37	DPW
6079-319115	OIL FILTER	100-5324-539500	8.78	8.78	DPW
TOTAL VENDOR C & M AUTO PARTS INC				35.15	
VENDOR NAME: CENTRAL OFFICE SYSTEMS					
68432379	JULY 2020 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		
		610-6902-690300	54.45		
		620-8400-851000	51.15		
TOTAL VENDOR CENTRAL OFFICE SYSTEMS				165.00	
VENDOR NAME: CERTIFIED LABORATORIES					
3988415	PENETRATING OIL	100-5323-531100	144.63	144.63	DPW
TOTAL VENDOR CERTIFIED LABORATORIES				144.63	
VENDOR NAME: CINTAS					

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: CINTAS					
4053698488	UNIFORM SERVICE	610-6920-693000	40.00	79.75	UTILITIES
		620-8010-827000	39.75		
4053698562	STAFF UNIFORMS	100-5323-531100	98.52	98.52	DPW
4053086287	UNIFORM SERVICE	610-6920-693000	40.00	79.75	UTILITIES
		620-8010-827000	39.75		
4053086303	STAFF UNIFORMS	100-5323-531100	96.92	96.92	DPW
TOTAL VENDOR CINTAS				354.94	
VENDOR NAME: CORE & MAIN LP					
M512825	WATER SERVICE REPAIR TWO RIVERS	610-6452-665200	1,093.77	1,093.77	UTILITIES
TOTAL VENDOR CORE & MAIN LP				1,093.77	
VENDOR NAME: CRANE ENGINEERING					
384250-00	CLHORINATOR REPAIRS AND PARTS	610-6300-663200	4,454.00	4,454.00	UTILITIES
TOTAL VENDOR CRANE ENGINEERING				4,454.00	
VENDOR NAME: DIGGERS HOTLINE INC					
200538301	DIGGERS HOTLINE FEES	610-6920-693000	161.38	322.38	UTILITIES
		620-8400-852000	161.00		
TOTAL VENDOR DIGGERS HOTLINE INC				322.38	
VENDOR NAME: EHLERS					
83621	PROFORMA FOR OPS AND GAST STATION	100-5670-521900	300.00	300.00	ADMIN
TOTAL VENDOR EHLERS				300.00	
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS					
2174482	EMS SUPPLIES	150-5231-531100	903.62	903.62	FIRE
2175399	RTF SUPPLIES	430-5700-571300	1,176.10	1,176.10	FIRE
TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS				2,079.72	
VENDOR NAME: ENSA					
4859524	SHOE COVERS USED FOR METER TESTING	610-6453-664100	91.44	91.44	UTILITIES
4860193	WWTF LAB AND GENERAL PURPOSE RUBBER GLOV	620-8010-827000	228.94	228.94	UTILITIES
TOTAL VENDOR ENSA				320.38	
VENDOR NAME: ENVIRONMENT CONTROL					
14468-613	VILLAGE HALL CLEANING	100-5160-521900	224.25	224.25	DPW
TOTAL VENDOR ENVIRONMENT CONTROL				224.25	
VENDOR NAME: FASTENAL COMPANY					
WIMUK82807	SAFETY EQUIPMENT	610-6452-665200	300.00	584.50	UTILITIES
		620-8030-831000	284.50		
WIMUK82843	SAFETY TRAILER REPAIR PARTS	620-8020-832000	5.97	5.97	UTILITIES

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: FASTENAL COMPANY					
	TOTAL VENDOR FASTENAL COMPANY			590.47	
VENDOR NAME: FOSTER COACH SALES					
19775	3451 AND 3453 THERMOSTAT REPLACEMENT	150-5231-539500	528.78	528.78	FIRE
	TOTAL VENDOR FOSTER COACH SALES			528.78	
VENDOR NAME: FRIESEMA DAVID					
2020 JUNE 2	2020 CLOTHING REIMBURSEMENT - FRIESEMA	150-5221-534600	113.40	113.40	FIRE
	TOTAL VENDOR FRIESEMA DAVID			113.40	
VENDOR NAME: GALLS LLC					
1002022401	2020 UNIFORM ALLOWANCE - WILSON	100-5212-534600	134.99	134.99	POLICE
	TOTAL VENDOR GALLS LLC			134.99	
VENDOR NAME: HADY ELECTRIC INC					
12-10122.3000 PMNT	EMERGENCY GENERATOR AT VH	480-5700-539900	86,300.00	86,300.00	FINANCE
	TOTAL VENDOR HADY ELECTRIC INC			86,300.00	
VENDOR NAME: HAWKINS WATER TREATMENT					
4735339	WWTF POLYMER FOR SLUDGE THICKENING	620-8010-825000	2,028.60	2,028.60	UTILITIES
4727200	WWTF REPAIR PARTS FOR PHOSPHORUS CHEMICALS	620-8010-824000	873.80	873.80	UTILITIES
4735343	WATER CHEMICALS FOR TREATMENT	610-6300-663100	1,932.15	1,932.15	UTILITIES
	TOTAL VENDOR HAWKINS WATER TREATMENT			4,834.55	
VENDOR NAME: HIPPENMEYER, REILLY, BLUM,					
49629	B19-0026 BOX SELF STORAGE	100-0000-211425	122.50	122.50	FINANCE
49625	B19-0023 TERONOMY/FAMILY VENTURES	100-0000-211425	70.00	70.00	FINANCE
49622	MISC MATTERS	100-5130-521900	3,162.50	3,162.50	FINANCE
49627	UTILITIES	610-6920-692300	284.38	568.75	FINANCE
		620-8400-852000	284.37		
49628	ORDINANCE	100-5130-521900	367.50	367.50	FINANCE
49626	PROSECUTIONS	100-5130-521900	2,092.50	2,092.50	FINANCE
	TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,			6,383.75	
VENDOR NAME: IDEMIA IDENTITY & SECURITY USA LLC					
130202	YEARLY LIVESCAN FINGERPRINTING MACHINE	M100-5212-521900	2,404.00	2,404.00	POLICE
	TOTAL VENDOR IDEMIA IDENTITY & SECURITY USA LLC			2,404.00	
VENDOR NAME: KLM ENGINEERING INC					
7771	WELL 4 5 YEAR RESERVOIR INSPECTION	610-6450-665000	3,300.00	3,300.00	UTILITIES
	TOTAL VENDOR KLM ENGINEERING INC			3,300.00	
VENDOR NAME: LEVEL HEADED MUDJACKERS LLC					
000068	SIDEWALK REPAIRS AROUND WWTF OFFICE BUILDING	620-8010-834000	1,850.00	1,850.00	UTILITIES
	TOTAL VENDOR LEVEL HEADED MUDJACKERS LLC			1,850.00	
VENDOR NAME: LYNCH CHEVROLET					
415621	3488 CONDENSER REPAIR	150-5231-539500	230.00	230.00	FIRE

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VENDOR NAME: LYNCH CHEVROLET			
	TOTAL VENDOR LYNCH CHEVROLET		230.00
VENDOR NAME: MARTENS PLBG & HTG INC			
54158	REPLACE CAPACITOR ON ROOF UNIT FOR DISPA	100-5211-539400 195.00	195.00 POLICE
	TOTAL VENDOR MARTENS PLBG & HTG INC		195.00
VENDOR NAME: MONTAGE ENTERPRISES, INC			
79378	TIGER MOWER PARTS	100-5324-539500 60.68	60.68 DPW
	TOTAL VENDOR MONTAGE ENTERPRISES, INC		60.68
VENDOR NAME: MUDTECH LLC			
12-10086.200 PMT 1	PICK N SAVE POND	480-5700-584800 103,219.87	103,219.87 FINANCE
	TOTAL VENDOR MUDTECH LLC		103,219.87
VENDOR NAME: MUKWONAGO AUTO PARTS - GENERAL			
098090	TIGER MOWER BELTS	100-5324-539500 80.36	80.36 DPW
103522	WHEEL WEIGHTS	100-5323-531100 34.49	34.49 DPW
104724	MOWER REPAIR PARTS	620-8010-827000 11.00	11.00 UTILITIES
104699	WWTF MOWER REPAIR PARTS	620-8010-827000 19.50	19.50 UTILITIES
104725	WWTF MOWER REPAIR PARTS	620-8010-827000 (14.76)	(14.76) UTILITIES
104924	SAFETY TRAILER REPAIRS	620-8020-832000 44.97	44.97 UTILITIES
	TOTAL VENDOR MUKWONAGO AUTO PARTS - GENERAL		175.56
VENDOR NAME: MUKWONAGO POLICE DEPT			
2020 JUNE	2020 JUNE PETTY CASH	100-5211-531500 19.10	30.64 POLICE
		100-5212-531100 11.54	
	TOTAL VENDOR MUKWONAGO POLICE DEPT		30.64
VENDOR NAME: NORTHERN LAKE SERVICE INC			
380030	WWTF LAB TESTING	620-8010-826000 334.00	334.00 UTILITIES
380042	WWTF LAB TESTING	620-8010-826000 358.00	358.00 UTILITIES
379543	WWTF LAB TESTING	620-8010-826000 334.00	334.00 UTILITIES
379553	WWTF LAB TESTING	620-8010-826000 334.00	334.00 UTILITIES
	TOTAL VENDOR NORTHERN LAKE SERVICE INC		1,360.00
VENDOR NAME: OFFICE PRO			
0391288-001	VH OFFICE SUPPLIES	100-5141-531100 18.81	97.80 ALLOCATE
		100-5142-531100 18.81	
		100-5241-531100 18.81	
		100-5632-531100 18.81	
		610-6902-690300 11.28	
		620-8300-840000 11.28	
	TOTAL VENDOR OFFICE PRO		97.80
VENDOR NAME: OLSEN SAFETY EQUIPMENT			
0377921-IN	WWTF RUBBER GLOVES	620-8010-827000 106.56	106.56 UTILITIES
	TOTAL VENDOR OLSEN SAFETY EQUIPMENT		106.56

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: PORT-A-JOHN, INC					
1314353-IN	PORTABLE RESTROOMS	100-5521-531100	88.00	88.00	DPW
TOTAL VENDOR PORT-A-JOHN, INC				88.00	
VENDOR NAME: PROHEALTH PHARMACY					
2020 MAY 27	EMS SUPPLIES	150-5231-531100	544.69	544.69	FIRE
2020 MAY	EMS SUPPLIES	150-5231-531100	1,010.31	1,010.31	FIRE
TOTAL VENDOR PROHEALTH PHARMACY				1,555.00	
VENDOR NAME: PROVEN POWER INC					
02-337432	JOHN DEERE TRACTOR PARTS	100-5324-539500	85.92	85.92	DPW
TOTAL VENDOR PROVEN POWER INC				85.92	
VENDOR NAME: QUILL LLC					
7454098	DISPOSABLE GLOVES	100-5212-531100	17.94	35.88	POLICE
		100-5120-531100	17.94		
7459090					
	GLOVES AND PESTICIDE	100-5211-539400	20.62	48.16	POLICE
		100-5120-531100	27.54		
7555182					
	DISPOSABLE FACE MASKS	100-5120-531100	55.98	55.98	FINANCE
7637179	QUILL PLUS BLUE MEMBER RENEWAL	100-5211-531100	69.99	69.99	POLICE
TOTAL VENDOR QUILL LLC				210.01	
VENDOR NAME: RAVE MOBILE SAFETY					
INV19054	MUNI ALERTING RENEWAL	100-5142-521900	440.22	3,081.60	FINANCE
		440-5511-531000	440.23		
		620-8400-852000	440.23		
		150-5221-521900	440.23		
		100-5521-531100	440.23		
		610-6920-692300	440.23		
		100-5211-521900	440.23		
TOTAL VENDOR RAVE MOBILE SAFETY				3,081.60	
VENDOR NAME: RICOH USA, INC					
33609428	COPIER LEASE PAYMENT	100-5142-531200	23.88	170.61	FINANCE
		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		
		610-6902-690300	56.30		
		620-8400-851000	52.89		
TOTAL VENDOR RICOH USA, INC				170.61	
VENDOR NAME: SHRED-IT USA					

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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: SHRED-IT USA					
8129928128	2020 JUNE VH SHREDDING SERVICES	100-5141-531100	30.48	60.96	ALLOCATE
		100-5142-531100	15.24		
		100-5632-531100	15.24		
TOTAL VENDOR SHRED-IT USA				60.96	
VENDOR NAME: STAAB CONSTRUCTION CORP					
12-10081.200 PMNT 1	WELL #5	610-0000-000109	66,449.75	66,449.75	FINANCE
TOTAL VENDOR STAAB CONSTRUCTION CORP				66,449.75	
VENDOR NAME: SYLVANE					
IN116431	DEHUMIDIFIERS FOR 2 WELLS 6 & 5 AND WWTF	620-8010-833000	2,423.95	7,271.85	UTILITIES
		610-6200-662500	4,847.90		
TOTAL VENDOR SYLVANE				7,271.85	
VENDOR NAME: UNEEDA IRON & SANDBLASTING INC					
2398	REPAIR METER TEST BENCH AND SINK	610-6453-665300	1,400.00	1,400.00	UTILITIES
2397	WELL 4 RESERVOIR SECURITY COVERS	610-6450-665000	1,620.00	1,620.00	UTILITIES
2396	WELL 4 RESERVOIR SECURITY COVERS	610-6450-665000	6,893.08	6,893.08	UTILITIES
TOTAL VENDOR UNEEDA IRON & SANDBLASTING INC				9,913.08	
VENDOR NAME: USA BLUEBOOK					
239218	WATER SIGNS FOR HYDRANT FLUSHING	610-6454-665400	222.55	222.55	UTILITIES
127818	WWTF LAB SUPPLIES	620-8010-826000	1,696.92	1,696.92	UTILITIES
171186	WWTF LAB SUPPLIES AND SAMPLER PARTS	620-8010-826000	286.02	286.02	UTILITIES
182058	WWTF LAB SUPPLIES	620-8010-826000	729.00	729.00	UTILITIES
182280	WWTF LAB SUPPLIES	620-8010-826000	161.25	161.25	UTILITIES
183842	WWTF FLOOR PAINT	620-8010-834000	302.85	302.85	UTILITIES
188434	WWTF FLOOR PAINTING PREP CHEMICALS	620-8010-834000	293.55	293.55	UTILITIES
211210	SIGNS FOR HYDRANT FLUSHING	610-6454-665400	207.90	207.90	UTILITIES
238869	WWTF LAB SUPPLIES	620-8010-826000	1,173.46	1,173.46	UTILITIES
239186	WWTF LAB SUPPLIES	620-8010-826000	64.30	64.30	UTILITIES
123655	WELL MAINTENANCE	610-6210-662500	(301.90)	(301.90)	UTILITIES
TOTAL VENDOR USA BLUEBOOK				4,835.90	
VENDOR NAME: VERIZON WIRELESS					
9856586871	2020 JUNE CELL BILL ACCT 885503900-00002	150-5221-522500	20.66	275.25	MULTIPLE
		100-5323-522500	20.66		
		610-6920-692100	116.96		
		620-8400-851000	116.97		
9856586872	2020 JUNE CELL BILL ACCT#885503900-00003	150-5221-522500	361.23	361.23	FIRE

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VENDOR NAME: VERIZON WIRELESS				
9856586870	2020 JUNE CELL BILL ACCT# 885503900-0000	100-5141-522500	174.55	748.69 MULTIPLE
		100-5241-522500	135.42	
		150-5221-522500	4.12	
		100-5211-522500	2.27	
		100-5323-522500	134.74	
		610-6920-692100	148.80	
		620-8400-851000	148.79	
TOTAL VENDOR VERIZON WIRELESS			1,385.17	
VENDOR NAME: WAUKESHA COUNTY CLERK				
2020 DIRECTORY	DIRECTORY WAUKESHA CO	100-5111-531100	33.00	33.00 CLERK
TOTAL VENDOR WAUKESHA COUNTY CLERK			33.00	
VENDOR NAME: WAUKESHA CTY TREASURER				
2020-00000067	MAY 2020 PRISONER HOUSING	100-5212-521900	17.45	17.45 POLICE
TOTAL VENDOR WAUKESHA CTY TREASURER			17.45	
VENDOR NAME: WISCONSIN IMAGING SOLUTIONS LLC				
AR44656	COPIER EXPENSE WWTF	620-8400-851000	59.84	59.84 UTILITIES
TOTAL VENDOR WISCONSIN IMAGING SOLUTIONS LLC			59.84	
VENDOR NAME: ZEP SALES & SERVICE				
9005242133	ZEP DISINFECTANT COVID-19	150-5231-531100	265.90	265.90 FIRE
TOTAL VENDOR ZEP SALES & SERVICE			265.90	
GRAND TOTAL:			340,615.86	

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2035250393 41167	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	13.99 13.99	0.00	Paid	Y 06/15/2020
2035250394 41168	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	9.51 9.51	0.00	Paid	Y 06/15/2020
2035250395 41169	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	50.64 50.64	0.00	Paid	Y 06/15/2020
2035250396 41170	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	16.71 16.71	0.00	Paid	Y 06/15/2020
2035250397 41171	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	10.63 10.63	0.00	Paid	Y 06/15/2020
2035250401 41172	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	6.28 6.28	0.00	Paid	Y 06/15/2020
2035250402 41174	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	25.46 25.46	0.00	Paid	Y 06/15/2020
2035250403 41175	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	15.74 15.74	0.00	Paid	Y 06/15/2020
2035250406 41177	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	23.51 23.51	0.00	Paid	Y 06/15/2020
2035250419 41178	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	17.90 17.90	0.00	Paid	Y 06/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2035250421 41179	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	20.14 20.14	0.00	Paid	Y 06/15/2020
2035250407 41181	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	19.58 19.58	0.00	Paid	Y 06/15/2020
2035250408 41182	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	3.14 3.14	0.00	Paid	Y 06/15/2020
2035250410 41183	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	10.07 10.07	0.00	Paid	Y 06/15/2020
2035250415 41184	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	9.51 9.51	0.00	Paid	Y 06/15/2020
2035250416 41185	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	9.42 9.42	0.00	Paid	Y 06/15/2020
2035250417 41186	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	1,313.47 1,313.47	0.00	Paid	Y 06/15/2020
2035250825 41187	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	22.64 22.64	0.00	Paid	Y 06/15/2020
2035250826 41188	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	14.14 14.14	0.00	Paid	Y 06/15/2020
2035250827 41190	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	951.20 951.20	0.00	Paid	Y 06/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2035250976 41191	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	15.95 15.95	0.00	Paid	Y 06/15/2020
2035250977 41192	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	49.24 49.24	0.00	Paid	Y 06/15/2020
2035251091 41193	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	10.63 10.63	0.00	Paid	Y 06/15/2020
2035251092 41194	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	10.07 10.07	0.00	Paid	Y 06/15/2020
2035251108 41195	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	9.45 9.45	0.00	Paid	Y 06/15/2020
2035251109 41197	BAKER & TAYLOR INC. BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	43.63 43.63	0.00	Paid	Y 06/15/2020
2035276034 41228	BAKER & TAYLOR INC. BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	4.40 4.40	0.00	Paid	Y 06/15/2020
2035276035 41229	BAKER & TAYLOR INC. BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	10.07 10.07	0.00	Paid	Y 06/15/2020
2035276036 41230	BAKER & TAYLOR INC. BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	4.40 4.40	0.00	Paid	Y 06/15/2020
2035276037 41231	BAKER & TAYLOR INC. BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	10.07 10.07	0.00	Paid	Y 06/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2035276038 41232	BAKER & TAYLOR INC. BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	963.17 963.17	0.00	Paid	Y 06/15/2020
2035276039 41233	BAKER & TAYLOR INC. BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	118.28 118.28	0.00	Paid	Y 06/15/2020
703941040 41199	CENGAGE LEARNING BOOKS 440-5700-532800	05/20/2020 CKIM	06/15/2020	89.57 89.57	0.00	Paid	Y 06/15/2020
70399781 41201	CENGAGE LEARNING BOOKS 440-5700-532800	05/21/2020 CKIM	06/15/2020	30.39 30.39	0.00	Paid	Y 06/15/2020
6665182 41146	QUILL LLC PAPER 440-5511-531100	05/04/2020 CKIM	06/15/2020	81.48 81.48	0.00	Paid	Y 06/15/2020
6720343 41147	QUILL LLC STYLUS PEN 440-5511-531100	05/06/2020 CKIM	06/15/2020	37.95 37.95	0.00	Paid	Y 06/15/2020
6738156 41148	QUILL LLC DUSTER 440-5511-531100	05/06/2020 CKIM	06/15/2020	87.39 87.39	0.00	Paid	Y 06/15/2020
6790674 41149	QUILL LLC CLEANING SUPPLIES 440-5511-531100	05/08/2020 CKIM	06/15/2020	31.49 31.49	0.00	Paid	Y 06/15/2020
6790743 41150	QUILL LLC CLEANING CARDS 440-5511-531100	05/08/2020 CKIM	06/15/2020	43.14 43.14	0.00	Paid	Y 06/15/2020
6807890 41152	QUILL LLC OFFICE SUPPLIES 440-5511-531100	05/08/2020 CKIM	06/15/2020	29.93 29.93	0.00	Paid	Y 06/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
6859279 41153	QUILL LLC CLEANING SUPPLIES 440-5511-531100 SUPPLIES	05/12/2020 CKIM	06/15/2020	64.62 64.62	0.00	Paid	Y 06/15/2020
6929496 41154	QUILL LLC PRINTER 440-5511-531100 SUPPLIES	05/14/2020 CKIM	06/15/2020	497.78 497.78	0.00	Paid	Y 06/15/2020
7012084 41156	QUILL LLC PAPER PRODUCTS 440-5511-531100 SUPPLIES	05/18/2020 CKIM	06/15/2020	50.99 50.99	0.00	Paid	Y 06/15/2020
7007389 41157	QUILL LLC PAPER PRODUCTS 440-5511-531100 SUPPLIES	05/18/2020 CKIM	06/15/2020	32.57 32.57	0.00	Paid	Y 06/15/2020
6930316 41158	QUILL LLC EARBUDS 440-5511-531100 SUPPLIES	05/14/2020 CKIM	06/15/2020	151.50 151.50	0.00	Paid	Y 06/15/2020
7116484 41159	QUILL LLC SOAP 440-5511-531100 SUPPLIES	05/21/2020 CKIM	06/15/2020	12.40 12.40	0.00	Paid	Y 06/15/2020
7116484 41160	QUILL LLC SOAP 440-5511-531100 SUPPLIES	05/21/2020 CKIM	06/15/2020	(12.40) (12.40)	0.00	Paid	Y 06/15/2020
7293622 41162	QUILL LLC SANITIZER 440-5511-531100 SUPPLIES	05/28/2020 CKIM	06/15/2020	7.62 7.62	0.00	Paid	Y 06/15/2020
7240665 41164	QUILL LLC CLEANER 440-5511-531100 SUPPLIES	05/27/2020 CKIM	06/15/2020	169.90 169.90	0.00	Paid	Y 06/15/2020
7241220 41165	QUILL LLC CLEANER 440-5511-531100 SUPPLIES	05/27/2020 CKIM	06/15/2020	33.90 33.90	0.00	Paid	Y 06/15/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
74727 41318	HAHN ACE HARDWARE BASKET 440-5890-580600	06/04/2020 CKIM	06/15/2020	107.97	0.00	Paid	Y 06/15/2020
	DONATED FUND EXPENDITURES			107.97			
74725 41320	HAHN ACE HARDWARE GLOVE & CARD 440-5890-580600	06/04/2020 CKIM	06/15/2020	100.38	0.00	Paid	Y 06/15/2020
	DONATED FUND EXPENDITURES			100.38			
74765 41321	HAHN ACE HARDWARE CREDIT GLOVES 440-5890-580600	06/07/2020 CKIM	06/15/2020	(50.38)	0.00	Paid	Y 06/15/2020
	DONATED FUND EXPENDITURES			(50.38)			
MAY 41235	LAURA FRISCH MISC. ERRANDS 440-5511-533200	06/08/2020 CKIM	06/15/2020	70.15	0.00	Paid	Y 06/15/2020
	MILEAGE			70.15			
MAY 41316	CATHRYN KIM MASK SEWING SUPPLIES 440-5890-580600	06/09/2020 CKIM	06/15/2020	106.95	0.00	Paid	Y 06/15/2020
	DONATED FUND EXPENDITURES			106.95			
AR113394 41144	OFFICE COPYING EQUIPMENT 4/12/20-5/11/20 440-5511-531000	05/14/2020 CKIM	06/15/2020	143.82	0.00	Paid	Y 06/15/2020
	OUTSIDE SERVICES			143.82			
B5913392 41263	BRODART BOOKS 440-5700-532800	06/03/2020 CKIM	06/15/2020	1,160.56	0.00	Paid	Y 06/15/2020
	BOOKS			1,160.56			
119788266 41166	ULINE BAGS 440-5511-531100	05/08/2020 CKIM	06/15/2020	304.17	0.00	Paid	Y 06/15/2020
	SUPPLIES			304.17			
445395 41203	GRUNAU COMPANY, INC REPAIR BOILER 440-5511-539500	05/21/2020 CKIM	06/15/2020	316.88	0.00	Paid	Y 06/15/2020
	REPAIRS & MAINTENANCE			316.88			
28166 41234	AMERICA AQUARIA FISH TANK CLEANING 440-5511-531000	06/05/2020 CKIM	06/15/2020	85.00	0.00	Paid	Y 06/15/2020
	OUTSIDE SERVICES			85.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2020-12178-1							
41143	INTERACTIVE SCIENCES, INC	05/26/2020	06/15/2020	499.08	0.00	Paid	Y
	WOWBRARY 5/16/20-5/15/21	CKIM					06/15/2020
	440-5511-522000	CONTRACTUAL SERVICES		499.08			
IMIL1569703							
41145	ALSCO	05/21/2020	06/15/2020	15.55	0.00	Paid	Y
	MATS & DISTERS	CKIM					06/15/2020
	440-5511-531100	SUPPLIES		15.55			
# of Invoices:	60	# Due:	0	Totals:	8,176.17	0.00	
# of Credit Memos:	2	# Due:	0	Totals:	(62.78)	0.00	
Net of Invoices and Credit Memos:				8,113.39	0.00		

--- TOTALS BY GL DISTRIBUTION ---

440-5511-522000	CONTRACTUAL SERVICES	499.08
440-5511-531000	OUTSIDE SERVICES	228.82
440-5511-531100	SUPPLIES	1,639.98
440-5511-533200	MILEAGE	70.15
440-5511-539500	REPAIRS & MAINTENANCE	316.88
440-5700-532800	BOOKS	5,093.56
440-5890-580600	DONATED FUND EXPENDITURES	264.92

--- TOTALS BY FUND ---

440 - LIBRARY FUND	8,113.39	0.00
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--- TOTALS BY DEPT/ACTIVITY ---

5511 - LIBRARY SERVICES	2,754.91	0.00
5700 - CAPITAL OUTLAY EXPENDITURES	5,093.56	0.00
5890 - USE OF DESIGNATED FUNDS	264.92	0.00

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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						

6182020							
41695	TIME WARNER CABLE	06/18/2020	06/14/2020	2,983.98	0.00	Paid	Y
	MONTHLY BILL 5/28-6/27/2020	rgallo					06/18/2020
	100-5120-522500	TELEPHONE-COURT		79.71			
	100-5141-522500	TELEPHONE-ADMIN		88.28			
	100-5142-522500	TELEPHONE-CLERK		159.30			
	100-5144-521900	PROFESSIONAL SERVICES-ELECTIONS		26.47			
	100-5211-522500	TELEPHONE-POLICE		844.51			
	100-5241-522500	TELEPHONE-BLDG INSP		44.94			
	100-5323-522500	TELEPHONE-DPW		81.03			
	100-5512-522500	TELEPHONE-MUSEUM		166.96			
	150-5221-522500	TELEPHONE-FIRE		803.58			
	220-5140-522500	TELEPHONE-TID		2.57			
	410-5363-522500	TELEPHONE-RECYCLING		5.14			
	440-5511-522500	TELEPHONE-LIBRARY		591.55			
	500-5344-522500	TELEPHONE-STORM WATER		2.57			
	610-6920-692100	OFFICE SUPPLIES & EXPENSES-WATER		43.69			
	620-8400-851000	OFFICE SUPPLIES & EXPENSES-SEWER		43.68			

# of Invoices:	1	# Due:	0	Totals:	2,983.98	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00

Net of Invoices and Credit Memos:				2,983.98	0.00
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--- TOTALS BY GL DISTRIBUTION ---

100-5120-522500	TELEPHONE-COURT	79.71
100-5141-522500	TELEPHONE-ADMIN	88.28
100-5142-522500	TELEPHONE-CLERK	159.30
100-5144-521900	PROFESSIONAL SERVICES-ELECTIONS	26.47
100-5211-522500	TELEPHONE-POLICE	844.51
100-5241-522500	TELEPHONE-BLDG INSP	44.94
100-5323-522500	TELEPHONE-DPW	81.03
100-5512-522500	TELEPHONE-MUSEUM	166.96
150-5221-522500	TELEPHONE-FIRE	803.58
220-5140-522500	TELEPHONE-TID	2.57
410-5363-522500	TELEPHONE-RECYCLING	5.14
440-5511-522500	TELEPHONE-LIBRARY	591.55
500-5344-522500	TELEPHONE-STORM WATER	2.57
610-6920-692100	OFFICE SUPPLIES & EXPENSES-WATER	43.69
620-8400-851000	OFFICE SUPPLIES & EXPENSES-SEWER	43.68

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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			1,491.20	0.00		
	150 - FIRE/AMBULANCE FUND			803.58	0.00		
	220 - TID#3 - GENERAL			2.57	0.00		
	410 - RECYCLING FUND			5.14	0.00		
	440 - LIBRARY FUND			591.55	0.00		
	500 - STORM WATER UTILITY			2.57	0.00		
	610 - WATER UTILITY FUND			43.69	0.00		
	620 - SEWER UTILITY FUND			43.68	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5120 - MUNICIPAL COURT			79.71	0.00		
	5140 - ADMINISTRATIVE & GENERAL			2.57	0.00		
	5141 - VILLAGE ADMINISTRATION/FINA			88.28	0.00		
	5142 - CLERK-TREASURER			159.30	0.00		
	5144 - ELECTIONS			26.47	0.00		
	5211 - POLICE ADMINISTRATION			844.51	0.00		
	5221 - FIRE ADMINISTRATION			803.58	0.00		
	5241 - BUILDING INSPECTOR			44.94	0.00		
	5323 - GARAGE			81.03	0.00		
	5344 - STORM SEWER			2.57	0.00		
	5363 - RECYCLING			5.14	0.00		
	5511 - LIBRARY SERVICES			591.55	0.00		
	5512 - MUSEUM			166.96	0.00		
	6920 - ADMINISTRATIVE & GENERAL EX			43.69	0.00		
	8400 - ADMINISTRATIVE & GENERAL			43.68	0.00		

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200617 41648	WE ENERGIES 6819-119-729 Hall 100-5160-522200	06/17/2020 rgallo 6819-119-729 Hall	07/06/2020	828.54 828.54	0.00	Paid	Y 06/29/2020
20200617 41649	WE ENERGIES 6819-119-729 Hall Gas 100-5160-522400	06/17/2020 rgallo 6819-119-729 Hall Gas	07/06/2020	90.03 90.03	0.00	Paid	Y 06/29/2020
20200617 41650	WE ENERGIES 0437-358-622 Flashers 100-5211-522200	06/17/2020 rgallo 0437-358-622 Flashers	07/06/2020	9.64 9.64	0.00	Paid	Y 06/29/2020
20200617 41651	WE ENERGIES 5000-725-767 PD Tower meter #05662 100-5211-522200	06/17/2020 rgallo 5000-725-767 PD Tower meter #05662	07/06/2020	48.50 48.50	0.00	Paid	Y 06/29/2020
20200617 41652	WE ENERGIES 8818-483-919 Tower Radio Bldg 100-5211-522200	06/17/2020 rgallo 8818-483-919 Tower Radio Bldg	07/06/2020	15.97 15.97	0.00	Paid	Y 06/29/2020
20200617 41653	WE ENERGIES 7410-051-890 Police 100-5211-522200	06/17/2020 rgallo 7410-051-890 Police	07/06/2020	896.19 896.19	0.00	Paid	Y 06/29/2020
20200617 41654	WE ENERGIES 8011-380-768 Police Garage 100-5211-522200	06/17/2020 rgallo 8011-380-768 Police Garage	07/06/2020	37.10 37.10	0.00	Paid	Y 06/29/2020
20200617 41655	WE ENERGIES 7879-450-073 Mukw Dam 100-5254-522200	06/17/2020 rgallo 7879-450-073 Mukw Dam	07/06/2020	22.21 22.21	0.00	Paid	Y 06/29/2020
20200617 41656	WE ENERGIES 3893-949-966 DPW Elec 100-5323-522200	06/17/2020 rgallo 3893-949-966 DPW Elec	07/06/2020	298.57 298.57	0.00	Paid	Y 06/29/2020
20200617 41657	WE ENERGIES 3608-115-165 DPW Gas 100-5323-522400	06/17/2020 rgallo 3608-115-165 DPW Gas	07/06/2020	67.17 67.17	0.00	Paid	Y 06/29/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200617 41658	WE ENERGIES 5001-021-384 Street Lights 100-5342-522200	06/17/2020 rgallo	07/06/2020	25,120.68	0.00	Paid	Y 06/29/2020
	5001-021-384 Street Lights			25,120.68			
20200617 41659	WE ENERGIES 8808-380-714 Street Lights 100-5342-522200	06/17/2020 rgallo	07/06/2020	2,937.35	0.00	Paid	Y 06/29/2020
	8808-380-714 Street Lights			2,937.35			
20200617 41660	WE ENERGIES 1438-746-449 Street Lights 100-5342-522200	06/17/2020 rgallo	07/06/2020	48.89	0.00	Paid	Y 06/29/2020
	1438-746-449 Street Lights			48.89			
20200617 41661	WE ENERGIES 0647-211-550 School Crossing Lights 100-5342-522200	06/17/2020 rgallo	07/06/2020	16.25	0.00	Paid	Y 06/29/2020
	0647-211-550 School Crossing Lights			16.25			
20200617 41662	WE ENERGIES 0659-874-941 Museum 100-5512-522200	06/17/2020 rgallo	07/06/2020	97.70	0.00	Paid	Y 06/29/2020
	0659-874-941 Museum			97.70			
20200617 41663	WE ENERGIES 2405-680-633 Andrews St. 100-5521-522200	06/17/2020 rgallo	07/06/2020	102.94	0.00	Paid	Y 06/29/2020
	2405-680-633 Andrews St.			102.94			
20200617 41664	WE ENERGIES 8046-699-403 Field Park 100-5521-522200	06/17/2020 rgallo	07/06/2020	118.51	0.00	Paid	Y 06/29/2020
	8046-699-403 Field Park			118.51			
20200617 41665	WE ENERGIES 8658-233-953 Fld Prk Baseball Lights 100-5521-522200	06/17/2020 rgallo	07/06/2020	43.87	0.00	Paid	Y 06/29/2020
	8658-233-953 Fld Prk Baseball Lights			43.87			
20200617 41666	WE ENERGIES 6837-391-587 Parks 100-5521-522200	06/17/2020 rgallo	07/06/2020	53.28	0.00	Paid	Y 06/29/2020
	6837-391-587 Parks			53.28			
20200617 41667	WE ENERGIES 5864-823-491 Concession Building 100-5521-522200	06/17/2020 rgallo	07/06/2020	73.58	0.00	Paid	Y 06/29/2020
	5864-823-491 Concession Building			73.58			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
20200617 41668	WE ENERGIES 2054-702-968 Parks 100-5521-522200	06/17/2020 rgallo	07/06/2020	0.00 0.00	0.00	Paid	Y 06/29/2020
20200617 41669	WE ENERGIES 3277-621-318 F. Park Sump Pump 100-5521-522200	06/17/2020 rgallo	07/06/2020	20.12 20.12	0.00	Paid	Y 06/29/2020
20200617 41670	WE ENERGIES 1610-585-380 Parks 100-5521-522200	06/17/2020 rgallo	07/06/2020	120.93 120.93	0.00	Paid	Y 06/29/2020
20200617 41671	WE ENERGIES 3051-426-864 Miniwaukan Pavilion 100-5521-522200	06/17/2020 rgallo	07/06/2020	21.03 21.03	0.00	Paid	Y 06/29/2020
20200617 41672	WE ENERGIES 6881-040-700 Miniwauken Park 100-5521-522200	06/17/2020 rgallo	07/06/2020	25.80 25.80	0.00	Paid	Y 06/29/2020
20200617 41673	WE ENERGIES 7698-426-664 Fire 150-5221-522200	06/17/2020 rgallo	07/06/2020	980.12 980.12	0.00	Paid	Y 06/29/2020
20200617 41674	WE ENERGIES 9248-740-506 Library Elec 440-5511-522200	06/17/2020 rgallo	07/06/2020	1,571.99 1,571.99	0.00	Paid	Y 06/29/2020
20200617 41675	WE ENERGIES 4843-559-306 Library Gas 440-5511-522400	06/17/2020 rgallo	07/06/2020	279.99 279.99	0.00	Paid	Y 06/29/2020
20200617 41676	WE ENERGIES 9069-575-087 Well #3 Elec 610-6200-662200	06/17/2020 rgallo	07/06/2020	442.17 442.17	0.00	Paid	Y 06/29/2020
20200617 41677	WE ENERGIES 4400-457-029 Well #3 Gas 610-6200-662200	06/17/2020 rgallo	07/06/2020	31.06 31.06	0.00	Paid	Y 06/29/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
20200617 41678	WE ENERGIES 2409-366-321 Well #4 Elec 610-6200-662200	06/17/2020 rgallo	07/06/2020	860.30	0.00	Paid	Y 06/29/2020
	2409-366-321 Well #4 Elec			860.30			
20200617 41679	WE ENERGIES 0465-443-270 Well #4 Gas 610-6200-662200	06/17/2020 rgallo	07/06/2020	29.78	0.00	Paid	Y 06/29/2020
	0465-443-270 Well #4 Gas			29.78			
20200617 41680	WE ENERGIES 0801-988-732 Well #5 610-6200-662200	06/17/2020 rgallo	07/06/2020	2,218.85	0.00	Paid	Y 06/29/2020
	0801-988-732 Well #5			2,218.85			
20200617 41681	WE ENERGIES 4607-813-092 Well #6 610-6200-662200	06/17/2020 rgallo	07/06/2020	802.65	0.00	Paid	Y 06/29/2020
	4607-813-092 Well #6			802.65			
20200617 41682	WE ENERGIES 3234-559-591 Well #7 610-6200-662200	06/17/2020 rgallo	07/06/2020	1,648.59	0.00	Paid	Y 06/29/2020
	3234-559-591 Well #7			1,648.59			
20200617 41683	WE ENERGIES 9291-834-028 Greenwald 610-6200-662200	06/17/2020 rgallo	07/06/2020	217.87	0.00	Paid	Y 06/29/2020
	9291-834-028 Greenwald			217.87			
20200617 41684	WE ENERGIES 8016-691-668 Booster Station 610-6200-662200	06/17/2020 rgallo	07/06/2020	465.98	0.00	Paid	Y 06/29/2020
	8016-691-668 Booster Station			465.98			
20200617 41685	WE ENERGIES 3068-463-180 Tower 610-6200-662200	06/17/2020 rgallo	07/06/2020	32.04	0.00	Paid	Y 06/29/2020
	3068-463-180 Tower			32.04			
20200617 41686	WE ENERGIES 7843-678-578 Atkinson Pump 620-8020-821000	06/17/2020 rgallo	07/06/2020	622.87	0.00	Paid	Y 06/29/2020
	7843-678-578 Atkinson Pump			622.87			
20200617 41687	WE ENERGIES 8238-765-652 Fox River View 620-8020-821000	06/17/2020 rgallo	07/06/2020	133.98	0.00	Paid	Y 06/29/2020
	8238-765-652 Fox River View			133.98			

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20200617 41688	WE ENERGIES 6478-966-911 1224 Riverton 620-8020-821000	06/17/2020 rgallo 6478-966-911 1224 Riverton	07/06/2020	81.95 81.95	0.00	Paid	Y 06/29/2020
20200617 41689	WE ENERGIES 8051-462-203 1240 N. Rochester 620-8020-821000	06/17/2020 rgallo 8051-462-203 1240 N. Rochester	07/06/2020	95.60 95.60	0.00	Paid	Y 06/29/2020
20200617 41690	WE ENERGIES 7282-806-809 Holz Elec 620-8010-821100	06/17/2020 rgallo 7282-806-809 Holz Elec	07/06/2020	7,711.64 7,711.64	0.00	Paid	Y 06/29/2020
20200617 41691	WE ENERGIES 2404-776-809 Holz Gas 620-8010-821200	06/17/2020 rgallo 2404-776-809 Holz Gas	07/06/2020	52.53 52.53	0.00	Paid	Y 06/29/2020
20200617 41692	WE ENERGIES 9276-498-259 Digester Gas 620-8010-821200	06/17/2020 rgallo 9276-498-259 Digester Gas	07/06/2020	311.59 311.59	0.00	Paid	Y 06/29/2020
20200617 41693	WE ENERGIES 2008-500-143 Parks-200 S Rochester 100-5342-522200	06/17/2020 rgallo 2008-500-143 Parks-200 S Rochester	07/06/2020	23.16 23.16	0.00	Paid	Y 06/29/2020
20200617 41694	WE ENERGIES 6482-485-554 police-CTH E N of 100-5211-522200	06/17/2020 rgallo 6482-485-554 police-CTH E N of Sugden	07/06/2020	104.92 104.92	0.00	Paid	Y 06/29/2020

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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						

# of Invoices:	47	# Due:	0	Totals:	49,834.48	0.00
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:					49,834.48	0.00

--- TOTALS BY GL DISTRIBUTION ---

100-5160-522200	6819-119-729 Hall	828.54
100-5160-522400	6819-119-729 Hall Gas	90.03
100-5211-522200	0437-358-622 Flashers	1,112.32
100-5254-522200	7879-450-073 Mukw Dam	22.21
100-5323-522200	3893-949-966 DPW Elec	298.57
100-5323-522400	3608-115-165 DPW Gas	67.17
100-5342-522200	5001-021-384 Street Lights	28,146.33
100-5512-522200	0659-874-941 Museum	97.70
100-5521-522200	2405-680-633 Andrews St.	580.06
150-5221-522200	7698-426-664 Fire	980.12
440-5511-522200	9248-740-506 Library Elec	1,571.99
440-5511-522400	4843-559-306 Library Gas	279.99
610-6200-662200	9069-575-087 Well #3 Elec	6,749.29
620-8010-821100	7282-806-809 Holz Elec	7,711.64
620-8010-821200	2404-776-809 Holz Gas	364.12
620-8020-821000	7843-678-578 Atkinson Pump	934.40

--- TOTALS BY FUND ---

100 - GENERAL FUND	31,242.93	0.00
150 - FIRE/AMBULANCE FUND	980.12	0.00
440 - LIBRARY FUND	1,851.98	0.00
610 - WATER UTILITY FUND	6,749.29	0.00
620 - SEWER UTILITY FUND	9,010.16	0.00

--- TOTALS BY DEPT/ACTIVITY ---

5160 - VILLAGE HALL	918.57	0.00
5211 - POLICE ADMINISTRATION	1,112.32	0.00
5221 - FIRE ADMINISTRATION	980.12	0.00
5254 - DAMS	22.21	0.00
5323 - GARAGE	365.74	0.00
5342 - STREET LIGHTING	28,146.33	0.00
5511 - LIBRARY SERVICES	1,851.98	0.00
5512 - MUSEUM	97.70	0.00
5521 - PARKS	580.06	0.00
6200 - PUMPING OPERATIONS	6,749.29	0.00
8010 - WWTP-TREATMENT/DISPOSAL/GP	8,075.76	0.00
8020 - LIFT STATIONS/PUMPING EQUIP	934.40	0.00

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
FRISCH LAURA L 41633	US BANK REFUND FOR SUPPLIES CREDIT APPLIED 440-5511-531100	05/18/2020 rgallo	06/22/2020	(11.15) (11.15)	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41640	US BANK CREDIT KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	(9.99) (9.99)	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41641	US BANK CREDIT KINDLE BOOKS 440-5700-532800	06/11/2020 rgallo	06/22/2020	(7.99) (7.99)	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41642	US BANK CREDIT KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	(7.99) (7.99)	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41643	US BANK CREDIT KINDLE BOOKS 440-5700-532800	06/11/2020 rgallo	06/22/2020	(5.99) (5.99)	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41644	US BANK CREDIT KINDLE BOOKS 440-5700-532800	06/11/2020 rgallo	06/22/2020	(9.22) (9.22)	0.00	Paid	Y 06/16/2020
ZIMMERMANN ANGE 41645	US BANK CREDIT PUZZLES AMAZON 440-5890-580600	05/19/2020 rgallo	06/22/2020	(101.80) (101.80)	0.00	Paid	Y 06/16/2020
FRISCH LAURA L 41646	US BANK REFUND CREDIT SALES TAX 440-5511-531100	05/18/2020 rgallo	06/22/2020	(61.75) (61.75)	0.00	Paid	Y 06/16/2020
FRISCH LAURA L 41647	US BANK REFUND CREDIT ON SHIPPING 440-5511-531100	05/26/2020 rgallo	06/22/2020	(22.17) (22.17)	0.00	Paid	Y 06/16/2020
MILLER KENNETH 41705	US BANK REFUND FOR SAFETY TRAILER	06/11/2020 rgallo	06/22/2020	(3.76)	0.00	Paid	Y 06/16/2020

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	620-8020-832000	MAINTENANCE-LIFT STATIONS/PUMP		(3.76)			
KINDER MATTHEW 41706	US BANK REFUND FOR SAFETY TRAILER 620-8020-832000	06/02/2020 rgallo	06/22/2020	(19.82)	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			(19.82)			
Purchase Card Vendor: 0002 US BANK							
BITTNER RONALD 41405	AMZN MKTP US*M78CQ1V81 UPS/DVD DRIVE 100-5160-539500 100-5323-531100	05/22/2020 rgallo	06/22/2020	267.85	0.00	Paid	Y 06/16/2020
	REPAIRS & MAINTENANCE SUPPLIES			241.96 25.89			
BITTNER RONALD 41406	GEO SYNTHETICS LLC EROSION CONTROL LOG 100-5521-531100	06/02/2020 rgallo	06/22/2020	237.40	0.00	Paid	Y 06/16/2020
	SUPPLIES			237.40			
BITTNER RONALD 41407	PICKLEBALL.COM PICKLEBALL NETS 100-5521-531100	06/02/2020 rgallo	06/22/2020	177.45	0.00	Paid	Y 06/16/2020
	SUPPLIES			177.45			
BITTNER RONALD 41408	GEO SYNTHETICS LLC EROSION CONTROL LOG 100-5521-531100	06/09/2020 rgallo	06/22/2020	237.40	0.00	Paid	Y 06/16/2020
	SUPPLIES			237.40			
BITTNER RONALD 41409	ZORO TOOLS INC PLUMBING SUPPLIES 100-5521-531100	06/11/2020 rgallo	06/22/2020	68.91	0.00	Paid	Y 06/16/2020
	SUPPLIES			68.91			
BROWN DAVID 41410	MICHAELS #9490 WWTF MATERIAL FOR MASKS 620-8010-827000	05/19/2020 rgallo	06/22/2020	32.20	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXPENSE			32.20			
BROWN DAVID 41411	AMZN MKTP US*M74RG5US2 WWTF MATERIAL FOR MASKS 620-8010-827000	06/01/2020 rgallo	06/22/2020	35.84	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXPENSE			35.84			
CASTLE WAYNE A 41412	DNR WS2 EM1 EPAY DEM SRVF WWTF WAYNE LICENSE RENEWAL 620-8400-854100	05/26/2020 rgallo	06/22/2020	0.79	0.00	Paid	Y 06/16/2020
	EDUCATIONAL/TRAINING EXPENSES			0.79			

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Purchase Card Vendor: 0002 US BANK							
CASTLE WAYNE A							
41413	DNR WS2 EM1 EPAY DEM SALE	05/26/2020	06/22/2020	45.00	0.00	Paid	Y
	WWTF WAYNE LISENCE RENEWAL	rgallo					06/16/2020
	620-8400-854100	EDUCATIONAL/TRAINING EXPENSES		45.00			
DELIKAT CODY							
41414	USPS PO 5657100149	05/18/2020	06/22/2020	3.80	0.00	Paid	Y
	WATER SAMPLE SHIPPING	rgallo					06/16/2020
	610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT		3.80			
DELIKAT CODY							
41415	USPS PO 5657100149	06/11/2020	06/22/2020	3.80	0.00	Paid	Y
	WATER SAMPLE SHIPPING	rgallo					06/16/2020
	610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT		3.80			
DOHERTY DIANA							
41416	LOCAL GOVERNMENT EDUCATIO	05/21/2020	06/22/2020	489.00	0.00	Paid	Y
	MOLLY - YEAR 2 CLERK VIRTUAL	rgallo					06/16/2020
	100-5141-533500	TRAINING & TRAVEL		489.00			
DYKSTRA DIANA							
41417	LOCAL GOVERNMENT EDUCATIO	05/17/2020	06/22/2020	489.00	0.00	Paid	Y
	CLERKS TREASURER INSTITUTE	rgallo					06/16/2020
	100-5142-533500	CLERK TREASURER INSTITUTE		489.00			
DYKSTRA DIANA							
41418	PADDLE.NET* SQUIRRELS	06/03/2020	06/22/2020	16.79	0.00	Paid	Y
	AIR PARROT TVS IN BOARD ROOM	rgallo					06/16/2020
	100-5142-521900	AIR PARROT TVS IN BOARD ROOM		16.79			
DYKSTRA DIANA							
41419	AMZN MKTP US*MY25973F2	06/05/2020	06/22/2020	14.98	0.00	Paid	Y
	COVID-19 PPE MASKS	rgallo					06/16/2020
	100-5241-539900	COVID-19 PPE MASKS		14.98			
FRISCH LAURA L							
41420	SIGNS.COM	05/15/2020	06/22/2020	213.86	0.00	Paid	Y
	CARPET STICKERS	rgallo					06/16/2020
	440-5511-531100	SUPPLIES		213.86			
FRISCH LAURA L							
41421	WINNING STREAK	05/17/2020	06/22/2020	685.00	0.00	Paid	Y
	DISPOSABLE MASK	rgallo					06/16/2020
	440-5511-531100	SUPPLIES		685.00			

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Purchase Card Vendor: 0002 US BANK							
FRISCH LAURA L 41424	SIGNS.COM CARPET STICKERS 440-5511-531100	05/18/2020 rgallo	06/22/2020	1,184.40	0.00	Paid	Y 06/16/2020
	SUPPLIES			1,184.40			
FRISCH LAURA L 41425	AMZN MKTP US*M79FA8AZ0 AM CLEANING WIPES 440-5511-531100	05/20/2020 rgallo	06/22/2020	89.25	0.00	Paid	Y 06/16/2020
	SUPPLIES			89.25			
FRISCH LAURA L 41426	WM SUPERCENTER #1571 SOAP 440-5511-531100	05/21/2020 rgallo	06/22/2020	15.36	0.00	Paid	Y 06/16/2020
	SUPPLIES			15.36			
FRISCH LAURA L 41427	THE HOME DEPOT #4921 WEED N FEED 440-5511-531100	05/21/2020 rgallo	06/22/2020	157.00	0.00	Paid	Y 06/16/2020
	SUPPLIES			157.00			
FRISCH LAURA L 41429	ANIMAL HOUSE SRP GIFT CARD 440-5890-580600	05/27/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41430	BADGER BURGER COMPANY SRP GIFT CARD 440-5890-580600	05/27/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41431	BREW52 SRP GIFT CARD 440-5890-580600	05/27/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41432	WON A GO BIKING SRP PRIZES 440-5890-580600	05/27/2020 rgallo	06/22/2020	217.85	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			217.85			
FRISCH LAURA L 41433	CULVER'S OF MUKWONAGO SRP GIFT CARDS 440-5890-580600	05/27/2020 rgallo	06/22/2020	100.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			100.00			

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
Purchase Card Vendor: 0002 US BANK							
FRISCH LAURA L 41434	DRAGONFLY EMBROIDERY SRP PRIZES 440-5890-580600	05/27/2020 rgallo	06/22/2020	113.60	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			113.60			
FRISCH LAURA L 41435	SQ *ESPRESSO LOVE COFFEE SRP GIFT CARD 440-5890-580600	05/27/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41436	THE GARDEN MART SRP GIFT CARD 440-5890-580600	05/27/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41437	ANTIGUA REAL SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41438	HEALTH HUT - MK SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41439	SOL DE MEXICO SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41440	BLUE BAY SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41441	SHANAHANS SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41442	END OF THE LEASH SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			

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Purchase Card Vendor: 0002 US BANK							
FRISCH LAURA L 41443	TRACTOR SUPPLY #339 SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41444	DAIRY QUEEN #42169 SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	5.45	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			5.45			
FRISCH LAURA L 41445	DAIRY QUEEN #42169 SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	44.55	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			44.55			
FRISCH LAURA L 41446	WALGREENS #7039 BAGS 440-5890-580600	05/28/2020 rgallo	06/22/2020	4.19	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			4.19			
FRISCH LAURA L 41447	THE BONEYARD PUB AND GRIL SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41448	CHENS KITCHEN SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41449	THE WOODHOUSE DAY SPA M SRP GIFT CARD 440-5890-580600	05/28/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41450	THE GREEN RABBIT SRP GIFT CARD 440-5890-580600	05/29/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
FRISCH LAURA L 41451	QDOBA 1857 SRP GIFT CARD 440-5890-580600	05/29/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			

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Purchase Card Vendor: 0002 US BANK							
FRISCH LAURA L 41452	THE HOME DEPOT 4921 RAGS 440-5511-531100	05/29/2020 rgallo	06/22/2020	97.60	0.00	Paid	Y 06/16/2020
	SUPPLIES			97.60			
FRISCH LAURA L 41453	WAL-MART #1571 SRP PRIZES 440-5890-580600	06/01/2020 rgallo	06/22/2020	465.50	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			465.50			
FRISCH LAURA L 41454	WAL-MART #1571 SRP PRIZES 440-5890-580600	06/01/2020 rgallo	06/22/2020	644.45	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			644.45			
FRISCH LAURA L 41455	WM SUPERCENTER #1571 SRP PRIZE 440-5890-580600	06/01/2020 rgallo	06/22/2020	59.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			59.00			
FRISCH LAURA L 41456	E AND S SWEETS SRP GIFT CARDS 440-5890-580600	06/02/2020 rgallo	06/22/2020	100.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			100.00			
GOURDOUX LINDA 41457	PADDLE.NET* SQUIRRELS AIR PARROT PLAN COMM BOARD ROOM TVS 100-5111-531100	05/29/2020 rgallo	06/22/2020	16.79	0.00	Paid	Y 06/16/2020
	SUPPLIES			16.79			
ISELY MARY JO 41458	AMZN MKTP US*MC5CI2WY0 DVD 440-5700-532900	05/15/2020 rgallo	06/22/2020	12.89	0.00	Paid	Y 06/16/2020
	AV MATERIAL			12.89			
ISELY MARY JO 41459	AMAZON.COM*M73F94AQ1 AMZN DVD 440-5700-532900	05/19/2020 rgallo	06/22/2020	31.32	0.00	Paid	Y 06/16/2020
	AV MATERIAL			31.32			
ISELY MARY JO 41460	WALMART.COM DVD 440-5700-532900	05/21/2020 rgallo	06/22/2020	69.84	0.00	Paid	Y 06/16/2020
	AV MATERIAL			69.84			

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41461	WALMART.COM DVD 440-5700-532900	05/29/2020 rgallo	06/22/2020	105.67	0.00	Paid	Y 06/16/2020
	AV MATERIAL			105.67			
ISELY MARY JO 41462	AMZN MKTP US*M71EB5R00 DVD 440-5700-532900	05/29/2020 rgallo	06/22/2020	28.94	0.00	Paid	Y 06/16/2020
	AV MATERIAL			28.94			
ISELY MARY JO 41463	AMAZON.COM*MY6DC8LJ0 DVD 440-5700-532900	06/01/2020 rgallo	06/22/2020	297.31	0.00	Paid	Y 06/16/2020
	AV MATERIAL			297.31			
ISELY MARY JO 41464	NETFLIX.COM 6/1/20-6/30/20 440-5511-534000	06/01/2020 rgallo	06/22/2020	15.99	0.00	Paid	Y 06/16/2020
	DIGITAL MATERIALS			15.99			
ISELY MARY JO 41465	KINDLE SVCS*MY6Z77Z00 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	14.99	0.00	Paid	Y 06/16/2020
	BOOKS			14.99			
ISELY MARY JO 41466	KINDLE SVCS*M705Q4W02 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	13.99	0.00	Paid	Y 06/16/2020
	BOOKS			13.99			
ISELY MARY JO 41467	KINDLE SVCS*MY7ZF9ZJ0 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	14.99	0.00	Paid	Y 06/16/2020
	BOOKS			14.99			
ISELY MARY JO 41468	KINDLE SVCS*MY5T55A51 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	13.99	0.00	Paid	Y 06/16/2020
	BOOKS			13.99			
ISELY MARY JO 41469	KINDLE SVCS*M73ZN6W42 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	13.99	0.00	Paid	Y 06/16/2020
	BOOKS			13.99			

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41470	KINDLE SVCS*M75944WM2 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	13.99 13.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41471	KINDLE SVCS*M775V2WE2 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	14.99 14.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41472	KINDLE SVCS*MY45B2Z00 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	14.99 14.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41473	KINDLE SVCS*M725N1W02 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	14.99 14.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41474	KINDLE SVCS*MY2RK1A71 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	13.99 13.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41475	KINDLE SVCS*M71JK7WY2 KINDLE BOOK 440-5700-532800	06/02/2020 rgallo	06/22/2020	9.99 9.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41476	KINDLE SVCS*MY6B233X0 KINDLE BOOK 440-5700-532800	06/03/2020 rgallo	06/22/2020	14.99 14.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41477	AMAZON.COM*MY0FB4JY0 DVD 440-5700-532900	06/03/2020 rgallo	06/22/2020	37.95 37.95	0.00	Paid	Y 06/16/2020
	AV MATERIAL						
ISELY MARY JO 41478	AMZN DIGITAL*MY4CY6JK2 88 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	9.99 9.99	0.00	Paid	Y 06/16/2020
	BOOKS						

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41479	KINDLE SVCS*MY7PV5P30 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	12.98 12.98	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41480	KINDLE SVCS*MY3NL6P80 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	8.96 8.96	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41481	KINDLE SVCS*MY4DR6HB1 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	7.99 7.99	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41482	KINDLE SVCS*MY6D03H81 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	12.99 12.99	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41483	KINDLE SVCS*MY3GZ0H61 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	12.98 12.98	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41484	AMZN DIGITAL*MY00B2362 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	7.99 7.99	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41485	KINDLE SVCS*MY2DN6HH1 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	14.23 14.23	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41486	KINDLE SVCS*MY8GO1H81 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	6.99 6.99	0.00	Paid	Y 06/16/2020
ISELY MARY JO 41487	KINDLE SVCS*MY2JY03Z2 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	10.99 10.99	0.00	Paid	Y 06/16/2020

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41488	AMZN DIGITAL*MY2AX4H11 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	15.99	0.00	Paid	Y 06/16/2020
	BOOKS			15.99			
ISELY MARY JO 41489	KINDLE SVCS*MY00G7PL0 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	5.99	0.00	Paid	Y 06/16/2020
	BOOKS			5.99			
ISELY MARY JO 41490	KINDLE SVCS*MY58M73R2 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	10.99	0.00	Paid	Y 06/16/2020
	BOOKS			10.99			
ISELY MARY JO 41491	KINDLE SVCS*MY5E54352 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	7.99	0.00	Paid	Y 06/16/2020
	BOOKS			7.99			
ISELY MARY JO 41492	KINDLE SVCS*MY0IT6H31 KINDLE BOOK 440-5700-532800	06/05/2020 rgallo	06/22/2020	10.99	0.00	Paid	Y 06/16/2020
	BOOKS			10.99			
ISELY MARY JO 41493	KINDLE SVCS*MY2HW8H41 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	8.99	0.00	Paid	Y 06/16/2020
	BOOKS			8.99			
ISELY MARY JO 41494	KINDLE SVCS*MY64W6HD1 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	6.99	0.00	Paid	Y 06/16/2020
	BOOKS			6.99			
ISELY MARY JO 41495	KINDLE SVCS*MY94B4H91 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	14.98	0.00	Paid	Y 06/16/2020
	BOOKS			14.98			
ISELY MARY JO 41496	KINDLE SVCS*MY0WQ3GH0 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	10.99	0.00	Paid	Y 06/16/2020
	BOOKS			10.99			

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41497	KINDLE SVCS*MY5WD7GA0 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	10.37 10.37	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41498	KINDLE SVCS*MY36W3G00 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	9.99 9.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41499	KINDLE SVCS*MY6ZZ8G90 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	10.99 10.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41500	KINDLE SVCS*MY6G95JQ2 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	9.99 9.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41501	KINDLE SVCS*MY1C34JQ2 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	10.99 10.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41502	KINDLE SVCS*MY1CT5JG2 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	11.96 11.96	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41503	KINDLE SVCS*MY54U7H31 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	7.99 7.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41504	KINDLE SVCS*MY5BP7JO2 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	7.99 7.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41505	KINDLE SVCS*MY0CP4JF2 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	13.48 13.48	0.00	Paid	Y 06/16/2020
	BOOKS						

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41506	KINDLE SVCS*MY6ZP3GP0 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	10.99	0.00	Paid	Y 06/16/2020
	BOOKS			10.99			
ISELY MARY JO 41507	KINDLE SVCS*MY1RY7GZ0 KINDLE BOOK 440-5700-532800	06/06/2020 rgallo	06/22/2020	6.99	0.00	Paid	Y 06/16/2020
	BOOKS			6.99			
ISELY MARY JO 41508	AMAZON.COM*MY3NK6EL2 DVD 440-5700-532900	06/07/2020 rgallo	06/22/2020	29.96	0.00	Paid	Y 06/16/2020
	AV MATERIAL			29.96			
ISELY MARY JO 41509	AMAZON.COM*MY7XF1S81 DVD 440-5700-532900	06/08/2020 rgallo	06/22/2020	34.96	0.00	Paid	Y 06/16/2020
	AV MATERIAL			34.96			
ISELY MARY JO 41510	ACORN TV MONTHLY MONTHLY FEE 440-5511-534000	06/08/2020 rgallo	06/22/2020	6.29	0.00	Paid	Y 06/16/2020
	DIGITAL MATERIALS			6.29			
ISELY MARY JO 41511	KINDLE SVCS*MY2H91QP0 KINDLE BOOK 440-5700-532800	06/09/2020 rgallo	06/22/2020	13.99	0.00	Paid	Y 06/16/2020
	BOOKS			13.99			
ISELY MARY JO 41512	KINDLE SVCS*MY3XT6X52 KINDLE BOOK 440-5700-532800	06/09/2020 rgallo	06/22/2020	14.99	0.00	Paid	Y 06/16/2020
	BOOKS			14.99			
ISELY MARY JO 41513	KINDLE SVCS*MY90S57E1 KINDLE BOOK 440-5700-532800	06/09/2020 rgallo	06/22/2020	14.99	0.00	Paid	Y 06/16/2020
	BOOKS			14.99			
ISELY MARY JO 41514	KINDLE SVCS*MY4F12QR0 KINDLE BOOK 440-5700-532800	06/09/2020 rgallo	06/22/2020	14.99	0.00	Paid	Y 06/16/2020
	BOOKS			14.99			

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 41515	KINDLE SVCS*MY00I66F0 KINDLE BOOK 440-5700-532800	06/09/2020 rgallo	06/22/2020	13.99 13.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41516	KINDLE SVCS*MY7LN4RW1 KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	8.99 8.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41522	KINDLE SVCS*MY0V26K40 KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	8.99 8.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41523	KINDLE SVCS*MY0JQ58K2 KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	14.98 14.98	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41524	KINDLE SVCS*MY5WX1WZ1 KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	8.99 8.99	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41525	KINDLE SVCS*MY7U067Q0 KINDLE BOOK 440-5700-532800	06/11/2020 rgallo	06/22/2020	9.22 9.22	0.00	Paid	Y 06/16/2020
	BOOKS						
ISELY MARY JO 41526	AMAZON.COM*MY5591K12 AMZN DVD 440-5700-532900	06/13/2020 rgallo	06/22/2020	13.99 13.99	0.00	Paid	Y 06/16/2020
	AV MATERIAL						
ISELY MARY JO 41527	AMZN MKTP US*MY1IB19Y2 DVD 440-5700-532900	06/14/2020 rgallo	06/22/2020	179.10 179.10	0.00	Paid	Y 06/16/2020
	AV MATERIAL						
KINDER MATTHEW 41528	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	05/14/2020 rgallo	06/22/2020	15.27 15.27	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP						

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Purchase Card Vendor: 0002 US BANK							
KINDER MATTHEW 41529	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	05/18/2020 rgallo	06/22/2020	9.94	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			9.94			
KINDER MATTHEW 41530	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	05/29/2020 rgallo	06/22/2020	15.61	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			15.61			
KINDER MATTHEW 41531	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	06/01/2020 rgallo	06/22/2020	19.44	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			19.44			
KINDER MATTHEW 41533	OFFICEMAX/DEPOT 6747 OFFICE SUPPLIES 620-8400-851000	06/02/2020 rgallo	06/22/2020	179.07	0.00	Paid	Y 06/16/2020
	OFFICE SUPPLIES & EXPENSES			179.07			
KINDER MATTHEW 41534	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	06/05/2020 rgallo	06/22/2020	73.13	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			73.13			
KINDER MATTHEW 41535	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	06/10/2020 rgallo	06/22/2020	32.30	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			32.30			
KINDER MATTHEW 41536	OFFICEMAX/DEPOT 6747 OFFICE SUPPLIES 620-8400-851000	06/11/2020 rgallo	06/22/2020	445.95	0.00	Paid	Y 06/16/2020
	OFFICE SUPPLIES & EXPENSES			445.95			
KOHOUT BENJAMIN 41537	ZOOM.US ZOOM MTGS YEAR SUBSCR. 100-5632-531100	06/22/2020 rgallo	06/22/2020	125.92	0.00	Paid	Y 06/16/2020
	SUPPLIES			125.92			
KOHOUT BENJAMIN 41538	PADDLE.NET* SQUIRRELS AIRPARROT 3 FOR WINDOWS 100-5632-531100	06/05/2020 rgallo	06/22/2020	16.79	0.00	Paid	Y 06/16/2020
	SUPPLIES			16.79			

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Purchase Card Vendor: 0002 US BANK							
MILLER KENNETH 41539	THE HOME DEPOT #4921 WELL 4 MAINTENANCE AND MOWING 610-6210-662300	05/22/2020 rgallo	06/22/2020	181.98	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXP-PUMPING			181.98			
MILLER KENNETH 41540	THE HOME DEPOT #4921 WATER SERVICE REPAIR 610-6452-665200	05/27/2020 rgallo	06/22/2020	17.14	0.00	Paid	Y 06/16/2020
	MAINTENANCE-SERVICES			17.14			
MILLER KENNETH 41541	OTTER SALES AND SERVICE MOWER MAINTENACE 620-8010-827000	05/29/2020 rgallo	06/22/2020	13.07	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXPENSE			13.07			
MILLER KENNETH 41542	THE HOME DEPOT #4921 WELL 7 BREAKER 610-6200-662300	05/29/2020 rgallo	06/22/2020	6.83	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXP-PUMPING			6.83			
MILLER KENNETH 41543	THE HOME DEPOT 4921 WELL5 FILTER ROOM TESTING TABLE 610-6300-663200	05/29/2020 rgallo	06/22/2020	84.87	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXP-TREATMENT			84.87			
MILLER KENNETH 41544	SIMPLE TIRE MOWER TIRE 620-8010-827000	06/05/2020 rgallo	06/22/2020	100.77	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXPENSE			100.77			
MILLER KENNETH 41545	THE HOME DEPOT #4921 SAFETY TRAILER TOOLS 620-8020-827000	06/10/2020 rgallo	06/22/2020	57.98	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXPENSE			57.98			
MILLER KENNETH 41547	THE HOME DEPOT #4921 SAFETY TRAILER 620-8020-832000	06/11/2020 rgallo	06/22/2020	195.40	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			195.40			
MILLER KENNETH 41548	OTTER SALES AND SERVICE MOWER REPAIR PARTS 620-8010-827000	06/12/2020 rgallo	06/22/2020	316.36	0.00	Paid	Y 06/16/2020
	OPERATION SUPPLY/EXPENSE			316.36			

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Purchase Card Vendor: 0002 US BANK							
MILLER KENNETH 41549	MENARDS BURLINGTON WI SAFETY TRAILER HARD WOOD TOP FOR 620-8020-832000	06/12/2020 rgallo	06/22/2020	99.99	0.00	Paid	Y 06/16/2020
	MAINTENANCE-LIFT STATIONS/PUMP			99.99			
SCHMIDT KEVIN B 41550	STAPLS0183740750000001 LABEL TAPE FOR BROTHER LABEL MAKER 100-5211-531100	05/19/2020 rgallo	06/22/2020	28.48	0.00	Paid	Y 06/16/2020
	SUPPLIES			28.48			
SCHMIDT KEVIN B 41551	STAPLS0182540679000001 CLOROX HARD SURFACE SANITIZING SPRAY 100-5211-539400	05/22/2020 rgallo	06/22/2020	12.52	0.00	Paid	Y 06/16/2020
	BLDG REPAIRS & MAINTENANCE			12.52			
SMITH JAMES A 41552	BATTERIES PLUS #0580 WATER AND SEWER BACKUP POWER SUPPLY 610-6200-662500 620-8020-827000 620-8010-833000	06/10/2020 rgallo	06/22/2020	665.33	0.00	Paid	Y 06/16/2020
	MAINTENANCE-PUMPING			332.67			
	OPERATION SUPPLY/EXPENSE			150.66			
	MAINT-TREATMENT/DISPOSAL PLANT			182.00			
STIEN JEFFREY R 41553	EBAY INC. EBAY FEES SALE OF VENTILATORS- 150-5231-531100	05/20/2020 rgallo	06/22/2020	1,379.85	0.00	Paid	Y 06/16/2020
	SUPPLIES			1,379.85			
STIEN JEFFREY R 41554	AMZN MKTP US*M78WF5KB0 PFD 150-5222-531100	05/27/2020 rgallo	06/22/2020	68.41	0.00	Paid	Y 06/16/2020
	SUPPLIES			68.41			
STIEN JEFFREY R 41555	AMZN MKTP US*M72P93RD1 AMAZON PFD AND ROPE BAGS 150-5222-531100	05/27/2020 rgallo	06/22/2020	384.34	0.00	Paid	Y 06/16/2020
	SUPPLIES			384.34			
STIEN JEFFREY R 41556	AMZN MKTP US*M73J83RU1 AMAZON PFD (2) 150-5222-531100	05/27/2020 rgallo	06/22/2020	68.41	0.00	Paid	Y 06/16/2020
	SUPPLIES			68.41			
STIEN JEFFREY R 41557	WAL-MART #1571 WALMART WATER 150-5223-531100	06/02/2020 rgallo	06/22/2020	19.90	0.00	Paid	Y 06/16/2020
	SUPPLIES			9.95			

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Purchase Card Vendor: 0002 US BANK							
	150-5232-531100	SUPPLIES		9.95			
STIEN JEFFREY R 41558	TRACTOR SUPPLY #339 TRACTOR SUPPLY- AIR COMPRESSOR 150-5222-539500	06/03/2020 rgallo	06/22/2020	999.99 999.99	0.00	Paid	Y 06/16/2020
		REPAIRS & MAINTENANCE					
STREIT DANIEL 41559	AMAZON.COM*MY7NE7MR1 AMZN REPLACE BROKEN GPS UNIT IN SQUAD 100-5212-539500	06/04/2020 rgallo	06/22/2020	40.93 40.93	0.00	Paid	Y 06/16/2020
		REPAIRS & MAINTENANCE					
SURA MATTHEW J 41560	DROPBOX YNJF7V1MKYP8 DROP BOX ULTRASOUND 150-5231-531100	05/23/2020 rgallo	06/22/2020	119.88 119.88	0.00	Paid	Y 06/16/2020
		SUPPLIES					
SURA MATTHEW J 41561	UMBC CASHIERS CRITICAL CARE RECERTIFICATION MATT 150-5232-533500	05/26/2020 rgallo	06/22/2020	65.00 65.00	0.00	Paid	Y 06/16/2020
		TRAINING & TRAVEL					
SURA MATTHEW J 41562	THE HOME DEPOT #4921 CEILING CROSS TEE FOR ALERTING 150-5221-531100	06/07/2020 rgallo	06/22/2020	30.03 30.03	0.00	Paid	Y 06/16/2020
		SUPPLIES					
SURA MATTHEW J 41563	HOLIDY INN CLB OPS TSW RECERTIFICATION MATT SURA 150-5232-533500	06/08/2020 rgallo	06/22/2020	25.00 25.00	0.00	Paid	Y 06/16/2020
		TRAINING & TRAVEL					
SURA MATTHEW J 41564	HOLIDY INN CLB OPS TSW MATT SURA-CRITICAL CARE 150-5232-533500	06/08/2020 rgallo	06/22/2020	180.00 180.00	0.00	Paid	Y 06/16/2020
		TRAINING & TRAVEL					
SURA MATTHEW J 41565	ORGANIZE MY DRAWER ORGANIZE MY DRAWER 3451 3452 3453 150-5231-531100	06/10/2020 rgallo	06/22/2020	459.63 459.63	0.00	Paid	Y 06/16/2020
		SUPPLIES					
WEGNER LEE 41566	AMERICAN PUBLIC WORKS WEGNER - MEMBERSHIP RENEWAL 100-5300-532400	06/11/2020 rgallo	06/22/2020	223.00 223.00	0.00	Paid	Y 06/16/2020
		MEMBERSHIP DUES					

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Purchase Card Vendor: 0002 US BANK							
WEIDL JOHN S 41567	AMZN MKTP US*M74A63BM0 BATTERIES & SNACKS 100-5141-539900	05/25/2020 rgallo	06/22/2020	145.93	0.00	Paid	Y 06/16/2020
	OTHER			145.93			
WEIDL JOHN S 41568	ZOOM.US INTERN ZOOM ACCOUNT 100-5670-531100	05/26/2020 rgallo	06/22/2020	157.40	0.00	Paid	Y 06/16/2020
	SUPPLIES			157.40			
WEIDL JOHN S 41569	AMAZON.COM*M79628UG1 DUST OFF 100-5670-531100	05/26/2020 rgallo	06/22/2020	34.18	0.00	Paid	Y 06/16/2020
	SUPPLIES			34.18			
WEIDL JOHN S 41570	WAL-MART #1571 WATER 100-5670-531100	06/03/2020 rgallo	06/22/2020	15.92	0.00	Paid	Y 06/16/2020
	SUPPLIES			15.92			
WEIDL JOHN S 41571	WALGREENS #7039 MASKS - JUDGE 100-5141-531100	06/03/2020 rgallo	06/22/2020	73.48	0.00	Paid	Y 06/16/2020
	SUPPLIES			73.48			
WEIDL JOHN S 41572	AMZN MKTP US*MY7N14L72 MASKS - JUDGE 100-5141-531100	06/04/2020 rgallo	06/22/2020	25.58	0.00	Paid	Y 06/16/2020
	SUPPLIES			25.58			
ZIMMERMANN ANGE 41573	AMAZON.COM*MC8ND2ID2 BOOK 440-5700-532800	05/18/2020 rgallo	06/22/2020	26.99	0.00	Paid	Y 06/16/2020
	BOOKS			26.99			
ZIMMERMANN ANGE 41575	DISPLAYS2GO COUNTER SHIELD 440-5511-531100	05/20/2020 rgallo	06/22/2020	365.37	0.00	Paid	Y 06/16/2020
	SUPPLIES			365.37			
ZIMMERMANN ANGE 41576	PEEKPOK SRP PRIZE 440-5890-580600	05/20/2020 rgallo	06/22/2020	32.90	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			32.90			

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Purchase Card Vendor: 0002 US BANK							
ZIMMERMANN ANGE 41577	AMAZON.COM*M76I93GI1 AMZN DISPOSABLE MASK 440-5511-531100	05/21/2020 rgallo	06/22/2020	151.85	0.00	Paid	Y 06/16/2020
	SUPPLIES			151.85			
ZIMMERMANN ANGE 41578	AMZN MKTP US*M74FD2VU1 AM TOY WAND 440-5511-531100	05/21/2020 rgallo	06/22/2020	51.18	0.00	Paid	Y 06/16/2020
	SUPPLIES			51.18			
ZIMMERMANN ANGE 41579	AMAZON.COM*M77T51GD1 BOOK 440-5700-532800	05/21/2020 rgallo	06/22/2020	21.28	0.00	Paid	Y 06/16/2020
	BOOKS			21.28			
ZIMMERMANN ANGE 41580	DISPLAYS2GO COUNTER SHIELD 440-5511-531100	05/23/2020 rgallo	06/22/2020	388.76	0.00	Paid	Y 06/16/2020
	SUPPLIES			388.76			
ZIMMERMANN ANGE 41581	AMAZON.COM*M71TC8162 DISPOSABLE MASK 440-5511-531100	05/24/2020 rgallo	06/22/2020	139.96	0.00	Paid	Y 06/16/2020
	SUPPLIES			139.96			
ZIMMERMANN ANGE 41582	AMZN MKTP US*M739F5882 FILAMENT 440-5890-580600	05/28/2020 rgallo	06/22/2020	205.33	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			205.33			
ZIMMERMANN ANGE 41583	AMAZON.COM*M70M418F2 DISPOSABLE MASK 440-5890-580600	05/28/2020 rgallo	06/22/2020	367.39	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			367.39			
ZIMMERMANN ANGE 41584	AMZN MKTP US*M734F6WJ1 FILAMENT 440-5890-580600	05/28/2020 rgallo	06/22/2020	74.29	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			74.29			
ZIMMERMANN ANGE 41585	AMZN MKTP US*MY4AH7CM1 FACE SHIELD 440-5511-531100	05/28/2020 rgallo	06/22/2020	138.99	0.00	Paid	Y 06/16/2020
	SUPPLIES			138.99			

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Purchase Card Vendor: 0002 US BANK							
ZIMMERMANN ANGE 41586	AMZN MKTP US*M795N7UI0 CHROMEBOOKS 440-5700-581100	05/28/2020 rgallo	06/22/2020	970.00	0.00	Paid	Y 06/16/2020
	EQUIPMENT (NON-CAPITALIZED)			970.00			
ZIMMERMANN ANGE 41587	AMZN MKTP US*M71YC4UW0 ALCOHOL PADS 440-5511-531100	05/28/2020 rgallo	06/22/2020	156.81	0.00	Paid	Y 06/16/2020
	SUPPLIES			156.81			
ZIMMERMANN ANGE 41588	AMZN MKTP US*MY49C8L11 ALCOHOL PADS 440-5511-531100	05/30/2020 rgallo	06/22/2020	179.90	0.00	Paid	Y 06/16/2020
	SUPPLIES			179.90			
ZIMMERMANN ANGE 41589	PRINT PACK AND SHIP CENTE MAIL MASKS 440-5890-580600	06/02/2020 rgallo	06/22/2020	55.34	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			55.34			
ZIMMERMANN ANGE 41590	WM SUPERCENTER #1571 SRP PRIZES 440-5890-580600	06/02/2020 rgallo	06/22/2020	603.04	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			603.04			
ZIMMERMANN ANGE 41591	WM SUPERCENTER #1571 BAGS 440-5511-531100	06/02/2020 rgallo	06/22/2020	36.05	0.00	Paid	Y 06/16/2020
	SUPPLIES			36.05			
ZIMMERMANN ANGE 41592	FORK IN THE ROAD SRP GIFT CARD 440-5890-580600	06/02/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
ZIMMERMANN ANGE 41593	ELEGANT FARMER SRP GIFT CARD 440-5890-580600	06/03/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
ZIMMERMANN ANGE 41594	AMZN MKTP US*MY8NA6OA2 ACRYLIC SHEET 440-5890-580600	06/03/2020 rgallo	06/22/2020	33.98	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			33.98			

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Purchase Card Vendor: 0002 US BANK							
ZIMMERMANN ANGE 41595	THE HOME DEPOT 4921 TRIMMER 440-5511-539500	06/03/2020 rgallo	06/22/2020	229.00	0.00	Paid	Y 06/16/2020
	REPAIRS & MAINTENANCE			229.00			
ZIMMERMANN ANGE 41596	THOMAS GREENHOUSE SRP GIFT CARD 440-5890-580600	06/04/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
ZIMMERMANN ANGE 41597	THE MUSIC CAFE SRP GIFT CARD 440-5890-580600	06/04/2020 rgallo	06/22/2020	42.03	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			42.03			
ZIMMERMANN ANGE 41598	TLF*AMERICANA FLOWER STAT SRP GIFT CARD 440-5890-580600	06/04/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
ZIMMERMANN ANGE 41599	THE COUNTRY PORCH SRP GIFT CARD 440-5890-580600	06/04/2020 rgallo	06/22/2020	50.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			50.00			
ZIMMERMANN ANGE 41600	NOVELTY CANDY 440-5890-580600	06/08/2020 rgallo	06/22/2020	99.60	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			99.60			
ZIMMERMANN ANGE 41601	TARGET.COM * CLEAR BIN 440-5511-531100	06/09/2020 rgallo	06/22/2020	18.33	0.00	Paid	Y 06/16/2020
	SUPPLIES			18.33			
ZIMMERMANN ANGE 41602	E AND S SWEETS SRP GIFT CARD 440-5890-580600	06/09/2020 rgallo	06/22/2020	25.00	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			25.00			
ZIMMERMANN ANGE 41603	WAL-MART #1571 SRP GIFT CARDS 440-5890-580600	06/09/2020 rgallo	06/22/2020	71.08	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			71.08			

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Purchase Card Vendor: 0002 US BANK

ZIMMERMANN ANGE 41604	ADOBE IL CREATIVE CLD ILLUSTRATOR 440-5511-534000	06/09/2020 rgallo	06/22/2020	22.04	0.00	Paid	Y 06/16/2020
	DIGITAL MATERIALS			22.04			

ZIMMERMANN ANGE 41605	MAILCHIMP *MONTHLY NEWSLETTER 440-5511-534000	06/09/2020 rgallo	06/22/2020	59.99	0.00	Paid	Y 06/16/2020
	DIGITAL MATERIALS			59.99			

ZIMMERMANN ANGE 41606	THE GARDEN MART GLOVES 440-5890-580600	06/09/2020 rgallo	06/22/2020	12.30	0.00	Paid	Y 06/16/2020
	DONATED FUND EXPENDITURES			12.30			

ZIMMERMANN ANGE 41607	SHOCKBYTE SHOCKBYTE MINECRAFT HOST 440-5511-531400	06/10/2020 rgallo	06/22/2020	5.00	0.00	Paid	Y 06/16/2020
	META SPACE EQUIPMENT & SUPPLIE			5.00			

ZIMMERMANN ANGE 41608	ADOBE CREATIVE CLOUD CREATIVE CLOUD 440-5511-534000	06/11/2020 rgallo	06/22/2020	83.99	0.00	Paid	Y 06/16/2020
	DIGITAL MATERIALS			83.99			

Total Purchase Card Vendor: 0002 US BANK

# of Invoices:	193	# Due:	0	Totals:	20,802.76	0.00
# of Credit Memos:	11	# Due:	0	Totals:	(261.63)	0.00
Net of Invoices and Credit Memos:					20,541.13	0.00

--- TOTALS BY GL DISTRIBUTION ---

100-5111-531100	SUPPLIES	16.79
100-5141-531100	SUPPLIES	99.06
100-5141-533500	TRAINING & TRAVEL	489.00
100-5141-539900	OTHER	145.93
100-5142-521900	PROFESSIONAL SERVICES	16.79
100-5142-533500	TRAINING & TRAVEL	489.00
100-5160-539500	REPAIRS & MAINTENANCE	241.96
100-5211-531100	SUPPLIES	28.48
100-5211-539400	BLDG REPAIRS & MAINTENANCE	12.52
100-5212-539500	REPAIRS & MAINTENANCE	40.93
100-5241-539900	OTHER	14.98

INVOICE REGISTER REPORT FOR MUKWONAGO

POST DATES 06/16/2020 - 06/16/2020

JOURNALIZED PAID

BANK CODE: GEN - CHECK TYPE: EFT

CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

Inv Num Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
	GL Distribution						
	100-5300-532400	MEMBERSHIP DUES		223.00			
	100-5323-531100	SUPPLIES		25.89			
	100-5521-531100	SUPPLIES		721.16			
	100-5632-531100	SUPPLIES		142.71			
	100-5670-531100	SUPPLIES		207.50			
	150-5221-531100	SUPPLIES		30.03			
	150-5222-531100	SUPPLIES		521.16			
	150-5222-539500	REPAIRS & MAINTENANCE		999.99			
	150-5223-531100	SUPPLIES		9.95			
	150-5231-531100	SUPPLIES		1,959.36			
	150-5232-531100	SUPPLIES		9.95			
	150-5232-533500	TRAINING & TRAVEL		270.00			
	440-5511-531100	SUPPLIES		3,974.60			
	440-5511-531400	META SPACE EQUIPMENT & SUPPLIE		5.00			
	440-5511-534000	DIGITAL MATERIALS		188.30			
	440-5511-539500	REPAIRS & MAINTENANCE		229.00			
	440-5700-532800	BOOKS		612.81			
	440-5700-532900	AV MATERIAL		841.93			
	440-5700-581100	EQUIPMENT (NON-CAPITALIZED)		970.00			
	440-5890-580600	DONATED FUND EXPENDITURES		4,375.07			
	610-6200-662300	OPERATION SUPPLY/EXP-PUMPING		6.83			
	610-6200-662500	MAINTENANCE-PUMPING		332.67			
	610-6210-662300	OPERATION SUPPLY/EXP-PUMPING		181.98			
	610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT		92.47			
	610-6452-665200	MAINTENANCE-SERVICES		17.14			
	620-8010-827000	OPERATION SUPPLY/EXPENSE		498.24			
	620-8010-833000	MAINT-TREATMENT/DISPOSAL PLANT		182.00			
	620-8020-827000	OPERATION SUPPLY/EXPENSE		208.64			
	620-8020-832000	MAINTENANCE-LIFT STATIONS/PUMP		437.50			
	620-8400-851000	OFFICE SUPPLIES & EXPENSES		625.02			
	620-8400-854100	EDUCATIONAL/TRAINING EXPENSES		45.79			

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INVOICE REGISTER REPORT FOR MUKWONAGO
POST DATES 06/16/2020 - 06/16/2020
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BANK CODE: GEN - CHECK TYPE: EFT
CREDIT CARD TRANSACTIONS FOR BOARD
SORTED BY CARDHOLDER

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Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			2,915.70	0.00		
	150 - FIRE/AMBULANCE FUND			3,800.44	0.00		
	440 - LIBRARY FUND			11,196.71	0.00		
	610 - WATER UTILITY FUND			631.09	0.00		
	620 - SEWER UTILITY FUND			1,997.19	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5111 - VILLAGE BOARD			16.79	0.00		
	5141 - VILLAGE ADMINISTRATION/FINA			733.99	0.00		
	5142 - CLERK-TREASURER			505.79	0.00		
	5160 - VILLAGE HALL			241.96	0.00		
	5211 - POLICE ADMINISTRATION			41.00	0.00		
	5212 - POLICE PATROL			40.93	0.00		
	5221 - FIRE ADMINISTRATION			30.03	0.00		
	5222 - FIRE SUPPRESSION			1,521.15	0.00		
	5223 - FIRE TRAINING			9.95	0.00		
	5231 - AMBULANCE			1,959.36	0.00		
	5232 - AMBULANCE TRAINING			279.95	0.00		
	5241 - BUILDING INSPECTOR			14.98	0.00		
	5300 - DPW GENERAL ADMINISTRATION			223.00	0.00		
	5323 - GARAGE			25.89	0.00		
	5511 - LIBRARY SERVICES			4,396.90	0.00		
	5521 - PARKS			721.16	0.00		
	5632 - PLANNING DEPARTMENT			142.71	0.00		
	5670 - ECONOMIC DEVELOPMENT			207.50	0.00		
	5700 - CAPITAL OUTLAY EXPENDITURES			2,424.74	0.00		
	5890 - USE OF DESIGNATED FUNDS			4,375.07	0.00		
	6200 - PUMPING OPERATIONS			339.50	0.00		
	6210 - PUMPING MAINTENANCE			181.98	0.00		
	6300 - WATER TREATMENT OPERATIONS			92.47	0.00		
	6452 - T&D-SERVICES MAINTENANCE			17.14	0.00		
	8010 - WWTP-TREATMENT/DISPOSAL/GP			680.24	0.00		
	8020 - LIFT STATIONS/PUMPING EQUIP			646.14	0.00		
	8400 - ADMINISTRATIVE & GENERAL			670.81	0.00		
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	0366			489.00			
	0960			4,917.77			
	1051			790.71			
	1275			68.04			

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INVOICE REGISTER REPORT FOR MUKWONAGO

POST DATES 06/16/2020 - 06/16/2020

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CREDIT CARD TRANSACTIONS FOR BOARD

SORTED BY CARDHOLDER

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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 ---							
	2365			1,469.93			
	2380			452.49			
	2544			520.77			
	4325			223.00			
	4366			7.60			
	4746			879.54			
	5538			40.93			
	6347			16.79			
	6370			2,920.90			
	6639			45.79			
	7403			665.33			
	7940			5,047.06			
	8371			142.71			
	8378			41.00			
	8389			1,074.39			
	9708			989.01			

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/11/2020	GEN	29942	MICHAEL A CHAPMAN DESCENDANTS	MUKV1962996009 ASSESSOR ERROR TAX PYMT	720-0000-121100	8,307.55
06/19/2020	GEN	30049	909 GREENWALD ENTERPRISES INC	CITATION DD800Q6NOV	100-0000-233000	21.85
			TOTAL - ALL FUNDS	TOTAL OF 2 CHECKS		8,329.40

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/03/2020	GEN	29885	5STAR CITGO	CIT# DD800Q6NOV	100-0000-233000	21.85
06/03/2020	GEN	29886	TREASURER STATE OF WI	MAY 2020 COURT/JAIL FINES	100-0000-242400	2,302.82
06/03/2020	GEN	29887	TREASURER WAUKESHA COUNTY	MAY 2020 COUNTY JAIL FINES	100-0000-243240	590.00
06/03/2020	GEN	29888	WALWORTH CTY TREASURER	MAY 2020 COUNTY JAIL/COURT FINES	100-0000-243250	10.00
			TOTAL - ALL FUNDS	TOTAL OF 4 CHECKS		2,924.67

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/10/2020	GEN	171 (E)	GREAT WEST RETIREMENT SERVICES	RETIREMENT PR 061220	100-0000-215250	500.00
		171 (E)		RETIREMENT PR 061220	150-0000-215250	204.58
		171 (E)		RETIREMENT PR 061220	610-0000-215250	100.00
		171 (E)		RETIREMENT PR 061220	620-0000-215250	100.00
						904.58
06/10/2020	GEN	172 (E)	INVOICE CLOUD	INVOICE CLOUD MONTHLY FEES - MAY	100-5142-539900	8.90
		172 (E)		INVOICE CLOUD MONTHLY FEES - MAY	100-5241-539900	24.15
		172 (E)		INVOICE CLOUD MONTHLY FEES - MAY	410-5363-539900	40.15
		172 (E)		INVOICE CLOUD MONTHLY FEES - MAY	610-6902-690300	40.15
		172 (E)		INVOICE CLOUD MONTHLY FEES - MAY	620-8300-840000	40.15
						153.50
06/10/2020	GEN	173 (E)	PAYROLLDATA.COM	PAYROLL PROCESSING FEE PR 06/12/20	100-5111-539900	32.35
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5120-539900	10.49
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5141-539900	29.85
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5142-539900	9.24
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5144-521900	27.50
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5211-539900	41.59
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5212-539900	61.70
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5213-521900	9.24
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5241-539900	9.24
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5300-539900	46.21
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5632-539900	4.62
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	100-5670-521900	4.62
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	150-5221-539900	174.22
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	440-5511-539900	100.41
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	610-6902-690300	21.85
		173 (E)		PAYROLL PROCESSING FEE PR 06/12/20	620-8300-840000	17.23
						600.36
06/10/2020	GEN	174 (E)	VILLAGE OF MUKWONAGO	B19-0005 CHAPMAN FARMS VILLAS	100-0000-211425	2,579.85
06/10/2020	GEN	29940	MINNESOTA LIFE INSURANCE	JULY 2020 PREM LIFE INSURANCE	100-0000-215301	1,274.65
		29940		JULY 2020 PREM LIFE INSURANCE	150-0000-215301	127.27
		29940		JULY 2020 PREM LIFE INSURANCE	440-0000-215301	202.46

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
		29940		JULY 2020 PREM LIFE INSURANCE	610-0000-215301	86.31
		29940		JULY 2020 PREM LIFE INSURANCE	620-0000-215301	61.85
						1,752.54
06/10/2020	GEN	29941	VANTAGEPOINT TRANSFER AGENTS	RETIREMENT PR 06/12/20	ACCT 305155 100-0000-215250	2,914.35
		29941		RETIREMENT PR 06/12/20	ACCT 305155 150-0000-215250	2.93
		29941		RETIREMENT PR 06/12/20	ACCT 305155 440-0000-215250	465.59
		29941		RETIREMENT PR 06/12/20	ACCT 305155 610-0000-215250	321.86
		29941		RETIREMENT PR 06/12/20	ACCT 305155 620-0000-215250	221.80
						3,926.53
			TOTAL - ALL FUNDS	TOTAL OF 6 CHECKS		9,917.36

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/24/2020	GEN	178 (E)	DELTA DENTAL OF WISCONSIN	JULY 2020 DENTAL PREMIUMS	100-0000-215304	310.64
06/24/2020	GEN	179 (E)	EMPLOYEE TRUST FUNDS	JULY 2020 PREM HEALTH INSURANCE	100-0000-215300	49,616.14
		179 (E)		JULY 2020 PREM HEALTH INSURANCE	150-0000-215300	9,253.60
		179 (E)		JULY 2020 PREM HEALTH INSURANCE	410-0000-215300	48.98
		179 (E)		JULY 2020 PREM HEALTH INSURANCE	440-0000-215300	7,379.26
		179 (E)		JULY 2020 PREM HEALTH INSURANCE	610-0000-215300	3,961.18
		179 (E)		JULY 2020 PREM HEALTH INSURANCE	620-0000-215300	4,056.82
						74,315.98
06/24/2020	GEN	180 (E)	GREAT WEST RETIREMENT SERVICES	RETIREMENT PR 062620	100-0000-215250	500.00
		180 (E)		RETIREMENT PR 062620	150-0000-215250	213.04
		180 (E)		RETIREMENT PR 062620	610-0000-215250	100.00
		180 (E)		RETIREMENT PR 062620	620-0000-215250	100.00
						913.04
06/24/2020	GEN	181 (E)	HASLER MAILING SOLUTIONS	POSTAGE	100-5142-531500	2,500.00
06/24/2020	GEN	182 (E)	PAYROLLDATA.COM	PAYROLL PROCESSING FEE PR 06/26/20	100-5111-539900	23.32
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5120-539900	6.66
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5141-539900	19.99
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5142-539900	6.66
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5211-539900	29.98
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5212-539900	49.97
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5213-521900	6.66
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5241-539900	6.66
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5300-539900	36.65
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5632-539900	3.33
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	100-5670-521900	3.33
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	150-5221-539900	133.28
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	440-5511-539900	73.29
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	610-6902-690300	16.66
		182 (E)		PAYROLL PROCESSING FEE PR 06/26/20	620-8300-840000	13.33
						429.77

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/24/2020	GEN	183 (E)	TASC	HRA 07/01/20-09/30/20	100-5142-539900	170.43
		183 (E)		HRA 07/01/20-09/30/20	100-5211-539900	283.29
		183 (E)		HRA 07/01/20-09/30/20	100-5212-539900	268.62
		183 (E)		HRA 07/01/20-09/30/20	100-5213-515900	29.34
		183 (E)		FLEX 07/01/20 - 09/30/20	100-5213-531100	36.12
		183 (E)		HRA 07/01/20-09/30/20	100-5241-539900	50.79
		183 (E)		HRA 07/01/20-09/30/20	100-5323-531100	177.21
		183 (E)		FLEX 07/01/20 - 09/30/20	100-5632-539900	18.06
		183 (E)		HRA 07/01/20-09/30/20	150-5221-539900	170.43
		183 (E)		HRA 07/01/20-09/30/20	440-5511-539900	167.04
		183 (E)		HRA 07/01/20-09/30/20	610-6902-690300	68.85
		183 (E)		HRA 07/01/20-09/30/20	620-8300-840000	101.58
						1,541.76
06/24/2020	GEN	184 (E)	WAUKESHA CTY TREASURER	MUKV1973965002 - 2016 PROPERTY TAXES - 124 LAKE ST	100-4100-418100	155.98
		184 (E)		MUKV1973965002 - 2016 PROPERTY TAXES	720-0000-121000	2,368.21
						2,524.19
06/24/2020	GEN	185 (E)	WI RETIREMENT SYSTEM	WISCONSIN RETIREMENT CONTRIBUTIONS - MAY 2020	100-0000-215200	42,366.08
		185 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	150-0000-215200	12,525.79
		185 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	440-0000-215200	7,963.82
		185 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	610-0000-215200	3,786.37
		185 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS -	620-0000-215200	2,750.01
						69,392.07
06/24/2020	GEN	30050	AFLAC	ACCOUNT# V1553 JUNE PREMS	100-0000-215302	304.85
		30050		ACCOUNT# V1553 JUNE PREMS	150-0000-215302	257.20
		30050		ACCOUNT# V1553 JUNE PREMS	610-0000-215302	50.76
		30050		ACCOUNT# V1553 JUNE PREMS	620-0000-215302	50.74
						663.55
06/24/2020	GEN	30051	MUKWONAGO PROFESSIONAL	JUNE 2020 FIRE UNION DUES	150-0000-215500	270.00
06/24/2020	GEN	30052	MUKWONAGO PROFESSIONAL POLICE	JUNE 2020 POLICE UNION DUES	100-0000-215500	500.00

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/24/2020	GEN	30053	VANTAGEPOINT TRANSFER AGENTS	RETIREMENT PR 06/26/20	ACCT 305155 100-0000-215250	2,912.56
		30053		RETIREMENT PR 06/26/20	ACCT 305155 150-0000-215250	5.85
		30053		RETIREMENT PR 06/26/20	ACCT 305155 410-0000-215250	8.67
		30053		RETIREMENT PR 06/26/20	ACCT 305155 440-0000-215250	465.59
		30053		RETIREMENT PR 06/26/20	ACCT 305155 610-0000-215250	323.68
		30053		RETIREMENT PR 06/26/20	ACCT 305155 620-0000-215250	228.25
						3,944.60
06/24/2020	GEN	30054	VILLAGE OF MUKWONAGO MRA	JUNE 2020 FSA	100-0000-215350	2,076.90
		30054		JUNE 2020 FSA	150-0000-215350	425.38
		30054		JUNE 2020 FSA	440-0000-215350	23.84
						2,526.12
			TOTAL - ALL FUNDS	TOTAL OF 13 CHECKS		159,831.72

Village of Mukwonago

POTENTIAL BUDGET CHANGES DUE TO COVID-19

Administration and Finance

Increased Costs – Technology associated with Safer at Home and virtual meetings: \$7,000 (laptops for board/staff, setup costs, etc.)

Savings – Trainings that have been cancelled, delayed, or changed to remote: \$1,800

Other Cost Reductions – Professional services have been suspended for new projects pending the further analysis of budget v. expenditures.

Examples of projects that will not go forward without before further budgetary review:

- Creation of Downtown Tax Increment Financing District: this project's expenditures can be delayed until Q3 of 2020 to ensure proper funding; estimated cost savings: \$3,000 - \$5,000
- Professional services earmarked for feasibility studies (e.g. hotel); estimated cost savings: \$5,000
- Project Management Training will be delayed due to restrictions/protocols for Wisconsin University Training (delayed until Q3/Q4, possibly Q1 2012); additional resources unencumbered: \$3,500

Clerk-Treasurer

INCREASED EXPENDITURES

- \$6,450 – To process the 85% of voters who voted absentee ballots for April 17th election
- \$2,500 – For additional IT and Website upgrades

LOSS OF REVENUE

Potential loss of revenue from:

Licensing, Personal Property Tax, Real Property Tax, Room Tax

POSSIBLE SAVINGS

- Apply for grants: CARES, FEMA
- Review contracts for savings (e.g. Time Warner Cable, Century Link, Shred IT etc.)
 - Pet Licensing – save \$300
- Reduction in training, travel, or dues
 - \$1,200 savings from Clerks training
 - \$1,000 line item for elected official for training or travel
- Board of Appeal Expenses – lower activity could reduce \$500

Department of Public Works

2020

Estimated revenue loss of \$15,275

- Park rental and field preparations
- Ed Zimmerman sick leave payout after reallocation

Estimated savings \$19,793

- Insurance
- Foregoing reserve/early fill on road salt
- Saving from bridge inspections by combining project with Town of Mukwonago and Jefferson Co contract

- Difference in savings and loss = +\$4,518

Police Department

Losses – 2020

\$47,500 – Total lost revenue from school district

\$37,049 – Officer Melo’s sick payout
reimbursement

\$7,350 – Officer Melo’s vacation payout

\$21,384 – Estimated Loss of Citation fines

TOTAL: \$113,283

Savings – 2020

\$23,400 – Reallocation to operating budget for
Officer Melo’s sick payout

\$2,850 – Estimated fuel savings

\$19,830 – Savings from Katie Haines resignation

\$24,740 – Savings from Shaun Pinkowski reserve
activation

\$49,408, – Savings from Robert Melo retirement

TOTAL: \$120,228

Difference between lost revenue and savings: +\$6,945

Building Department

2020

Potential Savings:

\$2,788 – 1 Bluebeam Revu Standard New Perpetual License, Windows OS Primary email, Maintenance & Support (1-49 devices), Window OS, 1 Bluebeam Studio Prime Level 1 (up to 100 users), Subscription, Cloud.

\$380 – Winter code updates, Comm Elec code updates, 1&2 Family Elec code updates, 1 UDC updates

\$975 – Postcards-finalize permit reminders, mobile monitor stand, and 43” monitor

TOTAL POTENTIAL SAVINGS: \$4,143

Planning Department

2020

Savings in Mileage from \$500 to \$100, Travel and Training from \$1,500 to \$500 = 2% reduction

2021

Savings in Supplies of \$350, Printing of \$100, Postage of \$100, Mileage of \$250, Training & Travel of \$1,000, and Other of \$100 = total savings of \$1,900 or 2% budget reduction

Fire Department

2020

Potential Savings: Operational non-capital funds for annual replacement of computers, turnout gear, helmets, firefighting equipment

Revenues at 35%

Expenditures at 30%

- Possible reduced spending on professional services and operational non-capital outlay
 - \$25,000 to \$30,000
 - Operational non-capital funds for annual replacement of computers, turnout gear, helmets, firefighting equipment
- Calls are exceeding 2019 volume, DNG has postponed the opening of their hospital beds
 - No reduction in transfers
 - This revenue was not included for 2020
- Anticipated \$150,000 payment from PHC in October 2020 per agreement

Utility Department

2021 Water

5% reduction = \$46,000

- Door replacements and security lock upgrades phased over 3-years

15% reduction = \$106,000

- Well 6 rehab rescheduled for 2022

2021 Sewer

5% reduction = \$59,000

* Effluent pump rebuilds rescheduled, Security lock upgrade spread over 3 years, River Parks LS repairs made in 2020.

15% reduction = \$166,000 Projects completed in 2020 and Maintenance items moved to 2022.

Utility Department

Capital Budget Reductions

Water

2020: \$80,000 water meter purchases expected, \$50,000 residential not used, \$30,000 will be used for commercial, industrial, and multi-family

2021: \$25,000 Pickup replacement rescheduled

Sewer

2020: \$45,000 reroute sewer from River Parks to Holz Pkwy will not be done, \$21,000 will be used for engineering CTY LO relay

\$20,000 Safety equipment trailer will be reconfigured into Capital Budget

2021: Sewer reroute from River Parks to Holz Pkwy rescheduled



Committee/Board:	COTW
Topic:	Small Business Grant Program
From:	JSW
Department:	Administration/Finance
Presenter:	JSW
Date of Committee Action (if required):	6/3/20
Date of Village Board Action (if required):	6/17/20

Information

Subject: Small Business Grant Program

Background Information/Rationale: Multiple elected officials contacted me after the last Village Board meeting, including the Finance Chair, asking about a more specific program to discuss assisting small business, post Safer at Home order. Please see the attached.

Key Issues for Consideration: 1) Concerns over picking winners and losers. One solution: appoint a sub-committee to vet applications and the Village Board votes on recommendations. Staff would be happy to assist sub-committee members to ensure completeness, economic impact, and viability of proposal. 2) Using tax dollars to assist businesses. One solution: use de-federalized CBDG funds which were provided to the Village to provide loans to businesses. The purpose of the funding will not change, only the repayment requirement.

Fiscal Impact (If any): Relative to taxes and debt? None, if you use de-federalized CBDG funds. Total amount to allocate? \$50K is suggested. If the sub-committee is flooded with applications, we can take another look at it.

Requested Action by Committee/Board: Review the proposed grant program that would provide up to \$5,000 for any business located in the 53148 zip code that has sales/revenue of under \$1M per annum, provided the sub-committee recommends funding and that is approved by the Village Board. Please provide feedback. If the form and function is mostly acceptable, allow staff to prepare a final format for review and approval at the next Village Board meeting.

Attachments

Small Business Grant Program

Village of Mukwonago

Small Business Grant Program

Village of Mukwonago, 440 River Crest Court, Mukwonago, WI, 53149-262-363-6420

I. PURPOSE

The Village of Mukwonago's Small Business Grant Program (SBG) will give small businesses in the Village (53149 zip code) direct financial support for eligible projects. The goal of this program will be to help businesses under \$1,000,000 in annual sales recover successfully from the Village State of Emergency. The Village will use defederalized CDBG funds to provide grants \$5,000 per qualifying business.

II. TARGET AREA

Any business in the 53149 zip code under \$1,000,000 in annual sales/revenue.

III. OBJECTIVES

The Zero Interest Loan Program has the following objectives:

1. To help small businesses that closed or partially closed for the related to the Safer at Home order, the Village's State of Emergency or the coronavirus reopen in a way that also encourages reinvestment in the community.

IV. FUNDING

The funding for this program is provided by Mukwonago's defederalized CDBG funds in a total amount not to exceed \$100,000. Grants will be distributed on a first come, first serve basis, and will be limited to the funds currently available. A subcommittee appointed by the Village of Mukwonago trustees will review applications and provide recommendations to the Village Board.

The approval process will consider the attached application and the statement of need.

Maximum Grant Amount

Loans have a maximum of \$5,000 per qualifying business, until all available funds are expended.

V. APPLICANT ELIGIBILITY REQUIREMENTS

The program is intended to assist small businesses in the Downtown Overlay District.

1. Businesses must be located within the 53149 zip code.
2. Businesses must have annual sales/revenue less than \$1,000,000 annually.
3. Applicants must provide a good or service. This will typical be retail businesses.
4. Applicants must have a bank account.

Village of Mukwonago Small Business Grant Program

5. Applicants must use this grant for the stated business purposes in the application.

Eligible Costs

The program will fund the following:

1. Rent, Mortgage, or Lease
2. Employee retention
3. Exterior Signage
4. Exterior Lighting
5. Other exterior improvements to improve visibility
6. Improve technological infrastructure E.g. Online sales
7. Other ideas, if explained outcomes match the spirit of the guidelines

Note: Funds may not be used towards permit fees for all above work requiring Village building or review permit fees.

VI. APPROVAL PROCESS

1. Applications should be submitted electronically to the Village Administrator at jweidl@villageofmukwonago.com or mailed/dropped off at Village Hall, 440 River Crest Ct., Mukwonago, WI 53149.
2. If the application meets all requirements and is approved, a Conditional Letter of Approval will be sent to the owner/tenant. This letter may require modifications to the original application.
3. The applicant must submit proof of location and revenues within the designated area.
4. Following approval by the appointed subcommittee, recommendation will be given to the Village Board.
5. Following approval from the Village Board, the applicant must sign the grant agreement, provided on an approved form by Village hall, and returned to the Village Hall.

VII. POST APPROVAL PROCESS

Monies will be distributed to the applicant upon completion of the following activities:

1. Grants will be dispersed within 30 days of award. Applicants, after approval, have up to 6 months to use their funds. If an applicant needs more time to use funds, he or she must provide a written statement with a reasonable justification for an extension to the Village Board. Extensions are reviewed and considered by the Village Board and are not guaranteed.
2. Property taxes and utility payments must be current, and applicants may have no debts in arrears to the Village when the grant is considered.

VIII. APPLICATION (Please fill all lines, if not applicable use N/A)

Name of business: _____

Business address: _____

Applicant name: _____

Telephone number: _____

E-Mail address: _____

Applicant mailing address: _____

What good or service do you provide? _____

How many employees do you currently have? _____

What are your annual revenues/sales? _____

Do you agree to retain all current employees for the next 6 months following the award date?

☐ Yes

☐ No, if no please explain _____

Provide a business description: Explain what your business does, why it was founded, who your clientele is, how your business is run, what your business represents, day to day operations, future goals, and any awards or accomplishments your business has earned. This should be about two paragraphs. Please attach any supplemental documents to application and include photos of your business.

Purpose of your grant: Communicate the general and long-term effects of the grant award. Describe your business needs and select all that apply below.

☐ Employee retention

☐ Rent, mortgage, or lease

☐ Exterior Signage

☐ Exterior Lighting

☐ Other exterior improvements to improve visibility

☐ Improve technological infrastructure
E.g. Online sales

Village of Mukwonago Small Business Grant Program

- ☐ Code Violations
☐ ADA Compliance

☐ Other: _____

Total amount requested (*up to 5,000*) _____

What evidence will you provide to support that the funds are used for eligible business purposes?
(Please attach any documents referenced electronically with completed application).

Do we have permission to do a credit check, check bank records, check tax records or profit loss statement to demonstrate viability?

- ☐ Yes
☐ No

State Filing, and Employer Identification Number (EIN), or a business number: _____

Personal Guarantee: I _____ as the preparer of this application do hereby certify to the accuracy and completeness of the statements made and information supplied in this application. Dated this ____ day of _____, 2020.

By signing below, Applicant agrees that all above information is true and accurate. Should any of the information be provided not be accurate, the Village, at its discretion, will demand a full refund of any awarded funds within 15 days of the Village requesting such funds in writing.

Signature of Applicant

Print Name

**APPLICANTS WHO DEVIATE FROM THE APPROVED APPLICATION WILL BE DISQUALIFIED FROM THIS GRANT PROGRAM.
APPLICATION DOES NOT GUARANTEE AWARD**



Village of Mukwonago

Office of the Finance Director

Diana Doherty (ddoherty@villageofmukwonago.com)
440 River Crest Court, Mukwonago, Wisconsin 53149
www.villageofmukwonago.com

Direct Line: (262) 368-3118
Main Office: (262) 363-6420
Fax: (262) 363-6425

Committee/Board:	Finance
Topic:	Availability of General Fund Reserves
From:	Diana Doherty
Department:	Finance
Presenter:	Diana Doherty
Date of Committee Action (if required):	July 1, 2020
Date of Village Board Action (if required):	

Information

Background Information/Rationale:

The Village Board requested I review the General Fund reserves to see if there are monies available to fund a proposed grant program to benefit small businesses in the Village. The original amount of the proposed program was \$50,000 but Citizen Bank is offering to partner with the Village so we would need to fund half of that amount.

I have prepared the attached report showing a historical trend of the General Fund “unassigned” fund balance, which means reserves available to fund Village operations. The Village’s fund balance policy requires 25% of the Village’s expenditure budget is to be retained in these unassigned reserves. Any amount over this minimum requirement can be used for other one-time expenditures as approved by the Village Board. These excess funds have typically been used for capital equipment or capital projects, reducing the amount we would otherwise need to borrow to cover those costs. The purpose of the report is to give you a historical perspective on fluctuations of these excess funds over time. Currently, the Village has \$405,576 in excess reserves over the 25% minimum of \$1,220,622.

Additionally, I have attempted to forecast where I think we could end up by year-end 2020 using actual year-to-date revenues and expenditures through June and assumptions for July thru December based on last year’s actuals which were adjusted for the 2020 compensation increases and the proposed Walmart tax refund. According to those projections and compared to the adopted 2020 budget, we could potentially add \$29,208 to the reserve, provided we don’t experience any additional large unanticipated expenditures.

Key Issues for Consideration:

We are in a period of economic uncertainty due to the COVID pandemic. The Village has already experienced a loss of revenue from the school district for school resource officer funding, a reduction in building permit revenues, and falling interest rates on our investments. Department Heads have been asked to identify expenses that could be deferred in order to lessen the impact of these lost revenues so with careful monitoring of expenditures, I do think we’ll at least break-even for 2020.

Revenue losses at the state level will, however, very likely lead to a reduction in shared revenues and transportation aids to municipalities for the next few years. The Village’s General Fund available reserve will be a critical buffer against those reductions in order to maintain our current service levels.

Fiscal Impact (If any):

Because there are so many unknowns at this point, my recommendation to the Village Board would be to put a placeholder in the 2021 budget offsetting \$25,000 that would normally be budgeted for Economic Development professional services to cover the use of reserves for the grant request. So rather than budget \$25,000 in 100-5670-521900, it would be placed in 100-5900-590500 (transfer to fund balance).

In the event we have at least that much going back into reserves at the end of the 2020 (to be determined during the audit in March of 2021), we could reallocate the placeholder back into the professional services line item without any adverse effect to our current reserve balance or overall 2021 budget.

Requested Action by Committee/Board:

Provide direction on the recommendation if the grant program is to be established.

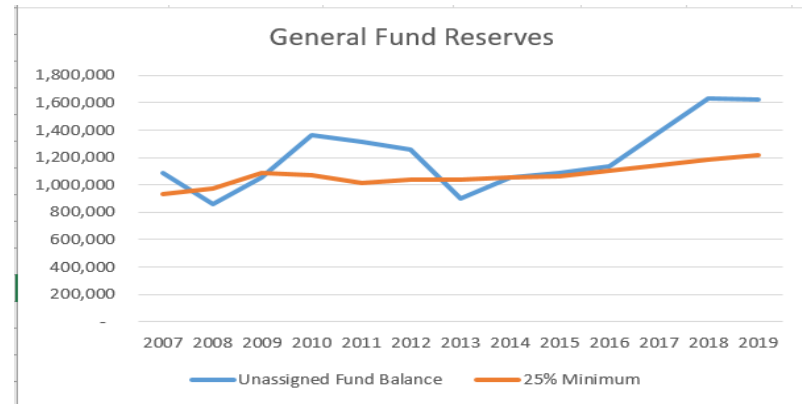
Attachments

General Fund Reserve Trend Data

Unassigned Fund Balance for the General Fund as presented in Audited Financial Statement Reports

Financial Statement Year	General Fund Unassigned Fund Balance	% change from prior year	Budget Year	Adopted General Fund Expenditure Budget	% Budget change from prior year	25% calculation of Adopted Budget	\$ over (under) 25% policy
2007	1,084,393		2008	3,739,676		934,919	149,474
2008	858,670	-20.82%	2009	3,908,660	4.52%	977,165	(118,495)
2009	1,052,912	22.62%	2010	4,344,952	11.16%	1,086,238	(33,326)
2010	1,363,093	29.46%	2011	4,294,266	-1.17%	1,073,567	289,527
2011	1,315,100	-3.52%	2012	4,048,621	-5.72%	1,012,155	302,945
2012	1,254,351	-4.62%	2013	4,166,002	2.90%	1,041,501	212,851
2013	902,116	-28.08%	2014	4,138,838	-0.65%	1,034,710	(132,594)
2014	1,051,084	16.51%	2015	4,205,307	1.61%	1,051,327	(243)
2015	1,085,828	3.31%	2016	4,255,757	1.20%	1,063,939	21,889
2016	1,138,672	4.87%	2017	4,418,352	3.82%	1,104,588	34,084
2017	1,385,483	21.68%	2018	4,568,476	3.40%	1,142,119	243,364
2018	1,632,102	17.80%	2019	4,724,816	3.42%	1,181,204	450,898
2019	1,626,198	-0.36%	2020	4,882,487	3.34%	1,220,622	405,576

2020 PROJECTION			Fund Balance Impact
	Revenues	Expenditures	
2020 Budget	4,882,487	4,882,487	
Projected Actuals	4,875,301	4,846,093	29,208
Under (over) budget	7,186	36,394	



2020 Budget Projections using January thru June 2020 Actuals and July thru Dec 2019 Actuals with 2% adder for wage increases in 2020 and Walmart tax refund factored in.



Committee/Board:	Finance
Topic:	Provider Network thru LWM-Mutual Insurance
From:	Diana Doherty
Department:	Finance
Presenter:	Diana Doherty
Date of Committee Action (if required):	July 1, 2020
Date of Village Board Action (if required):	July 15, 2020

Information

Background Information/Rationale:

The League of Wisconsin Municipalities Mutual Insurance through its agency R&R Insurance, is offering a 100% reimbursable arrangement with a company called Rebound LLC for medical services related to Worker's Compensation claims. Rebound LLC utilizes a network of providers for the treatment of orthopedic injuries, with the goal of getting the injured employee in to see specialists as quickly as possible to begin treatment. Earlier treatment would presumably lead to a faster recovery for the employee and an earlier return-to-work date. Medical bills for treatment of the injury would continue to be covered by United Heartland as is the current process under the Village's Worker's Compensation insurance policy.

Key Issues for Consideration:

The Village would enter into a contract with Rebound LLC for their services. Attorney Blum has reviewed both the Master Services Agreement and the Proposal/Statement of Work outlining the cost for an initial one-year term (\$17,550) as well as two renewal periods (\$17,550 and \$25,350 respectively). I have confirmed with LWMMI that the costs for each of these three years is fully reimbursed by LWMMI. Should that change in the future, we could terminate the contract with Rebound.

Fiscal Impact (If any):

An earlier return-to-work would potentially save the Village money in the overtime costs we would likely be paying to have someone cover the shift of the injured employee who is not working due to a Worker's Comp injury. It could potentially reduce our actual Worker's Compensation insurance costs as well. LWMMI will reimburse the cost of the agreement with Rebound 100% after we enter into the agreement with Rebound and pay them the annual fee so there is ultimately no additional cost to the Village to utilize this service.

Requested Action by Committee/Board:

Authorize Village President to sign both the Master Services Agreement and Proposal/Statement of Work document with Rebound.

Attachments

Master Services Agreement with Rebound
Proposal/Statement of Work
LWMMI Insurance Letter



Master Services Agreement

Parties to this Agreement

In this Agreement, the words “you,” “your,” and “yours,” and “Client” mean Village of Mukwonago, State of Wisconsin.

The words “we,” “our,” “ours,” and “Rebound” mean Rebound LLC, a Delaware limited liability company with its affiliates.

What we do

Rebound uses a network of medical service providers to manage the treatment of orthopedic injuries for government employees and their immediate family members. The purpose is to reduce injury-related costs, streamline treatment, and lead to sustainable health and fitness programs (the “Business”).

THIS MASTER SERVICES AGREEMENT TAKES EFFECT AS OF AUGUST 1, 2020.

What constitutes the Master Agreement

References to “Master Agreement” or “Agreement” mean this Master Agreement and all Statements of Work (“SOWs”). If the terms of this Master Agreement and a SOW conflict, the Master Agreement rules.

The Parties agree as follows

1. SERVICES

Rebound provides services described in Statements of Work which might include software for Client's use. Each SOW must describe the scope and nature of the services including pricing and payment; be executed by an authorized representative for each Party; and include other matters and agreements between the Parties.

SOWs added at a later date are considered accepted only if signed by the Parties.

2. FEES AND PAYMENT

You will pay Rebound's fees within 30 days of accepting the SOW during the Initial Term of this Agreement. The Parties will agree upon fees for any Subsequent Term at least 90 days prior to the expiration of the current Term. We will be entitled to stop work if you fail to pay any Fees within 10 days of the due date following written notification that they are past due.

3. DURATION OF AGREEMENT AND TERMINATION

3.1 The "Term(s)" of this Master Agreement is 3 years and will automatically renew for additional terms of 1 year at the end of the 3 years, unless either Party notifies the other at least 180 days prior to the expiration. All notifications must be made in writing.

3.2 Material Breach. Either Party may terminate due to the other Party's material breach of this Master Agreement and must give 30 days' notice identifying the specific breach. The Breaching Party has 30 days to cure the breach.

Material breach includes:

- if you do not pay our Fees,
- either of us fails to fulfill any of our responsibilities in an applicable SOW, or
- you do not cooperate in good faith with Rebound.

If Rebound is the Non-Breaching Party, during the notice period, Rebound has the right to suspend work.

3.3 At any time, we may mutually agree to terminate this Master Agreement. Either of us may terminate if we cannot agree upon the fees for a subsequent term. Either Party may terminate immediately if the other assigns assets and liabilities for the benefit of creditors, becomes subject to a bankruptcy proceeding or the appointment of a receiver, or admits in writing it is unable to pay its debts.

3.4 Upon termination, you will immediately pay us all costs and expenses owed up to the effective date and pay a portion of the Fees due under the effective SOW based on the percentage of completed Services. Each Party will promptly return all Software, data, and property of the other.

4. INTELLECTUAL PROPERTY

4.1 Intellectual Property Ownership and Use. Rebound retains all rights, title and interest in Intellectual Property and Confidential Information including any modifications or improvements developed during our relationship. All rights, title and interest, will remain solely with Rebound. Examples of “Intellectual Property” include patents, trademarks, copyrights, technology, inventions, processes, methods, articles and software.

5. INDEMNIFICATION

5.1 Indemnification. Notwithstanding the forgoing, nothing contained within this Agreement is intended to be a waiver or estoppel of the Village of Mukwonago or its insurer’s ability to rely upon the limitations, defenses and immunities contained within Wisconsin law, including, but not limited to, those contained within Wisconsin Statutes Sections 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the Village of Mukwonago or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law. The Village’s obligation to indemnify hereunder is subject to the availability and limits of applicable insurance coverage. Under no circumstances shall the Village of Mukwonago be required to indemnify the contractor for its own negligent or intentional conduct

6. CONFIDENTIALITY

6.1 Either party might provide information that is not publicly available or must be kept confidential. To protect such confidential information, the recipient agrees not to use or disclose the confidential information to anyone except as contemplated by this Agreement, unless required to do so by law. Both parties will comply with applicable state-mandated Freedom of Information Act requirements. If a subpoena is received, the recipient will notify the other party promptly. You will protect our Confidential Information using at least the same measures you take to protect your own Confidential Information but in no event using a standard less than reasonable care and will restrict access to the Confidential Information to your personnel on a need-to-know basis.

Examples of confidential information include price quotes, marketing proposals, branding strategies, creative designs, technical data, research, employee lists, forecasts, business strategy, finances, and personally identifiable data of individuals (including data or information regarding the treatment or injuries of individuals).

6.2 Nothing in this Agreement will restrict the Receiving Party from using information:

- (a) that is or becomes publicly available through no breach of this Master Agreement;
- (b) is lawfully acquired via the applicable state's freedom of information laws;
- (c) independently developed by it without any use of or access to the disclosing party's Confidential Information;
- (d) previously known to it; or
- (e) acquired by it from a third party which is not, to its knowledge, under an obligation of confidentiality.

7. INDEPENDENT CONTRACTORS

Our relationship is not one of principal and agent, employer and employee, joint venture, a partnership nor any relationship other than that of independent contracting parties. Neither of us can act on behalf of the other. Neither party's employees or agents are employees or consultants of the other party, and we will each compensate our own.

8. NOTICES

Notices regarding day-to-day matters may be sent via email to Client's Representative as indicated in the SOW. All other communications relating to the terms of this Master Agreement (including notices pertaining to termination, breach or threatened breach) will be deemed delivered:

- (a) when delivered by hand,
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or
- (c) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Communications must be sent to the respective parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section):

IF TO THE COMPANY:

Rebound LLC
Attn: Timothy J. Sharpee
2505 N. Oakland Avenue
Milwaukee, Wisconsin 53211

IF TO CLIENT:

Village of Mukwonago

Attn: Diana Doherty

440 River Crest Ct

Mukwonago, WI 53149

9. MISCELLANEOUS

9.1 Governing Law; Jurisdiction and Venue. The Parties agree that this Master Agreement, all exhibits and schedule(s) and all SOWs will be governed by the laws of the State of Wisconsin, without application of its conflict of laws principles. Any suit relating to this Agreement will be instituted in a state or federal court in Milwaukee County, Wisconsin, and the Parties irrevocably consent and waive all objections to the jurisdiction.

9.2 Survival. The following provisions survive the termination of this Master Agreement: Section 3 (Duration of Agreement and Termination), Section 4 (Installation; Intellectual Property), Section 5 (Warranty, Indemnification and Limitation of Liability), Section 6 (Confidentiality), Section 7 (Independent Contractors), Section 8 (Notices), and Section 9 (Miscellaneous).

9.3 Severability. The unenforceability of any term or provision of this Master Agreement will not affect the validity or enforceability of any other term or provision.

9.4 Entire Agreement. This Master Agreement, all exhibits and schedule(s) attached, and any SOW subsequently executed by the Parties, constitute the entire agreement between the Parties.

9.5 Waiver. Any waiver or delay by either Party in exercising any default will not waive any other default provision or make the remedy unavailable.

9.6 Rights Cumulative. The rights, remedies and powers of each of the Parties contained in this Master Agreement are cumulative and do not exclude any others.

9.7 Amendment. This Master Agreement may be modified by a document signed by both Parties (an "Amendment") and will be subject to the terms of this Master Agreement.

9.8 Assignment. Rebound has the right to assign this Master Agreement (and any SOW) to any affiliate or to any entity that acquires all of Rebound's business. Client may not assign this Master Agreement (or any SOW) without Rebound's prior written consent.

9.9 Counterparts. This Master Agreement may be executed in any number of counterparts, each of which is considered an original and taken together shall constitute one agreement. Delivery of an electronically executed counterpart in legible form is acceptable.

SIGNATURE PAGE FOLLOWS

Signatures

The Parties understand and agree to all of the provisions of this Master Agreement as of the Effective Date.

REBOUND

Rebound, LLC

A Delaware limited liability company

BY: _____

NAME: _____

TITLE: _____

Client

CLIENT: Village of Mukwonago

BY: _____

NAME: _____

TITLE: _____

EXHIBIT A
STATEMENT OF WORK to be attached



PROPOSAL/ STATEMENT OF WORK (SOW)
by and between
REBOUND
and Village of Mukwonago, Wisconsin (“Client”)

Dated: June 15, 2020

Introduction. REBOUND is dedicated to creating an integrated, comprehensive, and personalized health and performance program for Client. REBOUND’s innovative solutions will add value to the job for Client’s employees through implementation of programs targeting job preparation and recovery as well as provide resources and initiatives that support an improved process of management and prevention of injury. REBOUND’s research and clinical expertise will create integrated single-source service solutions for Client that will help reduce injury-related costs, streamline the management of injury treatment and rehabilitation, and lead to the implementation of a sustainable and efficient evidence-based health, fitness, and performance programming. This innovative program will lead to the discovery of new information, knowledge, and possibly tools that provide data and outcome driven metrics to improve the quality of life for a city worker, both during his/her career and post-retirement.

Project Description. The strategic phases of this project will begin with an initial period of consultative assessment that will inform the development of strategic research initiatives and implementation of targeted programs and practices. Our short-term goals include (a) creating an awareness and understanding for the added value that REBOUND brings to the individual employee, (b) identifying gaps in knowledge and practices that, if closed, will improve health of Client’s employees, and (c) establish an injury management system that rewards the employee and employer through efficiency, reduced costs, and reduced time lost.

Specific Aims/Milestones.

REBOUND will provide a team of experts and professionals who are licensed as physical therapists and athletic trainers, credentialed in advanced assessment of movement and strength and conditioning, trained in cutting edge technology and software, and established educators and researchers. The REBOUND team will work with Client to:

1. Establish and implement a network-based system for management of the treatment orthopedic injury. Achieving this milestone will involve:
 - a. Full Assessment and determination of best practice for implementation of the Network based on workers compensation laws, HIPAA, and practice acts in Wisconsin;
 - b. Selection of physicians (orthopedic and primary care) and physical therapists or athletic trainers for the Network;
 - c. Implementation of REBOUND software for current employees; and
 - d. Access to the REBOUND Network will be allowed for Client’s employees, current and future retired employees, and their immediate family members.

2. Development of outcome metrics. Achieving this milestone will involve:
 - a. REBOUND will work with the Client Representative (as identified below) to obtain data necessary to build a metric model (i.e., days lost, # of injuries, body part, injury type, dollars spent on health claims, dollars spent on “backfill”, participation in healthy initiatives); and
 - b. Develop predictive/proprietary algorithm(s) for determination of # of injuries/lost days and the cost benefits of the collective and individual programs (such models and algorithms may require three (3) years of data in order to obtain a sample size large enough to create a valid and reliable metric).

Implementation Timeline. Access to the REBOUND Provider Network and advocacy services shall commence on or around August 1, 2020 with an initial one (1) month build-out. Training and development shall commence on or around August 1, 2020.

Fees.

Initial Term. Total Fees due and payable for the Services performed during the initial term of July 1, 2020 to June 30, 2021 will be Seventeen Thousand Five Hundred and Fifty Dollars (\$17,550), payable as follows:

- (a) The amount of Five Thousand Two Hundred Sixty Five Dollars (\$5,265) – 30% will be due when the contract is signed. The remaining 70% - Twelve Thousand Two Hundred and Eighty Five Dollars (\$12,285) is due and payable upon the “go-live date”, which is the date of completion of training and integration. Rebound anticipates the “go-live date” to be on or around August 1, 2020.

Additional Term(s). If exercised by Client, the Fees due and payable for services performed during each Additional Term are as follows:

- (a) Total Fees for the Second Term (August 1, 2021 through July 31, 2022) are Seventeen Thousand Five Hundred and Fifty Dollars (\$17,550), and shall be due and payable on August 1, 2021.
- (b) Total Fees for the Third Term (August 1, 2022 through July 31, 2023) are Twenty Five Thousand Three Hundred Fifty Dollars (\$25,350), and shall be due and payable on August 1, 2022.
- (c) Total Fees for each Extension Term, if any, commencing after the second Extension Term shall be subject to a ten percent (10%) increase of the then-current Fees paid in the preceding Term.

Client Representative.

Name: Diana Doherty
Email: ddoherty@villageofmukwonago.com
Telephone Number: 262-363-6420 x2101

Client Entities:

Village of Mukwonago

Miscellaneous Provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Proposal to be executed on the day and year of the first above written. No portion of this Proposal may be reproduced, duplicated, or revealed in any manner without the prior written consent of REBOUND.

REBOUND:

REBOUND LLC,
Delaware limited liability company

By:
Name: Luis Rivera_____
Title: _Founder/CEO_____

CLIENT:

Village of Mukwonago, a
State of Wisconsin entity

By:
Name: _____
Title: _____



League of Wisconsin Municipalities Mutual Insurance

Re: Rebound

LWMMI is committed to helping the employees in our communities achieve the best outcome after an injury. To make this happen, we have entered into an exclusive partnership with Rebound who specializes in getting our injured employees to the best physicians and physical therapists in your area. Quick access to these top providers improves the quality of care, achieves a better outcome, and accelerates the return to a normal work and family life.

LWMMI believes this is an important service and is beneficial to the employee, municipality, and the program. As such, we have agreed to pay for the cost of this service based on the contract each municipality has signed with Rebound. Our only expectation is that when injuries do happen that the services of Rebound are utilized.

We are excited to offer this service and believe it speaks to the core values of our program. And that is to put our members first. Feel free to reach out to me or your agent with any questions.

Thanks.

Matt Becker
CEO
LWMMI
630-247-1370
matt@lwmmi.org

**HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III
MATTHEW R. GRALINSKI

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrbllawfirm.com

RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

EMAIL: MGBLUM@HRBLAWFIRM.COM

June 24, 2020

Via Email (villagepresident@villageofmukwonago.com)

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

Re: The Pointe Apartments, LLC Surety

Dear President Winchowky:

I have received the attached email from Bob Harley indicating that the footings and foundation for each of the buildings in The Pointe Apartment complex have been completed. Attached is a copy of the Developer Guaranty Agreement for this project. As you can see, they were required to provide a surety in the sum of \$1,000,000.00 to guaranty performance of the construction of the work. In Paragraph 9,A, it indicates that half of the surety would be released at the time the first building is fully enclosed with the framing inspection having been approved by the Village; and the footing and foundation approvals have been issued for the remaining buildings in this development. It is my understanding they have now achieved each of these milestones and therefore, based upon Bob Harley's email, I believe it is appropriate for the Village Board to approve the release of \$500,000.00 of this surety. I would ask that this issue be brought before the Board for action.

Thank you for your consideration of these comments.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.


Mark G. Blum
Village Attorney

MGB/jb

Cc: Mr. Bob Harley
Ms. Diana Dykstra
Mr. John Weidl

DEVELOPER GUARANTY AGREEMENT

Document Number

Title of Document

4437463

 REGISTER OF DEEDS
 WAUKESHA COUNTY, WI
 RECORDED ON

 November 22, 2019 09:06 AM
 James R Behrend
 Register of Deeds

 62 PGS
 TOTAL FEE:\$30.00
 TRANS FEE:\$0.00

Book Page -



The property affected by this Agreement is legally described on the attached Exhibit A.

Record this document with the Register of Deed

Name and Return Address

Atty. Mark G. Blum

PO Box 766

Waukesha, WI 53187-0766

(Parcel Identification Number)

Drafted By:

Attorney Mark G. Blum
 Hippenmeyer, Reilly, Blum,
 Schmitzer, Fabian & English, S.C.
 720 Clinton St., PO Box 766
 Waukesha, WI 53187-0766
 Phone: (262) 549-8181
 Email: mglum@hrblawfirm.com



Mukwonago – Place of the Bear

a Waukesha County blue chip community

www.villageofmukwonago.com

Village of Mukwonago

CERTIFICATION

I, Diana Dykstra, the duly appointed Village Clerk/Treasurer of the Village of Mukwonago, do hereby certify that the attached photos and maps are a true and correct copy of the original and if they are not legible or readable, a copy of the original is available from the Village of Mukwonago Clerk's Office.

Dated this 18th day of September, 2019.




Diana Dykstra,
Village Clerk/Treasurer

This Certification relates to the Developer Guaranty Agreement between the Village of Mukwonago and The Pointe Apartments, LLC.

DEVELOPER GUARANTY AGREEMENT

This Agreement is made and entered into this 13th day of August, 2019, by and between the Village of Mukwonago, a Wisconsin municipal corporation (hereinafter referred to as the "Village") and The Pointe Apartments, LLC, with his principal office and place of business located at W3468 County Road J, East Troy, Wisconsin (hereinafter referred to as "Developer").

R E C I T A L S

WHEREAS, the Village and Developer have entered into a Commercial Offer to Purchase dated February 26, 2019 ("Purchase Agreement"), for the Developer's purchase of land, which is known 915 Main Street, Mukwonago, Wisconsin, 53149 (the "Property"), more specifically described in the legal description attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Developer intends to develop the Property into a residential development consisting of 4 buildings containing 88 apartment units (the "Development"); and

WHEREAS, pursuant to Wisconsin Statute Sec. 66.1105, the Village has created a Tax Increment District (the "TID District") and approved a Project Plan for redevelopment within TID #4 known as the TID Project Plan. The boundary of the TID District is inclusive of the Property; and

WHEREAS, subject to the Village providing the financial assistance set forth herein, Developer intends to acquire the Property and construct a multi-family residential development and other improvements on the Property. The Village's approved Site Plan depicting the protected future development of the Property is attached hereto as Exhibit B (the "Site Plan"). Said Site Plan, which is consistent with the current zoning of the Property is also consistent with the Village's Comprehensive Plan and the terms of the TID Project Plan; and

WHEREAS, the projected aggregate assessed value for the property when fully developed which is anticipated to be on or before January 31, 2021, is anticipated to be \$10,000,000.00 in excess of the value of the Property as of January 1, 2019; and

WHEREAS, the tax increment revenue from the TID District shall provide reimbursement to the Village for the acquisition costs of the Property, as well as the Village's debt service expense and costs related to the ownership and maintenance of the Property; and

WHEREAS, the parties acknowledge that the Developer's development of the Property is a material inducement for the conveyance of the Property to the Developer; and

WHEREAS, the construction of the Development would not occur without the financial assistance provided for hereunder; and

WHEREAS, the Village, pursuant to its action of the Village Board dated August 7, 2019, has approved the terms of this Agreement and authorized its execution by the property Village Officers on the Village's behalf; and

WHEREAS, it is anticipated that the construction of not less than one (1) building in the Development will be completed by December 31, 2020; and

WHEREAS, it is now necessary that the Developer and the Village enter into an agreement to provide for the manner and method by which the Property will be developed, and to set forth the rights and obligations of the parties.

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

Responsibilities of the Village:

1. The Village agrees to convey the Property to the Developer pursuant to the terms and conditions of the Purchase Agreement. The value of the Property deemed by the Village to be \$1,050,000.00, which represents the sales price that is being credited to Developer at closing.

2. The parties acknowledge that the Property has areas of high ground water and soils which will add expense to the Development beyond what the Developer would normally expect. Therefore, the parties have determined that, but for the TIF assistance in the sum of \$1,150,000.00, this Development will not proceed.

3. The Village agrees to pay the Developer a TIF grant in the sum of \$1,150,000.00 (the "TIF Funds") in the following fashion:

- (a) An amount equal to one-third of the total TIF Funds (\$383,333.33) shall be disbursed to Developer within forty-five (45) days of the completion of the footings and foundations for the last structure to be constructed on the Property as part of the Development;
- (b) An amount equal to one-third of the total TIF Funds (\$383,333.33) shall be disbursed to Developer within forty-five (45) days of the completion of the exterior shell of the final building to be constructed on the Property as part of the Development; and
- (c) The remaining TIF Funds shall be disbursed to Developer within forty-five (45) days of the issuance of a Certificate of Occupancy for all buildings constructed as part of the Development.

4. The parties acknowledge that public road access exists to the Property and that public utilities, including sewer and water, have also been made available to the Property line at no additional cost.

Responsibilities of the Developer:

5. Subject to satisfaction of the conditions set forth in this Agreement, the Developer shall perform the following:

- (a) By January 31, 2021, Developer agrees to complete construction of the Development.
- (b) Subsequent to completion of construction of the Development, but prior to December 31, 2019, the Property shall have an assessed value of not less than Ten Million Dollars (\$10,000,000.00) (the "Guaranteed Tax Assessed Value") in excess of the assessed value of the Property on January 1, 2019, which is deemed to be \$0.00. For example, if the Property is assessed for tax purposes at \$5,000,000.00 as of January 1, 2020, Developer will be deemed to have created \$5,000,000.00 of increment or fifty percent (50%) of the Guaranteed Tax Assessed Value; however, no payments under this Agreement shall be due because the assessment occurred prior to completion of the Project other than the payment of property taxes that would otherwise be due and owing as a result of such assessment in the ordinary course.
- (c) Developer further agrees that by December 31, 2020, it shall have completed construction of one of the buildings on the Property.

6. In the event the Developer fails to achieve the Guaranteed Tax Assessed Value as of January 31, 2021 in the sum of \$10 Million and thereafter through the expiration of the TID District, the Village shall be permitted to collect the guaranteed payments as set forth below, which payments shall be deemed indebtedness of the Developer to the Village.

Security for Guaranteed Payments

7. To secure performance of the guaranteed payments, the Developer agrees to provide the Village with an Irrevocable Standby Letter of Credit in the amount of One Million Dollars (\$1,000,000.00). The Letter of Credit will be in a form attached hereto as Exhibit C

8. If any time prior to the release of the Letter of Credit, the actual assessed value of the Property as improved, pursuant to Section 5(b) above, determined to be less than the Guaranteed Tax Assessed Value, the Village shall be entitled to submit an Affidavit of Default and Sight Draft in an amount which is equal to the full amount of the Letter of Credit, multiplied by a percentage calculated in the following fashion: the difference between 100% and the percentage created by the fraction, whose numerator is the actual assessed tax value and the denominator is the Guaranteed Tax Assessed Value. For example: if Developer requests the Property be assessed on January 31, 2021, and the assessed value of the Property as improved is \$8,000,000.00, the difference between the Guaranteed Tax Assessed Value of \$10,000,000.00 and the estimated assessed value in this example would be \$2,000,000.00, which represents 20% of the Guaranteed Tax Assessed Value, in which case the Village would be permitted to draw upon the Letter of Credit in the amount equal to 20% of the Letter of Credit. The amount drawn upon

the Letter of Credit by the Village (the "LOC Proceeds") will be held by the Village and applied to the annual guaranteed payments owed by the Developer pursuant to Paragraph 11 below as those payments may become due and payable. The provisions of this Section 8 shall be subject to force majeure as defined herein. If a force majeure event occurs and such force majeure event is the primary cause of Developer failing to reach the Guaranteed Tax Assessed Value in a timely fashion, Developer shall remain obligated to make all payments required hereunder; provided however, in the event of a force majeure as defined herein, Developer shall be entitled to a refund of any excess funds held by the Village immediately upon the Project being assessed at or more than the Guaranteed Assed Tax Value in accordance with this Agreement. The amount of excess funds shall be any amounts left after payment sufficient to match any taxes that would have been paid if Developer had met the Guaranteed Assessed Tax Value plus any interest charges incurred by the Village as a result of such tax payments not being made. For the purposes of this Agreement, the term "force majeure" shall include, without limitation, any fire, flood, explosion, and other acts of God, war, hostilities, rebellion, riot, strikes, lock outs, or other labor disputes, acts or threats of terrorism, governmental actions, and other events outside of Developer's reasonable control.

9. Notwithstanding anything to the contrary, the Letter of Credit shall be released in accordance with the following schedule:

- (a) \$500,000.00 at such time as the first building is fully enclosed, with the framing inspection having been approved by the Village, and the footings and foundation approval have been issued for the remaining buildings in this Development;
- (b) The remaining \$500,000.00 shall be released at such time as an Occupancy Permit has been issued by the Village for the first building.

10. Developer warrants and represents that the Property shall be owned by entities that are not exempt from real estate taxes, and that either (i) the Guaranteed Tax Assessed Value shall be maintained throughout the duration of the TID District or (ii) the Property generates total property taxes in an amount equal to or greater than the amount generated as of January 31, 2021. It shall be a further condition of this Agreement that ownership or occupancy of any portion of the Property may not be transferred to an entity which is exempt from real estate taxes without the prior written consent of the Village, which consent may be conditioned upon the execution by such new owner or occupant of an agreement to make payments in lieu of taxes in an amount of the then-existing non-exempt property assessment, multiplied by the applicable tax rate for the Village of Mukwonago. This obligation shall survive and continue until the expiration of the TID District. In the event Developer receives an exemption from general real estate taxes prior to said date, and/or the Guaranteed Tax Assessed Value is not reached, the Village may exercise its right under the guaranty as provided for under this Agreement.

11. In the event Developer fails to perform its obligations, conditions, agreements or covenants under this Agreement, such circumstance shall constitute an event of default unless the Developer makes the guaranteed payments provided for hereunder. If an event of default occurs such that the actual tax assessed value is less than the Guaranteed Tax Assessed Value, then for the calendar year in which such event occurs, the Developer shall pay the Village an amount equal

to the difference between the net real estate taxes from all taxing jurisdictions that would be payable based on the Guaranteed Tax Assessed Value and the actual taxes due for such calendar year. The guaranty payment shall be due on or before June 20th of each year following the applicable calendar year of such default. In the event that Developer fails to make one or more guaranty payments as described herein, the parties acknowledge that the Village shall have the right, with twenty-one (21) days prior written notice, to impose special assessment or charges for any amount to which it is entitled by virtue of this Agreement and otherwise consistent with the special assessment statute, Wisconsin Statute Section 66.0701, et. seq. Developer's obligation to make guaranteed payments hereunder shall terminate on the earlier of (i) the date the increment created by the TID District generates real property tax revenue equal to the TIF funds paid, plus any interest charges incurred by the Village as a result of such tax payments not being made to the Developer by the Village, or (ii) the date of the expiration of the TID District. In addition, in the event that the Village makes a claim under the Letter of Credit which the Developer has agreed to provide hereunder, the payment shall be first applied to any tax deficiency as provided for hereunder.

12. Should the Village's right to any special assessments or charges arise, these special assessment rights may be exercised pursuant to this paragraph on the Property without notice or hearing. Developer does hereby waive hearing on such special assessment and agrees that an assessment to cover the Village's lost tax revenue is reasonable and benefits the Property. Such special assessments or charges shall be collected in the next succeeding tax roll or as other special assessments or special charges may be. This paragraph constitutes Developer's waiver of notice and its consent to the special assessment and special charges which may be required by law to the extent of an amount equal to the then-remaining balance and any shortfall on the actual tax increment due under this Agreement. This provision shall survive the termination of this Agreement until the Village's loan for the acquisition of the Property, as well as its grant to the Developer has been paid.

13. The parties acknowledge that the special assessment procedure noted herein is not the exclusive method of enforcement of the obligations of this Agreement, and that the Village shall be entitled to pursue those remedies which may be available to it according to law.

14. The term of this Agreement shall commence upon its execution and shall continue until the termination of the TID District. This Agreement shall run with the land and shall be binding upon the successors and assigns of the parties hereto.

15. The Village has entered into this Agreement with Developer on the basis of the identity of the Developer. Therefore, Developer hereby warrants and represents to the Village that prior to the completion of the Project the Developer may not transfer any rights under this Agreement other than collaterally to a lender of Developer's choice, unless approved by the Village, which permission shall not be unreasonably withheld. The Village agrees the Developer may transfer the rights of the development to a wholly owned subsidiary of the Developer or an entity in which the Developer is the primary shareholder and possesses a majority interest or day-to-day operational control. Any violation of this covenant without securing the prior written consent of the Village shall be considered an event of default and the Village shall have the right to pursue its remedies for default payment hereunder.

16. Subject to force majeure, failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement within thirty (30) days after receipt of written notice of default from the Village specifying such default shall be an event of default, provided that if such default cannot be cured within thirty (30) days, such thirty-day period shall be extended to allow for such cure provided the Developer commences the cure within such thirty-day period and diligently pursues the same. In the event that the default is such that immediate harm may result from such default, then the Developer shall be given five (5) days written notice to cure such default.

17. Remedies of Default. Whenever an event of default referred to herein occurs and is continuing, the Village may take any one or more of the following actions:

- (a) The Village may suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the Village, that the Developer will cure its default and continue its performance of this Agreement;
- (b) The Village may take any action, including legal or administrative action in law or equity, which may reasonably be necessary or desirable to enforce performance and the observance of the obligations hereunder.
- (c) The Village may pursue the financial guarantees as provided for above.

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

18. Whenever an event of default occurs and the Village shall employ attorneys or incur other expenses for the collection of payments due or to become due, or for the successful enforcement or performance or observance of any obligations or agreements on the part of the Developer herein contained, the Developer agrees it shall, on demand thereof, pay the Village its attorney fees and such other reasonable expenses so incurred by the Village.

19. The Developer hereby agrees to indemnify and hold harmless the Village, its governing body, members, officers, agents, including independent contractors, consultants, legal counsel, servants and employees (hereinafter collectively referred to as the "Village Indemnified Parties") as and against any and all claims, demands, actions or causes of action, including actual attorney fees, arising from the construction of the development on the Property by the Developer and the operation of this Agreement. Notwithstanding the foregoing, the Developer shall not be required to indemnify the Village against its own breach, intentional, reckless or negligent conduct.

20. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

21. This Agreement may be signed in any number of counterparts with the same effect as if signatures thereto and hereto were on the same instrument.

22. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and may not be amended or modified except through an instrument executed by all parties hereto.

23. If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable, the validity of any one or more phrases, sentences, causes or sections contained in this Agreement shall not affect the remaining provisions or portions of this Agreement.

24. The parties acknowledge that approval for the authority to execute this Agreement has been obtained by the governing body or members of each party.

[SIGNATURE PAGES TO FOLLOW]

DEVELOPER:

THE POINTE APARTMENTS, LLC

By: **MEE Real Estate Holdings LLC**

By:


Michael E. Erkamaa, Member**VILLAGE:**

VILLAGE OF MUKWONAGO

By:


Fred Winchowky, Village President

By:


Diana Dykstra, Village Clerk

Authentication

The signature of Michael E. Erkamaa, as Member of MEE Real Estate Holdings, LLC, the Manager of The Pointe Apartments, LLC, attached to this DEVELOPER GUARANTY AGREEMENT is hereby authenticated on November 18, 2019.

By: 

Joseph E. Tierney IV, Esq.,
Member of State Bar of Wisconsin

State of Wisconsin)
) ss.
Waukesha County)

Personally came before me this 13th day of August, 2019, the above named Fred Winchowky and Diana Dykstra to me know to the be persons who executed the foregoing instrument and acknowledged the same.



Mark G. Blum
Notary Public
State of Wisconsin, Waukesha County
My commission is permanent.



EXHIBIT A
LEGAL DESCRIPTION

316.

EXHIBIT A

PARCEL A:

All that part of the North 1/2 of Section 35, Township 5 North, Range 18 East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at a point on the North line of Section 35, said point being North 89 deg. 14' 54" East 1013.82 feet distant from the North 1/4 corner of said Section; said point also being on the centerline of State Trunk Highway "15"; thence South 13 deg. 34' 00" West along said centerline, 645.48 feet; thence North 88 deg. 03' 00" West, 42.85 feet to a point on the East right-of-way line of the T.M.E.R. & L. Company, said point being on a curve; thence 38.40 feet along said East right-of-way line and the arc of said curve, radius of 4005.88 feet, the center of which lies to the Southeast and a chord bearing South 46 deg. 05' 05" West, 38.40 feet to a point on the West right-of-way line of State Trunk Highway "15"; thence South 13 deg. 34' 00" West, along said West right-of-way line, 400.00 feet to the place of beginning of the parcel hereinafter described; thence continuing South 13 deg. 34' 00" West along the aforementioned West right-of-way line, 400.00 feet; thence North 76 deg. 26' 00" West, perpendicular to said West right-of-way line and along the North right-of-way line of a proposed 66 foot roadway, 250.00 feet; thence North 17 deg. 37' 50" East, 400.99 feet to a point on the aforementioned East right-of-way line; thence South 76 deg. 26' 00" East perpendicular to the West right-of-way line of State Trunk Highway "15", 221.59 feet to the place of beginning.

PARCEL B:

All that part of the Northeast 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 35, Township 5 North, Range 18 East, in the Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 35; thence North 89 deg. 14' 54" East along the North line of said Northeast 1/4, 1013.82 feet to a point on the centerline of Main Street (C.T.H. "ES"); thence South 13 deg. 34' 00" West along said centerline 1482.32 feet; thence North 76 deg. 26' 00" West 310.00 feet to the point of beginning of the parcel hereinafter described; thence continuing North 76 deg. 26' 00" West 139.41 feet to a point on the East right-of-way line of the W.E.P.C.O. right-of-way (former T.M.E.R. & L. CO. right-of-way); said point being on a curve; thence 433.71 feet along said East right-of-way and the arc of said curve, radius of 4005.88 feet, the center of which lies to the Southeast and a chord bearing North 36 deg. 14' 34" East 433.50 feet; thence South 17 deg. 31' 50" West 400.95 feet to the point of beginning.

PARCEL C:

All that part of the North 1/2 of Section 35, Town 5 North, Range 18 East, Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at a point in the North line of Section 35; said point being North 89 deg. 14' 54" East of and 1013.82 feet distant from the North 1/4 corner of said Section; said point also being on the centerline of State Trunk Highway 15, thence South 13 deg. 34' 00" West along said centerline 645.48 feet; thence North 88 deg. 03' 00" West 42.85 feet to a point on the East right-of-way line of T.M.E.R. & L. Company Right-of-way; said point also being on a curve; thence 33.48 feet along said East right-of-way line and the arc of said curve, radius of 4005.80 feet, the center of which lies to the Southeast and a chord bearing South 46 deg. 08' 00" West 33.48 feet to a point on the West Right-of-way line of State Trunk Highway 15, a/k/a Highway ES, and the place of beginning of the parcel hereinafter described; thence South 13 deg. 34' 09" West along said West right-of-way line 400.00 feet; thence North 76 deg. 26' 00" West perpendicular to the aforementioned West right-of-way line 222.28 feet to a point on the East right-of-way line of the T.M.E.R. & L. Company right-of-way; said point also being on a curve; said point to be known as Point "A" for future



EXHIBIT A

reference; thence 457.87 feet along said East right-of-way line and the arc of said curve, radius of 4005.88 feet, the center of which lies to the Southeast and a chord bearing North 42 deg. 37' 10" East 457.62 feet to the place of beginning.

ALSO:

All that part of the North 1/2 of Section 35, Town 5 North, Range 18 East, Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the above described Point "A"; thence North 76 deg. 26' 00" West, 110.63 feet to a point on the West Right-of-Way line of the T.M.E.R. & L. Company Right-of-Way and the place of beginning of the parcel hereinafter described; said point also being on a curve; thence 198.06 feet along said West right-of-way line and the arc of said curve, radius of 4105.88 feet the center of which lies to the Southeast and a chord bearing North 40 deg. 03' 19" East, 198.04 feet to a point on a line meandering the shore of Lower Phantom Lake; thence South 68 deg. 29' 19" West along said meander line 50.00 feet; thence South 31 deg. 15' 37" West 155.81 feet to the place of beginning. Including all those lands lying between the above described meander line and the shore of Lower Phantom Lake.

PARCEL D:

All that part of the Southwest 1/4 of the Northeast 1/4 and Southeast 1/4 of the Northwest 1/4 of Section 35, Town 5 North, Range 18 East, Village of Mukwonago, County of Waukesha, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of Section 35; thence North 89 deg. 14' 54" East along the North line of said Northeast 1/4 1013.82 feet to a point on the centerline of C.T.H. "ES" (Main Street); thence South 13 deg. 34' 00" West along said centerline 1482.32 feet; thence North 76 deg 26' 00" West 310.00 feet to the place of beginning of the parcel hereinafter described; thence continuing North 76 deg 26' 00" West 139.41 feet to a point on the East right-of way line of the W.E.P.CO. right-of-way, said point being on a curve; thence 131.91 feet along said East right-of-way line and the arc of said curve, radius of 4005.88 feet, the center of which lies to the southeast and a chord bearing South 32 deg. 11' 54" West 131.90 feet; thence South 76 deg. 26' 00" East 181.56 feet; thence North 13 deg. 34' 00" East 125.00 feet to the place of beginning.

For informational purposes only

Property Address: 915 Main Street, Mukwonago, WI 53149

Tax Key No.: MUKV 2009.965.001 (Parcel A), MUKV 2009.965.002 (Parcel B), MUKV 2010.977 (Parcel C) and MUKV 2010.978 (Parcel D)



PROPERTY ADDRESS
 THE ADDRESS OF THE SUBJECT PARCEL IS
 815 MAIN ST. WATKINS, WI 53146.

100-YR FLOODPLAIN
 THE SUBJECT PROPERTY IS LOCATED IN ZONE
 "A" OF THE 100-YR FLOODPLAIN
 DATE MAP COMPLETION: JANUARY 5,
 2014. ZONE "A" IS DESCRIBED AS AREA WITH A
 BASE FLOOD ELEVATION OF 781.7.

CONTRACTOR IS ADVISED TO CONTACT WISCONSIN STATE SOIL
 CONSERVATION SERVICE (SCS) FOR A SOIL SURVEY OF THE
 PROPERTY. THE SOIL SURVEY SHOULD BE COMPLETED
 BEFORE THE PROPOSED DEVELOPMENT IS CONSTRUCTED.
 THE SOIL SURVEY SHOULD BE COMPLETED BY THE
 CONTRACTOR AT HIS OWN RISK AND EXPENSE. THE
 CONTRACTOR IS ADVISED THAT THE SOIL SURVEY IS
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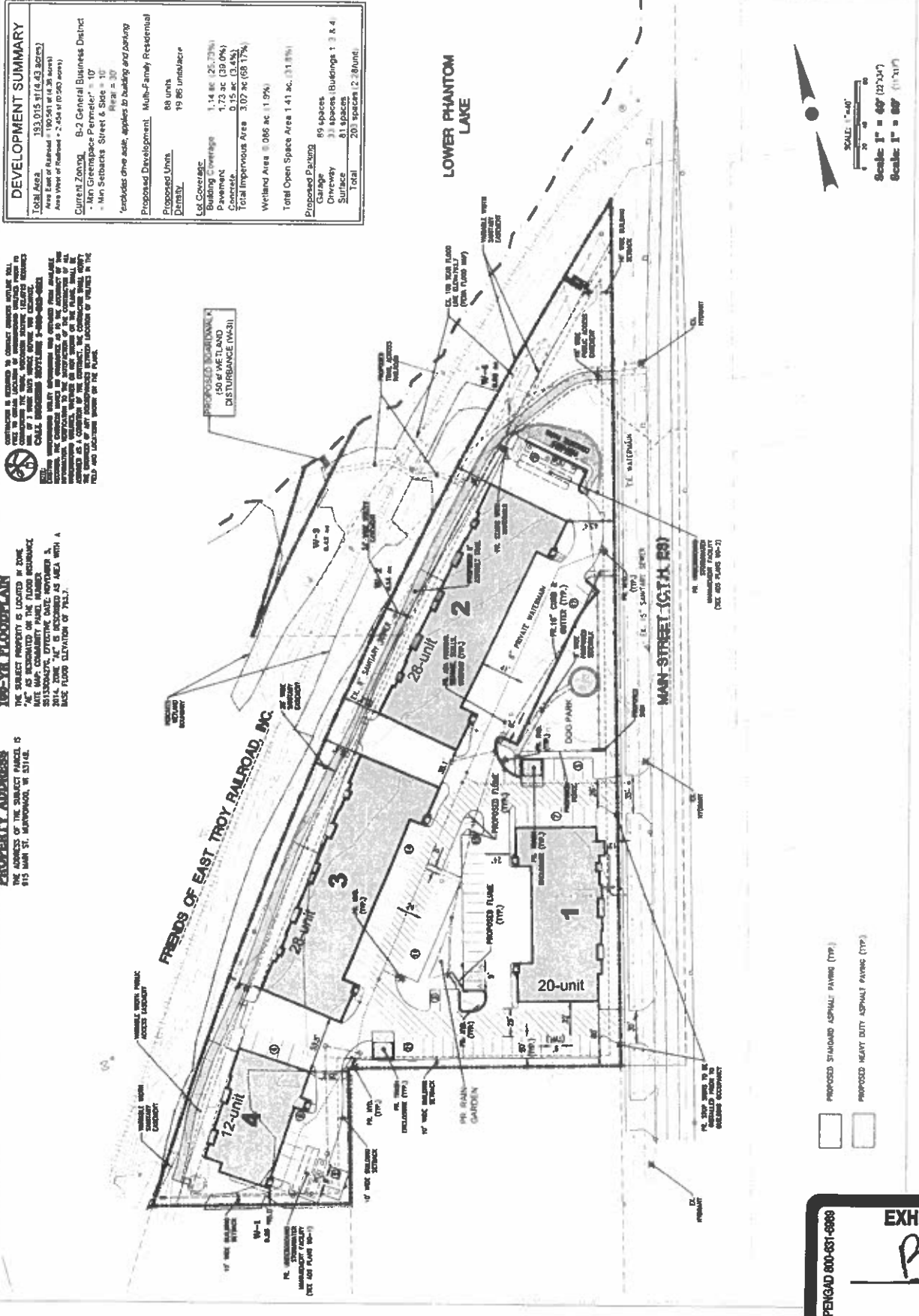
DEVELOPMENT SUMMARY

Total Area	193.015 sf (4.43 acres)
Area East of Railroad	190.561 sf (4.38 acres)
Area West of Railroad	2.454 sf (0.06 acres)
Current Zoning	B-2 General Business District
Min. Lot Area	10,000 sq. ft.
Min. Setback	Street & Side = 10'
Min. Front Yard Setback	10'
Min. Rear Yard Setback	10'
Proposed Development	Multi-Family Residential
Proposed Units	88 units
Proposed Density	19.85 units/acre
Lot Coverage	
Building Coverage	1.14 ac (25.73%)
Pavement	1.73 ac (36.04%)
Grass	0.05 ac (1.11%)
Total Impervious Area	3.07 ac (68.17%)
Welland Area	0.06 ac (1.19%)
Total Open Space Area	1.41 ac (31.81%)
Proposed Parking	
Garage	85 spaces
Driveway	33 spaces
Surface	81 spaces
Total	201 spaces (2.28 unit)

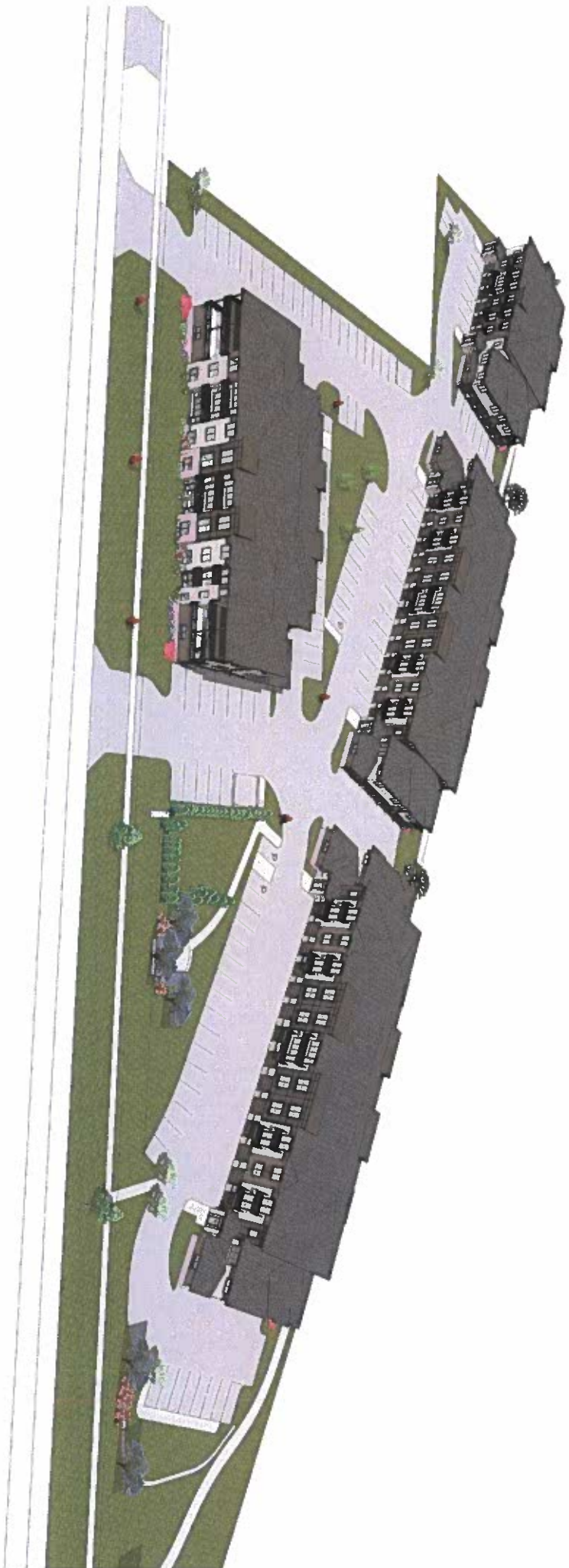


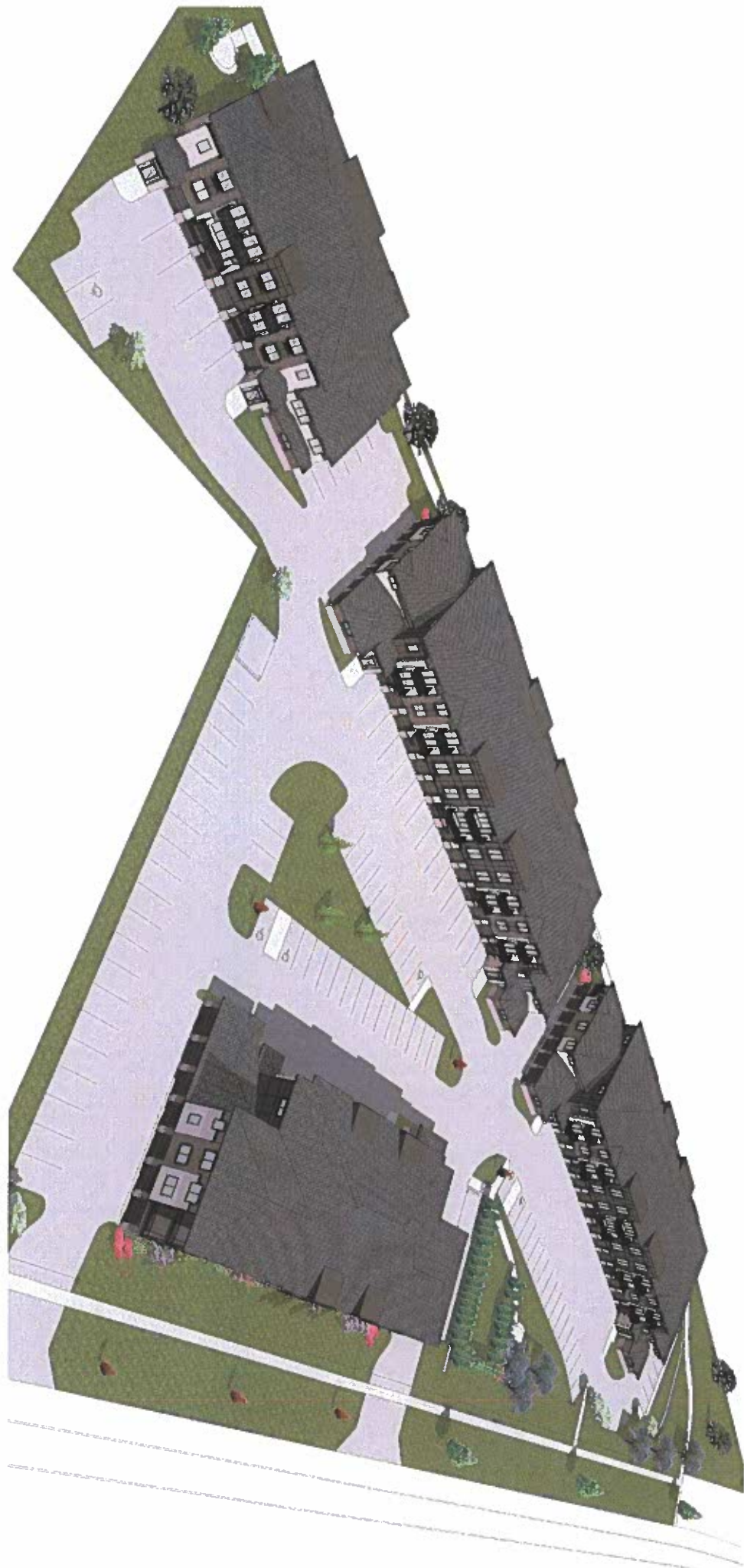
PROJECT:
THE POINT APARTMENTS
PREPARED FOR:
VILLAGE OF WATKINS, WISCONSIN
ADDRESS:
PO BOX 82555
LINCOLN, NE 68501-2555

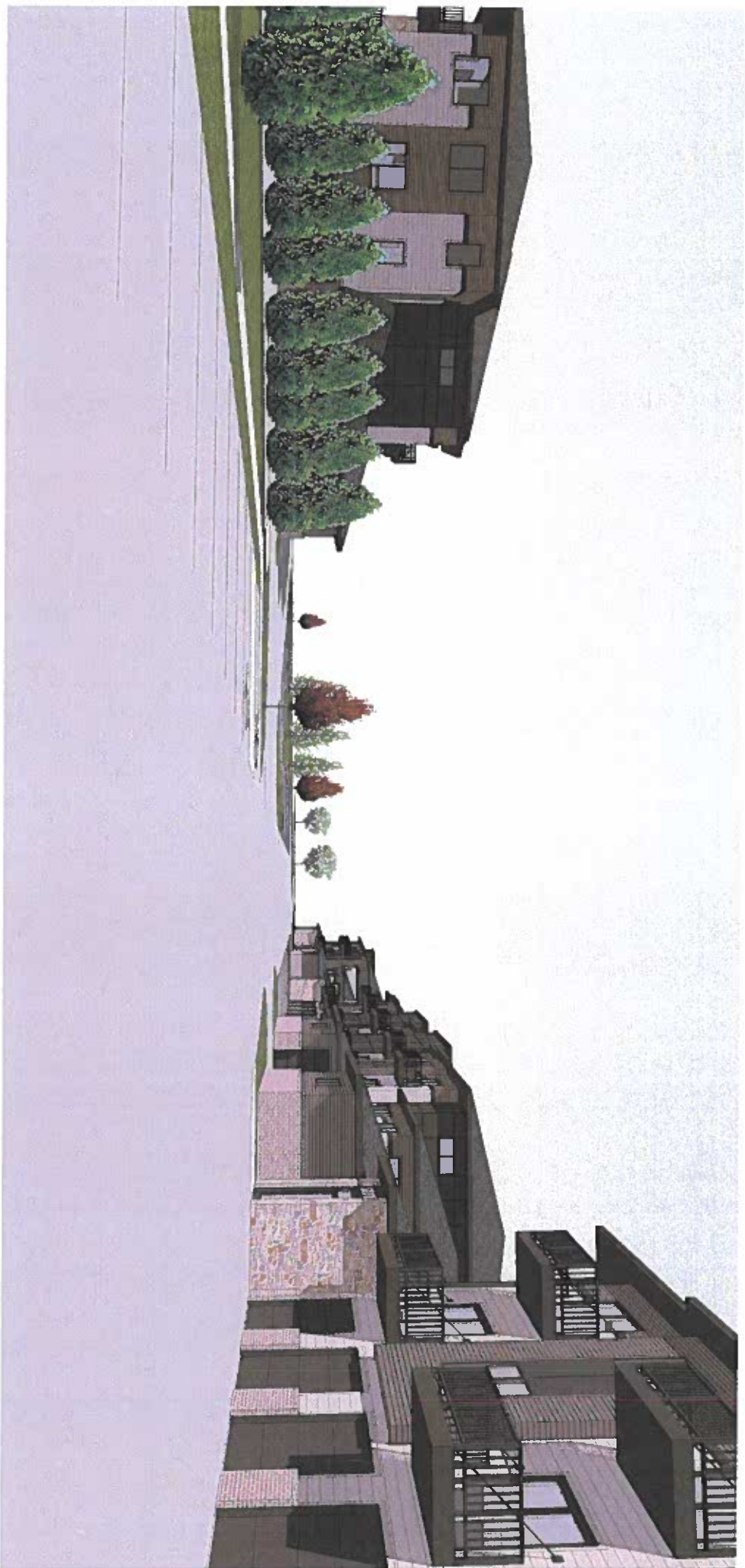
DATE	OCTOBER 18, 2018
JOB NUMBER	18006-1059
DESCRIPTION	PROPOSED SITE PLAN
SHEET	C1.1



PENGAD 800-831-6988
EXHIBIT
B











156
SERIES

Village of Mukwonago - 12plex

Mukwonago, WI

2019 04 11



951
OF 1000

Village of Mukwonago - 21-plex Mukwonago, WI ZONE 04, II

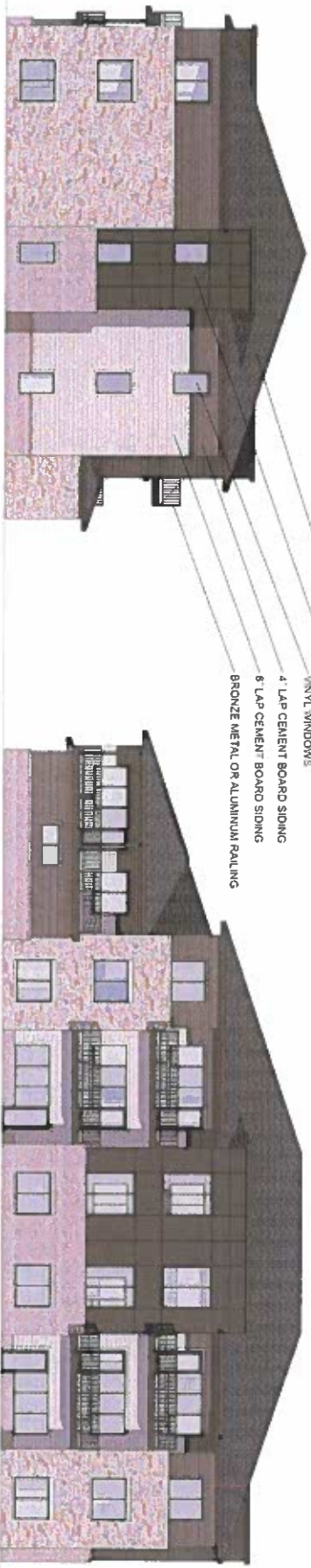


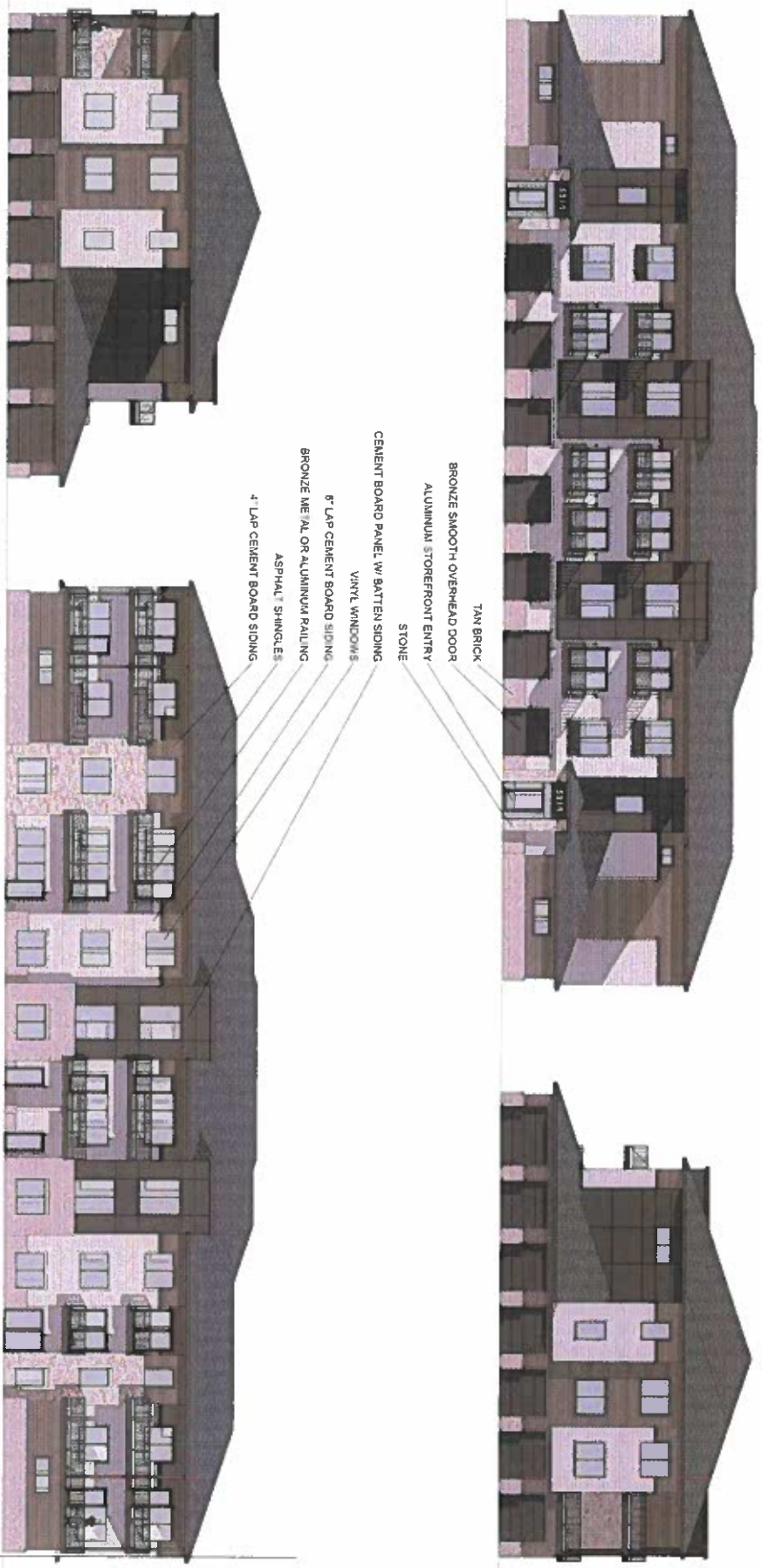
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DIERKS

Village of Mukwonago - 28-plex

Mukwonago, WI

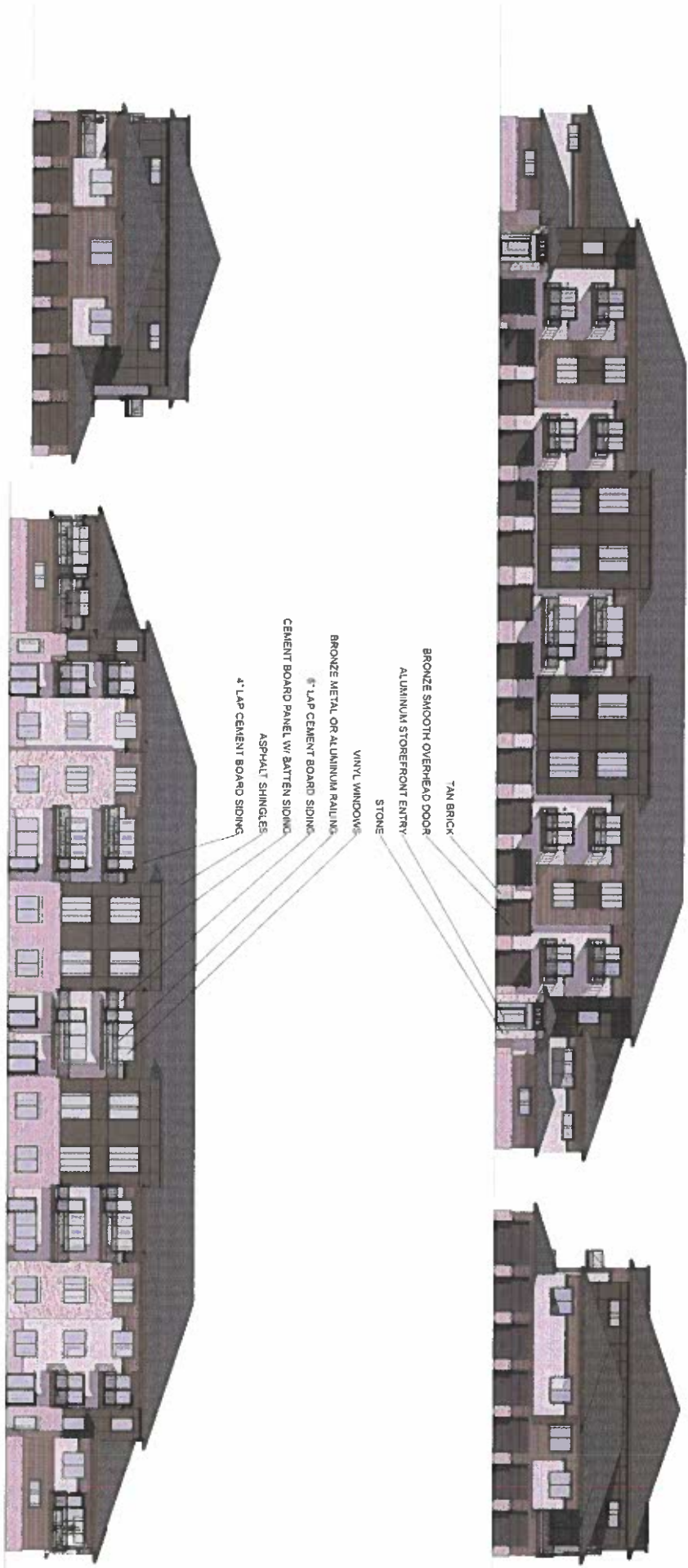
2009.04.11

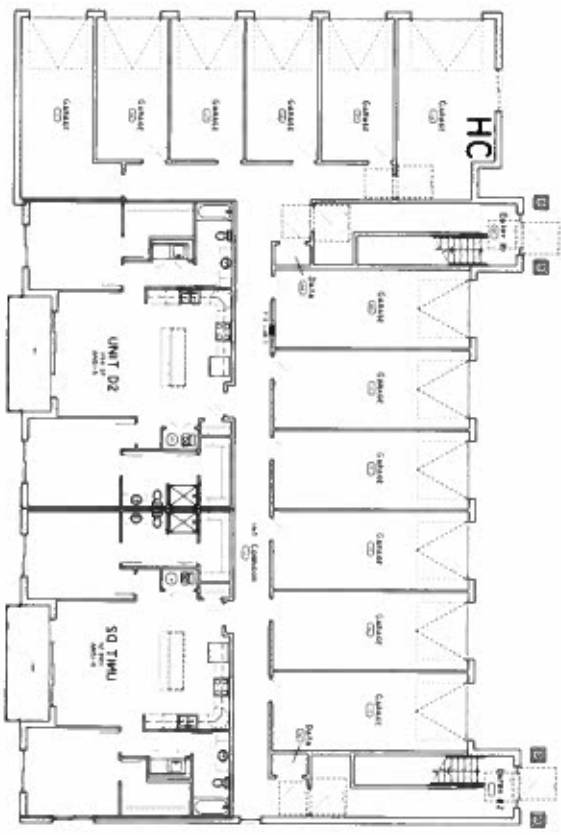




village of Mukwonago - 28-plex
Mukwonago, WI
2019 Q4 II

village of Mukwonago - 21-plex
Mukwonago, WI
2019 Q4 III



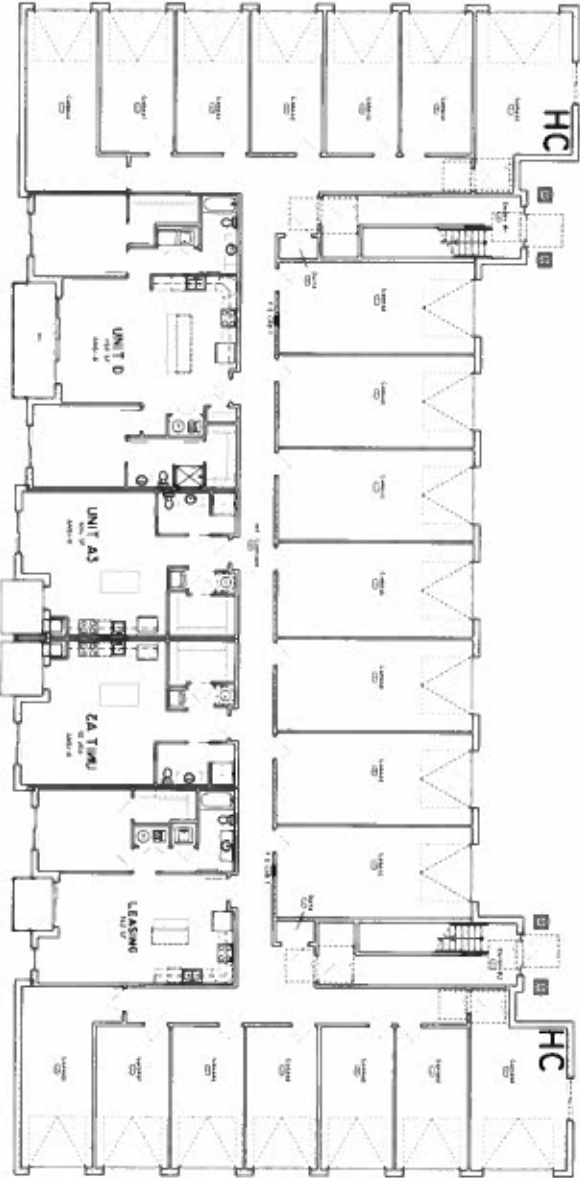


MAIN LEVEL PLAN

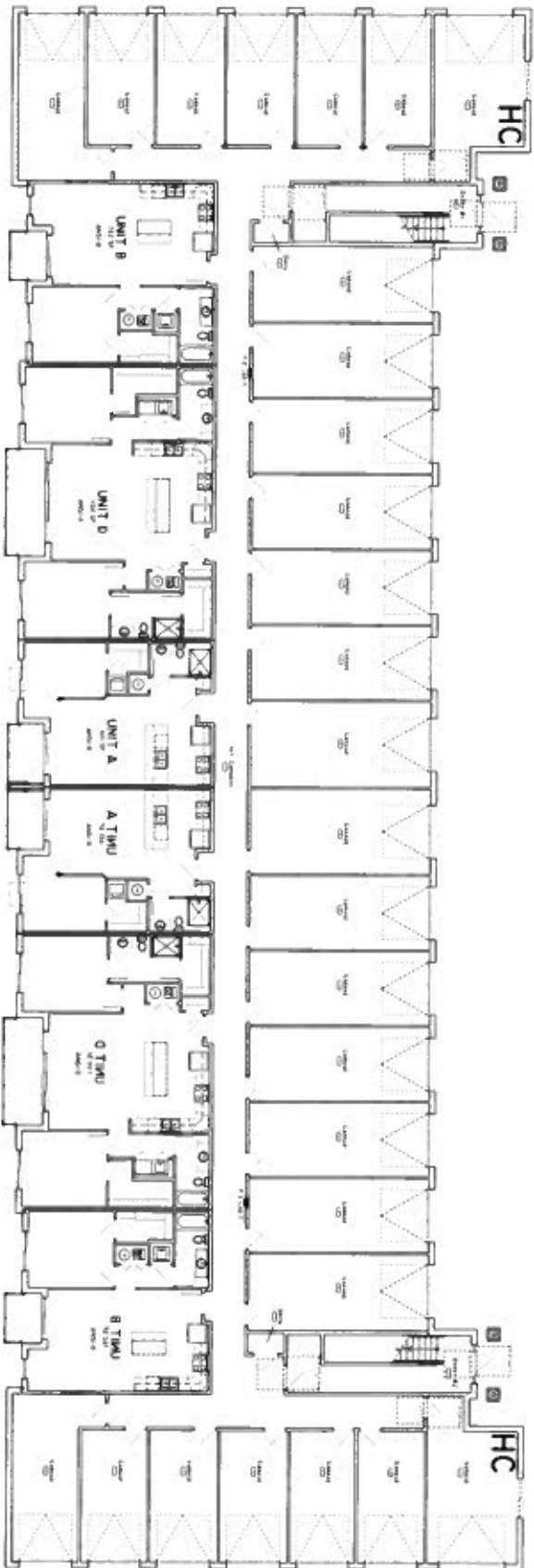
Village of Mukwonago • 12-plex

Mukwonago, WI

2019 G.A. II



MAIN LEVEL PLAN

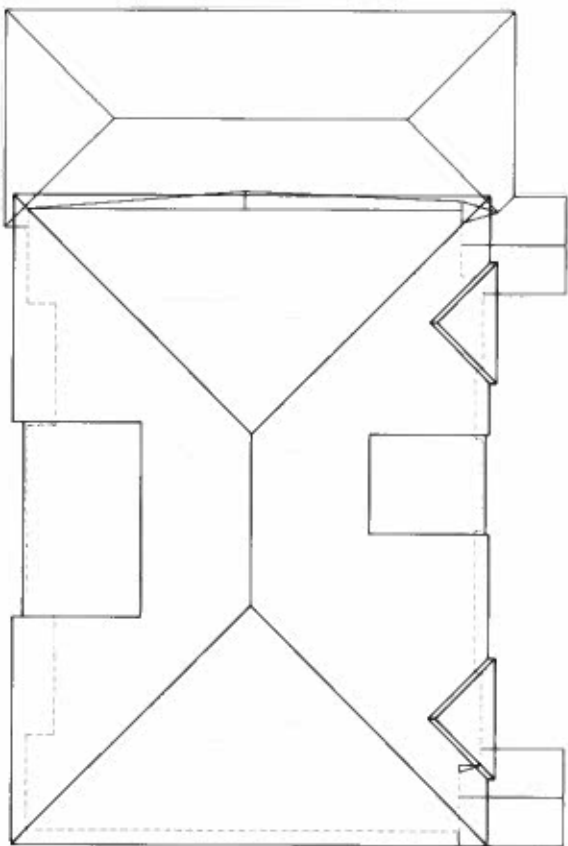


MAIN LEVEL PLAN
1/8" = 1'-0"

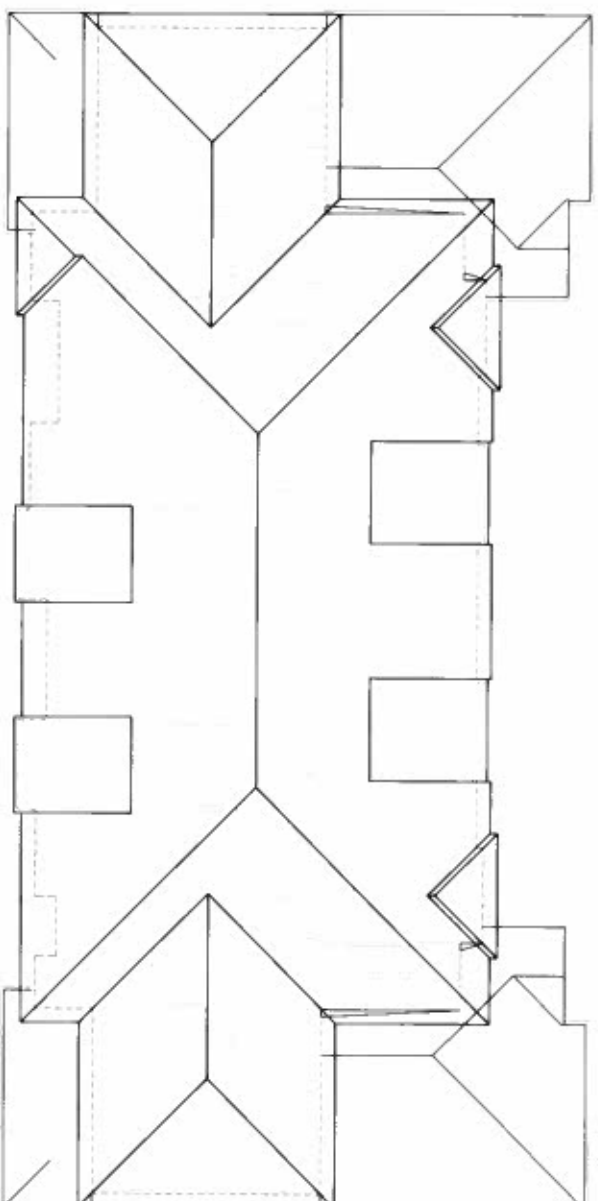
Village of Mukwonago - 28-plex

Mukwonago, WI

2009.04.11



ROOF PLAN
1/8" = 1'-0"

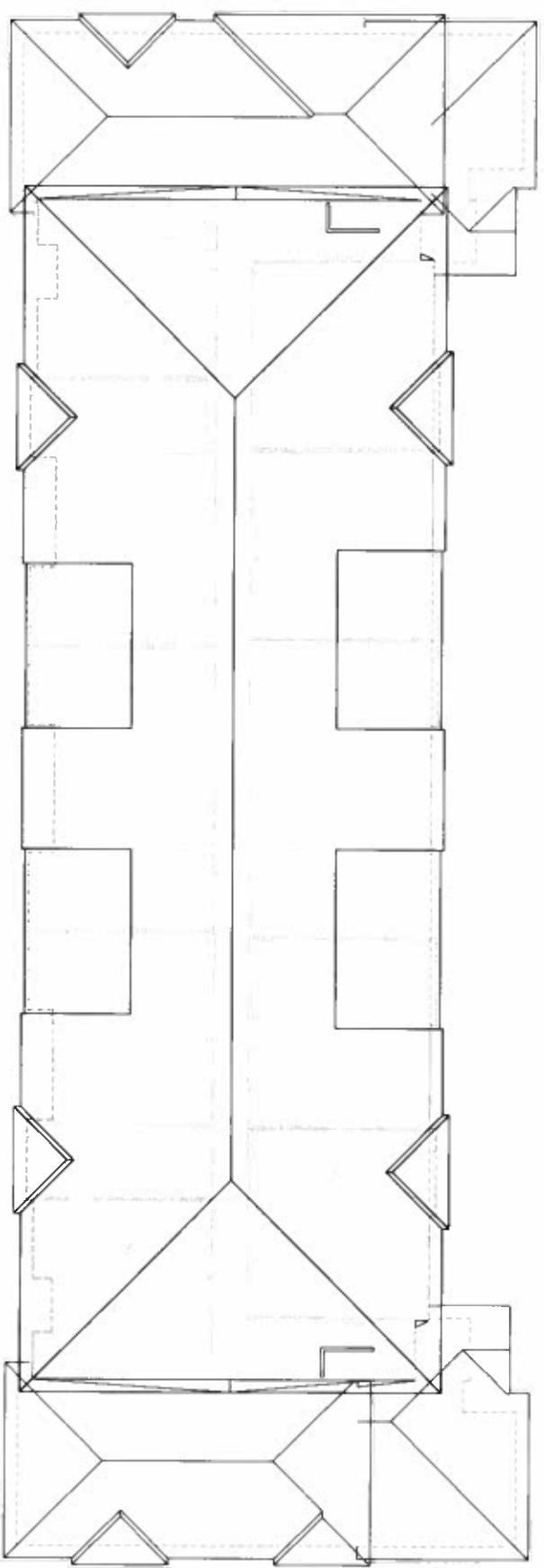


ROOF PLAN
0' 1' 2'

Village of Mukwonago 21-plex

Mukwonago, WI

2019 G.A. III

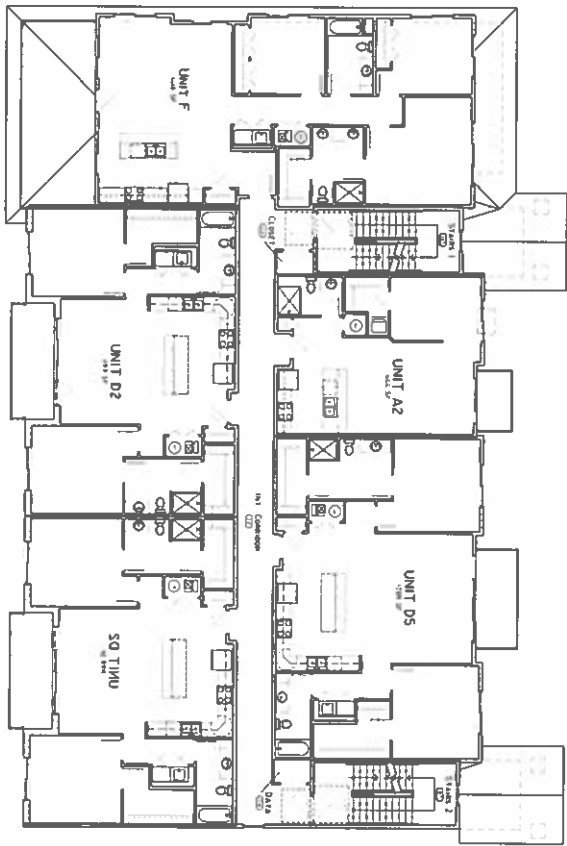


Roof Plan
1/8" = 1'-0"

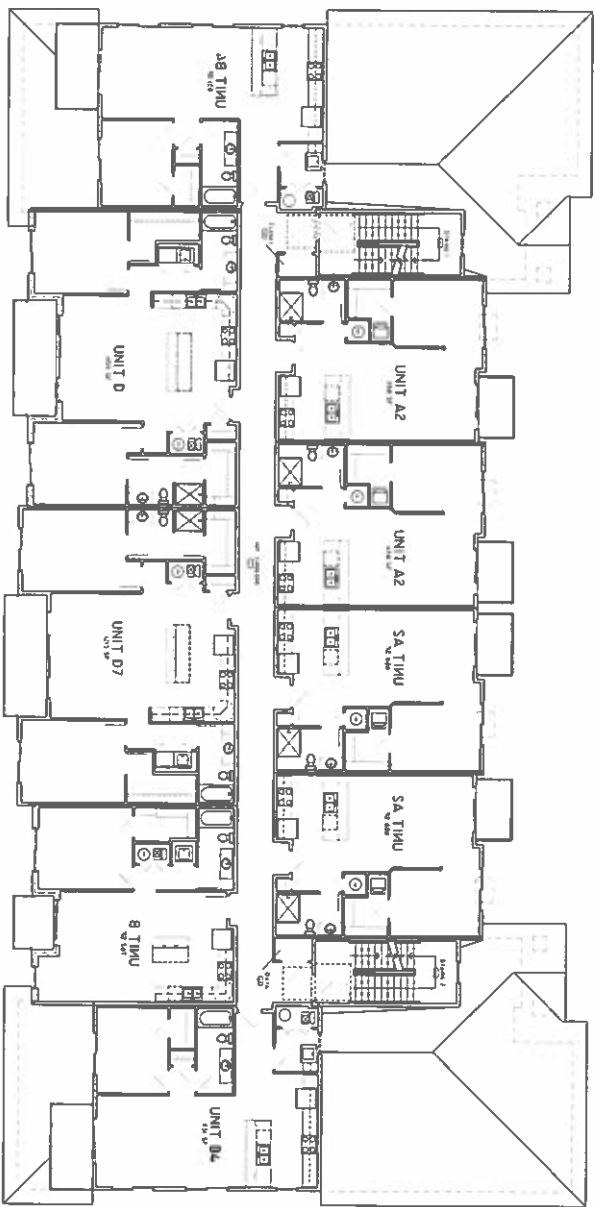
Village of Mukwonago - 28-plex

Mukwonago, WI

2010 G.L. #



SECOND LEVEL PLAN
1/8" = 1'-0"



SECOND LEVEL PLAN
1/8" = 1'-0"

Village of Mukwonago - Z1-plex

Mukwonago, WI

2019 Oct. 11

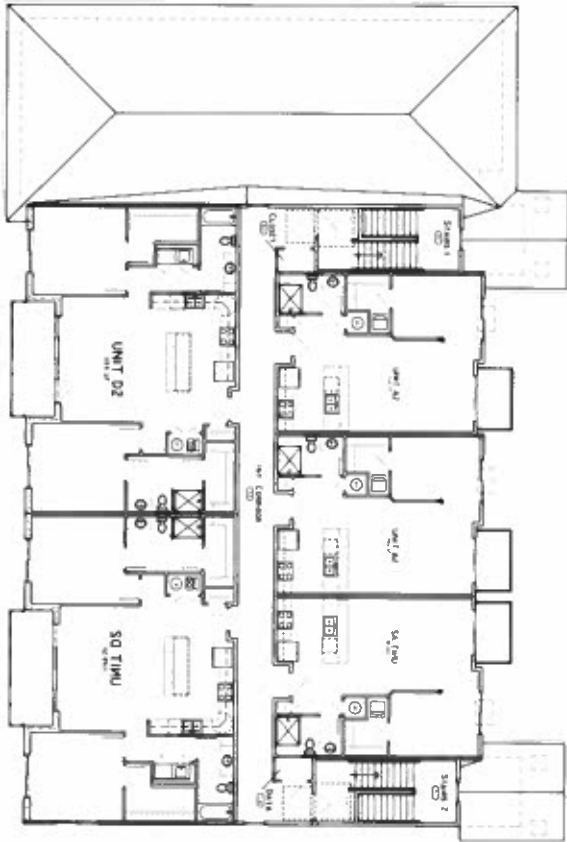


SECOND LEVEL PLAN
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

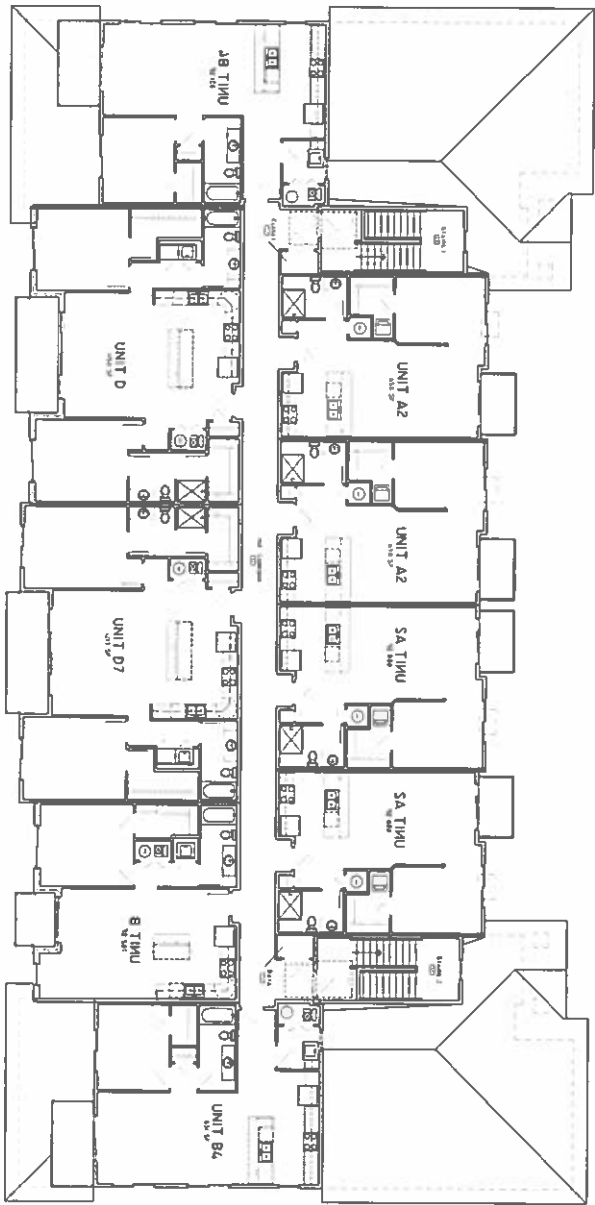
Village of Mukwonago - 28-plex

Mukwonago, WI

2019 PL II



THIRD LEVEL PLAN
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

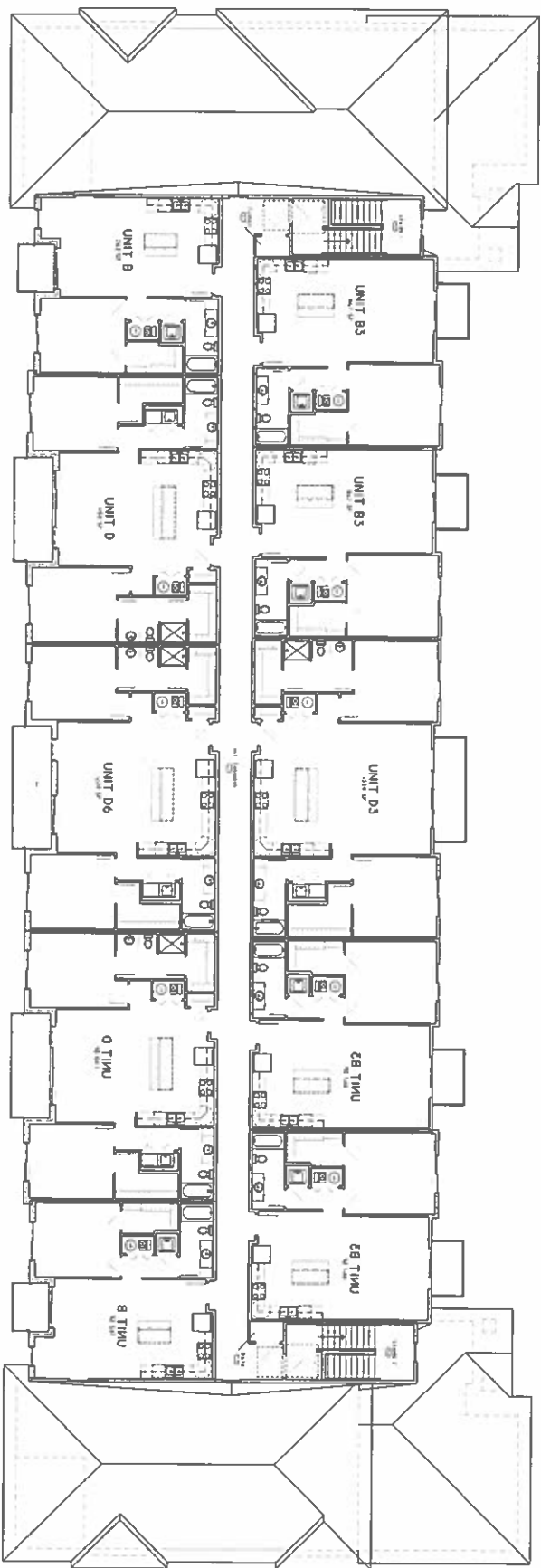


THIRD LEVEL PLAN
1" = 10'-0"

Village of Mukwonago - 21-plex

Mukwonago, WI

2019 06.18



THIRD LEVEL PLAN
0 10' 0"

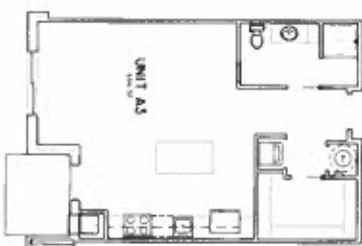
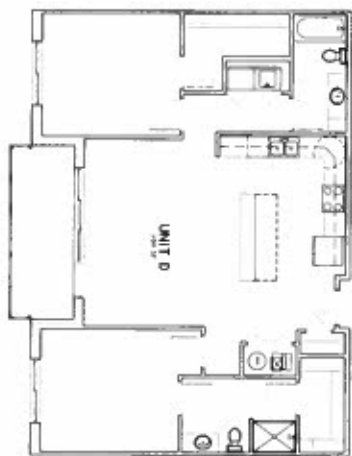
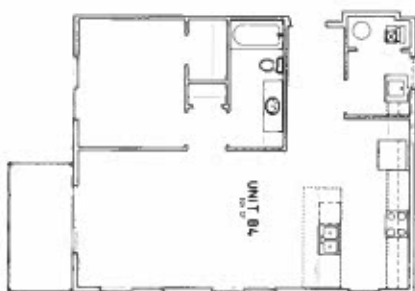
Village of Mukwonago - 28-plex

Mukwonago, WI

2019 A.C. III



ENLARGED UNIT PLANS
1/8" = 1'-0"

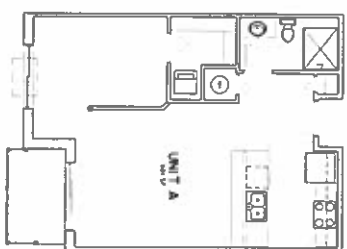
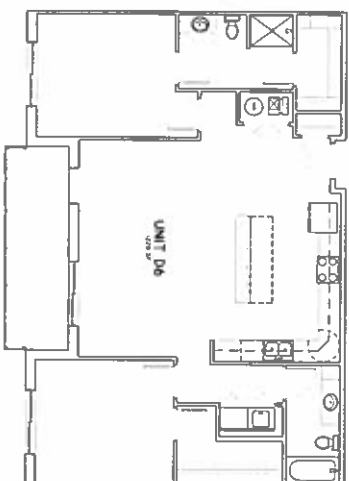
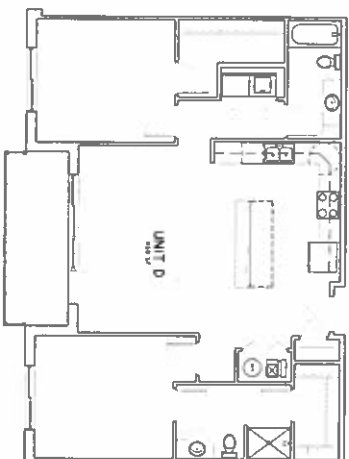
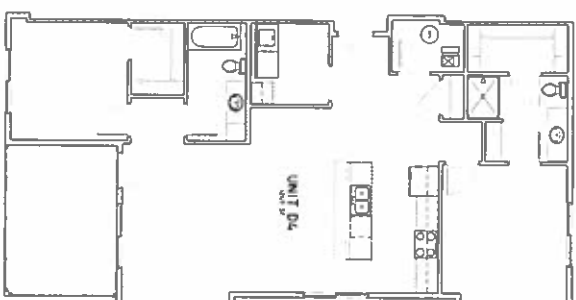
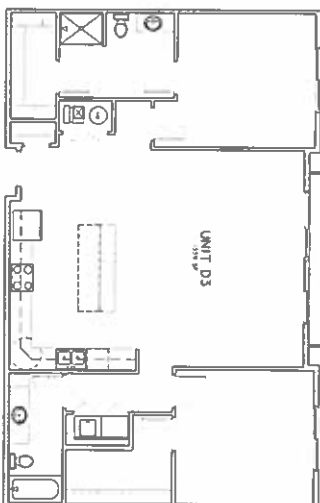
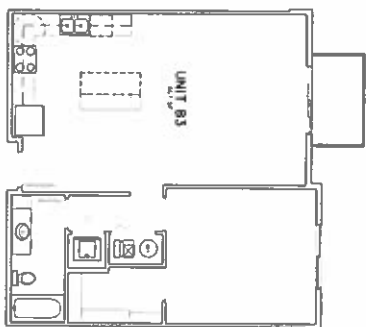


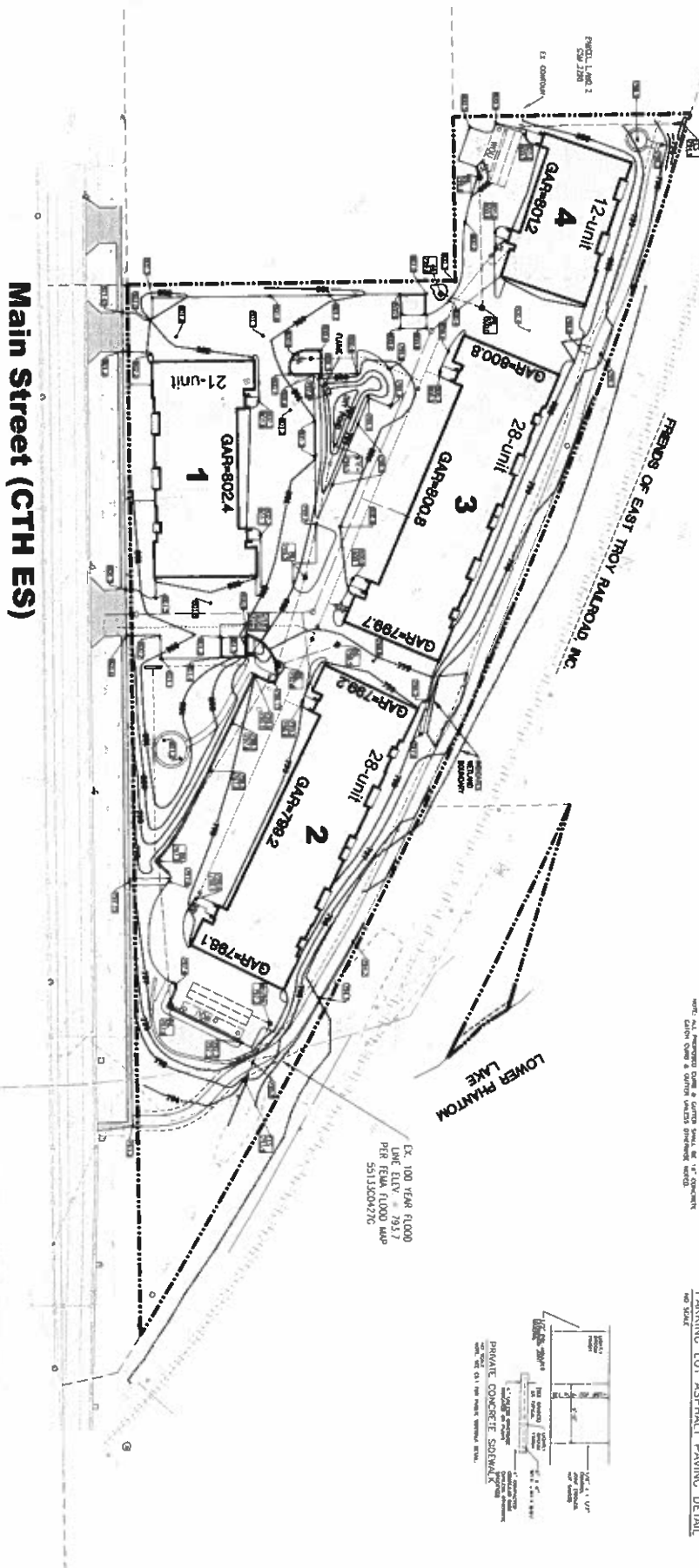
ENLARGED UNIT PLANS

Village of Mukwonago - 21-plex

Mukwonago, WI

2019 G.L. II





 CONTRIBUTION IS REQUIRED TO CONTACT PEOPLE WHOSE TOLL FREE NUMBERS ARE LISTED IN THE DIRECTORY OF THE NATIONAL UNION OF PUBLIC EMPLOYEES. CONTRIBUTORS WILL BE REQUIRED TO PROVIDE THE NAME, ADDRESS AND PHONE NUMBER OF THE PERSONS TO BE CONTACTED. CONTRIBUTORS WILL BE REQUIRED TO PROVIDE THE NAME, ADDRESS AND PHONE NUMBER OF THE PERSONS TO BE CONTACTED. CONTRIBUTORS WILL BE REQUIRED TO PROVIDE THE NAME, ADDRESS AND PHONE NUMBER OF THE PERSONS TO BE CONTACTED.

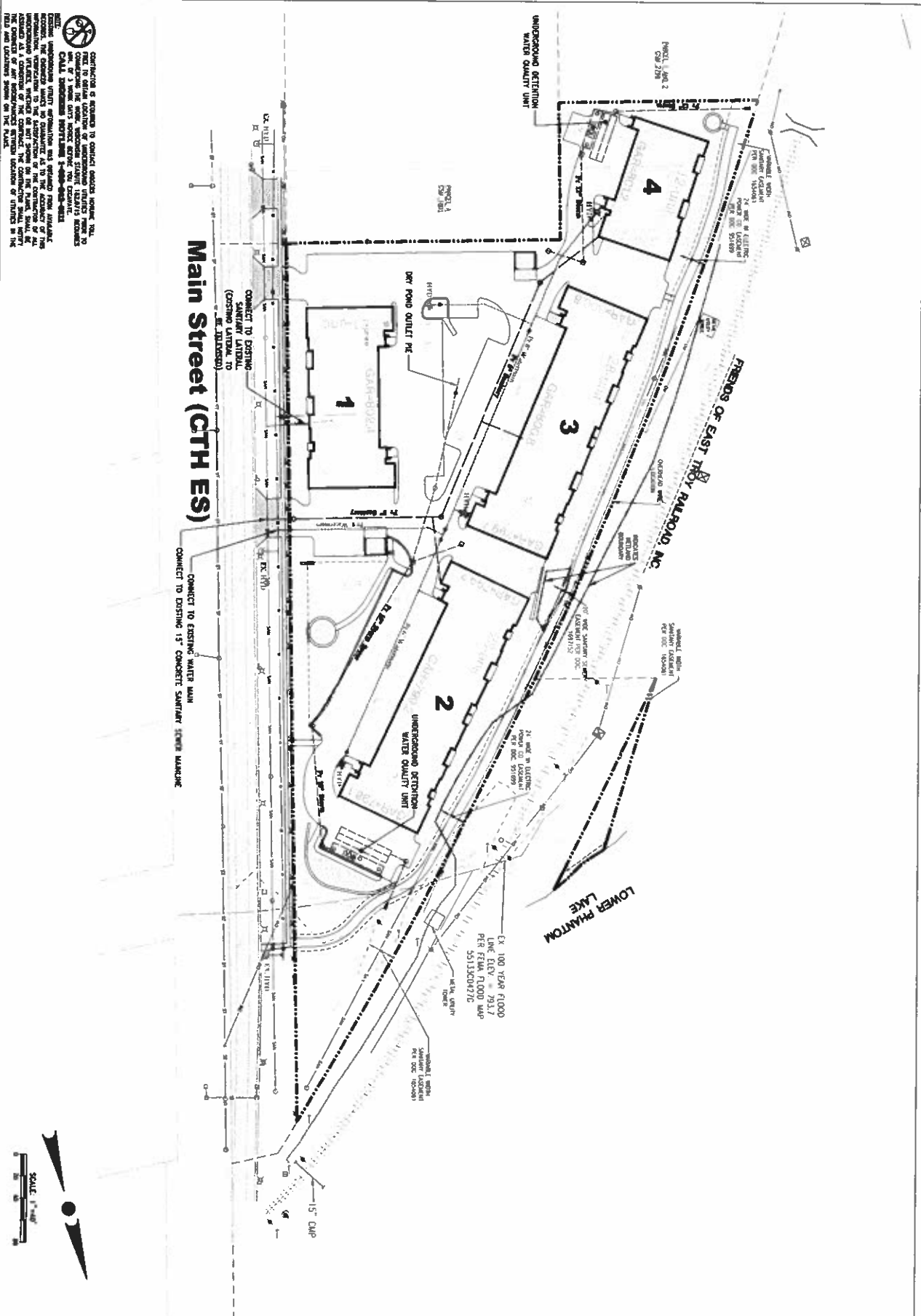
Main Street (CTH ES)

SCALE: 1"=40'

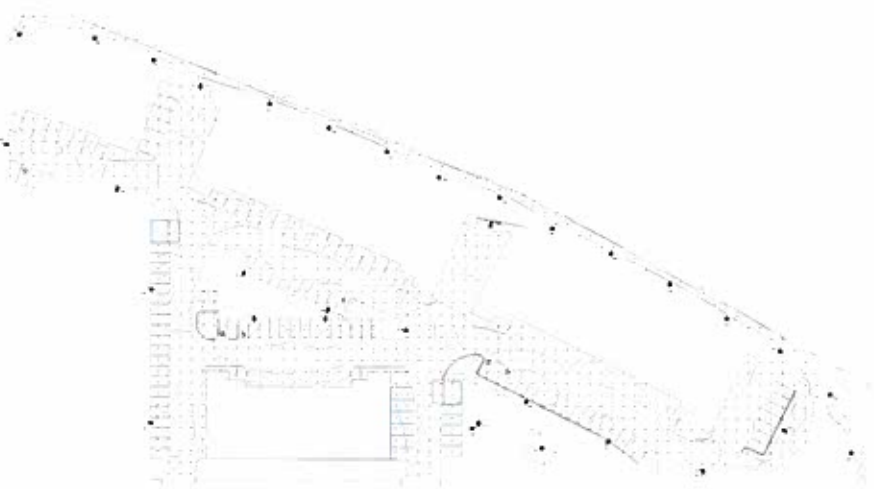
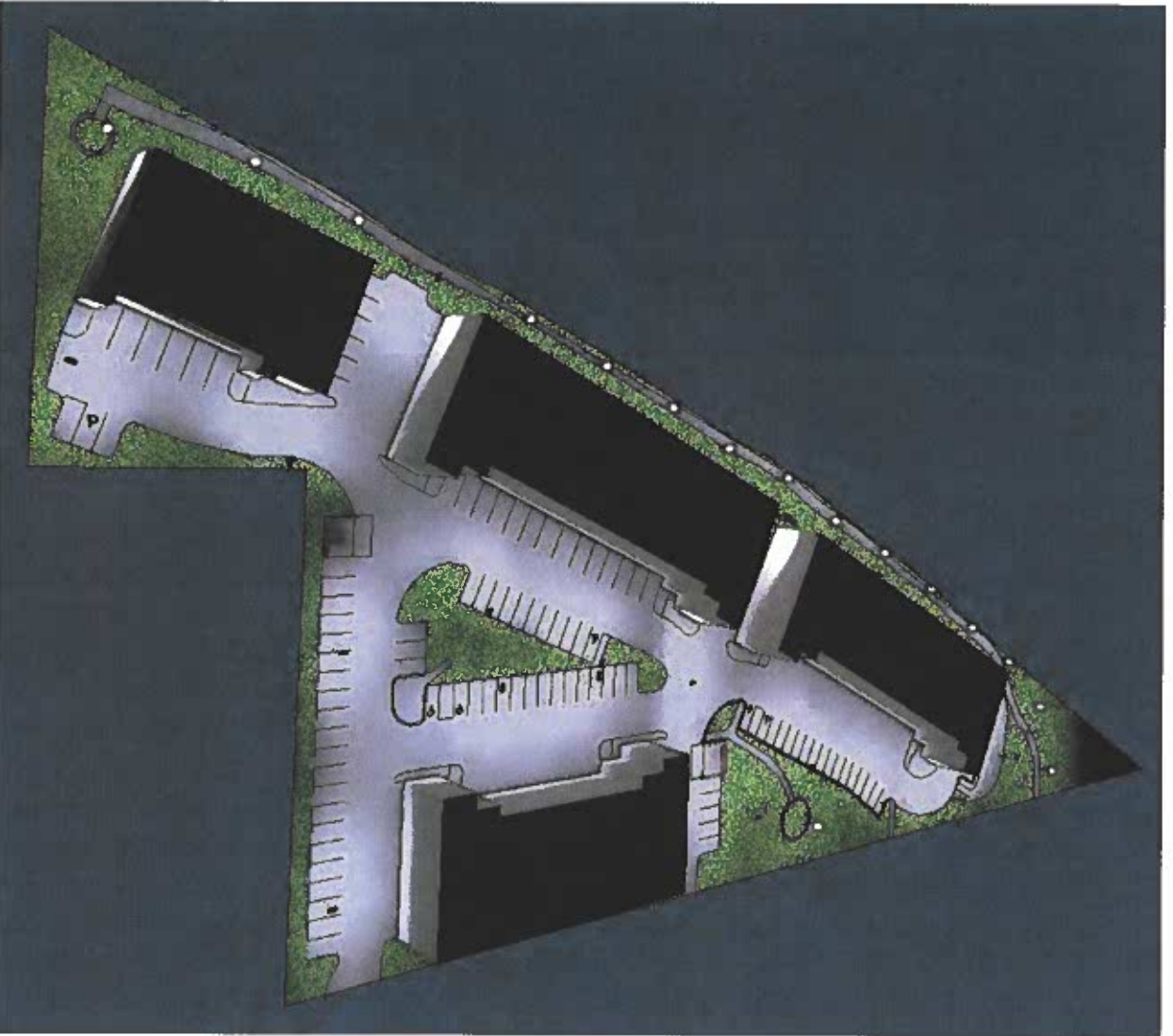
DATE	DESCRIPTION	AMOUNT	CHECK NO.
APRIL 1, 2018	PROPOSED Grading Plan		

PROJECT:
MUKWONAGO APARTMENTS
VILLAGE OF MUKWONAGO, WISCONSIN
PREPARED FOR:
ASSURTY
PO BOX 82533
LINCOLN, NE 68601-2533





 		PROJECT: MUKWONAGO APARTMENTS VILLAGE OF MUKWONAGO, WISCONSIN PREPARED FOR: ASSURTY PO BOX 82633 LINCOLN, NE 68601-2633																								
DATE: APRIL 11, 2016	JOB NUMBER: 9000-0008	<table border="1"> <tr> <th>REVISION HISTORY</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REVISION HISTORY	DATE	DESCRIPTION																					
REVISION HISTORY	DATE	DESCRIPTION																								
DESTRUCTION: Proposed Utility Plan		SHEET 4 OF 4																								



ILLUMINANCE (FC)			
Avg	Max	Min	
0.0	1.9	0.1	

MUNWANGO APARTMENTS
SITE LIGHTING CALCULATIONS
BP PROJECT #: 1071.002
SCALE: 1" = 50'-0" ON 24X36



TYPE 1

Domus 50 is one of the most versatile luminaires offered by Lumec. This classic shape was one of the first in a line of pioneering Lumec designs. Domus offers a subtly refined design that balances shape, dimension and proportion.

Project _____

Location _____

Cat. No. _____

Type: _____

Lamps _____ Qty _____

Notes _____

Calculated with 20'-0"
pole and 3'-0" base

Ordering guide: Luminaire

Example DMS50-90W80LED4K-T-ACDR-LE3F-120-DMG-SMB-RCD-PHB-BKTX

Series	LED module	Lamp type	Globe material	Optical system	Voltage	Driver options
DMS50		T				
DMS50 Domus	4000K 35W32LED4K 55W32LED4K 55W48LED4K 70W64LED4K 72W32LED4K 80W48LED4K 90W80LED4K 108W48LED4K 110W64LED4K 135W80LED4K 145W64LED4K 180W80LED4K 3000K 35W32LED3K 55W32LED3K 55W48LED3K 70W64LED3K 72W32LED3K 80W48LED3K 90W80LED3K 108W48LED3K 110W64LED3K 135W80LED3K 145W64LED3K 180W80LED3K	T	ACDR Acrylic globe	Globe LE2A ¹ Type II (ASYM) with globe LE3A ¹ Type III (ASYM) with globe LE4A ¹ Type IV (ASYM) with globe Sag lens LE2S Type II (ASYM) Sag glass lens LE3S Type III (ASYM) Sag glass lens LE4S Type IV (ASYM) Sag glass lens LE5S ¹ Type V (SYMM) Sag glass lens Flat lens LE2F Type II (ASYM) Flat glass lens LE3F Type III (ASYM) Flat glass lens LE4F Type IV (ASYM) Flat glass lens LE5F Type V (SYMM) Flat glass lens	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	AST ¹ Pre-set, progressive start-up CLU ¹ Pre-set, manage lumen depreciation DALI ¹ Pre-set, compatible with the DALI control system OTL ¹ Pre-set to signal end of life of the lamp DMG 0-10V CDMGP ¹ Dimming level set by user CDMGE25 ¹ 8 hrs. 25% reduction CDMGES0 ¹ 8 hrs. 50% reduction CDMGES75 ¹ 8 hrs. 75% reduction CDMGM25 ¹ 6 hrs. 25% reduction CDMGM50 ¹ 6 hrs. 50% reduction CDMGM75 ¹ 6 hrs. 75% reduction CDMG525 ¹ 4 hrs. 25% reduction CDMG550 ¹ 4 hrs. 50% reduction CDMG575 ¹ 4 hrs. 75% reduction

Ordering guide (continued)

Adaptors	Luminaire options	Poles & Brackets	Finish
MA1 1 1/4" NPT threaded hole adaptor MA2 1 1/2" NPT threaded hole adaptor SMA ¹ Decorative retro side-mounted cast-aluminum, accepts tubes from 1 5/8" to 2 3/8" SMB Decorative contemporary side-mounted cast-aluminum, accepts tubes from 1 5/8" to 2 3/8"	BO Bridge and Overpass DE1 Decorative deflector HS House side shield PH7 Photoelectric cell, bottom type PH8 ^{2,4} Photoelectric cell, extended life PH9 ^{2,4} Shorting cap PHXL ^{2,4} Photoelectric cell, extended life RC ^{2,5} Receptacle 3 pins RCD ^{2,5} Receptacle 5 pins RCD7 ^{2,5} Receptacle 7 pins SP2 Surge protector	Consult signify.com/outdoorluminaires for details and the complete line of Signify poles and brackets	BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammer tone gold WHTX Textured white

Footnotes

- Not available with HS option
- SMA or SMB adaptors is required for this option
- Not available 347-480 volt
- Luminaire option RC, RCD or RCD7 is required with this options
- Use of photoelectric cell or shorting cap is required to ensure proper illumination
- Globe Material ACDR is required with this optical system
- Only 3 pin receptacle RC is available with SMA adaptor

Coordinate with architect/owner

DMS50 Domus LED Pendant

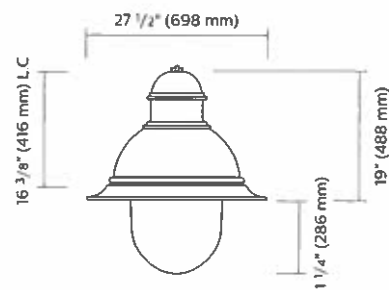
Urban Luminaire

TYPE 1

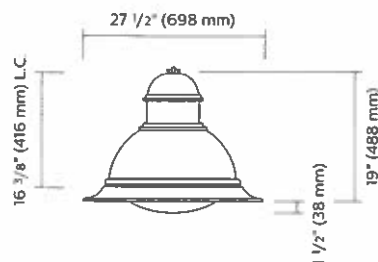
Dimensions

EPA 1.35 ft² max.

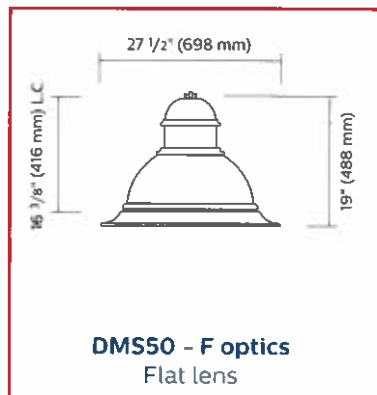
Weight: 42 lbs (19.1kg) max.



DMS50 - A optics
Long drop globe



DMS50 - S optics
Sag lens



DMS50 - F optics
Flat lens

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
35°C	700 mA	>100,000 hours	>60,000 hours	>86%

LED Wattage and Lumen Values: 4000K Domus luminaire

Flat lens

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2F			Type LE3F			Type LE4F			Type LE5F		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED4K-T	32	350	37	4000K	4,039	109	B1-U0-G1	3,934	106	B1-U0-G1	3,895	105	B1-U0-G1	3,925	106	B3-U0-G1
DMS50-55W32LED4K-T	32	530	55	4000K	5,808	106	B1-U0-G1	5,657	103	B1-U0-G1	5,602	102	B1-U0-G2	5,644	103	B3-U0-G1
DMS50-72W32LED4K-T	32	700	73	4000K	7,312	101	B2-U0-G1	7,122	98	B1-U0-G2	7,052	97	B1-U0-G2	7,105	98	B3-U0-G2
DMS50-55W48LED4K-T	48	350	54	4000K	6,041	113	B1-U0-G1	5,883	110	B1-U0-G1	5,826	109	B1-U0-G2	5,870	110	B3-U0-G1
DMS50-80W48LED4K-T	48	530	80	4000K	8,641	108	B2-U0-G2	8,417	105	B2-U0-G2	8,335	104	B2-U0-G2	8,398	105	B3-U0-G2
DMS50-108W48LED4K-T	48	700	106	4000K	10,852	103	B2-U0-G2	10,570	100	B2-U0-G2	10,467	99	B2-U0-G2	10,546	100	B4-U0-G2
DMS50-70W64LED4K-T	64	350	69	4000K	7,856	113	B2-U0-G1	7,709	111	B1-U0-G2	7,697	111	B1-U0-G2	7,643	110	B3-U0-G2
DMS50-110W64LED4K-T	64	530	105	4000K	11,261	107	B2-U0-G2	11,050	105	B2-U0-G2	11,034	105	B2-U0-G2	10,955	104	B4-U0-G2
DMS50-145W64LED4K-T	64	700	141	4000K	14,148	101	B3-U0-G2	13,883	99	B2-U0-G2	13,862	99	B2-U0-G2	13,763	98	B4-U0-G2
DMS50-90W80LED4K-T	80	350	86	4000K	9,806	114	B2-U0-G2	9,623	112	B2-U0-G2	9,608	112	B2-U0-G2	9,540	111	B4-U0-G2
DMS50-135W80LED4K-T	80	530	131	4000K	14,008	107	B3-U0-G2	13,745	105	B2-U0-G2	13,724	105	B2-U0-G2	13,626	104	B4-U0-G2
DMS50-180W80LED4K-T	80	700	174	4000K	17,483	100	B3-U0-G2	17,144	98	B3-U0-G2	17,269	99	B3-U0-G3	17,115	98	B4-U0-G2

¹ System input wattage may vary based on input voltage, by up to +/- 10%, and based on manufacturer forward voltage, by up to +/- 8%.

² Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Note: Some data may be scaled based on tests of similar, but not identical, luminaires.

DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

LED Wattage and Lumen Values: 3000K Domus luminaire

Flat lens

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2F			Type LE3F			Type LE4F			Type LE5F		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED3K-T	32	350	37	3000K	3,641	98	B1-U0-G1	3,547	96	B1-U0-G1	3,512	95	B1-U0-G1	3,538	95	B2-U0-G1
DMS50-55W32LED3K-T	32	530	55	3000K	5,237	95	B1-U0-G1	5,101	93	B1-U0-G1	5,051	92	B1-U0-G1	5,089	93	B3-U0-G1
DMS50-72W32LED3K-T	32	700	73	3000K	6,592	91	B2-U0-G1	6,421	88	B1-U0-G1	6,358	87	B1-U0-G2	6,406	88	B3-U0-G1
DMS50-55W48LED3K-T	48	350	54	3000K	5,446	102	B1-U0-G1	5,305	99	B1-U0-G1	5,253	98	B1-U0-G2	5,292	99	B3-U0-G1
DMS50-80W48LED3K-T	48	530	80	3000K	7,791	97	B2-U0-G1	7,589	95	B1-U0-G2	7,515	94	B1-U0-G2	7,571	95	B3-U0-G2
DMS50-108W48LED3K-T	48	700	106	3000K	9,784	93	B2-U0-G2	9,530	90	B2-U0-G2	9,437	89	B2-U0-G2	9,508	90	B4-U0-G2
DMS50-70W64LED3K-T	64	350	69	3000K	7,083	102	B2-U0-G1	6,951	100	B1-U0-G2	6,940	100	B1-U0-G2	6,891	99	B3-U0-G2
DMS50-110W64LED3K-T	64	530	105	3000K	10,153	96	B2-U0-G2	9,963	95	B2-U0-G2	9,948	94	B2-U0-G2	9,877	94	B4-U0-G2
DMS50-145W64LED3K-T	64	700	141	3000K	12,756	91	B3-U0-G2	12,517	89	B2-U0-G2	12,498	89	B2-U0-G2	12,409	88	B4-U0-G2
DMS50-90W80LED3K-T	80	350	86	3000K	8,842	103	B2-U0-G2	8,676	101	B2-U0-G2	8,663	101	B2-U0-G2	8,601	100	B3-U0-G2
DMS50-135W80LED3K-T	80	530	131	3000K	12,629	97	B3-U0-G2	12,392	95	B2-U0-G2	12,374	95	B2-U0-G2	12,286	94	B4-U0-G2
DMS50-180W80LED3K-T	80	700	174	3000K	15,817	91	B3-U0-G2	15,521	89	B2-U0-G2	15,497	89	B2-U0-G3	15,387	88	B4-U0-G2

Sag lens

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2S			Type LE3S			Type LE4S			Type LE5S		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED3K-T	32	350	37	3000K	3,665	99	B1-U0-G1	3,611	97	B1-U0-G1	3,576	96	B1-U0-G1	3,668	99	B3-U0-G1
DMS50-55W32LED3K-T	32	530	55	3000K	5,270	96	B1-U0-G1	5,193	94	B1-U0-G1	5,144	94	B1-U0-G2	5,276	96	B3-U0-G1
DMS50-72W32LED3K-T	32	700	73	3000K	6,635	91	B2-U0-G1	6,537	90	B1-U0-G2	6,475	89	B1-U0-G2	6,641	91	B3-U0-G2
DMS50-55W48LED3K-T	48	350	54	3000K	5,481	102	B1-U0-G1	5,401	101	B1-U0-G1	5,349	100	B1-U0-G2	5,487	102	B3-U0-G1
DMS50-80W48LED3K-T	48	530	80	3000K	7,842	98	B2-U0-G2	7,726	97	B1-U0-G2	7,653	96	B1-U0-G2	7,849	98	B3-U0-G2
DMS50-108W48LED3K-T	48	700	106	3000K	9,847	93	B2-U0-G2	9,702	92	B2-U0-G2	9,610	91	B2-U0-G2	9,857	93	B4-U0-G2
DMS50-70W64LED3K-T	64	350	69	3000K	7,131	103	B2-U0-G1	7,076	102	B1-U0-G2	7,067	102	B1-U0-G2	7,144	103	B3-U0-G2
DMS50-110W64LED3K-T	64	530	105	3000K	10,222	97	B2-U0-G2	10,143	96	B2-U0-G2	10,130	96	B2-U0-G2	10,239	97	B4-U0-G2
DMS50-145W64LED3K-T	64	700	141	3000K	12,842	91	B2-U0-G2	12,743	91	B2-U0-G2	12,727	91	B2-U0-G2	12,864	92	B4-U0-G2
DMS50-90W80LED3K-T	80	350	86	3000K	8,901	104	B2-U0-G2	8,833	103	B2-U0-G2	8,822	103	B2-U0-G2	8,917	104	B4-U0-G2
DMS50-135W80LED3K-T	80	530	131	3000K	12,715	97	B2-U0-G2	12,616	97	B2-U0-G2	12,601	96	B2-U0-G2	12,736	98	B4-U0-G2
DMS50-180W80LED3K-T	80	700	174	3000K	15,924	91	B3-U0-G2	15,801	91	B2-U0-G2	15,782	91	B2-U0-G3	15,951	92	B4-U0-G2

¹ System input wattage may vary based on input voltage by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%

² Lumen values based on photometric tests performed in compliance with IESNA LM-79

Note: Some data may be scaled based on tests of similar, but not identical luminaires

DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

LED Wattage and Lumen Values: 3000K Domus luminaire (continued)

Globe (ACDR)

Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2A			Type LE3A			Type LE4A		
					Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS50-35W32LED3K-T	32	350	37	3000K	3,731	101	B1-U2-G1	3,686	99	B1-U2-G1	3,664	99	B1-U2-G2
DMS50-55W32LED3K-T	32	530	55	3000K	5,366	98	B1-U3-G1	5,302	96	B1-U3-G2	5,269	96	B1-U3-G2
DMS50-72W32LED3K-T	32	700	73	3000K	6,755	93	B1-U3-G2	6,674	92	B1-U3-G2	6,633	91	B1-U3-G2
DMS50-55W48LED3K-T	48	350	54	3000K	5,581	104	B1-U3-G1	5,514	103	B1-U3-G2	5,480	102	B1-U3-G2
DMS50-80W48LED3K-T	48	530	80	3000K	7,984	100	B2-U3-G2	7,888	99	B1-U3-G2	7,839	98	B1-U3-G2
DMS50-108W48LED3K-T	48	700	106	3000K	10,026	95	B2-U3-G2	9,906	94	B2-U3-G2	9,845	93	B2-U3-G3
DMS50-70W64LED3K-T	64	350	69	3000K	7,153	103	B2-U3-G2	7,025	101	B2-U3-G2	7,072	102	B1-U3-G2
DMS50-110W64LED3K-T	64	530	105	3000K	10,253	97	B2-U3-G2	10,069	96	B2-U3-G2	10,137	96	B2-U3-G3
DMS50-145W64LED3K-T	64	700	141	3000K	12,881	92	B3-U3-G3	12,651	90	B2-U3-G2	12,736	91	B2-U3-G3
DMS50-90W80LED3K-T	80	350	86	3000K	8,928	104	B2-U3-G2	8,768	102	B2-U3-G2	8,827	103	B2-U3-G2
DMS50-135W80LED3K-T	80	530	131	3000K	12,753	98	B3-U3-G3	12,525	96	B2-U3-G2	12,609	97	B2-U3-G3
DMS50-180W80LED3K-T	80	700	174	3000K	15,972	92	B3-U3-G3	15,687	90	B3-U3-G3	15,792	91	B3-U3-G3

¹ System input wattage may vary based on input voltage, by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%

² Lumen values based on photometric tests performed in compliance with IESNA LM-79

Note: Some data may be scaled based on tests of similar, but not identical, luminaires

Specifications:

Housing

In a round shape, this housing is made of die cast A380 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 5/16 18 UNC. This suspension system permits for a full rotation of the luminaire in 90° increments.

Access-mechanism

A die cast A360 aluminum technical ring with latch, hinge and a cast in decorative skirt. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing.

Light engine

LED engine composed of 5 main components:

Heat Sink / Lens / LED lamp / Driver / Optical System

Electrical components are RoHS compliant.

LED engine

LED type: Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

Lens

LEXF/LEXS: Made of soda lime tempered glass lens, mechanically assembled and sealed onto the lower part of the heat sink.
LEXA (Globe): Made of one-piece seamless injection-molded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

Heat sink

Made of cast aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral. Class I, THD of 20% max. Maximum ambient operating temperature from 40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the

driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

Optical system

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated. Flat lens (F optics) is Dark Sky compliant with 0% uplight and U0 per IESNA TM 15.

DMS50 Domus LED Pendant

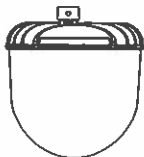
Urban Luminaire

TYPE 1

Specifications (continued):

Optical system (continued):

Prismatic globe: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with globe having an inner prismatic surface permanently sealed onto the lower part of the heat sink.



LE2A - Type II (ASYM) with globe (ACDR)
LE3A - Type III (ASYM) with globe (ACDR)
LE4A - Type IV (ASYM) with globe (ACDR)

Sag lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.



LE2S - Type II (ASYM) Sag glass lens
LE3S - Type III (ASYM) Sag glass lens
LE4S - Type IV (ASYM) Sag glass lens
LE5S - Type V (SYMM) Sag glass lens

Flat lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.



LE2F - Type II (ASYM) Flat glass lens
LE3F - Type III (ASYM) Flat glass lens
LE4F - Type IV (ASYM) Flat glass lens
LE5F - Type V (SYMM) Flat glass lens

Driver options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

DMG: Dimmable driver 0-10V

CDMG: Dynadimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

Ordering Code	Scenario	Dimming Time	Dimming Level
CDMGS25	Safety	4 hours	25% power dimming
CDMGS50	Safety	4 hours	50% power dimming
CDMGS75	Safety	4 hours	75% power dimming
CDMGM25	Median	6 hours	25% power dimming
CDMGM50	Median	6 hours	50% power dimming
CDMGM75	Median	6 hours	75% power dimming
CDMGE25	Economy	8 hours	25% power dimming
CDMGE50	Economy	8 hours	50% power dimming
CDMGE75	Economy	8 hours	75% power dimming

Surge protector

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41 2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA. SP2 20kV/20kA optional.

Luminaire adaptor

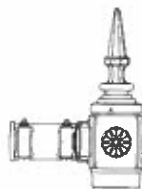
MA1: The luminaire is suspended by means of a mounting adaptor with a 1½" (32mm) NPT threaded hole accepting a threaded tube from the mounting. Retrofit adaptor for existing mounting.



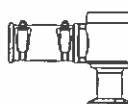
MA2: 1½" (38mm) NPT threaded hole accepting threaded tube from the mounting. Retrofit adaptor for existing mounting.



SMA: The luminaire is suspended by means of a decorative side-mounted cast aluminum adaptor. This adaptor accepts tubes from 1½" to 2½" (41 to 60 mm) and is adjustable to more or less 5°. The adaptor features a cast aluminum decorative cover and finish.



SMB: The luminaire is suspended by means of a decorative side-mounted cast aluminum adaptor. This adaptor accepts tubes from 1½" to 2½" (41 to 60 mm) and is adjustable to more or less 5°.



DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

Specifications (continued):

Luminaire options

- BO:** Bridge and Overpass
- HS:** House side shield
- PH7:** Photoelectric cell, bottom type
- PH8:** Photoelectric Cell, Twist-lock Type
Allows a 90 degree rotation.



- PHXL:** Extended life photoelectric cell,
Twist-lock Type. Allows a 90 degree
rotation.



- PH9:** Shorting cap, Twist-lock Type



- RC:** Receptacle 3 pins



- RCD:** Receptacle 5 pins



- RCD7:** Receptacle 7 pins



- SP2:** Integral surge protector

Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with +/- 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

Finish Options Include:

- BE2TX:** Textured Midnight Blue
- BE6TX:** Textured Ocean Blue
- BE8TX:** Textured Royal Blue
- BG2TX:** Textured Sandstone
- BKTX:** Textured Black
- BRTX:** Textured Bronze
- GN4TX:** Textured Blue Green
- GN6TX:** Textured Forest Green
- GN8TX:** Textured Dark Forest Green
- GNTX:** Textured Green
- GR:** Gray Sandtex
- GY3TX:** Textured Medium Grey
- NP:** Natural Aluminum
- RD2TX:** Textured Burgundy
- RD4TX:** Textured Scarlet
- TG:** Hammer-tone Gold
- WHTX:** Textured White

Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.

Hardware

All exposed screws shall be complete with Ceramic primer-seal base coat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000+ hours with >170 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

LED products (manufacturing standard)

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5.1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

Quality control

Manufactured to ISO 9001:2008 standards and ISO 14001:2004 International Quality Standards Certification.

Vibration resistance

Meets the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100,000 cycles)

Certifications and Compliance

CSA, cULus Listed for Canada and USA. Domus LED luminaires are DesignLights Consortium qualified.

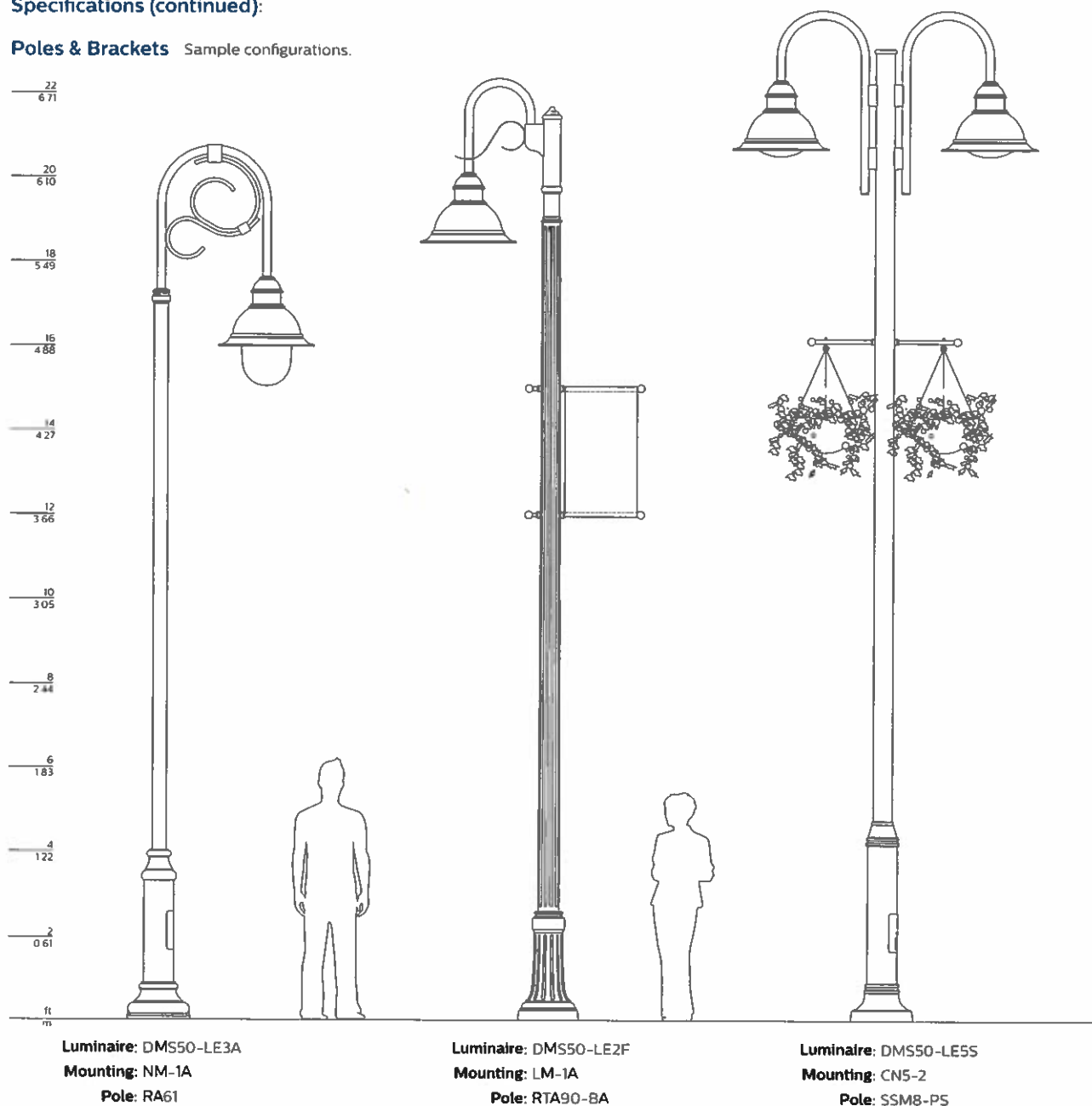
DMS50 Domus LED Pendant

Urban Luminaire

TYPE 1

Specifications (continued):

Poles & Brackets Sample configurations.





Wherever it is installed, Domus LED post top creates harmony. Whether you are pairing it with the rest of the Domus family or using it on its own in your projects, the Domus 60 becomes an integral part of the landscape design.

Calculated with 10'-0" pole and 3'-0" base

Project _____

Location _____

Cat No: _____

Type _____

Lamps: _____ Qty _____

Notes _____

Ordering guide: Luminaire

Example DMS60-72W32LED4K-T-ACDR-LE3F-120-DMG-RC-BKTX

Series	LED module	Lamp type	Globe material	Optical system	Voltage	Driver options
DMS60		T				
DMS60 Domus	4000K 35W32LED4K 55W32LED4K 55W48LED4K 72W32LED4K 80W48LED4K 3000K 35W32LED3K 55W32LED3K 55W48LED3K 72W32LED3K 80W48LED3K	T	ACDR Acrylic globe	Globe LE2A ¹ Type II (ASYM) with globe LE3A ¹ Type III (ASYM) with globe LE4A ¹ Type IV (ASYM) with globe Sag lens LE2S Type II (ASYM) Sag glass lens LE3S Type III (ASYM) Sag glass lens LE4S Type IV (ASYM) Sag glass lens LE5S ¹ Type V (SYMM) Sag glass lens Flat lens LE2F Type II (ASYM) Flat glass lens LE3F Type III (ASYM) Flat glass lens LE4F Type IV (ASYM) Flat glass lens LE5F ¹ Type V (SYMM) Flat glass lens	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	AST ¹ Pre-set, progressive start-up CLO ¹ Pre-set, manage lumen depreciation DALI ¹ Pre-set, compatible with the DALI control system OTL ¹ Pre-set to signal end of life of the lamp DMG 0-10V CDMGP ² Dimming level set by user CDMGE25 ³ 8 hrs 25% reduction CDMGE50 ³ 8 hrs 50% reduction CDMGE75 ³ 8 hrs 75% reduction CDMGM25 ³ 6 hrs 25% reduction CDMGM50 ³ 6 hrs 50% reduction CDMGM75 ³ 6 hrs 75% reduction CDMGS25 ³ 4 hrs 25% reduction CDMGS50 ³ 4 hrs 50% reduction CDMGS75 ³ 4 hrs 75% reduction

Ordering guide (continued)

Luminaire options	Poles & Brackets	Finish
BO Bridge and Overpass DE1 Decorative deflector FN2 Decorative finial FN3 Decorative finial FN4 Decorative finial FN6 Decorative finial FN8 Decorative finial FN9 Decorative finial HS House side shield PH7 Photoelectric cell, bottom type PH8 ^{2,4} Photoelectric cell PH9 ^{2,4} Shorting cap PHXL ^{2,4} Photoelectric cell, extended life RC ^{2,5} Receptacle 3 pins RCD ^{2,5} Receptacle 5 pins RCD7 ^{2,5} Receptacle 7 pins SP2 Surge protector	Consult signify.com/ outdoorluminaires for details and the complete line of Signify poles and brackets	BE2TX Textured midnight blue BE6TX Textured ocean blue BE8TX Textured royal blue BG2TX Textured Sandstone BKTX Textured black BRTX Textured bronze GN4TX Textured blue green GN6TX Textured forest green GN8TX Textured Dk forest green GNTX Textured green GR Gray sandtex GY3TX Textured medium grey NP Natural aluminum RD2TX Textured burgundy RD4TX Textured scarlet TG Hammerstone gold WHTX Textured white

Footnotes

- 1 Not available with HS option
 - 2 Not available 347-480 volt
 - 3 Use of photoelectric cell or shorting cap is required to ensure proper illumination
 - 4 Globe Material ACDR is required with this optical system
- Note: If 5 or 7 pin receptacle is required contact factory

Coordinate with architect/owner



DMS60 Domus LED Post Top

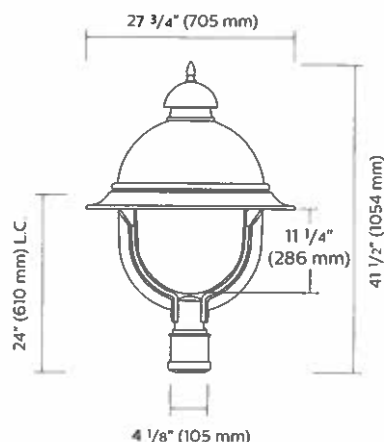
Urban Luminaire

TYPE 2

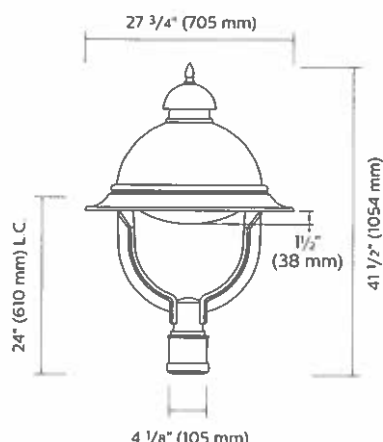
Dimensions

EPA 2.6 ft² max.

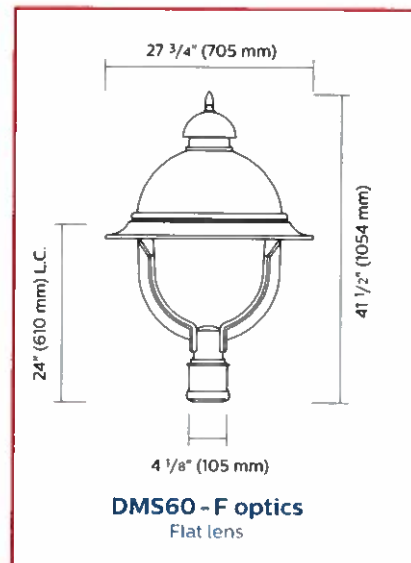
Weight 40 lbs (18.2kg) max.



DMS60 - A optics
Long drop globe



DMS60 - S optics
Sag lens



DMS60 - F optics
Flat lens

Predicted Lumen Depreciation Data

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM-21-11. Published L₇₀ hours limited to 6 times actual LED test hours.

Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
35°C	700 mA	>100,000 hours	>60,000 hours	>87%

LED Wattage and Lumen Values: 4000K Domus luminaire

Flat lens	Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Type LE2F			Type LE3F			Type LE4F			Type LE5F		
						Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
	DMS60-35W32LED4K-T	32	350	37	4000K	3,370	91	B1-U0-G1	3,389	92	B1-U0-G1	3,418	92	B1-U0-G1	3,448	93	B2-U0-G2
	DMS60-55W32LED4K-T	32	530	55	4000K	4,847	88	B1-U0-G1	4,874	89	B1-U0-G1	4,916	89	B1-U0-G1	4,959	90	B3-U0-G3
	DMS60-72W32LED4K-T	32	700	71	4000K	5,990	84	B1-U0-G1	6,046	85	B1-U0-G1	6,141	86	B1-U0-G2	6,181	87	B3-U0-G3
	DMS60-55W48LED4K-T	48	350	53	4000K	4,948	93	B1-U0-G1	4,995	94	B1-U0-G1	5,073	96	B1-U0-G1	5,106	96	B3-U0-G3
	DMS60-80W48LED4K-T	48	530	80	4000K	7,079	88	B1-U0-G1	7,146	89	B1-U0-G2	7,258	91	B1-U0-G2	7,305	91	B3-U0-G3

¹ System input wattage may vary based on input voltage, by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%.

² Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Note: Some data may be scaled based on tests of similar but not identical luminaires.

DMS60 Domus LED Post Top

Urban Luminaire

TYPE 2

LED Wattage and Lumen Values: 4000K Domus luminaire (continued)

Sag lens					Type LE2S			Type LE3S			Type LE4S			Type LE5S		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED4K-T	32	350	37	4000K	3,359	91	B1-U0-G1	3,412	92	B1-U0-G1	3,464	94	B1-U0-G1	3,519	95	B3-U0-G3
DMS60-55W32LED4K-T	32	530	55	4000K	4,831	88	B1-U0-G1	4,907	89	B1-U0-G1	4,981	91	B1-U0-G2	5,061	92	B3-U0-G3
DMS60-72W32LED4K-T	32	700	71	4000K	6,082	86	B1-U0-G1	6,178	87	B1-U0-G2	6,271	88	B1-U0-G2	6,371	90	B3-U0-G3
DMS60-55W48LED4K-T	48	350	53	4000K	5,024	95	B1-U0-G1	5,103	96	B1-U0-G1	5,181	98	B1-U0-G2	5,264	99	B3-U0-G3
DMS60-80W48LED4K-T	48	530	80	4000K	7,188	90	B1-U0-G1	7,301	91	B1-U0-G2	7,411	93	B1-U0-G2	7,530	94	B3-U0-G3

Globe (ACDR)					Type LE2A			Type LE3A			Type LE4A		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED4K-T	32	350	37	4000K	3,308	89	B1-U2-G1	3,365	91	B1-U2-G1	3,428	93	B1-U2-G1
DMS60-55W32LED4K-T	32	530	55	4000K	4,758	87	B1-U3-G1	4,768	87	B1-U2-G1	4,929	90	B1-U2-G2
DMS60-72W32LED4K-T	32	700	71	4000K	5,990	84	B1-U3-G1	6,002	85	B1-U3-G2	6,206	87	B1-U3-G2
DMS60-55W48LED4K-T	48	350	53	4000K	4,884	92	B1-U3-G1	4,869	92	B1-U3-G1	4,994	94	B1-U2-G2
DMS60-80W48LED4K-T	48	530	80	4000K	6,987	87	B1-U3-G1	6,966	87	B1-U3-G2	7,145	89	B1-U3-G2

LED Wattage and Lumen Values: 3000K Domus luminaire

Flat lens					Type LE2F			Type LE3F			Type LE4F			Type LE5F		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED3K-T	32	350	37	3000K	3,072	83	B1-U0-G1	3,086	83	B1-U0-G1	3,116	84	B1-U0-G1	3,143	85	B2-U0-G2
DMS60-55W32LED3K-T	32	530	55	3000K	4,418	80	B1-U0-G1	4,438	81	B1-U0-G1	4,481	81	B1-U0-G1	4,520	82	B3-U0-G3
DMS60-72W32LED3K-T	32	700	71	3000K	5,460	77	B1-U0-G1	5,511	78	B1-U0-G1	5,598	79	B1-U0-G2	5,634	79	B3-U0-G3
DMS60-55W48LED3K-T	48	350	53	3000K	4,510	85	B1-U0-G1	4,553	86	B1-U0-G1	4,625	87	B1-U0-G1	4,654	88	B3-U0-G3
DMS60-80W48LED3K-T	48	530	80	3000K	6,452	81	B1-U0-G1	6,513	81	B1-U0-G1	6,616	83	B1-U0-G2	6,658	83	B3-U0-G3

Sag lens					Type LE2S			Type LE3S			Type LE4S			Type LE5S		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED3K-T	32	350	37	3000K	3,062	83	B1-U0-G1	3,113	84	B1-U0-G1	3,157	85	B1-U0-G1	3,208	87	B2-U0-G2
DMS60-55W32LED3K-T	32	530	55	3000K	4,403	80	B1-U0-G1	4,477	81	B1-U0-G1	4,540	83	B1-U0-G1	4,613	84	B3-U0-G3
DMS60-72W32LED3K-T	32	700	71	3000K	5,543	78	B1-U0-G1	5,635	79	B1-U0-G1	5,716	81	B1-U0-G2	5,808	82	B3-U0-G3
DMS60-55W48LED3K-T	48	350	53	3000K	4,580	86	B1-U0-G1	4,656	88	B1-U0-G1	4,722	89	B1-U0-G1	4,798	91	B3-U0-G3
DMS60-80W48LED3K-T	48	530	80	3000K	6,552	82	B1-U0-G1	6,660	83	B1-U0-G2	6,755	84	B1-U0-G2	6,864	86	B3-U0-G3

¹ System input wattage may vary based on input voltage by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%.

² Lumen values based on photometric tests performed in compliance with IESNA LM-79.

Note: Some data may be scaled based on tests of similar, but not identical, luminaires.

DMS60 Domus LED Post Top

Urban Luminaire

TYPE 2

LED Wattage and Lumen Values: 3000K Domus luminaire (continued)

Globe (ACDR)					Type LE2A			Type LE3A			Type LE4A		
Ordering Code	Total LEDs	LED Current (mA)	Average System Watts ¹	Color Temp.	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating	Delivered Lumens ²	Efficacy (LPW)	BUG Rating
DMS60-35W32LED3K-T	32	350	37	3000K	3,015	81	B1-U2-G1	3,069	83	B1-U2-G1	3,124	84	B1-U2-G1
DMS60-55W32LED3K-T	32	530	55	3000K	4,337	79	B1-U2-G1	4,413	80	B1-U2-G1	4,493	82	B1-U2-G2
DMS60-72W32LED3K-T	32	700	71	3000K	5,460	77	B1-U3-G1	5,555	78	B1-U3-G2	5,657	80	B1-U2-G2
DMS60-55W48LED3K-T	48	350	53	3000K	4,452	84	B1-U3-G1	4,507	85	B1-U3-G1	4,552	86	B1-U2-G2
DMS60-80W48LED3K-T	48	530	80	3000K	6,369	80	B1-U3-G1	6,448	81	B1-U3-G2	6,513	81	B1-U3-G2

¹ System input wattage may vary based on input voltage by up to +/- 10% and based on manufacturer forward voltage by up to +/- 8%

² Lumen values based on photometric tests performed in compliance with IESNA LM-79

Note: Some data may be scaled based on tests of similar but not identical luminaires

Specifications:

Housing

Finial: Decorative cast 356 aluminum, mechanically assembled.

Cupola: Decorative spun aluminum 1100 O, mechanically mounted on hood

Hood: Spun aluminum 1100 O dome, mechanically assembled on the luminaire.

Guard: With 2 cast aluminum 356 arms, this guard is welded to the fitter and to the access mechanism.

Skirt: Spun 1100 O aluminum, mechanically assembled on the luminaire.

Access-mechanism

A die cast A360 aluminum technical ring with latch, hinge and a cast in decorative skirt. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing.

Light engine

LED engine composed of 5 main components
Heat Sink / Lens / LED lamp /
Driver / Optical System

Electrical components are RoHS compliant

LED engine

LED type: Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm white, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min, 75 Typical.

Lens

LExF/LEXS: Made of soda lime tempered glass lens, mechanically assembled and sealed onto the lower part of the heat sink.
LExA (Globe): Made of one-piece seamless injection-molded impact-resistant (DR) acrylic having an inner prismatic surface. The globe is mechanically assembled and sealed onto the lower part of the heat sink.

Heat sink

Made of cast aluminum optimizing the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral. Class I, THD of 20% max. Maximum ambient operating temperature from

40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

Optical system

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated. Flat lens (F optics) is Dark Sky compliant with 0% uplight and U0 per IESNA TM 15.

DMS60 Domus LED Post Top

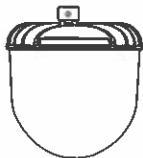
Urban Luminaire

TYPE 2

Specifications (continued):

Optical system (continued):

Prismatic globe: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with globe having an inner prismatic surface permanently sealed onto the lower part of the heat sink.



LE2A - Type II (ASYM) with globe (ACDR)

LE3A - Type III (ASYM) with globe (ACDR)

LE4A - Type IV (ASYM) with globe (ACDR)

Sag lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass sag lens permanently sealed onto the lower part of the heat sink.



LE2S - Type II (ASYM) Sag glass lens

LE3S - Type III (ASYM) Sag glass lens

LE4S - Type IV (ASYM) Sag glass lens

LE5S - Type V (SYMM) Sag glass lens

Flat lens: IP66 rated optical system, composed of individual pre-oriented lens to achieve desired distribution, assembled with a tempered-glass flat lens permanently sealed onto the lower part of the heat sink.



LE2F - Type II (ASYM) Flat glass lens

LE3F - Type III (ASYM) Flat glass lens

LE4F - Type IV (ASYM) Flat glass lens

LE5F - Type V (SYMM) Flat glass lens

Driver options

AST: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

CLO: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

DALI: Pre-set driver compatible with the DALI control system.

OTL: Pre-set driver to signal end of life of the LED module(s) for better fixture management.

DMG: Dimmable driver 0-10V

CDMG: Dynadimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

Ordering Code	Scenario	Dimming Time	Dimming Level
CDMG525	Safety	4 hours	25% power dimming
CDMG550	Safety	4 hours	50% power dimming
CDMG575	Safety	4 hours	75% power dimming
CDMG25	Median	6 hours	25% power dimming
CDMG50	Median	6 hours	50% power dimming
CDMG75	Median	6 hours	75% power dimming
CDMG25	Economy	8 hours	25% power dimming
CDMG50	Economy	8 hours	50% power dimming
CDMG75	Economy	8 hours	75% power dimming

Surge protector

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA. **SP2** 20kV/20kA optional.

Fitter

Cast 356 aluminum c/w 4 set screws 3/8 16 UNC. This fitter holds 2 arms made of cast aluminum 356 mechanically assembled. Slip fits on a 4" (102mm) outside diameter X 4" (102mm) long tenon.

Luminaire options

FN2: Decorative finial



FN3: Decorative finial



FN4: Decorative finial



FN6: Decorative finial



FN8: Decorative finial



FN9: Decorative finial



FNC: Finial painted copper

HS: House side shield

OVR: Override function

PH8: Photoelectric Cell, Twist-lock Type. Allows a 90 degree rotation.



PH9: Shorting cap, Twist-lock Type



DMS60 Domus LED Post Top

Urban Luminaire

TYPE 2

Specifications (continued):

Luminaire options (continued)

PHXL: Extended life photoelectric cell, Twist-lock Type. Allows a 90 degree rotation.

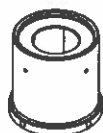


RC: Receptacle 3 pins

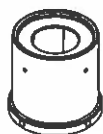


SP2: Integral surge protector

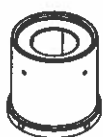
TN2.875: 2-7/8" dia. Tenon adaptor



TN3: 3" dia. Tenon adaptor



TN3.5: 3-1/2" dia. Tenon adaptor



Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with +/- 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

Finish Options Include:

BE2TX: Textured Midnight Blue

BE6TX: Textured Ocean Blue

BE8TX: Textured Royal Blue

BG2TX: Textured Sandstone

BKTX: Textured Black

BRTX: Textured Bronze

GN4TX: Textured Blue Green

GN6TX: Textured Forest Green

GN8TX: Textured Dark Forest Green

GNTX: Textured Green

GR: Gray Sandtex

GY3TX: Textured Medium Grey

NP: Natural Aluminum

RD2TX: Textured Burgundy

RD4TX: Textured Scarlet

TG: Hammer-tone Gold

WHTX: Textured White

Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire

Hardware

All exposed screws shall be complete with Ceramic primer-seal base coat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

Luminaire useful life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, System Reliability Tool, Advance data and Lumileds LM-80/TM-21 data, expected to reach 100,000+ hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

Quality control

Manufactured to ISO 9001:2008 standards and ISO 14001:2004 International Quality Standards Certification.

LED products

(manufacturing standard)

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

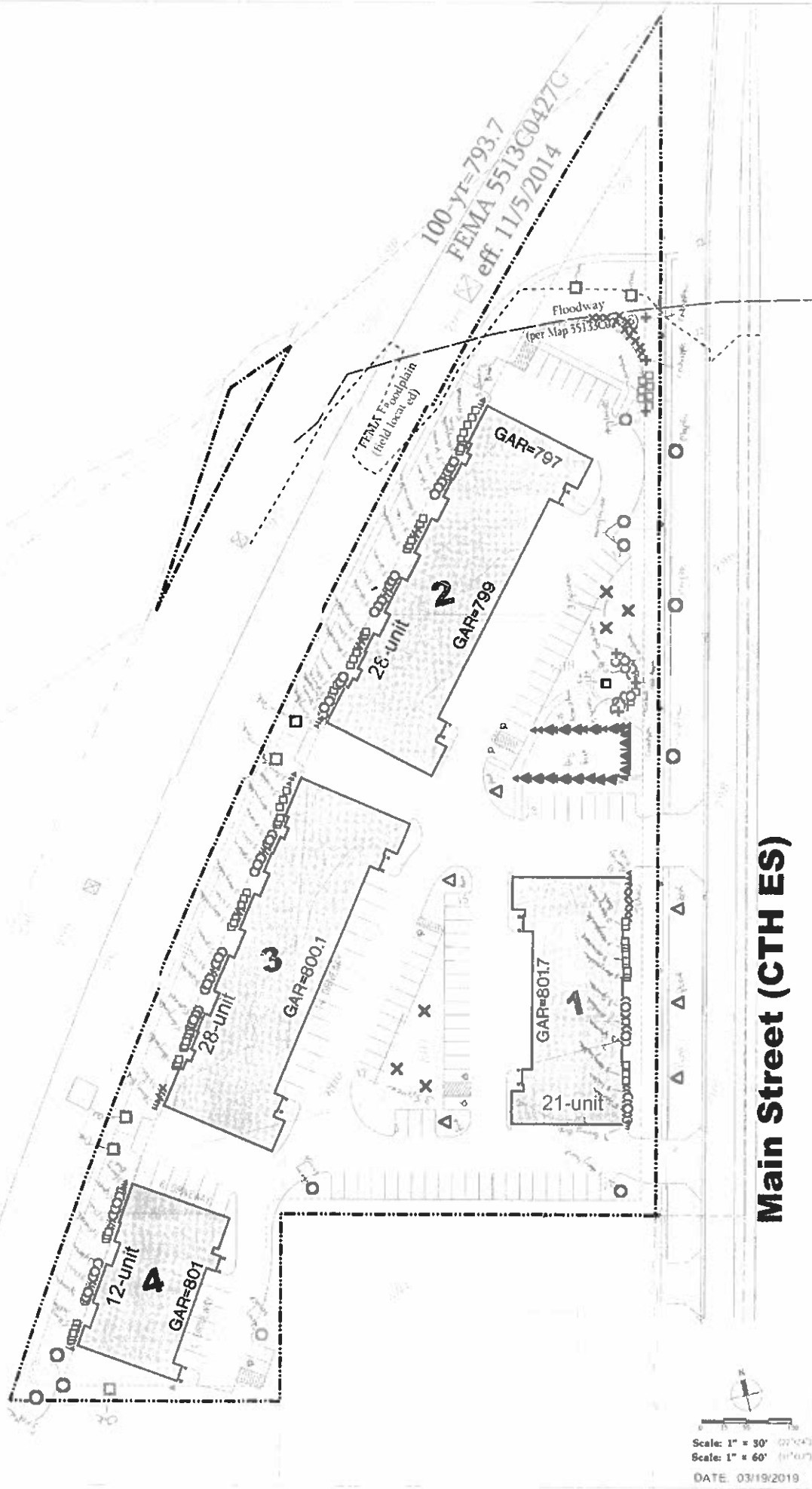
Quality control

Manufactured to ISO 9001:2008 standards and ISO 14001:2004 International Quality Standards Certification.

Certifications and Compliance

CSA, cULus Listed for Canada and USA. Domus LED luminaires are DesignLights Consortium qualified.





Main Street (CTH ES)

CITIZENS BANK

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 04-131-871-78

October 17, 2019

BENEFICIARY:	Village of Mukwonago 440 River Crest Court Mukwonago, WI 53149	APPLICANT:	The Pointe Apartments LLC W3468 County Road J East Troy, WI 53120-1757
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MAXIMUM AVAILABLE AMOUNT: \$182,550.00

EXPIRY DATE: October 17, 2020 (Renewable in 1 year Terms)

We hereby open our Irrevocable Standby Letter of Credit No. 04-131-871-78 in your favor, for the account of The Pointe Apartments LLC ("The Pointe") which is available by your draft at SIGHT up to the amount of One Hundred Eighty-Two Thousand Five Hundred-Fifty U.S. Dollars and 00/100 (\$182,550.00) drawn on Citizens Bank bearing the clause "Drawn under Standby Letter of Credit No. 04-131-871-78 dated October 17, 2019". Your draft must be accompanied by the following:

1. Beneficiary's written statement signed by the Village of Mukwonago or Village President (the "Village"), and notarized, certifying that: the Village is requesting funds to pay for any projected assessment valuation shortfall as outlined in the Developer Guaranty Agreement executed between the Village and The Pointe with an effective date of August 13, 2019.
2. The original Irrevocable Standby Letter of Credit No. 04-131-871-78 and any subsequent amendments must be present with your drawing.
3. Citizens Bank shall provide an amended LOC (reduced by the amount paid out to the Beneficiary) at such time as the original or subsequently amended LOC's are presented to Citizens Bank.

Irrevocable Standby Letter of Credit No. 04-131-871-78 shall be governed by and construed under the laws of the State of Wisconsin.

Visit us at citizenbank.com
Equal Housing Lender and Member FDIC



IRREVOCABLE STANDBY LETTER OF CREDIT NO. 04-131-871-78

For Applicant: The Pointe Apartments LLC

October 17, 2019

Page Two

We agree that drafts in accordance with the terms as stipulated herein will be duly honored upon presentation and delivery of documents as specified, if presented on or before October 17, 2020 (Renewable in 1 year Terms) or any subsequent renewal expiration date, at which this Credit expires at our counters or as delivered by overnight courier to the foregoing address or presented by telecopy to fax number 262-363-6515 and confirmed by telephone to 262-363-6500. Receipt of such telephone notice will not be a condition to presentation hereunder. If presented by facsimile, documents are not required to be supplied by courier, or any subsequent renewal expiration date, at which this Credit expires at our counters.

This letter of credit will automatically renew for another 12 months, without written amendment, unless at least thirty (30) days prior to the expiration date, Citizens Bank sends written notice to the Village by registered mail or by courier, that Citizens Bank will not extend or renew the Letter of Credit beyond the current expiration date. In the event that the letter of credit is not renewed at least 30 days prior to its expiration you may also draw upon this Letter of Credit in the manner provided for above.

This Irrevocable Standby Letter of Credit No. 04-131-871-78 and subsequent amendment(s) hereto must be surrendered concurrently with your presentation(s) and must be returned upon expiry.

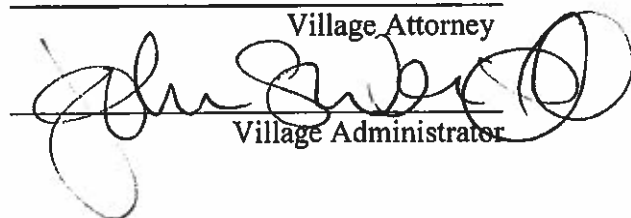
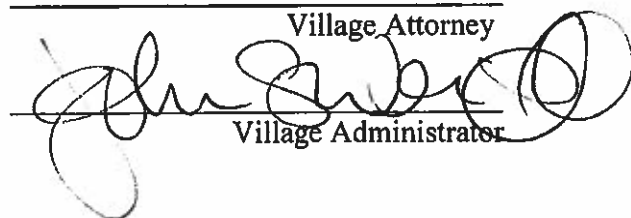
This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amplified, or limited by reference to any documents, instrument or agreement referred to in the Letter of Credit, except only to Uniform Customs and Practices referred to herein, any such references shall not be deemed to incorporate herein reference to any document, instrument or agreement.

Citizens Bank

By:


Brett A. Engelking, Vice President

Accepted By:


Village Attorney

Village Administrator

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Discussion and possible recommendation to approve Boat Launch Improvements Close-Out Change Order and Final Payment
From:	Jerad Wegner
Department:	Public Works
Presenter:	Jerad Wegner
Date of Committee Action (if required)	July 1, 2020
Date of Village Board Action (if required)	July 15, 2020

Information

Subject:

Discussion and possible recommendation to approve Boat Launch Improvements Close-Out Change Order and Final Payment

Background Information/Rationale:

The Boat Launch Improvements project was completed in 2019. The 1-year warranty period has expired and we are satisfied with the completion of all punch list items and warranty work. The project is ready for closeout and for final payment

Key Issues for Consideration:

The required closeout documentation including consent of surety to final payment, list of subcontractors and suppliers, final lien waivers, and completed operations insurance. All documentation is attached for your review.

Fiscal Impact (if any):

\$5,425.65

Requested Action by Committee/Board:

Recommendation of approval of the Closeout Change Order and Final Payment Application.

Attachments

[Boat Launch Closeout](#)

June 24, 2020

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

Re: Boat Launch Improvements
Final Payment

Dear Mr. Winchowky:

Enclosed with this letter please find Change Order No. 2 – FINAL. This Change Order serves to adjust the final Contract Price to reflect the actual completed Work. Please have Change Order No. 2 – FINAL signed and dated by the appropriate individual, and return an executed copy to our office for further distribution.

In accordance with the Contract Documents, the Contractor for this Project, Pro-Seal Asphalt Paving and Maintenance Co., Inc., has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

1. Consent of Surety to Final Payment.
2. List of Subcontractors, Suppliers, and service providers performing, furnishing, or procuring labor, services and materials on the Project.
3. Releases or waivers of lien from first tier Subcontractors and Suppliers.
4. Certificate or other evidence of completed operations insurance.

You may want to have your legal counsel and insurance advisor review the respective lien waivers, bonding, and insurance documents to verify legal effectiveness. If all are satisfactory, we recommend final payment, and give notice (enclosed), that the completed Work is acceptable subject to the provisions of General Conditions paragraph 15.07.

Respectfully,

RUEKERT & MIELKE, INC.



Jerad J. Wegner, P.E. (WI)
Team Leader/Project Manager
jwegner@ruekert-mielke.com

JJW:sjs

Enclosures

cc: Ron Bittner, Village of Mukwonago
John Weidl, Village of Mukwonago
Diana Dykstra, CMC, Village of Mukwonago
Diana Doherty, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Mike Prellwitz w/Notice of Acceptability

Date of Issuance: February 7, 2020

Effective Date:

February 7, 2020

Contract: Boat Launch Improvements
 Contractor: Pro-Seal Asphalt Paving, Inc.
 Address: N8 W22550 Johnson Drive
 Waukesha, WI 53186

Owner: Village of Mukwonago
 Engineer: Ruekert & Mielke, Inc.
 Engineer's Project No.: 12-10061.300
 Effective Date of Contract: April 19, 2018

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

Description:

Final change order to closeout project.

Reason for Change Order:

Value of work performed equals the final contract amount.

Attachments:

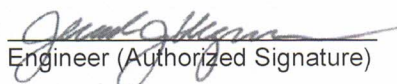
Payment Application 4-Final

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 216,427.90	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase from previously approved Change Orders No. <u>1</u> : \$ 598.00	● Increase ● ● Decrease ● from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 217,025.90	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of this Change Order: \$ 21,939.40	● Increase ● ● Decrease ● of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 195,086.50	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

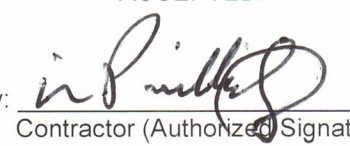
Jerad J. Wegner, P.E.
 Ruekert & Mielke, Inc.

Date: February 7, 2020

By: _____
Owner (Authorized Signature)

Village of Mukwonago

Date: _____

By: 
Contractor (Authorized Signature)

Pro-Seal, Inc.

Date: 6/24/2020

370

Change Order Summary

Contractor's Certification

1.2 (2006) = 200 = Payment of Contractors Application for Payment No. 4 F.M.B.L. also (Summary)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No. 4-FINAL

For (Project): Boat Launch Improvements											Application Date: 2/7/2020		
Application Period:											Engineer's Project No.: 12-10061.300		
A	B	C	D	E	F	G	H	I	J	K	L		
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Item Value (\$)	Work Completed Previously		Work Completed This Period		Total Work Completed to Date			
						Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)	Estimated Quantity Installed	Value of Work Installed (\$)		
1	Removal of existing boat ramp and pier	L.S.	1.00	\$45,010.80	\$45,010.80	1.00	\$45,010.80		\$ -	1.00	\$45,010.80		
2	12-foot wide concrete boat ramps	L.S.	1.00	\$22,380.00	\$22,380.00	1.00	\$22,380.00		\$ -	1.00	\$22,380.00		
3	Geotextile fabric	S.Y.	220.00	\$4.00	\$880.00	220.00	\$880.00		\$ -	220.00	\$880.00		
4	Stone base for boat ramp	TON	80.00	\$26.78	\$2,142.40	312.13	\$8,358.84		\$ -	312.13	\$8,358.84		
5	Concrete pier abutment	L.S.	1.00	\$3,465.00	\$3,465.00	1.00	\$3,465.00		\$ -	1.00	\$3,465.00		
6	Turbidity barrier	L.F.	160.00	\$24.25	\$3,880.00	200.00	\$4,850.00		\$ -	200.00	\$4,850.00		
7	Remove existing asphalt pavement	S.Y.	2,950.00	\$3.77	\$11,121.50	2,950.00	\$11,121.50		\$ -	2,950.00	\$11,121.50		
8	Remove and replace crushed aggregate base course	TON	1,300.00	\$25.00	\$32,500.00	190.00	\$4,750.00		\$ -	190.00	\$4,750.00		
9	2 1/2-inches asphalt binder course	TON	450.00	\$53.00	\$23,850.00	400.00	\$21,200.00		\$ -	400.00	\$21,200.00		
10	1 1/2-inches asphaltic surface course	TON	260.00	\$64.00	\$16,640.00	280.00	\$17,920.00		\$ -	280.00	\$17,920.00		
11	Trench drain w/slotted grate	L.F.	50.00	\$263.00	\$13,150.00	50.00	\$13,150.00		\$ -	50.00	\$13,150.00		
12	30-inch Inlet	EA.	1.00	\$3,029.95	\$3,029.95	1.00	\$3,029.95		\$ -	1.00	\$3,029.95		
13	Parking stall bumper blocks	EA.	38.00	\$87.00	\$3,306.00	38.00	\$3,306.00		\$ -	38.00	\$3,306.00		
14	6-inch PVC storm sewer	L.F.	10.00	\$40.28	\$402.80	10.00	\$402.80		\$ -	10.00	\$402.80		
15	Site grading	L.S.	1.00	\$3,330.00	\$3,330.00	1.00	\$3,330.00		\$ -	1.00	\$3,330.00		
16	Restoration of infiltration basin	L.S.	1.00	\$2,314.00	\$2,314.00	1.00	\$2,314.00		\$ -	1.00	\$2,314.00		
17	Restoration, topsoil, seed and mat	S.Y.	265.00	\$6.27	\$1,661.55	265.00	\$1,661.55		\$ -	265.00	\$1,661.55		
18	Medium field stone	TON	10.00	\$50.00	\$500.00	10.00	\$500.00		\$ -	10.00	\$500.00		
19	Medium riprap	TON	270.00	\$35.75	\$9,652.50	334.34	\$11,952.66		\$ -	334.34	\$11,952.66		
20	Type D inlet protection	EA.	4.00	\$50.00	\$200.00		\$ -		\$ -		\$ -		
21	Silt fence	L.F.	250.00	\$3.00	\$750.00	80.00	\$240.00		\$ -	80.00	\$240.00		
22	Remove and replace concrete curb and gutter	L.F.	35.00	\$40.00	\$1,400.00	35.00	\$1,400.00		\$ -	35.00	\$1,400.00		
23	Bollards	EA.	2.00	\$798.00	\$1,596.00		\$ -		\$ -		\$ -		
24	Pavement marking 4-inch white paint	L.F.	740.00	\$0.30	\$222.00	740.00	\$222.00		\$ -	740.00	\$222.00		
25	Pavement marking arrow white paint	EA.	2.00	\$50.00	\$100.00	2.00	\$100.00		\$ -	2.00	\$100.00		
26	Crushed aggregate shoulder	L.F.	1,340.00	\$1.09	\$1,460.60	1,340.00	\$1,460.60		\$ -	1,340.00	\$1,460.60		
27	Floating boarding pier	L.S.	1.00	\$11,482.80	\$11,482.80	1.00	\$11,482.80		\$ -	1.00	\$11,482.80		
TOTAL BID ITEMS 1-27					\$216,427.90		\$194,488.50		\$ -		\$194,488.50		
ADDITIONAL ITEMS													
CO-1	Modified pier anchors	LS	1	\$598.00	\$598.00	1.00	\$598.00		\$ -	1.00	\$598.00		
TOTAL ADDITIONAL ITEMS					\$598.00		\$598.00		\$ -		\$598.00		
TOTAL ALL ITEMS					\$217,025.90		\$195,086.50		\$ -		\$195,086.50		

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Boat Launch Improvements

OWNER: Village of Mukwonago

CONTRACTOR: Pro-Seal Asphalt Paving, Inc.

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: April 19, 2018

ENGINEER: Ruekert & Mielke, Inc.

NOTICE DATE: June 24, 2020

To: Village of Mukwonago
Owner

And To: Pro-Seal Asphalt Paving, Inc.
Contractor

From: Ruekert & Mielke, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services and the terms and conditions set forth as follows:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

By: Jerad J. Wegner, P.E.

Title: Team Leader/Project Manager

Dated: June 24, 2020

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond Number: 2532876

PROJECT: Boat Launch Improvements
(name, address)

TO (Owner)

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Construction

CONTRACT DATE: April 19, 2018

CONTRACTOR: Pro-Seal Asphalt Paving & Maintenance Co., Inc.
N8 W22550 Johnson Drive
Waukesha, WI 53186

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

Old Republic Surety Company
445 S. Moorland Road, Suite 200
Brookfield, WI 53005

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Pro-Seal Asphalt Paving & Maintenance Co., Inc.
N8 W22550 Johnson Drive
Waukesha, WI 53186

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 29th day of May, 2020.

Attest:

Kelly School

(Seal): Witness

Old Republic Surety Company
Surety Company

Signature of Authorized Representative



Chris Brehmer, Attorney-in-Fact

Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Randy L. Brehmer, Cynthia J. Brehmer, Terence R. Geszvain, Jason A. Braatz, Melissa Babiak

Chris Brehmer, Linda A. Pupp of Butler, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5th day of December, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

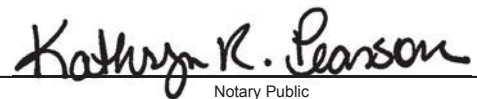



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5th day of December, 2019, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



24 4544

Signed and sealed at the City of Brookfield, WI this 29th day of May, 2020


Assistant Secretary

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 43,070.39 and has been paid in full, the sum of \$ 43,070.39 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake Boat Launch Improvements on the Job of Village of Mukwonago located at Phantom Lake and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

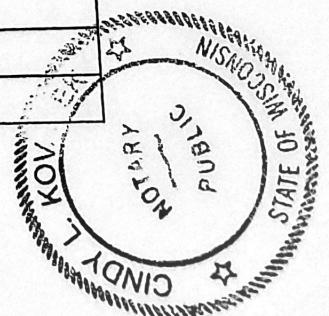
On behalf of: Payne + Dolan

By: <u>[Signature]</u>	Title: <u>Agent</u>
------------------------	---------------------

(Signature of Contractor's Representative)

Notary Seal:

SWORN TO AND SUBSCRIBED by me this		3 rd	day of	January, 2019
Waukesha		State of	Wisconsin	
(Signature of Notary Public)		Cindy L. Koracek		
My Commission Expires:	1-29-2021			



Unconditional Waiver and Release Upon Final Payment

Notes:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 1,120
and has been paid in full, the sum of \$ 1,120 for all labor, services, equipment or material furnished for
the following Project Designation, Phantom Lake
on the job of Boat Launch located at Village of Mukwonago
and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any
claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the
undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly
pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or
to the above referenced project to the date of this waiver.

On behalf of: Wahlen Wierke

414-771-0774

By: [Signature] Title: Vice President

(Signature of Contractor's Representative)

Notary Seal:



SWORN TO AND SUBSCRIBED by me this		21st	day of	May, 2020
		State of Wisconsin		
(Signature of Notary Public)		<u>B. Helker</u>		
My Commission Expires:		2/26/2021		

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

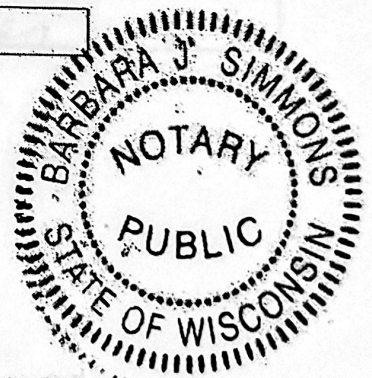
The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 1,905.86 and has been paid in full, the sum of \$ 1,905.86 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake on the job of Boat Launch located at Village of Mukwonago and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

On behalf of: Geo Synthetics, Inc.

By: J.R.K. Title: 2-20-20
(Signature of Contractor's Representative)

Notary Seal:



SWORN TO AND SUBSCRIBED by me this <u>20th</u> day of <u>February</u>	
State of <u>WI</u>	
(Signature of Notary Public) <u>Barbara J. Simmons</u>	
My Commission Expires: <u>11-8-23</u>	

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.

2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt

Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance,

no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 9,613.50

and has been paid in full, the sum of \$ 9,613.50 for all labor, services, equipment or material furnished for

the following Project Designation, Phantom Lake

on the job of Boat Launch located at Village of Mukwonago

and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

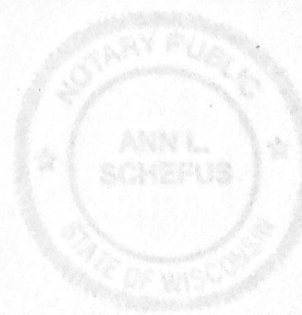
On behalf of: Lake Country Barge

By: [Signature] Title: Owner

(Signature of Contractor's Representative)

Notary Seal:

BRANDON DEN HARTOG
Notary Public
State of Wisconsin



SWORN TO AND SUBSCRIBED by me this		2nd	day of	March, 2020
Waushara County		State of	Wisconsin	
(Signature of Notary Public)		<u>[Signature]</u>		
My Commission Expires:	Jan 22, 2024			

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

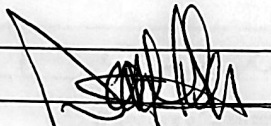
The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 3687.79 and has been paid in full, the sum of \$ 3687.79 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake Boat Launch Improvements on the job of Village of Mukwonago located at Phantom Lake and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

On behalf of:

Western Culvert & Supply Inc

By:

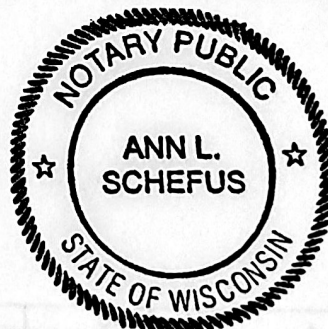


(Signature of Contractor's Representative)

Title:

President

Notary Seal:



SWORN TO AND SUBSCRIBED by me this	<u>March 27</u>	day of	<u>2020</u>
<u>Jefferson County</u>	State of	<u>Wisconsin</u>	
(Signature of Notary Public) <u>Ann L. Schefus</u>			
My Commission Expires:	<u>April 29, 2022</u>		

Unconditional Waiver and Release Upon Final Payment

Note:

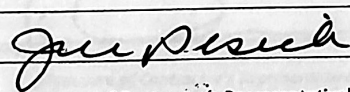
1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 2,733.82 and has been paid in full, the sum of \$ 2,733.82 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake on the job of Boatlaunch located at Village of Mukwonago and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

On behalf of: Johnson Sand and Gravel

By:	 (Signature of Contractor's Representative)	Title:	<u>Treasurer</u>
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Notary Seal:

SWORN TO AND SUBSCRIBED by me this		<u>19th</u>	day of	<u>February</u>
<u>Waukesha</u> (Signature of Notary Public)		State of	<u>Wisconsin</u>	
My Commission Expires:		<u>March 14, 2020</u>		

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 8,447.90 and has been paid in full, the sum of \$ 8,447.90 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake Boat Launch Improvements on the job of Village of Mukwonago located at Phantom Lake and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

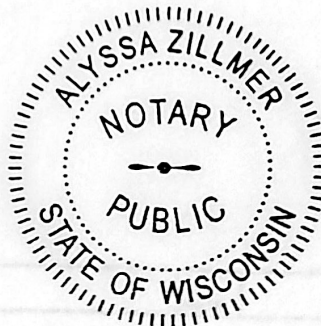
On behalf of: Lannon Stone

262-257-1520
alyssa.zillmer@lannonstone.net

By: [Signature] Title: CFO

(Signature of Contractor's Representative)

Notary Seal:



SWORN TO AND SUBSCRIBED by me this		28th	day of	MAY, 2020
County of Waukesha		State of	Wisconsin	
(Signature of Notary Public)		Alyssa Zillmer		
My Commission Expires:	3-10-2024			

Unconditional Waiver and Release Upon Final Payment

Notes:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 1,081.47
and has been paid in full, the sum of \$ 1,081.47 for all labor, services, equipment or material furnished for
the following Project Designation: Phantom Lake Boat Launch Improvements
on the job of Village of Mukwonago located at Phantom Lake
and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any
claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the
undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly
pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or
to the above referenced project to the date of this waiver.

On behalf of:

Certified Products

262-542-2270

By: [Signature] Title: operations manager
(Signature of Contractor's Representative)

Notary Seal:

SWORN TO AND SUBSCRIBED by me this		day of
State of		
(Signature of Notary Public)		
My Commission Expires:		

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 8422.50 and has been paid in full, the sum of \$ 8422.50 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake Boat Launch Improvements on the job of Village of Mukwonago located at Phantom Lake and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

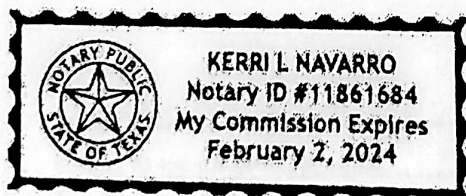
The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

On behalf of: Hydrological Solutions Inc (HSI)

By: <u>Dena Harkness</u>	Title: <u>Sales</u>
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(Signature of Contractor's Representative)

Notary Seal:



SWORN TO AND SUBSCRIBED by me this <u>1st</u>		day of <u>June</u> , <u>2020</u>
<u>Waller County</u>	State of <u>Texas</u>	
(Signature of Notary Public) <u>Kerri L. Navarro</u>		
My Commission Expires:	<u>2-2-2024</u>	

Unconditional Waiver and Release Upon Final Payment

Notes:

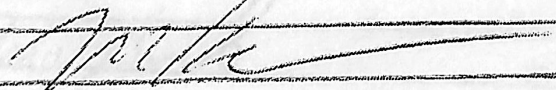
1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ \$22,132.⁸⁰
 and has been paid in full, the sum of \$ 22,132.⁸⁰ for all labor, services, equipment or material furnished for
 the following Project Designation, Phantom Lake Boat Launch Improvements
 on the job of Village of Mukwonago located at Phantom Lake
 and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any
 claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the
 undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly
 pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or
 to the above referenced project to the date of this waiver.

On behalf of: Keisler Contractors
adam@keislercontractorsllc.com 262-248-2500

By:		Title:	<u>Owner</u>
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(Signature of Contractor's Representative)

Notary Seal:

SWORN TO AND SUBSCRIBED by me this		day of	
		State of	
(Signature of Notary Public)			
My Commission Expires:			

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 321,677 and has been paid in full, the sum of \$ 321,677 for all labor, services, equipment or material furnished for the following Project Designation, Phantom Lake Boat Launch Improvements on the job of Village of Mukwonago located at Phantom Lake and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

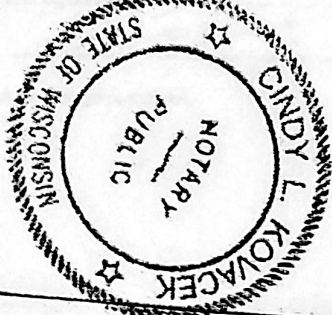
On behalf of: Waukesha Lime & Stone

262-524-1850

By: [Signature] Title: Agent

(Signature of Contractor's Representative)

Notary Seal:



SWORN TO AND SUBSCRIBED by me this		
26	day of	December 2018
Waukesha Co.		State of WI
(Signature of Notary Public) <u>Cindy L. Kovacek</u>		
My Commission Expires:	1-29-2021	

Unconditional Waiver and Release Upon Final Payment

Note:

1. This form is to be completed and submitted by Contractor after receipt of the final payment in accordance with your Contract Agreement.
2. This form is to be completed by Subcontractors after receipt of the final payment by Contractor and submitted to Proseal Asphalt Paving & Maintenance Co., Inc. by the Contractor as part of the Final Closeout Package.

Unless required by the statutes of any governmental authority or approved by Proseal Asphalt Paving & Maintenance Co., Inc. in advance, no other form shall be considered in conformance with the provisions of the Agreement.

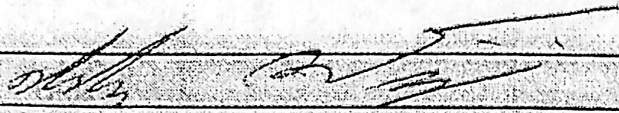
The undersigned is under contract with Proseal Asphalt Paving & Maintenance Co., Inc. for the amount of \$ 6,507.50 and has been paid in full; the sum of \$ 6,507.50 for all labor, services, equipment or material furnished for the following Project Designation: Phantom Lake Boat Launch Improvements on the job of Village of Mukwonago located at Phantom Lake and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position.

The undersigned warrants that he/she either has already paid or will use the monies he/she receives from the final payment promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project to the date of this waiver.

On behalf of:

Vizcainos

414-460-2179

By:		Title:	<u>President</u>
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(Signature of Contractor's Representative)

Notary Seal:

SWORN TO AND SUBSCRIBED by me this		day of	
		State of	
<i>(Signature of Notary Public)</i>			
My Commission Expires:			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Brehmer Agency Inc. P.O. Box 498 12800 W. Silver Spring Drive Butler, WI 53007	CONTACT NAME: Dawn Kreutzer	
	PHONE (A/C, No, Ext): (262) 781-3714 FAX (A/C, No): (262) 781-6049	
	E-MAIL ADDRESS: dawn@brehmeragency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance	12572
INSURED Pro-Seal Asphalt Paving & Maintenance Co., Inc. N8 W22550 Johnson Drive Waukesha, WI 53186	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		S 2344206	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		S2344206-00	5/1/2019	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X		S2344206-00	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC 9054991	5/1/2019	5/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proj: Boat Launch Improvements

Village of Mukwonago and Ruekert & Mielke, Inc., are additional insureds to General Liability and Automobile Liability policies, on a primary and non-contributory basis, when required by written contract. Umbrella policy is following form.

CERTIFICATE HOLDER

CANCELLATION

Village of Mukwonago

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Discussion and possible recommendation to the Village Board to enter into a contract with Anderson Ashton Design/ Build for the Indian Head Beach House remodel project.
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required)	7/1/20
Date of Village Board Action (if required)	7/1/20

Information

Subject:

Discussion and possible recommendation to the Village Board to enter into a contract with Anderson Ashton Design/ Build for the Indian Head Beach House remodel project.

Background Information/Rationale:

Remodeling the beach house was identified in the CORP as a project to increase restroom facilities in the park and provide additional services for the outdoor performance stage.

Key Issues for Consideration:

Approval of the design and construction management contracts with Anderson Ashton Design/Build.

Fiscal Impact (if any):

The architect fees will be \$10,000 and an additional \$13,295 for the construction bidding/management portion.

The project is limited to actual construction costs of \$143,956 because the structure is within the the flood way. \$100,000 of the anticipated \$167,251 was allocated in the capital plan with the remaining portion coming from parkland site fund.

Requested Action by Committee/Board:

We are requesting a recommendation to the Village Board to enter into a contract with Anderson Ashton Design/ Build for the Indian Head Beach House remodel project.

Attachments

5-8-20 Final Amendment No 1 to AIA Document C132-2009 (00000002)MGB 060920.docx
A232-2009 - Mukwonago Beach House FINAL 061920.docx
A232-2009 Mukwonago Beach House FINAL 061920.docx
C132-2019 - Mukwonago Beach House FINAL 061920.docx

**Amendment No. 1 to AIA Document C132-2009 and
AIA Document B132-2009
Between the Village of Mukwonago, Wisconsin and
Anderson-Ashton, Inc.**

On an even date herewith, the parties hereto have entered into the contracts set forth in section 2.a, below. This Amendment No. 1 modifies those contracts as set forth herein. This Amendment No. 1 is made and entered into this ____ day of June, 2020 by and between:

The Village of Mukwonago (the "Owner"), a Wisconsin Municipal Corporation with its Village Hall located at 440 River Crest Ct, Mukwonago, WI 53149; and

Anderson-Ashton, Inc. (the "Architect/CM"), a Wisconsin Corporation with its offices located at 2746 South 166 Street, New Berlin, Wisconsin, 53151

(the "Amendment No. 1").

Introduction

The Owner wishes to construct/remodel an existing Bath House on Village owned property in the Indian Head Park located at 820 Main Street in the Village of Mukwonago, Wisconsin. The construct/remodel of the Beach House at this site is hereinafter referred to as the "Project." Anderson-Ashton, Inc., defined above as the Architect/CM would perform both architectural and construction management services needed by the Owner.

The Owner wishes to retain the services of the Architect/CM, all under the terms and conditions of the Standard Form Contracts (defined below) entered, as revised by this Amendment No. 1. Owner and Architect/CM acknowledge and agree that the Standard Form Contracts were written for the purpose of undertaking and completing private construction projects and were not intended, and were not written for, municipal construction projects such as Owner's Project which is the subject of this Amendment No. 1.

Municipal construction projects must be undertaken in compliance with special laws, rules and regulations, none of which are sufficiently addressed in the standard form contracts. Public bidding provisions and requirements as set forth in Wisconsin Statutes, Chapter 66 are examples of such special laws.

The Standard Form Contracts also were not written to accommodate the unique situation where the duties of the architect and the construction manager are performed by the same firm and do not properly reflect the specific contractual arrangements that have been discussed and agreed upon by the Owner and Architect/CM for this Project. For this reason, as well as the fact that municipal construction projects are subject to special rules and regulations under the law, the Standard Form Contracts are being substantially modified and amended in this Amendment No. 1, as described herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES AGREE AS FOLLOWS:

1. **Introduction is Correct.** The above "Introduction" is true and correct and is hereby incorporated herein by reference.

2. **Contracts Included.** The underlying contractual provisions for this Amendment No. 1 are contained in the following documents and Standard Form Contracts executed on even date hereof and along with this Amendment No. 1 are referred to collectively as the "Agreement":

a. The Standard Form Contracts shall mean the following:

(1) The "Standard Form of Agreement between Owner and Construction Manager as Adviser" being known as AIA Document C132-2019;

(2) The "General Conditions of the Contract for Construction Manager as Adviser Edition," being known as AIA Document A232-2009; and

(3) The "Standard Form of Agreement between Owner and Architect, Construction Manager as Adviser Edition," being known as AIA Document B132-2019.

b. The Village of Mukwonago "Beach House Project" Proposal submitted to the Village of Mukwonago by Anderson Ashton, Inc. dated April __, 2020 and its enclosure entitled "The Construction Management Services, Construction Manager as Adviser", both attached hereto as **Exhibit A**.

3. **General Modification.**

a. The terms and provisions contained in the numbered paragraphs of this Amendment No. 1 are intended to amend, modify and override the Standard Form Contracts set forth above in the manner and fashion indicated in each such numbered paragraph. Under the laws of the State of Wisconsin, however, there may be other laws rules and regulations applicable to this Project by virtue of being a municipal construction project that are not expressly reflected or dealt with in this Amendment No. 1. The Owner and Architect/CM accordingly expressly agree that at all times this Amendment No. 1 shall be interpreted and construed so that it is, and/or will be in compliance with all laws rules and regulations applicable to the Project and this Agreement shall be interpreted by the parties even after its execution and effective date as may be necessary to be in compliance with all such laws rules and regulations applicable to this Project.

b. Wherever the term "Construction Manager" or "Architect" appears in any document referenced herein, the term shall be construed to mean the Architect/CM. Where duties and responsibilities are assigned to either the Construction Manager or the Architect, they shall be performed jointly by the Architect/CM. If the duties are required with the advice of one to the other, each of the corresponding architect and construction management personnel of the Architect/CM shall be involved. Where such duties overlap, no duplication of services is required. Notice by the Owner to one of the assigned personnel of the Architect/CM shall be deemed to be Notice to both the architect and the construction manager as may be required under the Standard Form Contracts.

4. **Architectural and Construction Management Services.** The Architect/CM shall furnish the following services for the design and construction/remodel of a Beach House that is presumed

to be an approximately 1,365 square foot single story structure (the “Beach House”) at the Project site, provided however that the Village and the Architect/CM are committed to working together to achieve a cost-efficient, economical design for the Village Hall:

a. Architectural, structural engineering, construction management services and general conditions in the Standard Form Contracts for the site preparation and construction/remodel of the proposed Beach House for the Project, including all plans, specifications drawings and supervision.

b. Preparation of a mutually satisfactory set of working construction drawings under the supervision of the Architect/CM to delineate all details of the work associated with this Project.

(1) Design Criteria. The conventional building design will meet the requirements of the 2015 International Building Code as revised per the Wisconsin Administrative Code chapters Comm 60-66 (the Wisconsin Commercial Code) and/or the requirements set forth in the ASCE 7-05 Design standard manual (when not in conflict with the Wisconsin Commercial Code). Live loads shall be based on criteria from Wis. Admin. Code S. Comm 62.1607. Snow loads shall be calculated per Wis. Admin. Code S. Comm 62.1608. Wind loads shall be calculated per International Building Code S. 1609. Collateral load will be calculated as 3 psf (unless specified by the Owner).

(2) All drawings, plans and specifications shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

c. Upon completion of construction drawings, plans and specifications, the Architect/CM will:

(1) Prepare all documents necessary for the Project Manual, including the bid packages, contract, invitation to bid, instructions to bidders, contractor’s bid form, the prevailing wage information and determination, payment and performance bonds, general Project requirements and host such documents on its website for access by potential bidders subject to review and approval by the Village Administrator.

(2) Assist in the advertisement for public bid in the appropriate legal publication(s) and assist the Village in selecting the lowest responsible bidder as set forth below.

(3) Procure all required state and local permits.

(4) Provide Architectural Interior Design services, including but not limited to assisting the Owner with the selection of materials and finishes for floors, walls, and ceilings for the Bath House.

(5) Supervise the construction of the Project and its successful completion.

(6) Provide Facility Support Services, including but not limited to performing an initial existing condition survey of the building and its systems, and a code compliance review.

(7) Provide Commissioning services, including but not limited to developing a commissioning plan, a design intent document, and commissioning specifications, reviewing the contractors’ submittals and other documentation related to the systems to be commissioned, observing and documenting performance tests, training operators, and preparing a final

commissioning report. Assemble and collect all operating manuals for systems and equipment after commissioning into one physical file (or electronic file at the Village's option) and deliver the file to the Village of Mukwonago Public Works Director after construction is complete and accepted by the Owner

(8) Provide all other services required in the Standard Form Contracts which shall be reviewed by the Village of Mukwonago.

d. **Additional Services.** Unless provided by the contractors as part of a bid package, Architect/CM will be responsible for arranging or securing, at Owner's cost and with the Owner's prior approval:

- Building permit, occupancy permit
- Stake out survey
- Dumpsters and Trash cans
- Weather protection
- Cleaning
- Security and fire protection
- Progress photos
- Temporary utilities or connections
- Site fencing
- Temporary toilets
- Temporary enclosures
- Winter work

e. **Excluded Services.** The following services are not included under this Amendment No. 1:

- Builders risk insurance (all risk) The Village does not have this coverage.
- Final site sign
- Furnishings/Window treatments
- Utility fees
- IT / Data / Phone system
- Security System
- Snow removal and plowing
- Environmental testing
- Wetland Delineation
- Survey and topographical study
- Soil tests

5. **Public Bidding.** All of the work for the Project shall be awarded to multiple contractors pursuant to and in compliance with the terms and provisions of the public bidding procedures contained in Sections 62.15 and 66.0901 of the Wisconsin Statutes as well as any other applicable provisions of the laws of Wisconsin and as coordinated by the Architect/CM.

6. **Bidding Logistics.** The public bidding process for the contracts for the Project shall be undertaken as follows:

a. The Owner shall determine after consultation with the Architect/CM the categories and specifications for each contract to be advertised and let for bids. The Architect/CM shall

prepare the bid documents and specifications, and advertisements. Successful contractors will be required to file both performance and payment bonds per Section 779.14 of the Wisconsin Statutes, as well as any other applicable provisions of the laws of Wisconsin and any applicable ordinances of the Village of Mukwonago.

b. Each lowest responsible bidder awarded a contract for the Project shall be approved in writing by the Owner.

c. The Architect/CM shall prepare a separate written agreement for each contractor for the Project who shall contract directly with the Owner. The Owner shall be responsible for paying the monies due the contractors under the contracts awarded for this Project in accordance with the Project Manual.

d. The Architect/CM may not bid on any contract for the Project.

Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience and present commitments no less than five days before bid opening date.

e. Pursuant to standard public bidding procedures all bids submitted by the bidders for a contract shall be sealed and shall be delivered to Owner and not to the Architect/CM, and shall be opened by Owner on the date and at the time indicated in the advertisements for the bids. The Architect/CM shall prepare bid tabulations sheets and assist the Owner in determining the lowest responsible bidder for each contract.

f. All of the documents and procedures used to obtain bids for the contracts for the Project shall be approved by the Owner.

g. Once all bids for the contracts for the Project are opened and evaluated by the Owner, the Owner shall then in its sole discretion determine whether to proceed with the Project, cancel the Project, or amend the Project.

8. **Purchasing.** The Owner is exempt from sales taxes. The Architect/CM in consultation with the Owner will establish a direct purchase item list for bidders and shall execute and monitor the direct owner purchase order system

9. **Compensation.** The Owner shall only be required to pay and/or reimburse the Architect/CM for the costs for the Project as set forth below.

a. **Compensation and Payments for Preconstruction (Design) Phase Services.** For the Architect/CM's preconstruction (design) phase services, inclusive of architectural and engineering services, the Owner shall compensate the Architect/CM as follows: (1) \$10,000.00 down payment upon execution of the Agreement; (2) an additional \$13,295.00 payment upon the completion and acceptance by the Owner of the design drawings and specifications.

b. **Compensation and Payments for Construction Services as a Dollar Amount.** For the Architect/CM's construction phase services, inclusive of reimbursable and non-reimbursable items, the Owner shall compensate the Architect/CM as follows:

(1) Payments are due and payable upon presentation of the Architect/CM's invoice on a monthly basis, in proportion to services performed.

(2) Payment totals upon Project completion for the Architect/CM's construction services shall equal \$23,295.00.

c. **Total Compensation/Adjustments.** Total compensation for the Architect/CM for both the design and construction phase services equals \$23,295.00. This is based upon an anticipated construction cost of \$144,000.00. It is understood and agreed to that for construction costs which exceed \$144,000.00 the Architect/CM shall be entitled to additional compensation equal to \$0.129 for each dollar above the \$144,000.00 construction cost. Conversely, the Owner shall be entitled to a credit of \$0.129 for each dollar below the anticipated construction cost of \$144,000. However, there shall be no increase in construction costs without prior Owner approval by the Village of Mukwonago Board of Trustees.

d. **Method of Adjustment of Fee for Changes in the Work.** Architect/CM's compensation shall be increased to compensate Architect/CM for work to revise plans and manage any additional work authorized under a work change order. Subject to approval by the Owner, the Architect/CM will be compensated in an amount equal to eight percent (8%) of the value of the work change order.

e. **Termination.** In the event of termination of the contracts prior to completion:

(1) If the contracts are terminated prior to completion of the Design Phase, the Architect/CM shall be paid a reasonable amount for services performed or furnished, expenses incurred, and reasonable overhead and profit on the work performed. If the design has been completed, the Owner shall be entitled to a license for the design if the Owner pays the entire \$10,000.00 Design Phase contracted amount.

(2) If the contracts are terminated after completion of the Design Phase, but prior to commencement of the Construction Phase, no payment in excess of the Design Phase amount of \$10,000.00 shall be due, and the Owner shall be entitled to a license from the Architect/CM for use of the Design.

(3) If the contracts are terminated during the Construction Phase, the Architect/CM shall be entitled to be paid a reasonable amount for services performed or furnished, expenses incurred, and reasonable overhead and profit for the work performed.

f. Any provisions contained in the Standard Form Contracts contrary to the above-cited financial obligations of the Owner to the Architect/CM are deleted from the Standard Form Contracts by this Amendment No. 1. In keeping with the limitations of the Owner's financial obligations under this Amendment No. 1, with respect to all costs otherwise payable by the Owner under any Owner-cost provisions contained in the Standard Form Contracts, whether to incur and pay such costs shall be at the sole discretion of Owner.

10. **Governing Law and Venue.** This Agreement shall be governed, controlled, interpreted and construed by and under the laws of the State of Wisconsin. Venue for any legal action arising

under and/or pertaining to this Agreement shall solely and exclusively be Waukesha County Circuit Court in Waukesha County, Wisconsin. All provisions of the Standard Form Contracts pertaining to arbitration are removed by this Amendment No. 1 from the said Standard Form Contracts.

11. **Owner Decisions.** The decisions required of Owner under this Amendment No. 1 shall be communicated solely by the Village of Mukwonago Village Director or his designee. The Architect/CM understands and agrees that any decisions of the Owner deemed significant by the Village Director shall be submitted to the Village of Mukwonago Board of Trustees for a final decision on the matter.

12. **Liability Insurance.** With respect to the liability insurance that is required to be obtained by Architect/CM under the provisions of the Standard Form Contracts for the Project, the Owner, its elected officials, officers, employees and agents shall be named as an additional insured on the policy by specific endorsement. Certificate(s) of insurance shall be provided to Owner prior to commencement of work on the Project.

13. **Independent Contractor.** The Owner retains the Architect/CM as an independent contractor. The Architect/CM is not an employee of the Owner and is free to contract with other entities. Architect/CM shall be responsible for selecting the means and methods of performing the work under these Contracts and this Amendment No. 1. Architect/CM shall not at any time or in any manner represent that Architect/CM or any of Architect/CM's agents or employees are in any manner agents or employees of the Village. Architect/CM shall be exclusively responsible for Architect/CM's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes, if any such payments, amounts, or taxes are required to be paid by law or regulation.

14. **Public Records.** The books, records, and documents of the Architect/CM relating to these Contracts and this Amendment No. 1 shall be subject to the Open Records laws of the State of Wisconsin. In the event Architect/CM receives a request to release data, Architect/CM will immediately notify the Owner and the Owner will give Architect/CM instructions concerning the release of the data to the requesting party before the data is released

15. **Compliance with Laws and Regulations.** In providing services hereunder, Architect/CM shall abide by all statutes, ordinances, rules and regulations pertaining to the provision of the work or services to be provided for the Project. Any violation shall constitute a material breach of this Agreement and entitle the Village to immediately terminate this Agreement. Upon such termination, the Village shall be entitled to offset costs due to such termination by any amounts then owed to Architect/CM.

IN WITNESS WHEREOF this Amendment No. 1 is being executed at Mukwonago, Wisconsin and made effective as of the date first written above.

OWNER

ARCHITECT/CONSTRUCTION MANAGER

Village of Mukwonago, Wisconsin

Anderson-Ashton, Inc.

By: Fred Winchowky
Village President

By: _____
Title: _____

Attest:

By: Diana Dykstra
Village Clerk Treasurer

DRAFT AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:
(Name, and location or address)

«Mukwonago Beach House»
«Indian Head Park, Mukwonago, WI»

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

«Anderson Ashton, Inc »« »
«2746 S. 166th Street
New Belin, WI 53151 »

THE OWNER:
(Name, legal status and address)

«Village of Mukwonago»«», Other»
«440 River Crest Ct.
Mukwonago, WI 53149»

THE ARCHITECT:
(Name, legal status and address)

«Anderson Ashton, Inc.»«», Close Corporation»
«2746 South 166th Street
New Berlin, WI 53151»

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and

Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project

schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar

required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction

Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 Change order shall only be effective if they are submitted and approved by the Owner prior to the initiation of the Work giving rise to the change order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;

- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers

and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction

Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, and lien waivers are supplied for all work and materials the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly

employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Village of Mukwonago insurance requirements, Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds on a primary and noncontributory basis for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

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§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish payment and performance bonds in the full penal sum of the Contract covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; Notwithstanding the forgoing, the Contractor acknowledges that a global pandemic related to Covid 19 exists at the time of the execution of this Contract and that states of emergency have been declared regarding said matter. The Contractor hereby certifies that it has entered into this Contract with knowledge of the existence of this pandemic and that absent a specific governmental order that precludes performance the existence of the Covid 19 pandemic shall not in and of itself preclude performance of this Contract by the Contractor, sub-contractor or their agents or employees.
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the actual cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall not include lost profits. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination..

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise

indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement, using a mediator mutually agreed to by the parties. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with

the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association utilizing an Arbitrator mutually agreed upon by the parties in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

DRAFT AIA® Document B132™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

«Village of Mukwonago»«, Other»
«440 River Crest Ct.
Mukwonago, WI 53149»
«Telephone Number: (262) 363-6447»
«Fax Number: (262) 363-7197»

and the Architect:
(Name, legal status, address, and other information)

«Anderson Ashton, Inc.»«, Close Corporation»
«2746 South 166th Street
New Berlin, WI 53151»
«Telephone Number: 262-786-4640»
«»

for the following Project:
(Name, location, and detailed description)

«Mukwonago Beach House»
«Indian Head Park, Mukwonago, WI»
«To renovate and remodel an existing Bath House located in Indian Head Park on land
owned by the Village of Mukwonago, WI. »

The Construction Manager:
(Name, legal status, address, and other information)

«Anderson Ashton »«Inc »
«2746 S 166th Street »
« New Berlin, WI 53151 »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

- .3 Substantial Completion date or dates:

« »

- .4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.) Competitive bidding as per Wis Stat Sec 62.15

« »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

«Ron Bittner»
«440 River Crest Ct.
Mukwonago, WI 53149»
«Telephone Number: (262) 363-6447»
«Fax Number: (262) 363-7197»
«»
«Email Address: rbittner@villageofmukwonago.com»

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

« »

.2 Land Surveyor:

« »
« »
« »
« »
« »

.3 Geotechnical Engineer:

« »
« »
« »
« »
« »

.4 Civil Engineer:

« »
« »
« »
« »
« »

.5 Other consultants and Contractors:
(List any other consultants and Contractors retained by the Owner.)

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

«Steven L Wagner»
«2746 South 166th Street
New Berlin, WI 53151»
«Telephone Number: 262-786-4640»
«»
«Mobile Number: 262-613-4014»
«Email Address: swagner@andersonashton.com»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

« »
« »
« »
« »
« »

.2 Mechanical Engineer:

« »« »
« »
« »
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« »

.3 Electrical Engineer:

« »« »
« »
« »
« »
« »

§ 1.1.12.2 Consultants retained under Supplemental Services:

« »

§ 1.1.13 Other Initial Information on which the Agreement is based:

« »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____--

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit ____

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits and terms of coverage as set forth in the Village of Mukwonago insurance requirements attached as Exhibit .

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Such coverage shall be evidenced by a policy endorsement in form acceptable to the Owner.

§ 2.6.8 The Architect shall provide certificates of insurance and policy endorsement(s) to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project in accordance with the Wisconsin public bidding law by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors’ failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple preliminary designs	
§ 4.1.1.4 Measured drawings	
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	
§ 4.1.1.17 As-constructed record drawings	
§ 4.1.1.18 Post-occupancy evaluation	
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.26 Historic preservation	
§ 4.1.1.27 Furniture, furnishings, and equipment design	
§ 4.1.1.28 Other services provided by specialty Consultants	
§ 4.1.1.29 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « » (« ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 « » (« ») visits to the site by the Architect during construction
- .3 « » (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « » (« ») inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;

- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. Nothing contained within this agreement is intended to be a waiver or estoppel of the Owner or its insurer's ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the Owner or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall not be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement; however the parties will mutually agree upon the arbitrator to be used in this mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[☐] Arbitration pursuant to Section 8.3 of this Agreement

[«X »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. However said costs shall not include lost profits.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Notwithstanding the foregoing the Owner is a Wisconsin municipal corporation and therefore subject to the terms of the Wisconsin public records law. As a result the confidentiality provisions of this Agreement are subject to the Owner's responsibilities under the WI public records law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

« »

.2 Percentage Basis
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent (« » %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« »	percent (	« »	%)
Design Development Phase	« »	percent (	« »	%)
Construction Documents Phase	« »	percent (	« »	%)
Procurement Phase	« »	percent (	« »	%)
Construction Phase	« »	percent (	« »	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

« » % « »

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this Agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

«Ron Bittner»«, Public Works Director»

(Printed name and title)

ARCHITECT (Signature)

«Steven L Wagner»«, Architect»

(Printed name, title, and license number, if applicable)



DRAFT AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

«Village of Mukwonago»«, Other»
«440 River Crest Ct.
Mukwonago, WI 53149»
«Telephone Number: (262) 363-6447»
«Fax Number: (262) 363-7197»

and the Construction Manager:
(Name, legal status, address, and other information)

«Anderson Ashton »« Inc »
« 2746 S 166th St »
« New Berlin, WI 53151 »
« »

for the following Project:
(Name, location, and detailed description)

«Mukwonago Beach House»
«Indian Head Park, Mukwonago, WI»
«To renovate and remodel an existing Bath House located in Indian Head Park on land owned by the Village of Mukwonago, WI. »

The Architect:
(Name, legal status, address, and other information)

«Anderson Ashton, Inc.»«, Close Corporation»
«2746 South 166th Street
New Berlin, WI 53151»
«Telephone Number: 262-786-4640»
«»

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« »

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

« »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)Competitive Bid

« »

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

« »

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

« »

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

« »

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

«Ron Bittner»
«440 River Crest Ct.
Mukwonago, WI 53149»
«Telephone Number: (262) 363-6447»
«Fax Number: (262) 363-7197»
«»
«Email Address: rbittner@villageofmukwonago.com»

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

« »« »
« »
« »
« »
« »

.2 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.3 Civil Engineer:

« »« »
« »
« »
« »
« »

.4 Contractors, as defined in Section 1.4:

« »

.5 Separate Contractors, as defined in Section 1.4:

« »

.6 Other, if any:

(List any other consultants retained by the Owner.)

« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

« »
« »
« »
« »
« »
« »

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

« »

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

« »

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

« »

§ 1.1.16 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than the amounts set forth in the Village of Mukwonago insurance requirements « » (\$ « ») for each occurrence and « » (\$ « ») in the aggregate for bodily injury and property damage. The Owner shall be listed as an additional insured on said policy on a primary and noncontributory basis.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than the amounts set forth in the Village of Mukwonago insurance requirements « » (\$ « ») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits the amounts set forth in the Village of Mukwonago insurance requirements not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of the amounts set forth in the Village of Mukwonago insurance requirements not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ 2.8.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

« »

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time

requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi- governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for

Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified subject to the receipt of lien waivers for the working being paid.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications, and provide its written recommendation. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the

management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

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§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

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§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall

be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, and Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the

identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	
§ 4.1.1.2 Tenant-related services	
§ 4.1.1.3 Commissioning	
§ 4.1.1.4 Development of a commissioning plan	
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	
§ 4.1.1.8 Assistance with site selection	
§ 4.1.1.9 Assistance with selection of the Architect	
§ 4.1.1.10 Furnish land survey	
§ 4.1.1.11 Furnish geotechnical engineering services	
§ 4.1.1.12 Provide insurance advice	
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	
§ 4.1.1.14 Stakeholder relationships management	
§ 4.1.1.15 Owner moving coordination	
§ 4.1.1.16 Coordination of Owner's Separate Contractors	
§ 4.1.1.17 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The

Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as

Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's

services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to

reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the

parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

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§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« »

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« »

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus « » percent (« » %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus « » percent (« » %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. *(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*

« »

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of « » (\$ « ») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

« » % « »

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[☐] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:

(Insert the date of the E235-2019 incorporated into this agreement.)

« »

[☐] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

« »

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

« »

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

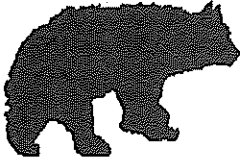
«Ron Bittner», Public Works Director»

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Judicial Committee
Topic:	Placing Items on Agenda
From:	Diana Dykstra
Department:	Village Clerk
Presenter:	Diana Dykstra/Mark Blum/John Weidl
Date of Committee Action (if required):	7/1/20
Date of Village Board Action (if required):	7/15/20

Information

Subject: Procedure for placing items on the agenda

Background Information/Rationale:

There have been questions raised and different opinions for how items are placed on an agenda for the Village Board. The Municipal Code of Ordinances does not address how a Trustee can place an item on an agenda.

It has been an unofficial policy that a Trustee can place an item on the agenda only under their respective committee.

It is necessary to provide a clear process for how a Trustee can place any item on an agenda, and it should be formalized in our Code.

Attorney Blum provided research on area communities for how they have addressed the same situation. It is included.

Key Issues for Consideration:

Fiscal Impact (If any): N/A

Requested Action by Committee/Board:

Discuss if the proposed ordinance is an acceptable process and make a recommendation.

Attachments

Draft Ordinance
Procedure Research Memo

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. _____

**ORDINANCE TO AMEND SECTION 2-27
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
REGARDING PLACING ITEMS ON THE AGENDA**

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section 2-27 of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

(c) Agenda

The Village President may have any item placed on the agenda. Chairperson for each committee can place items on their respective committee agenda (7) days in advance of said meeting. Other Items may be added to the agenda by the filing of a written request by at least two trustees with the Village Clerk, a minimum of (7) days in advance of the meeting. Agenda requests may only be made with less notice than as provided for above, if good cause is shown for the need to act on the matter by the date of the requested agenda placement. Said determination shall be made by the Village President.

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 _____, 2020.
APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer

Memo

To: Attorney Mark G. Blum & Attorney Matthew Gralinski
From: Alex Zdunek
Date: June 24, 2020
Re: Procedure for Addition of Agenda Items by Common Council/Board Person

Dear Attorney Blum and Attorney Gralinski,

Per your request, the following memorandum outlines my findings with respect to how other cities and or villages go about adding items onto their agendas, whether it be by formal rulemaking or informal procedure. In short, it appears that most other cities/villages provide for the procedure in their municipal code. The city of Waukesha and New Berlin are different only in that they use their Council Rules and the Village of Pewaukee provides a Handbook for Village Officials, but nonetheless all provide for the procedure. That being said, I looked into a number of cities/villages in the surrounding area and some did not appear to provide at all for a procedure of this kind, which leads me to believe that it is done in a more informal manner. Those cities/villages which did provide for a procedure are listed below along with their relevant code sections:

Village of Pewaukee:

- **Handbook for Elected and Appointed Village Officials – H. Establishment of the Agenda**
 - The Village President, in consultation with the Village Administrator and Members of Village Staff as appropriate, shall establish the Agenda for Village Board meetings in accordance with the provisions of the Village Code. Any Member of the Village Board may request that a matter be placed on the Agenda by the Monday of the week preceding the Village Board meeting at 12:00 p.m. . . . In the event there is a desire for a matter to be placed on the Agenda in Closed Session, one Trustee shall be required to request such action and he or she shall consult with the Village Administrator and Village Attorney as to whether adequate statutory basis exists for the Closed Session for the subject desired. Under these circumstances, no action shall be taken on an action item coming out of Closed Session until the next regular Board meeting following the meeting at which the Closed Session is requested.

New Berlin:

- **Council Rules – Rule 35 Placement of Items on the Agenda**
 - Any Council member may place an item on the Committee of the Whole or Common Council Agenda as long as the required deadline of Wednesday at noon is met. The required format must be used. Staff must have the approval of the Mayor to place anything on either the COW or Council agendas. The agenda may be amended by the Mayor or the Common Council President. If both are unavailable, the City Clerk may amend the agenda to handle emergency situations.

Menomonee Falls:

- **Municipal Code of Ordinances Sec. 2-42 Agenda**
 - (b) Specifically permits village President to place any item on the agenda
 - (c) Otherwise, Items may be added to the agenda by the filing of a written request by at least two trustees with the village manager or the village manager's designee. If there is no date specified, the item must be delivered to the village manager at least 36 hours prior to the date of the meeting at which the item is to be considered

Waukesha:

- **City of Waukesha Council Rules Sec. 3 Placing Items on Agenda.**
 - 3.1. Any two Council members may place an item on an agenda, except motions to reconsider or rescind, by making a joint written request to the Mayor no later than 4:30 p.m. on the date five days before the meeting at which the item is to be considered. Any single Council member may place a motion to reconsider or rescind on an agenda by making a written request to the Mayor no later than noon the day before the meeting at which the motion is to be made.
 - 3.2. Any chairperson of a committee, board, or commission may place an item on which the committee, board, or commission has acted and made a recommendation on an agenda by making a written request to the Mayor at least five days before the meeting at which the item is to be considered.
 - 3.5. If a request is made in compliance with this Rule, the item shall be placed on the agenda. Items may be placed on an agenda at the Mayor's discretion even if the requests are not in compliance with this Rule, or are from individuals not listed in the above subsections.

West Allis:

- **Municipal Code of Ordinances Chap. 3 Rules for the Common Council**
 - 3.04
 - (2) Additional agenda items may be added/or inserted anywhere in the order of business deemed appropriate. General categories such as "miscellaneous business" shall not be used unless a specific topic is identified. Where feasible, for each topic set forth above, the agenda shall specify the issue or item for discussion or action. If the Mayor or an Alderperson wishes to speak on matters beyond the items set forth in the Mayor's and Alderperson's report set forth above, the item(s) must be added to the agenda.
 - (3) Comments to be Limited/ Presiding Officer to Enforce. Comments and reports shall be limited to topics set forth in the agenda, and no member shall speak on matters not set forth in the agenda. Any member may raise a point of order that the comments/report are out of order as not being

an agenda item. The presiding officer may, on his/her own volition, raise the point of order. Upon determination by the presiding officer that the matter being discussed is not on the agenda, the presiding officer shall direct the member to cease the discussion and, if the member wishes, may direct that the matter be placed on an upcoming agenda.

- 3.05 (11) Council Agenda. (a) Regular Agenda. The City Clerk/Treasurer shall prepare a written agenda in advance of each meeting of the Common Council. This regular agenda shall contain an itemized listing, in the form provided herein, of all new matters to be introduced and all Committee reports to be acted upon by the Common Council. The regular agenda for each scheduled meeting of the Common Council shall be closed at 5:00 p.m. on the third working day prior to the day of the meeting. The agenda shall be available to the entire Council, staff, the press and the public forty-eight (48) hours in advance of each Council meeting.

Caledonia

- **Municipal Code of Ordinances Sec. 2-3-11 Order of Business.**
 - (b) Agenda Preparation.
 - (1) The Village Administrator shall prepare an agenda incorporating the matters comprising the order of business; and
 - (2) There be included on said agenda a time for hearing citizens wishing to address the Board; and
 - (3) No matter requiring research, investigation or decision shall be placed on the agenda of the Village Board unless a request to do so is made to the Village Administrator at least two (2) days prior to the meeting, nor shall the agenda be amended to include said matter, either prior to ordering the meeting, except when the members of the Board unanimously agree to the agenda addition

Cudahy

- **Municipal Code of Ordinances Sec. 2-68 Agenda.**
 - (a) Creation. The mayor shall submit to the common council an agenda which shall contain all of the items of business to be considered by the council at its regular meetings, including the order of business and any other provisions to allow for smooth functioning of council meetings. The meeting shall follow the provisions of the agenda without additions or exceptions unless so authorized by a majority vote of the members present at the meeting.
 - (b) Consent agenda. The mayor may create a consent agenda as a subsection on any common council agenda in which the mayor shall place routine and noncontroversial matters, which do not require a special vote or action to be taken by the common council. No separate discussion or debate shall be permitted on any matters which have been included in the consent agenda. A single motion, seconded and adopted by a majority vote of the common council shall be sufficient to approve, adopt, enact, or otherwise favorably resolve any matter listed on the consent agenda without the requirement of separate discussion thereof. At such time during a common council meeting when the consent agenda is reached, any councilmember may request removal of any item or part thereof previously included in the consent agenda and such item or part thereof shall be removed without debate or vote. Any item or part thereof removed from the consent agenda

by action of the common council shall be separately considered immediately after consent agenda items are resolved.

Delafield

- **Municipal Code of Ordinances** Sec. 2.05 Order of Business.
 - (8)(c) Council requests for future agenda items - NO DISCUSSION OF REQUESTED ITEMS.

Cities/villages **without** clear procedures for adding agenda items: Muskego, Oak Creek, Hales Corners.

In sum, a more common procedure for adding agenda items is for Council/Board members to submit the items to the Clerk or Administrator a number of days prior to the meeting to allow for publication and notice. Most cities/villages have provided for this within their municipal code of ordinances, or in Waukesha and New Berlin's case, in their Council Rules.

Please let me know if you have any questions or concerns, or if you may need any more information regarding this matter.

Respectfully submitted,

Alex Zdunek
Law Clerk



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Ordinance Allowing Chickens in the Village
From:	Trustee Daniel Adler
Copy To:	John Weidl, Diana Dykstra
Date of Committee Action (if required):	
Date of Village Board Action (if required):	

Information

Subject: Chicken Ordinance for the Village

Rationale:

I have received questions from several Village residents regarding the fact that the Village of Mukwonago does not have an Ordinance that allows for the keeping of chickens on residential property. As a result of this, I would like the Board to consider directing Staff to prepare an Ordinance that would allow for chickens to be kept on residential property in the Village. I have consulted with the Village Attorney on this matter and he has provided me with a copy of an Ordinance adopted by the Village of Pewaukee which allows for such activity to occur. A copy of that Ordinance is attached; however, in summary, I would observe the following:

1. The purpose is to allow for a process allowing for the small scale keeping of domestic chickens for personal use and enjoyment of up to 4 domesticated chickens on residentially zoned lots at least ¼ acre in size, and 2 domesticated chickens smaller than ¼ acre in size.
2. Not more than four (4) domesticated chickens may be kept, and this may not include a rooster.
3. The Ordinance has requirements for how the chickens may be kept, e.g., the size of the henhouse, the prohibition against breeding or fertilizer production and the slaughtering of chickens.
4. The henhouse must be at least 50' from a neighboring principal residence, and at least 5' from the side and rear property lines.
5. Excessive noise from the chickens would be prohibited and would be grounds for revocation of any permit.
6. The Ordinance would require that a permit be issued by the Staff on the showing of evidence that the requirements of the Ordinance would be met.

Another option would be the consideration of requiring a Conditional Use Permit; however, this would involve additional expense and time. Therefore, in order to facilitate the keeping of domestic chickens, I would recommend the permit route such as being used by the Village of Pewaukee.



Village of Mukwonago

AGENDA ITEM REQUEST FORM

Fiscal Impact (If any):

A fee would be charged each applicant for a permit for the keeping of chickens. The amount of that fee would be determined by the Board as part of the Ordinance adoption process.

Requested Action by Committee/Board:

Provide direction to Staff regarding the desirability of preparing an Ordinance allowing for the keeping of chickens in the Village of Mukwonago.

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. ____

**ORDINANCE TO CREATE SECTION ____
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
REGARDING KEEPING DOMESTICATED CHICKENS**

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section ____ of the Municipal Code of the Village of Mukwonago is hereby created to read as follows:

Sec. _____. – Keeping of Domesticated Chickens

- (a) *Purpose.* This section is intended to establish a process and the recommended threshold conditions under which small scale keeping of domestic chickens for personal use and enjoyment on residentially zoned lots may be considered for approval through conditional use.
- (b) *Definitions.* All terms herein shall have the meaning described below:
Domestic(ated) chicken(s) means *Gallus domesticus*.
- (c) *Conditions.* Keeping of domesticated chickens on a non-commercial basis and subject to the following conditions may be permitted unless one or more of these conditions has been specifically waived or modified by the planning commission, having first determined that relief or digression from such condition(s) in a specific circumstance is warranted, that such waiver or modification is unlikely to result in adverse impacts upon the surrounding properties, neighborhood or the village as a whole, and that the final plan will uphold the spirit and intent of this division:
 - 1. The minimum lot size required in order to be considered for a conditional use approval to keep up to four domesticated chickens shall be one-quarter acre in area. Any lot under one-quarter acre in area shall be considered for a conditional use approval to keep up to two domesticated chickens.
 - 2. The minimum size requirements for a hen house (a hen house is required) is not less than three cubic feet of space per bird and the hen house must connect to a secure and fully ventilated pen (also required) which contains not less than seven cubic feet of space per bird and an appropriately sized nesting box (also required) shall be provided at the rate of not less than one box per every two birds. Pens shall be properly sized as will permit full spread of the kept birds wingspan and allow the bird(s) to walk/run;
 - 3. No person shall keep a rooster or a crowing hen;
 - 4. No chickens may be kept within a principal residence or garage;

5. Chicken keeping shall be conducted only by the owner occupant (or a tenant with the property owners express written consent for the use) of a property zoned and used for single family detached residential purposes only. No chicken may be kept at mobile homes, condominiums, apartment complexes, duplexes, or any other multiple-family property;
6. No person shall keep chickens in any location on the property other than in the back yard;
7. Hen houses and chicken pens shall not be located closer than 75 feet from the ordinary high water mark of any lake, river, or stream;
8. If a chicken dies, it must be disposed of promptly in a sanitary manner;
9. Chickens shall be kept and handled in a sanitary manner;
10. Chickens shall be kept as pets and for personal use only. No owner shall engage in chicken breeding or fertilizer production for commercial purposes including, but not limited to, farmer's markets;
11. The slaughtering of chickens is prohibited unless it is accomplished/processed at a properly licensed off-premises facility;
12. Chickens must be kept in hen house and chicken pen at all times when not being monitored by a responsible individual, over 18 years of age and able to immediately return the hens to the chicken pen or hen house if necessary. Chickens shall always be secured within the hen house during non-daylight hours;
13. All structures and enclosures related to the keeping of chickens must be at least 50 feet from a neighboring principal residence, at least five feet from the side and rear property lines, and at least five feet from the residence upon the property where the chickens are kept;
14. Noise from chickens may not be loud enough at the property boundaries to disturb a person of ordinary sensitivity;
15. The hen house and pen system shall be properly designed, laid-out on/over a hard surface and maintained as will provide safe and healthy living conditions for the chickens while minimizing adverse impacts to other residents in the neighborhood through use of materials, colors, architecture and spatial site layout that are complimentary to the existing buildings on the premises and the surrounding area;
16. Enclosures must be cleaned not less than twice weekly, kept dry and in a neat and sanitary condition at all times, and exist in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor, or other adverse impact;
17. The hen house shall be enclosed on all sides and have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird-proof wire or fence of no more than one-inch openings;

18. All enclosures for the keeping of chickens must provide adequate ventilation as well as sun protection, and be sanitary, insulated, weatherproof and impermeable to rodents, wild birds, and predators, including dogs and cats and similar. It must also be structurally sound, moisture-proof and maintained in good repair with sufficient space for freedom of movement and retention of body heat with elevated perches for natural roosting position. The nesting boxes must be elevated off the ground;
19. Any proposed lighting attendant to the chicken keeping use shall be presented for consideration;
20. Provisions must be made for the routine removal and lawful disposal of chicken manure in order to prevent any adverse affects related to odor or unsanitary conditions;
21. Any person given a chicken keeping conditional use grant approval, shall provide evidence of proper livestock premises registration with the State of Wisconsin as an exhibit to be included with the conditional use permit document prior to recording;
22. Approved chicken keeping accessory structures and related fencing/enclosures may require the issuance of a building permit(s). It is the applicant's responsibility to secure any required permits prior to the start of any construction or installation

*Please note: Any request for a conditional use permit must be accompanied by site and architectural plans for review by the plan commission, presented in such detail as may be required by the plan commission in order to make an entirely informed decision as to the suitability and compatibility of the proposed use(s) and structure(s).

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 _____, 2020.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer

**HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III
MATTHEW R. GRALINSKI

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrbllawfirm.com
EMAIL: MGBLUM@HRBLAWFIRM.COM

RICHARD S. HIPPENMEYER
(1911-1979)
WILLIAM F. REILLY
(1932-2007)

June 22, 2020

Via Email (jweidl@villageofmukwonago.com)

Mr. John Weidl
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Ordinance Creating Sections 86-78 and 86-177

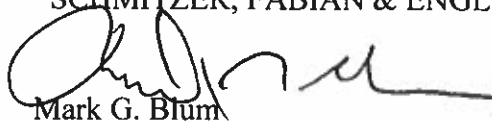
Dear John:

Enclosed is a draft of an Ordinance that I have put together regarding the issue of private versus public mains.

Please look this over and let me know whether you believe it addresses the issues we have recently been discussing on this subject.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.



Mark G. Blum

MGB/jb
Enc.

Cc: Mr. Dave Brown
Mr. Ron Bittner

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. ____

**ORDINANCE TO CREATE SECTIONS 86-78 and 86-177
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
REGARDING EXTENSION OF WATER AND SANITARY SEWER MAINS**

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section 86-78 of the Municipal Code of the Village of Mukwonago is hereby created to read as follows:

Sec. 86-78. – Extension of Water Mains

(a) **Definitions:**

1. *Public Water Mains.* Mains for the transmission of water determined by the Village to provide service to future development beyond the areas being developed at the time of the construction of the main, which are placed on public property, in easements granted to the public or in lands dedicated to the Village for public utility purposes or by fee conveyance which serve more than one parcel.
2. *Private Water Mains.* Mains for the transmission of water exclusively serving private developments through which said mains are run.

(b) **Dedication of Water Mains.** The Village will only accept dedication of Public Water Mains. Private property owners shall be responsible for the installation, operation and maintenance of Private Water Mains to serve their own development unless the main is determined by the Village to provide service to future development beyond the areas being developed at the time of the construction of the main.

(c) **Requirements for Acceptance.** The acceptance of the public water mains will only occur if they are tested and shown to meet State of Wisconsin and Village of Mukwonago Standards and are placed within public rights-of-way, permanent easements in favor of the Village or lands which are conveyed by fee ownership to the Village.

SECTION II

Section 86-177 of the Municipal Code of the Village of Mukwonago is hereby created to read as follows:

Sec. 86-177. – Extension of Sanitary Sewer Mains

(a) **Definitions:**

1. *Public Sanitary Sewer Mains.* Mains for the transmission of sanitary sewage determined by the Village to provide service to future development beyond the areas being developed at the time of the construction of the main, which are placed on public property, in easements granted to the public or in lands dedicated to the Village for public utility purposes or by fee conveyance which serve more than one parcel.
2. *Private Sanitary Sewer Mains.* Mains for the transmission of sanitary sewage exclusively serving private developments through which said mains are run.

(b) **Dedication of Sanitary Sewer Mains.** The Village will only accept dedication of Public Sanitary Sewer Mains. Private property owners shall be responsible for the installation of

Private Sanitary Sewer Mains to serve their own development unless the main is determined by the Village to provide service to future development beyond the areas being developed at the time of the construction of the main.

- (c) Requirements for Acceptance. The acceptance of the public sanitary sewer mains will only occur if they are tested, televised and shown to meet State of Wisconsin and Village of Mukwonago Standards and are placed within public rights-of-way, permanent easements in favor of the Village or lands which are conveyed by fee ownership to the Village.

SECTION III

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION IV

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 V

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 _____, 2020.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer

Village Complaint Intake Form

A Complainant should be informed:

1. The Village will conduct a prompt investigation into complaints alleged.
2. The information provided will be confidential to the extent practical.

Complainant's Name: _____

Role within the City (select one): ☐ Elected Official ☐ Officer ☐ Employee ☐ Resident

Phone: _____ Email: _____

Name of Individual(s) complained against:

Name: _____ Department: _____ Title: _____

Status of individual complained against (select one):

☐ Officer ☐ Village Administrator ☐ Employee

Basis of the Complaint (include the rule or policy believed to have been violated):

Date of violation (if applicable): _____

Are there witnesses to the event or behavior complained of? ☐ Yes ☐ No

Identify those witnesses and their contact information below:

Describe the conduct or violation alleged:

Have you taken any other action to address this conduct? Describe below:

Intake Supervisor Name: _____ Date: _____

Signature: _____

COMPLAINT PROCEDURE

1. Policy Purpose

The purpose of this policy is to establish a procedure for submitting complaints. This policy does not apply to complaints of discrimination or harassment which are handled in accordance with the policy on discrimination and harassment. This policy also does not apply to complaints governed by established policies in the police and fire departments. This policy further does not apply to the submission of grievances, defined as an objection to personnel actions concerning *termination*, *discipline*, and *workplace safety*, and outlined at section V.J of the City's Employee Handbook. The purpose of the procedure is to provide a channel of communication to address problems and concerns, while striving to be fair, clear and reasonably accessible.

2. Policy Applicability

This policy provides for the establishment of procedures to deal with allegations concerning the conduct by Village Elected Officials, Officers and Employees which violates the rules or policies of the Village, excluding discrimination and harassment, or which adversely affect the Village. Complaints may be submitted by elected officials, officers, employees or members of the public. This policy prohibits retaliation against any individual involved in the complaint procedure, including, but not limited to, the complainant, accused or witnesses.

3. Informal Complaints

In cases of minor complaints or questions of departmental or Village operations, a complainant may speak with a supervisor, department head, Village Administrator or elected official prior to initiating the formal complaint procedure. For minor complaints the individual receiving the complaint will attempt to answer any questions and concerns without proceeding through the formal complaint procedure. If it is determined that no further investigation is required, the informal complaint will be documented in writing and retained in the same manner as formal complaints.

4. Complaint Procedure

This procedure does not apply to complaints of discrimination or harassment or to complaints governed by other departmental complaint policies. This procedure applies to all complaints filed by Village Elected Officials, Officers, employees and members of the public concerning the conduct by Village Elected Officials, Officers, Village Administrator and Employees which violates the rules or policies of the Village, excluding discrimination and harassment, or which adversely affects the Village.

Careful investigation and consideration of complaints and due regard for the rights of the persons involved requires a procedure that balances the various interests of all involved. This procedure represents an appropriate balancing of those interests.

Upon receipt of a complaint regarding alleged inappropriate conduct, the Village will proceed consistent with the following procedures:

Allegations Regarding Conduct by Village Employees

1. Any complaint alleging inappropriate conduct by a Village employee should be submitted to a supervisor, department head or the Village Administrator, except in the case that the complaint involves the Village Administrator which shall be processed in accordance with the procedure below. Any employee, supervisor, department head, officer or elected official who receives a complaint under this procedure must forward the complaint to the Village Administrator for investigation. The Village Administrator shall forward a copy of the complaint to the Chair of the Personnel Committee.
2. Allegations contained in a complaint must be reviewed by the Village Administrator or designee who shall have the power and authority to investigate or appoint an investigator and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.
3. The investigator (Village Administrator, designee or appointed) will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.
4. The accused will be informed of the general nature of the complaint. The accused will be accorded an opportunity to discuss the complaint with the investigator.
5. The investigator will interview any other individuals and review documentation as deemed necessary.
6. The investigator will retain written record of the complaint and any interviews conducted or documentation provided.
7. If the complaint remains unresolved, the investigator will issue written findings to the Village Administrator within 10 days.
8. The Village Administrator will take steps necessary to address the findings, including, where appropriate, discipline up to and including termination of employment. Any resolution or discipline, including verbal warning or reprimand, will be documented together with the original complaint and investigative materials and retained by the Village.
9. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution. Any resolution that results in discipline will be appealable by the grievance procedure.

Allegations Regarding Conduct of Village Administrator or Appointed Officer

1. Any complaint alleging inappropriate conduct by the Village Administrator or an appointed officer should be submitted to the Chair of the Personnel Committee. Any employee, supervisor,

department head, officer or elected official who receives a complaint regarding conduct of the Village Administrator or appointed officer must forward the complaint to the Chair of the Personnel Committee for investigation. The Chair of the Personnel Committee shall forward a copy of the complaint to the Village President.

2. Allegations contained in a complaint must be reviewed by the Chair of the Personnel Committee or designee who shall have the power and authority to investigate, or appoint an investigator, and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.
3. The investigator will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.
4. The accused will be informed of the general nature of the complaint. The accused will be accorded an opportunity to discuss the complaint with the investigator.
5. The investigator will interview any other individuals and review documentation as deemed necessary.
6. If the complaint remains unresolved following completion of the investigation, the Chair of the Personnel Committee shall submit written findings to the Village Board within 10 days.
7. The Village Board will take steps necessary to address the findings, including, where appropriate, discipline up to and including termination of employment.
8. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution.

Allegations Regarding Conduct of an Elected Official

1. Any complaint alleging inappropriate conduct by an elected official should be submitted to the Village President, or in the case of a complaint involving the Village President, to the Village Board. Any employee, supervisor, department head, officer or elected official who receives a complaint under this procedure must forward the complaint to the Village President or, in the case of a complaint involving the Village President, to the Village Board.
2. Allegations contained in a complaint regarding an elected official other than the Village President must be reviewed by the Village President or designee who shall have the power and authority to investigate, or appoint an investigator, and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.
3. Allegations contained in a complaint regarding the Village President must be reviewed by the Village Board who shall appoint an investigator.
4. The investigator will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.

5. The accused will be informed of the general nature of the complaint. The accused will be accorded an opportunity to discuss the complaint with the investigator.
6. The investigator will interview any other individuals and review documentation as deemed necessary.
7. Following completion of the investigation, the Investigator shall submit written findings to the Village Board within 10 days.
8. The Village Board will take steps necessary to address the findings, including, where appropriate, censure.
9. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution.

COMPLAINT PROCEDURE

1. Policy Purpose

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2. Policy Applicability

This policy provides for the establishment of procedures to deal with allegations concerning the conduct by Employees which violates the rules or policies of the Village, excluding discrimination and harassment, or which adversely affect the Village. Complaints may be submitted by elected officials, officers, employees or members of the public. This policy prohibits retaliation against any individual involved in the complaint procedure, including, but not limited to, the complainant, accused or witnesses.

3. Informal Complaints

In cases of minor complaints or questions of departmental or Village operations, a complainant may speak with a supervisor, department head, Village Administrator or elected official prior to initiating the formal complaint procedure. For minor complaints the individual receiving the complaint will attempt to answer any questions and concerns without proceeding through the formal complaint procedure. If it is determined that no further investigation is required, the informal complaint will be documented in writing and retained in the same manner as formal complaints.

4. Complaint Procedure

This procedure does not apply to complaints of discrimination or harassment or to complaints governed by other departmental complaint policies. This procedure applies to all complaints filed by Village Elected Officials, Officers, employees and members of the public concerning the conduct by Village Administrator, Appointed Officers, and Employees which violates the rules or policies of the Village, excluding discrimination and harassment, or which adversely affects the Village.

Careful investigation and consideration of complaints and due regard for the rights of the persons involved requires a procedure that balances the various interests of all involved. This procedure represents an appropriate balancing of those interests.

Upon receipt of a complaint regarding alleged inappropriate conduct, the Village will proceed consistent with the following procedures:

Allegations Regarding Conduct by Village Employees

1. Any complaint alleging inappropriate conduct by a Village employee should be submitted to a supervisor, department head or the Village Administrator, except in the case that the complaint involves the Village Administrator which shall be processed in accordance with the procedure below. Any employee, supervisor, department head, appointed officer or elected official who receives a complaint under this procedure must forward the complaint to the Village Administrator for investigation. The Village Administrator shall forward a copy of the complaint to the Chair of the Personnel Committee.
2. Allegations contained in a complaint must be reviewed by the Village Administrator or designee who shall have the power and authority to investigate or appoint an investigator and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.
3. The investigator (Village Administrator, designee or appointed) will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.
4. The accused will be informed of the general nature of the complaint. The accused will be accorded an opportunity to discuss the complaint with the investigator.
5. The investigator will interview any other individuals and review documentation as deemed necessary.
6. The investigator will retain written record of the complaint and any interviews conducted or documentation provided.
7. If the investigator is someone other than the Village Administrator, the investigator will issue written findings to the Village Administrator within 10 days. If the Village Administrator is the investigator, the Village Administrator will finalize the investigation report within 10 days.
8. The Village Administrator will take steps necessary to address the findings, including, where appropriate, discipline up to and including termination of employment. Any resolution or discipline, including verbal warning or reprimand, will be documented together with the original complaint and investigative materials and retained by the Village.
9. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution. Any resolution that results in discipline will be appealable by the grievance procedure.

Allegations Regarding Conduct of Village Administrator or Appointed Officer

1. Any complaint alleging inappropriate conduct by the Village Administrator or an appointed officer should be submitted to the Chair of the Personnel Committee. Any employee, supervisor, department head, officer or elected official who receives a complaint regarding conduct of the Village Administrator must forward the complaint to the Chair of the Personnel Committee for investigation. The Chair of the Personnel Committee shall forward a copy of the complaint to the Village President.
2. Allegations contained in a complaint must be reviewed by the Chair of the Personnel Committee or designee who shall have the power and authority to investigate, or appoint an investigator, and resolve the complaint or, when appropriate, to recommend appropriate action to the Village Board.
3. The investigator will interview the complainant and document the complaint in writing. If the investigator determines further investigation is necessary, the investigation shall proceed.
4. The accused will be informed of the general nature of the complaint. The accused will be accorded an opportunity to discuss the complaint with the investigator.
5. The investigator will interview any other individuals and review documentation as deemed necessary.
6. If the complaint remains unresolved following completion of the investigation, the Chair of the Personnel Committee shall submit written findings to the Village Board within 10 days.
7. The Village Board will take steps necessary to address the findings, including, where appropriate, discipline up to and including termination of employment.
8. Except as provided in the grievance procedure, there shall be no appeal of the findings or resolution.

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Motion to recommend to the Village Board to approve River Park Estates Rehabilitation Phase 2 Change Order No. 3.
From:	Jerad Wegner
Department:	Public Works
Presenter:	Jerad Wegner
Date of Committee Action (if required)	July 1, 2020
Date of Village Board Action (if required)	July 15, 2020

Information

Subject:

Motion to recommend to the Village Board to approve River Park Estates Rehabilitation Phase 2 Change Order No. 3.

Background Information/Rationale:

The existing catch basin No. 35 was located on top of the water service and sewer lateral for 1223 Riverton Drive. Change Order No. 3 relocates the new precast structure as specified in field. Includes mobilization, excavation, adjustment to storm sewer pipes, removal of excavated materials, manhole connections and slurry backfill.

Key Issues for Consideration:
Fiscal Impact (if any):

The increase is based upon a lump sum of \$14,328.00 for the time and material to relocate catch basin No. 35. Change Order No. 3 puts the project at 0.44% of contingencies with the \$1,402,046.43 Original Contract Price.

Requested Action by Committee/Board:

Recommendation to the Village Board for approval of River Park Estates Rehabilitation Phase 2 Change Order No. 3.

Attachments

Date of Issuance: June 12, 2020

Effective Date:

June 12, 2020

Contract: River Park Estates Rehabilitation Phase 2

Owner:

Village of Mukwonago

Contractor: Wolf Paving Company, Inc.

Engineer:

Ruekert & Mielke, Inc.

Address: 612 N. Sawyer Road

Engineer's Project No.:

12-10128.200

Oconomowoc, WI 53066

Effective Date of Contract:

April 10, 2020

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

Description:

A new bid item to relocate catch basin No. 35. Relocate new precast structure as specified in field. Includes mobilization, excavation, adjustment to storm sewer pipes, removal of excavated materials, manhole connections and slurry backfill.

Reason for Change Order:

Existing catch basin No. 35 was located on top of the water service and sewer lateral for 1223 Riverton Drive.

Attachments:

Correspondence from Wolf Paving Company, Inc. dated June 5, 2020. Increase based upon lump sum of \$14,328.00 for the time and material to relocate catch basin No. 35.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>1,402,046.43</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease from previously approved Change Orders: \$ <u>8,163.30</u>	Increase/Decrease from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>1,393,883.13</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>14,328.00</u>	Increase/Decrease of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>1,408,211.13</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:



Engineer (Authorized Signature)

Michael E. Michalski
Ruekert & Mielke, Inc.

Date: June 12, 2020

By:

Owner (Authorized Signature)

Village of Mukwonago

Date: _____

By:



Contractor (Authorized Signature)

Wolf Paving, Inc.

Date: 6/15/2020

Michalski, Michael

From: Brian Gallick <Brian.Gallick@wolfpaving.com>
Sent: Friday, June 5, 2020 8:28 AM
To: Michalski, Michael
Cc: Tim Hansen
Subject: Mukwonago - CB #35 Additional Work

Mike,

Below is the additional t&m change order for CB#35.

5-21-20 9:00 AM to 5:30 PM

3 Guys, 2 Machines, 1 Truck

Backhoe with Operator 8.5 Hours @ \$200.00 per Hour = \$1,700.00

Loader with Operator 8.5 Hours @ \$200.00 per Hour = \$1,700.00

Laborer 8.5 Hours @ \$100.00 per Hour = \$850.00

Quad Axle Truck 8.5 Hours @ \$120.00 per Hour = \$1,020.00

5-22-20 7:00 AM to 10:15 AM
 1:30 PM to 5:30 PM

4 Guys, 2 Machines, 1 Truck

Backhoe with Operator 7.25 Hours @ \$200.00 per Hour = \$1,450.00

Loader with Operator 7.25 Hours @ \$200.00 per Hour = \$1,450.00

Laborer 7.25 Hours @ \$100.00 per Hour = \$725.00

Laborer 7.25 Hours @ \$100.00 per Hour = \$725.00

Quad Axle Truck 7.25 Hours @ \$120.00 per Hour = \$870.00

Materials

Slurry Backfill (Extra)	20 CY @ \$120.00	= \$2,400.0
3/8" Chip (Extra)	21 Ton @ \$28.00	= \$588.00
Water Relocations		
Move Water Line	1 LS @ \$850.00	= \$850.00
Total CB #35 Modification due to Utility Conflict		\$14,328.00

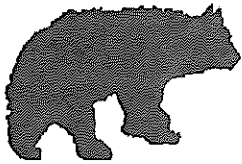
Thank you,
Brian Gallick
Project Estimator/Manager



Wolf Paving Co., Inc
612 N. Sawyer Rd
Oconomowoc, WI 53066

Phone: 262.965.2121 x.223
Mobile: 608.209.3484
Email: Brian.Gallick@wolfpaving.com
Website: www.WolfPaving.com

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Committee/Board:	Public Works/Village Board
Topic:	Well 3 Pump Test
From:	Dave Brown
Department:	Water Utility
Presenter:	Dave Brown
Date of Committee Action (if required):	6/17/2020
Date of Village Board Action (if required):	6/17/2020

Information

Subject:

Well 3 Additional pump test.

Background Information/Rationale:

Additional pump test is needed to to determine what the actual capacity of the well is. The Well is currently rated at 900 gpm and when designed it had a specific capacity of 4.4 it has over time developed and now has a specific capacity of 10. Meaning the capacity of the well has theoretically over doubled over time. I and our engineers are recommending to do a 72 hour pump test and run water quality tests to see what the well will actually produce long term. If the the tests turn out like we expect we could request a rerating of the well to the new capacity with the DNR and if approved could save us potentially Millions from having to drill a new well and all items that arise from that.

Key Issues for Consideration:

We have had correspondence with John Jensen on the complications/benefits from performing this test and he had no reasons not to do the pump test.

Fiscal Impact (If any):

\$45,000

Requested Action by Committee/Board:

Make recommendation that the committee and Board approve the Suez proposal and we proceed,

Attachments

Suez Proposal



Water | Advanced Solutions

May 28, 2020

Village of Mukwonago

440 River Crest Court

Mukwonago, WI 53149

Attn: Dave Brown, Utility Director; Chris Epstein, Engineer, Ruekert & Mielke

RE: Mukwonago Well 3 – Additional Well Testing

Dave,

The purpose of this proposal is to provide you information and pricing for the Water Well Solutions service team to perform additional testing of the performance of Well 3.

Procedures:

1. Mobilize to job site with all required equipment to include a 300 HP test motor, pump, and accessories, rented generator, required discharge hose, and trucking equipment.
2. Set 300 HP pump on 8" column pipe to a depth of 560'. The pump is sized to produce 1500 GPM per the request of the customer.
3. Conduct a 72-hour test of the well performance. The conditions of Well 3 will be consistently monitored over the 72-hour period for pumping water levels and water sampling. The results will be provided to the customer and engineer for review.
4. During the testing, the other wells in the area will also be monitored and the results of the static water levels, pumping water levels, and water sampling will be provided to the customer and engineer.
5. Once the testing is completed, the all testing equipment will be removed from the well and the results will be discussed with both the customer and the engineer to determine the next steps for pump selection.

Total Lump Sum: \$45,000

**The total price includes all of the test pumping equipment, labor for the pump installation, testing, and pump removal, test results, and water test sampling. The estimated labor for this portion of the project is 112 hours and is included in the provided price. Should any issues arise during the procedures provided above the test will be stopped and appropriate action will be discussed with both the customer and engineer.*

If there are any questions or anything else that is needed, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laura Kerschner', with a stylized flourish at the end.

Laura Kerschner

Project Manager

Water | Advanced Solutions

Mobile: (262) 269-9072

Laura.Kerschner@suez.com

June 23, 2020

Ms. Diana Dykstra, CMC
Clerk-Treasurer
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

RE: CTH LO Sanitary Sewer Rehabilitation

Dear Ms. Dykstra:

Bids for the above project were opened on June 17, 2020 at 10:00 a.m. at the Village Hall and were as follows:

	BIDDER	BASE BID
1.	<u>Globe Contractors, Inc.</u>	<u>\$160,665.89</u>
2.	<u>Musson Brothers, Inc.</u>	<u>\$231,897.86</u>
3.	<u>Super Excavators, Inc.</u>	<u>\$253,289.00</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 subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last several years according to references we have contacted.

On these bases, we recommend that Globe Contractors, Inc. be awarded the CTH LO Sanitary Sewer Rehabilitation Base Bid contract, in the amount of \$160,665.89. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason we recommend that the Village include a 10 percent contingency when preparing the financial plan for this work.

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. After Board approval has been received, 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
June 23, 2020
Page 2

Bids remain subject to acceptance until August 16, 2020, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC.



Michael E. Michalski
Project Engineer
mmichalski@ruekert-mielke.com

MEM:sjs

Encl: Notice of Award
Bid Tabulation

cc: Dave Brown, Village of Mukwonago
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

NOTICE OF AWARD

Contract:	CTH LO Sanitary Sewer Rehabilitation	Date of Issuance:	_____
Bidder:	Globe Contractors, Inc.	Owner:	Village of Mukwonago
Address:	N50 W23076 Betker Road	Engineer:	Ruekert & Mielke, Inc.
	Pewaukee, WI 53072	Engineer's Project No.:	12-10133.200

TO BIDDER:

You are notified that your Bid dated June 17, 2020 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

CTH LO Sanitary Sewer Rehabilitation Base Bid

The Contract Price of your Contract is: \$ 160,665.89

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.

Two (2) sets of the Drawings will be delivered separately, or otherwise 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

COST COMPARISON OF BIDDERS

OWNER: Village of Mukwonago
PROJECT: CTH LO Sanitary Sewer Rehabilitation
BID OPENING DATE: June 17, 2020

BASE BID				Globe Contractors, Inc.		Musson Brothers, Inc.		Super Excavators, Inc.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Traffic control	L.S.	1	\$8,325.00	\$8,325.00	\$16,214.00	\$16,214.00	\$27,700.00	\$27,700.00
3	Inlet sediment guards, Type D, if required	EA.	2	\$165.00	\$330.00	\$125.00	\$250.00	\$60.00	\$120.00
4	Full depth saw cutting	L.F.	760	\$2.00	\$1,520.00	\$2.50	\$1,900.00	\$2.00	\$1,520.00
5	Sanitary sewer relay, 8-inch, w/slurry backfill	L.F.	350	\$170.00	\$59,500.00	\$249.00	\$87,150.00	\$290.00	\$101,500.00
6	Remove and replace sanitary sewer manholes, 48-inch w/frame and cover	V.F.	4.31	\$615.00	\$2,650.65	\$898.00	\$3,870.38	\$2,300.00	\$9,913.00
7	Sanitary sewer manholes, 48-inch w/frame and cover	V.F.	12.68	\$218.00	\$2,764.24	\$786.00	\$9,966.48	\$1,000.00	\$12,680.00
8	Replace sanitary manhole chimney	EA.	4	\$3,265.00	\$13,060.00	\$2,750.00	\$11,000.00	\$2,100.00	\$8,400.00
9	Sanitary sewer lateral relay, 6-inch, w/slurry backfill	L.F.	135	\$184.00	\$24,840.00	\$294.00	\$39,690.00	\$242.00	\$32,670.00
10	Sanitary sewer lateral relay, 6-inch, w/spoil backfill	L.F.	37	\$93.00	\$3,441.00	\$154.00	\$5,698.00	\$143.00	\$5,291.00
11	Sanitary sewer lateral reconnection	EA.	7	\$100.00	\$700.00	\$462.00	\$3,234.00	\$17.00	\$119.00
12	Internal/external sanitary manhole chimney seal	EA.	6	\$680.00	\$4,080.00	\$665.00	\$3,990.00	\$1.00	\$6.00
13	Crushed aggregate for road base	TON	390	\$22.00	\$8,580.00	\$28.00	\$10,920.00	\$14.00	\$5,460.00
14	Asphaltic concrete binder course	TON	120	\$102.00	\$12,240.00	\$105.00	\$12,600.00	\$127.00	\$15,240.00
15	Asphaltic concrete surface course	TON	50	\$172.00	\$8,600.00	\$105.00	\$5,250.00	\$154.00	\$7,700.00
16	Crushed aggregate shoulder	L.F.	40	\$10.00	\$400.00	\$51.50	\$2,060.00	\$33.00	\$1,320.00
17	Concrete sidewalk and carriage walk replacement, ir required	S.F.	200	\$14.00	\$2,800.00	\$10.95	\$2,190.00	\$40.00	\$8,000.00
18	Pavement marking, paint, 4-inch yellow, if required	L.F.	730	\$2.00	\$1,460.00	\$4.25	\$3,102.50	\$2.50	\$1,825.00
19	Topsoil, turf grass seed, fertilizer and erosion matting	S.Y.	225	\$15.00	\$3,375.00	\$12.50	\$2,812.50	\$17.00	\$3,825.00
TOTAL OF ALL ESTIMATED BASE BID PRICES (ITEMS 1 - 19)					\$160,665.89		\$231,897.86		\$253,289.00
Mandatory Alternate A									
MA-1	Partial depth pavement milling (2-inches)	S.Y.	9,940	\$5.00	\$49,700.00	\$6.00	\$59,640.00	\$3.00	\$29,820.00
MA-2	2-inch Asphaltic concrete source course	TON	1,215	\$85.00	\$103,275.00	\$77.00	\$93,555.00	\$73.00	\$88,695.00
TOTAL OF ALL MANDATORY ALTERNATE A PRICES (ITEMS MA-1 - MA-2)					\$152,975.00		\$153,195.00		\$118,515.00
Mandatory Alternate B									
MB-1	Sanitary sewer relay, 8-inch, w/granular backfill	L.F.	350	\$117.00	\$40,950.00	\$205.77	\$72,019.50	\$195.00	\$68,250.00
MB-2	Remove and replace sanitary sewer manholes, 48-inch w/frame and cover	V.F.	4.31	\$615.00	\$2,650.65	\$837.03	\$3,607.60	\$1,980.00	\$8,533.80
MB-3	Sanitary sewer manholes, 48-inch w/frame and cover	V.F.	12.68	\$218.00	\$2,764.24	\$701.40	\$8,893.75	\$740.00	\$9,383.20
MB-4	Replace sanitary manhole chimney	EA.	4	\$3,200.00	\$12,800.00	\$2,783.36	\$11,133.44	\$2,100.00	\$8,400.00
MB-5	Sanitary sewer lateral relay, 6-inch, w/granular backfill	L.F.	135	\$144.00	\$19,440.00	\$254.32	\$34,333.20	\$183.00	\$24,705.00
TOTAL OF ALL MANDATORY ALTERNATE B PRICES (ITEMS MB-1 - MB-5)					\$78,604.89		\$129,987.49		\$119,272.00
TOTAL OF ALL ESTIMATED PRICES					\$392,245.78		\$515,080.35		\$491,076.00

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Discussion and possible action to recommend approval of <u>Task Order No. 2020-07</u> from Ruekert Mielke, Inc. for the construction related services of CTH LO Sanitary Sewer Rehabilitation.
From:	Jerad Wegner
Department:	Public Works
Presenter:	Jerad Wegner, P.E.
Date of Committee Action (if required)	July 1, 2020
Date of Village Board Action (if required)	July 1, 2020

Information

Subject:

Discussion and possible action to recommend approval of Task Order No. 2020-07 from Ruekert Mielke, Inc. for the construction related services of CTH LO Sanitary Sewer Rehabilitation.

Background Information/Rationale:

The task order is to provide construction related services for the construction of the CTH LO Sanitary Sewer Rehabilitation project.

Key Issues for Consideration:

Provide construction related services for the relay of sanitary sewer and services in CTH LO.

Fiscal Impact (if any):

Construction Review and Contract Administration Services: \$34,540.00 and Record Drawings & GIS Data Updates: \$1,600.00

Requested Action by Committee/Board:

We are requesting a recommendation to the Village Board for the approval of Ruekert Mielke, Inc. Task Order No. 2020-07 for CTH LO Sanitary Sewer Rehabilitation Construction Related Services.

Attachments

TASK ORDER

This is Task Order No. (2020-07)
consisting of 3 pages
Village of Mukwonago
*CTH LO Sanitary Sewer Rehabilitation
Construction Services*

Task Order

In accordance with the Agreement Amendment between Village of Mukwonago (Owner) and Ruekert-Mielke, Inc. (Engineer) dated February 20, 2019, Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: CTH LO Sanitary Sewer Rehabilitation Construction Services.
- B. Description: Provide construction related services for the sanitary sewer relay along CTH LO.

2. Services of Engineer

Phase 300 – Construction Review

- Provide construction review services.
- Administer the construction contract between the Owner and the Contractor. Duties to be performed are itemized in the Construction Contract between the Owner and the Contractor.
- Respond to Owner staff requests for information.
- Quantity measurements and quantity coordination with Contractor.
- Coordinate pay request with Owner Staff.
- Coordinate and attend pre-construction meeting.
- Coordinate and attend weekly site meetings.
- Respond to citizen questions during construction.
- Final project closeout.

Phase 310 – Record Drawings & GIS Data Updates

- Prepare record drawings to the Owner's standards.
- Incorporate the utility data into the Owner's GIS.

3. Owner's Responsibilities

Respond to design questions and material selections during the construction process.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
300- Construction Review and Administration Services	September 14, 2020
310–Record Drawings & GIS Data Updates	October 30, 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 for Services</u>
300 Construction Review	Standard Hourly Rates	\$34,540*
310 Record Drawings & GIS Data Updates	Lump Sum	\$1,600

* Services and cost are directly related to the amount of time the selected Contractor takes to complete the project.

- B. The terms of payment are set forth in the Standard Terms and Conditions.

TASK ORDER

6. Consultants:

None.

7. Other Modifications to Standard Terms and Conditions:

None.

8. Attachments:

Level of Effort Spreadsheet.

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 February 20, 2019, 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:

Village of Mukwonago

By: _____

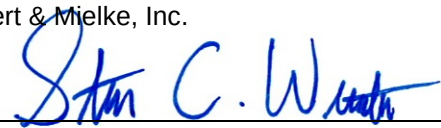
Name: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: June 23, 2020

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

Phone: 262-953-3004

Fax: 262-542-5631

CTH LO Sanitary Sewer Rehabilitation
Construction Related Services

June 22, 2020

	Michael Michalski	Daniel Swinehart	Steven Zaleski	PLS	Survey Crew	Sue Shird			
Initials	MEM	DAS	DAS	CRJ		SJS			
Employee Class	E3	SET (Str Time)	SET (OT)	PLS	Survey Crew	AA		Task Total	Task Total
Hourly Rates	\$ 128	\$ 105	\$ 126	\$ 139	\$ 218	\$ 78	w/o Expenses	Expenses	Dollars
Construction Phase									
Prepare Contracts for Execution by Contractor and Owner	4					8	\$ 1,136	\$ 50	\$ 1,186
Preconstruction Conference (Agenda / Attend / Minutes)	16					8	\$ 2,672	\$ 40	\$ 2,712
Attend 4 Progress Meetings (Agendas / Attend / Minutes)	8					2	\$ 1,180	\$ 120	\$ 1,300
Review Submittals	6						\$ 768		\$ 768
Construction Staking				4	10		\$ 2,736	\$ 280	\$ 3,016
Construction Review		160	20				\$ 19,320	\$ 550	\$ 19,870
Process 1 Pay Requests	4					6	\$ 980		\$ 980
Process 1 Routine Work Change Directives / Change Orders	4					2	\$ 668		\$ 668
Substantial Completion Inspection/Punchlist	1	4				1	\$ 626	\$ 30	\$ 656
Followup Punchlist Inspections/Revised Punchlist	1	4				1	\$ 626	\$ 30	\$ 656
Prepare Final Quantities	6					4	\$ 1,080		\$ 1,080
Project Closeout Documents	8					8	\$ 1,648		\$ 1,648
Construction Phase Subtotal (Hours) =	58	168	20	4	10	40			
Construction Phase Subtotal (Dollars) =	\$ 7,424	\$ 17,640	\$ 2,520	\$ 556	\$ 2,180	\$ 3,120	\$ 33,440	\$ 1,100	\$34,540



Committee/Board:	Public Works
Topic:	2019 CMAR
From:	Dave Brown
Department:	Sewer Utility
Presenter:	Dave Brown
Date of Committee Action (if required):	7/1/2020
Date of Village Board Action (if required):	7/1/2020

Information

Subject:

2019 CMAR

Background Information/Rationale:

CMAR is the annual sewer report submitted to the WDNR. It is a report that rates all aspects of the treatment plant and collection system and puts it all into a grading system. This grade ultimately shows the performance of your system and any deficiencies. A poor grade can ultimately lead to action taken by the DNR to force a utility to upgrade it's system.

Key Issues for Consideration:

The Utility is in good shape structurally and financially. There will be some large maintenance items that will come up in the next 7-10 years, possibly as much as a complete plant upgrade which I have moved back from 5-7 years. This will ultimately happen sooner or later because of new limits imposed on us by the DNR or growth of the Village increasing loadings.

Fiscal Impact (If any):

\$0.00

Requested Action by Committee/Board:

Make motion to approve 2019 CMAR and Resolution

Attachments

2019 CMAR Report and Resolution.

RESOLUTION 2020-28

A RESOLUTION APPROVING THE SUBMITTAL OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 208 - 2019 COMPLIANCE MAINTENANCE ANNUAL REPORT

WHEREAS, the Village of Mukwonago operates a wastewater treatment facility as a sewer utility.

WHEREAS, Chapter NR 208 of the Wisconsin Administrative Code requires that each owner or municipality file a Compliance Maintenance Annual report with the Department of Natural Resources;

NOW THEREFORE BE IT RESOLVED, by the Village Board of the Village of Mukwonago, as owner of such wastewater treatment facility, that it has reviewed the Compliance Maintenance Report herewith attached and approves of the same;

BE IT FURTHER RESOLVED, that the said Village Board finds that no correctional activities are presently needed to maintain such facility within the terms of its WPDES permit.

Adopted this 1st day of July, 2020.

Fred Winchowky, Village President

Attest:

Diana Dykstra, Clerk-Treasurer

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 **2019**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	0.9752	x	200	x	8.34	=	1,628
February	1.1393	x	205	x	8.34	=	1,943
March	1.2535	x	168	x	8.34	=	1,761
April	1.1000	x	189	x	8.34	=	1,738
May	1.3929	x	142	x	8.34	=	1,645
June	1.1650	x	192	x	8.34	=	1,864
July	0.9742	x	187	x	8.34	=	1,519
August	0.8739	x	172	x	8.34	=	1,251
September	1.0507	x	154	x	8.34	=	1,345
October	1.3729	x	147	x	8.34	=	1,684
November	1.1987	x	177	x	8.34	=	1,773
December	1.0471	x	180	x	8.34	=	1,572

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	1.5	x	90	=	1.35
		x	100	=	1.5
Design BOD, lbs/day	2502	x	90	=	2251.8
		x	100	=	2502

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	1	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	1	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		2	0	0	0
Points		4	0	0	0
Total Number of Points					4

4

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:

6/23/2020

2019

3. Flow Meter 3.1 Was the influent flow meter calibrated in the last year? ☒ Yes Enter last calibration date (MM/DD/YYYY) 2019-08-01 ☐ No If No, please explain:										
4. Sewer Use Ordinance 4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences? ☒ Yes ☐ No If No, please explain: 4.2 Was it necessary to enforce the ordinance? ☐ Yes ☒ No If Yes, please explain:										
5. Septage Receiving 5.1 Did you have requests to receive septage at your facility? <table border="0"><tr><td>Septic Tanks</td><td>Holding Tanks</td><td>Grease Traps</td></tr><tr><td>☒ Yes</td><td>☒ Yes</td><td>☒ Yes</td></tr><tr><td>☐ No</td><td>☐ No</td><td>☐ No</td></tr></table> 5.2 Did you receive septage at your facility? If yes, indicate volume in gallons. Septic Tanks ☒ Yes 2,185,980 gallons ☐ No Holding Tanks ☒ Yes 4,918,028 gallons ☐ No Grease Traps ☐ Yes gallons ☒ No 5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes. Solids loading and added sludge production from the septage has been difficult to handle. We have quit taking in septage in 2020 because of this.	Septic Tanks	Holding Tanks	Grease Traps	☒ Yes	☒ Yes	☒ Yes	☐ No	☐ No	☐ No	
Septic Tanks	Holding Tanks	Grease Traps								
☒ Yes	☒ Yes	☒ Yes								
☐ No	☐ No	☐ No								
6. Pretreatment 6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year? ☐ Yes ☒ No If yes, describe the situation and your community's response.										

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 **2019**

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

☐ Yes

☒ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

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Total Points Generated	4
Score (100 - Total Points Generated)	96
Section Grade	A

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:

6/23/2020

2019

Effluent Quality and Plant Performance (BOD/CBOD)

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	1	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	2	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	1	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	1	1	0	0
September	25	22.5	1	1	0	0
October	25	22.5	1	1	0	0
November	25	22.5	1	1	0	0
December	25	22.5	1	1	0	0
* Equals limit if limit is <= 10						
Months of discharge/yr				12		
Points per each exceedance with 12 months of discharge					7	3
Exceedances					0	0
Points					0	0
Total number of points						0
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$						
1.2 If any violations occurred, what action was taken to regain compliance?						
N/A						
2. Flow Meter Calibration						
2.1 Was the effluent flow meter calibrated in the last year?						
☐ Yes Enter last calibration date (MM/DD/YYYY) 						
☒ No If No, please explain:						
We do not have an effluent flow meter. Effluent flow is assumed to equal influent flow. Influent flow meter was tested calibrated on 8/1/2020.						
3. Treatment Problems						
3.1 What problems, if any, were experienced over the last year that threatened treatment?						
None.						
4. Other Monitoring and Limits						
4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?						
☐ Yes						

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 2019

● No If Yes, please explain: N/A 4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test? ○ Yes ● No If Yes, please explain: N/A 4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity? ○ Yes ● No ○ N/A Please explain unless not applicable: N/A	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 **2019**

Effluent Quality and Plant Performance (Total Suspended Solids)

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	5	1	0	0
March	30	27	5	1	0	0
April	30	27	7	1	0	0
May	30	27	8	1	0	0
June	30	27	8	1	0	0
July	30	27	7	1	0	0
August	30	27	10	1	0	0
September	30	27	10	1	0	0
October	30	27	9	1	0	0
November	30	27	8	1	0	0
December	30	27	6	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0
Total Number of Points						0
NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$						
1.2 If any violations occurred, what action was taken to regain compliance?						
N/A						

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 2019

Effluent Quality and Plant Performance (Phosphorus)

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1	0.141	1	0
February	1	0.179	1	0
March	1	0.404	1	0
April	1	0.274	1	0
May	1	0.278	1	0
June	1	0.213	1	0
July	1	0.153	1	0
August	1	0.245	1	0
September	1	0.414	1	0
October	1	0.374	1	0
November	1	0.330	1	0
December	1	0.201	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				10
Exceedances				0
Total Number of Points				0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.
Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 2019

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☐ Land applied under your permit
☐ Publicly Distributed Exceptional Quality Biosolids
☒ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 002 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			6											0	0
Cadmium		39	85			1.1											0	0
Copper		1500	4300			460											0	0
Lead		300	840			17											0	0
Mercury		17	57			<2											0	0
Molybdenum	60		75			13										0		0
Nickel	336		420			18										0		0
Selenium	80		100			<12										0		0
Zinc		2800	7500			880											0	0

Outfall No. 003 - Cake Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75			3.3											0	0
Cadmium		39	85			1.1											0	0
Copper		1500	4300			490											0	0
Lead		300	840			19											0	0
Mercury		17	57			.92											0	0
Molybdenum	60		75			11										0		0
Nickel	336		420			19										0		0
Selenium	80		100			5.6										0		0
Zinc		2800	7500			940											0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 2019

☐ No (10 points) ☒ N/A - Did not exceed limits or no HQ limit applies (0 points) ☐ N/A - Did not land apply biosolids until limit was met (0 points) 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 Exceedence Points ☒ 0 (0 Points) ☐ 1 (10 Points) ☐ > 1 (15 Points) 3.1.4 Were biosolids land applied which exceeded the ceiling limit? ☐ Yes (20 Points) ☒ No (0 Points) 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified? N/A	0																				
4. Pathogen Control (per outfall): 4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 40%;">Outfall Number:</td> <td style="text-align: center;">002</td> </tr> <tr> <td>Biosolids Class:</td> <td style="text-align: center;">B</td> </tr> <tr> <td>Bacteria Type and Limit:</td> <td style="text-align: center;">Fecal Coliform</td> </tr> <tr> <td>Sample Dates:</td> <td>01/01/2019 - 12/31/2019</td> </tr> <tr> <td>Density:</td> <td>460,000</td> </tr> <tr> <td>Sample Concentration Amount:</td> <td>CFU/G TS</td> </tr> <tr> <td>Requirement Met:</td> <td>Yes</td> </tr> <tr> <td>Land Applied:</td> <td>No</td> </tr> <tr> <td>Process:</td> <td>Anaerobic Digestion</td> </tr> <tr> <td>Process Description:</td> <td>Incorporation when land apply.</td> </tr> </table> 4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application. 4.2.1 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points) ☒ No If yes, what action was taken? N/A	Outfall Number:	002	Biosolids Class:	B	Bacteria Type and Limit:	Fecal Coliform	Sample Dates:	01/01/2019 - 12/31/2019	Density:	460,000	Sample Concentration Amount:	CFU/G TS	Requirement Met:	Yes	Land Applied:	No	Process:	Anaerobic Digestion	Process Description:	Incorporation when land apply.	0
Outfall Number:	002																				
Biosolids Class:	B																				
Bacteria Type and Limit:	Fecal Coliform																				
Sample Dates:	01/01/2019 - 12/31/2019																				
Density:	460,000																				
Sample Concentration Amount:	CFU/G TS																				
Requirement Met:	Yes																				
Land Applied:	No																				
Process:	Anaerobic Digestion																				
Process Description:	Incorporation when land apply.																				
5. Vector Attraction Reduction (per outfall): 5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 40%;">Outfall Number:</td> <td style="text-align: center;">003</td> </tr> <tr> <td>Method Date:</td> <td style="text-align: center;">12/31/2019</td> </tr> <tr> <td>Option Used To Satisfy Requirement:</td> <td style="text-align: center;">Incorporation when land apply</td> </tr> <tr> <td>Requirement Met:</td> <td>Yes</td> </tr> <tr> <td>Land Applied:</td> <td>No</td> </tr> <tr> <td>Limit (if applicable):</td> <td></td> </tr> <tr> <td>Results (if applicable):</td> <td></td> </tr> </table> 5.2 Was the limit exceeded or the process criteria not met at the time of land application? ☐ Yes (40 Points)	Outfall Number:	003	Method Date:	12/31/2019	Option Used To Satisfy Requirement:	Incorporation when land apply	Requirement Met:	Yes	Land Applied:	No	Limit (if applicable):		Results (if applicable):								
Outfall Number:	003																				
Method Date:	12/31/2019																				
Option Used To Satisfy Requirement:	Incorporation when land apply																				
Requirement Met:	Yes																				
Land Applied:	No																				
Limit (if applicable):																					
Results (if applicable):																					

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● No If yes, what action was taken? N/A	0
6. Biosolids Storage 6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site? ● >= 180 days (0 Points) ○ 150 - 179 days (10 Points) ○ 120 - 149 days (20 Points) ○ 90 - 119 days (30 Points) ○ < 90 days (40 Points) ○ N/A (0 Points) 6.2 If you checked N/A above, explain why. N/A	0
7. Issues 7.1 Describe any outstanding biosolids issues with treatment, use or overall management: N/A	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing 1.1 Was your wastewater treatment plant adequately staffed last year? ● Yes ○ No If No, please explain: N/A Could use more help/staff for: Would like to add 1 more operator in the next year or two. 1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping? ● Yes ○ No If No, please explain: N/A	
2. Preventative Maintenance 2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items? ● Yes (Continue with question 2) ☐☐ ○ No (40 points) ☐☐ If No, please explain, then go to question 3: 2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment? ● Yes ○ No (10 points) 2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly? ● Yes ○ Paper file system ○ Computer system ● Both paper and computer system ○ No (10 points)	0
3. O&M Manual 3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed? ● Yes ○ No	
4. Overall Maintenance /Repairs 4.1 Rate the overall maintenance of your wastewater plant. ○ Excellent ● Very good ○ Good ○ Fair ○ Poor Describe your rating:	

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All plant structures are visited daily. Operators are trained to be alert when entering rooms and when inspecting equipment not only to inspect by sight but to listen and feel for vibrations and etc. that may be the start of a problem. Maintenance is scheduled and performed by staff or outside vendors as soon as practical when a problem arises.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Operator Certification and Education

1. Operator-In-Charge 1.1 Did you have a designated operator-in-charge during the report year? ● Yes (0 points) ○ No (20 points) Name: DAVID J BROWN Certification No: 19976						0																																																																																								
2. Certification Requirements 2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge? <table border="1"><thead><tr><th rowspan="2">Sub Class</th><th rowspan="2">SubClass Description</th><th>WWTP</th><th colspan="3">OIC</th></tr><tr><th>Advanced</th><th>OIT</th><th>Basic</th><th>Advanced</th></tr></thead><tbody><tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td>X</td></tr><tr><td>A2</td><td>Attached Growth Processes</td><td></td><td></td><td></td><td></td></tr><tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr><tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td>X</td></tr><tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr><tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td>X</td></tr><tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td>X</td></tr><tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td>X</td></tr><tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr><tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td>X</td></tr><tr><td>L</td><td>Laboratory</td><td>X</td><td></td><td></td><td>X</td></tr><tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr><tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>X</td><td>NA</td><td>NA</td></tr></tbody></table> 2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2019; subclass SS is basic level only.) ● Yes (0 points) ○ No (20 points)						Sub Class	SubClass Description	WWTP	OIC			Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X			X	A2	Attached Growth Processes					A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural				X	A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X			X	C	Biological Solids/Sludges	X			X	P	Total Phosphorus	X			X	N	Total Nitrogen					D	Disinfection	X			X	L	Laboratory	X			X	U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	X	NA	NA	0
Sub Class	SubClass Description	WWTP	OIC																																																																																											
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U	Unique Treatment Systems																																																																																													
SS	Sanitary Sewage Collection	X	X	NA	NA																																																																																									
3. Succession Planning 3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)? ☒ One or more additional certified operators on staff ☐ An arrangement with another certified operator ☐ An arrangement with another community with a certified operator ☐ An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year ☐ A consultant to serve as your certified operator ☐ None of the above (20 points) If "None of the above" is selected, please explain:						0																																																																																								
4. Continuing Education Credits																																																																																														

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4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? OIT and Basic Certification: ☐ Averaging 6 or more CECs per year. ☐ Averaging less than 6 CECs per year. Advanced Certification: ☒ Averaging 8 or more CECs per year. ☐ Averaging less than 8 CECs per year.	
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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Financial Management

1. Provider of Financial Information Name: Diana Doherty / Dave Brown Telephone: 262-363-6416 (XXX) XXX-XXXX E-Mail Address (optional): dbrown@villageofmukwonago.com													
2. Treatment Works Operating Revenues 2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ? ● Yes (0 points) ☐☐ ○ No (40 points) If No, please explain: N/A 2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2018 ● 0-2 years ago (0 points) ☐☐ ○ 3 or more years ago (20 points) ☐☐ ○ N/A (private facility) 2.3 Did you have a special account (e.g., CWFPP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? ● Yes (0 points) ○ No (40 points)	0												
REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]													
3. Equipment Replacement Funds 3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2019 ● 1-2 years ago (0 points) ☐☐ ○ 3 or more years ago (20 points) ☐☐ ○ N/A If N/A, please explain: N/A 3.2 Equipment Replacement Fund Activity <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">3.2.1 Ending Balance Reported on Last Year's CMAR</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 40%; border: 1px solid black; text-align: right;">711,049.78</td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">+</td> <td style="border: 1px solid black; text-align: right;">0.00</td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="border: 1px solid black; text-align: right;">711,049.78</td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">+</td> <td style="border: 1px solid black; text-align: right;">6,514.92</td> </tr> </table>	3.2.1 Ending Balance Reported on Last Year's CMAR	\$	711,049.78	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	0.00	3.2.3 Adjusted January 1st Beginning Balance	\$	711,049.78	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	6,514.92	
3.2.1 Ending Balance Reported on Last Year's CMAR	\$	711,049.78											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	0.00											
3.2.3 Adjusted January 1st Beginning Balance	\$	711,049.78											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	6,514.92											

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

-

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 717,564.70

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

(related to 3.2.5) \$50,774.71 of equipment was capitalized in 2019. reserves were adjusted to reflect this increase in the replacement fund calculation

3.3 What amount should be in your Replacement Fund? \$ 715,986.94

0

Please note: If you had a CWWP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

N/A

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. □ □

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Facility planning for Phosphorus treatment limit. This is ongoing and pursuing adaptive management practices.	2,000,000	2020
2	Building Septage Recieving Station, cleaning of raw wetwells, replacing rooftop furnace on main building. These projects are being done this year with the upgrade project and have been completed.	300000	2018
3	Rebuild and upgrade of entire grit system and primary and secondary digesters including mixiing sytem, boiler, elctrical and HVAC. Project is currently being done, expected completion id this fall.	2000000	2019
4	With current and projected growth of the Village I would not be surprised to see the facility in the process of facility planning in the next 7-10 years.	30,000,000	2027
5	Added sludge drying bed and Cake storage space.	500000	2023

5. Financial Management General Comments

Budgeting and setting aside funds as needed to repair and bring equipment up to peak performance.

ENERGY EFFICIENCY AND USE

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6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	8,216	33
February	8,361	20
March	8,479	17
April	6,771	35
May	6,954	37
June	6,260	31
July	4,882	90
August	3,908	31
September	4,632	35
October	5,935	34
November	6,230	35
December	7,540	40
Total	78,168	438
Average	6,514	37

6.1.2 Comments:

None

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☒ Comminution or Screening
- ☐ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☐ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

None

6.3 Has an Energy Study been performed for your pump/lift stations?

- ☒ No
- ☐ Yes

Year:

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By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

None

7. Treatment Facility

7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	104,400	30.23	3,454	50.47	2,069	1,490
February	86,160	31.90	2,701	54.40	1,584	2,707
March	81,120	38.86	2,087	54.59	1,486	3,081
April	86,880	33.00	2,633	52.14	1,666	2,820
May	93,360	43.18	2,162	51.00	1,831	69
June	86,400	34.95	2,472	55.92	1,545	1,471
July	78,280	30.20	2,592	47.09	1,662	3,990
August	79,440	27.09	2,932	38.78	2,048	3,041
September	72,480	31.52	2,299	40.35	1,796	1,965
October	78,240	42.56	1,838	52.20	1,499	1,656
November	88,800	35.96	2,469	53.19	1,669	2,619
December	108,240	32.46	3,335	48.73	2,221	4,272
Total	1,043,800	411.91		598.86		29,181
Average	86,983	34.33	2,581	49.91	1,756	2,432

7.1.2 Comments:

None

7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☐ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☒ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping

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- ☐ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☒ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Primary Clarification and Aerated grit removal.

7.2.2 Comments:

Most all pumps have VFD's installed on them.
We would like to upgrade all lighting to LED and most all outside lighting and office lighting has been done in 2019 along with digester buildings, grit room, Blower building shop area and WAS and RAS pumping room.

7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

More LED lighting upgrades.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

☐ No

☒ Yes

If Yes, how is the biogas used (Check all that apply):

☒ Flared Off

☒ Building Heat

☒ Process Heat

☐ Generate Electricity

☐ Other:

9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

☒ No

☐ Yes

☐ Entire facility

Year:

By Whom:

Describe and Comment:

☐ Part of the facility

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Year:	
By Whom:	
Describe and Comment: 	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

☒ Yes

☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

☒ Yes

☐ No (30 points)

☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

To ensure reliable service, do scheduled cleaning and maintenance per CMOM. During wet periods monitor for I&I and make repairs as needed. Continue televising annually.

Did you accomplish them?

☒ Yes

☐ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)] ☐ ☐

Does this chapter of your CMOM include:

☒ Organizational structure and positions (eg. organizational chart and position descriptions)

☒ Internal and external lines of communication responsibilities

☒ Person(s) responsible for reporting overflow events to the department and the public

☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Municipal Code Ordinances

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2004-06-08

Does your sewer use ordinance or other legally binding document address the following:

☒ Private property inflow and infiltration

☒ New sewer and building sewer design, construction, installation, testing and inspection

☒ Rehabilitated sewer and lift station installation, testing and inspection

☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary

☒ Fat, oil and grease control

☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

☒ Equipment and replacement part inventories

☒ Up-to-date sewer system map

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☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation ☒ A description of routine operation and maintenance activities (see question 2 below) ☒ Capacity assessment program ☒ Basement back assessment and correction ☒ Regular O&M training ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐ What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property? ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements ☒ Construction, Inspection, and Testing ☐ Others: ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐ Does your emergency response capability include: ☒ Responsible personnel communication procedures ☒ Response order, timing and clean-up ☒ Public notification protocols ☒ Training ☒ Emergency operation protocols and implementation procedures ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐ ☒ Special Studies Last Year (check only those that apply): ☒ Infiltration/Inflow (I/I) Analysis ☐ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others: 	0																														
2. Operation and Maintenance 2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Cleaning</td> <td style="width: 20%; text-align: center; border: 1px solid black;">10</td> <td style="width: 50%;">% of system/year</td> </tr> <tr> <td>Root removal</td> <td style="text-align: center; border: 1px solid black;">100</td> <td>% of system/year</td> </tr> <tr> <td>Flow monitoring</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> <tr> <td>Smoke testing</td> <td style="text-align: center; border: 1px solid black;">2</td> <td>% of system/year</td> </tr> <tr> <td>Sewer line televising</td> <td style="text-align: center; border: 1px solid black;">10</td> <td>% of system/year</td> </tr> <tr> <td>Manhole inspections</td> <td style="text-align: center; border: 1px solid black;">10</td> <td>% of system/year</td> </tr> <tr> <td>Lift station O&M</td> <td style="text-align: center; border: 1px solid black;">25</td> <td># per L.S./year</td> </tr> <tr> <td>Manhole rehabilitation</td> <td style="text-align: center; border: 1px solid black;">1</td> <td>% of manholes rehabbed</td> </tr> <tr> <td>Mainline rehabilitation</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of sewer lines rehabbed</td> </tr> <tr> <td>Private sewer inspections</td> <td style="text-align: center; border: 1px solid black;">0</td> <td>% of system/year</td> </tr> </table>		Cleaning	10	% of system/year	Root removal	100	% of system/year	Flow monitoring	0	% of system/year	Smoke testing	2	% of system/year	Sewer line televising	10	% of system/year	Manhole inspections	10	% of system/year	Lift station O&M	25	# per L.S./year	Manhole rehabilitation	1	% of manholes rehabbed	Mainline rehabilitation	0	% of sewer lines rehabbed	Private sewer inspections	0	% of system/year
Cleaning	10	% of system/year																													
Root removal	100	% of system/year																													
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Private sewer inspections	0	% of system/year																													

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 2019

Private sewer I/I removal	0	% of private services
River or water crossings	100	% of pipe crossings evaluated or maintained
Please include additional comments about your sanitary sewer collection system below:		

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

36.35	Total actual amount of precipitation last year in inches
35	Annual average precipitation (for your location)
44	Miles of sanitary sewer
4	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
0	Number of basement backup occurrences
0	Number of complaints
1.13	Average daily flow in MGD (if available)
1.52	Peak monthly flow in MGD (if available)
0	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.00	Basement backups (number/sewer mile)
0.00	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
	Date	Location	Cause	Estimated Volume (MG)
None reported				

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

☒ Yes
☐ No

If Yes, please describe:

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Mukwonago Wastewater Treatment Plant

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2019

Through observation in 2019 we chased back the I&I to an area around the lake. In spring we have begun a study of this area and branching out into an area of major growth. We currently have 6 inline flow meters set up to located the problem. It has shown so far as we expected the I&I is coming from the southern end of the basin by the lake. We are also looking at upgrading the Atkinson Str. L.S. in this area due to continued growth on the north side of the Village. This study is being done in conjunction with the I&I.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

☒ Yes

☐ No

If Yes, please describe:

We have in wet time had to use both pumps which is concerning. This has helped lead to the study discussed in 5.1.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

About the same.

5.4 What is being done to address infiltration/inflow in your collection system?

Through observation in 2019 we chased back the I&I to an area around the lake. In spring we have begun a study of this area and branching out into an area of major growth. We currently have 6 inline flow meters set up to located the problem. It has shown so far as we expected the I&I is coming from the southern end of the basin by the lake. We are also looking at upgrading the Atkinson Str. L.S. in this area due to continued growth on the north side of the Village. This study is being done in conjunction with the I&I. There will also be smoke testing and lateral and illegal sump pump connections done as needed in these areas.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:
6/23/2020 **2019**

Grading Summary

WPDES No: 0020265

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	128
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Mukwonago Wastewater Treatment Plant

Last Updated: Reporting For:

6/23/2020

2019

Resolution or Owner's Statement

Name of Governing Body or Owner:	
Date of Resolution or Action Taken:	
Resolution Number:	
Date of Submittal:	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):	
Influent Flow and Loadings: Grade = A	
Effluent Quality: BOD: Grade = A	
Effluent Quality: TSS: Grade = A	
Effluent Quality: Phosphorus: Grade = A	
Biosolids Quality and Management: Grade = A	
Staffing: Grade = A	
Operator Certification: Grade = A	
Financial Management: Grade = A	
Collection Systems: Grade = A (Regardless of grade, response required for Collection Systems if SSOs were reported)	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	

AGENDA ITEM REQUEST FORM

Committee/Board:	Committee of the Whole
Topic:	Discussion and possible recommendation to approve authorizing the Village President to sign the WE Energies lighting agreement for street lights on Van Buren Dr.
From:	Ron Bittner
Department:	Public Works
Presenter:	Ron Bittner
Date of Committee Action (if required)	July 1, 2020
Date of Village Board Action (if required)	July 15, 2020

Information

Subject:

Discussion and possible recommendation to approve authorizing the Village President to sign the WE Energies lighting agreement for street lights on Van Buren Dr.

Background Information/Rationale:

The developers agreement for The Box Self Storage requires street lights be installed on Van Buren Dr.

Installation fees will be paid by the developer with the Village assuming the monthly electric charges after installation.

Key Issues for Consideration:

Approval of the WE Energies lighting agreement.

Fiscal Impact (if any):

\$25.12 added to the monthly street lighting electric charges.

Requested Action by Committee/Board:

We are requesting a recommendation for board approval to authorize the Village President to sign the WE Energies lighting agree for street lights on Van Buren Dr.

Attachments

[Authorization Cover Letter WI.pdf](#)

4527028 Lighting Record - Non Std 2020-01.xlsx.pdf
4527028 SKETCH.pdf



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

June 24, 2020

Village of Mukwonago
Attn: Ron Bittner
440 River Crest Ct.
Mukwonago, WI 53149

Subject: Work Request 4527028; Lighting at 1655 Van Buren Dr. Mukwonago

Dear Mr. Bittner:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$8,534.59, and does not include site restoration. Net monthly charges will initially increase by \$25.12, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

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

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 262-483-1636. We look forward to working with you on your lighting project.

Sincerely,

Grace Burmester

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

Signature: _____ Date: _____

Print name: _____ Title: _____

Enclosures

Non-Standard Lighting Record - WI

Billing Name	Mukwonago,Village of					Install Remove Premise Account New Account? Customer Type Work Request Related Work Request Page # / of #
Billing Address	PO Box 206					
C/T/V	MUKWONAGO	State	WI	Zip	53149	
Service Address, if different than Billing Address						
Name	Mukwonago,Village of					
Address	1655 Van Buren Dr.					
C/T/V	Mukwonago	State	WI	Zip	53149	

Premise		
Account		
New Account?	☐ Yes	
Customer Type	Governmental (MS4 / LE6)	
Work Request	4527028	
Related Work Request		
Page # / of #	1 OF 1	

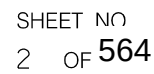
[illegible]

* Monthly total subject to future rate changes approved by Public Service Commission

Comments: _____

Authorization: _____

Property Owner / Authorized Representative Signature _____ Date _____



NATIONAL AVE

RW

SHEET 1

★ ENV
8, 27



★ ENV
8, 27

50



**20-L-
15'FB POLE
COACH LED
MED 3000K
BLACK
4' B.O.C**

25' OFF HYD

S14
BORE
42'

**APPROX. 330'
TO W. NATIONAL DR**

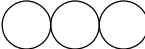
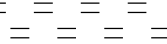
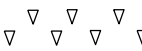
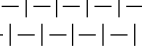
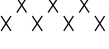
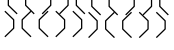
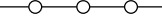
**S14
TRENCH
43'**

CRITICAL SAFETY RULES - EO:

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

PRELIMINARY
NOT FOR CONSTRUCTION!

WE ENERGIES - ELECTRIC OPERATIONS CLEARANCE NOTES: -LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD. -MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE. -THIS APPLIES TO GAS AND WATER MAINS. -MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS. -MAINTAIN 5' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER. -MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS. NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.	OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z Z1 #2 ACSR Z1 1 #1/0 ACSR Z2 1 #3/0 ACSR Z3 3 #2 ACSR Z4 3 #1/0 ACSR Z5 3 #3/0 ACSR Z7 3 #336 ACSR Z9 SPECIAL LIST ON SKETCH Z10 1 WIRE REMOVAL Z11 2 WIRE REMOVAL Z12 3WIRE REMOVAL STANDARD WIRE KEY DIRECT BURY PRIMARY - E, F, H, Q, R, W, X or Z Z13 1 #1 AL 25KV Z14 3 #1 AL 25KV Z15 3 #500 AL 28KV X16 1 #2 AL 15KV X17 3 #2 AL 15KV X18 3 #500 AL 15KV R19 3 #1/0 AL 35KV R20 3 #750 AL 35KV Z21 3 #750 AL 28KV X22 1 #2 Cu 15kV X23 3 #2 Cu 15kV Z24 1 #2 Cu 25kV Z25 3 #2 Cu 25kV X26 3 #500 Cu 15kV Z27 3 #500 Cu 28kV Z28 3 #750 Cu 28kV Z29 SPECIAL - LIST ON SKETCH			NEUTRAL N1-#2 ACSR N1 1-#1/0 ACSR N2 1-#3/0 ACSR N3 1-#4/0 AL N4 1-#336 ACSR N5 REMOVAL GUYING G 1/4" ARM GUY G1 5/16" ARM GUY G2 3/8" ARM GUY G3 5/16" POLE GUY G4 3/8" POLE GUY G5 7/16" POLE GUY	SECONDARY - 1PHASE S 6DX S1 4 TX S2 2 TX S3 1/0 TXR S4 3/0 TXR S5 350 TXR S6 750 TXR S7 1/0 TXF S8 4/0 TXF S9 336 TXR S10 750 TXF S11 3 WIRE REMOVAL S12 3 WIRE MAIN S14 6DX CIC S15 1/0TX CIC	SECONDARY - 3PHASE \$ 1/0 TXF \$1 4/0 TXF \$2 336 TXF \$3 3/0 TX \$4 350 TX \$5 750 TX \$6 1/0 QXF \$7 3/0 QXF \$8 350 QXR \$9 750 QXR \$10 3 WIRE REMOVAL \$11 3/0 QXR \$12 4 WIRE REMOVAL

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

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

General

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

Erosion Control

- If soil disturbance occurs on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMP's) shall be implemented.
- Erosion Control BMR's shall meet or exceed the approved WDNR Storm Watter Management Technical Standards (http://dnr.wi.gov/topic/stormwater/standards/const_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
- Inspect installed erosion control BMP's at least one time per week and after ½" rain events: repair as necessary.
- When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.

Contaminated Soils

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

Spills

- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - Any quantity of oil is spilled into surface water;
 - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - Any oil spill containing greater than 500 ppm PCB;
 - Five gallons or more of oil spilled to the ground;
 - Any oil spill involving a police department, fire department, DNR, or concerned property owner.

Notes 8 through 27 apply as noted at speciflc points withln each work request:

Dewatering

- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.

Wetlands

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

Waterways

- All excess spoils shall be removed from wetlands and placed in a suitable upland location.
- Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration of pre-construction soil stratification, and restoration to pre-construction elevations.
- Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.
- No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams.
- No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
- Any disturbed soil within 75-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.

Threatened and Endangered Species

- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
- In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
- Exclusion fencing must be installed at the work area prior to March 15.
- A qualified biologist must be present when conducting work at this location.

Invasive Specles

- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of Way Best Management Practices should be followed: (<http://council.wisconsinforestry.org/invasives/transportation/>).

Cultural and Historical Resources, cont.

- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
- If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
- A "qualified archaeologist," as specified under Wis. Stats 157.70 (1) (i) and Wis. Admin. Code HS 2.04 (6), must be present to monitor all ground disturbing activities.

Frac-out Contingency Plan

- A frac-out contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components.
 - Continuously inspect the bore paths for frac-outs in order to respond quickly and appropriately.
 - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a frac-out occur.
 - A vac truck shall be accessible on short notice in order to respond quickly to a frac-out.



**VILLAGE OF MUKWONAGO
WAUKESHA/WALWORTH COUNTIES**

RESOLUTION NO. 2020-29

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF MUKWONAGO
TO ACCEPT DEDICATION OF PUBLIC WATER MAIN**

WHEREAS, the Village has entered into a Developer Agreement with Box Self Storage, LLC related to the construction of public water main to serve the Box Self Storage development in the Village; and

WHEREAS, on June 8, 2020, the Village received a request from the manager of Box Self Storage, LLC requesting that the Village accept dedication of the public water main for their project; and

WHEREAS, the Village Engineer has reviewed the construction of the public water main with regard to whether it meets the requirements set forth in the Developers Agreement; and

WHEREAS, Peter W. Gesch, a Project Engineer with Ruekert & Mielke, sent a letter dated June 9, 2020 to Village President Fred Winchowky indicating that “as of this week all of the water main punch list items have been completed to our satisfaction. They have also passed the required pressure test and safe bacteriological test. We are therefore recommending that the Village Board formally accept the public water main at this site”; and

WHEREAS, Mr. Gesch further recommends the acceptance of the public water main be made contingent upon the developer submitting valid Lien Waivers for all contractors involved in the construction of the public water main.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Mukwonago, that the Village does hereby accept the water main, which extends from Edgewood Avenue through a public utility easement along County Highway ES to the Box Self Storage, LLC property, having determined that the water main as constructed meets the requirements set forth in the Developers Agreement with Box Self Storage, LLC, as well as the requirements of the Village of Mukwonago and the State Plumbing Code. Said acceptance is contingent, however, upon the Developer submitting valid, complete, non-contingent Lien Waivers from all contractors providing materials or services regarding the construction of the public water main. This Resolution shall not be signed until such time as said Lien Waivers have been produced.

BE IT FURTHER RESOLVED that Village Staff is hereby directed to take such steps are necessary to effectuate the intention of this Resolution.

Adopted this _____ day of _____, 2020.

APPROVED:

Attestation:

Fred Winchowky, Village President

Diana Dykstra, Village Clerk

June 9, 2020

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

Re: Box Self Storage Development
Water Main Acceptance

Dear President Winchowky:

We have received a formal request from the Box Self Storage Development located on CTH ES in the Village, to have the water main accepted by the Village. This water main has always been intended to be a public water main. This water main extends from Edgewood Avenue, through a public utility easement, along CTH ES and then into the development on the future public roadway.

A few weeks ago, a punch list was established with several items for the water main that needed to be completed. As of this week, all the water main punch list items have been completed to our satisfaction. They have also passed the required pressure tests and safe bacteriological tests. We are, therefore, recommending that the Village Board formally accept the public water main at this site. We further recommend that the acceptance of the water main **be made contingent on the developer submitting valid lien waivers for all contractors involved in the construction of the public water main.**

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg

Enclosure

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
Wayne Castle, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Ben Kohout, Village of Mukwonago
Jon Ross, Box Self Storage
Rob Chandler, Box Self Storage
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

Gesch, Peter

From: Jon Ross <jonr@ogdenre.com>
Sent: Monday, June 8, 2020 9:44 AM
To: Gesch, Peter
Cc: robert.chandler@live.com; Dave Brown; Matthew Mehring; John Weidl
Subject: Box Self Storage LLC, Mukwonago, WI

Follow Up Flag: Follow up
Flag Status: Flagged

Peter,

On behalf of the Box Self Storage LLC, I would like to formally request the Village of Mukwonago's acceptance of the public water main at the Box Self Storage site.

Thank you,

Jonathan Ross
Manager, Box Self Storage LLC

Jonathan S. Ross
President
Ogden & Company Investment Partners, LLC
D: 414.831.0682 • C: 262.369.5960
E: jonr@ogdenre.com



www.ogdenre.com • 414.276.5285
[1665 N. Water Street, Milwaukee, WI 53202](https://www.ogdenre.com/1665-N-Water-Street-Milwaukee-WI-53202)



June 23, 2020

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

Re: Phantom Lakes Preserve Development
Recommendation for Infrastructure Oversizing Reimbursement

Dear President Winchowky:

In order to serve the Phantom Lakes Preserve Development, sanitary sewer and water main needed to be extended along CTH "LO" to the Development. Per Village Ordinance, these utilities were also required to be extended to the far west side of the development, along CTH "LO". The infrastructure that is within the CTH "LO" right-of-way will be public water main and public sanitary sewer upon acceptance by the Village Board.

Per the Developer Agreement, Article I, Section I.2.b, the developer was required to provide sanitary sewer provisions to serve future developments. It was determined that the sanitary sewer along CTH "LO" needed to be a 15-inch sewer main to fit the Village's Master Sanitary Plan to serve any potential future development to the west of the Phantom Lakes Preserve Development.

Per Village Ordinance Sec. 45-149(c), the developer is required to assume all costs for installing the sanitary sewer and its related appurtenances, except for the added cost of installing sewers greater than eight inches in diameter. In this case, to provide for future development the Developer is eligible for the cost difference between installing the minimum 8-inch main and the 15-inch main that was required. The following table is a breakdown of the costs sustained and details the amount eligible for reimbursement:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
15" SDR-35 Sanitary Sewer w/ Spoil Backfill	L.F.	715	\$ 65.00	\$ 46,475.00
15" SDR-35 Sanitary Sewer w/ Granular Backfill	L.F.	249	\$ 115.00	\$ 28,635.00
Subtotal 15-Inch Main				\$ 75,110.00
8" SDR-35 Sanitary Sewer w/ Spoil Backfill	L.F.	715	\$ 50.00	\$ 35,750.00
8" SDR-35 Sanitary Sewer w/ Granular Backfill	L.F.	249	\$ 100.00	\$ 24,900.00
Subtotal 8-Inch Main				\$ 60,650.00
TOTAL REIMBURSEMENT AMOUNT				\$ 14,460.00

We are recommending that the Developer for the Phantom Lakes Preserve Development be reimbursed a total of \$14,460.00 for the public sanitary sewer upsizing costs sustained to provide for future development beyond the site.

If you or any staff or board member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Mr. Fred Winchowky
Phantom Lakes Preserve – Infrastructure Oversizing Reimbursement
June 23, 2020
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch
Project Engineer
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
Greg Petruski, Infinity Development
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

From: [Gesch, Peter](#)
To: [John Weidl](#); [David Brown](#); [Ron Bittner](#); [Ben Kohout](#); [Mark Blum](#)
Cc: [Diana Dykstra](#); [Diana Doherty](#); [Wegner, Jerad](#)
Subject: RE: Phantom Lakes Preserve Utility Oversizing
Date: Monday, June 8, 2020 12:08:50 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)
[image010.png](#)
[image015.png](#)
[image121164.png](#)
[image686930.png](#)
[image783179.png](#)
[image330343.png](#)
[image217437.png](#)
[image683177.png](#)
[image372290.png](#)

John – below is the relevant section from the DA for installing sewer to serve future developments. In this case it was a 15-inch sewer that was needed.

2. Sanitary Sewer Facilities and Laterals:
 - a. The Developer shall install sanitary sewer mains and laterals (to 10 feet outside of the right-of-way) to serve all lots within the Development in accordance with the approved utility plans. In addition to any other approvals required by this Agreement, until such time that all necessary approvals 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 developments.

And here is the relevant code section related to costs sustained by the subdivider.

Sec. 45-149. - Sewage disposal facilities.

modified



- (a) The subdivider shall construct sanitary sewerage facilities in such a manner as to make adequate sanitary sewerage service available to each lot within the subdivision. If public sewer facilities are not available, the subdivider shall make provision for adequate private sewage disposal systems to meet the Wisconsin Administrative Code and the Waukesha County Sanitary Ordinance.
- (b) The village board shall require the installation of sewer mains to the farthest extent of the street lot line. If, at the time of final platting, sanitary sewer facilities are not available to the plat, but will become available within a period of three years from the date of plat recording, the subdivider shall install or cause to be installed sanitary sewers and sewer laterals to the street lot line. All sanitary sewers and laterals shall be constructed in accordance with the standard specifications adopted in the "Development Requirements: Sanitary Sewer, Watermain, and Storm Sewer" (including current updates) of the Village of Mukwonago. A copy of these standard specifications may be obtained from the village clerk or building inspector.
- (c) The subdivider shall assume the cost of installing all sanitary sewer, sewer laterals, and sewer appurtenances within the proposed subdivision, except for the added cost of installing sewers greater than eight inches in diameter which are necessary to serve tributary drainage areas lying outside of the proposed subdivision. In addition, the subdivider shall pay to the village a sanitary sewer trunk line connection fee based on the added cost of installing larger sewers for the total tributary drainage area. Such fee shall be prorated in proportion to the ratio which the total area of the proposed plat is to the total drainage area to be served by such larger sewers.

There is nothing stated for process that I could find.

Mark – Please see below.

Thanks,

Peter W. Gesch
Project Engineer



262-953-3014
920-901-4624
ruekertmielke.com



From: John Weidl <jweidl@villageofmukwonago.com>

Sent: Monday, June 8, 2020 11:41 AM

To: Gesch, Peter <PGesch@ruekert-mielke.com>; Dave Brown <dbrown@villageofmukwonago.com>; Ron Bittner <rbittner@villageofmukwonago.com>; Ben Kohout <bkohout@villageofmukwonago.com>

Cc: Diana Dykstra <ddykstra@villageofmukwonago.com>; Diana Doherty <ddoherty@villageofmukwonago.com>; Wegner, Jerad <jwegner@ruekert-mielke.com>

Subject: RE: Phantom Lakes Preserve Utility Oversizing

I'd like to see a copy of the development agreement or the relevant section as applies. I also think we should check with the Village attorney.

Thx, - JSW
VILLAGE OF MUKWONAGO
John S. Weidl, Village Administrator

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

From: "Gesch, Peter" <PGesch@ruekert-mielke.com>
Date: 6/8/20 11:39 AM (GMT-06:00)
To: John Weidl <jweidl@villageofmukwonago.com>, David Brown <dbrown@villageofmukwonago.com>, Ron Bittner <rbittner@villageofmukwonago.com>, Ben Kohout <bkohout@villageofmukwonago.com>
Cc: Diana Dykstra <ddykstra@villageofmukwonago.com>, Diana Doherty <ddoherty@villageofmukwonago.com>, "Wegner, Jerad" <jwegner@ruekert-mielke.com>
Subject: Phantom Lakes Preserve Utility Oversizing

Morning All,

Greg Petrauski has asked if his reimbursement for the oversizing of the sanitary sewer was processed by the Village Board. I believe we were waiting on acceptance of the public utilities (which has not happened yet).

However, I don't see any reason why his reimbursement can't be approved. I do have the cost difference that they bid out for oversizing between a 8" sewer and a 15" sewer that they put in.

What does the Village need from me in order to process this request? A letter recommending reimbursement to the Board? If this needs to go to the Board, can it be placed on the June 17th Board Meeting?

Thanks,

Peter W. Gesch
Project Engineer



☎ 262-953-3014
☎ 920-901-4624
✉ PGesch@ruekert-mielke.com
🌐 ruekertmielke.com



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-

**VILLAGE OF MUKWONAGO
WAUKESHA/WALWORTH COUNTIES**

RESOLUTION NO. 2020-30

**RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF MUKWONAGO
TO ACCEPT DEDICATION OF PUBLIC WATER MAIN**

WHEREAS, the Village has entered into a Developer Agreement with Infinity Development related to the construction of public water main to serve the Phantom Lakes Preserve development in the Village; and

WHEREAS, on June 17, 2020, the Village received a request from Infinity Development requesting that the Village accept dedication of the public water main for their project; and

WHEREAS, the Village Engineer has reviewed the construction of the public water main with regard to whether it meets the requirements set forth in the Developers Agreement; and

WHEREAS, Peter W. Gesch, a Project Engineer with Ruekert & Mielke, sent a letter dated June 23, 2020 to Village President Fred Winchowky indicating that a site visit was conducted on June 17, 2020 to verify all punch list items were completed at the Phantom Lakes Development on CTH "LO" and they recommend the Village Board accept the Public Water Main Infrastructure and Public Sanitary Sewer Infrastructure.

WHEREAS, Mr. Gesch further recommends the acceptance of the public water and sewer main be made and included with this request were from the developer were valid Lien Waivers for all contractors involved in the construction of the public water and sewer main.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Mukwonago, that the Village does hereby accept the water and sewer main, which extends from Brockway Drive to the western property line of the phantom lakes development, having determined that the water and sewer main as constructed meets the requirements set forth in the Developers Agreement with Infinity Development LLC, as well as the requirements of the Village of Mukwonago and the State Plumbing Code.

BE IT FURTHER RESOLVED that Village Staff is hereby directed to take such steps are necessary to effectuate the intention of this Resolution.

Adopted this 15th day of July, 2020.

APPROVED:

Attestation:

Fred Winchowky, Village President

Diana Dykstra, Village Clerk

June 23, 2020

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

Re: Phantom Lakes Preserve Development
Recommendation of Public Infrastructure Acceptance

Dear President Winchowky:

A site visit was conducted on June 17, 2020 to verify that all punch list items were completed at the Phantom Lakes Preserve Development on CTH "LO". The last few punch list items which included brining hydrants, valve boxes, and manholes to final grade, were completed over the course of the last few weeks. The site has progressed well and, through discussions with Village Staff, we are satisfied with what has been completed to-date.

We, therefore, recommend the following to you and the Village Board:

- Acceptance of the Public Water Main Infrastructure.
- Acceptance of the Public Sanitary Sewer Infrastructure.

The required lien waivers for acceptance of the public infrastructure have been received and are attached to this email.

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

PWG:pwg
Enclosure

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
Greg Petruski, Infinity Development
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

RELEASE FORM 3

**CONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

Upon receipt by the undersigned of a check from Infinity Development, Inc
(Owner or Contractor)

in the sum of \$ 70,233.20 payable to D.F. Tomasini Contractors, Inc.
(Amount Invoiced) (Contractor or SubContractor)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn,
this document shall become effective to release any mechanic's lien, stop notice, or bond right the

undersigned has on the job of Infinity Development, Inc.
(Owner)

located at Phantom Lakes Preserve, Mukwonago, WI

This release covers the final payment to the undersigned for all labor, services, equipment, or material
furnished on the job except for disputed claims for additional work in the amount of \$ ZERO. Before
any recipient of this document relies on it, the party should verify evidence of payment to the
undersigned.

Company: D.F. Tomasini Contractors, Inc.
(Company Name)

By: 
(Signature)

Date: 06/18/20

Kirk Dexheimer, President
(Name and Title)

NOTE: This form complies with the requirements of Wisconsin Civil Code. It is not effective until the
check that constitutes final payment has been properly endorsed and has cleared the bank.