

Village of Mukwonago
Notice of Meeting and Agenda

COMMITTEE OF THE WHOLE MEETING
Wednesday, April 7, 2021

Time: **5:30 pm**

Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court,
Mukwonago, WI 53149**

1. Call to Order

2. Roll Call

3. Comments from the Public

Information and comment may be received from the public by the Committee of the Whole, but solely as to matters that appear on the Agenda for that meeting. The public comment session shall last no longer than 15 minutes and individual presentations are limited to (3) minutes per speaker. These time limits may be extended at the discretion of the Chief Presiding Officer. The Committee of the Whole may have limited discussion on the information received, however, no action will be taken on issues raised during the public comment session unless they are otherwise on the agenda for that meeting. Public comments should be addressed to the Committee of the Whole as a body. Presentations shall not deal in personalities or personal attacks on members of the Board, the applicant for any project or Village employees. Comments, questions and concerns shall be presented in a respectful and professional manner. Any questions to an individual member of the Committee of the Whole or Staff will be deemed out of order by the Presiding Officer.

4. Approval of Minutes

- 4.1 Motion to approve the Committee of the Whole Minutes of March 3, 2021
[Attachment - 2021-03-03 Draft COW Minutes](#)

5. Downtown Development Committee, Trustee Walsh

Discussion and action possible on the following items

- 5.1 Informational DDC Summary including short-term long-term progress report, replacement of Board Member Wash, Temporary Acting Chair, Secretary and Member terms status. *(This is for information only, no action required)*

[Downtown Strategic Plan June 2018](#)

[Agenda Request - Trustee Walsh](#)

[Website DDC Committee 2021](#)

- 5.2 Discussion and possible direction for Village Attorney and staff to review Ordinance 960 for possible changes, further specifying amendments including purpose of committee, composition, term limits, alternates, and attendance.

[Agenda Request - Trustee Walsh](#)

[Attachment - DDC Ord 960 Sec 147-149](#)

- 5.3 Discussion and possible direction on "Downtown Strategic Plan Recommendations made for Immediate Implementation" Reroute of Hwy 83 around Downtown and Police Department Crosswalk Safety Enhancements.

[Attachment - DDC DSP pg 23-24](#)

6. Finance Committee, Trustee Meiners

Discussion and action possible on the following items.

- 6.1 Monthly Treasury Report and Revenue/Expenditure Guideline Report For February
(For information purposes only, no action required)

[2021-02 February Treasury Report.pdf](#)

[2021-02 February Revenue & Expenditure Report.pdf](#)

- 6.2 Discussion and possible recommendation to the Village Board to approve Vouchers in the amount of \$569,199.81.

[2021-04-07 COW AP Packet.pdf](#)

- 6.3 Discussion and possible recommendation to support **Resolution 2021-16** a resolution to support a strong state and local partnership in shared revenue funds for critical services.

[Attachment - Shared Revenue Support Resolution](#)

7. Health and Recreation Committee, Trustee Decker

Discussion and action possible on the following items

- 7.1 Presentation of 2020 Annual Recycling Report

[Attachment - Annual Recycling Report](#)

- 7.2 Discussion and possible recommendation to approve the Special Event Application from the Mukwonago Lions Foundation for the 2021 Mukwonago Maxwell Street Days to be held at Field Park on June 12-13, July 17-18, August 21-22, and September 11-12, along with a temporary Class "B" retailer's License from the American Legion Post #375.

[Attachment - Park and Special Event Application Maxwell Street Days](#)

[Attachment - Maxwell Street Days Temp B License](#)

- 7.3 Discussion and possible recommendation to approve a Park and Special Event permit application from Mukwonago Lions Club for Summerfeste on June 17-20, 2021 at Field Park, along with a temporary Class "B"/"Class B" Retailer's License application.

[Attachment - Park and Event Permit Application Summerfeste](#)

[Attachment - Summerfeste Temp Class B Application](#)

- 7.4 Discussion and possible recommendation to approve Task Order No. 2021-02 from Ruekert Mielke, Inc. for the Survey, Design, and Bidding of the Indianhead Park Outdoor Performance Stage project in the amount of \$23,460.

[Attachment - 2021-02 Indianhead Park Outdoor Performance Stage Task Order](#)

7.5 Discussion and possible recommendation on the Concert Series Program

8. **Judicial Committee, Trustee Walsh**

Discussion and action possible on the following items

- 8.1 Discussion and possible recommendation to approve an Ordinance to amend Section 74-8 of the Mukwonago Municipal Code dealing with the removal of snow and ice by property owners around hydrants.

[Attachment - Chpt 74-8 Amending Snow and Ice Ordinance](#)

- 8.2 Consideration of an appeal to the decision to deny an Operator's License for Cameron Schroeder.

[Attachment - Schroeder Appeal](#)

9. **Library Board of Trustees, Trustee Brill**

Monthly Report of Activities

10. **Personnel Committee, Trustee Johnson**

- 10.1 Motion to forward Grievance from the Mukwonago Professional Police Association dated March 4, 2021 to the Regular Village Board Meeting of April 21, 2021.

11. **Public Works Committee, Trustee Brill**

Discussion and action possible on the following items

- 11.1 Stormwater MS4 Presentation from Public Works Director Bittner

[Attachment - MS4 Annual Report](#)

[Attachment - MS4 Presentation.pptx](#)

- 11.2 Discussion and possible recommendation to approve a resolution to approve a Restated Developer's Agreement for Subdivision Improvements with Minors Estates Phase 4.

[Attachment - Minor's Estate Phase 4 Development Agmt - Draft 4-1-2021](#)

- 11.3 Discussion and possible recommendation on a Resolution Vacating and Releasing Drainage Easements and Landscape Easement set forth on the Plat of Minor's Estates Recorded December 23, 2015.

[Attachment - Minor Estates 4 Stormwater Easment Release](#)

- 11.4 Discussion and possible recommendation to approve REBID Pick 'N Save Pond Retrofit Close-out Change Order and Final Payment request from Mudtech, LLC. in the amount of \$254,643.75.

[Attachment - REBID Pick N Save Pond Retrofit Closeout Letter](#)

- 11.5 Presentation of the Annual Adaptive Management Report, past activities, and next steps.

[Agenda Cover Report - Annual Adaptive Management](#)

[Attachment - Annual Adaptive Management Report](#)

- 11.6 Discussion and possible recommendation to approve the Intergovernmental Agreement (IGA) between Waukesha County and the Village of Mukwonago related to Adaptive Management Program Assistance and Implementation.

[Attachment - Adaptive Management Inter Gov Agreement](#)

- 11.7 Discussion and possible recommendation to approve Task Order 2021-01 with Ruekert-Mielke for a Risk and Resilience Assessment Emergency Response Plan in the amount of \$10,978.

[Attachment - AWIA Task Order 2021-01](#)

- 11.8 Notification of TID 5 Engineering Excellence State Finalist from American Council of Engineering Companies.

[Attachment - ACEC 2021 Engineering Excellence State Finalist](#)

12. Protective Services, Trustee Adler

Discussion and action possible on the following items

- 12.1 Discussion and possible recommendation on the Installation of Emergency Vehicle Pre-Emption Devices on traffic standards at STH 83 & CTH LO/Pearl Avenue and authorize the Village President to sign the agreement with the DOT.

[Attachment - DOT Installation of Emergency Vehicle Pre-emption Devices](#)

13. Village President

- 13.1 Proclamation honoring National Public Safety Telecommunicators Week for April 11 to April 17, 2021.

[Attachment - 2021 Telecommunications Proclamation](#)

14. 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.

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING

Wednesday, March 3, 2021

Time: **5:30 pm**

Place: **Mukwonago Municipal Building/Board Room, 440 River Crest Court,
Mukwonago, WI 53149**

Call to Order

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

Roll Call

Board Members Present

Eric Brill
Jim Decker
Darlene Johnson
John Meiners
Roger Walsh
Fred Winchowky

Excused

Daniel Adler

Also Present

John Weidl, Village Administrator
Diana Dykstra, Village Clerk-Treasurer
Diana Doherty, Finance Director
Kevin Schmidt, Police Chief
Ron Bittner, Public Works Director
Wayne Castle, Assistant Utilities Director
Mark Blum, Village Attorney - *via telephone*
Jerad Wegner, Village Engineer
John Fellows, Village Planner

Approval of Minutes

Approve minutes of the Committee of the Whole Meeting of February 3, 2021

Decker/Johnson motion to Approve minutes of the Committee of the Whole Meeting of February 3, 2021. Unanimously carried.

Downtown Development Committee, Trustee Walsh

Report and update from DDC meeting of February 25, 2021.

Trustee Walsh noted that the Wayfinding and RFP was reviewed and once it is complete the Board will review the costs. The Committee is also looking for a replacement for Sandy Kulik who has been serving as Secretary of the Committee. He is looking forward to working with staff to make those accommodations. He noted there is no alternate in the ordinance to the Committee and they did have some absences at the last meeting. He is hoping to see that addressed in the ordinance in the coming months.

Administrator Weidl noted he is hoping to phase out of the Committee in a few months and let Village Planner Fellows take over.

Finance Committee, Trustee Meiners

Monthly Treasurer Report and Revenue/Expenditure Guideline Report For January

Report was presented and placed on file.

Discussion and recommendation to approve Vouchers in the amount of \$3,779,619.98.

Meiners/Decker motion to recommend approval of Vouchers in the amount of \$3,779,619.98. Unanimously carried.

Presentation and discussion regarding the Bay Apartment Development project from Campbell Construction.

Administrator Weidl commented that previously Mr. Campbell had made a presentation to the Village Board and it was rejected. It was sent back to review the “Pay Go” method.

Jay Campbell of Campbell Construction presented a new mixed-use development project. He noted they are not acquiring additional land, and the restaurant remains as is. There will be 53 units in this design proposal and several reduced amenities from the last design. He noted this project is unable to move forward without help from the Village TIF district in funding.

Trustee Decker questioned the value of the land with the restaurant and would like to see the current restaurant upgraded or building façade addressed.

Trustee Walsh clarified the budget proposed by the Developer and noted the Village has not entered into a “Pay Go” situation yet. Finance Director Doherty confirmed that is true. She noted she would not be able to guarantee any amount because it would be based on the increment generated by property values.

Trustee Johnson commented she would like to support but is nervous on the amount and a “Pay Go” commitment, it is a big bite for taxpayers.

Trustee Meiners commented he is now an employee of Campbell Construction and would like to have the Finance Director explain the “Pay Go” option.

Finance Directory Doherty explained there is a new value that is generated and there would be an agreement based on annual amount that would only increase as the property increases and would go the life of the TID district. Currently the TID closes in 2037.

Attorney Mark Blum noted that there is no debt with a “Pay Go” option and the Village is only paying an amount generated by them so there is nothing to default on. There could be a security provision drafted in case for some reason this was to become tax-exempt parcel and an Administrative fee to deal with the “Pay Go” administration.

Motion to recommend to the Village Board to approve Resolution 2021-07 Amending the 2020 Adopted Budgets for General Fund, Fire, Community Development, Wisconsin Development, TID 3, TID 4, Debt Service, Fire Designated, Village Designated, Capital Equipment, Library, Capital Improvement, Impact Fees, and Parkland Site Funds

Meiners/Decker motion to recommend approval of **Resolution 2021-07** Amending the 2020 Adopted Budgets for General Fund, Fire, Community Development, Wisconsin Development, TID 3, TID 4, Debt Service, Fire Designated, Village Designated, Capital Equipment, Library, Capital Improvement, Impact Fees, and Parkland Site Funds.

Trustee Walsh questioned the expenses with the Fund 200. It was explained the Community Development Fund is for items not funded in the TID such as Maple Center. The CDBG funds were the \$209,000 used to demo tank removal for a committed project downtown. Unanimously carried.

Discussion of attorney and engineering overbudget expenditures.

Trustee Meiners noted he asked for this item to be on the agenda, as he saw the over budget expense and went to the Finance Director to review why this account was in arrears. We either need to adjust the budget amount or not spend as much.

Trustee Johnson asked that any matters dealing with Personnel be discussed in closed session as they must comply with the law. She noted that there are reasons for calling an attorney including conducting labor negotiations which will not need to be handled for six years. There used to be a Personnel Committee where three members would meet, however now it is one chairman at a Committee of the Whole which is different.

Trustee Decker questioned who is responsible for going over budget, who is watching this? He noted previously there was no exception to this. He wanted to know who is responsible and how come he doesn't see any details. He asked the Finance Director to comment.

Finance Director Doherty stated the monthly revenue and expense guidelines are on the agenda every month, along with the detailed Accounts Payable report, so the Trustees should be reading that material.

President Winchowky noted if a more detailed report is necessary, we can get that from the Finance Director. He also noted everyone has high and low years. He reviewed the last six Personnel Chairs and varying skills holding those positions. There will be years of overages and there were challenges in personnel in all Departments, it is necessary at times to involve the attorney. He additionally noted the line item might have been over, but the overall budget was not over. It is difficult to see what the next problem might be to manage or estimate that line item.

Trustee Decker noted as a taxpayer he feels this is out of line and feels there needs to be a way to prevent this from happening again.

President Winchowky noted that he can certainly contact the Finance Chair or Finance Director monthly to review, and the Finance Director just explained you get the information on the agenda each month.

Trustee Walsh commented he appreciates knowing how to place items on an agenda and seeing how policy and procedure changes can be done.

Finance Director requested any policy changes start with the Department Head.

Administrator Weidl stated he has found the League has a service to create policies and provide it to the Village and he would like to attempt not to repeat this mistake in the future and allow them to fix moving forward.

Trustee Meiners noted that Engineering was also drastically over budget. He would like us to review when items are absolutely necessary or required. He also apologized as Finance Chair not recognizing when this was appearing on the reports sooner.

Trustee Walsh reviewed the spreadsheet listing out the various expenses for the engineer listing the Downtown Development and noted he isn't sure what several items are listed are. No action was required.

Discussion and possible recommendation on Resolution 2021-08 a Resolution for a Budget Policy.

Meiners/Decker motion to recommend approval of Resolution 2021-08 a Resolution for a Budget Policy.

Finance Director Doherty stated they put together a policy which mainly focuses on starting the process earlier, includes CIP and Operating, and gets the information out to the public sooner. She is working with a vendor on an electronic budget template which they should be able to show more detail and put together a digital budget book prior to the public hearing. Trustee Meiners noted he was able to see a demo of the new product and feels it will be excellent.

Trustee Brill noted anything in the form of graphs and charts will be helpful for everyone. Unanimously carried

Discussion and possible recommendation on an Ordinance amending Section 2-172 preparation of the annual budget.

Meiners/Walsh motion to recommend approval of an Ordinance amending Section 2-172 preparation of the annual budget.

Attorney Blum noted that they took a look at the current ordinance after receiving concerns from a resident and drafted a policy. These amendments were required to make sure the ordinance was inline with State Statutes and the new policy.

Unanimously carried.

Concert Series Update from Administrator Weidl

Administrator Weidl noted that money is moving in and they are in the right direction. The School District is building the stage and he is more than willing to update the Board monthly if they wish. It was determined Bi-Monthly is fine.

Judicial Committee, Trustee Walsh

Discussion and possible recommendation on creating an ordinance to allow for a public comment period at the Committee of the Whole meetings.

Walsh/Brill motion to recommend approval to create an ordinance to allow for public comment at the Committee of the Whole meetings limited to items on the Agenda.

Trustee Walsh noted that public participation is democracy in action and sometimes we do allow comment and sometimes we don't. We currently run with a Consent Agenda and public participation is difficult which is why he brought that item forward.

President Winchowky commented that when the word transparency is thrown out it sounds like we aren't doing something correctly. The Chairs have allowed someone to speak. If people want to they have our email addresses, they can text us, call us and let us know how they feel.

Trustee Decker asked if this item included "limited to items on the agenda", he would support it.

Attorney Blum explained that if an item is brought forward and it was rejected in this session, the session is defined as the current group, then it can't be brought back unless it is truly modified.

Trustee Walsh confirmed this is not the same request, he is interested in only the Committee of the Whole.

Trustee Brill noted that residents can get ahold of them, however, rarely is he ever contacted or reached out to. He feels there is value in having public comment at meetings.

Unanimously carried.

Library Board of Trustees, Trustee Brill

Library Board Report for the Month of February 2021

Trustee Brill provided an update on the Library activities including the replacement of the Library Director, phasing in hours, establishing a app for the phone, and he provided their annual report of statistics.

Public Works Committee, Trustee Brill

Discussion and possible recommendation to award Wolf Paving Co., Inc. the 2021 Street Rehabilitation contract with Mandatory Alternates A, B, C, D and E in the amount of \$613,792.45.

Brill/Meiners motion to recommend approval to award Wolf Paving Co., Inc. the 2021 Street Rehabilitation contract with Mandatory Alternates A, B, C, D and E in the amount of \$613,792.45. It was noted bids came in under budget.

Unanimously carried.

Discussion and possible recommendation to approve Task Order No. 2021-01 from Ruekert Mielke, Inc. for the Survey, Design, and Bidding of the Fox River Pedestrian Bridge project in the amount of \$59,615.00.

Brill/Decker motion to recommend approval of Task Order No. 2021-01 from Ruekert Mielke, Inc. for the Survey, Design, and Bidding of the Fox River Pedestrian Bridge project in the amount of \$59,615.00, for a 10 Foot H5 Pedestrian Bridge. It was noted the estimated project cost is \$599,495.00 and it includes this design cost. This is a budgeted item. Roll Call: "Yes" Trustee Brill, Decker, Meiners, and Winchowky. "No" Trustee Johnson and Walsh. Motion carried 4-2.

Update on the status of the Mukwonago Dam repair.

Public Works Director Bittner noted this is almost complete. The Southgate might be a consideration in the future for budgeting, he noticed water was creeping around the gate. They do an annual Dam inspection. Trustee Johnson thanked Director Bittner for keeping Phantom Lakes District informed throughout the process.

No action was required.

Discussion and possible recommendation to approve a Snow & Ice Control Policy.

Brill/Decker motion to recommend approval of a snow and ice control policy. Director Bittner noted the Village did not have one previously and this document reviews how the Village will go about handling certain situations. He noted there is no perfect storm decisions, but it depends on temperature, forecasts, and how to adapt and utilize resources.

Trustee Walsh questioned the snow storm policy for clearing of pedestrian ramps.

Bittner noted there are over 300 pedestrian ramps in the Village. At this time the Village clears hydrants and village owned ramps. Property Owners are responsible for their own ramps.

There will be a notice in the March utility billing regarding who is responsible.

Unanimously carried.

Police Protective Services and Joint Fire Protective Services, Trustee Adler

Next Meeting Scheduled for March 15, 2021 at 6:30pm.

Adjournment

Meeting was adjourned at 7:10pm.

Respectfully Submitted,

Diana Dykstra, MMC
Village Clerk-Treasurer

DRAFT

Downtown Development Committee (DDC) Agenda Items 1, 2, & 3

Background:

The Downtown Development Committee was formed by Ordinance 960 to Amend Section 2-147 on May 15, 2019. Section 2-147 refers to the Village Economic Development Committee Composition. (attach copies of Ord 960 and Sec-147, 148, 149) ***Should Sec-148, Appointments, terms, vacancies also apply to the DDC?***

Under Committees and Commissions, The Village website states, "The purpose of the Downtown Development Committee shall be to advise the village board on matters of implementation identified in the Downtown Strategic Plan." (attach link to Downtown Strategic Plan) (attach copy of Village website committee description) The Downtown Strategic Plan was created by the Downtown Strategic Plan Steering Committee.

The 2018 Downtown Strategic Plan includes Recommendations Made for Immediate Implementation as well as Tier 1 and Tier 2 Recommendations.

The Village website also describes current DDC members and term expirations. It's unclear how the terms are decided. **1-, 2-, or 3-year terms?** Sec 2-148 states, "all appointments shall be made by the village president and confirmed by the village board."

DDC has 5 Village Resident voting members and 4 non-voting members. It's unclear if a Board Member should be a voting member. "The Chairperson shall be elected from the members and shall serve annually."

I have served 2 years as a voting Board Member and Chair. I don't recall why my term would expire in 2022. I thought my term on DDC as both a member and Chair was annual-1 year.

There is precedence on previous committees for alternate members to provide continuity and some backup for maintaining a quorum.

A courtesy attendance amendment should be considered for unexcused or multiple absences. (Example-a member may be asked to resign and replaced by an alternate or unexpired term appointment by the village president.)

DDC Agenda Item Request 1:

Informational DDC Summary including short-term long-term progress report, replacement of Board Member Walsh, Temporary Acting Chair, Secretary and Member terms status: No Action Required

(Attach: Link and copy of Downtown Strategic Plan-46 pages) (Attach website DDC description 1 page)

DDC Agenda Item Request 2:

Direction for Village Attorney and Staff to review Ordinance 960 for possible changes, further specifying amendments including purpose of committee, composition, term limits, alternates, and attendance. (Attach Ordinance 960 and Division3 EDC Sec 2-147 Composition, 2-148, 2-149 Duties & Committee description)

DDC Agenda Item Request 3:

Highlights Summary of Hwy 83, Streetscaping Concept Design Plans A & B, Road Condition, Downtown Village Infrastructure Needs

Discussion and Possible Direction on “Downtown Strategic Plan Recommendations made for Immediate Implementation” Reroute of Hwy 83 around Downtown and Police Department Crosswalk Safety Enhancements.

(Attach pages 23 and 24 of Downtown Strategic Plan)

Downtown Development Committee

View Agendas

The purpose of the Downtown Development Committee shall be to advise the village board on matters of implementation identified in the [Downtown Strategic Plan](#).

The Downtown Development Committee consists of five voting members whom shall be Village Residents and four non-voting members with voice. The non-voting members should include (1) Member of the Historic Preservation Committee (HPC) (2) Member of the Village Plan Commission and/or Village Board (3) The Village Administrator or Community Planner. The Chairperson shall be elected from the members and shall serve annually. All appointments are made by the Village President and confirmed by the Village Board.

Meeting Dates, Time and Place: The Downtown Development Committee meets on the fourth Thursday of every month at 6:00pm. The Committee meets in the Board Room located at the Village Hall, 440 River Crest Ct.

<u>Title</u>	<u>Name</u>	<u>Address/Affiliation</u>	<u>Term</u>
Voting Member	Roger Walsh	142 Oakland Ave.	2022
Voting Member	Eliza Pautz	306 Pearl Ave.	2021
Voting Member	Karl Kettner	603 Prairie Hill Ave.	2021
Voting Member	David Stockwell		2021
Voting member	Scott Reeves	207 Lincoln Ave.	2022
Non-Voting Member	Ryan Lilly	S348W8935 Eagles Nest	2022
Non-Voting Member	Ray Goodden		2021
Non-Voting Member	Sandra Kulik	S110W3037 YMCA Camp Rd.	2022
Non-Voting Member	John Fellows		2021

Downtown Development Committee (DDC) Agenda Items 1, 2, & 3

Background:

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DDC has 5 Village Resident voting members and 4 non-voting members. It's unclear if a Board Member should be a voting member. "The Chairperson shall be elected from the members and shall serve annually."

I have served 2 years as a voting Board Member and Chair. I don't recall why my term would expire in 2022. I thought my term on DDC as both a member and Chair was annual-1 year.

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A courtesy attendance amendment should be considered for unexcused or multiple absences. (Example-a member may be asked to resign and replaced by an alternate or unexpired term appointment by the village president.)

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Direction for Village Attorney and Staff to review Ordinance 960 for possible changes, further specifying amendments including purpose of committee, composition, term limits, alternates, and attendance. (Attach Ordinance 960 and Division3 EDC Sec 2-147 Composition, 2-148, 2-149 Duties & Committee description)

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(Attach pages 23 and 24 of Downtown Strategic Plan)

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. 960

**ORDINANCE TO AMEND DIVISION 3, SPECIFICALLY SECTIONS 2-147
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE REGARDING THE
COMPOSITION OF THE DOWNTOWN DEVELOPMENT COMMITTEE**

The Village Board of the Village of Mukwonago, Waukesha and Walworth Counties do hereby ordain as follows:

SECTION I

Section 2-147 of the Municipal Code of the Village of Mukwonago is hereby amended to read as follows:

Sec. 2-147. Composition.

The DDC shall consist of five voting members each of whom shall be Village Residents and up to four non-voting members with voice.

The members of the DDC shall include the following:

- (1) A Member of the Historic Preservation Committee (HPC)
- (2) A member of the Village Plan Commission and/or the Village Board (the representatives of the Village Board and Plan Commission may be the same person)
- (3) The Village Administrator or Community Planner

In considering the appointment of members, the Village President may consider whether the candidates are business owners or managers of businesses in the Village; persons with known interest in local economic development; persons having general knowledge of the affairs of the Village; persons whose principal occupations offer unique skills in land use, planning, architecture, local history, local government, construction or economic development;

The Chairperson shall be elected from the members and shall serve annually.

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.

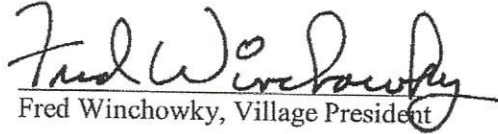
SECTION VI

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.

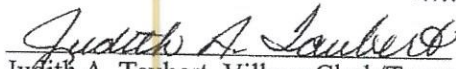
PASSED AND ADOPTED by the Village Board this 15 day of MAY, 2019.



APPROVED:


Fred Winchowky, Village President

Countersigned:


Judith A. Taubert, Village Clerk/Treasurer

Sec. 2-146. - Purpose of division.

The economic development committee, referred to in this division as EDC, shall be a citizen advisory committee whose purpose shall be to advise the village board on matters of economic development, implementing economic development activities that will assist in improving economic conditions in the village and developing and maintaining the village industrial park.

(Code 1966, § 2.17(1))

Sec. 2-147. - Composition.

The EDC shall consist of seven voting members, one ex-officio member, and three non-voting members-at-large as follows:

- (1) The village president;
- (2) The village administrator;
- (3) The village finance director;
- (4) A member of the village plan commission;
- (5) Three citizens whose principal occupations shall be business owners or managers of businesses in the village with known interest in local economic development, or residents having general knowledge of the affairs of the village, and interest in local economic development;
- (6) Ex-officio member as follows:
 - a. The village clerk and shall serve as secretary;
- (7) Non-voting members-at-large as follows:
 - a. Three citizens having general knowledge of the affairs of the village, and interest in local economic development;
- (8) The chairperson shall be elected from the members and shall serve for a period of one year.

(Code 1966, § 2.17(2); Ord. No. 882, § I, 10-7-14)

Sec. 2-148. - Appointments; terms; vacancies.

- (a) All appointments shall be made by the village president and confirmed by the village board;
- (b) Appointments of the six citizen members shall be for staggered three-year periods, except that of those first appointed: two shall be for one year; two shall be for two years; and two shall be for three years.
- (c) The village plan commission member shall serve a two-year term and will be appointed in May of even-numbered election years.
- (d) Vacancies will be filled in the same manner as the original appointment for the unexpired term of office thereof.

(Code 1966, § 2.17(3); Ord. No. 882, § I, 10-7-14)

Sec. 2-149. - Duties.

The economic development committee shall be responsible for implementing the following economic development program goals:

- (1) Guide and coordinate the efforts of local individuals and organizations concerned with the economic development of the village.
- (2) Retain existing employment opportunities and encourage the expansion of existing business and industry in the village by helping to meet the needs of existing employers.
- (3) Create new employment opportunities through the attraction of new employers to the community.
- (4) Assist in creating new employment opportunities by facilitating entrepreneurial opportunities in the village.
- (5) Facilitate economic development in the village through the provision of community facilities and services that will assist in the expansion of employment opportunities.
- (6) To assist the village in marketing, coordinating and facilitating the development of the Mukwonago Industrial Park.

(Code 1966, § 2.17(4))

State Law reference— Promotion of industry generally, W.S.A., § 46.52 et seq.

Recommendation 2-8

Investigate the development of a Business Improvement District (BID) to support and enhance downtown.

See Recommendation 1-6.

- ❖ Estimated Cost - BID (Tier 2): Each property owner in the BID pays an annual special assessment tax.

Recommendations Made for Immediate Implementation

During the development of the strategic plan the DSPSC made the following recommendations to the Village Board for immediate implementation. The committee took such action as these activities were rated important by the community survey and by prior committees focused on downtown planning. A number of the items recommended by the DSPSC are quick-wins such as: roadway design planning and reinstituting the HPC, some recommendations will take longer to implement such as a reroute Hwy. 83.

Reroute of Hwy. 83 Around Downtown

The DSPSC recommended the Village Board pursue negotiations with WisDOT to complete a jurisdictional transfer of Hwy. 83 through downtown on Veterans Way/Holz Parkway. The urgency in this recommendation is the goal of reducing heavy truck and thru traffic downtown for the long-term and to promote a pedestrian/destination-friendly environment. An ownership transfer of Hwy. 83 in downtown to the Village would provide the Village unimpeded access to fix and improve the oldest infrastructure in the Village both above and below the road.

- ❖ Estimated Cost: TBD

Ordinance to Change the Trucking Route onto Veterans Way/Holz Parkway

See Recommendation 1-2.

Police Department Crosswalk Safety Enhancements

Meetings between Village officials and WI Dept. of Transportation in March 2018 resulted in the Village being granted permission to pursue pedestrian safety enhancements on Hwy. 83. The Village will be responsible for funding 100% of the costs of the improvements. A comprehensive roadway design should be considered prior to implementation of these enhancements - see Recommendation 1-1. The downtown core area from Hwy. LO to Field Street should be the primary focus for immediate improvements.

In the interim it is recommended that an educational campaign be developed.

- A mailer to be included with the utility billings
 - Reminders that it's State Law to stop at pedestrian crossings
 - Utilizing Veterans Way/Holz Parkway as an alternative to reduce the number of non-stop vehicles through downtown
- Reinstall pedestrian crossing signs in the middle of the road on Hwy. 83 as soon as possible in the spring
- The downtown business community, residents and the Police Department continue to meet and work together to address safety issues

❖ Estimated Project Cost: \$250,000

Reinstitute the Historic Preservation Commission

See Recommendation 1-4.

Next Steps

The Downtown Strategic Plan Steering Committee would like to thank the Village Board for their thoughtful consideration of this plan's recommendations. Many hours have been spent planning, surveying, discussing and debating the information that has been summarized in this report. Village residents and business owners have provided valuable input on what is important to them and have expressed excitement over the potential changes that will impact and shape the future of Mukwonago's downtown.

Continued discussions and planning for the implementation of the plan's recommendations is vital to keep the momentum moving forward. Recommendations of capital improvements involving Village funding should be incorporated into the Village's 5-year capital plan in a manner that makes implementation feasible and cost-effective for Mukwonago's taxpayers.

Concurrently, some recommendations can be implemented by individual property owners and downtown stakeholders. Property owners are encouraged to think about the elements of this plan that they can directly impact, such as: installing bike racks, undertaking building façade improvements, and encouraging the Hwy. 83 jurisdictional transfer. Stakeholders throughout the Village can continue to voice their opinions and support for the Village's initiatives to make the downtown pedestrian-friendly and historically significant. Encouraging business development and providing cultural and recreational opportunities to continue bringing the community together is essential.

TREASURERS REPORT	Feb-2021	TOTAL	Citizens	LGIP	Long Term Investments - Johnson Bank & ADM
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GENERAL VILLAGE

100-111xxx	General Fund	3,908,548.01	614,671.24	2,239,143.42	1,054,733.35
100-111005/020/033	Checking/MRA/Accrued Sick	1,039,682.17	634,292.73	295,777.29	109,612.15
150-111300	Fire Department	410,343.90	110,301.06	300,042.84	
200-110xxx	Community Development (Deback)	1,207,739.04	1,757.03	1,205,982.01	
210-111xxx	Wisc Development - RLF	185,145.69		185,145.69	-
220-111xxx	TID#3-General	1,427,124.83	155,645.22	1,258,062.29	13,417.32
240-111xxx	TID#4-General	119,753.66	28,755.87	90,997.79	
250-111xxx	TID#5-General	3,733,813.64	303,196.45	3,430,617.19	
300-111xxx	Debt Service	2,616,867.85	610,422.63	2,006,445.22	
320-111300	Fire Department Designated	257,614.84	84.00	257,530.84	
340-111xxx	Village Designated Funds	428,628.66	23,499.82	405,128.84	
410-111300	Recycling	325,343.10	226,356.26	98,986.84	
430-111300	Capital Equipment	438,219.09	72,947.63	365,271.46	
440-111xxx	Library	506,444.93	216,216.88	290,228.05	
480-111xxx	Capital Improvement Funds	1,581,411.25	90,047.03	1,036,284.08	455,080.14
500-111300	Stormwater District #1	77,400.86	7,387.66	70,013.20	
600-111xxx	Impact Fees	351,133.24	28,804.17	322,329.07	
720-111xxx	Taxroll	192,522.23	191,380.10	1,142.13	
810-111xxx	Parkland Site	235,495.05	18,869.05	216,626.00	
TOTAL		19,043,232.04	3,334,634.83	14,075,754.25	1,632,842.96

WATER UTILITY

610-111300	Cash	244,566.13	244,566.13		
610-111200	Bonds & Unrestricted Cash	242,059.30		242,059.30	
610-111400	Long Term Debt	25,986.29			25,986.29
610-111050	Current Year Debt Reserve	169,571.17	169,571.17	-	
610-111060	Required Debt Reserve	582,677.33	-	177,704.60	404,972.73
610-111080	Impact Fee	31,605.72	31,104.19	501.53	
610-111033	Accrued Sick Pay	6,730.59		6,730.59	-
TOTAL		1,303,196.53	445,241.49	426,996.02	430,959.02

SEWER UTILITY

620-111300	Cash	140,555.31	140,555.31		
620-111200	Bonds & Unrestricted Cash	183,969.31		183,969.31	
610-111400	Long Term Debt	124,028.03			124,028.03
620-111030	Sewer Connection Fee	43,931.03	23,878.29	20,052.74	-
620-111060	Required Debt Reserve	707,250.13	-	-	707,250.13
620-111050	Current Year Debt Reserve	159,760.73	159,760.73	-	
620-111070	Equipment Replacement Fund	728,070.89	-	533,151.03	194,919.86
620-111080	Impact Fee	678,201.40	11,965.49	666,235.91	
620-111033	Accrued Sick Pay	6,730.58		6,730.58	-
TOTAL		2,772,497.41	336,159.82	1,410,139.57	1,026,198.02

GRAND TOTAL	23,118,925.98	4,116,036.14	15,912,889.84	3,090,000.00
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Prepared by Diana Doherty

balance check

23,118,925.98

PERIOD ENDING 02/28/2021

PRELIMINARY DECEMBER BUDGET TO ACTUAL
 SELECT FUNDS

GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	YTD BALANCE 02/28/2021	AVAILABLE BALANCE	% BDGT USED
Fund 100 - GENERAL FUND					
Revenues					
OTHERREV	OTHER REVENUES	58,728.00	2,404.82	56,323.18	4.09
PTAX	GENERAL PROPERTY TAX	2,932,656.00	2,279,499.70	653,156.30	77.73
UNCLASSIFIED	Unclassified	10,258.00	0.00	10,258.00	0.00
TAXES	OTHER TAXES	387,500.00	64,166.66	323,333.34	16.56
IGOVTRV	INTERGOVERNMENTAL REVENUES	818,410.00	135,946.93	682,463.07	16.61
LICPER	LICENSES & PERMITS	359,410.00	58,162.31	301,247.69	16.18
LAWORD	FINES & FORFEITURES	165,000.00	30,147.40	134,852.60	18.27
PUBCHGS	PUBLIC CHARGES FOR SERVICES	34,050.00	5,364.70	28,685.30	15.76
LEISURE	LEISURE ACTIVITIES	85,000.00	0.00	85,000.00	0.00
IGOVTC	INTERGOVERNMENTAL CHARGES	201,000.00	201.00	200,799.00	0.10
INVTINC	INVESTMENT INCOME	43,211.00	1,556.15	41,654.85	3.60
TOTAL REVENUES		5,095,223.00	2,577,449.67	2,517,773.33	50.59
Expenditures					
5111	VILLAGE BOARD	62,063.00	8,791.42	53,271.58	14.17
5112	HISTORIC PRESERVATION	290.00	7.14	282.86	2.46
5120	MUNICIPAL COURT	45,321.00	11,544.52	33,776.48	25.47
5130	VILLAGE ATTORNEY	95,000.00	8,484.00	86,516.00	8.93
5141	VILLAGE ADMINISTRATION/FINANCE	234,708.00	17,739.64	216,968.36	7.56
5142	CLERK-TREASURER	236,130.00	30,062.02	206,067.98	12.73
5144	ELECTIONS	26,900.00	728.18	26,171.82	2.71
5151	INDEPENDENT AUDITING	13,000.00	0.00	13,000.00	0.00
5153	ASSESSMENT OF PROPERTY	20,550.00	2,861.80	17,688.20	13.93
5154	RISK & PROPERTY INSURANCE	133,103.00	26,278.88	106,824.12	19.74
5160	VILLAGE HALL	51,737.00	2,216.68	49,520.32	4.28
5211	POLICE ADMINISTRATION	1,192,305.00	188,105.55	1,004,199.45	15.78
5212	POLICE PATROL	1,052,284.00	133,553.35	918,730.65	12.69
5213	CRIME INVESTIGATION	248,005.00	32,240.37	215,764.63	13.00
5215	POLICE TRAINING	12,000.00	1,133.91	10,866.09	9.45
5220	FIRE STATION (VILLAGE)	8,215.00	1,110.43	7,104.57	13.52
5235	EMERGENCY GOVERNMENT	2,350.00	0.00	2,350.00	0.00
5241	BUILDING INSPECTOR	238,460.00	38,768.18	199,691.82	16.26
5247	BOARD OF APPEALS	1,050.00	0.00	1,050.00	0.00
5254	DAMS	8,685.00	1,008.34	7,676.66	11.61
5300	DPW GENERAL ADMINISTRATION	347,938.00	59,143.65	288,794.35	17.00
5323	GARAGE	62,624.00	6,795.22	55,828.78	10.85
5324	MACHINERY & EQUIPMENT	101,009.00	15,692.70	85,316.30	15.54
5335	ENGINEERING	75,000.00	0.00	75,000.00	0.00
5341	STREETS & ALLEYS	46,406.00	38.26	46,367.74	0.08
5342	STREET LIGHTING	170,500.00	13,515.52	156,984.48	7.93
5343	CURBS GUTTERS & SIDEWALKS	25,135.00	0.00	25,135.00	0.00
5344	STORM SEWER	15,897.00	55.50	15,841.50	0.35
5345	STREET CLEANING	9,304.00	0.00	9,304.00	0.00
5347	SNOW & ICE CONTROL	120,211.00	16,180.45	104,030.55	13.46
5348	STREET SIGNS & MARKINGS	15,834.00	1,671.24	14,162.76	10.55
5362	GARBAGE COLLECTION	2,897.00	157.49	2,739.51	5.44
5431	ANIMAL POUND	2,470.00	2,420.00	50.00	97.98
5512	MUSEUM	11,100.00	744.61	10,355.39	6.71
5521	PARKS	175,823.00	2,817.79	173,005.21	1.60
5522	CELEBRATIONS	7,988.00	1,153.93	6,834.07	14.45
5611	FORESTRY	19,476.00	1,600.15	17,875.85	8.22
5613	WEED CONTROL	200.00	4.85	195.15	2.43
5632	PLANNING DEPARTMENT	124,593.00	9,918.35	114,674.65	7.96
5660	STORMWATER MASTER PLAN	10,500.00	220.00	10,280.00	2.10
5670	ECONOMIC DEVELOPMENT	43,162.00	10,453.55	32,708.45	24.22
5900	OTHER FINANCING USES	25,000.00	0.00	25,000.00	0.00
TOTAL EXPENDITURES		5,095,223.00	647,217.67	4,448,005.33	12.70
Fund 100 - GENERAL FUND:					
TOTAL REVENUES		5,095,223.00	2,577,449.67	2,517,773.33	50.59
TOTAL EXPENDITURES		5,095,223.00	647,217.67	4,448,005.33	12.70
NET OF REVENUES & EXPENDITURES		0.00	1,930,232.00	(1,930,232.00)	100.00

PERIOD ENDING 02/28/2021

PRELIMINARY DECEMBER BUDGET TO ACTUAL
 SELECT FUNDS

GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	YTD BALANCE 02/28/2021	AVAILABLE BALANCE	% BDGT USED
Fund 150 - FIRE/AMBULANCE FUND					
Revenues					
OTHERREV	OTHER REVENUES	0.00	655.00	(655.00)	100.00
PTAX	GENERAL PROPERTY TAX	191,015.00	31,835.84	159,179.16	16.67
EBIX	EBIX REVENUES	1,086,649.00	115,424.00	971,225.00	10.62
IGOVTRV	INTERGOVERNMENTAL REVENUES	78,592.00	0.00	78,592.00	0.00
PUBCHGS	PUBLIC CHARGES FOR SERVICES	1,500.00	0.00	1,500.00	0.00
IGOVTC	INTERGOVERNMENTAL CHARGES	191,015.00	37,142.34	153,872.66	19.44
INVTINC	INVESTMENT INCOME	1,000.00	64.91	935.09	6.49
TOTAL REVENUES		1,549,771.00	185,122.09	1,364,648.91	11.95
Expenditures					
5140	ADMINISTRATIVE & GENERAL	26,888.00	4,481.34	22,406.66	16.67
5221	FIRE ADMINISTRATION	984,113.00	146,425.33	837,687.67	14.88
5222	FIRE SUPPRESSION	63,298.00	5,131.72	58,166.28	8.11
5223	FIRE TRAINING	39,478.00	5,299.97	34,178.03	13.43
5231	AMBULANCE	345,393.00	46,730.01	298,662.99	13.53
5232	AMBULANCE TRAINING	22,601.00	4,612.92	17,988.08	20.41
5700	CAPITAL OUTLAY EXPENDITURES	38,000.00	9,018.35	28,981.65	23.73
5900	OTHER FINANCING USES	30,000.00	0.00	30,000.00	0.00
TOTAL EXPENDITURES		1,549,771.00	221,699.64	1,328,071.36	14.31
Fund 150 - FIRE/AMBULANCE FUND:					
TOTAL REVENUES		1,549,771.00	185,122.09	1,364,648.91	11.95
TOTAL EXPENDITURES		1,549,771.00	221,699.64	1,328,071.36	14.31
NET OF REVENUES & EXPENDITURES		0.00	(36,577.55)	36,577.55	100.00

PERIOD ENDING 02/28/2021

PRELIMINARY DECEMBER BUDGET TO ACTUAL
 SELECT FUNDS

GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	YTD BALANCE 02/28/2021	AVAILABLE BALANCE	% BDGT USED
Fund 610 - WATER UTILITY FUND					
Revenues					
OTHERREV	OTHER REVENUES	100.00	695.33	(595.33)	695.33
UTILREV	UTILITY REVENUES	2,003,500.00	1,938.59	2,001,561.41	0.10
CONTRIB	CONTRIBUTED CAPITAL	100,000.00	30,128.00	69,872.00	30.13
MISCINC	MISC INCOME UTILITIES	137,000.00	35,657.55	101,342.45	26.03
IGOVTC	INTERGOVERNMENTAL CHARGES	1,500.00	39.95	1,460.05	2.66
INVTINC	INVESTMENT INCOME	14,985.00	187.70	14,797.30	1.25
TOTAL REVENUES		2,257,085.00	68,647.12	2,188,437.88	3.04
Expenditures					
5140	ADMINISTRATIVE & GENERAL	200.00	0.00	200.00	0.00
5900	OTHER FINANCING USES	150,541.00	0.00	150,541.00	0.00
6200	PUMPING OPERATIONS	119,798.00	11,340.22	108,457.78	9.47
6210	PUMPING MAINTENANCE	184,362.00	2,443.02	181,918.98	1.33
6300	WATER TREATMENT OPERATIONS	75,181.00	7,095.36	68,085.64	9.44
6310	WATER TREATMENT MAINTENANCE	33,466.00	2,053.78	31,412.22	6.14
6450	T&D-DISTR RSRVR/STNDP MAINT	3,301.00	26.44	3,274.56	0.80
6451	T&D-MAINS MAINTENANCE	45,107.00	855.59	44,251.41	1.90
6452	T&D-SERVICES MAINTENANCE	40,818.00	3,912.57	36,905.43	9.59
6453	T&D-METERS MAINTENANCE	29,093.00	484.21	28,608.79	1.66
6454	T&D-HYDRANTS MAINTENANCE	27,314.00	0.00	27,314.00	0.00
6901	METER READING LABOR	8,893.00	96.85	8,796.15	1.09
6902	ACCOUNTING & COLLECTING LABOR	82,868.00	13,418.16	69,449.84	16.19
6920	ADMINISTRATIVE & GENERAL EXP	964,530.00	95,171.41	869,358.59	9.87
6950	YEAR END ACCOUNTING ADJUSTMENT	491,613.00	0.00	491,613.00	0.00
TOTAL EXPENDITURES		2,257,085.00	136,897.61	2,120,187.39	6.07
Fund 610 - WATER UTILITY FUND:					
TOTAL REVENUES		2,257,085.00	68,647.12	2,188,437.88	3.04
TOTAL EXPENDITURES		2,257,085.00	136,897.61	2,120,187.39	6.07
NET OF REVENUES & EXPENDITURES		0.00	(68,250.49)	68,250.49	100.00

PERIOD ENDING 02/28/2021

PRELIMINARY DECEMBER BUDGET TO ACTUAL
 SELECT FUNDS

GL NUMBER	DESCRIPTION	2021 AMENDED BUDGET	YTD BALANCE 02/28/2021	AVAILABLE BALANCE	% BDGT USED
Fund 620 - SEWER UTILITY FUND					
Revenues					
OTHERREV	OTHER REVENUES	1,000.00	7.45	992.55	0.75
UNCLASSIFIED	Unclassified	10,000.00	0.00	10,000.00	0.00
UTILREV	UTILITY REVENUES	1,628,960.00	4,805.07	1,624,154.93	0.29
LICPER	LICENSES & PERMITS	100,800.00	21,416.00	79,384.00	21.25
CONTRIB	CONTRIBUTED CAPITAL	97,558.00	11,140.00	86,418.00	11.42
MISCINC	MISC INCOME UTILITIES	250,000.00	18,164.48	231,835.52	7.27
INVSTINC	INVESTMENT INCOME	25,600.00	291.07	25,308.93	1.14
TOTAL REVENUES		2,113,918.00	55,824.07	2,058,093.93	2.64
Expenditures					
5140	ADMINISTRATIVE & GENERAL	120.00	0.00	120.00	0.00
5900	OTHER FINANCING USES	24,000.00	0.00	24,000.00	0.00
8010	WWTP-TREATMENT/DISPOSAL/GP	510,733.00	42,732.56	468,000.44	8.37
8020	LIFT STATIONS/PUMPING EQUIP	32,145.00	5,310.85	26,834.15	16.52
8030	WASTEWATER COLLECTION SYSTEM	98,875.00	856.41	98,018.59	0.87
8100	DPW	0.00	946.56	(946.56)	100.00
8300	ACCOUNTING/COLLECTING	75,668.00	13,224.96	62,443.04	17.48
8400	ADMINISTRATIVE & GENERAL	618,052.00	32,356.06	585,695.94	5.24
8900	YEAR END ACCOUNTING ADJUSTMENT	754,325.00	0.00	754,325.00	0.00
TOTAL EXPENDITURES		2,113,918.00	95,427.40	2,018,490.60	4.51
Fund 620 - SEWER UTILITY FUND:					
TOTAL REVENUES		2,113,918.00	55,824.07	2,058,093.93	2.64
TOTAL EXPENDITURES		2,113,918.00	95,427.40	2,018,490.60	4.51
NET OF REVENUES & EXPENDITURES		0.00	(39,603.33)	39,603.33	100.00
TOTAL REVENUES - ALL FUNDS		11,015,997.00	2,887,042.95	8,128,954.05	26.21
TOTAL EXPENDITURES - ALL FUNDS		11,015,997.00	1,101,242.32	9,914,754.68	10.00
NET OF REVENUES & EXPENDITURES		0.00	1,785,800.63	(1,785,800.63)	100.00

Accounts Payable Cover Sheet

Report:	Period or corresponding report date		
Village Accounts Payable	4/8/2021	\$	237,633.67
Library Accounts Payable	3/12/2021	\$	21,268.96
Spectrum (ach withdrawal)	3/15/2021	\$	2,757.21
WE Energies (ach withdrawal)	3/29/2021	\$	131,044.38
US Bank (ach withdrawal)	3/30/2021	\$	7,161.56
Manual Checks or E-checks issued	3/3/2021 E-Checks	\$	1,745.51
Manual Checks or E-checks issued	3/3/2021	\$	4,230.91
Manual Checks or E-checks issued	3/9/2021 E-Checks	\$	153.75
Manual Checks or E-checks issued	3/10/2021	\$	2,217.76
Manual Checks or E-checks issued	3/11/2021	\$	418.80
Manual Checks or E-checks issued	3/16/2021 E-Checks	\$	1,500.00
Manual Checks or E-checks issued	3/16/2021	\$	8,421.84
Manual Checks or E-checks issued	3/17/2021 E-Checks	\$	130,095.46
Manual Checks or E-checks issued	3/17/2021	\$	9,824.88
Manual Checks or E-checks issued	3/23/2021	\$	376.00
Manual Checks or E-checks issued	3/25/2021	\$	912.50
Manual Checks or E-checks issued	3/26/2021 E-Checks	\$	1,849.62
Manual Checks or E-checks issued	3/26/2021	\$	7,587.00
Total for Approval:		\$	<u>569,199.81</u>

The preceding list of bills payable was approved for payment

Date: _____

Approved by: _____

04/01/2021 01:43 PM
User: mschneider
DB: Mukwonago

PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO
EXP CHECK RUN DATES 04/08/2021 - 04/08/2021
UNJOURNALIZED OPEN
BANK CODE: GEN - CHECK TYPE: PAPER CHECK

Page: 1/11

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: AIRGAS USA LLC					
9977729362	EMS SUPPLIES	150-5231-531100	370.04	370.04	FIRE
9978206970	EMS SUPPLIES	150-5231-531100	115.38	115.38	FIRE
TOTAL VENDOR AIRGAS USA LLC				485.42	
VENDOR NAME: ALSCO					
IMIL1666686	MARCH MAT CLEANING	100-5211-539400	45.89	45.89	POLICE
IMIL1668968	VH WALK OFF MATS	100-5160-521900	42.21	42.21	DPW
IMIL1671248	MARCH 25 MAT CLEANING SERVICE	100-5211-539400	45.89	45.89	POLICE
TOTAL VENDOR ALSCO				133.99	
VENDOR NAME: AMERICAN POWER, INC					
133576	LINE LAZER PAINTER PARTS	100-5324-539500	3.78	3.78	DPW
TOTAL VENDOR AMERICAN POWER, INC				3.78	
VENDOR NAME: ANDERSON-ASHTON INC					
2021 REFUND METER	2021 REFUND - METER DEPOSIT	610-0000-235000	1,000.00	1,000.00	ALLOCATE
TOTAL VENDOR ANDERSON-ASHTON INC				1,000.00	
VENDOR NAME: APEX SUPPLY CHAIN TECHNOLOGIES					
81076	APEX INVOICE	150-5231-531100	58.78	58.78	FIRE
TOTAL VENDOR APEX SUPPLY CHAIN TECHNOLOGIES				58.78	
VENDOR NAME: ASSOCIATED APPRAISAL CONSULTANT INC					
153645	APRIL 2021 ASSESSMENT SVS	100-5153-521900	1,430.90	1,430.90	CLERK
TOTAL VENDOR ASSOCIATED APPRAISAL CONSULTANT INC				1,430.90	
VENDOR NAME: AT & T MOBILITY					
X03152021	MARCH ATT CELL PHONE AND HOTSPOT	100-5211-522500	580.81	580.81	POLICE
TOTAL VENDOR AT & T MOBILITY				580.81	
VENDOR NAME: AUGUST WINTER & SONS INC					
28777	WWTF ANNUAL BOILER MAINTENANCE	620-8010-833000	8,408.86	8,408.86	UTILITIES
TOTAL VENDOR AUGUST WINTER & SONS INC				8,408.86	
VENDOR NAME: BAYSIDE PRINTING LLC					
138427	WATER/WWTF BILLING	610-6920-692300	66.00	132.22	UTILITIES
		620-8400-852000	66.22		
TOTAL VENDOR BAYSIDE PRINTING LLC				132.22	
VENDOR NAME: BLOOM COMPANIES LLC					
12054	DESIGN HWY 83 PROJECT INDUSTRIAL PARK	250-5335-521900	38,805.07	38,805.07	FINANCE
12143	DESIGN HWY 83 PROJECT INDUSTRIAL PARK	250-5335-521900	4,072.14	4,072.14	FINANCE
TOTAL VENDOR BLOOM COMPANIES LLC				42,877.21	
VENDOR NAME: BOUND TREE MEDICAL LLC					
83984337	EMS SUPPLIES	150-5231-531100	95.20	95.20	FIRE
83995526	EMS SUPPLIES	150-5231-531100	210.00	210.00	FIRE

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: BOUND TREE MEDICAL LLC					
	TOTAL VENDOR BOUND TREE MEDICAL LLC			305.20	
VENDOR NAME: BUELOW, VETTER, BUIKEMA, OLSON					
2488.00099	2021 JAN2021 JANUARY AND FEBRUARY ACTIVITY	100-5111-521900	1,909.50	6,119.50	FINANCE
		100-5111-521900	1,642.50		
		100-5632-521900	85.50		
		150-5221-521900	570.00		
		100-5300-521900	1,912.00		
2488.05458 2021 JAN2021 JANUARY/FEBRUARY ACTIVITY					
		100-5111-521900	662.50	1,192.50	FINANCE
		150-5221-521900	530.00		
TOTAL VENDOR BUELOW, VETTER, BUIKEMA, OLSON				7,312.00	
VENDOR NAME: C & M AUTO PARTS INC					
6079-333888	BREAKS FOR CAPTIVA	100-5241-539500	252.65	252.65	BUILDING
6079-333962	EQUIPMENT PAINT	100-5323-531100	12.99	12.99	DPW
6079-333050	AMBULANCE OIL FILTERS	150-5231-539500	21.54	21.54	FIRE
6079-332704	FIRE APPARATUS OIL CHANGE	150-5222-539500	100.44	100.44	FIRE
6079-333049 PD	CARQUEST OIL FILTERS	100-5212-539500	7.18	7.18	POLICE
6079-333049 DPW	AUTO BULBS	100-5324-539500	6.60	6.60	DPW
6079-333115	BOOM TRUCK WIRE HARNESS COMPONENT	100-5324-539500	1.58	1.58	DPW
6079-333402	SHOP SUPPLIES	100-5323-531100	23.38	23.38	DPW
6079-333050 PD	SQUAD OIL FILTERS	100-5212-539500	21.54	21.54	POLICE
TOTAL VENDOR C & M AUTO PARTS INC				447.90	
VENDOR NAME: CAMPBELL CONSTRUCTION					
2021 REFUND METER	2021 REFUND - METER DEPOSIT	610-0000-235000	1,000.00	1,000.00	ALLOCATE
TOTAL VENDOR CAMPBELL CONSTRUCTION				1,000.00	
VENDOR NAME: CENTRAL OFFICE SYSTEMS					
71820796	CENETRAL OFFICES INVOICE	150-5221-522500	92.00	92.00	FIRE
71820762	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		
		620-8300-840000	51.15		
TOTAL VENDOR CENTRAL OFFICE SYSTEMS				257.00	
VENDOR NAME: CENTRALOFFICE SYSTEMS					
IN238215	MARCH COPIER USAGE	100-5211-521900	134.00	134.00	POLICE
IN238634	COPY MACHINE BASIC CHARGE MARCH 18 TO JU	100-5211-521900	67.20	67.20	POLICE
TOTAL VENDOR CENTRALOFFICE SYSTEMS				201.20	
VENDOR NAME: CENTURY SPRINGS BOTTLING					
5802256	VH WATER	100-5160-531100	23.00	23.00	DPW

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VENDOR NAME: CENTURY SPRINGS BOTTLING					
5806168	VH WATER DISPENSER	100-5160-531100	328.00	328.00	DPW
TOTAL VENDOR CENTURY SPRINGS BOTTLING				351.00	
VENDOR NAME: CINTAS					
4079745007	WATER/WWTF UNIFORM SERVICE	610-6920-693000	34.96	69.96	UTILITIES
		620-8010-827000	35.00		
4079745012	UNIFORMS	100-5323-531100	88.90	88.90	DPW
4078400067	STAFF UNIORMS	100-5323-531100	88.90	88.90	DPW
4078400084	WATER/SEWER UNIFORM SERVICE	610-6920-693000	34.00	68.75	UTILITIES
		620-8010-827000	34.75		
4079064950	STAFF UNIFORMS	100-5323-531100	88.90	88.90	DPW
4079065049	WATER/SEWER UNIFORM SERVICE	610-6920-693000	60.50	120.96	UTILITIES
		620-8010-827000	60.46		
TOTAL VENDOR CINTAS				526.37	
VENDOR NAME: DF TOMASINI, INC.					
2021 REFUND METER	2021 REFUND - METER DEPOSIT	610-0000-235000	1,000.00	1,000.00	ALLOCATE
TOTAL VENDOR DF TOMASINI, INC.				1,000.00	
VENDOR NAME: DISPLAY SALES					
INV-027923	HOLIDAY LIGHTING DISPLAYS	100-5522-531100	4,663.50	4,663.50	DPW
TOTAL VENDOR DISPLAY SALES				4,663.50	
VENDOR NAME: DORNER COMPANY					
156648-IN	WWTF WAS PUMP AUTOMATIC VALVE REPLACEMENT	620-8010-833000	5,327.00	5,327.00	UTILITIES
TOTAL VENDOR DORNER COMPANY				5,327.00	
VENDOR NAME: E. & B. SCALE SERVICES, INC					
7074	WWTF LAB SCALE CALIBRATION SERVICE	620-8010-826000	125.00	125.00	UTILITIES
TOTAL VENDOR E. & B. SCALE SERVICES, INC				125.00	
VENDOR NAME: EAGLE ENGRAVING					
2021-1656	ACCOUNTABILITY TAGS	150-5222-531100	21.00	21.00	FIRE
TOTAL VENDOR EAGLE ENGRAVING				21.00	
VENDOR NAME: EMERGENCY APPARATUS MAINTENANCE INC					
116294	3462 PRIMER REPAIR	150-5222-539500	847.14	847.14	FIRE
TOTAL VENDOR EMERGENCY APPARATUS MAINTENANCE INC				847.14	
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS					
2241913	EMS SUPPLIES	150-5231-531100	10.75	10.75	FIRE
2242203	EMS SUPPLIES	150-5231-531100	221.11	221.11	FIRE
2242204	EMS SUPPLIES	150-5231-531100	13.00	13.00	FIRE
2242318	EMS SUPPLIES	150-5231-531100	10.49	10.49	FIRE
2240039	3453 FRIDGERATOR	150-5700-571400	899.99	899.99	FIRE

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: EMERGENCY MEDICAL PRODUCTS					
2242182 DPW	DEFIBRILLATOR PADS	100-5160-531100	78.28	78.28	DPW
2242182 PD	2 ADULT COMBO ELECTRODES FOR AED'S	100-5212-531100	78.28	78.28	POLICE
2242182 LIBRARY	ELECTRODES	440-5511-531100	147.13	147.13	LIBRARY
2244384	EMS SUPPLIES	150-5231-531100	362.80	362.80	FIRE
TOTAL VENDOR EMERGENCY MEDICAL PRODUCTS				1,821.83	
VENDOR NAME: EMERGENCY PLANNING SOLUTIONS					
1203	FT FF PARAMEDIC TESTING	150-5221-521900	2,879.73	2,879.73	FIRE
TOTAL VENDOR EMERGENCY PLANNING SOLUTIONS				2,879.73	
VENDOR NAME: ENVIRONMENT CONTROL					
17563-613	VILLAGE HALL CLEANING	100-5160-521900	298.00	298.00	DPW
TOTAL VENDOR ENVIRONMENT CONTROL				298.00	
VENDOR NAME: EXCEL BUILDING SERVICES LLC					
3645	MARCH BUILDING CLEANING	100-5211-539400	975.00	975.00	POLICE
TOTAL VENDOR EXCEL BUILDING SERVICES LLC				975.00	
VENDOR NAME: FASTENAL COMPANY					
WIMUK86816	BATTERIES FOR LEAK DETECTOR	610-6451-664100	13.29	13.29	UTILITIES
TOTAL VENDOR FASTENAL COMPANY				13.29	
VENDOR NAME: GALLS LLC					
017847603	OFFICER ROGERS CHEST PROTECTOR FOR WALWO	100-5212-534700	146.39	146.39	POLICE
017783867	2021 UNIFORM ALLOWANCE - KREISER	100-5211-534600	48.38	48.38	POLICE
TOTAL VENDOR GALLS LLC				194.77	
VENDOR NAME: GOVHR					
3-03-21-109	REMAINDER OF ADMINISTRATOR COACHING SESS	100-5141-521900	2,437.50	2,437.50	ADMIN
TOTAL VENDOR GOVHR				2,437.50	
VENDOR NAME: HAAS BADGE & EMBLEMS					
5318	EMROIDERED BADGES (100 OFFICER, 50 EXPLO	100-5211-531100	482.50	482.50	POLICE
TOTAL VENDOR HAAS BADGE & EMBLEMS				482.50	
VENDOR NAME: HAWKINS WATER TREATMENT					
4898601	WATER CHEMICALS FOR TREATMENT	610-6300-663100	1,139.50	1,139.50	UTILITIES
4891750	WATER CHEMICALS FOR TREATMENT	610-6300-663100	1,251.60	1,251.60	UTILITIES
TOTAL VENDOR HAWKINS WATER TREATMENT				2,391.10	
VENDOR NAME: HIPPENMEYER, REILLY, BLUM,					
50827	BOX SELF STORAGE	100-0000-211425	296.00	296.00	FINANCE
50824	FAIRWINDS SUBDIVISION	100-0000-211425	148.00	148.00	FINANCE
50826	HILL COURT/BRIOHN PROJECT	100-0000-211425	37.00	37.00	FINANCE
50830	MINORS SUBDIVISION	100-0000-211425	481.00	481.00	FINANCE
50828	MISC MATTERS	100-5130-521900	5,188.00	5,188.00	FINANCE
50821	SWMA & UTILITIES	100-5130-521900	166.50	518.00	FINANCE
		610-6920-692300	314.50		
		620-8400-852000	37.00		

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VENDOR NAME: HIPPENMEYER, REILLY, BLUM,					
50822	REVIEW JOINT AGREEMENT	150-5221-521900	92.50	92.50	FINANCE
50823	ORDINANCES/RESOLUTIONS	100-5130-521900	240.50	240.50	FINANCE
50829	PROSECUTION	100-5130-521900	1,057.92	1,057.92	FINANCE
50825	TID 5 MISC	250-5335-521900	55.50	55.50	FINANCE
TOTAL VENDOR HIPPENMEYER, REILLY, BLUM,				8,114.42	
VENDOR NAME: HOOPSTER PERFORMANCE INC					
5527 DPW	NEW TRUCK LOGO DECALS	100-5324-539500	462.50	462.50	DPW
5527 UTILITIES	WATER/WWTF VEHICLE LOGO INSTALLS	610-6920-693300	523.25	923.25	UTILITIES
		620-8030-828000	400.00		
TOTAL VENDOR HOOPSTER PERFORMANCE INC				1,505.75	
VENDOR NAME: HORN FEEDS					
33083	FIELD MARKING LIME	100-5521-531100	108.00	108.00	DPW
TOTAL VENDOR HORN FEEDS				108.00	
VENDOR NAME: JEFFERSON FIRE & SAFETY					
IN127453	BAUER COMPRESSOR PM	150-5222-539500	654.00	654.00	FIRE
TOTAL VENDOR JEFFERSON FIRE & SAFETY				654.00	
VENDOR NAME: JOHN FELLOWS					
2021 REIMBURSEMENT	2021 SHORELAND ZONING WEBINAR	100-5632-533500	20.00	20.00	PLANNER
TOTAL VENDOR JOHN FELLOWS				20.00	
VENDOR NAME: JOHNS DISPOSAL SVC. INC.					
617782	MARCH GARBAGE AND RECYCLING	410-5362-531000	24,148.80	42,183.00	DPW
		410-5363-522000	18,034.20		
TOTAL VENDOR JOHNS DISPOSAL SVC. INC.				42,183.00	
VENDOR NAME: KLENZ, RYAN OR REBECCA					
REFUND 032021	UB REFUND ACCT 6423 - 540 PHANTOM WOODS	610-0000-142000	10.60	10.60	ALLOCATE
TOTAL VENDOR KLENZ, RYAN OR REBECCA				10.60	
VENDOR NAME: LAKESIDE INTERNATIONAL					
CM1327742P	INJECTOR CORE CREDIT	100-5324-539500	(199.50)	(199.50)	DPW
1331718P	TRUCK BATTERIES	100-5324-539500	173.98	173.98	DPW
TOTAL VENDOR LAKESIDE INTERNATIONAL				(25.52)	
VENDOR NAME: LOOK CREATIVE					
477	PD LED MESSAGE CENTER	430-5700-571200	3,950.00	3,950.00	DPW
478	MESSAGE CENTER DESIGN WORK	480-5700-584900	2,200.00	2,200.00	DPW
TOTAL VENDOR LOOK CREATIVE				6,150.00	
VENDOR NAME: MARCO TECHNOLOGIES					

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VENDOR NAME: MARCO TECHNOLOGIES				
INV8516994	OUTLOOK 365 EMAIL INITIAL SET UP ISSUE	R100-5111-539900 38.50	577.50	FINANCE
		100-5141-522500 22.00		
		100-5241-522500 16.50		
		100-5632-522500 5.50		
		100-5142-522500 11.00		
		100-5120-522500 11.00		
		100-5211-522500 126.50		
		100-5323-522500 38.50		
		150-5221-522500 269.50		
		610-6920-692100 16.50		
		620-8400-851000 22.00		
TOTAL VENDOR MARCO TECHNOLOGIES			577.50	
VENDOR NAME: MARTENS PLBG & HTG INC				
56853	MENS BATHROOM FAUCET PARTS	100-5211-539400 127.90	127.90	POLICE
56862	WWTF REPALCE ROTTED CAST IRON SEWER DRAI	620-8010-834000 1,712.00	1,712.00	UTILITIES
TOTAL VENDOR MARTENS PLBG & HTG INC			1,839.90	
VENDOR NAME: MESSAGEUS.COM				
210590134	WATER PHONE SERVICE	610-6920-692100 9.82	9.82	UTILITIES
TOTAL VENDOR MESSAGEUS.COM			9.82	
VENDOR NAME: MUKWONAGO AREA CHAMBER OF COMM				
2021 FEB RM TX NRD	2021 FEB RM TX NRD	100-0000-244000 1,051.62	1,051.62	CLERK
2021 JAN RM TX NRD	2021 JAN ROOM TAX - NRD	100-0000-244000 1,418.75	1,418.75	CLERK
TOTAL VENDOR MUKWONAGO AREA CHAMBER OF COMM			2,470.37	
VENDOR NAME: MUKWONAGO POLICE DEPT				
2021 MARCH	2021 MARCH PETTY CASH REIMBURSEMENT POST	100-5211-531500 17.00	17.00	POLICE
TOTAL VENDOR MUKWONAGO POLICE DEPT			17.00	
VENDOR NAME: NAPA AUTO PARTS - SP018				
127118	SHOP SUPPLIES	100-5323-531100 111.98	111.98	DPW
127677	LOADER HYDRAULIC HOSES	100-5324-539500 130.86	130.86	DPW
TOTAL VENDOR NAPA AUTO PARTS - SP018			242.84	
VENDOR NAME: NEXTEL WIRELESS SOLUTIONS				
41	REPAIR FOR 800 TO VHF RADIO REPEATER	100-5211-539500 275.00	275.00	POLICE
TOTAL VENDOR NEXTEL WIRELESS SOLUTIONS			275.00	
VENDOR NAME: OFFICE PRO				
0419455-001	VH OFFICE SUPPLIES	100-5141-531100 27.99	111.96	ALLOCATE
		100-5142-531100 27.99		
		100-5241-531100 27.99		
		100-5632-531100 27.99		
TOTAL VENDOR OFFICE PRO			111.96	

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT	DEPARTMENT
VENDOR NAME: PAL STEEL COMPANY					
19966	PARK SUPPLIES	100-5521-531100	40.60	40.60	DPW
TOTAL VENDOR PAL STEEL COMPANY				40.60	
VENDOR NAME: PMI					
2021 REFUND METER	2021 REFUND - METER DEPOSIT	610-0000-235000	1,000.00	1,000.00	ALLOCATE
TOTAL VENDOR PMI				1,000.00	
VENDOR NAME: PRECISE ALIGNMENT INC					
19705	AMBULANCE ALIGMENT	150-5231-539500	77.95	77.95	FIRE
19706	AMBULANCE ALIGNMENT	150-5231-539500	77.95	77.95	FIRE
TOTAL VENDOR PRECISE ALIGNMENT INC				155.90	
VENDOR NAME: PRINT PACK & SHIP CENTER					
1Z5227E30363221160	SHIPPING INVOICE	150-5231-531500	21.25	21.25	FIRE
TOTAL VENDOR PRINT PACK & SHIP CENTER				21.25	
VENDOR NAME: PRISM TITLE MIDWEST, LLC					
2021 REFUND	REFUND MISCALCULATED INTEREST DUE	300-4200-429000	74.25	74.25	FINANCE
TOTAL VENDOR PRISM TITLE MIDWEST, LLC				74.25	
VENDOR NAME: PROHEALTH PHARMACY					
2021 FEBRUARY	EMS SUPPLIES	150-5231-531100	2,775.27	2,775.27	FIRE
TOTAL VENDOR PROHEALTH PHARMACY				2,775.27	
VENDOR NAME: QUILL LLC					
14899102	STATION SUPPLIES	150-5221-531100	129.96	129.96	FIRE
TOTAL VENDOR QUILL LLC				129.96	
VENDOR NAME: RUEKERT & MIELKE, INC.					
135868	12-00000.100 General Services	100-5335-521900	4,356.08	5,478.88	FINANCE
		100-5347-531100	1,122.80		
135869	12-10028.302 Front Street & Meacham Stre	480-5700-586100	398.50	398.50	FINANCE
135872	12-10063.210 2021 GIS Services - GIS Dat	100-5335-521900	427.00	918.50	FINANCE
		610-6920-692300	93.25		
		620-8400-852000	93.25		
		100-5347-531100	244.00		
		100-5632-521900	61.00		
135873	12-10068.120 Conceptual Design of Sugden	250-5335-521900	934.25	934.25	FINANCE
135875	12-10069.104 Chapman Farms Portion of Vi	100-5335-521900	984.50	984.50	FINANCE
135876	12-10071.201 Grand Avenue Water Main Rep	610-6920-692300	170.00	340.00	FINANCE
		620-8400-852000	170.00		
135878	12-10015.300 2019 Well & Well Pump Impro	610-6920-692300	153.00	153.00	FINANCE
135883	12-10131.200 Atkinson Pump Station Capac	620-0000-000104	492.25	492.25	FINANCE

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS	AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: RUEKERT & MIELKE, INC.				
135884	12-10135.200 VUEWorks Site & Implementat	100-5341-539500 756.50	9,575.00	FINANCE
		100-5344-521900 645.25		
		100-5611-521900 378.25		
		500-5344-521900 66.75		
		100-5660-521900 378.25		
		610-6920-692300 3,675.00		
		620-8400-852000 3,675.00		
135888	12-92041.487 2021 SCADA Service Work	610-6920-692300 1,940.77	2,343.03	FINANCE
		620-8400-852000 402.26		
135891	12-92171.108 NR216 Storm Water Report /	100-5660-521900 1,502.00	1,633.00	FINANCE
		500-5344-521900 131.00		
135892	12-92190.210 Dam Failure Analysis / Mukw	480-5700-585200 2,245.00	2,245.00	FINANCE
135874	CHAPMAN FARMS PORTION OF VILLAGE 6-ACRE	100-0000-211400 119.80	119.80	FINANCE
135870	12-10044.300 BOX SELF STORAGE / CONSTRUC	100-0000-211425 3,524.00	3,524.00	FINANCE
135871	12-10057.100 EDGEWOOD APARTMENTS / REVIE	100-0000-211425 119.80	119.80	FINANCE
135877	12-10094.300 STORAGE WERKS MINI STORAGE	100-0000-211425 119.80	119.80	FINANCE
135879	12-10116.300 THE POINTE APARTMENTS / ERO	100-0000-211425 350.65	350.65	FINANCE
135880	12-10119.300 MALCOLM DRILLING / EROSION	100-0000-211425 142.80	142.80	FINANCE
135881	12-10120.300 PHANTOM LAKES PRESERVE / CO	100-0000-211425 142.80	142.80	FINANCE
135882	12-10125.300 FOX STREET TOWNHOMES / EROS	100-0000-211425 119.80	119.80	FINANCE
135885	12-10137.300 HILL COURT MULTI-TENANT DEV	100-0000-211425 212.40	212.40	FINANCE
135887	12-10139.310 MEADOWLAND TOWNHOMES DEVELO	100-0000-211425 1,103.50	1,103.50	FINANCE
135889	12-92104.104 MINOR ESTATES / ADDITION #4	100-0000-211425 531.50	531.50	FINANCE
135893	12-92191.103 PRO HEALTH EXPANSION / 2018	100-0000-211425 74.40	74.40	FINANCE
135890	12-92136.302 CHAPMAN FARM / CHAPMAN VILL	100-0000-211425 534.90	534.90	FINANCE
TOTAL VENDOR RUEKERT & MIELKE, INC.			32,592.06	
VENDOR NAME: SHERWIN-WILLIAMS				
2397-9	WWTF PAINT FOR RAS/WAS PUMP PIPING	620-8010-827000 127.16	127.16	UTILITIES
2057-9	LINE PAINTER PARTS	100-5521-531100 100.70	100.70	DPW
TOTAL VENDOR SHERWIN-WILLIAMS			227.86	
VENDOR NAME: SHRED-IT USA				
8181652244	2021 MARCH VH SHREDDING SERVICES	100-5141-531100 33.37	66.75	ALLOCATE
		100-5142-531100 16.69		
		100-5632-531100 16.69		
8181699393	MONTHLY SHREDDING SERVICE	100-5211-521900 68.58	68.58	POLICE
TOTAL VENDOR SHRED-IT USA			135.33	
VENDOR NAME: STRYKER SALES CORP				
3329195M	EMS SUPPLIES	150-5231-531100 948.60	948.60	FIRE
3332679M	EMS SUPPLIES	150-5231-531100 231.27	231.27	FIRE
TOTAL VENDOR STRYKER SALES CORP			1,179.87	
VENDOR NAME: TELEFLEX LLC				
9503701915	EMS SUPPLIES	150-5231-531100 1,345.50	1,345.50	FIRE

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PENDING VILLAGE BOARD REVIEW FOR MUKWONAGO
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INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: TELEFLEX LLC				
TOTAL VENDOR TELEFLEX LLC				1,345.50
VENDOR NAME: TRACY CROSS & ASSOCIATES, INC				
ADV8155-FREV	HOUSING STUDY	100-5670-521900	12,750.00	12,750.00 ADMIN
TOTAL VENDOR TRACY CROSS & ASSOCIATES, INC				12,750.00
VENDOR NAME: USA BLUEBOOK				
531424	WWTF LAB SUPPLIES	620-8010-827000	385.66	385.66 UTILITIES
534584	WATER WELL 3 PRELUBE METER GENERATOR	610-6210-662500	670.77	670.77 UTILITIES
TOTAL VENDOR USA BLUEBOOK				1,056.43
VENDOR NAME: UTILITY SALES & SERVICE				
0071759-IN	BUCKET TRUCK REPAIRS	100-5324-539500	9,032.87	9,032.87 DPW
TOTAL VENDOR UTILITY SALES & SERVICE				9,032.87
VENDOR NAME: VELOCITY LLC				
2021007	WATER/WWTF SCADA	610-6920-692300	165.00	337.50 UTILITIES
		620-8400-852000	172.50	
2021006	IT SERVICES JANUARY 12 - FEBRUARY 25	100-5211-521900	675.00	825.00 POLICE
		100-5212-521900	150.00	
TOTAL VENDOR VELOCITY LLC				1,162.50
VENDOR NAME: VERIZON WIRELESS				
9874720414	VERIZON INVOICE	150-5221-522500	50.10	50.10 FIRE
9875423293	2021 MARCH CELL BILL ACCT# 885503900-000	150-5221-522500	359.71	359.71 FIRE
9875423292	2021 MARCH CELL BILL ACCT# 885503900-000	150-5221-522500	20.78	276.20 MULTIPLE
		100-5323-522500	20.78	
		610-6920-692100	117.32	
		620-8400-851000	117.32	
9875423291	2021 MARCH CELL BILL ACCT# 885503900-000	100-5141-522500	92.81	737.38 MULTIPLE
		100-5241-522500	137.33	
		150-5221-522500	41.13	
		100-5211-522500	2.99	
		100-5323-522500	131.65	
		610-6920-692100	145.12	
		620-8400-851000	145.12	
		100-5632-522500	41.23	
TOTAL VENDOR VERIZON WIRELESS				1,423.39
VENDOR NAME: VILLAGE OF MUKWONAGO				

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		APPROVAL AMOUNT DEPARTMENT
VENDOR NAME: VILLAGE OF MUKWONAGO				
2021 Q1 UTILITY	2021 APRIL Q1 QUARTERLY UTILITY BILLS	100-5521-522100	188.50	15,671.83 ALLOCATE
		610-6300-663200	111.49	
		100-5521-522100	100.59	
		100-5160-522100	548.27	
		610-6300-663200	188.50	
		150-5221-522100	722.67	
		610-6300-663200	188.50	
		100-5521-522100	337.87	
		440-5511-522100	585.27	
		100-5512-522100	165.99	
		100-5521-522100	188.50	
		610-6300-663200	188.50	
		100-5323-522100	939.62	
		100-5211-522100	559.17	
		100-5521-522100	100.59	
		620-8010-827000	10,369.30	
		610-6300-663200	188.50	
TOTAL VENDOR VILLAGE OF MUKWONAGO				15,671.83
VENDOR NAME: WATERMAN				
2021 REFUND METER	2021 REFUND - METER DEPOSIT	610-0000-235000	1,000.00	1,000.00 ALLOCATE
TOTAL VENDOR WATERMAN				1,000.00
VENDOR NAME: WAUKESHA CTY TREASURER				
2021-20040025	MARCH PRISONER HOUSING	100-5212-521900	18.64	18.64 POLICE
TOTAL VENDOR WAUKESHA CTY TREASURER				18.64
VENDOR NAME: WCTC				
2021 SPRING CPR	OFFICER CIESZYNSKI WCTC CPR TRAINING	100-5215-533500	57.28	57.28 POLICE
TOTAL VENDOR WCTC				57.28
VENDOR NAME: WEBB ERIK				
2021 REIMBURSEMENT	ACT 102 - ADVANCED EMT - WEBB	150-5700-580500	799.50	799.50 FIRE
TOTAL VENDOR WEBB ERIK				799.50
VENDOR NAME: WELDERS SUPPLY CO.				
10198939-01	WELDING SUPPLIES	100-5323-531100	203.45	203.45 DPW
TOTAL VENDOR WELDERS SUPPLY CO.				203.45
VENDOR NAME: WI DNR				
WS5537ET	WI DNR BOAT REGISTRATION	150-5222-531100	22.00	22.00 FIRE
TOTAL VENDOR WI DNR				22.00
VENDOR NAME: WI MUNICIPAL JUDGES ASSOCIATION				
2021 DUES	2021 DUES - ABRUZZO	100-5120-532400	75.00	75.00 FINANCE
TOTAL VENDOR WI MUNICIPAL JUDGES ASSOCIATION				75.00
VENDOR NAME: WISCONSIN IMAGING SOLUTIONS LLC				
AR51171	WWTF COPIER EXPENSE	620-8400-851000	38.50	38.50 UTILITIES

INVOICE NUMBER	DESCRIPTION	DISTRIBUTIONS\AMOUNTS		AMOUNT	APPROVAL DEPARTMENT
VENDOR NAME: WISCONSIN IMAGING SOLUTIONS LLC					
TOTAL VENDOR WISCONSIN IMAGING SOLUTIONS LLC				38.50	
VENDOR NAME: ZENITH TECH					
2021 REFUND METER	2021 REFUND - METER DEPOSIT	610-0000-235000	1,000.00	1,000.00	ALLOCATE
TOTAL VENDOR ZENITH TECH				1,000.00	
VENDOR NAME: ZEP SALES & SERVICE					
9006016791	FIRE AND EMS SUPPLIES	150-5231-531100	194.90	389.79	FIRE
		150-5222-531100	194.89		
TOTAL VENDOR ZEP SALES & SERVICE				389.79	
GRAND TOTAL:				237,633.67	

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INVOICE REGISTER REPORT FOR MUKWONAGO
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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
IMIL1662041 46167	ALSCO MATS & DUSTERS 440-5511-531100 SUPPLIES	02/25/2021 CKIM	03/12/2021	58.29 58.29	0.00	Paid	Y 03/02/2021
32625 46124	AMERICA AQUARIA FISH TANK CLEANING 440-5511-531000 OUTSIDE SERVICES	02/10/2021 CKIM	03/12/2021	85.00 85.00	0.00	Paid	Y 03/01/2021
2035770800 46129	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/09/2021 CKIM	03/12/2021	13.83 13.83	0.00	Paid	Y 03/01/2021
2035770801 46130	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/09/2021 CKIM	03/12/2021	46.14 46.14	0.00	Paid	Y 03/01/2021
2035770802 46131	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/09/2021 CKIM	03/12/2021	26.39 26.39	0.00	Paid	Y 03/01/2021
2035770803 46132	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/09/2021 CKIM	03/12/2021	15.08 15.08	0.00	Paid	Y 03/01/2021
2035770804 46133	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/09/2021 CKIM	03/12/2021	10.07 10.07	0.00	Paid	Y 03/01/2021
2035770805 46134	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/09/2021 CKIM	03/12/2021	86.83 86.83	0.00	Paid	Y 03/01/2021
2035774593 46135	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/10/2021 CKIM	03/12/2021	14.10 14.10	0.00	Paid	Y 03/01/2021
2035774594 46136	BAKER & TAYLOR INC. BOOKS 440-5700-532800 BOOKS	02/10/2021 CKIM	03/12/2021	10.07 10.07	0.00	Paid	Y 03/01/2021

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INVOICE REGISTER REPORT FOR MUKWONAGO
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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
2035774595 46137	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/10/2021 CKIM	03/12/2021	538.20 538.20	0.00	Paid	Y 03/01/2021
2035774596 46138	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/10/2021 CKIM	03/12/2021	48.69 48.69	0.00	Paid	Y 03/01/2021
2035793290 46169	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	3.14 3.14	0.00	Paid	Y 03/02/2021
2035793291 46170	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	10.07 10.07	0.00	Paid	Y 03/02/2021
2035793292 46171	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	3.77 3.77	0.00	Paid	Y 03/02/2021
2035793293 46172	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	152.51 152.51	0.00	Paid	Y 03/02/2021
2035793294 46173	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	15.95 15.95	0.00	Paid	Y 03/02/2021
2035793295 46174	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	52.48 52.48	0.00	Paid	Y 03/02/2021
2035798238 46175	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/23/2021 CKIM	03/12/2021	10.63 10.63	0.00	Paid	Y 03/02/2021
2035798239 46176	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/23/2021 CKIM	03/12/2021	50.37 50.37	0.00	Paid	Y 03/02/2021

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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
2035798240 46177	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/23/2021 CKIM	03/12/2021	318.96 318.96	0.00	Paid	Y 03/02/2021
2035802294 46178	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/24/2021 CKIM	03/12/2021	6.13 6.13	0.00	Paid	Y 03/02/2021
2035802295 46179	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/24/2021 CKIM	03/12/2021	6.15 6.15	0.00	Paid	Y 03/02/2021
2035802296 46180	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/24/2021 CKIM	03/12/2021	9.51 9.51	0.00	Paid	Y 03/02/2021
2035802297 46181	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/24/2021 CKIM	03/12/2021	11.96 11.96	0.00	Paid	Y 03/02/2021
2035802298 46182	BAKER & TAYLOR INC. BOOKS 440-5700-532800	02/24/2021 CKIM	03/12/2021	1,081.14 1,081.14	0.00	Paid	Y 03/02/2021
2035819234 46304	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/04/2021 CKIM	03/12/2021	26.44 26.44	0.00	Paid	Y 03/08/2021
2035819235 46305	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/04/2021 CKIM	03/12/2021	111.64 111.64	0.00	Paid	Y 03/08/2021
2035819236 46306	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/04/2021 CKIM	03/12/2021	325.55 325.55	0.00	Paid	Y 03/08/2021
2035819237 46307	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/04/2021 CKIM	03/12/2021	16.14 16.14	0.00	Paid	Y 03/08/2021

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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
2035819238 46308	BAKER & TAYLOR INC. BOOKS 440-5700-532800	03/04/2021 CKIM	03/12/2021	87.86 87.86	0.00	Paid	Y 03/08/2021
2021-13010175 46125	BRIDGES LIBRARY SYSTEM RFID TAGS 440-5511-531100	02/11/2021 CKIM	03/12/2021	1,032.00 1,032.00	0.00	Paid	Y 03/01/2021
2021-13010180 46126	BRIDGES LIBRARY SYSTEM RFID TAGS 440-5511-531100	02/16/2021 CKIM	03/12/2021	1,050.00 1,050.00	0.00	Paid	Y 03/01/2021
2021-13010167 46142	BRIDGES LIBRARY SYSTEM MOVIE LICENSE 440-5511-534400	02/01/2021 CKIM	03/12/2021	451.00 451.00	0.00	Paid	Y 03/01/2021
B6087804 46139	BRODART BOOKS 440-5700-532800	02/11/2021 CKIM	03/12/2021	467.38 467.38	0.00	Paid	Y 03/01/2021
B6101951 46302	BRODART BOOKS 440-5700-532800	03/01/2021 CKIM	03/12/2021	32.48 32.48	0.00	Paid	Y 03/08/2021
B6100749 46303	BRODART BOOKS 440-5700-532800	02/26/2021 CKIM	03/12/2021	124.29 124.29	0.00	Paid	Y 03/08/2021
B6100754 46312	BRODART BOOKS 440-5700-532800	02/26/2021 CKIM	03/12/2021	315.77 315.77	0.00	Paid	Y 03/08/2021
73812149 46183	CENGAGE LEARNING BOOKS 440-5700-532800	02/19/2021 CKIM	03/12/2021	312.51 312.51	0.00	Paid	Y 03/02/2021
73831953 46184	CENGAGE LEARNING BOOKS 440-5700-532800	02/22/2021 CKIM	03/12/2021	48.73 48.73	0.00	Paid	Y 03/02/2021

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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
73871656 46309	CENGAGE LEARNING BOOKS 440-5700-532800	02/25/2021 CKIM	03/12/2021	17.54 17.54	0.00	Paid	Y 03/08/2021
73863803 46311	CENGAGE LEARNING BOOKS 440-5700-532800	02/24/2021 CKIM	03/12/2021	24.04 24.04	0.00	Paid	Y 03/08/2021
1827255 46185	CENTER POINT LARGE PRINT BOOKS 440-5700-532800	02/03/2021 CKIM	03/12/2021	188.09 188.09	0.00	Paid	Y 03/02/2021
13472 46141	COLLABORATIVE SUMMER LIBRARY SUMMER READING PROGRAM SUPPLIES 440-5511-533100	02/16/2021 CKIM	03/12/2021	75.25 75.25	0.00	Paid	Y 03/01/2021
INV00012728 46123	DEMCO SOFTWARE SIGN UP ANNUAL 4/1/21-3/31/22 440-5511-522000	02/15/2021 CKIM	03/12/2021	338.03 338.03	0.00	Paid	Y 03/01/2021
49470 46143	HENNES SERVICES INC RESOLVE HEAT ISSUES 440-5511-539500	02/11/2021 CKIM	03/12/2021	1,679.00 1,679.00	0.00	Paid	Y 03/01/2021
62004401 46187	ILLINGWORTH KILGUST CONTROLS HEADEND UPGRADE 440-5890-580600	02/22/2021 CKIM	03/12/2021	10,000.00 10,000.00	0.00	Paid	Y 03/02/2021
278 46165	KLASSY KLEANERS RESTROOM CLEANING 440-5511-531000	02/28/2021 CKIM	03/12/2021	960.00 960.00	0.00	Paid	Y 03/02/2021
500038065 46140	MIDWEST TAPE AUDIO BOOKS 440-5700-532900	02/15/2021 CKIM	03/12/2021	39.98 39.98	0.00	Paid	Y 03/01/2021
500062992 46186	MIDWEST TAPE AUDIO BOOKS 440-5700-532900	02/22/2021 CKIM	03/12/2021	35.98 35.98	0.00	Paid	Y 03/02/2021

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INVOICE REGISTER REPORT FOR MUKWONAGO
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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
500092398 46313	MIDWEST TAPE AUDIO BOOK 440-5700-532900	03/01/2021 CKIM	03/12/2021	9.99 9.99	0.00	Paid	Y 03/08/2021
	AV MATERIAL						
AR133509 46166	OFFICE COPYING EQUIPMENT 1/12/21-2/11/21 440-5511-531000	02/15/2021 CKIM	03/12/2021	336.71 336.71	0.00	Paid	Y 03/02/2021
	OUTSIDE SERVICES						
14353443 46127	QUILL LLC PAPER & CLEANING SUPPLIES 440-5511-531100	02/03/2021 CKIM	03/12/2021	342.18 342.18	0.00	Paid	Y 03/01/2021
	SUPPLIES						
14330617 46128	QUILL LLC TOWELS 440-5511-531100	02/03/2021 CKIM	03/12/2021	59.99 59.99	0.00	Paid	Y 03/01/2021
	SUPPLIES						
14744262 46168	QUILL LLC COPY PAPER 440-5511-531100	02/19/2021 CKIM	03/12/2021	65.98 65.98	0.00	Paid	Y 03/02/2021
	SUPPLIES						
600254 46314	UNIQUE MANAGEMENT PLACEMENTS 440-5511-531000	03/01/2021 CKIM	03/12/2021	8.95 8.95	0.00	Paid	Y 03/08/2021
	OUTSIDE SERVICES						
# of Invoices:	56	# Due:	0	Totals:	21,268.96	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				21,268.96	0.00		
--- TOTALS BY FUND ---							
	440 - LIBRARY FUND			21,268.96	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5511 - LIBRARY SERVICES			6,542.38	0.00		
	5700 - CAPITAL OUTLAY EXPENDITURES			4,726.58	0.00		
	5890 - USE OF DESIGNATED FUNDS			10,000.00	0.00		

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
CHECK DATE FROM 03/15/2021 - 03/15/2021

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/15/2021	GEN	299 (E)	TIME WARNER CABLE	MONTHLY BILL	100-5120-522500	74.17
		299 (E)		MONTHLY BILL	100-5141-522500	76.43
		299 (E)		MONTHLY BILL	100-5142-522500	137.96
		299 (E)		MONTHLY BILL	100-5160-522500	26.45
		299 (E)		MONTHLY BILL	100-5211-522500	793.23
		299 (E)		MONTHLY BILL	100-5241-522500	38.89
		299 (E)		MONTHLY BILL	100-5323-522500	69.23
		299 (E)		MONTHLY BILL	100-5512-522500	166.96
		299 (E)		MONTHLY BILL	150-5221-522500	744.77
		299 (E)		MONTHLY BILL	220-5140-522500	2.23
		299 (E)		MONTHLY BILL	410-5363-522500	4.45
		299 (E)		MONTHLY BILL	440-5511-522500	544.55
		299 (E)		MONTHLY BILL	500-5344-522500	2.23
		299 (E)		MONTHLY BILL	610-6920-692100	37.83
		299 (E)		MONTHLY BILL	620-8400-851000	37.83
						2,757.21
TOTAL - ALL FUNDS				TOTAL OF 1 CHECKS		2,757.21

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INVOICE REGISTER REPORT FOR MUKWONAGO
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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
20210315 46550	WE ENERGIES 0700126680-00001 Digester Gas 620-8010-821200	03/15/2021 mschneider	04/06/2021	508.81	0.00	Paid	Y 03/29/2021
	0700126680-00001 Digester Gas			508.81			
20210315 46551	WE ENERGIES 0700126680-00002 Well #3 Elec 610-6200-662200	03/15/2021 mschneider	04/06/2021	1,763.03	0.00	Paid	Y 03/29/2021
	0700126680-00002 Well #3 Elec			1,763.03			
20210315 46552	WE ENERGIES 0700126680-00003 Street Lights 100-5342-522200	03/15/2021 mschneider	04/06/2021	10,589.76	0.00	Paid	Y 03/29/2021
	0700126680-00003 Street Lights			10,589.76			
20210315 46553	WE ENERGIES 0700126680-00004 Greenwald 610-6200-662200	03/15/2021 mschneider	04/06/2021	722.33	0.00	Paid	Y 03/29/2021
	0700126680-00004 Greenwald			722.33			
20210315 46554	WE ENERGIES 0700126680-00005 Booster Station 610-6200-662200	03/15/2021 mschneider	04/06/2021	2,943.07	0.00	Paid	Y 03/29/2021
	0700126680-00005 Booster Station			2,943.07			
20210315 46555	WE ENERGIES 0700126680-00006 Field Park 100-5521-522200	03/15/2021 mschneider	04/06/2021	359.03	0.00	Paid	Y 03/29/2021
	0700126680-00006 Field Park			359.03			
20210315 46556	WE ENERGIES 0700126680-00007 1240 N. Rochester 620-8020-821000	03/15/2021 mschneider	04/06/2021	433.82	0.00	Paid	Y 03/29/2021
	0700126680-00007 1240 N. Rochester			433.82			
20210315 46557	WE ENERGIES 0700126680-00008 Police Garage 100-5211-522200	03/15/2021 mschneider	04/06/2021	258.71	0.00	Paid	Y 03/29/2021
	0700126680-00008 Police Garage			258.71			
20210315 46558	WE ENERGIES 0700126680-00009 Fld Prk Baseball 100-5521-522200	03/15/2021 mschneider	04/06/2021	280.16	0.00	Paid	Y 03/29/2021
	0700126680-00009 Fld Prk Baseball Lights			280.16			
20210315 46559	WE ENERGIES 0700126680-000010 Fox River View 620-8020-821000	03/15/2021 mschneider	04/06/2021	594.70	0.00	Paid	Y 03/29/2021
	0700126680-000010 Fox River View			594.70			

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20210315 46560	WE ENERGIES 0700126680-000011 DPW Elec 100-5323-522200	03/15/2021 mschneider 0700126680-000011 DPW Elec	04/06/2021	1,315.82 1,315.82	0.00	Paid	Y 03/29/2021
20210315 46561	WE ENERGIES 0700126680-000012 Fire 150-5221-522200	03/15/2021 mschneider 0700126680-000012 Fire	04/06/2021	6,186.86 6,186.86	0.00	Paid	Y 03/29/2021
20210315 46562	WE ENERGIES 0700126680-000013 police-CTH E N of 100-5211-522200	03/15/2021 mschneider 0700126680-000013 police-CTH E N of Sugd	04/06/2021	57.60 57.60	0.00	Paid	Y 03/29/2021
20210315 46563	WE ENERGIES 0700126680-000014 Hall 100-5160-522200	03/15/2021 mschneider 0700126680-000014 Hall	04/06/2021	2,558.81 2,558.81	0.00	Paid	Y 03/29/2021
20210315 46564	WE ENERGIES 0700126680-000014 Hall Gas 100-5160-522400	03/15/2021 mschneider 0700126680-000014 Hall Gas	04/06/2021	1,246.03 1,246.03	0.00	Paid	Y 03/29/2021
20210315 46565	WE ENERGIES 0700126680-000015 Street Lights 100-5342-522200	03/15/2021 mschneider 0700126680-000015 Street Lights	04/06/2021	31,225.67 31,225.67	0.00	Paid	Y 03/29/2021
20210315 46566	WE ENERGIES 0700126680-000016 Miniwauken Park 100-5521-522200	03/15/2021 mschneider 0700126680-000016 Miniwauken Park	04/06/2021	106.44 106.44	0.00	Paid	Y 03/29/2021
20210315 46567	WE ENERGIES 0700126680-000017 Holz Elec 620-8010-821100	03/15/2021 mschneider 0700126680-000017 Holz Elec	04/06/2021	26,409.94 26,409.94	0.00	Paid	Y 03/29/2021
20210315 46568	WE ENERGIES 0700126680-000018 Parks 100-5521-522200	03/15/2021 mschneider 0700126680-000018 Parks	04/06/2021	72.61 72.61	0.00	Paid	Y 03/29/2021
20210315 46569	WE ENERGIES 0700126680-000019 Atkinson Pump 620-8020-821000	03/15/2021 mschneider 0700126680-000019 Atkinson Pump	04/06/2021	1,280.17 1,280.17	0.00	Paid	Y 03/29/2021

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20210315 46570	WE ENERGIES 0700126680-000020 Well #6 610-6200-662200	03/15/2021 mschneider	04/06/2021	3,792.74	0.00	Paid	Y 03/29/2021
	0700126680-000020 Well #6			3,792.74			
20210315 46571	WE ENERGIES 0700126680-000021 DPW Gas 100-5323-522400	03/15/2021 mschneider	04/06/2021	1,675.06	0.00	Paid	Y 03/29/2021
	0700126680-000021 DPW Gas			1,675.06			
20210315 46572	WE ENERGIES 0700126680-000022 Concession 100-5521-522200	03/15/2021 mschneider	04/06/2021	215.70	0.00	Paid	Y 03/29/2021
	0700126680-000022 Concession Building			215.70			
20210315 46573	WE ENERGIES 0700126680-000023 Well #3 Gas 610-6200-662200	03/15/2021 mschneider	04/06/2021	19.80	0.00	Paid	Y 03/29/2021
	0700126680-000023 Well #3 Gas			19.80			
20210315 46574	WE ENERGIES 0700126680-000024 Parks-200 S 100-5342-522200	03/15/2021 mschneider	04/06/2021	93.58	0.00	Paid	Y 03/29/2021
	0700126680-000024 Parks-200 S Rochester			93.58			
20210315 46575	WE ENERGIES 0700126680-000025 Tower 610-6200-662200	03/15/2021 mschneider	04/06/2021	96.68	0.00	Paid	Y 03/29/2021
	0700126680-000025 Tower			96.68			
20210315 46576	WE ENERGIES 0700126680-000027 Police 100-5211-522200	03/15/2021 mschneider	04/06/2021	4,807.32	0.00	Paid	Y 03/29/2021
	0700126680-000027 Police			4,807.32			
20210315 46577	WE ENERGIES 0700126680-000028 Miniwaukan 100-5521-522200	03/15/2021 mschneider	04/06/2021	72.49	0.00	Paid	Y 03/29/2021
	0700126680-000028 Miniwaukan Pavilion			72.49			
20210315 46578	WE ENERGIES 0700126680-000029 F. Park Sump Pump 100-5521-522200	03/15/2021 mschneider	04/06/2021	60.94	0.00	Paid	Y 03/29/2021
	0700126680-000029 F. Park Sump Pump			60.94			
20210315 46579	WE ENERGIES 0700126680-000030 Andrews St. 100-5521-522200	03/15/2021 mschneider	04/06/2021	312.46	0.00	Paid	Y 03/29/2021
	0700126680-000030 Andrews St.			312.46			

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20210315 46580	WE ENERGIES 0700126680-000031 Holz Gas 620-8010-821200	03/15/2021 mschneider	04/06/2021	998.29	0.00	Paid	Y 03/29/2021
	0700126680-000031 Holz Gas			998.29			
20210315 46581	WE ENERGIES 0700126680-000032 Well #4 Elec 610-6200-662200	03/15/2021 mschneider	04/06/2021	3,466.22	0.00	Paid	Y 03/29/2021
	0700126680-000032 Well #4 Elec			3,466.22			
20210315 46582	WE ENERGIES 0700126680-000033 Parks 100-5521-522200	03/15/2021 mschneider	04/06/2021	74.51	0.00	Paid	Y 03/29/2021
	0700126680-000033 Parks			74.51			
20210315 46583	WE ENERGIES 0700126680-000034 Street Lights 100-5342-522200	03/15/2021 mschneider	04/06/2021	216.81	0.00	Paid	Y 03/29/2021
	0700126680-000034 Street Lights			216.81			
20210315 46584	WE ENERGIES 0700126680-000036 Flashers 100-5211-522200	03/15/2021 mschneider	04/06/2021	19.37	0.00	Paid	Y 03/29/2021
	0700126680-000036 Flashers			19.37			
20210315 46585	WE ENERGIES 0700126680-000037 Well #4 Gas 610-6200-662200	03/15/2021 mschneider	04/06/2021	354.88	0.00	Paid	Y 03/29/2021
	0700126680-000037 Well #4 Gas			354.88			
20210315 46586	WE ENERGIES 0700126680-000038 Museum 100-5512-522200	03/15/2021 mschneider	04/06/2021	918.12	0.00	Paid	Y 03/29/2021
	0700126680-000038 Museum			918.12			
20210315 46587	WE ENERGIES 0700126680-000039 Well #5 610-6200-662200	03/15/2021 mschneider	04/06/2021	10,200.93	0.00	Paid	Y 03/29/2021
	0700126680-000039 Well #5			10,200.93			
20210315 46588	WE ENERGIES 0709449777-00001 Library Gas 440-5511-522400	03/15/2021 mschneider	04/06/2021	3,208.09	0.00	Paid	Y 03/29/2021
	0709449777-00001 Library Gas			3,208.09			
20210315 46589	WE ENERGIES 0709449777-00002 Library Elec 440-5511-522200	03/15/2021 mschneider	04/06/2021	5,615.25	0.00	Paid	Y 03/29/2021
	0709449777-00002 Library Elec			5,615.25			

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20210315 46590	WE ENERGIES 0712697628-00001 Tower Radio Bldg 100-5211-522200	03/15/2021 mschneider	04/06/2021	70.46	0.00	Paid	Y 03/29/2021
		0712697628-00001 Tower Radio Bldg		70.46			
20210315 46591	WE ENERGIES 0712697628-00002 Mukw Dam 100-5254-522200	03/15/2021 mschneider	04/06/2021	75.02	0.00	Paid	Y 03/29/2021
		0712697628-00002 Mukw Dam		75.02			
20210315 46592	WE ENERGIES 0712697628-00003 PD Tower meter 100-5211-522200	03/15/2021 mschneider	04/06/2021	137.26	0.00	Paid	Y 03/29/2021
		0712697628-00003 PD Tower meter #05662		137.26			
20210315 46593	WE ENERGIES 0712697628-00004 1224 Riverton 620-8020-821000	03/15/2021 mschneider	04/06/2021	453.11	0.00	Paid	Y 03/29/2021
		0712697628-00004 1224 Riverton		453.11			
20210315 46594	WE ENERGIES 0712697628-00006 Well #7 610-6200-662200	03/15/2021 mschneider	04/06/2021	5,125.89	0.00	Paid	Y 03/29/2021
		0712697628-00006 Well #7		5,125.89			
20210315 46595	WE ENERGIES 0712697628-00007 School Crossing 100-5342-522200	03/15/2021 mschneider	04/06/2021	50.03	0.00	Paid	Y 03/29/2021
		0712697628-00007 School Crossing Lights		50.03			

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Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date

# of Invoices:	46	# Due:	0	Totals:	131,044.38	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:					131,044.38	0.00	

--- TOTALS BY GL DISTRIBUTION ---

100-5160-522200	ELECTRIC	2,558.81	
100-5160-522400	GAS	1,246.03	
100-5211-522200	ELECTRIC	5,350.72	
100-5254-522200	ELECTRIC	75.02	
100-5323-522200	ELECTRIC	1,315.82	
100-5323-522400	GAS	1,675.06	
100-5342-522200	ELECTRIC	42,175.85	
100-5512-522200	ELECTRIC	918.12	
100-5521-522200	ELECTRIC	1,554.34	
150-5221-522200	ELECTRIC	6,186.86	
440-5511-522200	ELECTRIC	5,615.25	
440-5511-522400	GAS	3,208.09	
610-6200-662200	FUEL OR POWER PURCHASED	28,485.57	
620-8010-821100	WWTP ELECTRIC POWER	26,409.94	
620-8010-821200	NAT GAS/ADMIN BLDG/HEAT EXCH	1,507.10	
620-8020-821000	PUMPING POWER & FUEL	2,761.80	

--- TOTALS BY FUND ---

100 - GENERAL FUND	56,869.77	0.00
150 - FIRE/AMBULANCE FUND	6,186.86	0.00
440 - LIBRARY FUND	8,823.34	0.00
610 - WATER UTILITY FUND	28,485.57	0.00
620 - SEWER UTILITY FUND	30,678.84	0.00

--- TOTALS BY DEPT/ACTIVITY ---

5160 - VILLAGE HALL	3,804.84	0.00
5211 - POLICE ADMINISTRATION	5,350.72	0.00
5221 - FIRE ADMINISTRATION	6,186.86	0.00
5254 - DAMS	75.02	0.00
5323 - GARAGE	2,990.88	0.00
5342 - STREET LIGHTING	42,175.85	0.00
5511 - LIBRARY SERVICES	8,823.34	0.00
5512 - MUSEUM	918.12	0.00
5521 - PARKS	1,554.34	0.00
6200 - PUMPING OPERATIONS	28,485.57	0.00
8010 - WWTP-TREATMENT/DISPOSAL/GP	27,917.04	0.00
8020 - LIFT STATIONS/PUMPING EQUIP	2,761.80	0.00

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Purchase Card Vendor: 0002 US BANK							
BITTNER RONALD 46373	MICROSOFT*STORE OFFICE 365 100-5323-522500	02/17/2021 mschneider	03/30/2021	104.99	0.00	Paid	Y 03/30/2021
	TELEPHONE			104.99			
BROWN DAVID 46374	BP#1926526PLANEVIEW TRVL WATER FUEL FOR JAYME WATER CLASS 610-6920-693000	02/16/2021 mschneider	03/30/2021	34.20	0.00	Paid	Y 03/30/2021
	MISC GENERAL EXPENSES			34.20			
CASTLE WAYNE A 46375	DAVID ALAN ALAN S SMOKEHO WWTF TRAINING LUNCH 620-8400-854100	02/15/2021 mschneider	03/30/2021	38.27	0.00	Paid	Y 03/30/2021
	EDUCATIONAL/TRAINING EXPENSES			38.27			
CASTLE WAYNE A 46376	WWOA WWTF OPERATOR TRAINING 620-8400-854100	03/03/2021 mschneider	03/30/2021	15.00	0.00	Paid	Y 03/30/2021
	EDUCATIONAL/TRAINING EXPENSES			15.00			
CASTLE WAYNE A 46377	MICROSOFT*MICROSOFT 365 F WWTF MICROSOFT SUBSCRIPTION 620-8010-827000	03/14/2021 mschneider	03/30/2021	104.99	0.00	Paid	Y 03/30/2021
	OPERATION SUPPLY/EXPENSE			104.99			
DOHERTY DIANA 46378	LEAGUE OF WISCONSIN MUNIC LWM HR WEBINAR SERIES 100-5141-533500	02/23/2021 mschneider	03/30/2021	30.00	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			30.00			
DOHERTY DIANA 46379	OFFICE DEPOT #117 SCANNER FOR LISSA 100-5141-531100	02/26/2021 mschneider	03/30/2021	262.49	0.00	Paid	Y 03/30/2021
	SUPPLIES			262.49			
DOHERTY DIANA 46380	OFFICEMAX/DEPOT 6553 SCANNER FOR ROBIN 100-5141-531100	02/26/2021 mschneider	03/30/2021	263.74	0.00	Paid	Y 03/30/2021
	SUPPLIES			263.74			
DOHERTY DIANA 46381	MICROSOFT*MICROSOFT 365 F ANNUAL 365 RENEWAL 100-5141-531100	03/07/2021 mschneider	03/30/2021	104.99	0.00	Paid	Y 03/30/2021
	SUPPLIES			104.99			

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Purchase Card Vendor: 0002 US BANK							
DYKSTRA DIANA 46382	NIU OUTREACH TRAINING SESSION 100-5142-533500	02/18/2021 mschneider	03/30/2021	66.00	0.00	Paid	Y 03/30/2021
	TRAINING SESSION			66.00			
DYKSTRA DIANA 46383	US BANK RETURNED BOXES 100-5241-531100	02/19/2021 mschneider	03/30/2021	(97.99)	0.00	Paid	Y 03/30/2021
	SUPPLIES			(97.99)			
DYKSTRA DIANA 46384	BLUE BAY RESTAURANT APPRECIATION LUNCH 100-5144-531100	02/19/2021 mschneider	03/30/2021	34.44	0.00	Paid	Y 03/30/2021
	APPRECIATION LUNCH			34.44			
DYKSTRA DIANA 46385	AMZN MKTP US*SU0ZU2W73 CASE FOR THE DRONE 100-5241-539900	02/19/2021 mschneider	03/30/2021	195.98	0.00	Paid	Y 03/30/2021
	OTHER			195.98			
DYKSTRA DIANA 46386	AMAZON.COM*AL79984N3 HEAD SET FOR ZOOM TRAINING 100-5241-533500	03/06/2021 mschneider	03/30/2021	63.99	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			63.99			
DYKSTRA DIANA 46387	AMAZON.COM*5A7N48PA3 AMZN HEAD SET FOR ZOOM MEETING 100-5142-531100	03/10/2021 mschneider	03/30/2021	39.99	0.00	Paid	Y 03/30/2021
	SUPPLIES			39.99			
GOURDOUX LINDA 46388	KWIK TRIP 28200002824 COFFEE FOR INSPECTORS 100-5144-531100	02/16/2021 mschneider	03/30/2021	9.35	0.00	Paid	Y 03/30/2021
	COFFEE FOR INSPECTORS			9.35			
GOURDOUX LINDA 46389	DOLLAR GENERAL #10855 ELECTION SUPPLIES FEB 2021 100-5144-531100	02/16/2021 mschneider	03/30/2021	22.79	0.00	Paid	Y 03/30/2021
	ELECTION SUPPLIES FEB 2021			22.79			
HARLEY ROBERT J 46390	AMZN MKTP US*L44YM9U03 BOXES FOR BUILDING DEPT. 100-5241-531100	02/20/2021 mschneider	03/30/2021	73.49	0.00	Paid	Y 03/30/2021
	SUPPLIES			73.49			

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Purchase Card Vendor: 0002 US BANK							
HARLEY ROBERT J 46391	US BANK CREDIT FOR DRONE CASE OUT OF STOCK 100-5241-539900	02/22/2021 mschneider	03/30/2021	(108.69)	0.00	Paid	Y 03/30/2021
	OTHER			(108.69)			
HARLEY ROBERT J 46392	LYNCH GM SUPERSTORE CAR WASH FOR CAPTIVA 100-5241-539500	02/25/2021 mschneider	03/30/2021	7.00	0.00	Paid	Y 03/30/2021
	REPAIRS & MAINTENANCE			7.00			
ISELY MARY JO 46393	AMAZON.COM*G081577Q3 DVD 440-5700-532900	02/21/2021 mschneider	03/30/2021	12.79	0.00	Paid	Y 03/30/2021
	AV MATERIAL			12.79			
ISELY MARY JO 46394	AMZN MKTP US*Z32HD0IM3 DVD 440-5700-532900	02/22/2021 mschneider	03/30/2021	12.95	0.00	Paid	Y 03/30/2021
	AV MATERIAL			12.95			
ISELY MARY JO 46395	AMAZON.COM*6N6A08GT3 AMZN DVD 440-5700-532900	02/23/2021 mschneider	03/30/2021	25.92	0.00	Paid	Y 03/30/2021
	AV MATERIAL			25.92			
ISELY MARY JO 46396	AMZN MKTP US*TH2XW0UE3 AM DVD 440-5700-532900	02/23/2021 mschneider	03/30/2021	263.65	0.00	Paid	Y 03/30/2021
	AV MATERIAL			263.65			
ISELY MARY JO 46397	AMZN MKTP US*B20A2UK3 DVD 440-5700-532900	02/23/2021 mschneider	03/30/2021	39.99	0.00	Paid	Y 03/30/2021
	AV MATERIAL			39.99			
ISELY MARY JO 46398	AMAZON.COM*2Q3KU0TE3 AMZN CD 440-5700-532900	02/28/2021 mschneider	03/30/2021	17.09	0.00	Paid	Y 03/30/2021
	AV MATERIAL			17.09			
ISELY MARY JO 46399	AMAZON.COM*KT3VD5JN3 AMZN DVD 440-5700-532900	03/01/2021 mschneider	03/30/2021	37.88	0.00	Paid	Y 03/30/2021
	AV MATERIAL			37.88			

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 46400	AMAZON.COM*3T6L71F43 AMZN BOOK 440-5700-532800	03/01/2021 mschneider	03/30/2021	8.99	0.00	Paid	Y 03/30/2021
	BOOKS			8.99			
ISELY MARY JO 46401	NETFLIX.COM STREAMING SERVICE 440-5511-534000	03/01/2021 mschneider	03/30/2021	17.99	0.00	Paid	Y 03/30/2021
	DIGITAL MATERIALS			17.99			
ISELY MARY JO 46402	US BANK DVD CREDIT 440-5700-532900	03/02/2021 mschneider	03/30/2021	(3.00)	0.00	Paid	Y 03/30/2021
	AV MATERIAL			(3.00)			
ISELY MARY JO 46403	US BANK DVD CREDIT 440-5700-532900	03/02/2021 mschneider	03/30/2021	(1.97)	0.00	Paid	Y 03/30/2021
	AV MATERIAL			(1.97)			
ISELY MARY JO 46404	AMAZON.COM*9E5BA6EO3 AMZN BOOK 440-5700-532800	03/02/2021 mschneider	03/30/2021	4.48	0.00	Paid	Y 03/30/2021
	BOOKS			4.48			
ISELY MARY JO 46405	AMAZON.COM*AH2U56E83 AMZN DVD 440-5700-532900	03/02/2021 mschneider	03/30/2021	52.91	0.00	Paid	Y 03/30/2021
	AV MATERIAL			52.91			
ISELY MARY JO 46406	AMAZON.COM*0H1EY1PQ3 AMZN DVD 440-5700-532900	03/03/2021 mschneider	03/30/2021	17.99	0.00	Paid	Y 03/30/2021
	AV MATERIAL			17.99			
ISELY MARY JO 46407	AMAZON.COM*K25TL13E3 AMZN BOOKS 440-5700-532800	03/03/2021 mschneider	03/30/2021	156.68	0.00	Paid	Y 03/30/2021
	BOOKS			156.68			
ISELY MARY JO 46408	AMAZON.COM*DP3NR04T3 AMZN DVD 440-5700-532900	03/06/2021 mschneider	03/30/2021	11.79	0.00	Paid	Y 03/30/2021
	AV MATERIAL			11.79			

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Purchase Card Vendor: 0002 US BANK							
ISELY MARY JO 46409	ACORN TV MONTHLY MONTHLY CHARGE 440-5511-534000	03/08/2021 mschneider	03/30/2021	6.29	0.00	Paid	Y 03/30/2021
	DIGITAL MATERIALS			6.29			
ISELY MARY JO 46410	ROKU FOR DISNEY ELECTRONI DISNEY PLUS 440-5511-533000	03/11/2021 mschneider	03/30/2021	73.49	0.00	Paid	Y 03/30/2021
	THINGERY PURCHASES			73.49			
KIM CATHRYN 46411	FORK IN THE ROAD STAFF GIFT CARDS FROM LIBRARY BOARD 440-5890-580600	02/15/2021 mschneider	03/30/2021	800.00	0.00	Paid	Y 03/30/2021
	DONATED FUND EXPENDITURES			800.00			
KIM CATHRYN 46412	ZOOM.US 888-799-9666 ZOOM WEBINAR 440-5511-534000	02/20/2021 mschneider	03/30/2021	42.00	0.00	Paid	Y 03/30/2021
	DIGITAL MATERIALS			42.00			
KIM CATHRYN 46413	AMZN MKTP US*HK9A42KZ3 PROGRAM PRIZES 440-5511-533100	02/22/2021 mschneider	03/30/2021	43.98	0.00	Paid	Y 03/30/2021
	PROGRAMMING			43.98			
KIM CATHRYN 46414	WM SUPERCENTER #1571 GENERAL SUPPLIES 440-5511-531100	02/24/2021 mschneider	03/30/2021	31.10	0.00	Paid	Y 03/30/2021
	SUPPLIES			31.10			
KIM CATHRYN 46415	TIDIO COMMUNICATOR CHAT COMMUNICATOR 440-5511-534000	02/25/2021 mschneider	03/30/2021	69.30	0.00	Paid	Y 03/30/2021
	DIGITAL MATERIALS			69.30			
KIM CATHRYN 46416	WALMART.COM AY PROGRAM SUPPLIES 440-5511-531400	02/26/2021 mschneider	03/30/2021	37.04	0.00	Paid	Y 03/30/2021
	META SPACE EQUIPMENT & SUPPLIE			37.04			
KIM CATHRYN 46417	WM SUPERCENTER #1571 PROGRAM SUPPLIES 440-5511-533100	03/02/2021 mschneider	03/30/2021	15.46	0.00	Paid	Y 03/30/2021
	PROGRAMMING			15.46			

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Purchase Card Vendor: 0002 US BANK							
KIM CATHRYN 46418	THE HOME DEPOT 4921 SHELF UNIT 440-5511-531400	03/04/2021 mschneider	03/30/2021	89.98	0.00	Paid	Y 03/30/2021
	META SPACE EQUIPMENT & SUPPLIE			89.98			
KIM CATHRYN 46419	MAILCHIMP *MONTHLY MARCH NEWSLETTER 440-5511-534000	03/08/2021 mschneider	03/30/2021	62.99	0.00	Paid	Y 03/30/2021
	DIGITAL MATERIALS			62.99			
KIM CATHRYN 46420	DOLLAR GENERAL #10855 PROGRAM SUPPLIES 440-5511-531400	03/08/2021 mschneider	03/30/2021	50.75	0.00	Paid	Y 03/30/2021
	META SPACE EQUIPMENT & SUPPLIE			50.75			
KIM CATHRYN 46421	WM SUPERCENTER #1571 PROGRAM SUPPLIES 440-5511-533100	03/09/2021 mschneider	03/30/2021	18.24	0.00	Paid	Y 03/30/2021
	PROGRAMMING			18.24			
KIM CATHRYN 46422	AWHALEY.COM SEEDS 440-5890-580600	03/10/2021 mschneider	03/30/2021	119.56	0.00	Paid	Y 03/30/2021
	DONATED FUND EXPENDITURES			119.56			
KIM CATHRYN 46423	WM SUPERCENTER #1571 SPEAKERS 440-5511-531100	03/10/2021 mschneider	03/30/2021	19.88	0.00	Paid	Y 03/30/2021
	SUPPLIES			19.88			
KIM CATHRYN 46424	SHOCKBYTE MINECRAFT HOST 440-5511-531400	03/10/2021 mschneider	03/30/2021	5.00	0.00	Paid	Y 03/30/2021
	META SPACE EQUIPMENT & SUPPLIE			5.00			
KIM CATHRYN 46425	E AND S SWEETS PROGRAM PRIZE 440-5511-533100	03/11/2021 mschneider	03/30/2021	50.00	0.00	Paid	Y 03/30/2021
	PROGRAMMING			50.00			
KIM CATHRYN 46426	ADOBE CREATIVE CLOUD CREATIVE CLOUD 440-5511-534000	03/11/2021 mschneider	03/30/2021	83.99	0.00	Paid	Y 03/30/2021
	DIGITAL MATERIALS			83.99			

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Purchase Card Vendor: 0002 US BANK							
KIM CATHRYN 46427	AMZN MKTP US*VP06D4BB3 AM POWER STRIP & PAPER 440-5511-531400	03/12/2021 mschneider	03/30/2021	56.65	0.00	Paid	Y 03/30/2021
	META SPACE EQUIPMENT & SUPPLIE			56.65			
KINDER MATTHEW 46428	TFS*THERMOELECTRONNORT WWTF LAB EQUIP. BULBS FOR 620-8010-826000	02/26/2021 mschneider	03/30/2021	92.00	0.00	Paid	Y 03/30/2021
	OTHER CHEMICALS			92.00			
KINDER MATTHEW 46429	USPS PO 5657100149 WATER POSTAGE FOR FLUORIDE SAMPLE 610-6300-663200	03/01/2021 mschneider	03/30/2021	4.00	0.00	Paid	Y 03/30/2021
	OPERATION SUPPLY/EXP-TREATMENT			4.00			
KINDER MATTHEW 46430	OWPSACSTATE WWTF TRAING/EDUCATION CLASSES FOR 620-8400-854100	03/09/2021 mschneider	03/30/2021	298.00	0.00	Paid	Y 03/30/2021
	EDUCATIONAL/TRAINING EXPENSES			298.00			
KINDER MATTHEW 46431	SKILLPATH / NATIONAL WATER/WWTF EDUCATION CLASSES FOR 610-6920-693000	03/11/2021 mschneider	03/30/2021	577.00	0.00	Paid	Y 03/30/2021
	MISC GENERAL EXPENSES			277.00			
	EDUCATIONAL/TRAINING EXPENSES			300.00			
MILLER KENNETH 46432	AMZN MKTP US*IO3EE30X3 WWTF LIGHT BULBS FOR SCREENING ROOM 620-8010-833000	03/05/2021 mschneider	03/30/2021	15.05	0.00	Paid	Y 03/30/2021
	MAINT-TREATMENT/DISPOSAL PLANT			15.05			
SCHMIDT KEVIN B 46433	POSITIVE PROMOTIONS NATIONAL TELECOMMUNICATOR WEEK ITEMS 100-5211-539900	02/17/2021 mschneider	03/30/2021	125.70	0.00	Paid	Y 03/30/2021
	OTHER			125.70			
SCHMIDT KEVIN B 46434	MICROSOFT*STORE MICROSOFT 365 LICENSES 100-5211-521900	02/25/2021 mschneider	03/30/2021	104.99	0.00	Paid	Y 03/30/2021
	PROFESSIONAL SERVICES			104.99			
SCHMIDT KEVIN B 46435	STAPLS0190141548000001 STAPLE REMOVERS AND BANKER BOXES 100-5211-531100	03/06/2021 mschneider	03/30/2021	45.14	0.00	Paid	Y 03/30/2021
	SUPPLIES			45.14			

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Purchase Card Vendor: 0002 US BANK							
STIEN JEFFREY R 46436	I/O SOLUTIONS, INC. ONLINE ENTRY EXAMS 150-5221-521900	02/15/2021 mschneider	03/30/2021	300.00	0.00	Paid	Y 03/30/2021
	PROFESSIONAL SERVICES			300.00			
STIEN JEFFREY R 46437	WM SUPERCENTER #1571 OFFICE SUPPLIES 150-5221-531100	02/16/2021 mschneider	03/30/2021	19.61	0.00	Paid	Y 03/30/2021
	SUPPLIES			19.61			
STIEN JEFFREY R 46438	AMZN MKTP US*US9IV1HB3 EMS SUPPLIES 150-5231-531100	02/17/2021 mschneider	03/30/2021	46.58	0.00	Paid	Y 03/30/2021
	SUPPLIES			46.58			
STIEN JEFFREY R 46439	WAL-MART #1571 STAFF PICTURES 150-5222-531100	02/19/2021 mschneider	03/30/2021	4.10	0.00	Paid	Y 03/30/2021
	SUPPLIES			4.10			
STIEN JEFFREY R 46440	WM SUPERCENTER #1571 STAFF PICTURES 150-5222-531100	02/19/2021 mschneider	03/30/2021	2.90	0.00	Paid	Y 03/30/2021
	SUPPLIES			2.90			
STIEN JEFFREY R 46441	CARID.COM CARID CREDIT RETURN 150-5700-571300	02/24/2021 mschneider	03/30/2021	120.75	0.00	Paid	Y 03/30/2021
	FIRE DEPT CAPITAL EQUIP			120.75			
STIEN JEFFREY R 46442	AMZN MKTP US*3Y6CS0FM3 EMS SUPPLIES 150-5231-531100	02/24/2021 mschneider	03/30/2021	20.98	0.00	Paid	Y 03/30/2021
	SUPPLIES			20.98			
STIEN JEFFREY R 46443	AMAZON.COM*JS85378U3 AMZN FIRE MAINTENANCE 150-5222-539500	02/25/2021 mschneider	03/30/2021	29.97	0.00	Paid	Y 03/30/2021
	REPAIRS & MAINTENANCE			29.97			
STIEN JEFFREY R 46444	AMZN MKTP US*QK0ZM0433 EMS SUPPLIES 150-5231-531100	02/28/2021 mschneider	03/30/2021	20.98	0.00	Paid	Y 03/30/2021
	SUPPLIES			20.98			

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Purchase Card Vendor: 0002 US BANK							
STIEN JEFFREY R 46445	AMZN MKTP US*SX6640LP3 STATION MAINTENANCE 150-5221-539500	03/01/2021 mschneider	03/30/2021	158.17	0.00	Paid	Y 03/30/2021
	REPAIRS & MAINTENANCE			158.17			
STIEN JEFFREY R 46446	WCTC REGISTRATION WEBB AEMT PRACTICAL TEST 150-5700-580500	03/03/2021 mschneider	03/30/2021	250.00	0.00	Paid	Y 03/30/2021
	ACT 102 EXPENSES			250.00			
STIEN JEFFREY R 46447	AMZN MKTP US*ZU2ML0P13 EMS SUPPLIES 150-5231-531100	03/03/2021 mschneider	03/30/2021	21.38	0.00	Paid	Y 03/30/2021
	SUPPLIES			21.38			
STIEN JEFFREY R 46448	AMZN MKTP US*1P2B05003 STATION SUPPLIES 150-5221-531100	03/04/2021 mschneider	03/30/2021	51.74	0.00	Paid	Y 03/30/2021
	SUPPLIES			51.74			
STIEN JEFFREY R 46449	US BANK AMAZON CREDIT 150-5231-531100	03/05/2021 mschneider	03/30/2021	(20.98)	0.00	Paid	Y 03/30/2021
	SUPPLIES			(20.98)			
STIEN JEFFREY R 46450	AMAZON.COM*TK04K0MX3 STATION SUPPLIES 150-5221-531100	03/05/2021 mschneider	03/30/2021	61.05	0.00	Paid	Y 03/30/2021
	SUPPLIES			61.05			
STIEN JEFFREY R 46451	AMAZON.COM*7M7T37S93 AMZN EMS SUPPLIES 150-5231-531100	03/07/2021 mschneider	03/30/2021	36.52	0.00	Paid	Y 03/30/2021
	SUPPLIES			36.52			
STREIT DANIEL 46452	AMAZON.COM*939ZM0XT3 AMZN DISPATCH COMPUTER KEYBOARD 100-5212-531100	02/24/2021 mschneider	03/30/2021	34.99	0.00	Paid	Y 03/30/2021
	SUPPLIES			34.99			
STREIT DANIEL 46453	AMZN MKTP US*DG63S4UT3 DISPATCH COMPUTER WIRELESS MOUSE 100-5211-531100	02/28/2021 mschneider	03/30/2021	34.78	0.00	Paid	Y 03/30/2021
	SUPPLIES			34.78			

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Purchase Card Vendor: 0002 US BANK							
STREIT DANIEL 46454	AMAZON.COM*ZD77A0ZU3 DISPATCH COMPUTER KEYBOARD 100-5211-531100	02/28/2021 mschneider	03/30/2021	59.84	0.00	Paid	Y 03/30/2021
	SUPPLIES			59.84			
SURA MATTHEW J 46455	STAPLES DIRECT SECURITY CAMERA CONTROLLER 150-5221-531100	02/24/2021 mschneider	03/30/2021	185.31	0.00	Paid	Y 03/30/2021
	SUPPLIES			185.31			
SURA MATTHEW J 46456	ZOOM.US 888-799-9666 ZOOM ANNUAL 150-5221-532400	03/04/2021 mschneider	03/30/2021	157.40	0.00	Paid	Y 03/30/2021
	MEMBERSHIP DUES			157.40			
SURA MATTHEW J 46457	APPLE.COM/BILL APPLE.COM INVOICE APP 150-5223-533500	03/08/2021 mschneider	03/30/2021	0.99	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			0.99			
WEIDL JOHN S 46458	B2B PRIME*H99941DN3 AMAZON PRIME MEMEBERSHIP 100-5670-531100	02/17/2021 mschneider	03/30/2021	187.95	0.00	Paid	Y 03/30/2021
	SUPPLIES			187.95			
WEIDL JOHN S 46459	FORK IN THE ROAD UNKNOWN 100-5670-533500	02/17/2021 mschneider	03/30/2021	37.90	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			37.90			
WEIDL JOHN S 46460	SOL DE MEXICO UNKNOWN 100-5670-533500	02/18/2021 mschneider	03/30/2021	31.85	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			31.85			
WEIDL JOHN S 46461	AMZN MKTP US*U01ME10Y3 HEAD REST FOR OFFICE CHAIR 100-5670-531100	02/24/2021 mschneider	03/30/2021	179.95	0.00	Paid	Y 03/30/2021
	SUPPLIES			179.95			
WEIDL JOHN S 46462	AMZN MKTP US*CX6380XR3 AM USB CHARGER 100-5670-531100	02/25/2021 mschneider	03/30/2021	56.89	0.00	Paid	Y 03/30/2021
	SUPPLIES			56.89			

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WEIDL JOHN S 46463	AMZN MKTP US*LN5WF4JR3 HDMI CABLES 100-5670-531100	03/01/2021 mschneider	03/30/2021	32.99	0.00	Paid	Y 03/30/2021
	SUPPLIES			32.99			

WEIDL JOHN S 46464	BREW 52 UNKNOWN 100-5670-533500	03/03/2021 mschneider	03/30/2021	17.02	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			17.02			

WEIDL JOHN S 46465	E AND S SWEETS UNKNOWN 100-5670-533500	03/06/2021 mschneider	03/30/2021	76.51	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			76.51			

WEIDL JOHN S 46466	DAVID ALAN ALAN S SMOKEHO UNKNOWN 100-5670-533500	03/08/2021 mschneider	03/30/2021	42.67	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			42.67			

WEIDL JOHN S 46467	UDEMY ONLINE COURSES EXCEL COURSE 100-5670-533500	03/10/2021 mschneider	03/30/2021	22.04	0.00	Paid	Y 03/30/2021
	TRAINING & TRAVEL			22.04			

Total Purchase Card Vendor: 0002 US BANK

# of Invoices:	90	# Due:	0	Totals:	7,394.19	0.00
# of Credit Memos:	5	# Due:	0	Totals:	(232.63)	0.00
Net of Invoices and Credit Memos:					7,161.56	0.00

--- TOTALS BY GL DISTRIBUTION ---

100-5141-531100	SUPPLIES	631.22
100-5141-533500	TRAINING & TRAVEL	30.00
100-5142-531100	SUPPLIES	39.99
100-5142-533500	TRAINING & TRAVEL	66.00
100-5144-531100	SUPPLIES	66.58
100-5211-521900	PROFESSIONAL SERVICES	104.99
100-5211-531100	SUPPLIES	139.76
100-5211-539900	OTHER	125.70
100-5212-531100	SUPPLIES	34.99
100-5241-531100	SUPPLIES	(24.50)
100-5241-533500	TRAINING & TRAVEL	63.99

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	GL Distribution						
	100-5241-539500	REPAIRS & MAINTENANCE		7.00			
	100-5241-539900	OTHER		87.29			
	100-5323-522500	TELEPHONE		104.99			
	100-5670-531100	SUPPLIES		457.78			
	100-5670-533500	TRAINING & TRAVEL		227.99			
	150-5221-521900	PROFESSIONAL SERVICES		300.00			
	150-5221-531100	SUPPLIES		317.71			
	150-5221-532400	MEMBERSHIP DUES		157.40			
	150-5221-539500	REPAIRS & MAINTENANCE		158.17			
	150-5222-531100	SUPPLIES		7.00			
	150-5222-539500	REPAIRS & MAINTENANCE		29.97			
	150-5223-533500	TRAINING & TRAVEL		0.99			
	150-5231-531100	SUPPLIES		125.46			
	150-5700-571300	FIRE DEPT CAPITAL EQUIP		120.75			
	150-5700-580500	ACT 102 EXPENSES		250.00			
	440-5511-531100	SUPPLIES		50.98			
	440-5511-531400	META SPACE EQUIPMENT & SUPPLIE		239.42			
	440-5511-533000	THINGERY PURCHASES		73.49			
	440-5511-533100	PROGRAMMING		127.68			
	440-5511-534000	DIGITAL MATERIALS		282.56			
	440-5700-532800	BOOKS		170.15			
	440-5700-532900	AV MATERIAL		487.99			
	440-5890-580600	DONATED FUND EXPENDITURES		919.56			
	610-6300-663200	OPERATION SUPPLY/EXP-TREATMENT		4.00			
	610-6920-693000	MISC GENERAL EXPENSES		311.20			
	620-8010-826000	OTHER CHEMICALS		92.00			
	620-8010-827000	OPERATION SUPPLY/EXPENSE		104.99			
	620-8010-833000	MAINT-TREATMENT/DISPOSAL PLANT		15.05			
	620-8400-854100	EDUCATIONAL/TRAINING EXPENSES		651.27			

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INVOICE REGISTER REPORT FOR MUKWONAGO
EXP CHECK RUN DATES 03/30/2021 - 03/30/2021
JOURNALIZED PAID
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	Jrnalized Post Date
--- TOTALS BY FUND ---							
	100 - GENERAL FUND			2,163.77	0.00		
	150 - FIRE/AMBULANCE FUND			1,467.45	0.00		
	440 - LIBRARY FUND			2,351.83	0.00		
	610 - WATER UTILITY FUND			315.20	0.00		
	620 - SEWER UTILITY FUND			863.31	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	5141 - VILLAGE ADMINISTRATION/FINA			661.22	0.00		
	5142 - CLERK-TREASURER			105.99	0.00		
	5144 - ELECTIONS			66.58	0.00		
	5211 - POLICE ADMINISTRATION			370.45	0.00		
	5212 - POLICE PATROL			34.99	0.00		
	5221 - FIRE ADMINISTRATION			933.28	0.00		
	5222 - FIRE SUPPRESSION			36.97	0.00		
	5223 - FIRE TRAINING			0.99	0.00		
	5231 - AMBULANCE			125.46	0.00		
	5241 - BUILDING INSPECTOR			133.78	0.00		
	5323 - GARAGE			104.99	0.00		
	5511 - LIBRARY SERVICES			774.13	0.00		
	5670 - ECONOMIC DEVELOPMENT			685.77	0.00		
	5700 - CAPITAL OUTLAY EXPENDITURES			1,028.89	0.00		
	5890 - USE OF DESIGNATED FUNDS			919.56	0.00		
	6300 - WATER TREATMENT OPERATIONS			4.00	0.00		
	6920 - ADMINISTRATIVE & GENERAL EX			311.20	0.00		
	8010 - WWTP-TREATMENT/DISPOSAL/GP			212.04	0.00		
	8400 - ADMINISTRATIVE & GENERAL			651.27	0.00		
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	0366			661.22			
	0707			1,595.92			
	1051			971.00			
	1275			34.20			
	2365			755.91			
	2380			685.77			
	2544			302.41			
	4952			(28.20)			
	5538			129.61			
	5724			343.70			
	6347			32.14			
	6370			1,123.75			

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INVOICE REGISTER REPORT FOR MUKWONAGO
EXP CHECK RUN DATES 03/30/2021 - 03/30/2021
JOURNALIZED PAID
BANK CODE: GEN - CHECK TYPE: EFT
CREDIT CARD TRANSACTIONS FOR BOARD
SORTED BY CARDHOLDER

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
--- TOTALS BY PAYMENT CARD ACCOUNT ---							
	6639			158.26			
	8378			275.83			
	8389			15.05			
	9708			104.99			

Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
03/03/2021	CD	B2E SOLUTIONS	Check: GEN 286(E)			
AP Trx #: 72039						
		Check: GEN 286	100-0000-111000	TREASURERS CASH @ CITIZI		345.34
		Check: GEN 286	100-0000-211000	VOUCHERS PAYABLE	345.34	
		Check: GEN 286	150-0000-111000	TREASURERS CASH @ CITIZI		219.00
		Check: GEN 286	150-0000-211000	VOUCHERS PAYABLE	219.00	
		Check: GEN 286	440-0000-111000	TREASURERS CASH @ CITIZI		98.99
		Check: GEN 286	440-0000-211000	VOUCHERS PAYABLE	98.99	
		Check: GEN 286	610-0000-111000	TREASURERS CASH @ CITIZI		18.00
		Check: GEN 286	610-0000-211000	VOUCHERS PAYABLE	18.00	
		Check: GEN 286	620-0000-111000	TREASURERS CASH @ CITIZI		18.00
		Check: GEN 286	620-0000-211000	VOUCHERS PAYABLE	18.00	
					699.33	699.33
03/03/2021	CD	GREAT WEST RETIREMENT SERVICES	Check: GEN 287(E)			
AP Trx #: 72040						
		Check: GEN 287	100-0000-111000	TREASURERS CASH @ CITIZI		600.00
		Check: GEN 287	100-0000-211000	VOUCHERS PAYABLE	600.00	
		Check: GEN 287	150-0000-111000	TREASURERS CASH @ CITIZI		246.18
		Check: GEN 287	150-0000-211000	VOUCHERS PAYABLE	246.18	
		Check: GEN 287	610-0000-111000	TREASURERS CASH @ CITIZI		100.00
		Check: GEN 287	610-0000-211000	VOUCHERS PAYABLE	100.00	
		Check: GEN 287	620-0000-111000	TREASURERS CASH @ CITIZI		100.00
		Check: GEN 287	620-0000-211000	VOUCHERS PAYABLE	100.00	
					1,046.18	1,046.18
					1,745.51	1,745.51
TOTALS:						
		TREASURERS CASH @ CITIZENS	100-0000-111000			945.34
		VOUCHERS PAYABLE	100-0000-211000		945.34	
		TREASURERS CASH @ CITIZENS	150-0000-111000			465.18
		VOUCHERS PAYABLE	150-0000-211000		465.18	
		TREASURERS CASH @ CITIZENS	440-0000-111000			98.99
		VOUCHERS PAYABLE	440-0000-211000		98.99	
		TREASURERS CASH @ CITIZENS	610-0000-111000			118.00
		VOUCHERS PAYABLE	610-0000-211000		118.00	
		TREASURERS CASH @ CITIZENS	620-0000-111000			118.00
		VOUCHERS PAYABLE	620-0000-211000		118.00	
		GRAND TOTAL:			1,745.51	1,745.51

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CHECK JOURNAL REPORT FOR MUKWONAGO
CHECK: 31495 (1 CHECK)

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Post Date	Journal	Description	GL Number	GL Description	DR Amount	CR Amount
03/03/2021	CD	VANTAGEPOINT TRANSFER AGENTS	Check: GEN 31495			
AP Trx #: 72038		Check: GEN 31495	100-0000-111000	TREASURERS CASH @ CITIZI		3,318.94
		Check: GEN 31495	100-0000-211000	VOUCHERS PAYABLE	3,318.94	
		Check: GEN 31495	440-0000-111000	TREASURERS CASH @ CITIZI		399.93
		Check: GEN 31495	440-0000-211000	VOUCHERS PAYABLE	399.93	
		Check: GEN 31495	610-0000-111000	TREASURERS CASH @ CITIZI		247.74
		Check: GEN 31495	610-0000-211000	VOUCHERS PAYABLE	247.74	
		Check: GEN 31495	620-0000-111000	TREASURERS CASH @ CITIZI		264.30
		Check: GEN 31495	620-0000-211000	VOUCHERS PAYABLE	264.30	
					<u>4,230.91</u>	<u>4,230.91</u>
					4,230.91	4,230.91
TOTALS:		TREASURERS CASH @ CITIZENS	100-0000-111000			3,318.94
		VOUCHERS PAYABLE	100-0000-211000		3,318.94	
		TREASURERS CASH @ CITIZENS	440-0000-111000			399.93
		VOUCHERS PAYABLE	440-0000-211000		399.93	
		TREASURERS CASH @ CITIZENS	610-0000-111000			247.74
		VOUCHERS PAYABLE	610-0000-211000		247.74	
		TREASURERS CASH @ CITIZENS	620-0000-111000			264.30
		VOUCHERS PAYABLE	620-0000-211000		264.30	
GRAND TOTAL:					<u>4,230.91</u>	<u>4,230.91</u>

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/09/2021	GEN	288 (E)	INVOICE CLOUD	INVOICE CLOUD MONTHLY FEES -	100-5142-539900	12.05
		288 (E)		INVOICE CLOUD MONTHLY FEES -	100-5241-539900	45.54
		288 (E)		INVOICE CLOUD MONTHLY FEES -	410-5363-539900	32.05
		288 (E)		INVOICE CLOUD MONTHLY FEES -	610-6902-690300	32.06
		288 (E)		INVOICE CLOUD MONTHLY FEES -	620-8300-840000	32.05
						153.75
TOTAL - ALL FUNDS				TOTAL OF 1 CHECKS		153.75

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
CHECK DATE FROM 03/10/2021 - 03/10/2021

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/10/2021	GEN	31549	PRIMADATA	POSTAGE ESCROW	610-6902-690300	750.00
		31549		POSTAGE ESCROW	620-8300-840000	750.00
						1,500.00
03/10/2021	GEN	31550	WI DEPT OF TRANSPORTATION	CLOSEOUT INVOICE FOR EMERGENCY VEHICLE PREEMPTION INSTALLATION AT	100-5212-521900	115.86
		31550		EVP HWY83 AND HWY NN	150-5700-580600	114.28
		31550		PERMIT FOR HWY 83 STRIPING	250-5700-586500	487.62
						717.76
			TOTAL - ALL FUNDS	TOTAL OF 2 CHECKS		2,217.76

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/16/2021	GEN	289 (E)	HASLER MAILING SOLUTIONS	POSTAGE	100-5142-531500	1,500.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		1,500.00

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/16/2021	GEN	31568	ROTE OIL	COURT FINES AND FEES	100-0000-233000	100.00
03/16/2021	GEN	31569	TREASURER STATE OF WI	COURT FINES AND FEES	100-0000-242400	6,232.69
03/16/2021	GEN	31570	TREASURER WAUKESHA COUNTY	COURT FINES AND FEES	100-0000-243240	2,079.15
03/16/2021	GEN	31571	WALWORTH CTY TREASURER	COURT FINES AND FEES	100-0000-243250	10.00
			TOTAL - ALL FUNDS	TOTAL OF 4 CHECKS		8,421.84

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CHECK DISBURSEMENT REPORT FOR MUKWONAGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2021	GEN	290 (E)	B2E SOLUTIONS	PAYROLL FEES PR 03/19/21	100-5111-539900	23.39
		290 (E)		PAYROLL FEES PR 03/19/21	100-5120-539900	6.68
		290 (E)		PAYROLL FEES PR 03/19/21	100-5141-539900	58.44
		290 (E)		PAYROLL FEES PR 03/19/21	100-5142-539900	20.70
		290 (E)		PAYROLL FEES PR 03/19/21	100-5211-539900	127.87
		290 (E)		PAYROLL FEES PR 03/19/21	100-5212-539900	110.19
		290 (E)		PAYROLL FEES PR 03/19/21	100-5213-521900	20.70
		290 (E)		PAYROLL FEES PR 03/19/21	100-5241-539900	20.70
		290 (E)		PAYROLL FEES PR 03/19/21	100-5300-539900	86.15
		290 (E)		PAYROLL FEES PR 03/19/21	100-5632-539900	10.35
		290 (E)		PAYROLL FEES PR 03/19/21	100-5670-521900	3.34
		290 (E)		PAYROLL FEES PR 03/19/21	150-5221-539900	179.38
		290 (E)		PAYROLL FEES PR 03/19/21	440-5511-539900	133.25
		290 (E)		PAYROLL FEES PR 03/19/21	610-6902-690300	41.41
		290 (E)		PAYROLL FEES PR 03/19/21	620-8400-851000	34.39
						876.94
03/17/2021	GEN	291 (E)	DELTA DENTAL OF WISCONSIN	APRIL 2021 VISION PREMIUMS	100-0000-215303	62.04
		291 (E)		APRIL 2021 VISION PREMIUMS	440-0000-215303	24.32
						86.36
03/17/2021	GEN	292 (E)	DELTA DENTAL OF WISCONSIN	APRIL 2021 DENTAL PREMIUMS	100-0000-215304	270.70
		292 (E)		APRIL 2021 DENTAL PREMIUMS	440-0000-215304	26.10
						296.80
03/17/2021	GEN	293 (E)	EMPLOYEE TRUST FUNDS	APRIL 2021 PREM HEALTH INSURANCE	100-0000-215300	54,666.13
		293 (E)		APRIL 2021 PREM HEALTH INSURANCE	150-0000-215300	7,008.49
		293 (E)		APRIL 2021 PREM HEALTH INSURANCE	440-0000-215300	7,177.62
		293 (E)		APRIL 2021 PREM HEALTH INSURANCE	610-0000-215300	3,010.21
		293 (E)		APRIL 2021 PREM HEALTH INSURANCE	620-0000-215300	4,990.95
						76,853.40
03/17/2021	GEN	294 (E)	GREAT WEST RETIREMENT SERVICES	RETIREMENT PR 031921	100-0000-215250	600.00
		294 (E)		RETIREMENT PR 031921	150-0000-215250	291.75
		294 (E)		RETIREMENT PR 031921	610-0000-215250	100.00

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
		294 (E)		RETIREMENT PR 031921	620-0000-215250	100.00
						1,091.75
03/17/2021	GEN	295 (E)	WI RETIREMENT SYSTEM	WISCONSIN RETIREMENT CONTRIBUTIONS - 100-0000-215200 FEB 2021		31,876.59
		295 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS - 150-0000-215200		9,340.96
		295 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS - 440-0000-215200		5,371.00
		295 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS - 610-0000-215200		1,914.73
		295 (E)		WISCONSIN RETIREMENT CONTRIBUTIONS - 620-0000-215200		2,386.93
						50,890.21
			TOTAL - ALL FUNDS	TOTAL OF 6 CHECKS		130,095.46

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2021	GEN	31572	AFLAC	ACCOUNT# V1553 MARCH PREMS	100-0000-215302	261.71
		31572		ACCOUNT# V1553 MARCH PREMS	150-0000-215302	253.54
		31572		ACCOUNT# V1553 MARCH PREMS	610-0000-215302	50.75
		31572		ACCOUNT# V1553 MARCH PREMS	620-0000-215302	50.75
						616.75
03/17/2021	GEN	31573	MINNESOTA LIFE INSURANCE	APRIL 2021 PREM LIFE INSURANCE	100-0000-215301	1,292.30
		31573		APRIL 2021 PREM LIFE INSURANCE	150-0000-215301	108.59
		31573		APRIL 2021 PREM LIFE INSURANCE	440-0000-215301	196.58
		31573		APRIL 2021 PREM LIFE INSURANCE	610-0000-215301	70.52
		31573		APRIL 2021 PREM LIFE INSURANCE	620-0000-215301	70.78
						1,738.77
03/17/2021	GEN	31574	MUKWONAGO PROFESSIONAL	MARCH 2021 FIRE UNION DUES	150-0000-215500	225.00
03/17/2021	GEN	31575	MUKWONAGO PROFESSIONAL POLICE	MARCH 2021 POLICE UNION DUES	100-0000-215500	550.00
03/17/2021	GEN	31576	SECURIAN FINANCIAL GROUP INC	MARCH 2021 ACCIDENT INS	100-0000-215305	21.28
03/17/2021	GEN	31577	VANTAGEPOINT TRANSFER AGENTS	RETIREMENT PR 3/19/21 ACCT 305155	100-0000-215250	3,155.72
		31577		RETIREMENT PR 3/19/21 ACCT 305155	150-0000-215250	4.48
		31577		RETIREMENT PR 3/19/21 ACCT 305155	440-0000-215250	405.45
		31577		RETIREMENT PR 3/19/21 ACCT 305155	610-0000-215250	279.19
		31577		RETIREMENT PR 3/19/21 ACCT 305155	620-0000-215250	243.42
						4,088.26
03/17/2021	GEN	31578	VILLAGE OF MUKWONAGO MRA	MARCH 2021 FSA	100-0000-215350	2,207.86
		31578		MARCH 2021 FSA	150-0000-215350	326.96
		31578		MARCH 2021 FSA	610-0000-215350	25.00
		31578		MARCH 2021 FSA	620-0000-215350	25.00
						2,584.82
TOTAL - ALL FUNDS				TOTAL OF 7 CHECKS		9,824.88

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/23/2021	GEN	31651	FRANKLIN MUNICIPAL COURT	ANGEL E SALAZAR M/W DOB11/2/94	100-0000-233200	376.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		376.00

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/25/2021	GEN	31652	WOLTER POWER SYSTEMS	REPAIR BUILDING GENERATOR - FROZEN OIL PAN HOSE CAUSING OIL LEAK	100-5211-539400	912.50
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		912.50

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/26/2021	GEN	296 (E)	TASC	FLEX 4/01/21 - 6/30/21	100-5142-539900	126.42
		296 (E)		FLEX 4/01/21 - 6/30/21	100-5211-539900	216.72
		296 (E)		FLEX 4/01/21 - 6/30/21	100-5212-539900	198.66
		296 (E)		FLEX 4/01/21 - 6/30/21	100-5241-539900	36.12
		296 (E)		FLEX 4/01/21 - 6/30/21	100-5323-531100	180.60
		296 (E)		FLEX 4/01/21 - 6/30/21	100-5632-539900	36.12
		296 (E)		FLEX 4/01/21 - 6/30/21	150-5221-539900	126.42
		296 (E)		FLEX 4/01/21 - 6/30/21	440-5511-539900	108.36
		296 (E)		FLEX 4/01/21 - 6/30/21	610-6902-690300	54.18
		296 (E)		FLEX 4/01/21 - 6/30/21	620-8300-840000	72.24
						1,155.84
03/26/2021	GEN	297 (E)	TASC	HRA 4/01/21-6/30/21	100-5142-539900	24.38
		297 (E)		HRA 4/01/21-6/30/21	100-5211-539900	56.87
		297 (E)		HRA 4/01/21-6/30/21	100-5212-539900	65.01
		297 (E)		HRA 4/01/21-6/30/21	100-5241-539900	8.13
		297 (E)		HRA 4/01/21-6/30/21	100-5323-531100	8.13
		297 (E)		HRA 4/01/21-6/30/21	150-5221-539900	24.38
		297 (E)		HRA 4/01/21-6/30/21	440-5511-539900	32.50
		297 (E)		HRA 4/01/21-6/30/21	610-6902-690300	8.13
		297 (E)		HRA 4/01/21-6/30/21	620-8300-840000	16.25
						243.78
03/26/2021	GEN	298 (E)	WI DEPT OF REVENUE	2021 ANNUAL ADMINISTRATIVE FEE	220-5140-539900	150.00
		298 (E)		2021 ANNUAL ADMINISTRATIVE FEE	240-5140-539900	150.00
		298 (E)		2021 ANNUAL ADMINISTRATIVE FEE	250-5140-539900	150.00
						450.00
TOTAL - ALL FUNDS				TOTAL OF 3 CHECKS		1,849.62

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/26/2021	GEN	31653	WALWORTH CTY TREASURER	COUNTY LOTTERY CREDIT FOR SETTLEMENT TO VARIOUS TAXING JURISDICTIONS	720-0000-121000	7,587.00
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		7,587.00



Agenda Item Cover Report

Date: 3/11/21	Committee/Board: Finance Committee
Submitted by: Diana Dykstra	Department: Village Clerk-Treasurer
Date of Committee Action: 4/7/21	Date of Village Board Action: 4/21/21

Subject:
Resolution to Support Strong State & Local Partnership

Executive Summary:

The League Lobby Corp has issued a request to members asking for support to end the declining shared revenue with municipalities. As you can see from the chart, shared revenues with local units of government have been declining rapidly since 2001.

The Resolution drafted here is a request from the Village to maintain our funding levels during the budget process, and if approved, I will send this on to our area legislators.

Fiscal Impact:

N/A

Executive Recommendation/Action:

Recommend Approval of Resolution 2021-16

☒ **Attachments Included**

**VILLAGE OF MUKWONAGO
WAUKESHA/WALWORTH COUNTIES**

RESOLUTION NO. 2021-16

**Support for a Strong State & Local Partnership
Shared Revenue Funds Critical Services**

Whereas, for over ninety years the state shared revenue program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

Whereas, over the last 20 years shared revenue funding for municipalities has been cut by \$94 million; and

Whereas, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

Whereas, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

Whereas, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

Whereas, the state should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

Now, Therefore, Be It Resolved, that the Village of Mukwonago, calls on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Clerk to send a copy of this resolution to the state legislators representing the Village of Mukwonago, to Governor Tony Evers, and to the League of Wisconsin Municipalities.

Adopted this 21th day of April, 2021.

APPROVED:

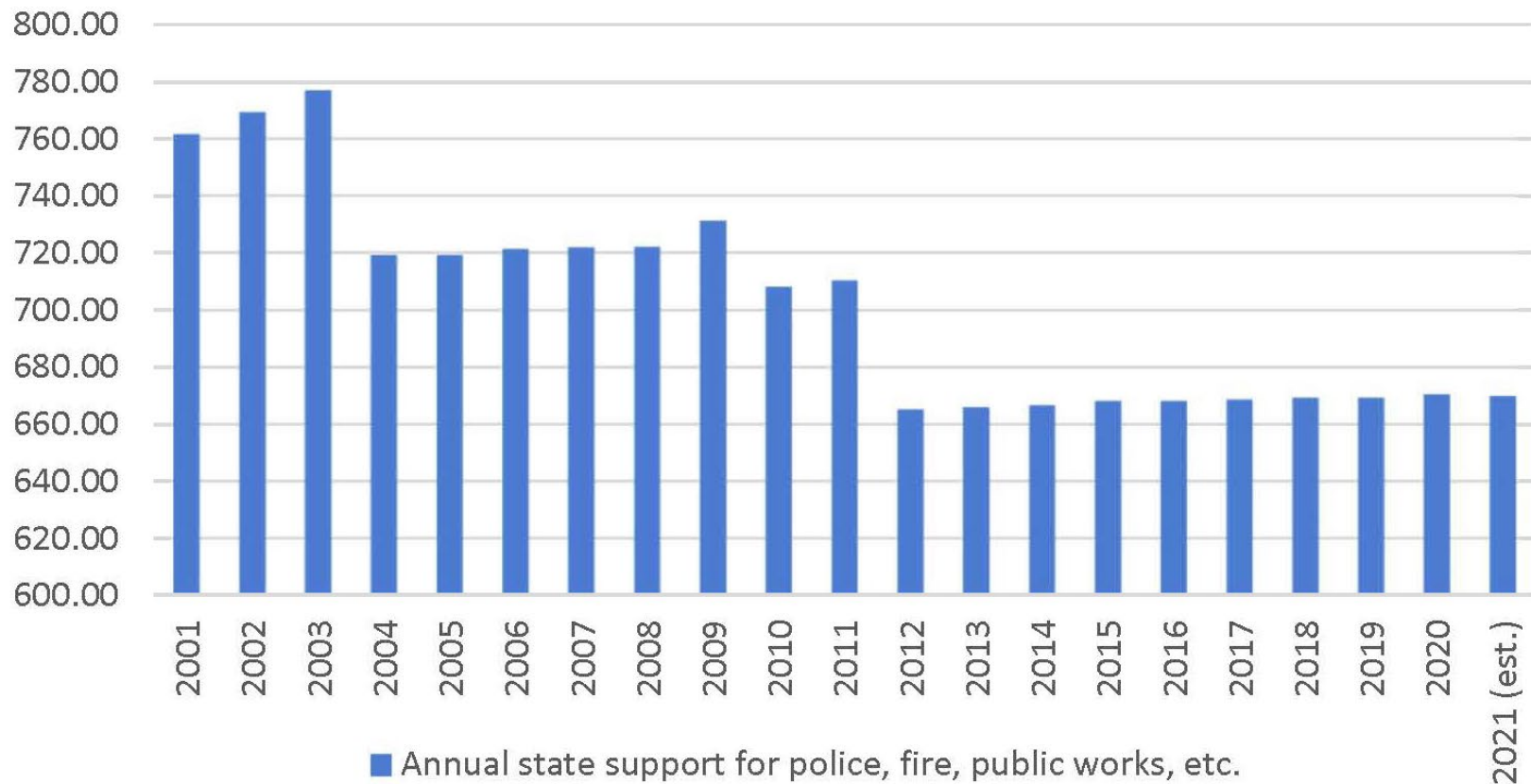
Attestation:

Fred Winchowky, Village President

Diana Dykstra, Village Clerk

Declining Shared Revenues

(In Millions)



Source: Legislative Fiscal Bureau, 2019-2021 Budget Summary
https://docs.legis.wisconsin.gov/misc/lfb/budget/2019_21_biennial_budget/



Agenda Item Cover Report

Date: 3/19/21	Committee/Board: Health & Rec Committee
Submitted by: Ron Bittner	Department: Public Works
Date of Committee Action: 4/7/21	Date of Village Board Action: N/A

Subject:

2020 Annual Report Recycling Program Accomplishments

Executive Summary:

The Wisconsin Department of Natural Resources requires annual reporting for Responsible Unit Municipalities. Required information includes a breakdown for the 747 TONS of material collected and recycled.

The State requires a per capita collection standard 107 pounds of recycled material. Village residents average 185.4 pounds of recycled material per capita.

Fiscal Impact:

N/A

Executive Recommendation/Action:

N/A - For Information Only

 **Attachments Included**

THE VILLAGE OF MUKWONAGO

Fourth Quarter 2020 Recycling Report

Single Stream, Tons	Year Total	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Mixed Paper	335.3	76.9	92.0	85.2	81.2
Cardboard	144.7	33.2	39.7	36.8	35.0
Glass	175.6	40.3	48.2	44.6	42.5
#1 Plastic	31.7	7.3	8.7	8.1	7.7
#2 Natural HDPE	9.4	2.2	2.6	2.4	2.3
#2 Colored HDPE	10.5	2.4	2.9	2.7	2.5
#3-7 Plastic	8.6	2.0	2.4	2.2	2.1
Rigid Plastic	3.7	0.9	1.0	0.9	0.9
Tin Cans	20.6	4.7	5.7	5.2	5.0
Al Cans	6.7	1.5	1.8	1.7	1.6
Single Stream Total	747	171	205	190	181

Recycled Bulk, Tons	Year Total	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Antifreeze	0.06	0.01	0.02	0.02	0.02
Appliances	3.35	1.09	1.30	0.84	0.12
Batteries	0.48	0.01	0.13	0.09	0.25
Cardboard	3.59	1.44	0.74	1.03	0.39
Metal	5.06	2.04	1.43	1.20	0.38
Oil	1.71	0.20	0.42	0.69	0.39
Tires	7.13	1.43	1.62	2.67	1.40
Recycled Bulk Total	21.36	6.21	5.66	6.54	2.95

Total Recyclables	768	178	211	196	184
Total Garbage**	2691	593	746	694	658

**Total garbage weight includes weekly garbage and residual garbage removed from recyclables.

Population 8057 *Year to date pounds per capita recycled. WI DNR requires 107 pounds per year.* **185.4**

Yard Waste	Year Total	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
	120.9	0.0	50.1	15.4	55.3

Recycling Compliance	Year Total	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Warning Tags	7	0	7	0	0
Written Warnings	2	0	2	0	0

Report completed by:
 Johns Disposal Service, Inc.
 PO Box 329
 Whitewater, WI 53190
 (262) 473-4700



Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO PARK FACILITIES RENTAL APPLICATION

FIELD PARK

June 12-13

July 17-18

Event Date: August 21-22

September 11-12

Date Submitted: March 3rd 2021

Complete, accurate and specific information must be entered. Please Print.

GUIDELINES

This form must be completely in its entirety and submitted to the Village of Mukwonago Clerk's Office, 440 River Crest Court, Mukwonago, WI, 53149, for approval. A signed copy authorizing the use of the Park Facility will be returned to the requesting party. Fees and the park form must be on file **two (2) months** prior to the event. "Residents" include Village of Mukwonago residents.

Mail completed applications to: Village Clerk-Treasurer's Office
ATTN: Field Park Usage
440 River Crest Ct
Mukwonago, WI 53149
Email to: lgourdoux@villageofmukwonago.com

FEES (check all that apply)

- | | | |
|---|----------------------------|----------|
| ☐ Field Park Pavilion A Resident (Main Pavilion) – 1-49 people | \$100.00 per day | \$ _____ |
| ☐ Field Park Pavilion A Resident (Main Pavilion) – 50-100 people | \$150.00 per day | \$ _____ |
| ☐ Field Park Pavilion A Resident (Main Pavilion) – more than 100 people | \$175.00 per day | \$ _____ |
| ☐ Field Park Pavilion B Resident (Ball Diamond Pavilion) | \$75.00 per day | \$ _____ |
| ☐ Field Park Pavilion C Resident (Playground Pavilion) | \$75.00 per day | \$ _____ |
| ☐ Field Park Baseball Field Reservation (for non-athletic organizations) | \$25.00 per day | \$ _____ |
| ☐ Field Park Baseball Field Lights | \$40.00 per day | \$ _____ |
| ☒ Entire Park Resident | 8 X \$200.00 per day | \$ 1,600 |
| ☒ Electricity and Coordination (Pavilions B or C) | 8 X \$15.00 per day | \$ 80 |
| ☐ Non-Resident Fee | Additional \$25.00 per day | \$ _____ |

Fee Total \$ 1,680 -

DEPOSIT (check all that apply)

- | | | |
|---|----------|----------|
| ☐ Field Park Pavilion A and/or entire park Deposit | \$200.00 | \$ _____ |
| ☐ Field Park Pavilion B and C Deposit | \$100.00 | \$ _____ |
| ☐ Key Deposit | \$25.00 | \$ _____ |

Deposit Total \$ _____

APPLICANT INFORMATION

Name: Timothy J Flury
Address: 172 Burr Oak Street City: Palmyra State: WI Zip: 53156
Daytime Phone: 262-894-6492 Fax: —
E-Mail: timflury@charter.net

ORGANIZATION INFORMATION

Name of Organization: American Legion Post #375
Mailing Address: 627 E. VETERAN'S WAY City: Mukwonago State: WI Zip: 53149
Phone Number: 262-363-3580 Is the organization a 501(c)3 organization?: ☒ YES ☐ NO
Website Address: www.Post375.org

RENTAL INFORMATION

Date(s) of the Event: JUNE 12-13, July 17-18 August 21-22 September 11-12
Estimated # of Participants: 4,000
NOTE: (If there are 150 people or more, a special event permit will be required under separate application):
Event Start Time: 0700 Event End Time: 1700

A. Generally, describe your event and its purpose.

MAXWELL STREET DAYS Flea Market

B. Please provide your COVID-19 Action Plan

C. Will you be serving alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses may be necessary under separate application.* ☒ YES ☐ NO

D. Does your event involve amplified music?

If yes, will the amplified music be a: ☐ Band ☐ DJ ☐ Other

Hours of amplified music: _____

E. If you will be using the baseball field lights, what are the times needed?

F. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. There may be a separate fee for tent inspection.* ☐ YES ☒ NO

G. Please describe your dumpster/clean-up plan.

3ea 30yd Roll off Dumpsters
Scout Troop #363 To Clean Park Sundays After Closing
Post #375 To Distribute Approx 50ea 55g Trash Barrels
Throughout The Grounds

H. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?

Picnic TABLE Placement ON WEST side OF Pavilion,
North Side OF Pavilion And ON South HALF under/IN
Pavilion structure

INSURANCE REQUIREMENTS

The Applicant will provide evidence of liability insurance in a form acceptable to the Village Attorney, with limits of not less than \$1 Million per occurrence and \$2 Million in the aggregate, which coverage names the Village of Mukwonago, its officers, agents, employees and contractors as Additional Insured on a primary and non-contributory basis. Evidence of this coverage must be provided by a Policy Endorsement received by the Village not less than 20 days prior to the event. A Certificate of Insurance must evidence this coverage throughout the duration of the event. Applicant further agrees to indemnify and hold harmless the Village of Mukwonago, its officers, agents, employees, contractors and assigns, as and against any and all claims, demands, actions and causes of action, including actual attorney fees, arising from the Applicant's use of Village property and the issuance of this Permit.

Are you able to provide these insurance documents, if required?: ☒ YES ☐ NO

DEPOSIT REQUIREMENTS

The applicant is required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit (amount listed above) each scheduled day of the event (or portion thereof) two months prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

TERMINATION OF AN EVENT

The Village reserves the right to shut down an event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved park facilities use permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.


Signature - Applicant
Timothy J. Flory
Print Name

 March 3rd, 2021
Date

FOR OFFICE USE ONLY			
Date Fees/Deposit Paid	Receipt #	Date Deposit Returned	Permit #
Key # Issued	Date Key Issued	Key # Returned	Date Key Issued
Application forwarded to: ☐ Administrator ☐ Building Inspection ☐ Fire Department ☐ Police Department ☐ Public Works Department ☐ Clerk ☐ Utilities - Sewer or Water			

Special Event Permit Application : Entry # 1251

Date Submitted

03/02/2021

\$160.-

Organization Information

Organization Name

American Legion Post #375

Address

627 E Veteran's Way
Mukwonago, Wisconsin 53149
United States
[Map It](#)

Phone

(262) 363-3580

Is the organization a 501(c)3 organization?

Yes

Event Contact Person

timothy flury

Address

172 Burr Oak Street
Palmyra, Wisconsin 53156
United States
[Map It](#)

Home Phone

(262) 894-6492

Work Phone

(262) 544-4444

Cell Phone

(262) 894-6492

Email

timflury@charter.net

Event Information

Name of the Event

Special Event Permit Application : Entry # 1251

Maxwell Street Days Flea Market

Event Start Date

06/12/2021

Event End Date

09/12/2021

Start Time

07:00 am

End Time

05:00 pm

Localiton of Event

Field Park

Will your event take place in a residential neighborhood?

Yes

Generally describe your event and it's purpose.

Flea Market and Community Event.

Based on the class definitions found in the manual, what class is your event?

Class I

Estimated Number of Participants

4000

Estimated Number of Spectators

5000

Estimated Number of Vendors

200

Is there an outdoor bar that will serve alcohol?

Yes

Please list the number of Village of Mukwonago licensed bartenders that will be on site:

4

Will you be selling/serving food?

Special Event Permit Application : Entry # 1251

Yes

Will your event need electricity?

Yes

Will you be setting up any lighting?

No

Will your event require any fencing?

No

Does your event involve fireworks?

No

Does your event involve amplified music?

No

Please list the number of security staff you will be providing for the event:

4

Will you need barricades provided by the Village for your event?

No

Will you be erecting any tents, canopies, or other temporary structure(s)?

No

Will you be providing portable restrooms and wash stations?

Yes

Will you provide parking for your participants?

No

Will you provide dumpster/clean-up services?

Yes

What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?

Locating Picnic tables to the west side of the pavilion, inside the south end of the pavilion, and outside the north end of the pavilion.

Have you reviewed and do you have a copy of the Village of Mukwonago Special Events Manual and the Village of Mukwonago Ordinance?

Yes

Special Event Permit Application : Entry # 1251

Insurance Requirements

Are you able to provide these insurance documents, if required?

Yes

Procedural Checklist for Special Event Permit Review and Approval

Completed application form including the procedural checklist.

Application fee calculated?

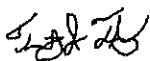
Plan of operation/proposal.

Overview of the site to be used for the event (layout of the event site).

Any additional information as determined by Village staff.

Certification

Signature - Applicant



Name

timothy flury

Title

Chairman, Maxwell Street Days

Date

03/02/2021

Signature - Applicant



Order

Special Event Permit Application : Entry # 1251

Product	Qty	Unit Price	Price
Class I Event (Includes alcohol and/or amplified music)	1	\$20.00	\$20.00
Temporary Class B (Picnic) Beer and/or Wine License	4	\$10.00	\$40.00
			Total \$60.00

Notes



Admin Notification (ID: 5af9b71335d07)

added March 2, 2021 at 4:49 pm

WordPress successfully passed the notification email to the sending server.



Applicant (ID: 5b4bb4d1a43e7)

added March 2, 2021 at 4:49 pm

WordPress successfully passed the notification email to the sending server.



Parks (ID: 5b85868834fbf)

added March 2, 2021 at 4:49 pm

WordPress successfully passed the notification email to the sending server.

Mukwonago Community Post #375 American Legion

PO Box 152, Mukwonago, WI 53149

Maxwell Street Days Flea Market – June 12-13, July 17-18, August 21-22, September 11-12 (8am-5pm)

Plan of Operation

To facilitate an agreement between the Village of Mukwonago and the American Legion Community Post 375, the following plan is agreed upon for our mutual benefit.

Maxwell Street Days Plan of Operation (All Days)

- North gate to be closed to pedestrian traffic during hours of operation, all other entrances open, for the purpose of added safety
- Flea Market to be held on the grounds of Field Park (less Baseball diamond)
- Flea Market Managers on premise during operating hours
- Setup, Friday prior; cleanup, Monday following
- Expecting upward of 4,400 individuals, this number includes vendors, customers, volunteer support staff, and law enforcement
- Please note "Special Events"- Special event permits have been previously submitted
- Electricity provided
- DPW:
 1. Provide access to Picnic tables, Legion volunteers will place to incorporate social distancing
 2. Barricades may be needed at north entrance (coordinate with Police Department as needed)
 3. Trash cans placed throughout grounds and emptied as needed

We will incorporate and direct vendors with the following enhanced safety information:

1. Disposable beer cups will be single use only and pitchers will not be used
2. Food vendors will be recommended to limit sampling and discouraged from using communal receptacle
3. Picnic tables will be placed in a manner to promote social distancing
4. Food vendors will be recommended to have hand sanitizer available for customers
5. Food vendors will be recommended to wash hands, or use hand sanitizer, at regular intervals
6. Vendors will be free to wear masks if they choose to do so
7. All patrons will be advised to be respectful toward fellow customers
8. High touch surfaces in common areas, specifically lavatories, to be sanitized on a periodic basis by volunteers using sanitizing sprayer recently purchased by Post #375
9. To discourage congregating, no band will be hired to perform (particularly in June)

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.

Application Date: 3-4-2021

☐ Town ☒ Village ☐ City of Mukwonago County of Waukesha

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 6-12-21 and ending 6-13-21 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☒ Veteran's Organization ☐ Fair Association

(a) Name American Legion Post #375

(b) Address 627 E. VETERAN'S WAY, Mukwonago WI 53149
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 3/2021

(d) If corporation, give date of incorporation 1935

(e) Names and addresses of all officers:

President Donald Aldrich

Vice President Timothy J. Flory

Secretary Jeffrey Antczak

Treasurer Harold Casper

(f) Name and address of manager or person in charge of affair: Timothy J. Flory
172 Burr Oak St Palmyra, WI 53156

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Hwy NN + Hwy 83

(b) Lot Field Park Block

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Field Park

3. NAME OF EVENT

(a) List name of the event Maxwell Street Days Flea Market

(b) Dates of event

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 3-4-21
(Signature/date)

Officer [Signature] 3-6-21
(Signature/date)

Date Filed with Clerk 3-16-21 Receipt
52707

Date Granted by Council

American Legion Post #375
(Name of Organization)

Officer
(Signature/date)

Officer
(Signature/date)

Date Reported to Council or Board

License No.

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 3-4-2021

☐ Town ☒ Village ☐ City of Mukwonago County of Waukesha

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 7-17-21 and ending 7-18-21 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☒ Veteran's Organization ☐ Fair Association

- (a) Name American Legion Post #375
(b) Address 627 E. Veterans Way, Mukwonago WI 53149
(Street) ☐ Town ☒ Village ☐ City
(c) Date organized 3/2021
(d) If corporation, give date of incorporation 1935
(e) Names and addresses of all officers:
President Donald Aldrich
Vice President Timothy J. Flory
Secretary Jeffrey Antczak
Treasurer Harold Casper
(f) Name and address of manager or person in charge of affair: Timothy J. Flory
172 Burr Oak St Palmyra, WI 53156

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

- (a) Street number Hwy NN + Hwy 83
(b) Lot Field Park Block _____
(c) Do premises occupy all or part of building? All
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Field Park

3. NAME OF EVENT

- (a) List name of the event Maxwell Street Days Flea Market
(b) Dates of event _____

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 3-4-21
(Signature/date)

Officer [Signature] 3-6-21
(Signature/date)

Date Filed with Clerk 3-16-21 52707

Date Granted by Council _____

American Legion Post #375
(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 3-4-2021

☐ Town ☒ Village ☐ City of Mukwonago County of Waukesha

The named organization applies for: (check appropriate box(es).)

- ☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 8-21-21 and ending 8-22-21 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☒ Veteran's Organization ☐ Fair Association

- (a) Name American Legion Post #375
(b) Address 627 E. VETERAN'S WAY, Mukwonago WI 53149
(Street) ☐ Town ☒ Village ☐ City
(c) Date organized 3/2021
(d) If corporation, give date of incorporation 1935
(e) Names and addresses of all officers:
President Donald Aldrich
Vice President Timothy J. Flury
Secretary Jeffrey Antczak
Treasurer Harold Casper
(f) Name and address of manager or person in charge of affair: Timothy J. Flury
172 Burr Oak St. Palmyra, WI 53156

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

- (a) Street number Hwy NN + Hwy 83
(b) Lot Field Park Block _____
(c) Do premises occupy all or part of building? All
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Field Park

3. NAME OF EVENT

- (a) List name of the event Maxwell Street Days FLEA MARKET
(b) Dates of event _____

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 3-4-21 American Legion Post #375
(Signature/date) (Name of Organization)

Officer Harold Casper 3-6-21
(Signature/date)

Date Filed with Clerk 3-16-21 Receipt 52707
Date Reported to Council or Board _____

Date Granted by Council _____ License No. _____

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10

Application Date: 3-4-2021

☐ Town ☒ Village ☐ City of Mukwonago County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 9-11-21 and ending 9-12-21 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☐ Bona fide Club ☐ Church ☐ Lodge/Society ☒ Veteran's Organization ☐ Fair Association

(a) Name American Legion Post #375

(b) Address 627 E. Veteran's Way, Mukwonago, WI 53149
(Street) ☐ Town ☒ Village ☐ City

(c) Date organized 3/2021

(d) If corporation, give date of incorporation 1935

(e) Names and addresses of all officers:

President Donald Aldrich

Vice President Timothy J. Flory

Secretary Jeffrey Antczak

Treasurer Harold Casper

(f) Name and address of manager or person in charge of affair: Timothy J. Flory
172 Burr Oak St Palmyra, WI 53156

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Hwy NN + Hwy 83

(b) Lot Field Park Block _____

(c) Do premises occupy all or part of building? All

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Field Park

3. NAME OF EVENT

(a) List name of the event Maxwell Street Days Flea Market

(b) Dates of event _____

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer [Signature] 3-4-21 American Legion Post #375
(Signature/date) (Name of Organization)

Officer _____
(Signature/date)

Officer [Signature] 3-6-21
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 3-16-21 Receipt 52707

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149
Phone: (262) 363-6420
Fax: (262) 363-6425
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO

PARK FACILITIES RENTAL APPLICATION

FIELD PARK

6/17 - 20

Date Submitted: 1/13/2021

Complete, accurate and specific information must be entered. Please Print.

GUIDELINES

This form must be completely in its entirety and submitted to the Village of Mukwonago Clerk's Office, 440 River Crest Court, Mukwonago, WI, 53149, for approval. A signed copy authorizing the use of the Park Facility will be returned to the requesting party. Fees and the park form must be on file **two (2) months** prior to the event. "Residents" include Village of Mukwonago residents.

Mail completed applications to: Village Clerk-Treasurer's Office
ATTN: Field Park Usage
440 River Crest Ct
Mukwonago, WI 53149
Email to: lgourdoux@villageofmukwonago.com

FEES (check all that apply)

☐ Field Park Pavilion A Resident (Main Pavilion) – 1-49 people	\$100.00 per day	\$ _____
☐ Field Park Pavilion A Resident (Main Pavilion) – 50-100 people	\$150.00 per day	\$ _____
☐ Field Park Pavilion A Resident (Main Pavilion) – more than 100 people	\$175.00 per day	\$ _____
☐ Field Park Pavilion B Resident (Ball Diamond Pavilion)	\$75.00 per day	\$ _____
☐ Field Park Pavilion C Resident (Playground Pavilion)	\$75.00 per day	\$ _____
☐ Field Park Baseball Field Reservation (for non-athletic organizations)	\$25.00 per day	\$ _____
☐ Field Park Baseball Field Lights	\$40.00 per day	\$ _____
☐ Entire Park Resident	\$200.00 per day	\$ _____
☐ Electricity and Coordination (Pavilions B or C)	\$15.00 per day	\$ _____
☐ Non-Resident Fee	Additional \$25.00 per day	\$ _____
Actual SPECIAL \$ 50.00/day Set-Up/take Down \$ 50.00		
Fee Total		\$ 250.

DEPOSIT (check all that apply)

☐ Field Park Pavilion A and/or entire park Deposit	\$200.00	\$ _____
☐ Field Park Pavilion B and C Deposit	\$100.00	\$ _____
☐ Key Deposit	\$25.00	\$ _____
Deposit Total		\$ _____

APPLICANT INFORMATION

Name: Albert Frankenstein, Treasurer
Address: 1253 Riverton Drive City: Mukwonago, WI State: WI Zip: 53149
Daytime Phone: 262-363-4380 Fax: _____
E-Mail: deerslay31@aol.com

ORGANIZATION INFORMATION

Name of Organization: Mukwonago Lions Foundation, Inc.
Mailing Address: P O Box 61 City: Mukwonago State: WI Zip: 531489
Phone Number: _____ Is the organization a 501(c)3 organization? ☒ YES ☐ NO
Website Address: www.e-clubhouse.org/sites/mukwonago/

RENTAL INFORMATION

Date(s) of the Event: June 18 - 20, 2021 June 17, 18, 19 20
Estimated # of Participants: 500 - 2000 daily Set up June 14, 15, 16
NOTE: (If there are 150 people or more, a special event permit will be required under separate application):
Event Start Time: Thursday 6:00 PM - 10:30 PM; Event End Time: Sunday 8:00 AM - 6:30 PM

A. Generally describe your event and its purpose.

Friday and Saturday 8:00 AM - 11:30 PM. Summerfeste set-up begins June 14 and clean-up ends June 21. Thursday - softball, beanbag, carnival, and DJ music; Friday - Father of The Year, softball, live music, carnival, and fireworks; Saturday - softball, horseshoe, petting zoo children activities, & carnival; Sunday - noon parade, softball, live music, car show, & carnival.

B. Will you be serving alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses may be necessary under separate application.* ☒ YES ☐ NO

C. Does your event involve amplified music?

If yes, will the amplified music be a: ☒ Band ☒ DJ ☐ Other

Hours of amplified music: Thurs 6:00-10:30, Fri & Sat 7:00-11:30, Sun 2:00-6:30

D. If you will be using the baseball field lights, what are the times needed?

E. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event. There may be a separate fee for tent inspection.* ☒ YES ☐ NO

F. Please describe your dumpster/clean-up plan.

The Lions utilize the Village of Mukwonago garbage cans and 60 from the American Legion Post.

The Lions provide 2 - 30 yard dumpsters for clean-up.

The Lions provide 21 porta-johns, 1 handicap porta-john, and 4 wash stations.

G. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?

The Village of Mukwonago provides additional picnic tables, Police Department protection,

Fire Department protection for the fireworks, police and reserves assistance for the parade, needed barricades, and various other needs.

INSURANCE REQUIREMENTS

The applicant will provide an indemnity bond if the event has 50-149 people per day. The applicant will obtain liability insurance for an event that includes alcohol or has 150 or more people per day. Proof of this insurance, with coverage no less than \$1,000,000 which names and endorses the Village, its officers, agents, employees, and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required?: ☒ YES ☐ NO

DEPOSIT REQUIREMENTS

The applicant is required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit (amount listed above) each scheduled day of the event (or portion thereof) two months prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

TERMINATION OF AN EVENT

The Village reserves the right to shut down an event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved park facilities use permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.



Signature - Applicant

01/13/2021

Date

Albert Frankenstein, Treasurer

Print Name

FOR OFFICE USE ONLY			
Date Fees/Deposit Paid	Receipt #	Date Deposit Returned	Permit #
Key # Issued	Date Key Issued	Key # Returned	Date Key Issued
Application forwarded to: ☐ Administrator ☐ Building Inspection ☐ Fire Department ☐ Police Department ☐ Public Works Department			

Village of Mukwonago
440 River Crest Court, P.O. Box 206
Mukwonago, WI 53149
Phone: (262) 363-6434
Fax: (262) 363-6438
www.villageofmukwonago.com

VILLAGE OF MUKWONAGO

SPECIAL EVENT PERMIT APPLICATION

Application Fee: See fee sheet

Application must be received a minimum of 90 days prior to the special event. Fees are non-refundable.

ORGANIZATION INFORMATION

Name of Organization: Mukwonago Lions Foundation, Inc.

Mailing Address: P O Box 61 City: Mukwonago State: WI Zip: 53149

Phone Number: _____ Is the organization a 501(c)3 organization?: ☒ YES ☐ NO

Website Address: www.e-clubhouse.org/sites/mukwonago/

Event Contact Person: Rich Schrank

Mailing Address: W315 S7447 Lakecrest Court City: Mukwonago State: WI Zip: 53149

Home Phone: 262-363-8839 Work Phone: _____ Cell Phone: 262-721-7763

Email Address: gschrank@wi.rr.com

EVENT INFORMATION

Name of the Event: Mukwonago Lions Summerfeste Date(s) of the Event: June 17, 18, 19, 20 2021

Event Start Time: Thursday 6:00 -10:30 PM; Friday 6:00 - 11:30 PM; Saturday 8:00 AM - 11:30 PM; Sunday 8:00 AM - 6:30 PM

Event End Time: _____

Location of the Event: Field Park, Mukwonago

- A. Will your event take place in a residential neighborhood? *If yes, you will be required to notify all adjacent property owners when the event will occur.* ☒ YES ☐ NO
- B. You MUST attach a detailed map/sketch of your event indicating the specific location, layout of your event, and the direction of the route, including all turns and the number of traffic lanes to be used.
- C. If you are using a Village park, you must reserve the park through the Village Clerk-Treasurer's Office prior to getting your special event permit approved by the Village Board. Call 262-363-6420, Option 4.
- D. Generally describe your event and its purpose.

- E. Based on the class definitions found in the manual, what class is your event? ☒ CLASS I ☐ CLASS II
- F. Estimated # of participants: 200 Spectators: 500 - 2000 daily Vendors: 2 food stands

OTHER INFORMATION

- A. Is there an outdoor bar that will serve alcohol? *If yes, temporary Class B beer and/or wine (picnic) and operator (bartender) licenses are necessary under separate application.* ☒ YES ☐ NO
- B. Please list the number of Village of Mukwonago licensed bartenders that will be on site: 3
- C. Will you be selling/serving food? *If yes, you will need to contact Waukesha County Health Department (262-896-8300) for proper permits.* ☐ YES ☒ NO
- D. Will your event need electricity? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* ☒ YES ☐ NO
- E. Will you be setting up any lighting? *If yes, the Fire Department and Building Inspection Department will need to inspect prior to being energized.* ☒ YES ☐ NO
- F. Will your event require any fencing? *If yes, please provide plans for the fencing location and the gates.* ☒ YES ☐ NO
- G. Does your event involve fireworks? *If yes, you will need to contact the Fire Department (262-363-6426) for proper permits.* ☒ YES ☐ NO
- H. Does your event involve amplified music? ☒ YES ☐ NO
If yes, will the amplified music be a: ☒ Band ☒ DJ ☐ Other
Thursday DJ 6:00 - 10:30 PM; Friday and Saturday bands 8:00 - 11:30 PM; Sunday band 2:00 - 6:30 PM
Hours of amplified music: _____
- I. Please list the number of security staff you will be providing for the event: To be determined with MPD
- J. Will you need barricades provided by the Village for your event? ☒ YES ☐ NO
If yes, how many? To be determined
- K. Will you be erecting any tents, canopies, or other temporary structure(s)? *If yes, please provide a plan for their proposed locations. The Fire Department and Building Inspection Department will need to inspect these structures prior to the start of your event.* ☒ YES ☐ NO
- L. Will you be providing portable restrooms and wash stations? *If yes, please provide a description of how many restrooms/wash stations will be provided, their locations, and the plan for how solid waste will be disposed of.* ☒ YES ☐ NO
21 porta-johns, 1 handicap porta-john, and 4 washing stations - pumped daily
- M. Will you provide parking for your participants? *If yes, please provide a plan describing where parking will be available.* ☒ YES ☐ NO
- N. Will you provide dumpster/clean-up services? *If yes, please provide a clean-up and refuse collection plan.* ☒ YES ☐ NO
- O. What other assistance do you foresee needing from the Village (personnel, materials, equipment, etc.)?
See attached documents

- P. Have you reviewed and do you have a copy of the Village of Mukwonago Special Events Manual and the Village of Mukwonago Ordinance? ☒ YES ☐ NO

INSURANCE REQUIREMENTS

The Special Event Sponsor will obtain liability insurance for an event that includes alcohol, has more than 150 people per day or involves a road closure. Proof of this insurance with coverage no less than \$1,000,000 which names and endorses the Village, its officers, agents, employees, and contractors as an additional insured party is due no later than 20 days before the event.

Are you able to provide these insurance documents, if required? ☒ YES ☐ NO

PROCEDURAL CHECKLIST FOR SPECIAL EVENT PERMIT REVIEW AND APPROVAL

This form is designed to be a guide for submitting a complete application for a special event.

Application:

- ☒ Completed application form including the procedural checklist.
- ☒ Application fee: see fee sheet.

Other Documents:

- ☒ Plan of operation/proposal.
- ☒ Overview of the site to be used for the event (layout of the event site).
- ☒ Any additional information as determined by Village staff.

DEPOSIT REQUIREMENTS

The applicant may be required to submit to the Village Clerk-Treasurer's Office a cleaning/damage deposit of \$200 for each scheduled day of the event (or portion thereof) two weeks prior to the starting date of the event. That deposit shall be refunded to the applicant, if, upon inspection, all is in order, or a prorated portion thereof as may be necessary to reimburse the Village for loss or cleaning costs. The Village reserves the right to retain the entire deposit if cleanup is not completed satisfactorily in the time frame as specified in the permit. Unless otherwise stated in the permit, the applicant shall be fully responsible for all necessary cleanup associated with the permitted event to be completed within 12 hours after the conclusion of the event. (This deposit is separate from any deposit required for rental of Village parks).

TERMINATION OF AN EVENT

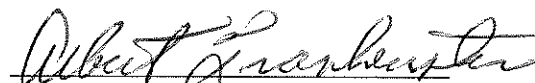
The Village reserves the right to shut down a special event that is in progress if it is deemed to be a public safety hazard by the Police Department, Fire Department, and/or there is a violation of Village Ordinances, State Statutes or the terms of the applicant's permit. The Village Administrator and/or his/her designee may revoke an approved Special Events Permit if the applicant fails to comply in good faith with the provisions of the permit prior to the event date.

CERTIFICATION

By signing this form, the applicant certifies authorization to act on behalf of their organization, and hereby agrees to hold the Village, its officers, agents, employees, and contractors harmless against all claims, liability, loss, damage or expense (including but not limited to actual attorney fees) incurred by the Village for any damage or injury to person or property caused by or resulting directly or indirectly from the activities for which the permit is granted. Any change to coverage requires Village approval.

(The applicant's signature must be from a Managing Member if the business/organization is an LLC, or from the President or Vice President if the business/organization is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below.)

Signature - Applicant


Signature - Applicant

Name & Title (PRINT)

Albert Frankenstein, Treasurer
Name & Title (PRINT)

Date

January 13 2021
Date

FOR OFFICE USE ONLY			
Date Fees Paid	Receipt #	Date Deposit Paid	Deposit Returned?
Police Department:	Approved ☐ Denied ☐	Comments: _____	
Fire Department:	Approved ☐ Denied ☐	Comments: _____	
Public Works Department:	Approved ☐ Denied ☐	Comments: _____	
Village Clerk:	Approved ☐ Denied ☐	Comments: _____	
Village Board Approval Date	Village President Signature	Permit #	Issue Date

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION AND FEES SHEET

DEPARTMENT CONTACTS:

Clerk/Treasurer (262) 363-6421
 Building Inspection (262) 363-6419
 Fire (262) 363-6426

Police (262) 363-6435
 Public Works (262) 363-6447
 Water/Sewer Utility (262) 363-6416

VILLAGE PERMIT AND OTHER FEES:

Class I Event (Includes alcohol and/or amplified music)	\$20 per day of event
Class II Event	\$10 per day of event
Electrical Inspection	\$75 per hour
Fireworks Permit	No charge; State and local permit required
Parade Permit	\$25
Park Rental Permit	To be determined at the Clerk/Treasurer's Office
Pre-event Safety Inspection	\$75 per hour
Security Deposit	\$200 per event; May encounter additional deposit if using a park facility
Temporary Operator (Bartender) License	\$20 + \$7 background check fee each
Temporary Class B (Picnic) Beer and/or Wine License	\$10 per event
Tent Inspection (<2,500 sq. ft.)	\$35
Tent Inspection (>2,500 sq. ft.)	\$50

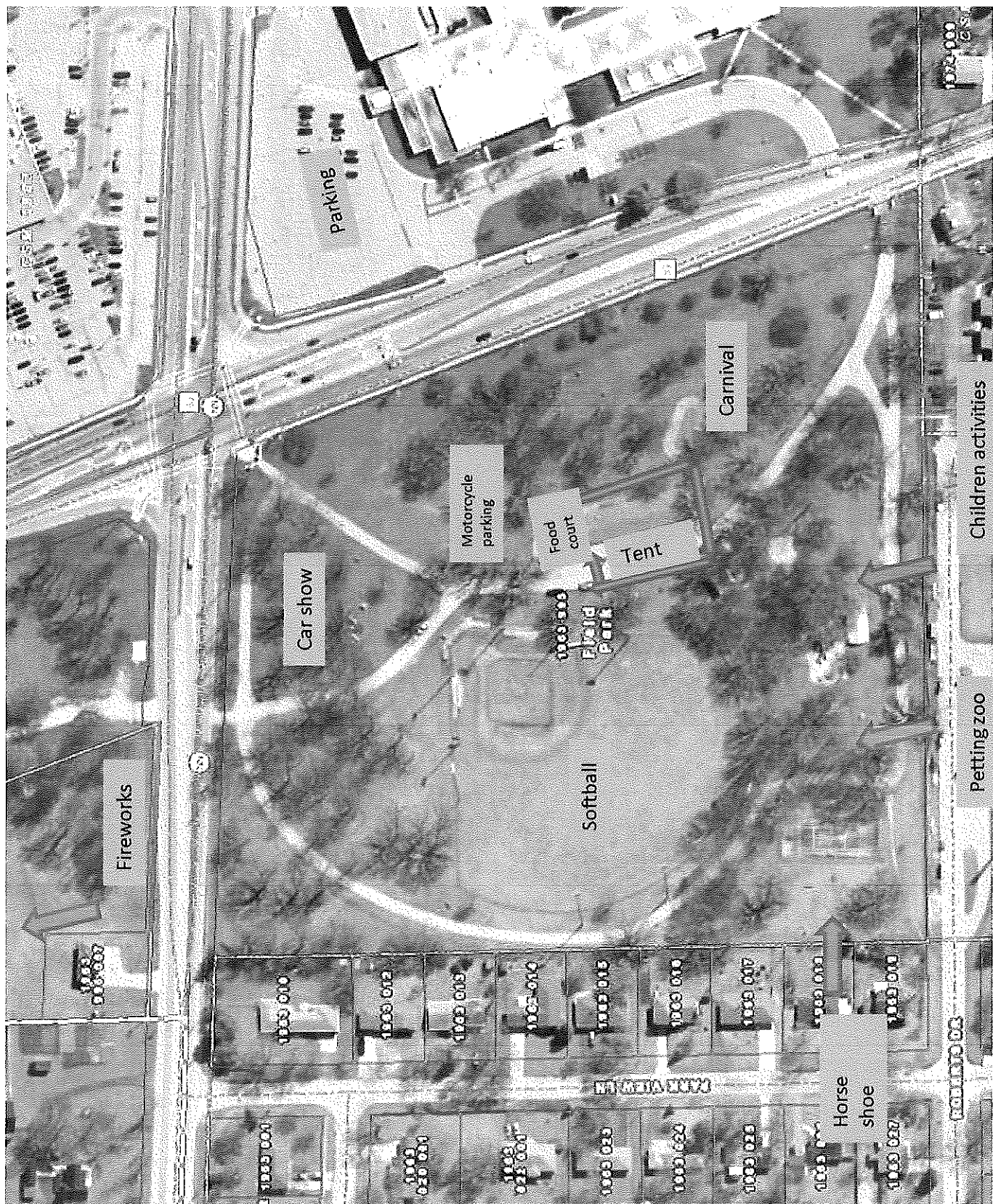
VILLAGE OF MUKWONAGO
 440 RIVER CREST CT
 MUKWONAGO, WI 53149
 Phone : (262) 363-6420

Received From: MUKWONAGO LIONS FOUNDATION
 Date: 03/01/2021 Time: 8:29:49 AM
 Receipt: 52603
 Cashier: Igourdoux

FIELD PARK
 3/27 - EASTER EGG DRIVE THROUGH
 SUMMERFESTE

ITEM REFERENCE	AMOUNT
121 Operators License	\$33.00
Operators License	
121.1 WI DOJ - Background Checks	\$10.00
WI DOJ - Background Checks	
118 Liquor & Malt License	\$10.00
Liquor & Malt License	
134 Park Rental	\$250.00
Park Rental	
TOTAL	\$303.00
Check 2423	\$303.00
Total Tendered:	\$303.00
Change:	\$0.00

SUMMERFESTE ACTIVITY LOCATIONS



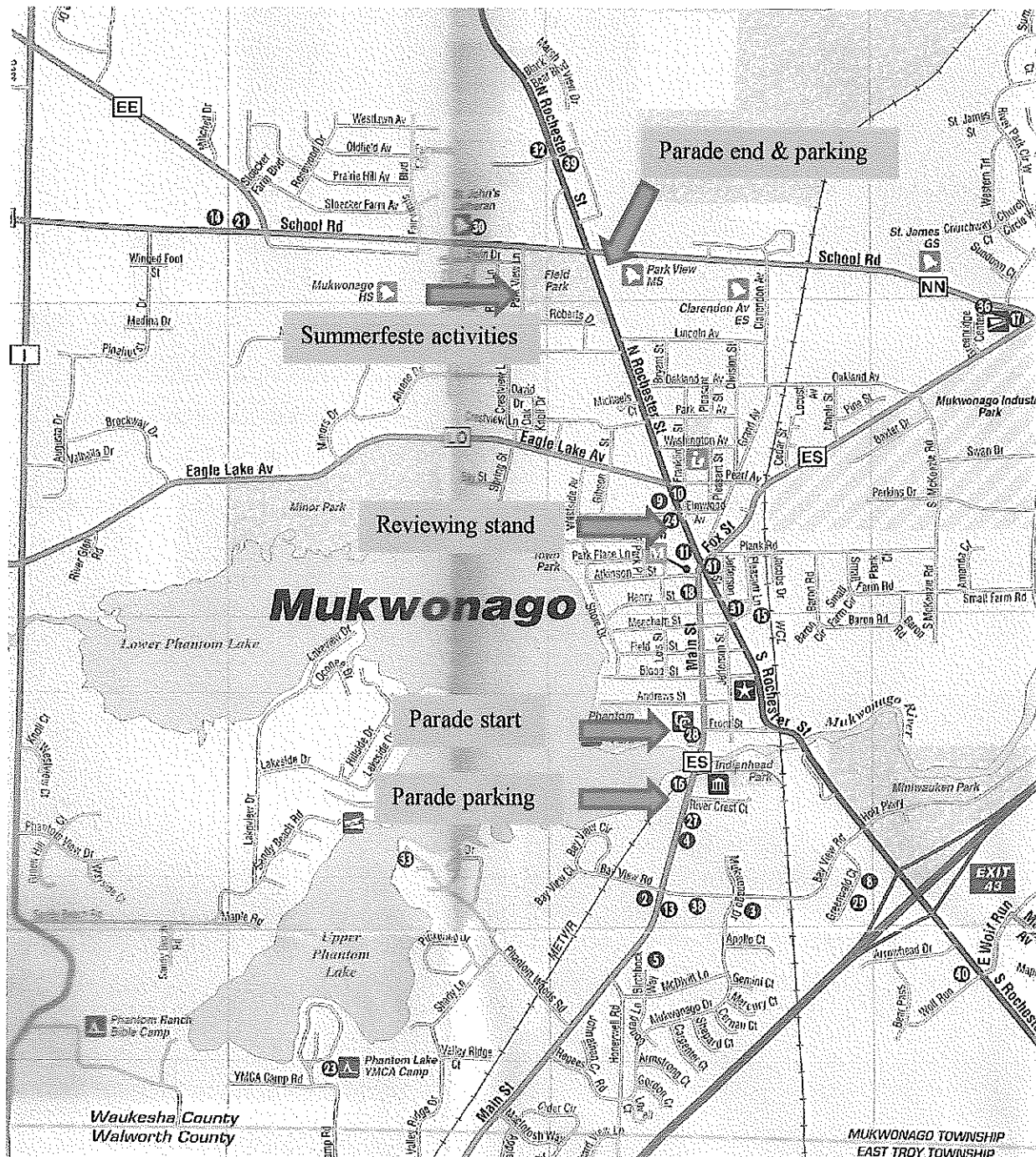
MUKWONAGO FATHER'S DAY PARADE

Traffic re-routed during parade by Mukwonago Police Department. Route 83 on north, along Hwy NN, Holz Parkway, to Hwy 83 south. Re-routed Hwy ES from east, along Holz Parkway, follow Bayview Road to Hwy ES south. Barricades on all cross streets along parade route between Field Park and Bayview Road. Barricades as needed along re-routed routes.

General Parade Lineup will be on a first come first serve by 11:00 AM near the Napa Auto Parts, 850 South Main Street (County ES) and continues up River Crest Court to the Mukwonago Village hall. Parking is available on River Crest Court.

Parade begins at noon, Sunday, FATHERS DAY. Parade route is north on Highway ES to stop and go light, north on Hwy 83 to Field Park and Park View Middle School.

Reviewing stand located in parking lot near Subway (corner Lake Street and Hwy 83).





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/15/2021

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 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 DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, Ho, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
INSURED Mukwonago Lions Foundation Inc; Mukwonago Lions Club Inc; District 27 A-1 Mukwonago Wisconsin	E-MAIL ADDRESS: lionsclubs@dspins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 22667		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		HD0G71445999	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		ISAH25314141	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Mukwonago Lions Summerfeste, 2021

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** Kiwanis International, 3636 Woodview Trace, Indianapolis, IN 46269; Mukwonago Kiwanis Club, P O Box 111, Mukwonago, WI 53149; Mukwonago Kiwanis Foundation, P O Box 111, Mukwonago, WI 53149., including softball, horse shoe, children's activities, car show, petting zoo, live bands, fireworks, carnival, and parade. ***

CERTIFICATE HOLDER**CANCELLATION**

Village of Mukwonago, Village Clerk
440 River Crest Court
Mukwonago, WI 53149 Wisconsin 53149

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

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APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 01/13/2021

☐ Town ☐ Village ☐ City of Mukwonago County of Waukesha

The named organization applies for: (check appropriate box(es).)

☒ A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

☒ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/17/2021 and ending 06/20/2021 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) ☒ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Veteran's Organization ☐ Fair Association

(a) Name Mukwonago Lions Foundation, Inc. & Mukwonago Lions Club, Inc.

(b) Address P O Box 61, Mukwonago, WI 53149
(Street)

☐ Town ☒ Village ☐ City

(c) Date organized _____

(d) If corporation, give date of incorporation 12/04/1960

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box: ☐

(f) Names and addresses of all officers:

President Tim Eggleston, W298 S10583 Circle Drive, Mukwonago, WI 53149

Vice President Frank Erdmann, N9235 Stone School Road, Mukwonago, WI 53149

Secretary Jim Howard, S67W29202 South Ridge Pass, Mukwonago, WI 53149

Treasurer Albert Frankenstein, 1253 Riverton Drive, Mukwonago, WI 53149

(g) Name and address of manager or person in charge of affair: _____

Rich Schrank, W315 S7447 Lakecrest Court, Mukwonago, WI 53149

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Field Park, 933 North Rochester Street, Mukwonago

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Pavilion and Snack Shack

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

3. NAME OF EVENT

(a) List name of the event Mukwonago Lions Summerfeste

(b) Dates of event June 16 - 20, 2021

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Mukwonago Lions Foundation, Inc & Lions Club, Inc

(Name of Organization)

Officer _____
(Signature/date)

Officer Albert Frankenstein
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 2-23-21 pd 3-1-21
Receipt 52603

Date Reported to Council or Board 4-7-21

Date Granted by Council _____

License No. _____

TASK ORDER

This is Task Order No. 2021-02,
consisting of 3 pages
Village of Mukwonago
*Indianhead Park Outdoor Performance
Stage Project*

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: Indianhead Park Outdoor Performance Stage Project
- B. Description: Provide engineering related services for the survey, design, and bidding of the proposed Indianhead Park Outdoor Performance Stage.

2. Services of Engineer

Phase 200 – Design and Bidding

- Prepare and coordinate overall project schedule,
- Perform supplementary site topographic survey, including structures, underground utilities, and any other features needed for design,
- Wetland determination,
- Environmental screening,
- Floodplain analysis submittal,
- Prepare site plan drawing for the proposed multi-use trail and amphitheater buildings,
- Prepare plan of drawings for construction details, construction notes, and erosion control,
- Prepare project specifications and other bidding documents,
- Upload bidding documents for online viewing/ordering,
- Answer Contractor questions during bidding period,
- Attend Bid Opening,
- Review bids for completion of all contract requirements. Review prequalification statements, and bidder references,
- Issue Recommendation of Award and Notice of Award,
- Attend Village Board meeting to answer questions about the award of the project.

Work Available as additional services:

The following services are not included in this effort because we have assumed they are not necessary or the scope of such services has not yet been defined:

- Design of amphitheater and concession stand foundation and footings by others,
- Design of amphitheater and concession stand structures by others,
- Design of amphitheater and concession stand electric and lighting by others,
- Easements, title searches or other property acquisition services,
- Storm Water Management Plans,
- SEWRPC coordination,
- ACOE and WDNR permitting,
- Archaeological survey,
- Environmental Phase 1, 2, or 3 investigations or permitting,
- Funding requirements,
- Permit applications not listed,
- Permit application fees by the Village,
- Public Information Meetings,
- All construction phase services via a separate Task Order.

TASK ORDER

3. Owner's Responsibilities

The Village will Coordinate with Ruekert Mielke staff to review draft plans, meet onsite to review layout and attend bid opening. Owner will pay for the cost of advertisement, Engineer's reimbursable expenses, reproduction of the bidding documents, distribution of the bidding documents, and will refer all bidders' questions to the Engineer for response. The Village will issue a Floodplain Permit.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Advertisement for Bid	May 5, 2021
Bid Opening	May 19, 2021
Recommendation of Award	June 2, 2021

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>
200 Design and Bidding	Lump Sum	\$23,460

B. The terms of payment are set forth in the Standard Terms and Conditions.

6. Consultants

N/A

7. Other Modifications to Standard Terms and Conditions

N/A

8. Attachments

Level of Effort breakdown for Design and Construction.

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

Signature: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature:  _____

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: March 23, 2021

Digitally signed by Steven C.
Wurster
Date: 2021.03.23 08:09:15
-05'00'

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

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

**Indianhead Park Outdoor Performance Stage Project
Design and Bidding Estimate**

Initials	Jerad Wegner JW	Michael Michalski MEM	Terry Tavera TRT	Will Sedano TRT	Drafting	Sue Shird SJS	Ecologist / Biologist	Survey	Survey Crew	Other Expenses	Task Total
Employee Class	E6	E3	E6	E4	ET-2	AA	EB2	RLS			Dollars
Hourly Rates	\$ 160	\$ 129	\$ 170	\$ 153	\$ 121	\$ 78	\$ 118	\$ 139	\$ 218		
Field Survey											
Perform Site Survey									4	\$300	\$ 1,172
Create project in Cad, Format Drawing, Call Diggers, Prep Data for Field Crew, Instructions								1			\$ 139
Process Downloads, Analyze Data, Build Surface and Catastral								1	1		\$ 357
Environmental											
Preliminary Environmental Screening							6				\$ 708
Wetland Determination							21				\$ 2,478
Design											
Amplitheater Site Design and Coordination		3									\$ 387
Geotechnical Survey Coordination		3									\$ 387
Site Visit		2									\$ 258
Site Electrical Design and Coordination				2							\$ 306
Design Multi-Use Trail & Site Plan		6									\$ 774
Design Erosion Control		4									\$ 516
Design Details		3									\$ 387
Project Manual and Specifications	4	40		8		16					\$ 8,272
Drafting					32						\$ 3,872
100% Design Review											
Internal Quality Control Review	2	1									\$ 449
Village of Mukwonago Review	1	1									\$ 289
Approvals - Regulatory Agencies											
WDNR Floodplain Submittal			3								\$ 510
Bidding											
Prepare Advertisement for Bids		2				4					\$ 570
Answer Contractor Questions		2									\$ 258
Attend Bid Opening		2									\$ 258
Evaluate Bids, Prepare Bid Tab		1				4					\$ 441
Assist Village with Contractor References		2									\$ 258
Prepare Recommendation for Award		2				2					\$ 414
Survey, Design and Bidding Phase Subtotal (Hours) =	7	74	3	10	32	26	27	2	5		
Survey, Design and Bidding Phase Subtotal (Dollars) =	\$ 1,120	\$ 9,546	\$ 510	\$ 1,530	\$ 3,872	\$ 2,028	\$ 3,186	\$ 278	\$ 1,090	\$ 300	\$ 23,460



Agenda Item Cover Report

Date: March 11, 2021	Committee/Board:
Submitted by: Chief Stien & Dave Brown & Village Attorney Blum	Department: Fire Department & Utility Department
Date of Committee Action:	Date of Village Board Action:

Subject:

Ordinance to Amend Section 74-8 of the Code dealing with the removal of snow by property owners;

Executive Summary:

This matter is coming forward based on a request from the Fire Chief, as well as the Utility Department. As you are aware, our current Ordinance Section 74-8 deals only with the issue of removal of snow from public sidewalks, not the clearing of snow from around fire hydrants. From a public safety standpoint, the Fire Chief would like to see those areas cleared of snow as well to expedite the access of the Fire Department to those hydrants in an emergency. The change to the Ordinance would require 3' to be cleared around each hydrant by the adjacent property owner, and then a 3' wide path would also be cleared from the hydrant to the street to facilitate that access.

Fiscal Impact:

None

Executive Recommendation/Action:

Approval an Ordinance to Amend Section 74-8 of the Code dealing with the removal of snow by property owners;

☐ **Attachments Included**

**VILLAGE OF MUKWONAGO
WAUKESHA AND WALWORTH COUNTIES**

ORDINANCE NO. _____

**ORDINANCE TO AMEND SECTION 74-8
OF THE VILLAGE OF MUKWONAGO MUNICIPAL CODE
RELATING TO SNOW AND ICE REMOVAL**

The Village Board of the Village of Mukwonago do ordain as follows:

SECTION I

Section 74-8 of the Municipal Code of the Village of Mukwonago is hereby repealed and recreated to read as follows:

74-8 Snow and Ice Removal. The owner, occupant or person in charge of each and every building or structure or unoccupied lot in the Village fronting or abutting any street shall clean or cause to be cleaned the area within 3' of a fire hydrant adjacent to said property within the public right-of-way and shall create a path 3' in width from the fire hydrant to the roadway; as well as the sidewalk in front of or adjoining each such home, building or unoccupied lot as the case may be of snow or ice the width of such sidewalk within 24 hours after snowfall ceases and shall cause the sidewalk to be kept clear from ice and snow, provided that when the ice is formed on a sidewalk so that it cannot be immediately removed, such person shall keep the sidewalks sprinkled with sand or salt. For purposes of this section, "sidewalk" shall include the handicapped access ramps between the sidewalk and roadway.

SECTION II

All Ordinances or parts of Ordinances contravening the terms and conditions of this Ordinance are hereby to that extent repealed.

SECTION VI

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 VII

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 _____, 2021.

APPROVED:

Fred Winchowky, Village President

Countersigned:

Diana Dykstra, Village Clerk/Treasurer

From: lindakrukar@gmail.com
To: [Diana Dykstra](#)
Subject: FW: cameron schroeder
Date: Friday, April 2, 2021 11:31:34 AM
Importance: High

Dear Diana and Board members,

Thank you for reviewing my application.

In the past I have made some bad decisions. I am taking steps to be a responsible and positive part of this community.

I am meeting with a professional therapist weekly.

I am in the WCS program and report weekly.

I am under professional medical care for anxiety and depression.

I have two jobs. One with GCA Educational Services, serving St. Johns Military Academy.

The other with the American Legion.

My employment with the Mukwonago American Legion requires my license. I am also a member of the Legion.

My jobs are very important to me.

Thank you for your time and consideration.

Sincerely,

Cameron Schroeder

423 Division Street

Mukwonago, WI 53149



Agenda Cover Report

Date: 3/31/21	Committee/Board: Committee
Submitted by: Ron Bittner	Department: Public Works
Date of Committee Action: April 7, 2021	Date of Village Board Action:

Subject:
Annual Storm Water Report Presentation

Executive Summary:

The annual report for the village's MS4 Permit was submitted to the Wisconsin Department of Natural Resources as required. The information included in the presentation provides an understanding into the commitment by staff and contracted services that affect storm water quality within the village.

Fiscal Impact:
N/A

Executive Recommendation/Action:
No Action Required

☐ **Attachments Included**

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

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

Reporting Information

Will you be completing the Annual Report or other submittal type? ☒ Annual Report ☐ Other

Project Name: 2020 Annual MS4 Report

County: Waukesha

Municipality: Mukwonago, Village

Permit Number: S050075

Facility Number: 35717

Reporting Year: 2020

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable? ☐ Yes ☒ No

Required Attachments and Supplemental Information

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

Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting](#) [Exit Form]
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
 - Public Education and Outreach Annual Report Summary
 - Public Involvement and Participation Annual Report Summary
 - Illicit Discharge Detection and Elimination Annual Report Summary
 - Construction Site Pollution Control Annual Report Summary
 - Post-Construction Storm Water Management Annual Report Summary
 - Pollution Prevention Annual Report Summary
 - Leaf and Yard Waste Management
 - Municipal Facility (BMP) Inspection Report
 - Municipal Property SWPPP
 - Municipally Property Inspection Report
 - Winter Road Maintenance
 - Storm Sewer Map Annual Report Attachment
 - Storm Water Quality Management Annual Report Attachment
 - TMDL Attachment
 - Storm Water Consortium/Group Report

- Municipal Cooperation Attachment
- Other Annual Report Attachment

- Attach the following permit compliance documents as appropriate using the attachments tab above
 - Storm Water Management Program *(S050075-03 General Permit and S058416-04 Madison Area Group Permit shall have a written storm water management program that describes in detail how the permittee intends to comply with the permit requirements for each minimum control measure. Updated programs are due to the department by March 31, 2021.)*
 - Public Education and Outreach Program
 - Public Involvement and Participation Program
 - Illicit Discharge Detection and Elimination Program
 - Construction Site Pollutant Control Program
 - Post-Construction Storm Water Management Program
 - Pollution Prevention Program
 - Municipal Storm Water Management Facility (BMP) Inventory *(S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.1 - inventory due to the department by March 31, 2021.)*
 - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan *(S050075-03 General Permit and S058416-04 Madison Area Group Permit 2.6.2 – document due to the department by March 31, 2021.)*
 - Total Maximum Daily Load documents *(*If applicable, see permit for due dates.)*
 - TMDL Mapping*
 - TMDL Modeling*
 - TMDL Implementation Plan*
 - Fecal Coliform Screening Parameter *
 - Fecal Coliform Inventory and Map *(S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022)*
 - Fecal Coliform Source Elimination Plan *(S050075-03 general permittees Appendix B - document due to the department by October 31, 2023)*

- Sign and Submit form

Municipal Contact Information- Complete

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

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

Municipality Information

Name of Municipality Mukwonago, Village

Facility ID # or (FIN): 35717

Updated Information: ☒ Check to update mailing address information

Mailing Address: 440 River Crest Court

Mailing Address 2:

City: Mukwonago

State: Wisconsin

Zip Code: 53149 xxxxx or xxxxx-xxxx

Primary Municipal Contact Person (Authorized Representative for MS4 Permit)

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

☐ Select to **create new** primary contact

First Name: Ron

Last Name: Bittner

☒ Select to **update** current contact information

Title: PW Director

Mailing Address: 440 River Crest Court

Mailing Address 2:

City: Mukwonago

State: WI

Zip Code: 53149 xxxxx or xxxxx-xxxx

Phone Number: 262-363-6447 Ext: xxx-xxx-xxxx

Email: rbittner@villageofmukwonago.com

Additional Contacts Information (Optional)

- ☒ I&E Program
- ☒ IDDE Program
- ☒ IDDE Response Procedure Manual

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

- ☒ Municipal-wide Water Quality Plan
- ☒ Ordinances
- ☒ Pollution Prevention Program
- ☒ Post-Construction Program
- ☒ Winter roadway maintenance

First Name: Ron

Last Name: Bittner

Title: PW Director

Mailing Address: 440 River Crest Court

Mailing Address 2:

City: Mukwonago

State: WI

Zip Code: 53149 xxxxx or xxxxx-xxxx

Phone Number: 262-363-6447 Ext: xxx-xxx-xxxx

Email: rbittner@villageofmukwonago.com

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

☒ Yes ☐ No

☒ Public Education and Outreach Waukesha County

☒ Public Involvement and Participation Waukesha County

☐ Illicit Discharge Detection and Elimination

☒ Construction Site Pollutant Control Ruekert & Mielke

☐ Post-Construction Storm Water Management

☐ Pollution Prevention

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

☐ Yes ☒ No

Minimum Control Measures- Section 1 : Complete**1. Public Education and Outreach**

a. Complete the following information on Public Education and Outreach Activities related to storm water. Select the Delivery Mechanism that best describes how the topics were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	1/2/2020		
Project/Event Name	Waukesha County Programs		
Delivery Mechanism	Educational activity*		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☒ Household hazardous waste disposal/pet waste management/vehicle washing ☒ Yard waste management/pesticide and fertilizer application ☒ Stream and shoreline management ☒ Residential infiltration ☒ Construction sites and post-construction storm water management ☒ Pollution prevention ☒ Green infrastructure/low impact development ☐ Other:	☒ General Public ☐ Public Employees ☐ Residents ☒ Businesses ☒ Contractors ☒ Developers ☐ Industries ☐ Other	Select...	☐ Yes ☐ No

Event Start Date	6/17/2020		
Project/Event Name	Empire Level BMP Maintenance		
Delivery Mechanism	Other		*Active
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☒ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☐ Residents ☒ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	1 - 10	☐ Yes ☒ No

Event Start Date	2/6/2020		
-------------------------	----------	--	--

Project/Event Name	Antigua Real BMP Maintenance		
Delivery Mechanism	Other *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☒ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☐ Residents ☒ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	1 - 10	☐ Yes ☒ No

Event Start Date	12/15/2020		
Project/Event Name	Badge Color BMP Maintenance		
Delivery Mechanism	Other *Active		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ Illicit discharge detection and elimination ☐ Household hazardous waste disposal/pet waste management/vehicle washing ☐ Yard waste management/pesticide and fertilizer application ☐ Stream and shoreline management ☐ Residential infiltration ☐ Construction sites and post-construction storm water management ☒ Pollution prevention ☐ Green infrastructure/low impact development ☐ Other:	☐ General Public ☐ Public Employees ☐ Residents ☒ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	1 - 10	☐ Yes ☒ No

b. Brief explanation on Public Education and Outreach reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See Waukesha County Education Group Spreadsheet for regional effort and the Village's Education and Outreach Plan.

2. Public Involvement and Participation

a. Permit Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	3/2/2020		
Project/Event Name	Green Home Make Over		
Delivery Mechanism	Public Workshop		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ MS4 Annual Report ☒ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other: 	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	51-100	☒ Yes ☐ No
Event Start Date	5/5/2020		
Project/Event Name	Stormwater Workshop		
Delivery Mechanism	Presentation of Storm Water Information		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ MS4 Annual Report ☒ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other: 	☐ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☒ Contractors ☒ Developers ☐ Industries ☐ Other	101 +	☒ Yes ☐ No
Event Start Date	9/8/2020		
Project/Event Name	Sensible Salting		
Delivery Mechanism	Presentation of Storm Water Information		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☐ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☒ Other: Winter Road Maintenance	☐ General Public ☒ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	Select...	☐ Yes ☐ No
Event Start Date	10/7/2020		
Project/Event Name	Village Board MS4 Presentation		

Delivery Mechanism		Presentation of Storm Water Information	
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
☒ MS4 Annual Report ☐ Storm Water Management Program ☐ Storm Water related ordinance ☐ Other: 	☒ General Public ☒ Public Employees ☒ Residents ☒ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	☐ Yes ☒ No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

Event Start Date	5/1/2020		
Project/Event Name	WAV		
Delivery Mechanism	Stream monitoring		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	☒ Yes ☐ No
Event Start Date	7/1/2020		
Project/Event Name	Adopt A Drain		
Delivery Mechanism	Storm drain stenciling		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	51-100	☒ Yes ☐ No
Event Start Date	7/1/2020		

Project/Event Name	Asian Clam Monitoring		
Delivery Mechanism	Public Workshop		
Topics Covered	Target Audience	Estimated People Reached (Optional)	Regional Effort (Optional)
Volunteer Opportunity	☒ General Public ☐ Public Employees ☐ Residents ☐ Businesses ☐ Contractors ☐ Developers ☐ Industries ☐ Other	11-50	☒ Yes ☐ No

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See the attached Village of Mukwonago Public Involvement Plan.

Form 3400-224 (09/20)

Minimum Control Measures - Section 3 : Complete

3. Illicit Discharge Detection and Elimination

a. How many total outfalls does the municipality have?	138	☐ Unsure
b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?	34	☐ Unsure
c. From the municipality's routine screening, how many were confirmed illicit discharges?	0	☐ Unsure
d. How many illicit discharge complaints did the municipality receive?	0	☐ Unsure
e. From the complaints received, how many were confirmed illicit discharges?	0	☐ Unsure
f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)?	0	☐ Unsure
(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)		
g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.	☐ Unsure	
☒ Verbal Warning	0	
☒ Written Warning (including email)	0	
☒ Notice of Violation	0	
☒ Civil Penalty/ Citation	0	

Additional Information: _____

- h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See the attached Illicit Discharge Detection and Elimination Program.

Form 3400-224 (09/20)

Minimum Control Measures - Section 4 : Complete

4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? ☐ Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? ☐ Unsure
- c. How many erosion control inspections did the municipality complete in the reporting year? ☐ Unsure

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

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☒ Notice of Violation

☒ Civil Penalty/ Citation

☒ Stop Work Order

☒ Forfeiture of Deposit

☐ Other - Describe below

- e. Brief explanation on Construction Site Pollutant Control reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached updated written procedure for erosion control.

Form 3400-224 (09/20)

Minimum Control Measures - Section 5 : Complete

5. Post-Construction Storm Water Management

- a. How many sites with new structural storm water management facilities* have received local approval ? ☐ Unsure

*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement, catch basin sumps, etc.

- b. Does the municipality utilize privately owned storm water management facilities in its pollutant reduction analysis? ☒ Yes ☐ No ☐ Unsure

- c. If Yes, How many privately owned storm water management facilities were inspected in the reporting year ? ☐ Unsure

Inspections completed by private land owners should be included in the reported number.

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

☐ No Authority

☒ Verbal Warning

☒ Written Warning (including email)

☒ Notice of Violation

☒ Civil Penalty/ Citation

☒ Forfeiture of Deposit

☒ Complete Maintenance

☒ Bill Responsible Party

☒ Other - Describe below

The Village withheld occupancy for a pond that failed shortly after construction.

- e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*

See attached Post Construction Stormwater Management program.

Form 3400-224 (09/20)

Minimum Control Measures - Section 6 : Complete

6. Pollution Prevention

Storm Water Management Facility Inspections ☐ Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management facilities ? ☐ Unsure
- b. How many new municipally owned storm water management facilities were installed in the reporting year ? ☐ Unsure
- c. How many municipally owned storm water management facilities were inspected in the reporting year? ☐ Unsure
- d. What elements are looked at during inspections (250 character limit)?

Erosion, appropriate vegetation, animal damage, structure damage, debris and pool quality.

- e. How many of these facilities required maintenance? ☐ Unsure
- f. Brief explanation on Storm Water Management Facility inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached Inspection and Maintenance of Municipally Owned or Operated Storm Water Management

Facilities program.

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

- g. How many municipal properties require a SWPPP? ☐ Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? ☐ Unsure
- i. Have amendments to the SWPPPs been made?
☐ Yes ☒ No ☐ Unsure
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

See attached Village of Mukwonago Pollution Prevention Plan.

Collection Services - Street Sweeping / Cleaning Program ☐ Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure
- m. If known, how many tons of material was removed? ☐ Unsure
- n. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?
☒ Yes - Explain frequency Four times annually.
☐ No - Explain _____
☐ Not Applicable

Collection Services - Catch Basin Sump Cleaning Program ☐ Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?
☒ Yes ☐ No ☐ Unsure

- q. How many catch basin sumps were cleaned in the reporting year? ☐ Unsure
- r. If known, how many tons of material was collected? ☐ Unsure
- s. Does the municipality have a low hazard exemption for this material? ☐ Yes ☒ No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?
- ☒ Yes- Explain frequency Each CB is cleaned once per five year permit cycle
- ☐ No - Explain _____
- ☐ Not Applicable

Collection Services - *Leaf Collection Program* ☐ Not Applicable

- u. Does the municipality conduct curbside leaf collection? ☒ Yes ☐ No ☐ Unsure
- v. Does the municipality notify homeowners about pickup? ☒ Yes ☐ No ☐ Unsure
- w. Where are the residents directed to store the leaves for collection?
- ☐ Pile on terrace ☐ Pile in street ☒ Bags on terrace ☐ Unsure
- ☒ Other - Describe reusable refuse containers on terrace.
- x. What is the frequency of collection?
- 2 yard waste collections targeting leaves in Nov & Dec.
- y. Is collection followed by street sweeping/cleaning? ☒ Yes ☐ No ☐ Unsure
- z. Brief explanation on Collection Services reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

See attached Village of Mukwonago Pollution Prevention Plan

Winter Road Management ☐ Not Applicable

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

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

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	0	47	152	153	4

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>Brine</u>	0	0	2787	3989	3384	3677

- ac. Was salt applying machinery calibrated in the reporting year? ☒ Yes ☐ No ☐ Unsure
- ad. Have municipal personnel attended salt reduction strategy ☒ Yes ☐ No ☐ Unsure

training in the reporting year?

Training Date	Training Name	# Attendance
9/8/2020	Smart Salting Workshop	7
11/10/2020	Salt Wise Webinar	1
11/24/2020	sat Wise Webinar	1

- ae. Brief explanation on Winter Road Management reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page*

See attached Snow and Ice Control Policy

Internal (Staff) Education & Communication

- af. Has training or education been held for municipal or other personnel involved in implementing each of the pollution prevention program elements ? ☒ Yes ☐ No ☐ Unsure

If yes, describe what training was provided (250 character limit):

SWPPP facility training ,stormwater related webinars, efficient sweeping equipment operations and winter maintenance.

When: SWPP/quarterly, sweepin...

How many attended: 7

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

Elected Officials

Committee and Board meetings, Plan Commission meetings.

Municipal Officials

Staff and Development meetings.

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

As work orders are issues and/or as new requirements are discussed and implemented.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Board approval is required for SWMAs for developments. Updates and review of the annual MS4 permit is made available for village staff and elected officials. Staff refresher training when work orders are created and external training is available.

Form 3400-224 (09/20)

Minimum Control Measures - Section 7 : Complete

7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

☒ Yes ☐ No ☐ Unsure

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

☒ Storm water treatment facilities

☒ Storm pipes

☐ Vegetated swales

☒ Outfalls

☐ Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The MS4 map is updated to the village's GIS as new development information becomes available. A final review is conducted prior to submittal for the annual report.

Final Evaluation - Complete**Fiscal Analysis**

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

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

Element: Public Education and Outreach

1380	1264	1840	<u>General revenue fund</u>
120	136	160	<u>Storm water utility</u>

Element: Public Involvement and Participation

1380	1264	1840	<u>General revenue fund</u>
120	136	160	<u>Storm water utility</u>

Element: Illicit Discharge Detection and Elimination

1380	1264	1840	<u>General revenue fund</u>
120	136	160	<u>Storm water utility</u>

Element: Construction Site Pollutant Control

1000	1000	1000	<u>General revenue fund</u>
5000	5000	5000	<u>Permit fee and/or deposit/escrow</u>

Element: Post-Construction Storm Water Management

11000	8000	8000	<u>General revenue fund</u>
-------	------	------	-----------------------------

Element: Pollution Prevention

27881	27200	2900	<u>General revenue fund</u>
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Other (describe)

MS4 Map update

1200	500	500	<u>General revenue fund</u>
------	-----	-----	-----------------------------

Other (describe)

Stormwater Quality Management

14145	11500	12880	<u>General revenue fund</u>
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Other (describe)

Stormwater Quality Management

1230

1000

1120

Storm water utility

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

Water Quality

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

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

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

☐ Yes ☒ No ☐ Unsure If Yes, explain below:

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

☐ Yes ☒ No ☐ Unsure

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

☐ Yes ☒ No ☐ Unsure

Storm Water Quality Management

a. Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)? ☐ Yes ☒ No

b. If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS)

Total phosphorus (TP)

Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

Requests for Assistance on Understanding Permit Programs

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

Please select all that apply:

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

Required Attachments and Supplemental Information

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

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

***Required Item**

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

Storm Sewer System Map

 File Attachment

[MS42021.pdf](#)

Attach - Other Supporting Documents

AR_WintRdMain

 File Attachment

[2.pdf](#)

AR_SWGroupReport

 File Attachment

[2020MS4ReportingWC.pdf](#)

AR_LeafYardMgmt

 File Attachment

[2.pdf](#)

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

Attach - Permit Compliance Documents

EO_Program

 File Attachment

[2.pdf](#)

IP_Program

 File Attachment

[2.pdf](#)

IDDE_Program

 File Attachment

[2.pdf](#)

CS_Program

 File Attachment

[2.pdf](#)

PCSSW Program

 File Attachment

[2.pdf](#)

PP BMPInventory

 File Attachment

[StructureInventory.pdf](#)

PP BMPInsp

 File Attachment

[2.pdf](#)

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

Sign and Submit Your Application

Steps to Complete the signature process

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

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

Terms and Conditions

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

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

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

Name: Ronald R Bittner

Title: Public Works Director

Authorized Signature.

- ☒ I accept the above terms and conditions.

Signed by : i:0#.f|wamsmembership|rrb727 on 2021-03-26T10:35:49

You have already signed and submitted this application to the DNR. Please [contact the Wisconsin DNR](#) for assistance.

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

Village of Mukwonago
2.2 Public Involvement & Participation
2021-2024

Program Description: The Village of Mukwonago maintains membership with the Waukesha County Stormwater Group. It is through this partnership that many Public Involvement and Participation targets are achieved. The below table addresses practices that are completed by the Village, independent of the Waukesha County Stormwater Group.

Topic	Delivery Mechanism	Target Participant	Responsible Party	Target Dates/Frequency
Annual Report	Website Notice, Board Meeting	General public, public employees, residents.	Director of Public Works	Annual
Storm Water Management Program	Website Notice, Board Meeting	General public, public employees, residents.	Director of Public Works	When updates occur.
Storm Water Ordinance Updates/Development	Website Notice, Board Meeting	General public, public employees, residents, businesses, contractors, developers.	Director of Public Works	When updates occur.
Volunteer Activity - Coordinated by Waukesha County Stormwater Group	Various	Various	Waukesha County Stormwater Group	Various
Volunteer Activity - Coordinated by Community Group	Stream Monitoring	General public, residents	Community Group	Annual
Volunteer Activity - Coordinated by local businesses & community groups	Cleanup Event	General public, residents	Local Businesses & Community Groups	Annual

Note: Per permit section 2.2.4, participants may include general public, public employees, residents, businesses, contractors, developers, industries, and/or other appropriate audience.

Village of Mukwonago
2.1 Public Education and Outreach
2021-2024

Program Description: The Village of Mukwonago maintains membership with the Waukesha County Stormwater Group. It is through this partnership that many Public Education and Outreach targets are achieved. The below table addresses practices that are completed by the Village, independent of the Waukesha County Stormwater Group.

Topic No.	Topic	Delivery Mechanism	Target Audience	Responsible Party	Target Date/Frequency
1	Illicit Discharge Detection & Elimination				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
2	Household Hazardous Waste Disposal/Pet Waste Management/Vehicle Washing				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
	Host site for Waukesha County Hazardous Waste Recycling	Other	Residents	Village Department of Public Works	Annual
	Electronics Recycling	Other	Residents	Village Department of Public Works	Annual
3	Yard Waste Management/Pesticide and Fertilizer Application				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
4	Stream and Shoreline Management				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
5	Residential Infiltration				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
6	Construction Site and Post-Construction Storm Water Management				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
	Village staff routinely meet with HOA groups and residents regarding stormwater and pond maintenance.	Meeting	Residents	Village staff	
7	Pollution Prevention				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
	Waukesha County workshop on composting, rain barrels, green cleaning, & more	Workshops	General public, residents	Waukesha County Stormwater Group	At least once per permit term
8	Green Infrastructure/Low-Impact Development				
	Waukesha County Stormwater Group Activity	Various	Various	Waukesha County Stormwater Group	Various
	Pre-Construction Meeting	Government Meeting	Businesses, Contractors, Public Employ	Village Department of Public Works	When development occurs

Permit Requirements:

2.1.1 The program has a plan for addressing all 8* topics in Table 1 at least once during the permit term.

2.1.2 The program has a plan for using at least 4* delivery mechanisms in Table 2 each year, with at least 2* from the Active/Interactive column.

Active/Interactive

- Educational activities (school presentations, summer camps)
- Informational booth at event
- Targeted group training (contractors, consultants, etc.)
- Government event (public hearing, council meeting)
- Workshops
- Tours
- Other

Passive

- Passive print media (brochures at front desk, posters, etc.)
- Distribution of print media (mailings, newsletters, etc.) via mail or email
- Media offerings (radio and TV ads, press release, etc.)
- Social media posts
- Signage
- Website
- Other

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The Village is covered under the Wisconsin Department of Natural Resources' (WDNR) WPDES Municipal Separate Storm Sewer System Permit No. WI-S050075-3, reissued on May 1, 2019. The intent of the MS4 permit program is to minimize the discharge of pollutants into the local lakes, streams and wetlands via the Village's storm water conveyance system. The Village of Mukwonago has been conducting an Illicit Discharge Detection and Elimination (IDDE) program since 2010, when it was first required under the WPDES Municipal Separate Storm Sewer System (MS4) Permit no. WI-S050075-1. After reviewing the Department of Natural Resources' (WDNR) Program Guidance document no. 3800-2012-01 on Illicit Discharge Detection and Elimination programs, the Village revised the original program to focus on areas where problems are more likely to be detected.

The Village of Mukwonago is located within the (IL) Fox River Basin. A Total Maximum Daily Load analysis (TMDL) is currently under development for this basin and is anticipated to be completed in 2023-2025. This TMDL is anticipated to address the Total Suspended Solids (TSS) and phosphorus that is impairing waterways in the basin.

Administration

- The Village Public Works Director will administer the illicit discharge program.
- The Village Fire Chief will administer the spill response program.
- This procedure shall be distributed to all Village employees who may receive notice of a spill or illicit discharge.
- See Chapter 34-113 of the Village Code of Ordinances.

Emergency Contact Information

- | | |
|--|----------------|
| ▪ Emergency Services (police, fire, ambulance) | 911 |
| ▪ Public Works Director | (262) 363-6447 |
| ▪ Village of Mukwonago Fire (non-emergency) | (262) 363-6426 |
| ▪ Village of Mukwonago Police (non-emergency) | (262) 363-6435 |
| ▪ DNR Hazardous Spill Line | (800) 943-0003 |
| ▪ City of Waukesha Fire Department | (262) 524-3651 |
| ▪ City of Milwaukee Fire Department | (414) 286-8948 |
| ▪ Poison Control Center | (800) 222-1222 |

Spill and Illicit Discharge Response Procedure

- When Village staff is made aware of a spill or illicit discharge with the potential to contaminate the municipal storm sewer system, the individual receiving the call shall immediately notify the Village Public Works Director. The Village's emergency government director / fire chief following the chain of command found within the Village's emergency government procedure shall also be notified if the spill / illicit discharge is suspected of reaching local waterways. The public works director shall be the primary contact for the spill response program, with the emergency government director / fire chief being the contact for
- Persons in the vicinity of a spill should immediately evacuate the premises (except for employees with training in spill response). If the spill appears hazardous, immediately notify emergency response personnel listed above.
- Consult with the trained hazardous waste personnel for waste disposal procedures and never wash spills into a storm drain.
- Any illicit discharges that are discovered at an outfall shall be traced upstream through the storm sewer system to identify the source of the discharge.
- Action against the violation should be taken as soon as possible. If it will take more than 30 days to remove the illicit connection or if the illicit discharge is from a facility with WPDES permit coverage, the Wisconsin Department of Natural Resources shall be contacted to discuss an appropriate action and/or timeframe for removal.

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- All spills/illicit discharges, regardless of size, should be reported as soon as possible to the public works director and the emergency government director / fire chief (if the spill / discharge is suspected of having reached the local streams, lakes or wetlands). The public works director / emergency government director/fire chief will coordinate clean up with the appropriate trained emergency response personnel.
- All spills shall be reported to the Wisconsin Department of Natural Resources within 24 hours after being made aware of the spill. The emergency government director / fire chief shall coordinate this notification immediately to the Department of Natural Resources if the spill/discharge is suspected of having reached local streams, lakes or wetlands. The 24-hour toll free hot line to report spills to the Department of Natural Resources is **1-800-943-0003**.
- If the spill/illicit discharge reaches a waterway and has the potential to contaminate downstream resources, the emergency government director/fire chief shall immediately notify the officials of the downstream communities that may be impacted by the spill, following the procedure in the emergency government procedure.
- Any dye testing within the Village shall be reported to the Wisconsin Department of Natural Resources in advance of the time and location.
- If an illicit discharge has been tracked upstream to an interconnection point or outfall from another municipality or originates from the Village but discharges directly to a MS4 or property under the jurisdiction of another municipality, the Village shall notify the appropriate municipality within one working day.

Field Screenings

- The Village completed the initial field screening at all major outfalls during dry weather periods. Major outfalls were identified on the official storm sewer map from the Village's Storm Water Management Plan.
- The Village has evaluated the outfalls to be inspected each year through a "priority" designation process based on land use and known storm water outfall concerns.
- The ongoing Illicit Discharge Detection and Elimination Program has been determined based upon the results of the initial field screening and subsequent outfall screenings.
- Any citizen complaint will be investigated with an inspection of the discharge location in question.
- Inspections/field screenings shall be recorded on the Village of Mukwonago Illicit Discharge Field Screening Sheet.

Action Levels for Sample Parameters

- Any samples with results above the minimum threshold for the parameters below shall be traced back to the source to stop the discharge.

Parameters	Action Level	Illicit Sources	Non-Illicit Sources
Ammonia	0.1 mg/l	Sanitary sewage and industrial wastewater	Pets, wildlife and potentially WPDES permitted discharges
Detergents	0.5 mg/l	Industrial cleansers, commercial wash water and sanitary sewage	Residential car washing
pH	Less than 6 or greater than 9	Industrial wastewater and concrete truck wash-out	Groundwater and WPDES permitted discharges
Total Chlorine	Detection or positive test unless associated with a WPDES permitted discharge at	Industrial wastewater, swimming pools and sanitary sewage	WPDES permitted discharges

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Parameters	Action Level	Illicit Sources	Non-Illicit Sources
	background water supply levels		
Total Copper	0.1 mg/l	Copper-based product use and manufacturing	WPDES permitted discharges
Phenol	Detection or positive test	Chemical, textile, paint, resin, tire, plastic, electronics, and pharmaceutical manufacturing	None
Fluoride	Detection above background groundwater or water supply levels	Commercial or industrial wastewaters with a water supply component	Groundwater and WPDES permitted discharges
Potassium	10 mg/l	Sanitary sewage and industrial wastewater	Groundwater and WPDES permitted discharges

Violations

- Whenever Village staff identify a violation of the Illicit Discharge ordinance, the Village may order compliance by written notice of violation to the responsible party.
- Such written notice of violation may require the following without limitation:
 - The elimination of illicit connections or discharges.
 - That violating discharges, practices, or operations shall cease and desist.
 - The abatement or remediation of storm water pollution or contaminated hazards and the restoration of any affected property.
 - Any responsible party that fails to comply with a notice of violation under this section shall be subject to further enforcement action under the enforcement provisions of the Storm Water Management and Erosion Control Enforcement Procedures.

Enforcement Measures

See Chapter 34-114 of the Village Code of Ordinances.

- Forfeiture
- Stop Work Order
- Permit Revocation
- Injunction
- Declared Nuisances
- Emergency Action
- Citation

Priority Outfalls

The Village of Mukwonago has revised the original Illicit Discharge Detection and Elimination (IDDE) program to focus on areas where problems are more likely to be detected. Department of Natural Resources' (WDNR) Program Guidance document no. 3800-2012-01 on Illicit Discharge Detection and Elimination programs has been used to develop the current IDDE program.

The Village's revised IDDE program breaks down the MS4 outfalls into 3 inspection categories:

1. Priority Outfalls to be inspected annually,
2. Non-Priority Major Outfalls to be inspected once per 5-year permit term,

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3. Non-Priority Minor Outfalls to be inspected on a complaint basis or based on professional judgement of staff (not in the regular inspection rotation).

Location of MS4 Priority Outfalls to be Inspected Annually

	Structure ID	Inspection Category	Outfall Size (inches)/ Grass Swale	Outfall Location
1	ST224001	Priority (Major)	36"	W end of Roberts Rd., N side of sidewalk SE of High School
2	ST234001	Priority (Major)	72"	SW corner of pond W of 370 CTH NN
3	GSOFO02	Priority (Major)	Grass Swale	E of Holz Pkwy, SW corner of L'BRI Pure n' Natural property
4	GSOFO04	Priority (Major)	Grass Swale	E of Holz Pkwy, NW of Empire. SW edge of wood line
5	ST252001	Priority (Major)	48"	SW corner of property at 100 McKenzie Dr.
6	ST252002	Priority (Major)	36"	W side of Driveway SW of BMO Harris Bank
7	ST264001	Priority (Minor)	27"	S of Plank Rd. dead end, W of railroad tracks
8	ST271005	Priority (Minor)	16"	S of Minors Dr., between 705 & 647 Minors Dr.
9	ST271006	Priority (Minor)	16"	E outfall, S of Minors Dr., between 647 & 633 Minors Dr.
10	ST271007	Priority (Minor)	24"	W outfall, S of Minors Dr., between 647 & 633 Minors Dr.
11	ST271008	Priority (Minor)	36"	S of Minors Dr., between 609 & 603 Minors Dr.
12	ST351002	Priority (Major)	36"	S of S. Rochester Rd. on the SW side of the railroad bridge.
13	ST351008	Priority (Minor)	22"	N of River Crest Ct. between NAPA Auto Parts and Village Hall
14	ST361001	Priority (Minor)	24"x38"	N of Maple Ave, between E Wolf Run and 240 Maple Ave.
15	ST361003	Priority (Major)	48"x76"	SE side of East Wolf Run across from Walmart
16	ST011055	Priority (Minor)	16"	Boxhorn Dr & Rochester, South of Touchpad Electronics/MS2I Holdings
17	ST011078	Priority (Major)		Boxhorn Dr & Rochester St, SE corner of Banker Wire
18	ST011103	Priority (Major)	36"	Boxhorn Dr & Hill Cr, Super Products West Outfall
19	ST011102	Priority (Minor)	24"	Boxhorn Dr. & Hill Ct, Super Products
20	ST011101	Priority (Minor)	36"	Boxhorn Dr & Rochester, Triple Crown Prod/Quernemoen Mukwonago LLC
21	ST011014	Priority (Major)	36"	Boxhorn & Rochester, Nearest outfall to HWY 83

**Location of Non-Priority Major Outfalls to be Inspected
Once Per 5 – Year MS4 Permit Term**

	Structure ID	Inspection Category	Outfall Size/ Grass Swale	Outfall Location
1	GSOFO01	Major	Grass Swale	SW corner of Holz Pkwy & Fox St. S of Fox St.
2	GSOFO03	Major	Grass Swale	SE corner of 941 Perkins Dr., property
3	ST193001	Major	12"	S of Edgewood Ave., just W of the Edgewood Greenhouse driveway

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4	ST194001	Major	36"	S of Grey Fox Trail and Cardinal Ct. intersect, N side of pond.
5	ST224002	Major	21"	SE corner of W School Rd. CTH NN intersection
6	ST232001	Major	30"	Behind Mukwonago Family Dental, S side of the pond.
7	ST243002	Major	30"	N of CTH NN, between CTH ES & River Park Circle W
8	ST251006	Major	30"	E of Eastern Trail, between 450 & 446 Eastern Trail
9	ST254001	Major	48"x36"	E of the East Wolf Run turnaround.
10	ST254002	Major	36"	SE of East Wolf Run, NW corner of the pond.
11	ST262001	Major		In the woods toward the SE corner of baseball diamonds on CTH LO
12	ST263001	Major	48"	S side of Wahl Ave., just before the circle turn around
13	ST263005	Major	24"	N outfall, W of Atkinson St. & Shore Dr. Intersection
14	ST272001	Major	24"	S side of the pond, behind 622 Augusta Dr.
15	ST272002	Major	42"	N side of the pond, behind 734 Pinehurst Dr.
16	ST272006	Major	42"	SW corner of 517 Valhalla Dr. property
17	ST352001	Major	42"	W of Bay View Ct.
18	ST353009	Major	36"	W side of Main St., at the Honeywell Rd. & Main St. intersection
19	ST354005	Major		W Mukwonago Dr. Apollo Ct. intersect. W of Mukwonago Dr.
20	ST361002	Major	56"	SE of East Wolf Run, SW corner of the pond.
21	ST363002	Major	66"	S outfall, E side of STH 83, 415' S of E. Wolf Run & 83 Intersection
22	ST363003	Major	66"	N outfall, E side of STH 83, 415' S of E. Wolf Run & 83 Intersection
23	ST363008	Major	36"	S side of the pond, S of Wolf Run

Criteria used to designate an outfall as a "Priority" included: land-use (industrial / business parks, institutional, retail/commercial, transportation), amount of imperviousness in a drainage area, age and density of residential areas, and approximate age of infrastructure. The Village of Mukwonago has experienced new development and redevelopment growth in the past 2 decades, with new or replaced infrastructure which minimizes the potential for illicit discharges due to older or failing infrastructure. Major outfalls in these new or redeveloped areas were not included in the priority outfall category.

Village staff previously found one discharge that required follow-up under the previous IDDE program since 2010. The discharge was sampled at outfall GSOF002 ("H"). Outfall GSOF002 ("H") has been included as a priority outfall and will be inspected annually by Village staff.

The remainder of the MS4 outfalls in the Village of Mukwonago are categorized as "minor": pipe sizes of less than 36 inches in diameter associated with a drainage area of less than 50 acres or an industrial land use of less than 2 acres. These outfalls will not fall into the annual or once every 5 years' inspection rotation but may be inspected if a complaint is received or if circumstances change and Village staff determine it would be beneficial to inspect any of these locations.

A portion of the Village's roadside stormwater conveyance system includes grass swales. Swale systems can be inspected by visual observations for dead vegetation due to excessive standing water or pollutants in discharges that would kill the vegetation; staining on pipes and structures that drain to the swales, staining

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or water marks on culverts in swales, etc. Visual observations of the swale systems should be done on a complaint basis or as staff determine necessary.

Cross Connection Program

As part of the Village's overall storm water management and pollutant reduction efforts, a program to address potential cross connections between sewer systems and the municipal storm water conveyance system has been developed to minimize the potential discharges of bacteria and related pathogens into local surface waters. This cross-connection program includes three components:

1. Identification and evaluation of potential cross connection areas
2. Follow-up response procedures when a situation is discovered and/or a complaint is received.
3. Education and outreach efforts related to the discharge of bacteria into local surface waters via the municipal storm water conveyance system

Sanitary Sewer Infiltration into Storm Water Conveyance Systems

Traditional cross connection programs have addressed the issue of pollutants from sewer systems getting into drinking water systems. Capacity, Management, Operation, and Maintenance (CMOM) programs exist in many communities to reduce the amount of storm water and groundwater from entering the sanitary sewer systems. These programs have been in place for many years, with common activities including inspections, plumbing code updates, education and outreach efforts to the general public, industry specialists and inspectors, and community leaders.

This new aspect of discharges resulting from cross connections concerns the discharge of sewer water into municipal separate storm sewer systems, which then discharge directly to the downstream receiving waterways. Municipal storm water conveyance systems do not typically have treatment systems to remove pollutants, particularly bacteria. Therefore, the focal point of this type of cross connection program is source identification and control.

Examples of sources of cross connections between sewer systems and storm water systems include old and deteriorating sewer system infrastructure, resulting in discharges that may seep into storm sewer conveyance systems. Leaky sewer lines located in areas of seasonal high groundwater may not always discharge into nearby storm sewers during the year but may result in some discharges when the groundwater table is highest after snow melt and during spring rains, allowing accumulated pollutants underground to mobilize and enter storm sewer systems. In addition, frequent rain events and flooding may also result in higher than normal groundwater levels or flood waters carrying incidental sewer system discharges into the storm water system and downstream receiving waters. Elevation differences resulting in areas of a community that are higher or uphill of other areas can also lead to the infiltration of sewer water into storm sewer systems. Older, deteriorating public sewer lines or private sewer laterals that are located in uphill areas can potentially lead to accumulated pollutants located underground infiltrating into the storm sewers downgradient from the older, leaking sanitary sewers. Additional sources of potential site-specific sewer system discharges into the municipal separate storm sewer system include incorrect connections made during construction or reconstruction projects and underground septic systems.

The Village of Mukwonago's municipal separate storm sewer system (MS4) is comprised of both vegetated swales along roadsides and curb and gutter with underground pipe to convey storm water safely downstream.

A vegetated swale system typically allows for infiltration of storm water runoff during normal rain events. This allows pollutants carried in storm water runoff to soak into the underlying soils, preventing these

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pollutants from reaching the downstream lakes, streams and wetlands. Large rain events resulting in localized flooding or high groundwater tables may result in deteriorating sewer infrastructure discharges into the vegetated swale systems. Site observations and follow-up of complaints of visual and odor evidence of these discharges may result in the identification of sources of sewer-storm water system cross connections.

A curb and gutter system with storm pipe underground will allow storm water to flow into inlets along the curbs, then into a network of underground storm pipe consisting of many different sizes, ages, and conditions. As part of a municipal separate storm sewer system, storm water discharges from these storm pipes to local streams, lakes and wetlands, often without flowing through a treatment system first. Privately owned storm sewer under parking lots and private roads also drain into the Village's storm sewer system. Older, deteriorating storm pipe may have cracks or damage, or may have gaps where sections of pipe have moved apart from each other over time. Non-storm water flows can enter storm pipe in these damaged areas, resulting in pollutants mixing with storm water flows and impacting local waterways.

Identification and Evaluation of Potential Cross Connection Areas

A desktop analysis of the sewer systems that could potentially leak into the nearby municipal storm water conveyance system can identify sites in the Village of Mukwonago to be evaluated further for potential infiltration of sanitary sewer discharges into the Village's storm sewer system. Information including locations and depths of sanitary sewer and storm sewer systems, local topography, drainage areas and outfall locations of the storm sewer systems and known shallow groundwater elevations can be interpreted to identify potential areas of cross connections or underground discharges to the storm sewer system.

Routine sanitary sewer inspections may include dye testing, smoke testing, flow monitoring televising, and/or the use of other sensors and technology to get identify and locate potential pipe defects in the sewer system. Results of sanitary sewer system inspections, particularly deteriorating or damaged pipe segments, should be shared between wastewater facility staff and public works staff to evaluate the potential for infiltration into the nearby storm water conveyance system. New information on damaged sewer segments and potential sewer repair improvements may lead to discovery of infiltration into storm systems via desktop review, as discussed above.

Areas identified in a desktop review as potential cross connection areas should be observed for potential sewer-to-storm water system connections after larger rain events and during seasonal high groundwater levels, typically during spring and early summer through IDDE outfall inspections and results of sanitary sewer and/or storm sewer inspections. Inspections of existing storm pipe segments for staining, flows and odors that could be associated with improper sewer connections and leaky underground septic systems should be completed in association with the Village's Illicit Discharge Detection and Elimination (IDDE) screening program. Further investigation may include dye testing in the sanitary sewer during periods of wet weather/high ground water to determine if/where dye water shows up in surface waters and televising storm sewer in areas in proximity to potential sewer leaks. Solutions to discovered cross connections and infiltration into the storm system may include sewer lining projects, disconnections or repairs of privately owned sewer laterals and sumps, and other sewer system and/or storm system repairs, depending on the site and the situation.

Proposed Response Procedures for Potential Sewer-Storm Water Cross Connections

Inclusion of activities to address sewer system discharges into storm water systems and ultimately local lakes, streams and wetlands can be incorporated into the Village's existing IDDE program. The IDDE program response procedures include sampling of flows observed at storm water outfalls as a result of periodic inspections or complaints. Results of the sampling and an analysis of the contributing drainage area help to identify the potential source of the pollutants. The Village of Mukwonago's existing Illicit Discharge Detection and Elimination ordinance provides structure and enforcement authority for the Village to require resolution to observed discharges to the municipal separate storm sewer system, including suspected cross connections or discharges from the sanitary sewer system. Cooperation between Village

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wastewater treatment facility and public works (storm water) staff will be an important component in the successful implementation of this program.

Education and Outreach Efforts relating to Sewer-Storm Water System Cross Connections

An education and outreach program describing the contributors to and impacts of excessive bacteria and other pollutant pollution to the local lakes, streams and wetlands should be developed and conducted throughout the Village. Target audiences for this storm water education topic include residents, private property owners, industry specialists and inspectors, including those in the plumbing and underground infrastructure inspection industries, and community leaders, decision makers and elected officials. Cost-effective, uniform messaging for this topic will most likely be achieved through development of a multi-agency/municipality outreach program. Current partners for the Village of Mukwonago to collaborate with may include partners in Waukesha County' Stormwater Education Program. A cooperative effort to share uniform information on the impacts of sanitary sewers and bacteria/pollutant inflows into the storm water system and the local waterways would be a cost-effective and efficient way for local communities to implement their MS4 permits.

ILLICIT DISCHARGE DETECTION & ELIMINATION (IDDE) INSPECTION REPORT

SECTION 1: Inspection Data

Outfall ID:		Subwatershed:	
Inspection Date:		Inspection Time:	
Investigators:		Form Completed By:	
Temperature (°F):	Rainfall In Last:	24 hours (in.):	48 hours (in.):
Nearest Intersection / Location:			
Land use in drainage area:			
Notes (e.g., origin of outfall, if known):			

SECTION 2: Outfall Description

Location Description		Material	Shape	Dimensions (in. by in.)	Submerged?	Submerged Depth (ft.)
☐ Closed Pipe ☐ Open Drainage						
Flow Present?		☐ Yes ☐ No				
Flow Description:		☐ Trickle ☐ Moderate ☐ Substantial				
Depth (ft.)	Width (ft.)	Length (ft.)	Volume (cu. ft.)		Time of Travel (sec.)	Time To Fill (sec.)

SECTION 3: Physical Indicators Present at Outfall

Indicator	Description	Indicator	Description
☐ Odor	☐ Sewage ☐ Rancid/Sour ☐ Petroleum/Gas ☐ Sulfide ☐ Other : _____	☐ Outfall Damage	☐ Spalling, Cracking or Chipping ☐ Corrosion ☐ Peeling Paint
☐ Color	☐ Clear ☐ Brown ☐ Gray ☐ Yellow ☐ Green ☐ Orange ☐ Red ☐ Other: _____	☐ Deposits/Stains	☐ Oily ☐ Flow Line ☐ Paint ☐ Other: _____
☐ Turbidity	☐ 1 - Slight Cloudiness ☐ 2 - Cloudy ☐ 3 - Opaque	☐ Abnormal Vegetation	☐ Excessive ☐ Inhibited
☐ Floatables	☐ Sewage ☐ Suds ☐ Petroleum (Oil Sheen) ☐ Other : _____	☐ Poor Pool Quality	☐ Odors ☐ Suds ☐ Floatables ☐ Yellow ☐ Oil Sheen ☐ Excessive Algae ☐ Other: _____

SECTION 4: Lab Analysis

1. Sample for the lab?	☐ Yes ☐ No	2. If yes, collected from:	☐ Flow ☐ Pool
3. Measurements:	Sample Temperature (°F):	pH:	Total Coliform:
	Copper (mg/l):	Phenols (mg/l):	Surfactants (mg/l):
	Ammonia (mg/l):	Chlorine (mg/l):	Detergents (mg/l):

Comments or Other Concerns (e.g., trash or needed infrastructure repairs)?

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Village of Mukwonago

2.4 Construction Site Pollutant Control Program

March 2021

The Village of Mukwonago's Construction Site Pollutant Control Program aims to minimize the amount of total suspended solids (TSS) and other associated pollutants that enter local lakes, streams and wetlands as a result of construction site land disturbance over one acre. The Village has adopted ordinances which dictate the site plan requirements for new and redevelopment sites (Ch. 34-107 through 34-114).

Permit Process, Administrative Procedures, & Erosion and Sediment Control Plan Review

When an application for construction or reconstruction with over one acre of land disturbance is received by Village staff, the Village Engineer follows the processes outlined in Checklist A. Preconstruction erosion control plan review is completed by the Village Engineer (Checklists 1, 2, and B).

Inspections

Site inspections occur at the frequency listed in Table 1.

Table 1.

Site	Inspection Frequency
(1) All sites one acre or more in size	• New projects shall be inspected within the first two weeks of commencement of land disturbing activity.
	• All active sites shall be inspected at least once every 45 days
	• All inactive sites shall be inspected at least once every 60 days.
(2) Follow up inspection	• Follow up inspections are required within 7 days of any sediment discharge or inadequate control measure, unless corrections were made and observed by the inspector during initial inspection or corrections were verified via photographs submitted to the inspector.
(3) Final inspection	• Confirm that all graded areas have reached final stabilization and that all temporary control measures are removed, and permanent storm water management BMPs are installed as designed.

Complaints & Enforcement

Complaints relating to construction site pollution are handled promptly. Village staff visit the site and utilize the Enforcement Procedure Flowchart (attached) when necessary.

Attachments

Checklist 1
Checklist 2
Checklist A
Checklist B
Erosion Control Enforcement Procedure Flowchart



Checklist #1 Site Plan Map Requirements Erosion Control Plan Requirements For All Sites

All items on this list are required for all Erosion Control and Storm Water Management Permit Applications. Additional items must be shown on erosion control plans for sites that disturb 1 Acre or more (see Checklist #2) and storm water management plans (see Checklist #3). A site plan map and supporting data of site conditions at a scale of 1 inch equals no more than 100 feet (unless otherwise noted) shall delineate or display the following applicable items.

The following existing and proposed site features must be provided for all permit applications. Items listed below must be shown on the site and within an appropriate distance in each direction of the site boundaries.

- ☐ 1. Development title, graphic scale and north arrow;
- ☐ 2. Property location description by public land survey system (1/4 section, section, township, range, county);
- ☐ 3. Location map (smaller scale) showing the site location within a public land survey section or subdivision, oriented the same as par. 4 below;
- ☐ 4. Ownership boundaries, bearings, lengths and other survey references that will accurately identify the site location for all land divisions;
- ☐ 5. Lot numbers and dimensions, including outlots for all land divisions;
- ☐ 6. Name and complete **contact information** for the applicant, landowner, developer and project engineer or planner;
- ☐ 7. Surveyor's certificate, signed, dated and sealed for all land divisions;
- ☐ 8. Sheet numbers and **revision dates** on every page;
- ☐ 9. Existing **site topography** at a contour interval not to exceed 2 feet, including **spot elevations** for physical features such as storm sewers (invert elevations), retaining walls, road and ditch centerlines and topographic high and low points;
- ☐ 10. Location and name, if applicable, of all lakes, streams, channels, ditches and other **water bodies** or areas of **channelized flow** on or adjacent to the site;
- ☐ 11. Location and name, if applicable, of all **wetlands** and identification of source of delineation. For final land divisions, these boundaries shall be field verified;
- ☐ 12. Boundaries of **shoreland zones** and the ordinary high water mark (OHWM) for any navigable water body. For final land divisions, the OHWM boundaries shall be field verified;
- ☐ 13. Boundaries and elevation of the **100-year floodplains, flood fringes and floodways**. For final land divisions, these boundaries and elevations shall be field verified.
- ☐ 14. Boundaries and soil symbol for each **soil mapping unit** and the identification of all **hydric soils** and defined by the USDA-Natural Resources Conservation Service;
- ☐ 15. Locations of all soil borings and **soil profile evaluations** with unique references to supplemental data report forms;
- ☐ 16. Location of **primary and secondary environmental corridors**, as defined by the Southeastern Wisconsin Regional Planning Commission. For final land divisions, these boundaries shall be field verified;

- ☐ 17. Location and description of **isolated natural area** boundaries as defined by the Southeastern Wisconsin Regional Planning Commission, **woodland areas**, as defined in the storm water ordinance and other **vegetative cover types**;
- ☐ 18. Location and descriptive notes for **existing and proposed structures** within 50 feet of the property boundaries and their proposed use, including, but not limited to, buildings and foundations, roads, parking areas, fence lines, access lanes, culverts (include size and type), above ground utilities and retaining walls;
- ☐ 19. Location and descriptive notes for other known existing site features including, but not limited to, rock outcrops or other karst features, tile drains, buried utilities, dumps, landfills, manure or other waste storage facilities;
- ☐ 20. Boundaries and descriptive notes for all applicable setbacks and for "protective areas" (see ordinance or Checklist #3 for more information);
- ☐ 21. Location and descriptive notes for any existing or proposed easements, right-of-ways, vision corners or other known site restrictions. Road right-of-ways and building setbacks shall be in compliance with all applicable administrative codes, adopted plans and ordinances;
- ☐ 22. Location and descriptive notes for existing and proposed public dedications of parcels or right-of-ways;
- ☐ 23. Location and descriptive notes for preplanned building sites, when limited by site features;
- ☐ 24. Location and documentation of any existing well and delineation of any applicable regulatory setbacks, in accordance with ch. NR 811 and 812 Wis. Admin. Code;
- ☐ 25. Notes describing source documents, date and measure of accuracy for all applicable mapping features noted above;
- ☐ 26. A narrative describing the proposed land disturbing activity, construction timeline and sequencing temporary BMP's to be used to minimize off-site impacts during the construction phase, and proposed methods to stabilize the site following construction.
- ☐ 27. A scaled map or plan showing the location of the proposed land disturbance, direction of flow for runoff entering and leaving the disturbed area, upslope drainage area (if known), proposed BMP's existing and proposed slopes, ground cover, drainageways, trees, utilities and other structures within 50 feet of the proposed disturbance.
- ☐ 28. Name, address and daytime phone number of the person(s) charged with installing and maintaining all best management practices.
- ☐ 29. For underground utility installations, the plans must delineate where utilities will be installed, show the location of the open cut and the topography in the area, and list the total lineal feet to be installed and the lineal feet that will be done by open cut.
- ☐ 30. Other site information that the Village of Mukwonago determines is necessary to administer this ordinance.

***NOTE:** *If necessary, items should be displayed on more than one map to ensure clarity. Each map must include proposed structures, setbacks, easements, right-of-ways, etc.*



Checklist #2 Additional Erosion Control Plan Requirements for Sites with >1 Acre Disturbance

Under Village ordinance, significant grading activity may trigger the need for a storm water permit for construction site erosion control. An erosion control plan is designed to protect downstream water resources and property owners from water pollution and other damage caused by sediment runoff from construction sites. Erosion control plans designed to meet the requirements of the Village ordinance shall adhere to the following guiding principles:

- 1) Propose grading that best fits the terrain of the site, avoiding steep slopes, wetlands, floodplains and environmental corridors;
- 2) Minimize, through project phasing and construction sequencing, the time the disturbed soil surface is exposed to erosive forces;
- 3) Minimize soil compaction, the loss of trees and other natural vegetation and the size of the disturbed area at any one time;
- 4) Locate erosion control BMPs upstream from where runoff leaves the site or enters waters of the state and outside of wetlands, floodplains, primary or secondary environmental corridors or isolated natural areas;
- 5) Emphasize the use of BMPs that prevent soil detachment and transport over those aimed to reduce soil deposition (sedimentation) or repair erosion damage.

Erosion Control Plans Must Include the Following:

- ☐ 1. A **site map** in accordance with Checklist #1. Digital submittal required. All other map elements listed below shall be delineated and labeled at a scale of 1 inch equals no more than 100 feet, unless otherwise noted.
- ☐ 2. North arrow, graphic scale, draft date, name and **contact information** for project engineer or planner and designation of source documents for all map features;
- ☐ 3. Proposed site topography at contour intervals not to exceed two feet, proposed percent slope for all open channels and side slopes and all runoff **discharge points** from the site;
- ☐ 4. Proposed building envelopes and other **land area to be disturbed** and size in acres;
- ☐ 5. All **woodland areas**, those proposed to be lost or transplanted during construction and acres or numbers of each. For woodlands proposed to be lost, show individual trees larger than eight (8) inches in diameter that are located within twenty (20) feet of proposed grading boundaries;
- ☐ 6. Temporary **access drive** and specified surface material (3 to 6 inch clear or washed stone), minimum depth (minimum 12 inches) and minimum 50 feet long;
- ☐ 7. Temporary **flow diversion** devices for upslope or roof runoff until site is stabilized;
- ☐ 8. Temporary **sediment trapping devices** for site perimeter and inlets to culverts and storm drains;
- ☐ 9. Temporary settling basin or other BMP to be used for **site dewatering** during utility or other subsurface work;
- ☐ 10. Temporary **soil stockpile sites** indicating setbacks (minimum 25 feet) from channelized flow, nearby water resources or environmental corridors and the proposed erosion protection methods;
- ☐ 11. **Detailed drawings** and **cross sections** for any sediment traps, basins other major cut or fill areas showing side slopes and elevations;

- ☐ 12. Final **stabilization measures** for open channels and erosion protection for pipe and channel inlets, outlets and emergency spillways;
- ☐ 13. Location of **proposed utilities**, including standard cross-section for buried utilities, associated easements, labeling the type of utility and notes on erosion control and restoration plans;
- ☐ 14. Final **site stabilization** instructions for all disturbed areas, showing areas to be stabilized in acres, depth of applied topsoil (minimum 4 inches), seed types, rates and methodology, fertilizer, sod or erosion matting specifications, maintenance requirements until plants are well established, and other BMPs used to stabilize the site;
- ☐ 15. Detailed **construction notes** clearly explaining all necessary procedures to be followed to properly implement the plan including estimated starting date of grading, timing and sequence of construction or demolition, any construction stages or phases, utility installation, dewatering plans, refuse disposal, inspection requirements, and the installation, use and maintenance of BMPs in the plan;
- ☐ 16. Location of soil borings and **soil profile evaluations** with surface elevations and unique references to supplemental soil evaluations report forms. Also show estimated seasonal water table depths, which may be shown on a separate map, with sufficient references to the proposed site plan.
- ☐ 17. Spill prevention and response procedures.
- ☐ 18. Other items specified by the Village of Mukwonago as necessary to ensure compliance with the ordinance.

Provide Supporting Information:

- ☐ 1. A **narrative summary** of the erosion control plan, briefly explaining the overall plan and any unique information that led to the selection of BMPs and how the plan meets the guiding principles above.
- ☐ 2. **Summary of design data** for any structural BMP such as sediment basins or sediment traps. A professional engineer, licensed in the State of Wisconsin, shall stamp and sign a statement approving all designs and certifying that they have read the requirements of this ordinance and that, to the best of their knowledge, the submitted plans comply with the requirements.
- ☐ 3. Open channel design and stabilization data to support the selected BMPs for stabilization.
- ☐ 4. **Soil profile evaluation reports** with unique references and elevations that match the map above.
- ☐ 5. Estimated time soil stockpiles will exist to support the selected BMPs for erosion control.
- ☐ 6. Documentation that proposed utility locations and installation scheduling has been coordinated with the affected utility companies.
- ☐ 7. Documentation of any other calculations used to demonstrate compliance with the performance standards in this section.
- ☐ 8. Identification of the **primary contacts** for:
 - ☐ a. Conducting erosion control **inspections** and how they will make the **inspection logs** available to the Village of Mukwonago.
 - ☐ b. Completing site grading and temporary **erosion control practices**.
 - ☐ c. Completing final **site restoration and stabilization**.

Summary of Erosion Control Plan Technical Requirements (Ordinance Excerpts)

1. Access Drives and Tracking. Provide access drive(s) for construction vehicles that minimize tracking of soil off site using BMPs such as stone tracking pads, tire washing or grates. Minimize runoff and sediment from adjacent areas from flowing down or eroding access drive.
2. Diversion of Upslope Runoff. Divert excess runoff from upslope land, rooftops or other surfaces, if practicable, using BMP's such as earthen diversion berms, silt fence and downspout extenders. Prevent erosion of the flow path and the outlet.
3. Inlet Protection. Protect inlets to storm drains, culverts and other storm water conveyance systems from siltation until the site is stabilized.
4. Soil Stockpiles. Locate soil stockpiles away from channelized flow and no closer than 25 feet from roads, ditches, lakes, streams, ponds, wetlands or environmental corridors, unless otherwise approved by the Village of Mukwonago. Control sediment from soil stockpiles. Any soil stockpile that remains for more than 30 days shall be stabilized.
5. Cut and Fill Slopes. Minimize the length and steepness of proposed cut and fill slopes and stabilize them as soon as practicable.
6. Channel Flow. Trap sediment in channelized flow before discharge from the site using BMPs such as sediment traps and sediment basins. Stabilize open channels as soon as practicable.
7. Outlet Protection. Protect outlets from erosion during site dewatering and storm water conveyance, including velocity dissipation at pipe outfalls or open channels entering or leaving a storm water management facility.
8. Overland Flow. Trap sediment in overland flow before discharge from the site using BMPs such as silt fence and vegetative filter strips.
9. Site Dewatering. Treat pumped water to remove sediment prior to discharge from the site, using BMPs such as sediment basins and portable sediment tanks.
10. Dust Control. Prevent excessive dust from leaving the construction site through construction phasing and timely stabilization or the use of BMPs such as site watering and mulch – especially with very dry or fine soils.
11. Topsoil Application. Save existing topsoil and reapply a minimum of 4 inches to all disturbed areas for final stabilization, unless otherwise approved by the Village of Mukwonago, such as for temporary seeding or storm water infiltration BMP's. If adequate topsoil does not exist on the site to meet this requirement, it shall be imported or a topsoil substitute such as compost may be used, upon approval by the Village of Mukwonago.
12. Waste Material. Recycle or properly dispose all waste and unused building materials in a timely manner. Control runoff from waste materials until they are removed or reused.
13. Sediment Cleanup. By the end of each workday, clean up all off-site sediment deposits or tracked soil that originated from the permitted site. Flushing shall not be allowed unless runoff is treated before discharge from the site.
14. Final Site Stabilization. All previous cropland areas where land-disturbing activities will not be occurring under the proposed grading plans, shall be stabilized within 30 days of permit issuance. Stabilize all other disturbed areas within 7 days of final grading and topsoil application. Large sites shall be treated in stages as final grading is completed in each stage. Any soil erosion that occurs after final grading or the application of stabilization measures must be repaired and the stabilization work redone.
15. Temporary Site Stabilization. Any disturbed site that remains inactive for greater than 7 days shall be stabilized with temporary stabilization measures such as soil treatment, temporary seeding or mulching. For purposes of this subsection, "inactive" means that no site grading, landscaping or utility work is occurring on the site and that precipitation events are not limiting these activities. Frozen soils do not exclude the site from this requirement.
16. Removal of Practices. Remove all temporary BMPs such as silt fences, ditch checks and sediment traps as soon as all disturbed areas have been stabilized.
17. Site Drainage. Site drainage plans shall comply with Checklist #3.



Checklist A

Erosion Control and Storm Water Permit Applicability and Exemptions

Name of Development/Land Being Disturbed:

Date Received:

Section A - Is the Site Exempt from Submitting an Erosion Control Permit and a Storm Water Management Permit?

- If any of the questions 1-5 are answered "yes", then the site is exempt from submitting an erosion control permit and a storm water management permit.

YES

NO

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1. Do the land disturbing activities directly involved in the planting, growing and harvesting of any plant grown for human or livestock consumption and pasturing or yarding of livestock including sod farms and tree nurseries?

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2. Are the land development and land disturbing activities exempted by state or federal law, including highway construction and other projects conducted by a state agency?

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3. Is the land disturbing activity directly involved in the installation and maintenance of private on-site waste disposal systems?

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4. If another regulatory agency is enforcing erosion control and storm water management provisions that the Village determines are at least as restrictive as those contained in this ordinance, has the applicant requested an exemption?

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5. Has the Village exempted the site or a portion of a site from meeting any or all of the requirements in accordance with sec. 34-110(e) of the Village's ordinance?

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6. **Is the Site Exempt from Submitting an Erosion Control Permit and a Storm Water Management Permit?**

Comments:

Section B - Does the Construction Site Need Erosion Control Permit?

- If question 7 is answered "yes" and 7a is answered "no", the construction is an individual one and two family residential building and does not need an erosion control permit. If question 7 is answered "yes" and 7a is answered "yes", the project needs an erosion control permit.
- If any of the questions 8-13 are answered "yes", the construction site needs an erosion control permit.
- If questions 14 or 15 are answered "yes", the site is exempt from submitting an erosion control permit.

YES

NO

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7. Does the project involve activities the Village determines are required for the construction of individual one and two family residential buildings under SPS 321 Wis. Admin, Code?

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a. If question 13 is answered yes, does the construction of the one and two family residential buildings disturb more than 1 acre?

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8. Does the site disturb a total land surface area of 3,000 square feet or more?

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9. Does the site disturb a surface area of 1 acre or more?

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | 10. Does the project involve excavation or filling, or a combination of excavation and filling, in excess of 400 cubic yards of material? |
| ☐ | ☐ | 11. Does the project involve the laying, repairing, replacing, or enlarging of an underground utility, pipe or other facility, or the disturbance of road ditch, grass swale or other open channel for a distance of 300 feet or more? |
| ☐ | ☐ | 12. Does the project involve the maintenance of an existing storm water BMP? |
| ☐ | ☐ | 13. Are there any land disturbing activities, regardless of size, that the Village determines is likely to cause an adverse impact to the environment or other property, or may violate any other erosion control standard set forth in this ordinance? |
| ☐ | ☐ | 14. Is the project nonmetallic mining activities that are covered under a nonmetallic mining reclamation permit under NR 135 Wis. Admin. Code? |
| ☐ | ☐ | 15. Is the project placing underground pipe or other utility that is plowed or bored into the ground outside areas of channelized runoff and causing no other disturbance? |
| ☐ | ☐ | 16. Does the Construction Site Need Erosion Control Permit? |
- Comments:

Section C - Does the construction Require a Storm Water Management Permit?

- If question 17 is answered "yes" and 17a is answered "no", the construction is an individual one and two family residential building and does not need a storm water management permit. If question 17 is answered "yes" and 17a is answered "yes", the project needs a storm water management permit.
- If any of the questions 18-22 are answered "yes", the site needs to have a storm water management permit.

- | | | |
|--------------------------|--------------------------|---|
| YES | NO | |
| ☐ | ☐ | 17. Does the project involve activities the Village determines are required for the construction of individual one and two family residential buildings under SPS 321 Wis. Admin, Code? |
| ☐ | ☐ | a. If question 13 is answered yes, does the construction of the one and two family residential buildings result in an addition of ½ acre of impervious surface? |
| ☐ | ☐ | 18. Is the project creating a subdivision plat? |
| ☐ | ☐ | 19. Does the project disturb a total land surface area of 1 acre or more? |
| ☐ | ☐ | 20. Does the project involve the construction of a new public or private road of any length? |
| ☐ | ☐ | 21. Does the project ultimately results in the addition of ½ acre or greater of impervious surfaces, including smaller individual sites that are part of a common plan of development? |
| ☐ | ☐ | 22. Does the project involve any other land disturbing or land development activities, as determined by the Village, that would need storm water management? |
| ☐ | ☐ | 23. Does the site need a storm water management permit? |
- Comments:

Types of Developments in the Village of Mukwonago								
Types of Construction Site Applications	1 & 2 Family Residential			Construction Project				
				< 3,000 SF of Disturbance	> 3,000 SF but < 1 Acre of Disturbance		> 1 Acre of Disturbance	
	1.	2.	3.	4.	5.	6.	7.	7.
Description	< 1 Acre of Disturbance and < ½ Acre of Added Imperviousness	< 1 Acre of Disturbance and > ½ Acre of Added Imperviousness	> 1 Acre of Disturbance and > ½ Acre of Added Imperviousness	< ½ Acre of Added Imperviousness	< ½ Acre of Added Imperviousness	> ½ Acre of Added Imperviousness	< ½ Acre of Added Imperviousness	> ½ Acre of Added Imperviousness
Is an Erosion Control Permit Necessary?	Follow SPS 321	Follow SPS 321	YES	NO	YES	YES	YES	YES
Is a Storm Water Management Permit Necessary?	Follow SPS 321	YES	YES	NO	NO	YES	YES	YES

Types of Construction Site Applications

1. Construction of individual one and two family residential buildings under SPS 321 Wis. Admin, Code, less than 1 acre disturbance and less than ½ acre of added impervious. **(Village of Mukwonago to review following SPS 321 Wis. Admin. Code.)**
2. Construction of individual one and two family residential buildings under SPS 321 Wis. Admin, Code, less than 1 acre disturbance and greater than ½ acre of added impervious. **(Village of Mukwonago to review and inspect EC and R/M will review Storm Water Management)**
3. Construction of individual one and two family residential buildings under SPS 321 Wis. Admin, Code, greater than 1 acre disturbance and greater than ½ acre of added impervious. **(R/M will review Plans and perform EC Inspections)**
4. Construction project does not need an erosion control permit and does not need a storm water management permit. **(No action necessary)**
5. Construction project needs an erosion control permit but does not need a storm water management permit. **(R/M will review EC Plans and perform EC Inspections)**
6. Construction project needs an erosion control permit (less than 1 acre disturbance) and a storm water management permit. **(R/M will review Plans and perform EC Inspections)**
7. Construction project needs an erosion control permit (greater than 1 acre disturbance) and a storm water management permit. **(R/M will review Plans and perform EC Inspections)**

Which Construction Site Application does this site fall into? 7

Date Distributed to Appropriate Personnel :

Additional Comments:



Checklist B

Preliminary Storm Water Review Letter Applicability Checklist

Name of Development/Land Being Disturbed:

Date Received:

Section A – Does the site require a Preliminary Storm Water Review Letter?

- A preliminary storm water review letter from the Village Engineer is required for any of the following if question 24 on Checklist A – Section C is answered “yes” for the project:

YES

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NO

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1. Is the project trying to get approval for a preliminary plat?

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2. Is the project trying to get approval for a certified survey map?

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3. Is the project trying to get approval for a site plan?

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4. Is the project trying to get approval for a conditional use permit?

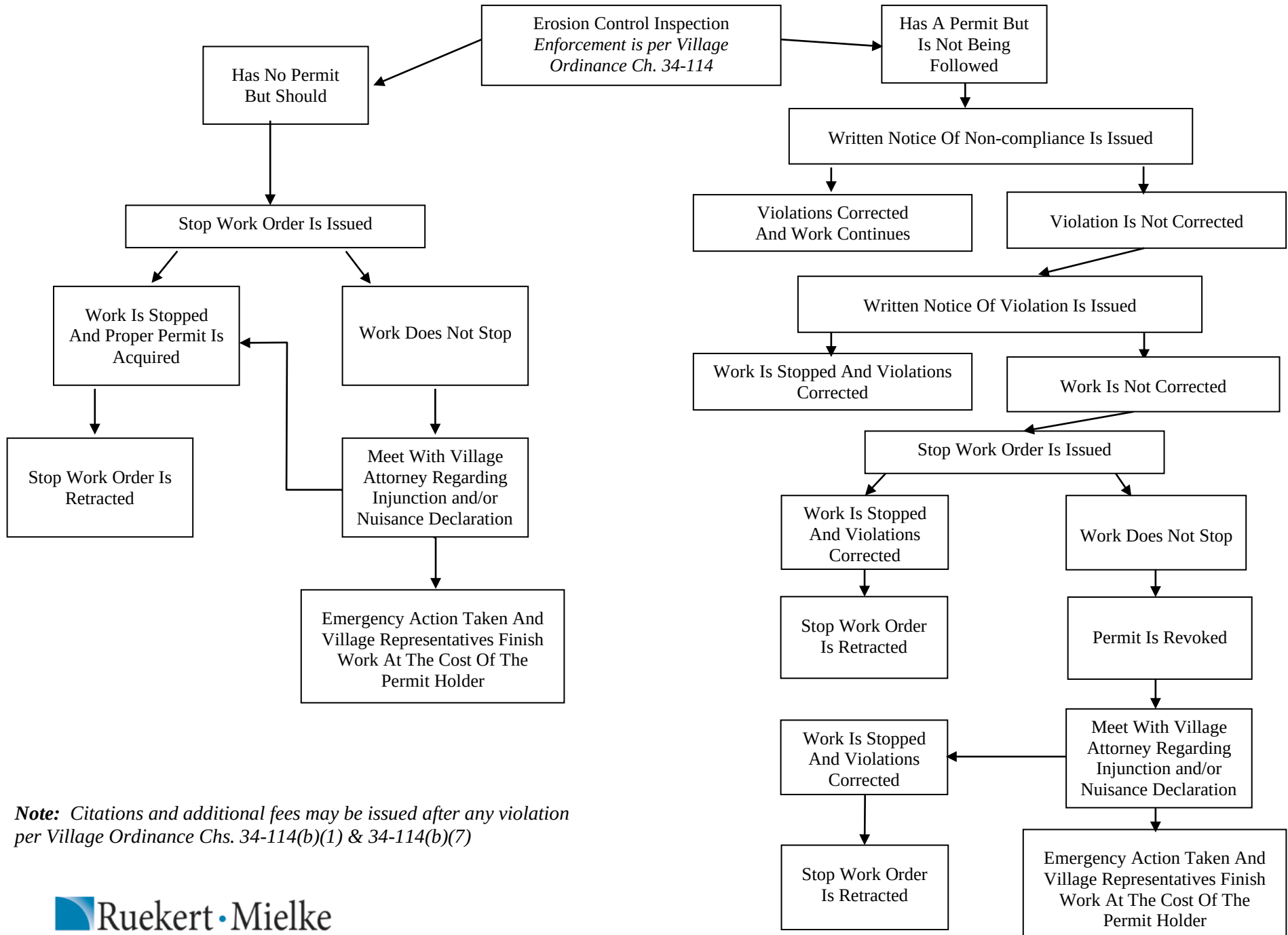
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5. **Does the site require a Preliminary Storm Water Review Letter?**

Comments:

- The Village shall have 15 working days from the date the Village receives the **complete application** to issue a review letter to the applicable review authorities and the applicant based on the requirements of this ordinance.
- For preliminary plats, a Village interdepartmental review meeting shall not be scheduled prior to 5 working days nor more than 10 working days after the application submittal date for a preliminary review letter.

Village of Mukwonago Erosion Control Enforcement Procedure Flow Chart



Note: Citations and additional fees may be issued after any violation per Village Ordinance Chs. 34-114(b)(1) & 34-114(b)(7)

Village of Mukwonago

2.5 Post-Construction Storm Water Management

March 2021

The Village of Mukwonago has adopted an ordinance (Ch. 34-107) which regulates storm water discharges for new development and redevelopment. This program outlines the Village's procedures for post-construction storm water management plan review and local approval, handling of public complaints relating to post-construction storm water management facilities, and long term maintenance, inspections, and enforcement of privately owned facilities.

Process for Obtaining Local Approval & Responding to Complaints

The Village utilizes the Erosion Control and Storm Water Permit Process Flowchart (attached) for approval of storm water practices for new and redevelopment of sites greater than one acre of disturbance. Any citizen complaint is investigated by Village staff with an observation of the site in question.

Storm Water Plan Review

The Village utilizes checklists to ensure that plan reviews and post-construction requirements are met by each site with greater than one acre of land disturbance. The attached checklists (Checklist C and Checklist 3) guide the reviewer through the required components.

Privately-Owned Storm Water Facility Inspections

- Any site that contains a storm water facility (detention pond, infiltration basin, permeable pavement, etc.) shall be inspected at the frequency indicated in the site-specific long-term maintenance plan. Long-term maintenance plans are typically recorded with the county Register of Deeds prior to construction of the facility and are amended to reflected the constructed facility along with a certification by the design professional that they meet the intent of the storm water ordinance.
 - If a long-term maintenance plan does not exist for a particular storm water facility, then the facility shall be inspected at least once every year by the owner of the facility.
- An inspection report shall be completed for each inspection. Inspection reports shall be retained by the storm water facility owner for at least 5 years.
- The inspection reports shall be submitted to the Village at least once every year.
- The responsible party shall cause an inspection to be completed by a qualified professional every 5 years with a copy of this inspection report provided to the Village.
- Any citizen complaint will be investigated by Village staff with an observation of the site in question.
- Failure to perform an inspection and/or submit an inspection report to the Village by August 1st any year will result in a written notice from the Village requiring the inspection be completed and report submitted within a reasonable period of time as determined by the Village. Failure to complete the inspection and submit the inspection report within the above timelines will be considered a violation.

Storm Water Facility Maintenance

- Any maintenance actions or needed repairs identified in the inspection report shall be completed by the owner within a reasonable time period of the inspection as determined by the Village.
- Upon completion of routine maintenance activities, a follow-up inspection report shall be completed to document the corrections and submitted to the Village.
 - Upon completion of removal of accumulated sediment from a storm water facility to re-establish the size and depth of the facility as designed, the facility shall be surveyed to confirm and record the completed work. This survey information shall be submitted to the Village with the post-maintenance work inspection report.

*Local, state or federal permits may apply to storm water facility maintenance activities, depending on the location of the facility and the type of work proposed.

Information on disposal options for sediment removed from storm water facilities can be found on the Wisconsin Department of Natural Resources web-site at: <http://dnr.wi.gov/topic/waste/nr528.html>

Storm Water Facility Maintenance and Inspection Violations and Enforcement Measures

- Failure to complete inspections and/or reports and submit them to the Village within the timelines identified in the notice from the Village is considered a violation.
- Any maintenance activities identified on the storm water facility inspection report that are not completed within a reasonable time period, as determined by the Village shall be considered a violation.
- After discovering a violation due to lack of necessary maintenance activities, the Village shall notify the permit holder in writing. This written notification shall be hand delivered to the permit holder or sent to the last known address, with a reasonable attempt to verify that the permit holder received it.
- If violations are not corrected, the Village may follow the enforcement provisions found in Sec. 34-114 of the Storm Water Ordinance.

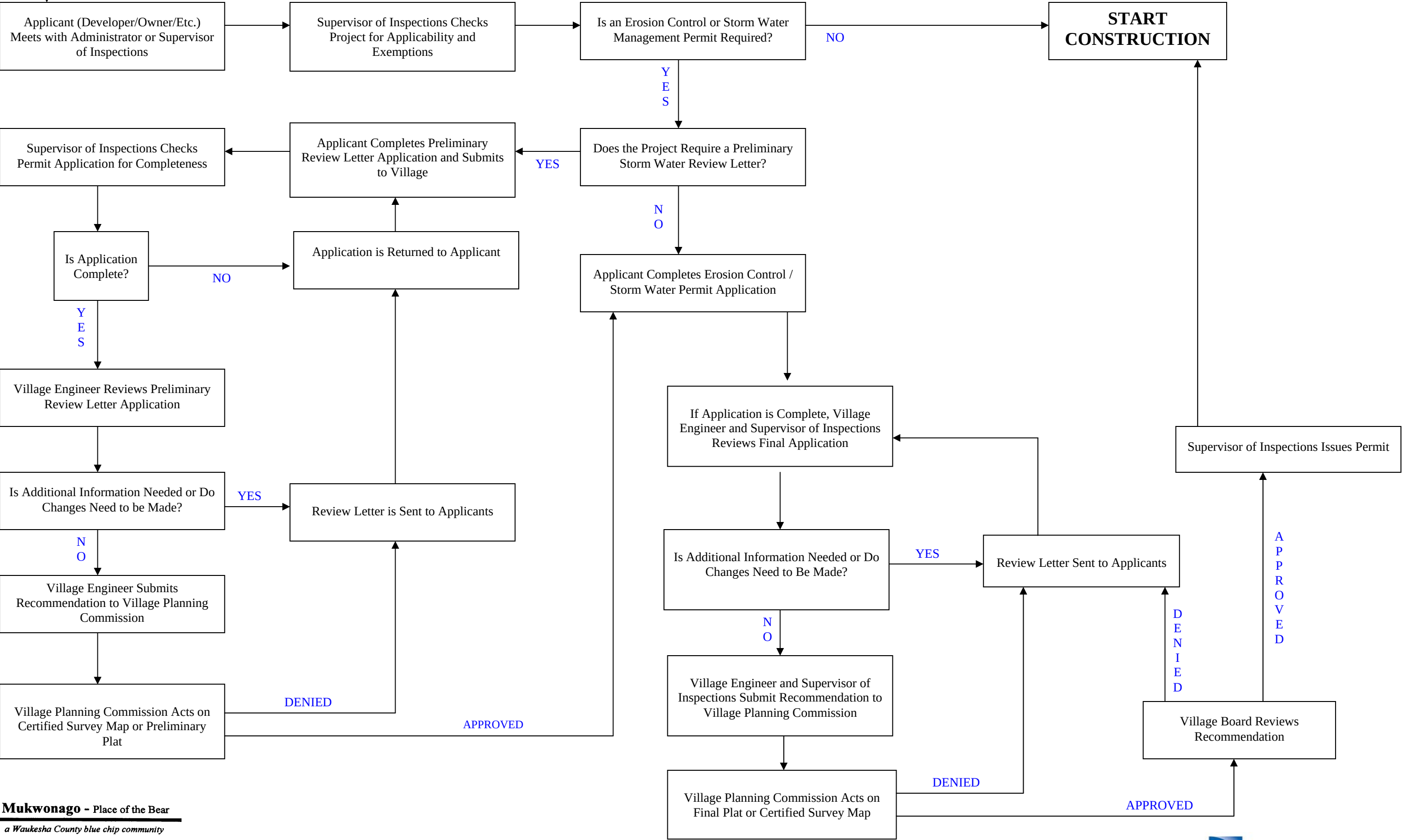
Attachments:

Village of Mukwonago Erosion Control and Storm Water Permit Process Flowchart
Checklist C
Checklist 3
Storm Water Facility Inspection Form

PROJECT STARTS

Village of Mukwonago Erosion Control and Storm Water Permit Process

***NOTE:**
Plan Commission and Village Board Action is only required for Plats of Survey and Certified Survey Maps.



Mukwonago - Place of the Bear
a Waukesha County blue chip community



Checklist C

Preliminary Storm Water Review Letter Application Completeness Checklist

Name of Development/Land Being Disturbed:

Date Received:

Section A – Is the Preliminary Storm Water Review Letter Application Complete?

To request a preliminary review letter, the applicant shall submit a complete application to the Village.

- If any of the questions 1-6 are answered “no”, then the Preliminary Storm Water Review Letter Application is not complete

YES

NO

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1. Is the application completed and signed?

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2. Has the applicant provided certification to pay the review fee?

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3. Has the applicant provided a site plan map in accordance with **Checklist 1**? The site plan map may be in a preliminary stage a prepared for zoning amendments and certified survey maps.

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4. Has the applicant provided a preliminary erosion control plan in accordance with **Checklist 2**?

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5. Has the applicant provided a preliminary storm water management plan in accordance with **Checklist 3** for those sites that propose to add a new road or add 0.5 acres or greater of impervious surfaces, including smaller individual sites that are part of a common plan of development

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6. Has the applicant provided a preliminary maintenance agreement for all storm water BMP's proposed for the site?

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7. **Is the Preliminary Storm Water Review Letter Application Complete?**

Comments:

- The Village shall have 15 working days from the date the Village receives the **complete application** to issue a review letter to the applicable review authorities and the applicant.
- For preliminary plats, a Village interdepartmental review meeting shall not be scheduled prior to 10 working days nor more than 20 working days after the application submittal date for a preliminary review letter.



Checklist #3 Storm Water Management Plan Requirements

Under Village ordinance, additional impervious surfaces may trigger the need for a storm water management plan and permit. A storm water management plan is designed to protect downstream water resources and property owners from water pollution, flooding and other damage caused by urban runoff after a development is complete. Storm water management plans designed to meet the requirements of the Village ordinance shall adhere to the following guiding principles:

- 1) Preserve natural watershed boundaries and drainage patterns;
- 2) Reserve adequately sized areas for storm water infiltration, detention and treatment early in the planning process;
- 3) Locate storm water BMPs prior to runoff leaving the site or entering waters of the state, and outside of wetlands, floodplains, primary or secondary environmental corridors or isolated natural areas.
- 4) Minimize soil compaction and maintain pre-development groundwater recharge areas;
- 5) Minimize impervious surfaces and have them drain to vegetated areas for pollutant filtering and infiltration;
- 6) Emphasize vegetated swales, warm season and wetland plantings and low flow velocities for storm water conveyance, treatment and infiltration, especially for transportation related projects;
- 7) Allow for different storm water management strategies for cleaner runoff (i.e. roofs) versus more polluted runoff (i.e. streets and parking lots);
- 8) Provide for emergency overflow in all storm water BMP designs;
- 9) Distribute storm water bioretention and infiltration BMPs throughout the site plan for large developments.

Storm Water Management Plan Must Include:

- ☐ 1. A **site map** in accordance with Checklist #1. Digital submittal required.
- ☐ 2. **Drafting date** and **contact information** for the project engineer, with the engineer's stamp and date. All other mapping elements and scale consistent with the site plan map;
- ☐ 3. Location of **existing and proposed storm water discharge points**;
- ☐ 4. Delineation and labeling of all proposed **impervious areas** and accompanying area computations.
- ☐ 5. Final **design drawings** of all proposed storm water BMPs with unique references to support documentation, prepared in accordance with minimum Village standards and of sufficient clarity for those responsible for site grading, including:
 - ☐ a. Plan views showing the **location of proposed BMPs** in combination with the site plan map at a scale of 1 inch equals no more than 100 feet;
 - ☐ b. Additional **detail plan view** drawings at a scale of 1 inch equals no more than 40 lineal feet, showing proposed 2 foot contours and all critical design features and elevations;
 - ☐ c. Detailed **cross-sections** and profiles of each BMP, drawn to scale, with locations shown on the plan view, and showing all critical design features, side slopes, structures, soil profiles and elevations, including seasonal high water table and existing grade;
 - ☐ d. Detailed drawings or **material specifications** for inlets or outlets.
- ☐ 6. Type, size, location and cross-sections of all pipes, open channels, grade stabilization structures and other proposed storm water **conveyance systems**, with unique references to support documentation.
- ☐ 7. Location and dimensions of proposed **drainage easements**.

- ☐ 8. Location, dimensions and surfacing materials or soils data of proposed **access lanes** and delineations of easements needed to allow future maintenance of storm water BMP's. Minimum width of any access easement shall be 15 feet.
- ☐ 9. Location of soil borings and **soil profile evaluations** with surface elevations and unique references to supplemental data sheets, as needed to determine feasibility of any proposed storm water BMP and to comply with applicable technical standards such as basement/groundwater separation requirements.
- ☐ 10. Detailed **construction notes** explaining all necessary procedures to be followed to properly implement the plan, including planting and landscaping specifications, timing and sequencing of construction and any temporary measures needed to protect BMPs during the construction phase.
- ☐ 11. Detailed **construction inspection plan**, outlining the critical elements in the plan that need to be surveyed or inspected by a representative of the project engineer, the Village, and the timing and notification requirements involved (Identify who is responsible).
- ☐ 12. A final **BMP maintenance agreement** in accordance with ordinance requirements.
- ☐ 13. Support documentation summarized in accordance with Village standards, must include at least the following:
 - ☐ a. A **narrative** summary of the storm water plan. (May combine with erosion control plan).
 - ☐ b. **Maps** of existing and proposed **watersheds**, subwatersheds, Tc/Tt flow paths, soil types, hydrologic soil groups, land uses/cover type and runoff curve numbers within the site and draining into the site from adjacent properties, with unique references to hydrology data summaries and the ultimate receiving water body(s) for off-site discharges.
 - ☐ c. Pre-development and post-development **hydrology** and pollutant loading (if applicable) **data** for each watershed, such as peak flows and runoff volumes, as needed to meet the requirements of the ordinance. All major assumptions used in developing the input parameters shall be clearly stated and cross-referenced to the maps.
 - ☐ d. **Impervious** surface maps and calculations of runoff volumes and effective infiltration areas.
 - ☐ e. **Hydraulic & hydrologic data summaries** for all existing and proposed pipes, channels, grade stabilization structures and other runoff conveyance systems, and the necessary documentation to demonstrate compliance with the site drainage requirements (see pg. 4).
 - ☐ f. **BMP design data** for each proposed BMP, showing how it complies with applicable technical standards and the requirements of the ordinance, following approved Village format.
 - ☐ g. **Soil evaluation reports** with matching references to map features, location and elevations.
 - ☐ h. A cover sheet **stamped and signed by a professional engineer** registered in the State of Wisconsin indicating that all plans and supporting documentation have been reviewed and approved by the engineer and certifying that, to the best of their knowledge, the submitted plans comply with the requirements of the ordinance.
 - ☐ i. For sites where changes are proposed in storm water flow paths or where proposed storm water discharges may otherwise have a significant negative impact on downstream property owner(s), the Village may require the applicant to submit written authorization or complete other legal arrangements with the affected property owner(s).

Summary of Storm Water Management Plan Technical Requirements

Listed below is a brief summary of the specific storm water management planning requirements and performance standards that must be met on all sites. It is highly recommended that the applicant meet with the Village prior to preparing a site plan to determine the applicability of these requirements early in the planning process. Please note that this is only a summary. It is intended to be a general guide for the project engineer. For details on any of the items listed, see the ordinance.

1. Peak Discharge. The calculated post-development peak storm water discharge rate for the 100 year design storm shall not exceed the calculated pre-development discharge rates for the 10-year design storm and the calculated post-development peak storm water discharge rate for the 2 and 10 year design storms shall not exceed the calculated pre-development discharge rates for the 2-year design storm. The post-development peak storm water discharge rate for the 1-year, 24-hour design storm and ensure that it not exceed the calculated pre-development peak discharge rate for the 1-year 24-hour design storm.
2. Total Suspended Solids. By design, each storm water management plan must meet the following post-development total suspended solids (TSS) reduction targets, based on average annual rainfalls, as compared to no runoff management controls:
 - A. For new land development and in-fill development, 80% reduction in total suspended solids load.
 - B. For redevelopment, 40% reduction of total suspended solids load from parking areas and roads.

3. Infiltration.

Minimum Infiltration Volumes (%)

Percent Connected Impervious Surface	Description/Example Land Uses	Post-Development Infiltration Volume ^a	Maximum Effective Infiltration Area
Up to 40%	Description: Low imperviousness	90% of pre-development ^b	1% of site
>40% up to 80%	Description: Medium imperviousness	75% of pre-development	2% of site
>80%	Description: High imperviousness	60% of pre-developments	2% of site

***Note:** All percentages are based on average annual rainfall. To avoid downstream flooding and chronic wetness issues from stormwater discharges, the post-development infiltration volume for low density residential developments shall not be less than 25% of the 2-year, 24-hour storm, in accordance with subsection 7, below.

4. Protective Areas. A “protective area” is a vegetative buffer that must be maintained between a proposed impervious surface and the nearest water resource, measured from the “top of channel”. Storm water BMPs may be located in the area, but cannot encroach on wetlands, floodplains or environmental corridors. Minimum widths of protective areas are shown in the table below:

Site Description	Protective Area Min. Width
All Lakes and Streams (See County GIS System)	50 Lineal Feet
"Outstanding" and "Exceptional Resource Waters" Wetlands:	75 Lineal Feet
• Highly Susceptible.	75 Lineal Feet
• Less Susceptible.	10 % of Average Wetland Width
Concentrated Flow Channels (>130 Acre Drainage)	10 Lineal Feet

5. Fueling and Vehicle Maintenance Areas. Must have BMPs designed, installed and maintained to reduce petroleum within runoff, such that the runoff that enters waters of the state contains no visible petroleum sheen.

6. Site Drainage.

- A. *Drainage easements* must be recorded to preserve major storm water flow paths, specify maintenance responsibilities, restrict buildings/structures and prevent any grading, filling or other activities that obstruct flows.
- B. *Site grading* must ensure positive flows away from all buildings, roads, driveways/septic systems, coordinate with general drainage patterns for the area, and minimize adverse impacts on adjacent properties.
- C. *Street drainage* must prevent concentrated flows from crossing the traffic lanes. Design flow depths at the road centerline must not exceed 6 inches during the 100-year, 24-hour design storm (planned land use).
- D. *Bridges and cross-culverts* must facilitate fish passage and prevent increased flooding or channel erosion upstream or downstream from the structure. All bridges and cross culverts on collector and arterial roadways shall be designed to convey the 100-year, 24-hour design storm. All bridges and cross culverts on local roadways shall be designed to convey the 10-year, 24-hour design storm while providing an overland flow path for the 100-year, 24-hour design storm. A floodplain analysis is required for all projects impacting a navigable waterway.
- E. *Basement floor* surfaces must be built at least 1 foot above the seasonal high water table elevation and avoid all hydric soils.
- F. *Open channels* must carry flows from a 100-year, 24-hour design storm. Side slopes shall be no steeper than 3h:1v and the longitudinal slope shall be no flatter than 1 percent.
- G. *Storm sewers* shall be designed to convey the 10-year, 24-hour design storm while providing an overland flow path which does not impact structures for the 100-year, 24-hour design storm.
- H. *Buildings* must be protected from 100-year, 24-hour design flows for all drainage systems. For homes and businesses (human occupancy), the following additional requirements shall apply (by deed restriction):
 - The lowest elevation of the structure that is exposed to the ground surface must be at least 2 feet above the 100-year flow elevation.
 - Must be setback at least 50 feet from the 100-year flow line.

Note: The Village may establish more stringent requirements than those listed based on unique site conditions, such as sensitive water resources or downstream landowner impacts.

The Village requires map items listed above to be submitted in digital form, if available.

Pond Information							
Pond ID:				Pond Type:			
Location:							
Subdivision:				Watershed:			
Capacity:				Acres:			
Overflow Elev:				100 Year Elev:			
Year Constructed:				Date Input:			
Water Quality:				Private:			
Inspection Details							
Inspector Name(s):							
Inspection Date:			Start Time:			End Time:	
Weather Condition:					Last Rainfall Date:		
Issue	Checked			Maintenance Needed			Comments
	Y	N	N/A	Y	N	N/A	
Dry Pond							
1. Standing water or wet spots?	N/A			N/A			
2. Sediment or trash accumulation?	N/A			N/A			
3. Low flow channels unobstructed?	N/A			N/A			
4. Other?	N/A			N/A			
Wet Pond							
1. Removal of floating debris required?	N/A			N/A			
2. Visible oil/chemical presence?	N/A			N/A			
3. Evidence of wave action?	N/A			N/A			
4. Safety shelf erosion or failure?	N/A			N/A			
5. Other?	N/A			N/A			
Infiltration Basin							
1. Standing water or wet spots?	N/A			N/A			
2. Sediment or trash accumulation?	N/A			N/A			
3. Under drain functioning?	N/A			N/A			
4. Other?	N/A			N/A			

Issue	Checked			Maintenance Needed			Comments
	Y	N	N/A	Y	N	N/A	
Vegetation							
1. Adequate vegetation cover?			N/A			N/A	
2. Appropriate vegetation?			N/A			N/A	
3. Presence of invasive or undesirable vegetation/woody growth?			N/A			N/A	
4. Excessive nuisance aquatic vegetation present?			N/A			N/A	
5. Other?			N/A			N/A	
Sediment Forebays							
1. Is sediment accumulation >50%? If yes, maintenance is needed immediately.			N/A			N/A	
2. Evidence of excessive velocity/scour?			N/A			N/A	
3. Maintenance access clear of obstructions?			N/A			N/A	
4. Other?			N/A			N/A	
Embankment & Emergency Spillway							
1. Is the spillway level?			N/A			N/A	
2. Adequate Freeboard? (min 1' from top of bank to highest outlet)			N/A			N/A	
3. Embankment erosion evident?			N/A			N/A	
4. Cracking, bulging or sliding of embankment?			N/A			N/A	
5. Evidence of animal burrows?			N/A			N/A	
6. Seepage evident on exterior face of embankment?			N/A			N/A	
7. Vertical & horizontal alignment of top of dam as per plans?			N/A			N/A	
8. Emergency spillway clear of obstructions & debris?			N/A			N/A	
9. Maintenance access clear of obstruction?			N/A			N/A	
10. Other?			N/A			N/A	

Issue	Checked			Maintenance Needed			Comments
	Y	N	N/A	Y	N	N/A	
Riser & Outfall Spillway							
1. Low flow orifice obstructed?			N/A			N/A	
2. Low flow trash rack debris/corrosion?			N/A			N/A	
3. Weir trash rack debris/corrosion?			N/A			N/A	
4. Excessive sediment accumulation inside the riser?			N/A			N/A	
5. Sediment accumulation in outlet pipe?			N/A			N/A	
6. Outfall channels functioning?			N/A			N/A	
7. Under drain functioning?			N/A			N/A	
8. Slope protection or rip-rap failures?			N/A			N/A	
9. Other?			N/A			N/A	
Other							
1. Encroachments on pond or easement area?			N/A			N/A	
2. Complaints from residents?			N/A			N/A	
3. Odor?			N/A			N/A	
4. Mowing required?			N/A			N/A	
5. Graffiti removal needed?			N/A			N/A	
6. Insects in excess?			N/A			N/A	
7. Public hazards?			N/A			N/A	
8. Other?			N/A			N/A	
Summary:							
Inspector Remarks:							

Village of Mukwonago

Inspection and Maintenance of Municipally Owned or Operated Storm Water Management Facilities

July 2016

Purpose of Storm Water Facility Inspections and Maintenance

Design and construction of storm water detention ponds, infiltration basins, biofilters, permeable pavement systems, and other treatment facilities started in the Village of Mukwonago 15-20 years ago, and continue today. These systems are designed to reduce the amount of sediment, nutrients, metals and other pollutants that run off the streets and lands in the Village and flow into the lakes, creeks and wetlands, causing harm to aquatic habitat and water quality.

The Village of Mukwonago is required to ensure inspections and maintenance activities are being performed on the municipally owned or operated storm water facilities designed and constructed to improve water quality flowing through the municipal storm sewer system and ultimately into local lakes, streams and wetlands. This requirement is found in sections 2.5 and 2.6 of the WPDES Municipal Separate Storm Sewer System (MS4) Permit no. WI-S050075-2, issued on April 29, 2014.

Municipally “owned” storm water facilities include detention ponds, infiltration basins, biofilters, permeable pavement and other systems located on *municipal* property, and are owned and maintained by the municipality.

Municipally “operated” storm water facilities include detention ponds, infiltration basins, biofilters, permeable pavement and other systems located on *private* property, which the private property owners are required to inspect and maintain. The Village is required, through the MS4 permit, to ensure inspections and subsequent maintenance activities are being performed on these facilities to maintain the water quality treatment capabilities of the system as designed.

Municipally Owned Storm Water Facility Inspections

- Village staff will inspect municipally owned storm water facilities once per year.
- Inspection reports will be recorded on a spreadsheet or other tracking system, and reports will be retained for at least 5 years.

Privately-Owned (Municipally Operated) Storm Water Facility Inspections

- Any site that contains a storm water facility (detention pond, infiltration basin, permeable pavement, etc.) shall be inspected at the frequency indicated in the site-specific long-term maintenance plan. Long-term maintenance plans are typically recorded with the county Register of Deeds prior to construction of the facility and are amended to reflected the constructed facility along with a certification by the design professional that they meet the intent of the storm water ordinance.
 - If a long-term maintenance plan does not exist for a particular storm water facility, then the facility shall be inspected at least once every year by the owner of the facility.
- An inspection report shall be completed for each inspection. Inspection reports shall be retained by the storm water facility owner for at least 5 years.
- The inspection reports shall be submitted to the Village at least once every year.
- The responsible party shall cause an inspection to be completed by a qualified professional every 5 years with a copy of this inspection report provided to the Village.
- Any citizen complaint will be investigated by Village staff with an observation of the site in question.
- Failure to perform an inspection and/or submit an inspection report to the Village by August 1st any year will result in a written notice from the Village requiring the inspection be completed and report submitted within a reasonable period of time as determined by the Village. Failure to complete the inspection and submit the inspection report within the above timelines will be considered a violation.

Storm Water Facility Maintenance

- Any maintenance actions or needed repairs identified in the inspection report shall be completed by the owner within a reasonable time period of the inspection as determined by the Village.
- Upon completion of routine maintenance activities, a follow-up inspection report shall be completed to document the corrections and submitted to the Village.
 - Upon completion of removal of accumulated sediment from a storm water facility to re-establish the size and depth of the facility as designed, the facility shall be surveyed to confirm and record the completed work. This survey information shall be submitted to the Village with the post-maintenance work inspection report.

*Local, state or federal permits may apply to storm water facility maintenance activities, depending on the location of the facility and the type of work proposed.

Information on disposal options for sediment removed from storm water facilities can be found on the Wisconsin Department of Natural Resources web-site at: <http://dnr.wi.gov/topic/waste/nr528.html>

Storm Water Facility Maintenance and Inspection Violations and Enforcement Measures

- Failure to complete inspections and/or reports and submit them to the Village within the timelines identified in the notice from the Village is considered a violation.
- Any maintenance activities identified on the storm water facility inspection report that are not completed within a reasonable time period, as determined by the Village shall be considered a violation.
- After discovering a violation due to lack of necessary maintenance activities, the Village shall notify the permit holder in writing. This written notification shall be hand delivered to the permit holder or sent to the last known address, with a reasonable attempt to verify that the permit holder received it.
- If violations are not corrected, the Village may follow the enforcement provisions found in Sec. 34-114 of the Storm Water Ordinance.

Pond Information							
Pond ID:				Pond Type:			
Location:							
Subdivision:				Watershed:			
Capacity:				Acres:			
Overflow Elev:				100 Year Elev:			
Year Constructed:				Date Input:			
Water Quality:				Private:			
Inspection Details							
Inspector Name(s):							
Inspection Date:			Start Time:			End Time:	
Weather Condition:					Last Rainfall Date:		
Issue	Checked			Maintenance Needed			Comments
	Y	N	N/A	Y	N	N/A	
Dry Pond							
1. Standing water or wet spots?	N/A			N/A			
2. Sediment or trash accumulation?	N/A			N/A			
3. Low flow channels unobstructed?	N/A			N/A			
4. Other?	N/A			N/A			
Wet Pond							
1. Removal of floating debris required?	N/A			N/A			
2. Visible oil/chemical presence?	N/A			N/A			
3. Evidence of wave action?	N/A			N/A			
4. Safety shelf erosion or failure?	N/A			N/A			
5. Other?	N/A			N/A			
Infiltration Basin							
1. Standing water or wet spots?	N/A			N/A			
2. Sediment or trash accumulation?	N/A			N/A			
3. Under drain functioning?	N/A			N/A			
4. Other?	N/A			N/A			

Issue	Checked			Maintenance Needed			Comments
	Y	N	N/A	Y	N	N/A	
Vegetation							
1. Adequate vegetation cover?			N/A			N/A	
2. Appropriate vegetation?			N/A			N/A	
3. Presence of invasive or undesirable vegetation/woody growth?			N/A			N/A	
4. Excessive nuisance aquatic vegetation present?			N/A			N/A	
5. Other?			N/A			N/A	
Sediment Forebays							
1. Is sediment accumulation >50%? If yes, maintenance is needed immediately.			N/A			N/A	
2. Evidence of excessive velocity/scour?			N/A			N/A	
3. Maintenance access clear of obstructions?			N/A			N/A	
4. Other?			N/A			N/A	
Embankment & Emergency Spillway							
1. Is the spillway level?			N/A			N/A	
2. Adequate Freeboard? (min 1' from top of bank to highest outlet)			N/A			N/A	
3. Embankment erosion evident?			N/A			N/A	
4. Cracking, bulging or sliding of embankment?			N/A			N/A	
5. Evidence of animal burrows?			N/A			N/A	
6. Seepage evident on exterior face of embankment?			N/A			N/A	
7. Vertical & horizontal alignment of top of dam as per plans?			N/A			N/A	
8. Emergency spillway clear of obstructions & debris?			N/A			N/A	
9. Maintenance access clear of obstruction?			N/A			N/A	
10. Other?			N/A			N/A	

Issue	Checked			Maintenance Needed			Comments
	Y	N	N/A	Y	N	N/A	
Riser & Outfall Spillway							
1. Low flow orifice obstructed?			N/A			N/A	
2. Low flow trash rack debris/corrosion?			N/A			N/A	
3. Weir trash rack debris/corrosion?			N/A			N/A	
4. Excessive sediment accumulation inside the riser?			N/A			N/A	
5. Sediment accumulation in outlet pipe?			N/A			N/A	
6. Outfall channels functioning?			N/A			N/A	
7. Under drain functioning?			N/A			N/A	
8. Slope protection or rip-rap failures?			N/A			N/A	
9. Other?			N/A			N/A	
Other							
1. Encroachments on pond or easement area?			N/A			N/A	
2. Complaints from residents?			N/A			N/A	
3. Odor?			N/A			N/A	
4. Mowing required?			N/A			N/A	
5. Graffiti removal needed?			N/A			N/A	
6. Insects in excess?			N/A			N/A	
7. Public hazards?			N/A			N/A	
8. Other?			N/A			N/A	
Summary:							
Inspector Remarks:							



Office of the Village Public Works Dept.

440 River Crest Court, Mukwonago, Wisconsin 53149 | (262) 363-6447 | Fax: (262)363-7197
www.villageofmukwonago.com

Village of Mukwonago Pollution Prevention Plan

Revised February 2021

The Village is covered under the Wisconsin Department of Natural Resources' (WDNR) WPDES Municipal Separate Storm Sewer System Permit No. WI-S050075-3, reissued on May 1, 2019. The intent of the MS4 permit program is to minimize the discharge of pollutants into the local lakes, streams, and wetlands via the Village's storm water conveyance system.

The Village of Mukwonago has been conducting a pollution prevention program since 2010, when it was first required under the WPDES Municipal Separate Storm Sewer System (MS4) Permit No. WI-S050075-1.

The Village of Mukwonago is located within the (IL) Fox River Basin. A Total Maximum Daily Load analysis (TMDL) is currently under development for this basin and is anticipated to be completed in 2023-2025. This TMDL is anticipated to address the Total Suspended Solids (TSS) and phosphorus that is impairing waterways in the basin.

The Village Public Works Director will administer the pollution program.

The following permit sections have independent written programs:

- **2.6.1 Stormwater BMP Inspection and Maintenance Program**
- **2.6.2 BMP Inspections**
- **2.6.3 Stormwater Pollution Prevention Plans (SWPPP) for Municipal Properties**
- **2.6.6 Winter Road Management (Includes Section 2.6.9 Staff Training Program)**

The Village has not entered a program for adding nutrients to our municipal properties at this time. In the event the village begins a program, a written policy and documentation program will be in effect before the process begins. The written program will be attached to the subsequent annual MS4 report.

The Village of Mukwonago is divided into five zones. These zones are used to identify areas when completing inspections and maintenance.

Street Sweeping (2.6.5.a.)

The Village uses a vacuum sweeper to collect debris on urban sections of streets. Operations begin in spring as weather permits and are conducted four times annually. The zones mentioned above are used as a tracking method for staff to ensure completion for round of sweeping. The fourth round of sweeping is conducted just prior to leaf fall and the beginning of leaf collection.



Office of the Village Public Works Dept.

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New employees are trained by the mechanic on operation and maintenance for the unit. Operators are trained in the areas of operation, preventive maintenance and common issues associated the unit's performance.

Catch Basin Cleaning (2.6.5.b.)

Village staff clean one fifth of the catch basins annually. The above-mentioned zone map is used a guide to ensure each CB is cleaned one once per permit term. Inspections are completed at the time of cleaning and documented on the villages GIS for future reference and documentation. Work orders are created for repairs and any unusual debris removed are noted.

Equipment used in the process include the street sweeper and a jetter/vacuum truck.

Material Handling and Disposal (2.6.5 c.)

Debris collected from street sweeping and catch basin cleaning are stored in a concrete bin under tarp until removal. The Village contracts with a garbage and recycling contractor for disposal at an appropriate land fill. An annual report outlining weights, time and facility location for documentation is requested by the Village from the contractor.

Leaf Collection (2.6.5 d.)

The Village contracts for residential yard waste collections with the current garbage and recycling contractor for its yard waste recycling program, including leaf collection. Eight collection events are conducted annually with focused collections in November and December for leaves. The quarterly recycling report from the contractor contains the weight of yard waste collected. Fourth quarter data is used for reporting purposes on the annual MS4 report.

Residents are required to place leaves in compostable paper bags or reusable refuse containers at the curb for collection.

Leaves that accumulate in the streets are removed by Village staff with a vacuum sweeper. The sweeper is run at a lower RPM during leaf collection operations to prevent contamination from normal street debris. Leaves collected by street sweeper are composted at the Village DPW yard for internal use.

Leaves from Village facilities and parks are mulched on site and left in place. Leaves at sites with insufficient areas for onsite composting will have the leaves collected and disposed of at the DPW yard composting site.

**VILLAGE OF MUKWONAGO
WAUKESHA/WALWORTH COUNTIES**

RESOLUTION 2021-14

A Resolution Adopting the Village of Mukwonago Snow and Ice Control Policy

WHEREAS, the Village currently does not have a formal policy for snow and ice control measures and guidelines; and

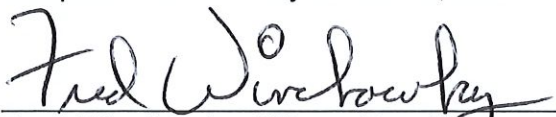
WHEREAS, a written procedure is required by the Wisconsin DNR for the MS4 permit, and

WHEREAS, a formal process allows for a more standardized approach that staff will use during winter events, outlining procedures for pre-event, event, and post event measures taken to provide safe drivable streets within the Village; and

WHEREAS, the Public Works Committee has reviewed the Village of Mukwonago Snow and Ice Control Policy and recommends its final adoption.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Village Board of the Village of Mukwonago hereby approves the Village of Mukwonago Snow and Ice Control Policy dated March 17, 2021, as attached hereto.

Adopted this 17th day of March, 2021.



Fred Winchowky, Village President

Attest:



Diana Dykstra, Clerk-Treasurer

SNOW AND ICE CONTROL POLICY



Adopted by the Village Board March 17, 2021

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I. INTRODUCTION

PURPOSE

The purpose of this manual is to establish an acceptable policy and operational procedures for snow and ice control on public streets and parking under the jurisdiction of the Village of Mukwonago. This policy provides a uniform understanding of the priorities and procedures used to combat accumulation of snow and ice on Village streets.

OBJECTIVE

The objective of these policies and procedures is to provide adequate traction for vehicles properly equipped for winter driving conditions. Priority is given to streets which carry the largest traffic volume. Limited resources preclude service on lower priority streets until higher priority streets have been completed. It should be expected that during storms of high intensity or long duration and during non-regular working hours, drivers on lower priority streets will encounter snow-covered or icy conditions. Snow and ice control operations will continue during regular hours and/or until all streets have passable pavement or when plowing and de-icing is no longer effective.

SCOPE

This policy applies only to public streets under the jurisdiction of the Village of Mukwonago. The village has approximately 91 lane miles of arterial, collector and residential streets that it maintains. Snow removal on county and state highways is provided by Waukesha County.

The Public Works Department is responsible for snow removal from 11 village-owned public parking lots and 3 miles of village-maintained sidewalks. The Utilities Department is responsible for 9 facility lots.

Village ordinance assigns the responsibility of sidewalk snow removal from the Village to the adjacent property owner. § 74-8 **Snow and ice removal**. [Ord. No. 880, § I, 9-16-2014; Ord. No. 910, § I, 3-15-2016]

II. POLICIES

RESPONSIBILITY

The responsibility for implementing the snow and ice control policy lies with DPW supervision, or designee. The Village of Mukwonago Police Department may request operations during off hours by contacting the assigned DPW supervision.

TRAINING

Prior to the start of the snow season, the Department of Public Works will conduct training activities for personnel that will be involved in snow control activities. The training will consist of classroom, hands-on equipment operation and calibration.

WEATHER MONITORING

DPW supervision will use the National Weather Service, local meteorologists, and on-line resources to develop a mobilization plan for each winter event.

COMMENCEMENT OF OPERATIONS

The Department of Public Works will monitor conditions whenever there is danger of ice or snow conditions developing on village streets. The Police Department also reports icy conditions to the DPW after regular working hours. The Village of Mukwonago Police Department may request operations during off hours by contacting the assigned DPW supervision.

PRIORITIES

A limited number of resources and the need to provide the greatest level of safety and benefit to the traveling public, in an efficient manner, necessitate that priority be given to certain heavily used streets above others more minor in nature. Therefore, streets with higher intensity use have a higher priority for snow removal service. Minor streets which require proportionally more time for snow removal for traffic served have a lower priority.

DEVEATION FROM POLICY

Deviations from standard policies and procedures may occur due to unusual or extraordinary circumstances. Every winter storm has unique characteristics such as storm intensity, duration, wind, temperature, and moisture content that influence the methodology used in response to each storm.

Deviations and exceptions from the general priorities and procedures may be made when, in the judgment of the responsible authority, such deviations will best support meeting established objectives and ensuring public safety.

The time required to clear snow and ice from streets depends on a variety of conditions often unique to each storm event. The strategies used to plow streets depend on several factors including:

- Snowstorm intensity and accumulation.
- Anticipated snowstorm duration.
- Type of snow, ranging from light/dry to heavy/wet.
- Ambient air and pavement surface temperatures before and expected after snowfall.
- High winds and drifting conditions.
- Traffic conditions, weekday versus weekend.
- Time of day.
- Time of season – fall, winter, or spring; and
- Availability of equipment and staff.

III. OPERATIONS PLAN

EQUIPMENT RESOURCES

Six (6) single axel patrol trucks equipped with a 2-way plow, wing, salter/sander and pre-wet. One (1) baby dump truck with a 2-way plow and salt/sander. One (1) wheel loader with a 2-way plow and wing. One (1) pickup truck with a plow.

The department may at times utilize equipment from the Utilities Department to assist with snow removal activities. This equipment includes one (1) pickup truck with a 2-way plow and a skid loader.

STAFFING

There are seven employees who work full time for the Department of Public Works. These employees can operate plows, sanders, and front-end loaders for snow

removal. Seven (7) staff members from the Utilities Department are available when snow events require additional support or equipment operators.

RESPONSE PLAN

When weather forecasts indicate a pending storm is anticipated to deposit snow within the Village, public works staff will begin applying salt-brine (anti-icing) to priority streets to aid in ice and snow control. This application can generally be completed within eight hours and helps prevent the occurrence of ice buildup on these higher priority streets.

Each plow route contains priority streets and areas of concentrated traffic such as schools, industrial parks, police, and fire services, and will be cleared of snow and are deemed safe for travel during or after a snow event. Snow removal operations shift to secondary streets and cul-de-sacs after priority street have been cleared. Public facilities and public parking lots are cleared at the same time as street operations. Village maintained sidewalk will be cleared within 24 hours after a snowfall ends per village ordinance. Cul-de-sacs, multi-use trails and park lots/roads will be cleared as time allows during normal hours of operation.

PRE-STORM APPLICATION OF SALT BRINE

Anti-icing is considered the most cost-effective method of preventing snow and ice from bonding to the pavement. Application rates require far less material when compared to de-icing operations. Brine applied before an event allows for cleaner mechanical removal and requires less salt for deicing. The DPW will begin applying salt-brine to priority streets identified on the **Primary Anti-Icing Route** when weather forecasts indicate a storm is anticipated. Salt brine is applied at 40 gallons per lane mile when conditions outlined on the **Anti-Icing Flow Chart** are met.

DE-ICING

De-icing is generally completed along with plowing in conformance with the priority road response system. Pre-wetting of salt prior to dispensing prevents dry salt from bouncing and blowing off the road. This is a cost-effective measure while reducing environmental impacts. Current village equipment uses pre-wet units that spray a salt brine solution on the spinner at a rate of 10 gallons per ton of salt. Staff refer to the **Winter Maintenance Application Guideline** for salt application rates based on best practices of similar events. Rates are adjusted as conditions change. Sanding alone is conducted when roads are icy and low temperatures make salt ineffective on snow-packed roads.

Once operations have begun, de-icing will continue until the selected streets have had traction restored. Depending on the weather conditions, arterial and collector streets

may receive multiple applications along with other high use intersections or streets with inclines.

MATERIALS

Salt pre-wet with chemical blends as outlined Winter Maintenance Application Guideline is used for deicing operations.

For sanding operations, salt and sand mixtures will be used in different amounts, depending on pavement/air temperature and the amount of precipitation. Generally, a mixture consisting of two (2) parts sand to one (1) part salt is used.

SALT STORAGE

The salt storage facility at 630 Veterans Way East has a capacity of approximately 1,000 tons. Orders for salt delivery are regularly made to keep the storage facility at capacity.

BRIDGES

Bridges often become icy before the adjacent streets because the ambient air temperature is lower beneath the bridges than the ground temperature beneath the pavement. Bridges are monitored for icy conditions department staff personnel during normal working hours and after-hours by the Police Department.

Salt brine is usually applied to bridge decks before a snow or ice event to prevent the snow and ice from bonding to the bridge deck. If ice is present, a salt and sand mixture may be spread to increase traction and melt ice.

CUL-DE-SACS

To become more efficient, crews will make one (1) full pass around the perimeter of the cul-de-sac with a snowplow. When clearing the cul-de-sac, snow will be pushed to a safe location for storage. Snow will be removed from the cul-de-sac later when storage capacity is reached.

LOADING AND HAULING OF SNOW

Snow removal will begin after streets, municipal facility parking and village sidewalks are cleared and deemed not hazardous. Village crews will remove snow from the downtown business district when parking, passenger loading and unloading become

hazardous. Loading and hauling snow is time-consuming and will be performed in other areas as time allows during normal hours of operation.

PUBLIC RELATIONS

Providing information to the public is a vital part of the snow removal process. Residents need to know how they can help facilitate snow removal and what to expect in terms of a response by village crews to winter storms. Messages sent to the public can range from simple requests to remove parked vehicles from the street, to notification of street closures, or snow emergencies.

Prior to snow season each year, the village will convey information regarding the sidewalk ordinance and parking restrictions.

The Department of Public Works will work closely with the Police Department to convey information regarding snow removal activities as needed and to request resident compliance with snow removal and parking restrictions.

DISPATCHING REQUESTS FOR SERVICE

Since snowplow operators are already trained to follow priorities established by policies and procedures contained herein, it is inefficient to respond to individual concerns before allowing operators to respond in accordance with existing procedures.

The Police Department dispatch center will log requests for service and forward these logs to snow removal supervision for review and potential action. DPW Supervision will use these logs to direct operators to areas of concern, after they have achieved the goals established within existing snow removal policies.

V. OPERATIONAL PROCEDURES FOR DIFFERENT STORM INTENSITIES

The following procedures describe implementation of the Operations Plan for various storm intensities. These procedures are intended as an aide to supervisors and management staff to ensure essential actions are taken. Variations to these procedures may be made by public work supervision, or his designate, to best meet the demands of changing storm events. These procedures will also help provide residents with a better understanding of how the Village manages snow removal.

MINOR SNOW EVENT

Generally, < four (4) inches' accumulation of snow within the roadway.

Anti-icing operations will begin when conditions as outlined in the **Anti-Icing Flow Chart** and may start up to 72 hours in advance of an event.

Plowing and deicing operations begin when unsafe conditions warrant, or cleanup operations begin. Initially one patrol truck to be placed in service to when conditions become hazardous. Primary streets, arterials and hospital routes will be priority for this initial response route.

Additional trucks will be dispatched when conditions require a more effective response or the initiation of cleanup operations.

Sidewalk snow removal operations begin after street operations are completed.

AUTHORITY

Public Works Supervision or designee during off-hours has the authority to call-out an initial response unit for the Primary Route. Public Works Supervision has the authority to place additional units in service.

MODERATE SNOW EVENT

Generally, four – eight (4– 8) inches' anticipated accumulation of snow within the roadway.

Anti-icing operations will begin when conditions as outlined in the **Anti-Icing Flow Chart** are met and may start up to 72 hours in advance of an event.

Plowing and deicing operations when unsafe conditions warrant, or cleanup operations begin. Initially one patrol truck to be placed in service to when conditions become hazardous. Primary streets, arterials and hospital routes will be priority for this initial response route.

Additional trucks will be dispatched when conditions require a more effective response or the initiation of cleanup operations.

Sidewalk snow removal operations begin after street operations are completed.

AUTHORITY

Public Works Supervision or designee during off-hours has the authority to call-out an initial response unit for the Primary Route. Public Works Supervision has the authority to place additional units in service as needed.

ADDITIONAL RESOURCES NEEDED

During events in the upper range, an additional pickup and wheel loader equipped with a plow and wing will be placed into service requiring support from two utility staff members.

HEAVY SNOW EVENT

Generally, > eight (8) inches accumulation of snow within the roadway.

Anti-icing operations will begin when conditions as outlined in the **Anti-Icing Flow Chart** and may start up to 72 hours in advance of an event.

Plowing and deicing operations when unsafe conditions warrant, or cleanup operations begin. Initially one patrol truck to be placed in service to when conditions become hazardous. Primary streets, arterials and hospital routes will be priority for this initial response route.

Additional trucks will be dispatched when conditions require a more effective response or the initiation of cleanup operations.

Sidewalk snow removal operations begin after street operations are completed.

AUTHORITY

Public Works Supervision or designee during off-hours has the authority to call-out an initial response unit for the Primary Route. Public Works Supervision has the authority to place additional units in service as needed.

ADDITIONAL RESOURCES NEEDED

One (1) an additional pickup and the wheel loader equipped with a plow and wing will be placed into service requiring support from three (3) utility staff members.

SNOW EMERGENCY

Generally, when eight (8) inches or more snow anticipated within the roadway and/or storm durations exceed 24 hours a snow emergency will be called. Eliminating street parking during plowing operations provides for a more efficient process and a quicker return to winter street parking privileges. § 82-177 **Parking during snowstorm emergency**. [Code 1966, § 4.16; Ord. No. 888, § 1, 12-16-2014; Ord. No. 895, § IV, 3-17-2015]

Resources will be committed to priority streets first. Additional resources, as described below, will be brought in to clear lower-priority roads. Only after priority streets are cleared, will all resources be shifted to the remaining streets and cul-de-sacs.

AUTHORITY

Public Works Supervision has the authority to callout and direct snow removal resources. The Public Works Director coordinates public information updates through Village Administrator and the Village of Mukwonago Police Department. The Public Works Director may also seek assistance from other departments within the village to provide additional labor to meet the conditions.

VI. PUBLIC INFORMATION

PUBLIC INFORMATION

The Village of Mukwonago Police Department will notify the following TV and radio stations notifying residents that on-street parking restrictions will be actively enforced.

WTMJ (TV channel 4, 94.5 FM and 620 AM)
WITI (TV channel 6)
WISN (TV channel 12)
WDJT (TV channel 58)

The Police Department will also post notices on the RAVE alert system, community message centers and the department's Facebook page.

Additional departments may post notices to their social media accounts,

ON-STREET PARKING

It is dangerous and difficult to plow narrow streets that are congested with parked vehicles. Plowing around parked cars limits the effectiveness of snow removal activities. Some narrow streets may not be plowed if equipment cannot safely drive down them. The most helpful thing residents can do to facilitate snow removal is to move vehicles off the street and encourage their neighbors to do the same.

To facilitate snow removal, the police department will enforce the village's winter parking ordinance requiring alternate side on-street parking. § 82-231 **Winter parking on through highways.** [Code 1966, § 4.24(8); Ord. No. 888, § I, 12-16-2014; Ord. No. 937, § II, 10-17-2017; Ord. No. 953, § 11, 11-15-2018] § 82-191 **At certain hours and dates.**

[Code 1966, § 4.24(1); Ord. No. 394, § 1, 12-18-1984; Ord. No. 530, § 1, 11-11-1993; Ord. No. 603, § I, 9-2-1997; Ord. No. 608, § I, 12-16-1997; Ord. No. 806, § I, 7-17-2007; Ord. No. 817, § I, 2-17-2009; Ord. No. 822, § I, 6-16-2009; Ord. No. 888, § 1, 12-16-2014; Ord. No. 941, § I, 12-19-2017]

SNOW BLOWING

Blowing, throwing, or pushing snow from driveways and walks into the street creates additional work for snowplow operators and may create significant traffic hazards. Some businesses and residents have pushed large piles of snow into the street, hoping it would melt quickly. The snow pile is a hazard itself, but the ice created when the melting snow refreezes can make the situation even more dangerous. Move snow onto landscaped areas in the yard or parking lot. Village Code prohibits placing snow upon any public street, sidewalk, easement, right-of-way, or public way, or sidewalk. 34-32(a)(10). § 34-32 **Public nuisances affecting peace and safety.** [Code 1966, § 16.02(4)(a) — (q); Ord. No. 611, § I, 1-6-1998; Ord. No. 804, § I, 5-15-2007]

CUL-DE-SACS

There are approximately 56 cul-de-sacs in the Village. It takes considerably longer to clear snow from cul-de-sacs than other "uninterrupted" stretches of village streets. Cul-de-sacs will be cleared, but it will likely be several days after a major storm ends.

Parking on cul-de-sac. Between November 1 through March 31, no person shall park any motor vehicle, which may interfere with snow and/or ice control operations, within a cul-de-sac upon the streets as set forth in the most current Village Board traffic resolution. § 82-180 **Miscellaneous parking restrictions.**

[Code 1966, § 4.09(5); Ord. No. 581, § 1, 11-5-1996; Ord. No. 588, § I, 1-7-1997; Ord. No. 596, § I, 4-15-1997; Ord. No. 805, § I, 6-19-2007; Ord. No. 818,

§ I, 2-17-2009; Ord. No. 888, § 1, 12-16-2014; Ord. No. 937, § I, 10-17-2017; Ord. No. 953, § I, 11-15-2018

SIDEWALKS

Snowplow operators try to avoid placing snow on sidewalks, but in some instances this may not be possible. The adjacent property owner is responsible to keep sidewalks clear.

RESIDENTIAL DRIVEWAYS

One of the most frequent concerns in the removal of snow from public streets is snow being deposited at the approach to residential driveways during plowing operations. As plows travel along streets, the snow accumulated on the plow blade has no place to go but on to the adjacent street landscaping areas and in driveways. The more snow that has fallen, the greater the problem encountered.

Residents can help this situation by piling snow they have shoveled from their driveways on to the right side facing the street, instead of placing it on both sides at the end of the driveway. By doing so operators can avoid carrying piles from the “upstream” portion of the street back across driveways.

MAIL DELIVERY

Village snow removal operators make every effort to remove snow as close to the curb as practical and to provide access to mailboxes for postal carriers. However, it is not always possible to provide ideal conditions and not damage mailboxes with the size and type of equipment the village operates. Therefore, the final cleaning adjacent to mailboxes is the responsibility of each resident.

If there is an accumulation of snow blocking your mailbox, it is the property owner’s responsibility to remove the snow so the mailbox can be reached by your letter carrier and label it with your address and the words “U.S. Mail.”

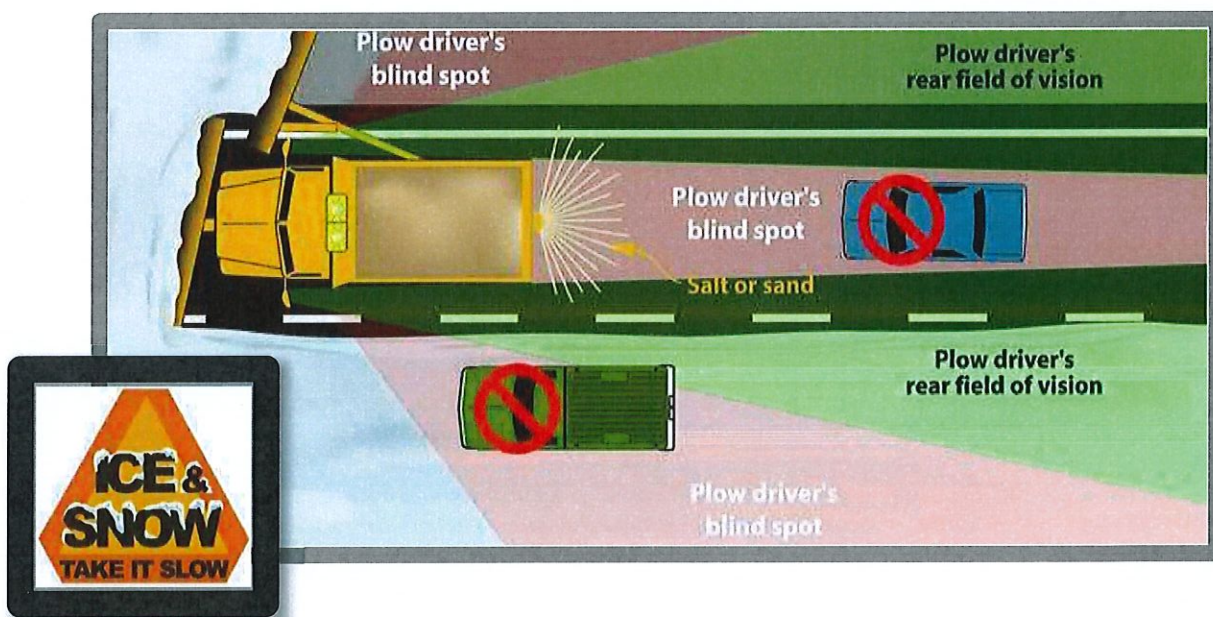
PROPERTY DAMAGE CLAIMS

Incidents involving contact between Village equipment and private property typically occur within the public right-of-way. Although the public right-of-way is maintained by the adjacent property owner, there are times when the right-of-way is the only available space to store excess snow removed from the roads. A village right-of-way is commonly defined as roadway, sidewalks, terrace (grass strip) curbs and gutters. Terrace areas may be necessary to serve as excess snow storage, therefore, actions taken by operators can occasionally result in property damage, particularly during blizzard conditions or night-time snow plowing.

In the event of damage to property during snow removal, the property owner should notify the Public Works Office by calling (262) 363-6447 or by filling out a REPORT A CONCERN email on the Village's website <https://villageofmukwonago.com/>. The claim will then be reviewed to determine if the damage was a result of impact with a plow blade or other piece of equipment. It should be noted that mailboxes should be constructed to United States Postal service (USPS) standards and be able to withstand the force of snow rolling off a plow. Mailboxes That extend beyond the curb face into the street will be replaced or repaired by village staff.

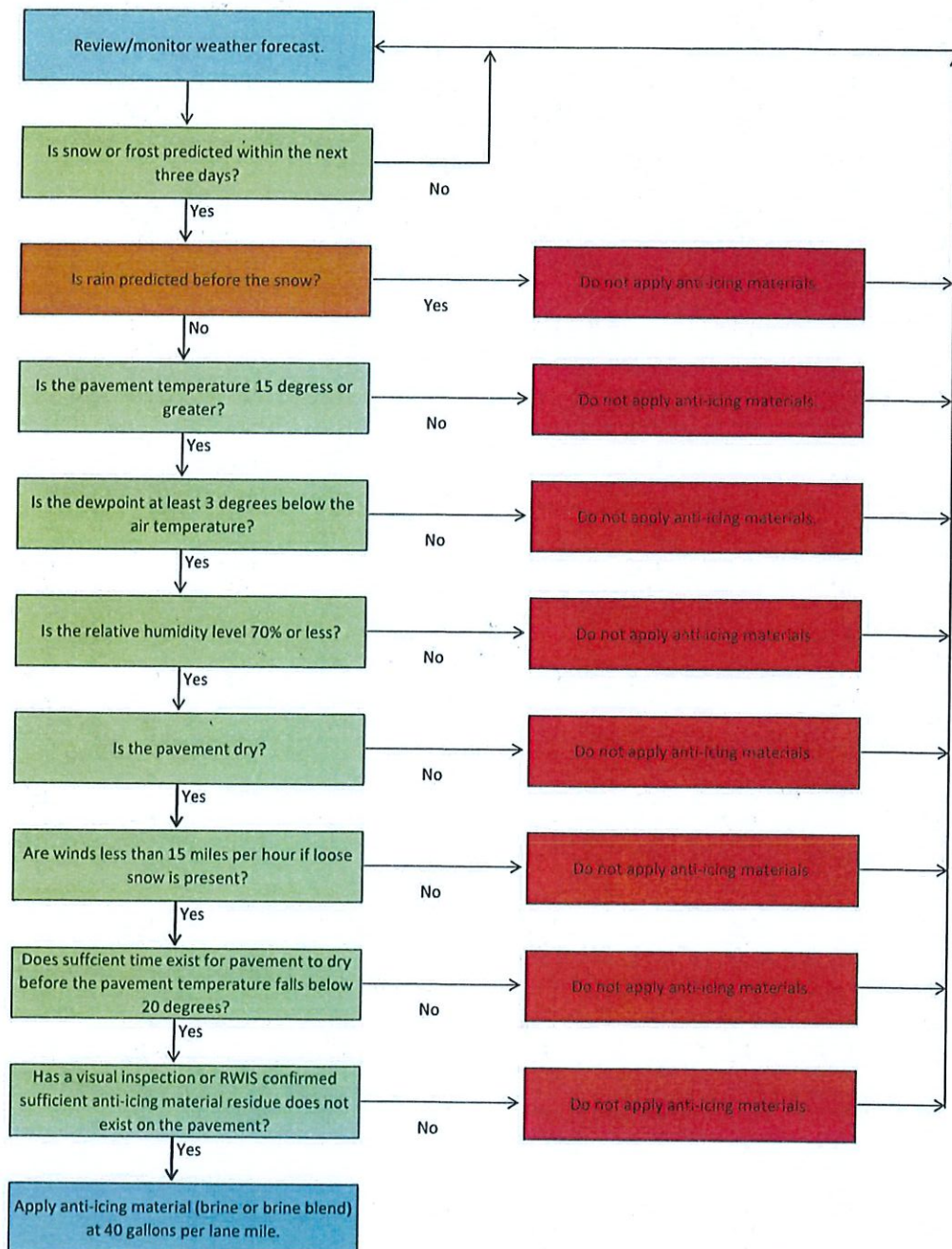
SAFETY TIPS

- When trucks are plowing snow and spreading sanding material, stay back from the vehicle 100 feet to avoid problems.
- Plow trucks often must back up. There are blind spots in the mirrors. For your safety, do not pull up directly behind them. They may not be able to see you.
- When cleaning driveways or parking lots, do not put snow in the street. This can cause problems for other motorists.
- Plow trucks generally push snow to the passenger side of the truck (right side when looking at it from the rear). Never attempt to pass a truck on the right since there can be much more snow on that side of the vehicle.



ANTI-ICING FLOW CHART

Anti-Icing Application Decision Flowchart



WINTER MAINTENANCE APPLICATION GUIDELINE

Highway Division Application Rate Guidelines

Appendix H

24' of pavement (typical two-lane road)

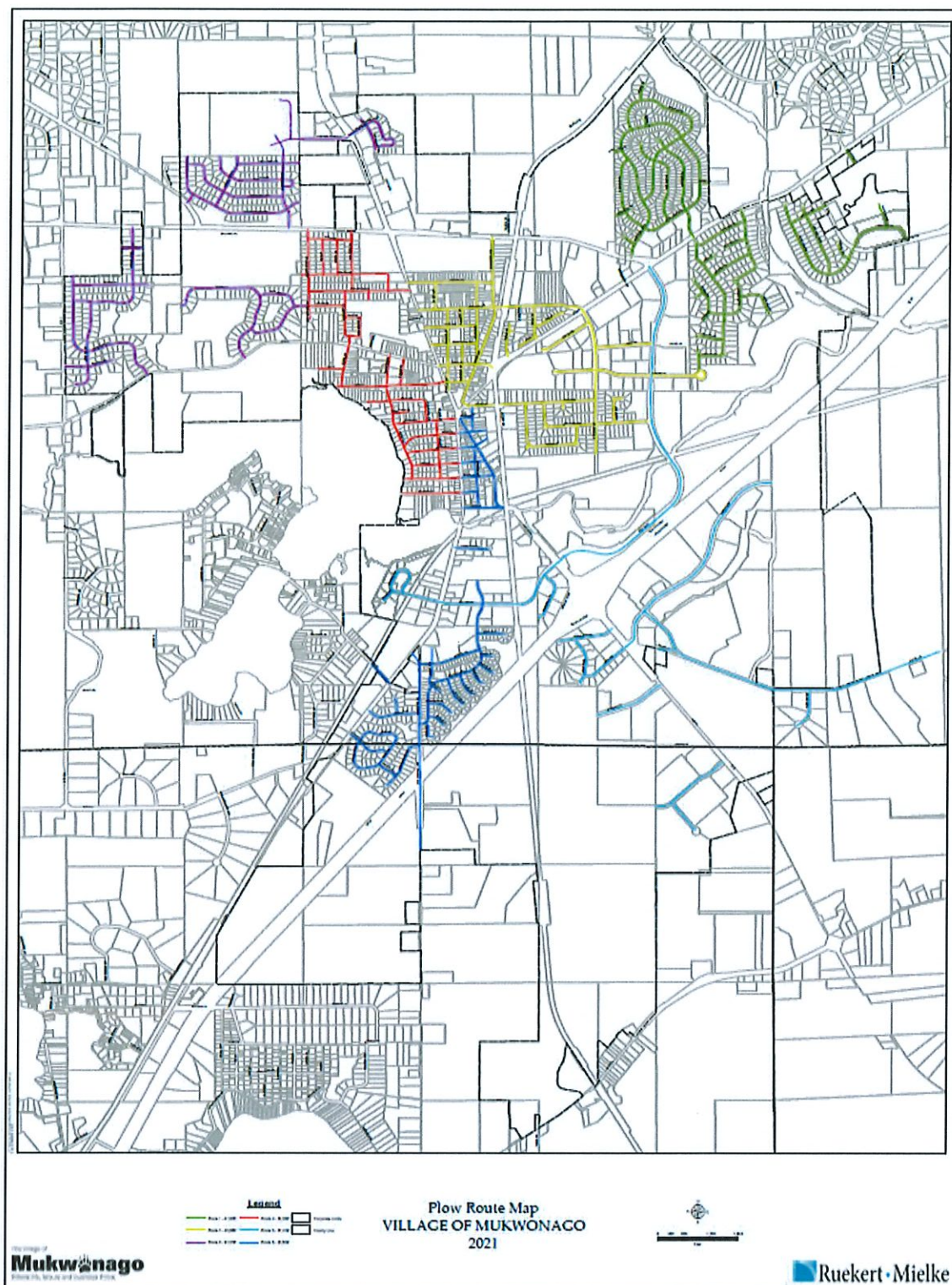
These rates are not fixed values, but rather the middle of a range to be selected and adjusted by an agency according to its local conditions and experience.

Pavement Temp. (°F) And Trend ↑↓	Weather Condition	Maintenance Actions	lbs / two – lane mile			
			Salt Prewetted/ Pretreated With Salt Brine	Salt Prewetted/ Pretreated With Other Blends	Dry Salt*	Winter Sand (abrasives)
>30°↑	Snow	Plow, treat Intersections only	80	70	100*	Not recommended
	Freezing Rain	Apply chemical	80 - 160	70 - 140	100 – 200*	Not recommended
30°↓	Snow	Plow & apply chemical	80 - 160	70 - 140	100 – 200*	Not recommended
	Freezing Rain	Apply chemical	150 - 200	130 - 180	180 – 240*	Not recommended
25 - 30°↑	Snow	Plow & apply chemical	120 - 160	100 - 140	150 – 200*	Not recommended
	Freezing Rain	Apply chemical	150 - 200	130 - 180	180 – 240*	Not recommended
25-30°↓	Snow	Plow & apply chemical	120 - 160	100 - 140	150 – 200*	Not recommended
	Freezing Rain	Apply chemical	160 - 240	140 - 210	200 – 300*	400
20 - 25°↑	Snow or Freezing Rain	Plow & apply chemical	160 - 240	140 - 210	200 – 300*	400
20 - 25°↓	Snow	Plow & apply chemical	200 - 280	175 - 250	250 – 350*	Not recommended
	Freezing Rain	Apply chemical	240 - 320	210 - 280	300 – 400*	400
15 - 20°↑	Snow	Plow & apply chemical	200 - 280	175 - 250	250 – 350*	Not recommended
	Freezing Rain	Apply chemical	240 - 320	210 - 280	300 – 400*	400
15 - 20°↓	Snow or Freezing Rain	Plow & apply chemical	240 - 320	210 - 280	300 – 400*	500 for Freezing Rain
0-15°↑↓	Snow	Plow, treat w/blends, sand hazardous areas	Not recommended	300 - 400	Not recommended	500 – 750 spot treat as needed
< 0°	Snow	Plow, treat w/blends, sand hazardous areas	Not recommended	400 – 600**	Not recommended	500 – 750 spot treat as needed

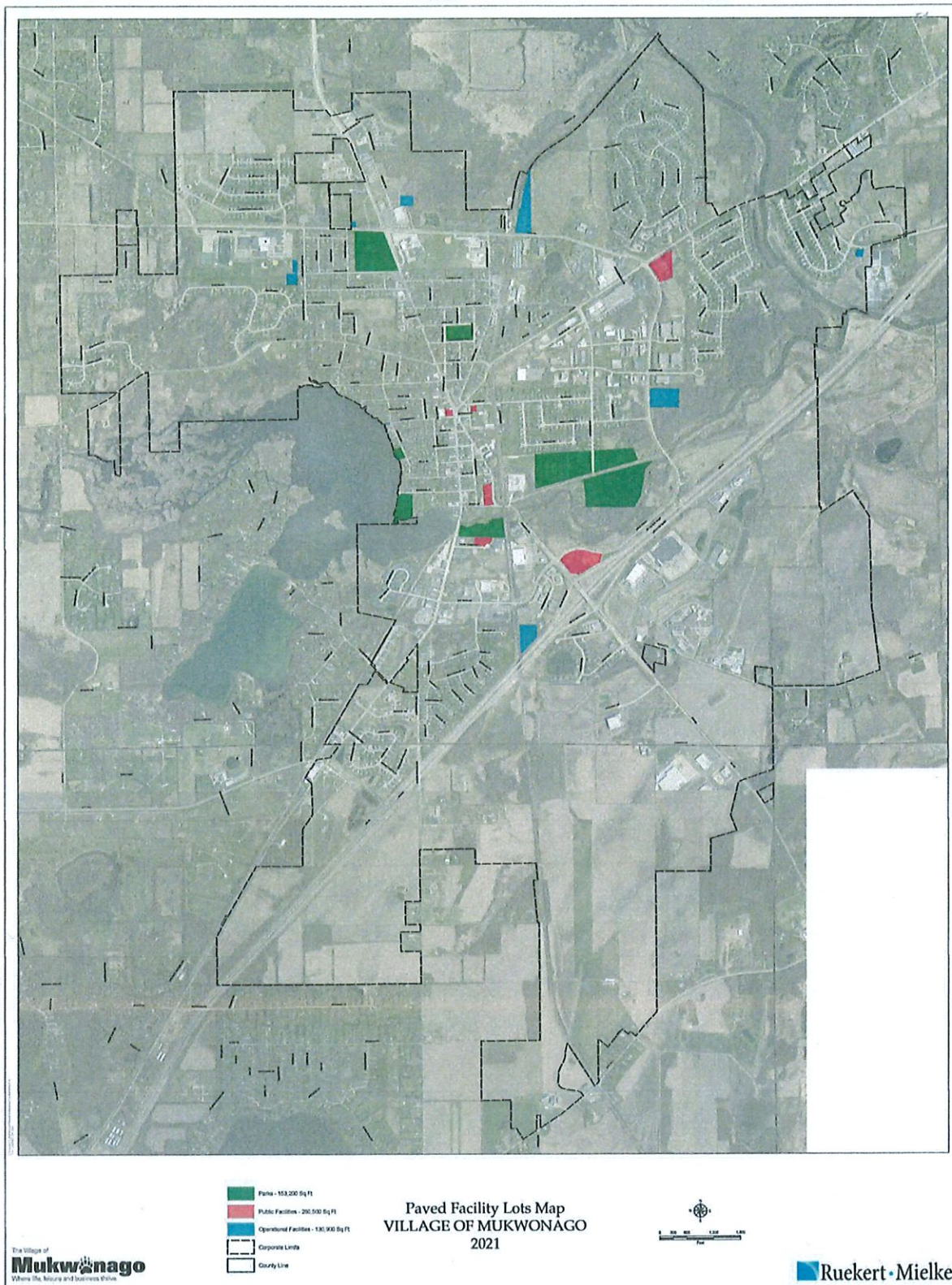
* Dry salt is not recommended. It is likely to blow off the road before it melts ice

** A blend of 6 – 8 gal/ton $MgCl_2$ or $CaCl_2$ added to $NaCl$ can melt ice as low as - 10°

PLOW ROUTES



VILLAGE FACILITIES AND PUBLIC PARKING LOTS



VILLAGE ORDINANCES

§ 74-8 Snow and ice removal. [Ord. No. 880, § I, 9-16-2014; Ord. No. 910, § I, 3-15-2016]

The owner, occupant or person in charge of each and every building or structure or unoccupied lot in the Village fronting or abutting any street shall clean or cause to be cleaned the sidewalk in front of or adjoining each such home, building or unoccupied lot, as the case may be, of snow or ice to the width of such sidewalk within 24 hours after snowfall ceases and shall cause the sidewalk to be kept clear from ice and snow, provided that when the ice has formed on a sidewalk so that it cannot be immediately removed, such persons shall keep the sidewalk sprinkled with sand or salt. For purposes of this section, sidewalk shall include the handicapped access ramps between the sidewalk and roadway.

§ 82-177 Parking during snowstorm emergency.[Code 1966, § 4.16; Ord. No. 888, § 1, 12-16-2014; Ord. No. 895, § IV, 3-17-2015]

(a)

Emergency declarations. The Village Board hereby declares that an emergency exists in the Village whenever a snowfall during any period of 24 hours or less, is predicted to, or does reach a depth of six inches or more, as reported by the weather service. Such emergency is declared to be a serious public hazard impairing transportation and public health, safety, and welfare for a period of 48 hours or until such earlier time as snow removal operations have been declared completed by the public works director. From Subsection **82-180(d)**, "Snow emergency parking restrictions" whenever the Village President shall, by reason of heavy snowstorm or blizzard, proclaim a snow emergency pursuant to W.S.A., §§ 323.11 and 323.14, no person shall park, stop, or leave standing any vehicle upon the streets or any portion of the streets during the hours set forth in such proclamation.

(b)

Parking regulations during snow emergencies. Whenever an emergency exists and the public works director shall cause announcement of such emergency to be made by not less than two radio stations whose normal operating range covers the Village, and thereafter, no person shall park, or suffer to be parked, any vehicle of any kind or description in an area marked by temporary no parking signs or between the hours of 12:00 p.m. and 6:00 a.m., inclusive, upon any street in the Village; provided, however, that, notwithstanding such emergency restrictions, vehicles may be parked for a period of time not longer than three minutes for actually loading or unloading of passengers, or 30 minutes for actually loading or unloading of property; and provided further that no other regulation restricting parking as to place, time, or manner is violated thereby.

c)

Authorization of erection of no parking signs. Pursuant to the provisions of W.S.A., §§ 323.11 and 323.14, the public works director is authorized to erect temporary no parking signs during the existence of an emergency created by a snowstorm or excessive snowfall which impairs or prevents the full use of any highway, street, or roadway for transportation.

(d)

Snow tow-away zone. The public works director is hereby authorized to cause the towing away of vehicles parked in violation of this section.

(e)

Penalty for violation of section. Notwithstanding any other provisions of this chapter, any person violating the provisions of this section shall pay a forfeiture as set forth in the most current Village Board bail bond resolution, plus penalty assessment and court costs and, upon failure to pay any forfeiture, penalty assessment and court costs imposed, may be imprisoned not exceeding six months or until such forfeiture, penalty assessment and costs are paid. This provision is based upon the special penalty provisions of W.S.A., §§ 323.11 and 323.14.

§ 82-180 Miscellaneous parking restrictions.

[Code 1966, § 4.09(5); Ord. No. 581, § 1, 11-5-1996; Ord. No. 588, § I, 1-7-1997; Ord. No. 596, § I, 4-15-1997; Ord. No. 805, § I, 6-19-2007; Ord. No. 818, § I, 2-17-2009; Ord. No. 888, § 1, 12-16-2014; Ord. No. 937, § I, 10-17-2017; Ord. No. 953, § I, 11-15-2018]

(h)

Parking on cul-de-sac. Between November 1 through March 31, no person shall park any motor vehicle, which may interfere with snow and/or ice control operations, within a cul-de-sac upon the streets as set forth in the most current Village Board traffic resolution.

§ 82-231 Winter parking on through highways. [Code 1966, § 4.24(8); Ord. No. 888, § I, 12-16-2014; Ord. No. 937, § II, 10-17-2017; Ord. No. 953, § 11, 11-15-2018]

(a)

A night privilege parking permit issued under this division shall not permit parking in violation of any other provision of this article relating to time, place, and manner of parking, stopping, or standing of vehicles, including regulations relating to civil defense and snow emergencies.

(b)

A night privilege parking permit issued under this division shall not permit parking of any motor vehicle which may interfere with snow and/or ice control operations within

a cul-de-sac upon the streets as set forth in the most current Village Board traffic resolution.

§ 82-191 At certain hours and dates.

[Code 1966, § 4.24(1); Ord. No. 394, § 1, 12-18-1984; Ord. No. 530, § 1, 11-11-1993; Ord. No. 603, § I, 9-2-1997; Ord. No. 608, § I, 12-16-1997; Ord. No. 806, § I, 7-17-2007; Ord. No. 817, § I, 2-17-2009; Ord. No. 822, § I, 6-16-2009; Ord. No. 888, § 1, 12-16-2014; Ord. No. 941, § I, 12-19-2017]

(a)

No person shall park or leave standing any vehicle on any public highway of the Village for more than 30 minutes between the hours of 2:00 a.m. and 6:00 a.m. from November 1 through March 31.

§ 34-32 Public nuisances affecting peace and safety.

[Code 1966, § 16.02(4)(a) — (q); Ord. No. 611, § I, 1-6-1998; Ord. No. 804, § I, 5-15-2007]

(a) The following acts, omissions, places, conditions, and things are hereby declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety:

(10) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by the ordinances of the Village or which, although made in accordance with such ordinances, are kept or maintained for an unreasonable or illegal length of time after the purpose thereof has been accomplished. Obstructions of streets or alleys includes the depositing or placing of leaves, brush or snow into the street or alley.

USPS MAILBOX INSTALLATION RECOMMENDED GUIDELINES

Mailbox Installation

How to Set Up & Mount a Mailbox

Follow U.S. Postal Service® guidelines for installing and placing a new mailbox at your home. Get tips on the best materials to use to set up a curbside mailbox and how to keep it in good condition. Make sure that your mail carrier always has a clear path to your mailbox whether it is by the street or mounted on your house.



Curbside Mailboxes

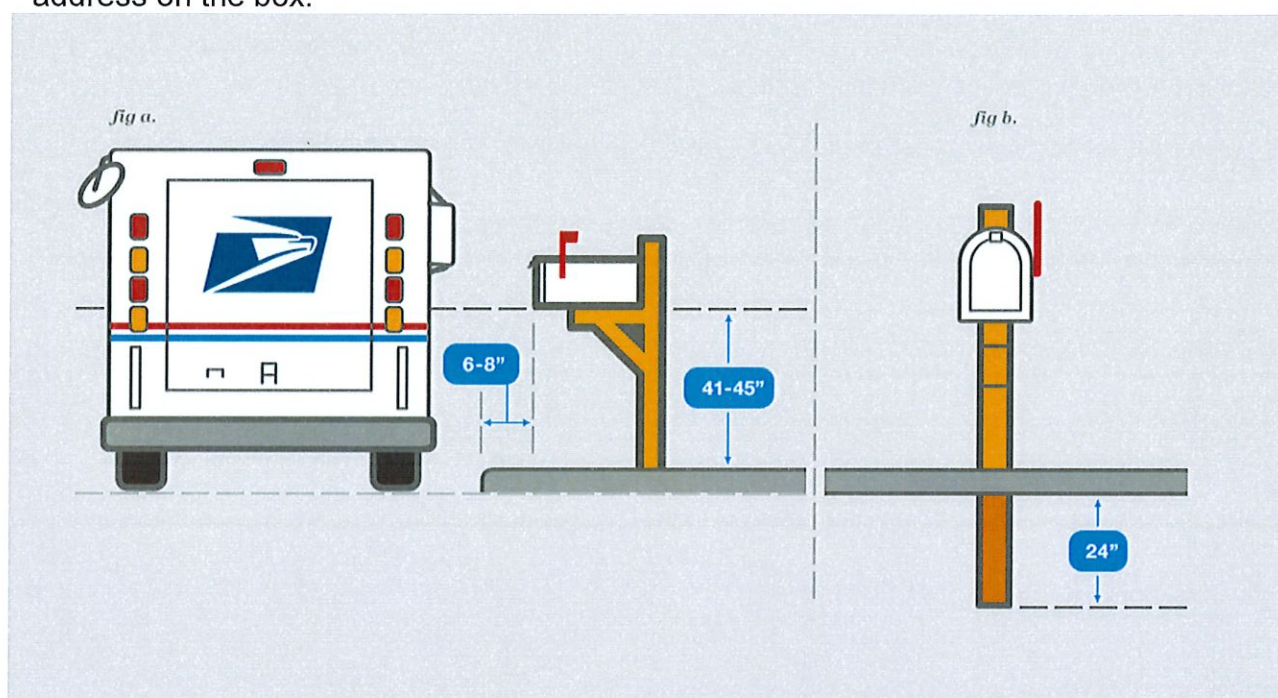
Mailbox Size & Construction Standards

A mailbox with the Postmaster General's (PMG) seal of approval meets USPS size and construction standards. If you build your own mailbox or buy a custom-made one, it must meet the PMG standards. Show your local postmaster your mailbox plans or your custom-made box for approval.

Where to Place the Mailbox

Here are some helpful guidelines to follow when placing your mailbox:

- Position your mailbox 41" to 45" from the road surface to the bottom of the mailbox or point of mail entry.
- Place your mailbox 6" to 8" back from the curb. If you do not have a raised curb, contact your local postmaster for guidance.
- Put your house or apartment number on the mailbox.
- If your mailbox is on a different street from your house or apartment, put your full street address on the box.



Installing the Mailbox Post

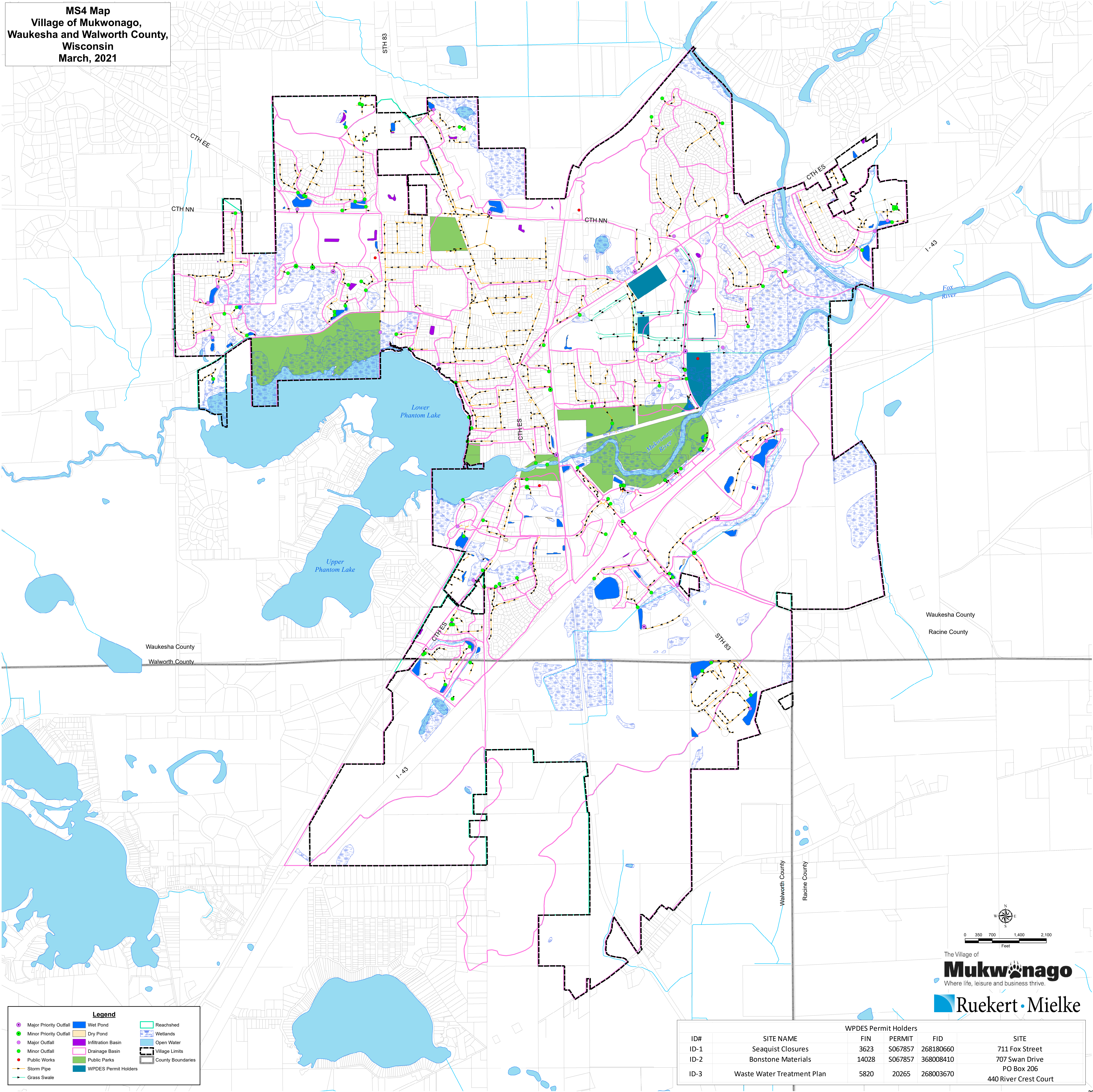
The best mailbox supports are stable but bend or fall away if a car hits them. The Federal Highway Administration recommends:

- A 4" x 4" wooden support or a 2"-diameter standard steel or aluminum pipe.
- Avoid unyielding and potentially dangerous supports, like heavy metal pipes, concrete posts, and farm equipment (e.g., milk cans filled with concrete).
- Bury your post no more than 24" deep.

Target Audience	Topic #	Topic #	Topic #	Program Title	Activity/Event	Month	Year	Date	Location	# People	Description
Teachers and Students	2	3	5	soilwater	Presentation	Jan	2020	1-3-20	Oconomowoc	25	soil and water program for earth science class
Teachers and Students	2	3	5	soilwater	Presentation	Jan	2020	1-3-20	Oconomowoc	18	soil and water program for earth science class
Teachers and Students	2	3	5	career	Presentation	Jan	2020	1-10-20	New Berlin	60	career day at Orchard Lane Elementary
Teachers and Students	5			groundwater	Presentation	Jan	2020	1-29-20	Reitzel	24	groundwater program for Kettle Moraine students
Teachers and Students	8	6			Presentation	Feb	2020	2-5-20	WCTC	6	presentation for sustainable building class
Teachers and Students	2	3	5	career	Presentation	Feb	2020	2-7-20	New Berlin	79	Elmwood Elementary Career Day
Teachers and Students	2	3	5		Displays and handouts	Feb	2020	2-8-20	Reitzel	500	Mild Winter night event
Teachers and Students	7	5		Green Schools	Presentation	Feb	2020	2-10-20	Prairie Hill Waldorf	1	provided rain barrel and diverter for use at the school
Teachers and Students	3	5		healthy soils	Presentation	Feb	2020	2-19-20	Waukesha	20	Banting Elementary 2nd grade
Teachers and Students	3	5		healthy soils	Presentation	Feb	2020	2-19-20	Waukesha	20	Banting Elementary 2nd grade
Teachers and Students	3	5		healthy soils	Presentation	Feb	2020	2-19-20	Waukesha	20	Banting Elementary 2nd grade
Teachers and Students	2	3	5	career	Presentation	Feb	2020	2-28-20	New Berlin	25	Poplar Creek Elementary Career Day
Teachers and Students	3	5		healthy soils	Presentation	Mar	2020	3-4-20	Reitzel	24	Kettle Moraine School District
General Public	3	5		home composting	Presentation	Mar	2020	3-5-20	Waukesha	16	Waukesha Wellness Center Lunch n Learn
General Public	9				Stream Monitoring	Mar	2020	3-7-20	Reitzel	32	volunteer appreciation event
General Public	2	3	5	green home	Presentation	Mar	2020	3-9-20	Waukesha	64	lunch n learn at Inpro
General Public	3	5		home composting	Presentation	Mar	2020	3-10-20	Waukesha	11	Waukesha Wellness Center Lunch n Learn
General Public	2	3	5	green home	Presentation	Mar	2020	3-14-20	Reitzel		spring workshops
General Public	2	3	5	home composting	Presentation	Mar	2020	3-14-20	Reitzel		spring workshops
Businesses, Dev. & Consul	1	6	8	stormwater workshop	Presentation	Mar	2020	3-17-20	UW-Waukesha	154	annual stormwater workshop moved to virtual and was held in May
Businesses	7	1	2	green masters	Presentation	Mar	2020	3-18-20	Reitzel		employee health and wellness fair
General Public	1	2	3	Displays and handouts	Presentation	Mar	2020	3-18-20	Waukesha	COV	Ronald Reagan Elementary career day
Teachers and Students	2	3	5	career	Presentation	Mar	2020	3-19-20	New Berlin	COV	
Teachers and Students	5				Presentation	Mar	2020	3-24-20	Reitzel	COV	grade 2/3 workshop
General Public	2	3	5	green home	Presentation	Mar	2020	3-31-20	Eagle	COV	program at Eagle library
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-14-20	Oconomowoc	COV	Silver Lake Intermediate School
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-14-20	Oconomowoc	COV	Silver Lake Intermediate School
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-14-20	Oconomowoc	COV	Silver Lake Intermediate School
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-15-20	Oconomowoc	COV	Silver Lake Intermediate School
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-15-20	Oconomowoc	COV	Silver Lake Intermediate School
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-17-20	Brookfield	COV	Brookfield Elementary
Teachers and Students	3	5		healthy soils	Presentation	Apr	2020	4-17-20	Brookfield	COV	Brookfield Elementary
General Public	3	5		social media	Presentation	Apr	2020	4-19-20		1	composting message to kick off virtual earth week celebration
General Public	2	3	5	green home	Presentation	Apr	2020	4-20-20	Reitzel	COV	Earth Day Event
Teachers and Students	3	5		soils	Presentation	Apr	2020	4-21-20	Reitzel	COV	Middle school
Teachers and Students	2	3	5	career	Presentation	Apr	2020	4-22-20	Muskego	COV	Muskego HS career day
Teachers and Students	2	3	5	household elf	Presentation	Apr	2020	4-23-20	Reitzel	COV	girl scout night
Teachers and Students	2	3	5	career	Presentation	Apr	2020	4-24-20	Mukwonago	800	Parkview middle school virtual career day-recorded program available to all students
Teachers and Students	2	3	5		Presentation	Apr	2020	4-25-20	Reitzel	COV	Earth day event
General Public	2	3	5	water resources	Presentation	Apr	2020	4-28-20	Pewaukee	COV	5th grade
General Public	2	3	5	green home	Presentation	Apr	2020	4-28-20	Pewaukee	COV	program at Pewaukee Library
General Public	5			social media	Presentation	May	2020	5-4-20		1	May the 4th composting and healthy soil message
General Public	6	8			workshop	May	2020	5-5-20	Sussex	149	online stormwater workshop- BMP maintenance and inspection and dewatering
Contractors, Dev. & Consul	6	8			workshop	May	2020	5-6-20	stalewide	142	online stormwater workshop- artificial wetlands, green infrastructure and wetlands
Contractors, Dev. & Consul	6	8			workshop	May	2020	5-7-20	stalewide	133	online stormwater workshop- constructed wetlands, leaf management
General Public	5	1		rain gardens and bar	presentation	May	2020	5-12-20	Muskego	20	online rain garden and rain barrel class for Inpro
General Public	2			social media	Presentation	May	2020	5-18-20		1	Green cleaners
Teachers and Students	5			green schools	Presentation	May	2020	5-19-20	Menomonee Falls	1	rain garden plants for St. Mary's Menomonee Falls
General Public	2			social media	Presentation	May	2020	5-25-20	Sussex	1	how to properly dispose of hazardous waste while spring cleaning
General Public	9			benchmark	Stream Monitoring	May	2020	5-26-20	Sussex	1	benchmark on Sussex Creek
General Public	9			benchmark	Stream Monitoring	May	2020	5-28-20	Waukesha	2	benchmark on Pewaukee River at the junction with the Fox
General Public	9			benchmark	Stream Monitoring	May	2020	5-29-20	Eagle	2	benchmark on Scuppernon river @Hwy Z
General Public	9			benchmark	Stream Monitoring	May	2020	5-29-20	Mukwonago	1	benchmark on Mukwonago River
General Public	9			benchmark	Stream Monitoring	May	2020	5-30-20	Waukesha	1	benchmark for level 2 on Pebble Creek at TT
General Public	2			benchmark	stream monitoring	Jun	2020	6-8-20	Oconomowoc	2	benchmark on Roseau Creek
General Public	2			benchmark	stream monitoring	Jun	2020	6-8-20	Sussex	1	storm drain education for world ocean day
General Public	2	3	5	green home	Presentation	Jun	2020	6-16-20	Waukesha	3	virtual Green home program through Sussex Library
General Public	9			benchmark	Stream Monitoring	Jun	2020	6-18-20	Germesee	2	biotic index on Pewaukee River
General Public	9			benchmark	stream monitoring	Jun	2020	6-22-20		2	benchmark monitoring on Germesee Creek and Spring Brook
General Public	9			benchmark	Stream Monitoring	Jun	2020	6-25-20	Mukwonago	2	benchmark on Mukwonago river at Rainbow Springs.

General Public	4	9	6	Asian Clam	Asian Clam survey	Jul	2020	7-7-20	Pewaukee	14	Asian Clam survey on Pewaukee River
General Public	3	5	2	Soil and Water	Soil and Water ment badge	Jul	2020	7-15-20	Retzer	19	Soil and Water ment badge workshop
General Public	1	2		Sustainability	Sustainability ment badge	Jul	2020	7-16-20	Retzer	19	Sustainability ment badge workshop
General Public	2			social media	social media	Jul	2020	7-20-20		1	proper disposal of household hazardous waste
General Public	1			social media	social media	Jul	2020	7-25-20		1	adopt a drain promo
General Public	1			social media	news releases/articles	Jul	2020	7-27-20		1	adopt a drain press release
General Public	1			social media	social media	Jul	2020	7-28-20		1	proper disposal of used motor oil
General Public	1			morning blend	news releases/articles	Jul	2020	7-28-20		1	adopt a drain promo
General Public	2			outreach	displays and handouts	Jul	2020	7-28-20		250	Adopt a drain segment on Morning Blend TV show
General Public	2			social media	social media	Jul	2020	7-31-20		1	pet waste message for talk in an elevator day
General Public	1			social media	Storm Drain Stenciling	Jul	2020		Menomonee Falls	1	volunteer contacted us and received 60 storm drain markers
General Public	2			social media	Storm Drain Stenciling	Aug	2020	8-3-20	Brookfield	1	volunteer contacted us and received 20 storm drain markers
General Public	3			social media	social media	Aug	2020	8-9-20		1	composting message for sneak some zucchini on your neighbors porch day
General Public	1			social media	social media	Aug	2020	8-9-20		1	post on books--All the Way to the Ocean
General Public	3			social media	social media	Aug	2020	8-10-20		1	post on lawn care for national lazy day
Teachers and Students	9			workshop	teacher workshop	Aug	2020	8-11-20	Retzer	9	Citizen Science in the Classroom workshop
General Public	9			benchmark	Stream Monitoring	Aug	2020	8-13-20	Sussex	1	benchmark flow at Sussex Creek
General Public	1			morning blend	news releases/articles	Aug	2020	8-17-20		1	repeat of Adopt a drain segment on Morning Blend TV show
Teachers and Students	3	5		healthy soils	presentation	Aug	2020	8-19-20	Retzer	30	virtual healthy soils for Sussex Day Camp
General Public	7			healthy soils	social media	Sep	2020	9-1-20		1	social media post on salt use
General Public	1			adopt a drain	Newsletters/articles	Sep	2020	9-3-20		79	newsletter for adopt a drain participants
General Public	4			social media	social media	Sep	2020	9-4-20		1	social media post on lawn care
General Public	5			social media	social media	Sep	2020	9-6-20		1	social media post on books--Handful of dirt
Contractors, Dev. & Consul	7			smart sailing	training	Sep	2020	9-8-20		26	Smart sailing for roads virtual workshop
Teachers and Students	3	5		healthy soils	presentation	Sep	2020	9-9-20	Waukesha	23	healthy soils program for Prairie Elementary
Teachers and Students	3	5		healthy soils	presentation	Sep	2020	9-17-20	Waukesha	57	virtual healthy soils program for 3 classes at Rose Glen
Teachers and Students	3	5		healthy soils	social media	Sep	2020	9-17-20	Oconomowoc	#	virtual healthy soils program for St. Jerome s-technical issues cancelled program
General Public	2			social media	social media	Sep	2020	9-19-20		1	social media about pet waste
Contractors, Dev. & Consul	7			smart sailing	training	Sep	2020	9-22-20		19	Smart Sailing Parking lots virtual workshop
Teachers and Students	3	5		healthy soils	presentation	Oct	2020	10-1-20	Muskego	72	program for Lakeview Elementary in Muskego Norway district
General Public	2			social media	social media	Sep	2020	9-26-20		1	social media post about green cleaning
Teachers and Students	1			presentation	presentation	Oct	2020	10-1-20	Retzer	14	stream life workshop at Retzer for school kids
General Public	1			social media	social media	Oct	2020	10-1-20	Retzer	8	stream life workshop at Retzer for school kids
General Public	1			social media	social media	Oct	2020	10-2-20		1	World smile day about adopting a storm drain
General Public	2			outreach	Displays and handouts	Oct	2020	10-6-20	Oconomowoc	125	National night out event
General Public	3	3		social media	social media	Oct	2020	10-12-20		1	national farmer day post about testing soils before fertilization
General Public	1	3	5	healthy soils	presentation	Oct	2020	10-13-20		1	national train your brain day crossword puzzle
Teachers and Students	3	5		healthy soils	presentation	Oct	2020	10-15-20	Waukesha	35	healthy soils for Hadfield Elementary
Teachers and Students	3	5		healthy soils	presentation	Oct	2020	10-15-20	Retzer	12	stream life workshop at Retzer for school kids
General Public	3	5		soils	presentation	Oct	2020	10-17-20		3	virtual program for science fest
General Public	2			social media	social media	Oct	2020	10-24-20		1	post includes picking up pet waste for national make a difference day
Teachers and Students	1			presentation	presentation	Oct	2020	10-27-20	Retzer	10	stream life workshop at Retzer for school kids
Teachers and Students	1			social media	social media	Oct	2020	10-27-20	Retzer	7	stream life workshop at Retzer for school kids
General Public	2			presentation	presentation	Nov	2020	11-1-20	Retzer	1	social media post about using vinegar for green cleaning
General Public	3	5		healthy soils	presentation	Nov	2020	11-3-20	Retzer	4	outdoor classroom on soils
General Public	3	5		healthy soils	presentation	Nov	2020	11-3-20	Retzer	3	outdoor classroom on soils
General Public	3	5		healthy soils	presentation	Nov	2020	11-4-20	Retzer	12	outdoor classroom on soils
General Public	3	5		healthy soils	presentation	Nov	2020	11-4-20	Retzer	4	outdoor classroom on soils
Teachers and Students	2	3	5	water resources	presentation	Nov	2020	11-5-20	Waukesha	30	outdoor classroom on soils
General Public	3	5		social media	social media	Nov	2020	11-8-20		1	virtual program for school district of waukesha
General Public	3	5		healthy soils	social media	Nov	2020	11-17-20		1	social media post about soil health
General Public	3	5		healthy soils	presentation	Nov	2020	11-19-20	Retzer	10	outdoor classroom on soils
General Public	3	5		healthy soils	presentation	Nov	2020	11-19-20	Retzer	10	outdoor classroom on soils
General Public	7			social media	social media	Dec	2020	12-8-20	Sussex	1	social media post about salt use
Teachers and Students	1	3	5	presentation	presentation	Dec	2020	12-21-20	Sussex	18	water testing with biology students
General Public	1	3	5	social media	social media	Dec	2020	12-21-20	Sussex	1	social media post with crossword puzzle
Teachers and Students	1	3	5	presentation	presentation	Dec	2020	12-22-20	Sussex	14	water testing with AP students
Teachers and Students	1	3	5	presentation	presentation	Dec	2020	12-22-20	Sussex	21	water testing with AP students

COV indicates that program was cancelled due to COVID
* indicates that there were no participants
technical issues prevented program from happening



Legend

Major Priority Outfall	Wet Pond	Reachshed
Minor Priority Outfall	Dry Pond	Wetlands
Major Outfall	Infiltration Basin	Open Water
Minor Outfall	Drainage Basin	Village Limits
Public Works	Public Parks	County Boundaries
Storm Pipe	WPDES Permit Holders	
Grass Swale		

ID#	SITE NAME	FIN	PERMIT	FID	SITE
ID-1	Seaquist Closures	3623	5067857	268180660	711 Fox Street
ID-2	Bonstone Materials	14028	5067857	368008410	707 Swan Drive
ID-3	Waste Water Treatment Plan	5820	20265	268003670	PO Box 206 440 River Crest Court

WPDES Permit Holders

FIN	PERMIT	FID	SITE
3623	5067857	268180660	711 Fox Street
14028	5067857	368008410	707 Swan Drive
5820	20265	268003670	PO Box 206 440 River Crest Court

2.6.1 Village of Mukwonago Structure List

"Facilities with Storm Water Maintenance Agreements (SWMA) are included in the Village's water quality reduction calculations."

Device ID	Device Type	Year Constructed	Subdivision	Location	Name 1	Name 2	Address	City, State, Zip	SWMA on File	Drawing on File
3	WET POND	2017	Fairwinds	Stoeker Farm Ave. & Rosewood Dr.	Fairwinds HOA	C/O TIM VOELLER	1830 MEADOW LN STE A	PEWAUKEE, WI 53072	Yes	Yes
4	WET POND	2017	Fairwinds	Stoeker Farm Ave. & Rosewood Dr.	Fairwinds HOA	C/O TIM VOELLER	1830 MEADOW LN STE A	PEWAUKEE, WI 53072	Yes	Yes
2	WET POND	2001	Fairwinds	Fairwinds BLVD. & Stoeker Farm Ave.	Fairwinds HOA	C/O TIM VOELLER	1830 MEADOW LN STE A	PEWAUKEE, WI 53072	Yes	No
1	WET POND	2001	Fairwinds	Fairwinds BLVD. & Stoeker Farm Ave.	Fairwinds HOA	C/O TIM VOELLER	1830 MEADOW LN STE A	PEWAUKEE, WI 53072	Yes	No
18	WET POND	2012	Minors Estates ADD #3	Augusta Dr.	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC		PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	Yes
15	WET POND	2005	Minors Estates ADD #1	Brookway Dr.	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC		PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	No
14	WET POND	2005	Minors ADD #1 Minors West HOA	Brookway Dr. & North of CTH LO	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC		PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	No
13	WET POND	2005	Minors Estates ADD #1	Brookway Dr. & CTH LO	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC		PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	No
12	WET POND	2003	Minors Estates	Minors Dr. & CTH LO	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC		PO BOX 412	MUKWONAGO, WI 53149-0412	Yes	No
17	WET POND	2005	Minors Estates ADD #2	Valhalla Dr.	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC		PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	No
16	WET POND	2005	Minors Estates ADD #2	Valhalla Dr.	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC	FAIRWINDS	PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	No
20	INFILTRATION BASIN	2003	Honey Meadow	W Side Ave.	HONEY MEADOWS CONDO ASSOC.		PO BOX 7571	HICKSVILLE, NY 11802-7571	NO	No
47	WET POND	2003	State of WI	S. Rochester St. & Front St.	WISCONSIN HWY COMMISSION		PO BOX 7910	MADISON, WI 53707-7910	Owned	Yes
8	WET POND	2005	The Glen of Mukwonago	Black Bear Dr.	Real Estate Specialists	ATT Wayne Grabowska	P.O. Box 438	Pewaukee WI 53072	Yes	Yes
5	WET POND	ORIG/2001 RETROFIT/2020	Village Owned	E. Veterans Way	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	Yes
45	WET POND	1993	Brooklife Church	857 S. Rochester St.	Brooklife Church		440 River Crest Ct.	MUKWONAGO, WI 53149 WI	Yes	No
46	WET POND	2003	State of WI	S. Rochester St. & Mukwonago River	WISCONSIN HWY COMMISSION		PO BOX 7910	MADISON, WI 53707-7910	Owned	Yes
48	WET POND	1999	State of WI	Holz Pkwy. & Park and Ride	WISCONSIN HWY COMMISSION		PO BOX 7910	MADISON, WI 53707-7910	Owned	Yes
53	WET POND	1995	Village Owned	Minwaukee Park Middle	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	Yes
52	WET POND	1995	Village Owned	Minwaukee Park East	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	Yes
54	WET POND	1995	Village Owned	Minwaukee Park West	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	Yes
49	WET POND	1999	Village Owned	Holz Pkwy. South of Mukwonago River	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	Yes
37	WET POND	2003	Walmar/Home Depot	250 East Wolf Run	WAL-MART REAL ESTATE BUSINESS TRUST	C/O PROPERTY TAX DEPT MS 0555, ATTN MS 222	PO BOX 8050, PO 2440,	BENTONVILLE, AR 72712-8050 SPOKANE, WA 99210	NO	No
					HOME DEPOT USA INC.				NO	No
					GREENWALD FAMILY LIMITED PARTNERSHIP		632 OAKLAND AVE	MUKWONAGO, WI 53149-1246	NO	No
40	WET POND	2003	Village Owned	East Termini of E. Wolf Run	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	Yes
51	WET POND	1999	Village Owned	Holz Pkwy. N. of Mukwonago River	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	No
50	WET POND	1999	Village Owned	Holz Pkwy. N of Mukwonago River	Village of Mukwonago	C/O Ron Bither	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	No
21	WET POND	1992	Whispering Bay Condos	1024 Bay View Ct	Real Estate Specialists	P.O. Box 438			NO	No
23	WET POND	2016	Premier Woods Apts.	540 Phantom Woods Rd.	TW PHANTOM WOODS LLC	ATT Wayne Grabowska	5120 GATEWAY RD	BROOKFIELD, WI 53045-5112	Yes	No
Device ID	Device Type		Subdivision	Location	Name 1	Name 2	Address	City, State, Zip	SWMA on File	
30	WET POND	2007	Orchards #1	1304 Orchardview Ln.	ORCHARDS OF MUKWONAGO HOMEOWNERS ASSOC	C/O JASON CHRISTENSEN	1339 CIDER CIRCLE	MUKWONAGO, WI 53149	Yes	No
31	WET POND	2007	Orchards #1	1334 Cider Circle	ORCHARDS OF MUKWONAGO HOMEOWNERS ASSOC	C/O JASON CHRISTENSEN	1339 CIDER CIRCLE	MUKWONAGO, WI 53149	Yes	No

28	WET POND	2006	Orchards #1	1414 Applewood Cir.	ORCHARDS OF MUKWONAGO HOMEOWNERS ASSOC	C/O JASON CHRISTENSEN	1339 CIDER CIRCLE	MUKWONAGO, WI 53149	Yes	No
29	WET POND	2006	Orchards #1	1446 Applewood Cir.	ORCHARDS OF MUKWONAGO HOMEOWNERS ASSOC	C/O JASON CHRISTENSEN	1339 CIDER CIRCLE	MUKWONAGO, WI 53149	Yes	No
33	WET POND	1992	Legend Meadows	Bear Pass	LEGEND MEADOWS ASSOC INC	C/O NANCY DIDENKO	W320N1161 BUTTERNUT RIDGE CT	DELAFIELD, WI 53018	Yes	No
36	WET POND	2003	Pro Health	DNG Medical Ctr 240 Maple Ave.	WALKESHA MEMORIAL HOSPITAL	C/O GLENDA R. SCHEEL-WEIDNER	725 AMERICAN AVE	WALKESHA, WI 53188	Yes	No
58	WET POND	2006	Fox River View	1623 Fox River Run	Fox River View HOA	C/O CAMCO MANAGEMENT INC	PO BOX 966	WALKESHA, WI 53187-0966	Yes	No
60	WET POND	2005	Edgewood Condos	Grey Fox Trail	EDGEWOOD MEADOWS CONDO ASSN	C/O CAMCO MANAGEMENT INC	16535 W BLUEMOUND RD #120	BROOKFIELD, WI 53005	Yes	Yes
59	WET POND	2005	Edgewood Condos	Grey Fox Trail	EDGEWOOD MEADOWS CONDO ASSN	C/O CAMCO MANAGEMENT INC	16535 W BLUEMOUND RD #120	BROOKFIELD, WI 53005	Yes	Yes
61	WET POND	2005	Edgewood Condos	Grey Fox Trail	EDGEWOOD MEADOWS CONDO ASSN	C/O CAMCO MANAGEMENT INC	16535 W BLUEMOUND RD #120	BROOKFIELD, WI 53005	Yes	Yes
7	INFILTRATION BASIN	2007	The Glen of Mukwonago	Black Bear Dr.	Real Estate Specialists	ATT. Wayne Grabowska	P.O. Box 438	Pewaukee, WI 53072	Yes	No
11	INFILTRATION BASIN	2003	Minors Estates	Minors Dr.	MINORS HOMESTEAD HOMEOWNERS ASSOC		PO BOX 412	MUKWONAGO, WI 53149-0412	Yes	No
43	WET POND	2000	400 Bay View Rd.	400 Bay View Rd.	B&B INVESTMENT PROPERTIES		6135 OVERLOOK CT.	GREENDALE, WI 53129-2135	Yes	No
41	WET POND	2007	Chelsa Lynn Parkway	325 Bayview Rd - Chelsa Lynn Parkway	MB KLUM INVESTMENTS LLC.		SUITE 222	PEWAUKEE, WI 53072-5595	Yes/DA	No
35	WET POND	2003	State of WI	STH 83 & E Wolf Run	WISCONSIN HWY COMMISSION		PO BOX 7910	MADISON, WI 53707-7910	Owned	No
34	WET POND	2015	Dewey Dr. Industrial Park	Dewey Drive	Village of Mukwonago	C/O Ron Bittner	440 River Crest Ct.	Mukwonago, WI 53149	Owned	No
32	WET POND	2016	Orchards #2	CTH ES/Regress Rd	THE ORCHARDS OF MUKWONAGO LLC		11600 W LINCOLN AVE	WEST ALLIS, WI 53227-1018	Yes	Yes
25	WET POND	2015	Premier Axis	540 Phantom Woods Rd	TW PHANTOM WOODS LLC		3120 GATEWAY RD.	BROOKFIELD, WI 53045-5112	Yes	No
22	WET POND	2015	Premier Axis	540 Phantom Woods Rd	TW PHANTOM WOODS LLC		3120 GATEWAY RD.	BROOKFIELD, WI 53045-5112	Yes	No
24	WET POND	2015	Hawks Ridge East	540 Phantom Woods Rd	TW PHANTOM WOODS LLC		3120 GATEWAY RD.	BROOKFIELD, WI 53045-5112	Yes	No
9	INFILTRATION BASIN	2004	Cordus	E. Veterans Way	HAWKS RIDGE EAST		700 LARRY COURT	Waukesha, WI 53186	Yes	No
38	WET POND	2012	Mukwonago YMCA	245 E. Wolf Run	MUKWONAGO YMCA		245 EAST WOLF RUN	MUKWONAGO, WI 53149	Yes	Yes
39	INFILTRATION BASIN	2012	Mukwonago YMCA	245 E. Wolf Run	MUKWONAGO YMCA		245 EAST WOLF RUN	MUKWONAGO, WI 53149	Yes	Yes
27	INFILTRATION BASIN	2005	Mosier Properties	1340 Main St.	LOT OWNERS OF M&M PROPERTIES	JEFFREY I. MUELLER	S107M24950 S SHORE DR	MUKWONAGO, WI 53149-9504	Yes	No
26	INFILTRATION BASIN	2005	Mosier Properties	1340 Main St.	LOT OWNERS OF M&M PROPERTIES	MUELLER PROPERTIES LLC	PO BOX 178	MUKWONAGO, WI 53149	Yes	No
42	WET POND	2015	SCHMIDT & BARTLETT	930 Main St.	SCHMIDT & BARTLETT	MUELLER PROPERTIES LLC	1888 AQUA VIEW CT	CEBARBURG, WI 53012-9146	Yes	No
Device ID	Device Type	Subdivision	Location	Name 1	Name 2	Address	City, State, Zip	SWMA on File		
55	WET POND	2011	CHR Hansen	600 Perkins Dr	CHR HANSEN INC	9015 W MAPLE ST.	MILWAUKEE, WI 53214-4213	No	No	No
56	WET POND	2005	Ridgeway	700 Swan Dr.	BASSETT HOLDING GROUP INC	PO BOX 75	MUKWONAGO, WI 53149	No	No	No
62	WET POND	2003	Badger Color	1007 Fox St.	MADEY ENTERPRISES INC	PO BOX 683	SAINT JAMES CITY, FL 33946-0075	Village Owned	No	No
63	INFILTRATION BASIN	2012	MCL	Park Ave/Division St.	Village of Mukwonago	440 River Crest Ct.	Mukwonago, WI 53149	Owned	No	No
10	INFILTRATION BASIN	2010	District Office	E. Veteran Way	MUKWONAGO AREA SCHOOLS	386 CTH NN E	MUKWONAGO, WI 53149	Yes	Yes	Yes
6	INFILTRATION BASIN	2017	St. Johns Church	W. Veterans Way	ST JOHNS CHURCH	410 CTH NN W	MUKWONAGO, WI 53149	Yes	Yes	Yes
70	INFILTRATION BASIN	2012	MINORS HOMESTEAD ADD 3	Medina Drive	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC	PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	Yes	Yes
71	INFILTRATION BASIN	2012	MINORS HOMESTEAD ADD 3	Outlot 13	MINORS HOMESTEAD WEST HOMEOWNERS ASSOC	PO BOX 683	MUKWONAGO, WI 53149-0683	Yes	Yes	No
69	WET POND	2015	ALDI	1111 E WOLF RUN	ALDI Inc. Oak Creek Division	9342 South 13th Street	Oak Creek, WI 53154	Yes	Yes	Yes
72	INFILTRATION BASIN	2001	File Dept. Station 1	1111 Fox Street	Village of Mukwonago	440 River Crest Ct.	Mukwonago, WI 53149	Village Owned	No	No
64	INFILTRATION BASIN	2017	MHS	Mukwonago Union High	MUKWONAGO AREA SCHOOLS	386 CTH NN E	MUKWONAGO, WI 53149	Yes	Yes	No
63	INFILTRATION BASIN	2017	MHS	Mukwonago Union High	MUKWONAGO AREA SCHOOLS	386 CTH NN E	MUKWONAGO, WI 53149	Yes	Yes	No
65	INFILTRATION BASIN	2018	122 Arrowhead Real Estate LLC	122 Arrowhead Drive	122 Arrowhead Real Estate LLC	PO Box 183	Lake Geneva, WI 53147-0183	Yes	Yes	Yes
66	WET POND	2019	Chapman Place	Chapman Place	ANDERSON COMMERCIAL GROUP	8975 W FOREST HOME AVE.	GREENFIELD, WI 53228	Yes	Yes	Yes



Office of the Village Public Works Dept.

440 River Crest Court, Mukwonago, Wisconsin 53149 | (262) 363-6447 | Fax: (262)363-7197
www.villageofmukwonago.com

Village of Mukwonago Storm Water Pollution Prevention Plan for Municipal Property

Site: Village of Mukwonago Public Works Department Site
630 Veterans Way East Mukwonago, WI 53149

Contact info.: Ron Bittner, Director of Public Works
262-363-6447
rbittner@villageofmukwonago.com

Site Description

The Public Works Department property located at 630 CTH NN E. is the central location for the department's activities and storage. Facilities include the repair shop and parking garage, salt shed, sand shed, cold storage building, outdoor storage, police impound and a fueling station. The fueling center is utilized by the Inspections, Utilities, DPW, Police and Fire Departments.

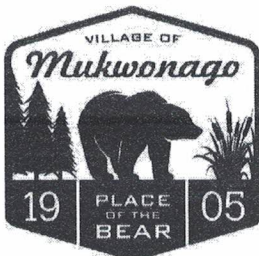
The Public Works yard is a six-acre parcel; the department utilizes approximately five of these acres. The remaining acreage is zoned environmental corridor. A municipal well and water tower are located on the south west corner of the property. The property is bordered on the south by CTH NN E., the Canadian National Rail Road on the west and farm fields owned by the St. James Parish on the east. The eastern and western property lines intersect on the north.

The Public Works yard was established in 1972. The main building was remodeled along with a 9,000 SFT addition in 2000. A 1,000-ton salt shed was added to the compound in 2011.

Runoff Prevention Practices and Maintenance Activities

The Village of Mukwonago has been covered under the WPDES Municipal Storm Separate Sewer System (MS4) Discharge Permit WI-S050075-2 since 2009. Staff submitted a Storm Water Pollution Prevention Plan (SWPPP) map for the Public Works yard, which helped identify efficiencies and pollution prevention practices that could be installed to protect the nearby water resources. Staff is in the process of removing discarded materials that have been stored in the yard and consolidating other items into smaller, more manageable areas, thus removing potential sources of pollution. Removing obsolete equipment and consolidating materials on site also means fewer runoff prevention practices are necessary, and less time installing, maintaining, and inspecting these practices associated with this task.

Runoff from the Village's Public Works yard flows to the west towards a swale adjacent the Canadian National RR tracks. The pavement changes to gravel before entering the swale on the west side of the property. Runoff from the pavement area partially infiltrates in to a gravel area prior to entering the swale.



Office of the Village Public Works Dept.

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The Village of Mukwonago continues to evaluate potential runoff pollution resulting from the Public Works yard activities and has implemented measures to reduce pollution.

The following actions and improvements have been implemented at the Village of Mukwonago DPW yard:

- Installing bays around stockpiled material
- Using wattles around stock pile not contained within a bin.
- Tarping street sweepings and stock piles.
- Modern salt shed.
- Replacement of obsolete equipment with multi use units. This process allows the department to free up inside equipment storage.
- Installation of a new electronic fueling station with maximum fill control per specific vehicle.
- Vehicle washing and rinsing be done indoors.
- Vehicle maintenance completed in repair shop.

Maintenance and inspections are critical for ensuring prevention activities function properly. Without inspections or maintenance, debris, and pollutants such as sediment, metals, nutrients, etc., that are captured can become a source of pollution if excess amounts are carried out with rain and snow melt. Any inspections and maintenance of storm water pollution practices should be documented and recorded for comparison and evaluation of their performance.

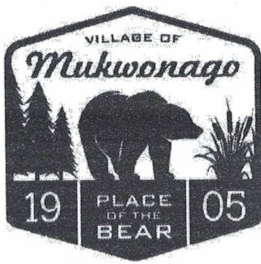
Building of stockpile containment bins was started several years ago, cold patch material and street sweepings are currently binned and tarped. Any material that spills or is tracked away from the immediate storage area is swept up and deposited back onto the piles. Loose salt that spills or is tracked away from the shed entrance during delivery is swept up and placed in the shed. Any excess salt that spills during loading of trucks during a snow/ice event is also swept up and placed back in the salt shed. The salt shed itself is designed to meet the requirements of Trans 207, Wisconsin Administrative Code.

The lawn is mowed as needed, depending on the weather.

Temporary storage of items such as posts for snow fence, garbage & recycling barrels, etc., occupy space around the perimeter of the sheds in winter until crews deliver these items to Village parks in the spring.

Most of the Village Departments utilized the fueling center. Employee training includes review of the spills procedures and location of the spills kit.

The floor drains in the main garage are connected to the sanitary sewer system, rather than the storm sewer system. Any fluids from vehicle maintenance or other activities inside the garage are directed through this system to the Wastewater Treatment Plant. Floor drains are cleared of debris on an as-needed basis. An oil/grease separator allows recurring clean-out and maintenance of the system.



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Recommendations to Enhance Runoff Protection

Village staff have previously taken steps to implement runoff control practices and to minimize the materials that could be sources of runoff pollution at the Public Works yard. Current recommendations include:

1. Sweep up any spilled salt and return into inventory.

Spills Plan

Dry materials that spill is swept up and either disposed of or replaced in the bins for future use, if possible. (Example: dry salt spilled on the ground can be swept up and put back in the salt pile for use in the future.)

Liquids that spill on the ground are absorbed, with the absorption materials disposed of properly depending on the liquid. The Fire Department would be notified for major spills and handled in accordance to the Village and Town of Mukwonago Emergency Management Plan.

Staff are trained on which authorities to contact depending on the situation, such as the Fire Department, Police Department, or the Wisconsin Department of Natural Resources.

New staff are educated on the spills plan when they start, and any policy changes are communicated to appropriate staff at the time of the changes. As part of the Storm Water Pollution Prevention Plan, the spills plan will be evaluated yearly and any changes will be summarized in the Village's MS4 annual report.

Employee Training

Public Works Department training is an on-going activity for staff. Changes in procedure are communicated with appropriate staff, and new staff receive training on safety procedures and overall operations of the department. Any portions of the SWPPP, including the spills plan, that affect staff in other departments are shared with those departments.

Inspections

Inspections are conducted quarterly and documented on a SWPPP inspection form. Items noted on the inspection reports are corrected as soon as possible. The yard is evaluated on a recurring basis to improve operations.

Legend



Compost Pile

Salt Shed

Seeded Topsoil Pile

Road Gravel Pile

#1 Stone Pile

Sand /Salt Shed

DPW Cold Storage

PD Cold Storage

Fueling Station/
Two 1000 Gal Tanks
Dumpsters

Tarped Cold Patch

Bin for Street
Sweepings

Waste Oil Tank
Located in Garage

1500 Gal Salt Brine
Tank

DPW Maintenance
Shop

Municipal Well and
Water Tower

Flow Line

0 83.33 Feet

Notes:

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



Printed: 1/17/2017

STORM WATER POLLUTION PREVENTION PLAN (SWPPP) INSPECTION FORM FOR MUNICIPAL FACILITIES

Site:	
Location:	
Inspector/Title:	
Date:	
Last Inspection (Date):	

Storm Water Pollution Prevention Plan

Has a storm water pollution prevention plan been developed for this site? Yes ☐ No ☐

Title of Plan: Village of Mukwonago SWPPP for Municipal Facilities

Date of Plan: April 2016

Does the SWPP include a site map, list of pollutant sources, pollutant control practices to be inspected, and maintenance procedures? Yes ☐ No ☐

(Indicate any items that are *not* included):

Vehicle Maintenance, Washing and Fueling

	Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
1	Vehicle maintenance area drains to sanitary sewer system	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Vehicle maintenance area has oil-grease separator in floor drains	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
3	Floor drains are clean	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
4	Vehicle washing completed inside building	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
5	Vehicle washing drains to sanitary system	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
6	Vehicle fueling center has canopy/cover	Yes ☐ No ☒ N/A ☐	Yes ☐ No ☐	
7	Vehicle fueling center has clearly labeled spill kit nearby	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
8	Vehicle fueling center has oil-grease separators in nearby storm drains	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

Hazardous Waste Management

	Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
1	Hazardous materials and containers are stored indoors	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Containers of hazardous materials are in good condition	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

Waste Management

	Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
1	Dumpsters are covered	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Full dumpsters are hauled out on a regular basis	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
3	Piles of miscellaneous debris are sorted and disposed of on a regular basis	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
4	Street sweepings are covered	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
5	Street sweepings are stored in containers or have barriers or perimeter controls to minimize runoff impacts	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

Material Storage

	Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
1	Runoff from bulk storage is contained on low side by barriers, bays or other perimeter controls	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Bulk storage piles are stabilized/vegetated	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
3	Materials stored under cover/inside buildings	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
4	Area near salt shed is clear of excess/spilled/tracked salt	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

5	Excess/spilled/tracked salt is swept up and added to bulk salt pile	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
6	Underground runoff containment is emptied on a regular basis	Yes ☒ No ☐ N/A ☐	Yes ☐ No ☐	Old salt/sand shed cleaned as needed

Runoff Controls

	Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
1	Grass filter strips have at least 70% uniform vegetation growth	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Grass filter strips typically have 6 inches or more of vegetation	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
3	Storm water pond inlets/outlets are stable	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
4	Storm water berms are vegetated	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
5	Storm water pond berms are stable (no erosion, tree roots or animal borrows)	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
6	Infiltration basins/rain gardens have at least 70% plant growth	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
7	Infiltration basins/rain gardens are maintained regularly, and in the spring and fall	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
8	Infiltration basins/rain gardens drain down within 24 hours (<i>based on post-rain event observations</i>)	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

Spills Program

	Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
1	Written program is available for employees	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Employees know where written program is located	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
3	Written program is evaluated annually	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

Employee Training

Activity/Practice	Inspected?	Activity/ Practice Adequate?	Corrective Action Needed & Notes
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1	New employees are trained on SWPPP	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	
2	Annual or more frequent training provided to employees on SWPPP	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐	

	Recommendations/Correction	Completed On (Date)	Initials
1			
2			
3			
4			
5			
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10			

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VILLAGE OF MUKWONAGO ANNUAL MS4 REPORT

2020

Public Education and Outreach

Public Involvement and Participation

- Participate in the Waukesha County program for PE&O and PI&P.
- Continue staff contacts with Homeowners Associations and Businesses about pollution prevention and storm structure maintenance.
- Continue staff and village board education on stormwater compliance and changes.

Illicit Discharge Detection and Elimination

- 138 total outfalls.
- 21 Priority outfalls inspected annually.
- 23 additional nonpriority major outfalls inspected once per 5- year permit cycle.
- When flows are exhibited, samples are taken and testing for Ammonia, Detergents, pH, Total Chlorine, Total Copper, Phenol, Fluoride, and Potassium are conducted.
- 34 outfalls evaluated as part of the routine ongoing field screening program for 2020.
- No illicit discharge complaints were received in 2020.
- A revised Illicit Discharge Detection and Elimination Program was submitted to the WDNR.
- An Illicit discharge reporting form was added to the Village Website.

Construction Site Pollutant Control

- 20 Construction sites with one acre or more of land disturbing construction activity were active during the reporting year.
- 7 Construction sites with one acre or more of land disturbing construction activity were issued municipal permits in the reporting year.
- 164 Erosion control inspections were completed in the reporting year.
- Enforcement actions taken, 75 Verbal Warnings and 75 Written Warning (including email).

Post-Construction Storm Water Management

- 110 Storm structures within the Village.
- 10 New structures added in 2020
- 16 Village owned structures, 16 inspected.
- 4 State owned structures.
- 90 Privately owned structures, 19 inspection reports submitted.
- Structures are inspected for erosion, appropriate vegetation, animal damage, structure damage, sediment, debris and pool quality.
- Warnings
 - 2 Verbal
 - 2 Written
 - 1 Notice of violation
 - 1 Other/withheld occupancy

Public Works Yards & Other Municipally Owned Properties (SWPPP)

- DPW facilities are inspected quarterly.
- The Storm Water Pollution Prevention Plan contains the following information
 - **Site Description**
 - **Runoff Prevention Practices and Maintenance Activities**
 - **Recommendations to Enhance Runoff Protection**
 - **Spills Plan**
 - **Employee Training**
 - **Inspections**

Street Sweeping

- Urban streets sections (curb and Gutter) are swept four times a year.
- Approximately 340 lane miles are swept annually.
- 63 tons of material removed in 2020.

Catch Basin Sump Cleaning Program

- 1519 catch basins village wide as of 12/31/2020.
- 142 new catch basins installed/replaced in 2020
- 211 catch basin sumps were cleaned.
- 8 tons of material collected.
- Each CB is cleaned once per five-year permit cycle.

Leaf Collection Program

- Leaf collection is provided by contracted services.
- 8 Yard waste collections annually.
- 2 Collections targeting leaves, November and December.
- Leaves are collected from the terrace area and must be in compostable paper bags or reusable waste containers.
- 55.3 TONS of yard waste collected in the 4th quarter (Nov & Dec) of 2020.
- Street leaves are collected by village staff and composted at the DPW yard for internal use.

Winter Road Management

- Snow and Ice Control Policy created in 2021.
- Village staff maintains
 - 92 lane-miles of roadway
 - 265,000 SQ FT of parking lots
- 7 Staff members trained on smart salting applications.
- Equipment is calibrated annually for quantity control.
- 6 Anti-icing events
 - 10,484 Gallons of brine (12 TONS of salt) applies to 236 lane miles of road.
- 17 Snow events
 - 356 TONS of salt.
 - 3732 Gallons of brine (4.5 TONS of salt)

Storm Sewer System Map

- The storm sewer system map is updated when new information is available and reviewed prior to submitting with the annual report.
 - Village owned infrastructure is added when as-builts are completed by engineering.
 - Stormwater Maintenance Agreements and as-builts are attached to private storm structures for future reference.

Stormwater Budget

- The General Fund and the Stormwater Utility provide funding for village storm water operations.
- Private development stormwater associated fees are charged back to the developer.



Committee of the Whole

April 7, 2021 at 5:30pm

Mukwonago, WI

Discussion of Development Agreement

Minor's Estate – Phase 4

Parcel Number: MUKV1978-082 THROUGH MUKV1978 -108

Case Summary

Parcel Data

Proposal:	Development Agreement – Minor's Estate – Phase 4
Applicant:	Joseph A. Bukovich, P.E., Vice President, Point Real Estate
Request:	Development Agreement
Legal Recommendation:	Approve
Staff Recommendation:	
Engineering	Approve
Public Works	Approve
Planning	Approve
Utilities	Approve

Parcel Characteristics / Conditions

Acres:	+/- 4,520 acres
Current Use:	Vacant Residential
Proposed Use:	27 Single Family Lots
Reason for Request:	Development Agreement
Land Use Classification:	Medium Lot Single Family 1 – 25,000 SF
Zoning Classification:	R-1 Single Family Community Residential / PUD
Census Tract:	2039.01

Staff Review

The Development Agreement has been reviewed and edited multiple times. The result of these reviews and edits are as follows:

Engineering	Approve
Public Works	Approve
Utilities	Approve
Police	Approve

Fire	Approve
Building Inspection	Approve
Planning	Approve

Recommendation

1. Staff recommends approval of the resolution in association with the attached development agreement and attached exhibits.

Attachments

1. Resolution
2. Development Agreement - with track changes
3. Development Agreement – clean copy with attachments

MINOR'S ESTATES

AMENDED AND RESTATED DEVELOPER'S AGREEMENT FOR SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE VILLAGE OF MUKWONAGO, WISCONSIN.

THIS AMENDED AND RESTATED AGREEMENT ("AGREEMENT"), is made and entered into this ____ day of _____, 20____, by and between Minor's Estates Investments LLC hereinafter referred to as the "**SUBDIVIDER**", and the Village of Mukwonago, hereinafter referred to as the "**MUNICIPALITY**", a municipal corporation located in Waukesha and Walworth Counties, in Wisconsin. This **AGREEMENT** amends and restates in its entirety that certain Minor's Estates – October 19, 2015 Developers Agreement For Subdivision Improvements in Accordance With the Subdivision Ordinance of the Village of Mukwonago, Wisconsin dated August 17, 2015 by and between Minor's Homestead 4, LLC ("**MINOR'S 4**") and the **MUNICIPALITY** recorded in the Waukesha County Register of Deeds as Document No. 4183549 on December 23, 2015 ("**ORIGINAL AGREEMENT**").

RECITALS

This **AGREEMENT** relates to the real estate, which is owned by the **SUBDIVIDER**, located within the **MUNICIPALITY** (hereafter **PROPERTY**) as described in the attached **EXHIBIT H**, and

The Minor's Estates final plat, attached hereto as **EXHIBIT H**, has been approved by the **MUNICIPALITY** and recorded in the Waukesha County Register of Deeds in Book 54, Pages 179-180, as Document No. 4183546 on December 23, 2015, and

SUBDIVIDER desires to develop the **PROPERTY** as a residential subdivision (hereafter **SUBDIVISION**), consisting of 46 lots (hereinafter individually "Lot"), in two phases and construct certain improvements within those phases (one phase will be identified as "Phase 1" and the other phase will identified as "Phase 2") as shown on **EXHIBIT B**. The Phase 1 construction limits include Lots 20-46 ("Phase 1 Construction Limits") and the Phase 2 construction limits include Lots 1-19 ("Phase 2 Construction Limits"). This **AGREEMENT** , and

This **AGREEMENT** shall provide for the development of Phase 1 of the **SUBDIVISION** unless otherwise noted herein. An amendment to this **AGREEMENT** shall be approved by the **MUNICIPALITY** Board prior to commencing with any **IMPROVEMENTS** in Phase 2, and

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

The applicable provisions of the Municipal Subdivision Ordinance requires that provisions be made for the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and storm water runoff control and street improvements required to serve the **SUBDIVISION**, and

The purpose of this **AGREEMENT** is to protect the **MUNICIPALITY** from the cost of completing subdivision improvements itself and is not executed for the benefit of material men,

laborers, or others providing work, services or material to the **SUBDIVISION** or for the benefit of lot buyers in the **SUBDIVISION**, and

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

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

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

The mutual promises, state law and the **MUNICIPALITY'S** Subdivision Ordinance authorize the covenants, and obligations contained in this **AGREEMENT**, and

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

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

The **PROPERTY** at the time it was Preliminarily Platted was zoned R-4, Planned Residential Development District, and this zoning classification requires the Planning Commission and Village Board to designate an underlying classification and the underlying classification is R-1, Single Family Community Residential District, and

This Zoning Classification has now been modified by a zoning code amendment but it is the intent of the **MUNICIPALITY** to allow the **SUBDIVISION** to develop under the prior zoning classification as shown on the approved Preliminary Subdivision Plat which is attached hereto and made part of this Agreement as **EXHIBIT G**, and

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

This **AGREEMENT** currently contains the following exhibits (subject to review and approval by the Village Engineer and Department Heads) and any subsequent exhibits provided for under the **AGREEMENT**, all of which are incorporated herein as if fully set forth:

- EXHIBIT A** Phase 1 Public Improvement Costs and Phase 2 Utility Construction Costs, List of Work and Responsibilities of Subdivider
- EXHIBIT B** Site Improvement Plans for Minor's Estates
- EXHIBIT C** Minor's Estates 2019 Construction Schedule for Phase 1
- EXHIBIT E** Approved Street Tree List
- EXHIBIT F** Street Tree Plan

- EXHIBIT G** Preliminary Plat
- EXHIBIT H** Minor's Estates Final Plat
- EXHIBIT I** Agreement as to Liability, Indemnity and Insurance
- EXHIBIT J** Consulting Engineer – Estimated Construction Related Costs
- EXHIBIT K** Village of Mukwonago Insurance Requirements

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

ARTICLE I – GENERAL CONDITIONS

A. Improvements.

The **SUBDIVIDER** shall construct and install, at its own expense, those on-site and off-site subdivision improvements listed on **EXHIBIT A** and further detailed in **EXHIBIT B** attached hereto and incorporated herein by this reference ("the **IMPROVEMENTS**"). The **SUBDIVIDER'S** obligation to complete the **IMPROVEMENTS** in the **SUBDIVISION** (or those improvements required by this Agreement) will arise upon execution of this **AGREEMENT** by **SUBDIVIDER and MUNICIPALITY**, recording of this **AGREEMENT** in the Waukesha County Register of Deeds, will be independent of any obligations of the **MUNICIPALITY** contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots within the **SUBDIVISION**.

B. Contractors Engaged By Subdivider.

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

C. Municipal Approval of Starting Dates.

The **SUBDIVIDER** further agrees that no work shall be scheduled for the above-mentioned improvements without the **MUNICIPAL ENGINEER'S** approval of starting date and schedule, which shall be submitted by the **SUBDIVIDER** for approval by the **MUNICIPAL ENGINEER** a minimum of fourteen (14) calendar days before work is scheduled to begin. Said schedule shall be attached as Exhibit C and incorporated herein as if fully set forth. **MUNICIPAL ENGINEER'S** approval shall not be unreasonably withheld. No building permits, except for the early start permits provided for in Article I, Section P of the **AGREEMENT**, shall be issued until the **MUNICIPAL ENGINEER** has inspected and recommended for approval; the grading, sanitary sewer, water mains, storm sewer, curb and gutter and binder course of asphalt, to serve each individual site, are in place and

constructed in accordance with all applicable requirements of this **AGREEMENT**. Subject to the approval by the Municipal Engineer, commencement of construction shall be at the discretion of the **SUBDIVIDER**.

D. Change Order to Work.

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

E. Acceptance of Work.

The **MUNICIPALITY** shall review the **IMPROVEMENTS** after all **IMPROVEMENTS** are completed and, if acceptable to the **MUNICIPAL ENGINEER**, accept such **IMPROVEMENTS** as being in compliance with the standards and specifications of the **MUNICIPALITY**. Such review and acceptance, if appropriate, will occur within 30 days of written notice from the **MUNICIPAL ENGINEER** that the **IMPROVEMENTS** are in compliance with the standards and specifications of the **MUNICIPALITY** and that all **Developer Obligations under this Agreement have been met**. At the option of the **MUNICIPALITY**, if the ground is frozen, the time for final inspection may be extended as necessary, for those **IMPROVEMENTS** which cannot be reasonably inspected when the ground is frozen, so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such **IMPROVEMENT**, the **SUBDIVIDER** shall present to the **MUNICIPALITY** valid lien waivers from all persons providing materials or performing work on the **IMPROVEMENTS** for which approval is sought. Acceptance by the **MUNICIPALITY** does not constitute a waiver by the **MUNICIPALITY** of the right to draw funds under the letter of credit on account of defects in or failure of any **IMPROVEMENT** that is detected or which occurs following such acceptance and within the guaranty period. The **SUBDIVIDER** shall keep all sidewalks, curbs, driveway approaches and other similar improvements installed by **SUBDIVIDER** clean of ice, snow, dirt or other materials during the entire guarantee period so as to allow the **MUNICIPALITY** to observe the improvements.

The **SUBDIVIDER** further agrees that the dedication of rights-of-way **IMPROVEMENTS** and the required public **IMPROVEMENTS** will not be accepted by the **MUNICIPALITY** until they have been reviewed and recommended for approval by the **MUNICIPAL ENGINEER** and furthermore until all outstanding **MUNICIPALITY** incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the **MUNICIPALITY** indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished under this **AGREEMENT**. The sanitary sewer and water main and the respective service laterals shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the **SUBDIVIDER** are submitted to the **MUNICIPAL ENGINEER** and **MUNICIPAL CLERK**, respectively. (This is necessary to aid in determining the Sewer and Water Utility's plant value.) In addition, the water system installation shall not be accepted until the Subdivider's Contractor, with the **MUNICIPALITY's** inspector observing, flushes the main, obtains two (2) consecutive safe bac-t bacteriologically safe samples 24 hours or more apart per state specifications after the system successfully passes a pressure test, at subdivider's cost.

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

The **MUNICIPALITY** will provide timely notice to the **SUBDIVIDER** whenever observation reveals that an improvement does not conform to the **MUNICIPALITY'S** standards and specifications, or is otherwise defective. The **SUBDIVIDER** shall have 30 days from the issuance of such notice to correct the defect. However, the **SUBDIVIDER** shall not be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. As used herein, the term "Force Majeure" shall mean any war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, strikes or lockouts, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the **SUBDIVIDER** or its agents or contractors, as applicable. The **MUNICIPALITY** shall not declare a default under this **AGREEMENT** during the 30 day correction period on account of any such defect unless it is clear the **SUBDIVIDER** does not intend to correct the defect or unless the **MUNICIPALITY** determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

SUBDIVIDER shall furnish **MUNICIPAL ENGINEER** with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD and in PDF, portable document format. The **MUNICIPAL ENGINEER** shall prepare "record drawings" of the improvements and update the **MUNICIPALITY's** GIS System, at **SUBDIVIDER'S** expense within 30 calendar days of binder course placement.

F. Time of Completion.

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

G. Indemnification and Insurance Required of Private Contractors.

The **SUBDIVIDER** hereby expressly agrees to indemnify and hold the **MUNICIPALITY** and its agents harmless from and against all claims, costs, including actual attorney fees, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this **AGREEMENT**. The **SUBDIVIDER** further agrees to aid and defend the **MUNICIPALITY** or its agents (at no cost to the **MUNICIPALITY** or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this **AGREEMENT** except where such suit is brought by the **SUBDIVIDER**. The **SUBDIVIDER** is not an agent or employee of the **MUNICIPALITY**. The **SUBDIVIDER** shall require all Contractors and subcontractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the **MUNICIPALITY**, and provide insurance coverage's that are established by the **MUNICIPALITY**, which are attached hereto as **Exhibit K**. The **SUBDIVIDER** shall also require Contractors engaged in the construction of this project to maintain a current Endorsement to their Insurance Policy, naming the **MUNICIPALITY** as an additional insured on a primary and noncontributory basis, in the form of a policy endorsement acceptable to the **MUNICIPAL ATTORNEY**, on file with the

MUNICIPAL ENGINEER and to provide evidence of such coverage and the evidence of the commitment to indemnify to the municipality. Said policy shall also indicate that in the event of material modification or termination, the **MUNICIPALITY** shall receive not less than thirty days advanced notice of said action.

In addition to the above, each Contractor and Subcontractor engaged in the construction of this project must complete and return the Agreement as to Liability, Indemnity and Insurance, attached hereto as **Exhibit I**, to the **MUNICIPAL ENGINEER**.

H. Guarantee of Work.

The **SUBDIVIDER** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the **MUNICIPALITY VILLAGE BOARD** (the **Guarantee Period**). During the **Guarantee Period** a Letter of Credit in the amount of 10% of the original estimated cost of all public improvements provided for hereunder shall remain in force for the full length of the one (1) year **Guarantee Period**. Notwithstanding the foregoing, the **Guarantee Period** for Street Trees shall be eighteen (18) months from the date an occupancy permit was granted for each home on a Lot.

I. Compliance with Agreement.

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

1. Grading, Erosion Control and Barricades:

- a. The **SUBDIVIDER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **MUNICIPALITY**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD) at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.
- b. The **SUBDIVIDER** shall obtain the approval of the **MUNICIPAL ENGINEER** for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. The **SUBDIVIDER** shall adhere to conditions of the approval and grants the right-of-entry on the **SUBDIVISION** to designated personnel of the **MUNICIPALITY** to inspect and monitor compliance with this requirement.
- c. The **SUBDIVIDER** shall grade the swale located in Outlot 14 of Minor's Homestead Addition 3 in accordance with the plans and specifications approved by the **MUNICIPAL ENGINEER**.
- d. In order to facilitate grading and filling of Phase 1 roads and lots and to borrow material for Phase 1 utility backfill, grading will occur on lands located in the Phase 2 Construction Limits which will be subject to this Article I, Section I(1).
- e. Prior to issuance of building permits, SUBDIVIDER shall produce and certify an as-built grading plan showing that all side yard swales and lot grades have been appropriately constructed in accordance with the approved plans. Heirs, successors, and assigns of the SUBDIVIDER shall not alter the grades of the approved plans as noted in the as-built grading plan without the approval of the MUNICIPALITY and MUNICIPAL ENGINEER

2. Sanitary Sewer Facilities and Laterals:

- a. The **SUBDIVIDER** shall install sanitary sewer mains and laterals (to 10 feet outside of the right of way) to serve all Lots within the **SUBDIVISION** in accordance with

the approved utility plans. In addition to any other approvals required by this **AGREEMENT**, until such time that all necessary approvals of plans have been obtained from the **MUNICIPAL ENGINEER** and the State of Wisconsin Department of Natural Resources, no installation of underground utilities shall commence.

- b. As required by the **MUNICIPAL ENGINEER**, the approved sanitary sewer plans shall include provisions to serve future subdivisions.
- c. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the sanitary sewer system, including location and elevation of laterals at the lot lines, prior to **MUNICIPALITY'S** acceptance of dedication.
- d. All materials used shall conform to the Standard Specifications for Sewer Main Construction of the **MUNICIPALITY**.
- e. All sanitary sewer main and laterals located within the Phase 1 Construction Limits and Phase 2 Construction Limits will be constructed as part of the Phase 1 improvements.

3. Water Mains and Service Pipes:

- a. The **SUBDIVIDER** shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all Lots within the **SUBDIVISION** as required by the plans, specifications, and requirements of the Water Utility and as approved by the State of Wisconsin Department of Natural Resources. All water service laterals two (2) inches in diameter and smaller shall be completed with a curb stop and box. All other water service laterals shall be capped and buttressed 10 feet beyond the right of way line with a control valve/with road box anchored to the main.
- b. All materials used shall conform to the **MUNICIPALITY'S** Standard Specifications.
- c. Fire hydrants shall be installed throughout the **SUBDIVISION** and in all cul-de-sacs at **SUBDIVIDER'S** expense. Fire hydrants shall not be installed or permitted within ten feet of driveway approaches, light poles or over laterals (sewer or water). No building permits shall be issued until the **MUNICIPAL ENGINEER** has determined that adequate fire hydrants are available.
- d. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible electronic AutoCAD (most recent version) and PDF approved plans of the water system, including location and elevation of laterals at the lot lines, prior to the **MUNICIPALITY'S** acceptance of dedication.
- e. No water or sewer lateral shall be placed closer than ten (10) feet from driveway aprons or driveways. This restriction shall be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- f. No phone, electronic or gas utilities shall be permitted within the drainage easements, unless the utility crosses the drainage at ninety degree angles. This restriction to be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- g. The water mains which are planned to be looped in Brockway Drive and Medina Drive must be 12" mains in accordance with the approved Site Improvement Plans. The incremental costs for pipe sizes and fittings greater than 8" in diameter will be borne by the **MUNICIPALITY** and either credited or reimbursed to the Subdivider. The increment shall be based solely on the retail pipe and fitting prices of National Waterworks.

- h. All water mains and service pipes located within the Phase 1 Construction Limits and Phase 2 Construction Limits will be constructed as part of the Phase 1 Improvements.

4. **Streets:**

- a. Leads and pavement on all streets within the **SUBDIVISION** shall be constructed to the established current standards and/or specifications of the **MUNICIPALITY**.
- b. Sidewalks shall be installed throughout the **SUBDIVISION** on both sides of the street prior to the issuance of building permits. Sidewalks shall be constructed to current standards and/or specifications of the **MUNICIPALITY**.
- c. Backfilling of trenches and excavations associated with the construction shall be done as follows: All trenches and excavations in the surface section of existing or proposed streets, driveways, parking areas, sidewalks, and street shoulders or within 5 feet of the edge of such surfaces or shoulders shall be backfilled with granular backfill, consisting of imported stone, material generated from excavation on the Property or a blend of imported stone and excavated material, as specified in the standard specifications and approved by the **MUNICIPAL ENGINEER**. All granular backfill shall be consolidated by thoroughly flushing the trenches and excavations or by methods approved by the **MUNICIPAL ENGINEER**. All other trenches and excavations may be backfilled with spoil material subject to the **MUNICIPAL ENGINEER'S** approval.
- d. The final lift of asphalt on the publicly dedicated streets shall be installed not less than three (3) winter seasons after the installation of the binder course, of asphalt; or upon the issuance of occupancy permits for residences on 80% of the Lots in Phase 1 (22 lots), whichever is the earlier date. However, the final lift of asphalt shall not be installed later than September 15, 2022. **SUBDIVIDER** shall notify the **MUNICIPAL ENGINEER**, in writing, of the dates of installation of the binder course and the final lift. The **MUNICIPAL ENGINEER** shall approve of installation of the binder course and the final lift.
 - a. The **MUNICIPALITY** will perform normal snow and ice removal work on platted public streets after the binder course of asphalt has been installed contingent upon **SUBDIVIDER**, at **SUBDIVIDER'S** expense, completing the wedge binder along curb flange, setting the manholes and valve boxes to binder elevation per **MUNICIPALITY** standard specifications. No mounding shall be used. Prior to installation of the final lift of asphalt, all damage to the curbs, gutters and other improvements shall be repaired by the **SUBDIVIDER**. Upon placement of the final coat of asphalt, rings shall be installed for the manholes and valve boxes to bring them up to grade per **MUNICIPALITY** standard specifications.
- e. The **SUBDIVIDER** shall lay #2 stone at the initial 200 feet of road at each unpaved road entrance to the **SUBDIVISION** to assist in the removal of excessive mud and debris prior to construction vehicles' egress from the Property. In the event that the laying of this stone at the exits does not accomplish the removal of excessive mud and debris, then it is specifically understood and agreed to by **SUBDIVIDER** that **SUBDIVIDER** shall be responsible, at **SUBDIVIDER'S** expense, for cleaning mud and debris from the road, and the **MUNICIPALITY** may prevent ingress and egress, except as necessary to bring the road to binder condition. The **SUBDIVIDER** shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until the **MUNICIPALITY** has granted final acceptance. After final acceptance, the **MUNICIPALITY** shall make a reasonable

effort to require the contractor who is responsible for placing the mud, dirt, stone or debris on the street to clean up the same or to hold the subject property owner who hired the contractor responsible. The **SUBDIVIDER** and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving notice from the **MUNICIPALITY**. If said mud, dirt, stone or debris are not cleaned up after notification, the **MUNICIPALITY** may do so at the **SUBDIVIDER'S** and/or subject property owner's expense, at the option of the **MUNICIPALITY**. The **MUNICIPALITY** shall withhold the occupancy permit for any lot that, as a result of construction, creates street hazards requiring cleaning. Occupancy permits shall be withheld until the street is cleaned to the satisfaction of the **MUNICIPALITY**. The **MUNICIPALITY** shall have the additional right to prevent access to streets requiring cleaning until such cleaning is complete.

- f. Only one (1) driveway apron shall be permitted per residence. In the event more than one driveway apron is constructed for a lot and/or residence, then all but one apron shall be removed prior to the granting of an occupancy permit. This restriction to be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- g. Due to traffic safety concerns certain driveway aprons are to be located in specific locations as shown on **EXHIBIT H** on file with the **MUNICIPALITY**.

5. **Storm Water Management Structures:**

- a. The **SUBDIVIDER** shall install all storm water management facilities including related public and private storm sewers required by **MUNICIPALITY** Ordinance and the plans and specifications approved by the **MUNICIPAL ENGINEER**. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the storm water management system prior to **MUNICIPALITY'S** acceptance of dedication of the public storm water management facilities located within the road right-of-way.
- b. The **SUBDIVIDER** shall be responsible for the maintenance of all required storm water facilities located inside the **SUBDIVISION** prior to acceptance of the storm sewer facilities by the **MUNICIPALITY**. After such acceptance of the storm sewer facilities the **SUBDIVIDER** shall remain responsible for the maintenance responsibilities to the Minor's Homestead West Homeowners Association, Inc. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately. **Minor's 4** has obtained and entered into a Storm Water Easement with the Minor's Homestead West Homeowners Association, Inc. by instrument recorded in the Waukesha County Register of Deeds on December 23, 2015, as Document No. 4183547 and a Storm Water Maintenance Agreement with the **MUNICIPALITY** by instrument recorded on December 23, 2015, as Document No. 4183550 relating to the storm water facility maintenance requirements and sharing of costs for the maintenance of the existing storm water drainage pond and facilities located in Outlots 11 and 14 of Minor's Homestead Addition No. 3.
- c. All underground services shall be constructed according to **MUNICIPAL** specifications and/or as reasonably required by Department Heads and Village Engineers.
- d. Interim inlets set to the top of binder grade shall be required only at the low point of sag curves or at the first set of inlets upstream of the connection to an existing paved road.
- e. After the **SUBDIVIDER** has completed the installation of the storm sewer and/or sanitary sewer, the **SUBDIVIDER** shall televise the storm sewer and the sanitary

sewer lines upon completion and prior to acceptance of the improvements and **SUBDIVIDER** shall cause the lines to be cleaned if determined to be necessary by the **MUNICIPALITY**. The **SUBDIVIDER** shall cause the lines to be televised with the approval of the Village Engineer and shall provide the tape or a copy of the tape to the **MUNICIPAL ENGINEER** for the purpose of determining whether any lines need to be cleaned.

- f. All public and private storm sewers located within the Phase 1 Construction Limits and Phase 2 Construction Limits will be constructed as part of the Phase 1 Improvements.

6. Other Improvements Required:

- a. Where standards and/or specifications have not been established or referenced by the **MUNICIPALITY**, all work shall be made in accordance with established engineering and construction practices as designated and approved by the **MUNICIPAL ENGINEER**.
- b. The **SUBDIVIDER** shall landscape all right-of-way and public land with topsoil, seed and mulch per **MUNICIPALITY** standard specifications.
- c. Streetlights shall be installed at each intersection and above each fire hydrant. Streetlights are to be decorative but down lighting. The We-Energies street lighting plan shall be provided to **MUNICIPALITY** for approval prior to installation of the streetlights. The **SUBDIVIDER** shall install Night Aura LED coach light fixture and smooth black fiberglass pole. **SUBDIVIDER** agrees to order and pay for all costs related to the installation of streetlights under "Option B" offered by We Energies. This option requires payment in full prior to installation. The **MUNICIPALITY** shall be responsible for the electric charges after acceptance of the **IMPROVEMENTS**. We-Energies shall install all streetlights. Provided that the **SUBDIVIDER** has delivered all required letters of credit to the **MUNICIPALITY**, building permits may be issued prior to the installation of streetlights.
- d. **SUBDIVIDER** agrees to pay for all costs related to the purchase and installation of all street and traffic signs and traffic pavement markings. The **MUNICIPALITY** shall order and install all street and traffic signs and traffic pavement markings. The **MUNICIPALITY** shall initially install all signs and **SUBDIVIDER** shall be responsible for any necessary reinstallations until acceptance of the streets.
- e. The **SUBDIVIDER** shall cause a minimum of one tree to be planted every fifty feet, between the street and the sidewalk within 6 months after the issuance of an occupancy permit for each Lot or at an earlier time as determined at the sole discretion of the **SUBDIVIDER**. The **SUBDIVIDER** shall maintain the trees for three full years. The trees to be planted in the street yard shall be the type and size as set forth in the **MUNICIPALITY** Approved Street Tree List attached hereto as **EXHIBIT E** and as generally shown on the Street Tree Plan as set forth in attached **EXHIBIT F**. All trees planted under this section shall be two and one half inch diameter at the height of 48 inches off the ground. If the proposed street trees species as noted on the Street Tree Plan set forth in Exhibit E are unavailable due to low inventory or lack of supply, the **DEVELOPER** may request a substitution of said species on a case by case basis subject to approval by the Director of Public Works and the Community Planner. If a substitution of species is made, a revised Planting Plan shall be required. Street trees shall be planted no closer than:
 - a. Twenty-five feet from an intersection of two streets measure on the property line.
 - b. Twenty feet from a signal or power pole.

- c. Ten feet from a driveway approach.
- d. Fifteen feet from a fire hydrant.
- e. Ten feet from gas, water valves, sewer lateral and water lateral.
- f.
- g. The **SUBDIVIDER** shall lawfully dispose of any outbuildings or construction debris, remove all destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish in a timely manner.
- h. The **SUBDIVIDER** shall be responsible for the control of all weeds, grass and underbrush on each Lot until the sale of each Lot by **SUBDIVIDER**. All subsequent owners of any lot(s) shall be responsible for weed control.
- i. In the event the **DEVELOPER** or Property Owner desires to vary the location of the driveway from what is noted in the Exhibits to this **AGREEMENT**, the party seeking the modification must obtain the consent of the **DEVELOPER**, the Village Director of Public Works and the Village Community Planner. The **DEVELOPER** acknowledges that such a request may be denied because of grading, utilities, storm water or other factors and that the Builder/Property Owner shall be advised of this limitation prior to the sale of Lots.
- j. Pursuant to **MUNICIPAL** Specifications, driveway aprons are public improvement as they are located within the right of way. The **SUBDIVIDER'S** Letter of Credit will not be released in full until the driveway openings/aprons, constructed as part of the **IMPROVEMENTS** subject to this **AGREEMENT**, have been completed.

J. SUBDIVIDER to Reimburse the MUNICIPALITY for Costs Sustained.

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

- a. The cost of **MUNICIPAL** employees' time engaged in any way with the required public **IMPROVEMENTS** based on the hourly rate paid to the employee multiplied by a factor determined by the **MUNICIPALITY** representing the **MUNICIPALITY'S** cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of **MUNICIPALITY** equipment employed.
- c. The cost of mileage reimbursed to **MUNICIPAL** employees, which is attributed to the land division.
- d. The actual costs of **MUNICIPAL** materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 5% of the cost of the materials.
- e. The costs incurred by the **MUNICIPALITY** in connection with the cost for review and approval of legal documents including deed restrictions.
- f. All consultant fees paid by the **MUNICIPALITY**, including planning, legal and engineering, associated with this **AGREEMENT** and the **IMPROVEMENTS** shall be reimbursed by **SUBDIVIDER** at the invoiced amount plus a one percent (1%) administrative fee. The consultant engineering fees for the construction review have been estimated by the consultant to cost \$71,118.00 based on the estimated contractor schedule as shown in the Estimated Construction Related Costs worksheet attached hereto as **EXHIBIT J**. Notwithstanding the foregoing, these fees are solely for Phase I construction and Phase 2 utility construction only. Upon the **DEVELOPER** proceeding with the remainder of Phase 2 construction, additional consultant fees will be estimated based on a developer-provided schedule for the remainder of the construction of Phase II, which amount shall be agreed upon prior to the remainder of

Phase 2 construction commencing. Any deviations to the contractor's schedule to a lesser or greater extent shall impact the cost of construction review accordingly.

K. Surety.

- a. Prior to commencing work on the **IMPROVEMENTS**, the **SUBDIVIDER** agrees to furnish the **MUNICIPALITY** with surety in the form of irrevocable letters of credit, or other such form as deemed acceptable by the **MUNICIPALITY** in the minimum amount of 120% of estimated costs to secure performance of this **AGREEMENT** in accordance with the **MUNICIPALITY'S** Land Division Ordinance. A letter of credit shall remain in full force and effect until completion of the Guarantee Period, as defined in Article I Paragraph H of this **AGREEMENT**.
- b. As work progresses on installation of **IMPROVEMENTS** constructed as part of the **AGREEMENT**, the **MUNICIPAL ENGINEER**, upon written request from the **SUBDIVIDER** from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, greenway or other **IMPROVEMENTS**) are completed by the **SUBDIVIDER**, and the **MUNICIPAL ENGINEER** recommends a reduction in the surety, the **MUNICIPAL** Board is authorized, upon submission of lien waivers by the **SUBDIVIDER'S** contractors, to reduce the amount of surety. This partial reduction in the surety does not constitute "acceptance" of the **IMPROVEMENTS**.
- c. Upon acceptance by the **MUNICIPAL BOARD** of the **IMPROVEMENTS** constructed as part of this **AGREEMENT**, the **MUNICIPALITY** agrees to reduce the surety to the amount set forth in Article I Paragraph H of this Agreement to secure performance of the guarantee during the guarantee period described in this **AGREEMENT**, subject to the approval of the **MUNICIPAL ENGINEER**.

L. SUBDIVIDER'S Designated Project Manager.

The **SUBDIVIDER** hereby appoints Joe Bukovich as the Project Manager, said individual shall act as the **SUBDIVIDER'S** representative during the construction phase of the installation of these **IMPROVEMENTS**. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number: cell phone (262) 424-5997 or office phone (262) 938-4423. The mailing address of **SUBDIVIDER** for this construction project shall be as follows: Mr. Joe Bukovich, c/o Point Real Estate, 19000 W. Bluemound Road, Brookfield, WI 53045. In the event that the project manager is replaced, then the **SUBDIVIDER** shall notify the Village Zoning Administrator, Village Clerk and Village Engineer in writing within 3 business days of the replacement.

M. Engineer of Record.

The **MUNICIPALITY** hereby appoints Jerad Wegner of Ruekert and Mielke as the Engineer for the project. His telephone number is (262) 542-5733 and his mailing address is: Ruekert & Mielke, W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin 53188-1020

ARTICLE II – SUPPLEMENTAL GENERAL CONDITIONS

A. No Vested Rights Granted.

Except as provided by law, or as expressly provided in this **AGREEMENT**, no vested right in connection with this project shall inure to the **SUBDIVIDER**. Nor does the

MUNICIPALITY warrant by this **AGREEMENT** that the **SUBDIVIDER** is entitled to any other approvals required.

B. No Further Lot Division.

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

C. No Waiver.

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

D. Amendment/Modification.

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

E. Default.

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

F. Right to Cure.

Upon any default by **SUBDIVIDER** of this **AGREEMENT** and as a condition precedent prior to the **MUNICIPALITY** exercising any of its rights and remedies available pursuant to this **AGREEMENT** for such default, the **MUNICIPALITY** shall give the **SUBDIVIDER** written notice of the default and the **SUBDIVIDER** shall then have 15 days to cure such default. After the **MUNICIPALITY** has given 15 days' written notice to the **SUBDIVIDER** of the default, but only if the default has not been cured to the reasonable satisfaction of the **MUNICIPALITY** within said 15 days, or if the default cannot reasonably be cured in the determination of the **MUNICIPALITY** within 15 days and **SUBDIVIDER** does not provide assurances satisfactory to the **MUNICIPALITY** that the default will be cured as soon as possible, **SUBDIVIDER** shall be deemed in default of this **AGREEMENT** and the **MUNICIPALITY** shall be entitled to exercise any and all of its rights and remedies as set forth in this **AGREEMENT**. **SUBDIVIDER** and the **MUNICIPALITY** acknowledge and agree that this 15 day right to cure set forth herein shall not apply when the **MUNICIPALITY** deems the default to adversely affect public health, safety or welfare or the preservation of private property.

F. Entire Agreement.

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

G. Time.

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

H. Severability.

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

I. Benefits.

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

J. Immunity.

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

K. Notice.

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to SUBDIVIDER

Minor's Estates Investments LLC
Mr. Wolf Korndoerfer, Managing Member
7900 Durand Avenue, Building 10
Sturtevant, WI 53177

and

Mr. Mike Kaerek, Managing Member
11600 W. Lincoln Avenue
West Allis, WI 53227

If to MUNICIPALITY

VILLAGE OF MUKWONAGO
Diana Dykstra, Village Clerk
440 River Crest Court
Mukwonago, WI 53149

WITH COPIES TO

Attorney Mark G. Blum

720 Clinton Street
Waukesha, WI 53186
AND

Mr. Jerad Wegner, P.E.

Ruekert & Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

L. Recordation.

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

M. Personal Jurisdiction and Venue.

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

N. Water Impact Fees.

As required in the **MUNICIPAL** Ordinances, Lot Owners shall pay all sewer, water and park impact fees for their lot to the Village, prior to the Village issuing a building permit for the Lot.

O. Building Permits.

No building permits, except those identified in Section P below, shall be issued until:

1. The sanitary sewer, water main, storm sewer and laterals have been installed per the approved construction plans and have passed all tests.
2. The curb and gutter, binder course of asphalt and sidewalks have been installed.

P. Early Start Permits.

Notwithstanding anything contained in this **AGREEMENT** to the contrary, up to ten (10) early issue building permits to facilitate model home or spec home construction will be allowed by the **MUNICIPALITY** in the **SUBDIVISION** upon meeting the requirements of Article I Section O(1) above. All such homes shall be initially planned for model home or spec home use. Building permits for such model or spec homes may be issued prior to the installation of the natural gas and electric service, provided, however, the model homes and/or spec homes may not be occupied for residential living purposes until the **SUBDIVIDER** has installed all such utility services, and until the **SUBDIVIDER** has installed, the **MUNICIPALITY** has accepted, all necessary public improvements, except the final lift of asphalt on the roads. The **SUBDIVIDER** shall install and maintain a 20 foot wide gravel emergency access route to each home constructed prior to completion of the binder course of asphalt.

Q. Effective Date.

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

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4/1/21

(Signature Pages To Follow)

4/1/21

The **SUBDIVIDER** is aware that as each Lot within the subdivision applies for building permits, additional impact fees will be imposed on the Lot Owner prior to the issuance of the building permit.

The extension of the sewer and water mains to the site shall be at the expense of and the responsibility of the **SUBDIVIDER**. The **SUBDIVIDER** agrees and understands that the **MUNICIPALITY** will require that the sewer be designed and constructed so as to gravity flow to the sewerage treatment plant and that pumping stations will not be permitted.

SIGNED THIS _____ DAY OF _____, 20__

VILLAGE OF MUKWONAGO)

WAUKESHA AND WALWORTH) ss.

COUNTIES, WISCONSIN)

By: _____

Fred Winchowky, Village President

Attest: _____

Diana Dykstra, Village Clerk

ACKNOWLEDGEMENT)

STATE OF WISCONSIN) ss.

COUNTY OF WAUKESHA)

Personally came before me this ____ day of _____, 20__, the above-named Fred Winchowky, Village of Mukwonago President, and Diana Dykstra, Village of Mukwonago Clerk, to me known to be the persons and officers who executed for foregoing instrument and acknowledged that they executed the same as such officers off the VILLAGE OF MUKWONAGO.

Signed _____

Name _____ Notary Public, State of Wisconsin

My Commission expires _____

4/1/21

Minor's Estates Investments LLC

By _____
Wolfgang Korndorfer, its managing member

By _____
Michael J. Kaerek, its managing member

ACKNOWLEDGMENT

STATE OF _____)
)SS
_____ COUNTY)

Personally came before me this _____ day of _____, 20__, the above named Wolfgang Korndorfer, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public

My commission expires _____

ACKNOWLEDGMENT

STATE OF _____)
)SS
_____ COUNTY)

Personally came before me this _____ day of _____, 20__, the above named Michael J. Kaerek, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public

My commission expires _____

3/30/21

Exhibit A
PHASE 1 PUBLIC IMPROVEMENT COSTS, LIST OF WORK
AND RESPONSIBILITIES OF SUBDIVIDER

March 18, 2021

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Minor's Estates Phase 4
Letter of Credit Recommendation

Dear President Winchowky:

A public improvement letter of credit breakdown along with the contractor's estimate was submitted to us for review for the Minor's Estates Phase 4 development. The attachments included with this letter detail a clear breakdown of all utility categories and includes all required public improvement costs as specified in the Developer Agreement.

We believe that the costs, as defined and detailed in the attached documents, adequately represents and covers the proposed public improvement work. We are recommending that a letter of credit value be established in the amount of **\$2,037,634.94**.

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, E.I.T.
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg

Enclosure

cc: Diana Dykstra, Village of Mukwonago
John Weidl, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Bob Harley, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
John Fellows, Village of Mukwonago
Joe Bukovich, P.E., Point Real Estate
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

March 9, 2021

Point Real Estate
19000 Bluemound Rd.
Brookfield, WI 53045

Attn: Joe Bukovich

Re: Minor's Estates
Mukwonago, WI

The following is our proposal to install sanitary sewer, water main and storm sewer on the above referenced project per the plans prepared by Lynch and Associates dated 2/20/19 and per the following:

DFT QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
160 LF		8" Water Main (including tees, bends, tracer wire, temporary plug) w/compacted spoil	\$52.00	\$8,320.00
1,780 LF		12" Water Main (including tees, bends and tracer wire) w/compacted spoil	59.00	105,020.00
1,267 LF		1-1/2" Water Lateral w/compacted spoil	51.00	64,617.00
1 EA		8" Gate Valve	1,600.00	1,600.00
6 EA		12" Gate Valve	2,600.00	15,600.00
2 EA		Connect to Existing Water Main	2,700.00	5,400.00
6 EA		Hydrant Assembly (including tee, valve, lead, tracer wire box)	6,100.00	36,600.00
8 EA		Sanitary Manhole	2,900.00	23,200.00
1,247 LF		6" Sanitary Lateral w/compacted spoil	46.00	57,362.00
1,781 LF		8" Sanitary Sewer w/compacted spoil backfill	52.00	92,612.00
10 EA		Storm Manhole	1,400.00	14,000.00
11 EA		Catch Basin Neenah R-3067-L	1,600.00	17,600.00
142 LF		12" RCP CL V Pipe w/compacted spoil	45.00	6,390.00
1,364 LF		15" RCP CL IV Pipe w/compacted spoil	51.00	69,564.00
2,040 LF		Fine road grading	6.75	13,770.00
1,950 CY		8" Aggregate Base Course	34.00	66,300.00
7,660 SY		1-1/2" Asphalt Surface Course installed in 2020	9.00	68,940.00
7,660 SY		2-1/2" Asphalt Binder Course	8.85	67,791.00
4,080 LF		30" Curb and Gutter	14.75	60,180.00
4,015 LF		5' Wide Concrete Sidewalk with Gravel Base	20.50	82,307.50

16 EA	Detectable Warning Field	375.00	6,000.00
64 LF	Sawcut Asphalt Pavement	7.00	448.00
1 LS	Traffic Control	5,500.00	5,500.00
1 LS	Grading (including topsoil stripping, excavation, filling, compaction)	204,477.00	204,477.00
1 LS	Respread topsoil, seed, fertilizer, mulch	57,460.00	57,460.00
14 EA	Inlet Protection	106.00	1,484.00
2,268 LF	Silt Fence	1.50	3,402.00
4,333 SF	Erosion Mat	1.74	7,539.42
21 EA	Ditch Checks	132.00	2,772.00
1 LS	Clearing and Grubbing	10,500.00	10,500.00
990 LF	12" Water Main (including tees, bends and tracer wire) w/compacted spoil	61.00	60,390.00
741 LF	1-1/2" Water Lateral w/compacted spoil	55.00	40,755.00
1 EA	12" Gate Valve	2,600.00	2,600.00
1 EA	Connect to Existing Water Main	2,700.00	2,700.00
2 EA	Hydrant Assembly (including tee, valve, lead, tracer wire box)	6,100.00	12,200.00
2 EA	Sanitary Manhole	3,000.00	6,000.00
731 LF	6" Sanitary Lateral w/compacted spoil	48.00	35,088.00
797 LF	8" Sanitary Sewer w/compacted spoil backfill	53.00	42,241.00
2 EA	Storm Manhole	1,500.00	3,000.00
4 EA	Catch Basin Neenah R-3067-L	1,700.00	6,800.00
72 LF	12" RCP CL V Pipe w/compacted spoil	55.00	3,960.00
597 LF	15" RCP CL IV Pipe w/compacted spoil	54.00	32,238.00
32 LF	Sawcut Asphalt Pavement	5.00	160.00
1 LS	Traffic Control	6,983.44	6,983.44
1 LS	Grading (including topsoil stripping, excavation, filling, compaction)	151,900.00	151,900.00
1 LS	Respread topsoil, seed, fertilizer, mulch	54,883.00	54,883.00
4 EA	Inlet Protection	106.00	424.00
1,440 LF	Silt Fence	1.50	2,160.00
10,824 SF	Erosion Mat	1.74	18,833.76
21 EA	Ditch Checks	132.00	2,772.00
1 LS	Clearing and Grubbing	9,985.00	9,985.00

TOTAL BID

\$1,672,829.12

SCHEDULE OF FIXED PRICES

1 Granular Utility Backfill	11.00/TN
2 Road Undercuts, including geotextile fabric and stone	72.00/CY

ALTERNATES

4 EA	Interim Inlets	920.00	3,680.00
4,900 SF	6" Concrete Approaches W/2" Base	5.60	27,440.00

CONDITIONS:

- 1 Pricing is based on grading and utility work to be completed in one phase.
- 2 Does not include overtime costs if work becomes late season.
- 3 Compaction testing by others.
- 4 Inspection by others.
- 5 Bond, if required, add 1%.
- 6 Rock removal, if needed, to be negotiated.
- 7 Heavy dewatering, if required to be negotiated on a time and material basis.
- 8 Staking and layout by others.
- 9 Street opening permits by others.
- 10 Spoil backfill in all areas.
- 11 Granular backfill under paved areas per alternate price as required.
- 12 By pass pumping if required to be negotiated on a time and material basis.
- 13 All plan approvals by others.
- 14 Connection fees by others.
- 15 DNR permits by others.
- 16 Excavation for unsuitable subgrade or contaminated soil by others.
- 17 Pricing is based on no soil borings provided.

Please let me know if you have any questions regarding the information provided above.

Sincerely,

D. F. TOMASINI CONTRACTORS, INC.



Kirk Dexheimer
President

Minor's Estates - Phase 1 Letter of Credit Cost Breakdown
Per DF Tomasini Contract Proposal

Phase 1 Infrastructure Costs									
Phase 1 Infrastructure Costs					DF Tomasini Proposal Form 3/9/21			Infrastructure	
Item			Estimated		Bid	Unit Bid	Bid Price	Infrastructure	
No.	Description	Unit	Quantity	Quantity	Price			Subtotals	Infrastructure Item
1	8" Water Main (including tees, bends, tracer wire, temporary plug) w/ compacted spoil backfill	LF	160	160	\$52.00		\$8,320.00		
2	12" Water Main (including tees, bends and tracer wire) w/ compacted spoil	LF	1,845	1,780	\$59.00		\$105,020.00		
3	1 ½" Water Lateral w/ compacted spoil	LF	1,273	1,267	\$51.00		\$64,617.00		
4	8" Gate Valve	EA	1	1	\$1,600.00		\$1,600.00		
5	12" Gate Valve	EA	5	6	\$2,600.00		\$15,600.00		
6	Connect to Existing Water Main	EA	2	2	\$2,700.00		\$5,400.00		
7	Hydrant Assembly (including tee, valve, lead, tracer wire box)	EA	7	6	\$6,100.00		\$36,600.00	\$237,157.00	Phase 1 Watermain
8	Sanitary Manhole	EA	8	8	\$2,900.00		\$23,200.00		
9	6" Sanitary Lateral w/ compacted spoil	LF	1,296	1,247	\$46.00		\$57,362.00		
10	8" Sanitary Sewer w/ compacted spoil backfill	LF	1,781	1,781	\$52.00		\$92,612.00	\$173,174.00	Phase 1 Sanitary
11	Storm Manhole	EA	10	10	\$1,400.00		\$14,000.00		
12	Catch Basin Neenah R-3067-L	EA	11	11	\$1,600.00		\$17,600.00		
13	12" RCP CL V Pipe w/ compacted spoil	LF	130	142	\$45.00		\$6,390.00		
14	15" RCP CL IV Pipe w/ compacted spoil	LF	1,364	1,364	\$51.00		\$69,564.00	\$107,554.00	Phase 1 Storm
15	Fine road grading	LF	2,040	2,040	\$6.75		\$13,770.00		
16	8" Aggregate Base Course	CY	1,950	1,950	\$34.00		\$66,300.00		
17	1 ½" Asphalt Surface Course installed in 2020	SY	7,660	7,660	\$9.00		\$68,940.00		
18	2 ½" Asphalt Binder Course	SY	7,660	7,660	\$8.85		\$67,791.00		
19	30" Curb and Gutter	LF	4,080	4,080	\$14.75		\$60,180.00		
20	Concrete Sidewalk with Gravel Base	LF	4,015	4,015	\$20.50		\$82,307.50		
21	Detectable Warning Field	EA	16	16	\$375.00		\$6,000.00		
22	Sawcut Asphalt Pavement	LF	64	64	\$7.00		\$448.00		
23	Traffic Control	LS	1	1	\$5,500.00		\$5,500.00	\$371,236.50	Phase 1 Paving
24	Grading (including topsoil stripping, excavation, filling, compaction)	LS	1	1	\$204,477.00		\$204,477.00		
25	Respread topsoil, seed, fertilizer, mulch	LS	1	1	\$57,460.00		\$57,460.00		
26	Inlet Protection	EA	14	14	\$106.00		\$1,484.00		
27	Silt Fence	LF	2,268	2,268	\$1.50		\$3,402.00		
28	Erosion Mat	SF	4,248	4,333	\$1.74		\$7,539.42		
29	Ditch Checks	EA	21	21	\$132.00		\$2,772.00		
30	Clearing and Grubbing	LS	1	1	\$10,500.00		\$10,500.00	\$287,634.42	Phase 1 Grading
Total Phase 1 Infrastructure Costs							\$1,176,755.92		

Minor's Estates - Phase 1 Letter of Credit Cost Breakdown
Per DF Tomasini Contract Proposal

	Phase 2 Infrastructure Constructed in Phase 1				DF Tomasini Proposal Form 3/9/21			
	Item			Estimated	Bid	Unit Bid	Bid Price	Infrastructure
	No.	Description	Unit	Quantity	Quantity	Price		Subtotals
	1	12" Water Main (including tees, bends and tracer wire) w/ compacted spoil	LF	934	990	\$61.00	\$60,390.00	
	2	1 ½" Water Lateral w/ compacted spoil	LF	707	741	\$55.00	\$40,755.00	
	3	12" Gate Valve	EA	1	1	\$2,600.00	\$2,600.00	
	4	Connect to Existing Water Main	EA	2	1	\$2,700.00	\$2,700.00	
	5	Hydrant Assembly (including tee, valve, lead, tracer wire box)	EA	2	2	\$6,100.00	\$12,200.00	\$118,645.00 Phase 2 Watermain
	6	Sanitary Manhole	EA	2	2	\$3,000.00	\$6,000.00	
	7	6" Sanitary Lateral w/ compacted spoil	LF	697	731	\$48.00	\$35,088.00	
	8	8" Sanitary Sewer w/ compacted spoil	LF	787	797	\$53.00	\$42,241.00	\$83,329.00 Phase 2 Sanitary
	9	Storm Manhole	EA	2	2	\$1,500.00	\$3,000.00	
	10	Catch Basin Neenah R-3067-L	EA	4	4	\$1,700.00	\$6,800.00	
	11	12" RCP CL V Pipe w/ compacted spoil	LF	64	72	\$55.00	\$3,960.00	
	12	15" RCP CL IV Pipe w/ compacted spoil	LF	607	597	\$54.00	\$32,238.00	\$45,998.00 Phase 2 Storm
	13	Sawcut Asphalt Pavement	LF	32	32	\$5.00	\$160.00	
	14	Traffic Control	LS	1	1	\$6,983.44	\$6,983.44	\$7,143.44 Phase 2 Paving
	15	Grading (including topsoil stripping, excavation, filling, compaction)	LS	1	1	\$151,900.00	\$151,900.00	
	16	Respread topsoil, seed, fertilizer, mulch	LS	1	1	\$54,883.00	\$54,883.00	
	17	Inlet Protection	EA	4	4	\$106.00	\$424.00	
	18	Silt Fence	LF	1,440	1,440	\$1.50	\$2,160.00	
	19	Erosion Mat	SF	9,295	10,824	\$1.74	\$18,833.76	
	20	Ditch Check	EA	21	21	\$132.00	\$2,772.00	
	21	Clearing and Grubbing	LS	1	1	\$9,985.00	\$9,985.00	\$240,957.76 Phase 2 Grading
		Total Phase 2 Infrastructure Costs Constructed in Phase 1					\$496,073.20	
		Total Phase 1 and Phase 2 Infrastructure Costs Constructed in Phase 1					\$1,672,829.12	

Minor's Estates Phase 1 Letter of Credit

		BEGINNING	Reduction			Reduction	Reduction			BALANCE
ITEM		BID LOC	#1	Reduction #2	#3	#4	Reduction #5	Reduction #6		
1	Grading and erosion control	\$ 528,592.18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	528,592.18
2	Sanitary sewer construction	\$ 256,503.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	256,503.00
3	Water system construction	\$ 355,802.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	355,802.00
4	Storm sewer construction	\$ 153,552.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	153,552.00
5	Road paving incl. stone base, curb, binder & sidewalk	\$ 309,439.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	309,439.94
6	Surface course paving (2022)	\$ 68,940.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	68,940.00
7	Street trees (63 Ph. 1 trees)	\$ 25,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	25,200.00
8	Contingency (20%)	\$ 339,605.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	339,605.82
TOTAL		\$ 2,037,634.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	\$ 2,037,634.94

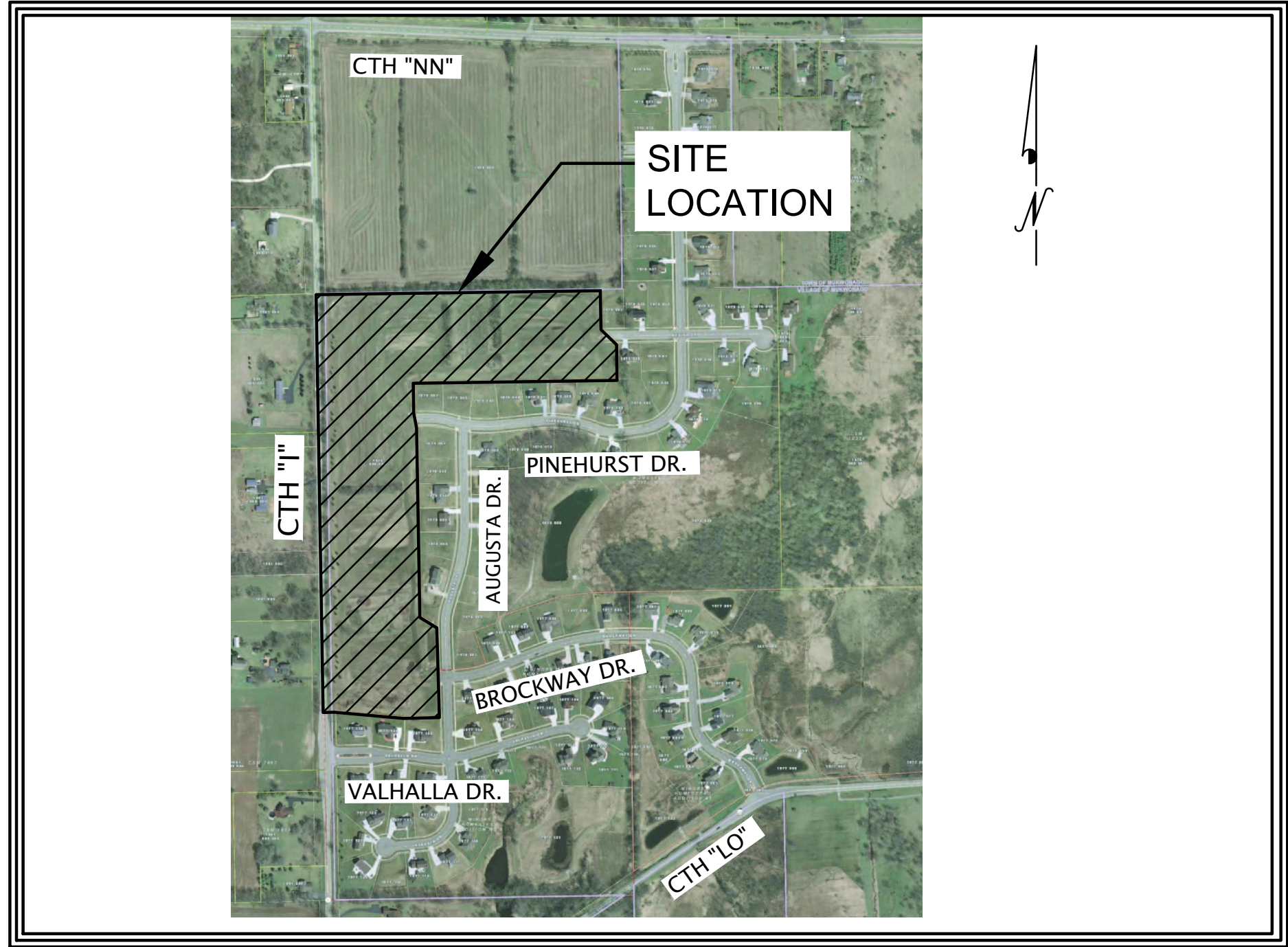
Notes:

Guarantee for improvements expires_____

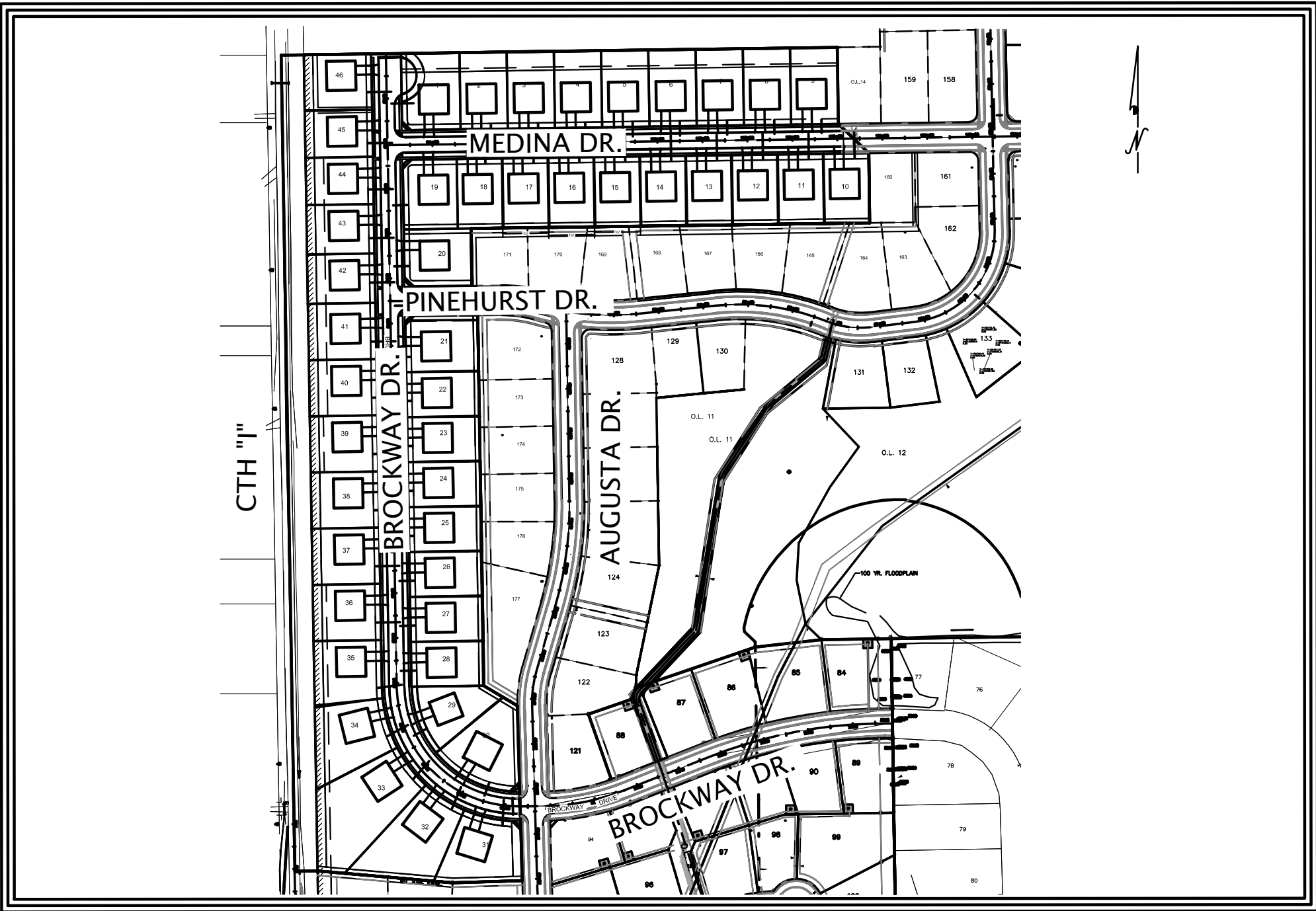
3/30/21

EXHIBIT B
SITE IMPROVEMENT PLANS FOR MINOR'S ESTATES

SITE IMPROVEMENT PLANS
FOR
MINOR'S ESTATES
VILLAGE OF MUKWONAGO, WAUKESHA, WISCONSIN

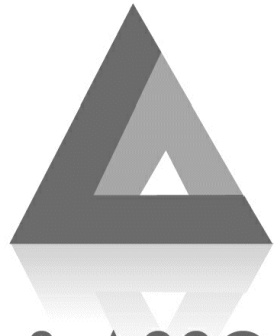


VICINITY MAP



SITE MAP PART OF THE NW ¼, & THE SW ¼, OF THE NW 1/4 SECTION 35, TOWN 5 NORTH, RANGE 18 EAST

DEVELOPER:
MINOR'S ESTATES INVESTMENTS LLC
7900 DURAND AVENUE, BLG. 10
STURTEVANT, WI 53177
DEVELOPER REPRESENTATIVE:
POINT REAL ESTATE
19000 W. BLUEMOUND RD.
BROOKFIELD, WI 53045
ENGINEER:
LYNCH & ASSOCIATES -
ENGINEERING CONSULTANTS, LLC
5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
262-402-5040



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE, NEW BERLIN, WI 53151 (262) 402-5040

SITE IMPROVEMENT PLANS
FOR
MINOR'S ESTATES

SHEET INDEX

1	TITLE SHEET, SHEET INDEX, VICINITY AND SITE MAP
2	OVERALL UTILITY SYSTEM MAP
3	DETAIL SHEET
4	DETAIL SHEET
5	DETAIL SHEET
6	ROADWAY & STORM SEWER PLAN (STA 50+00 - STA 61+00)
7	ROADWAY & STORM SEWER PLAN (STA 61+00 - STA 69+94)
8	ROADWAY & STORM SEWER PLAN (STA 80+00 - STA 82+00)
9	ROADWAY & STORM SEWER PLAN (STA 110+00 - 120+28)
10	SANITARY & WATER MAIN PLAN & PROFILE-BROCKWAY DR.
11	SANITARY & WATER MAIN PLAN & PROFILE-BROCKWAY DR.
12	SANITARY & WATER MAIN PLAN & PROFILE-PINEHURST DR.
13	SANITARY & WATER MAIN PLAN & PROFILE-MEDINA DR.
14	FINAL GRADING PLAN
15	FINAL GRADING PLAN
16	FINAL GRADING PLAN
17	FINAL GRADING PLAN
18	INTERIM GRADING & EROSION CONTROL PLAN
19	INTERIM GRADING & EROSION CONTROL PLAN
20	INTERIM GRADING & EROSION CONTROL PLAN
21	INTERIM GRADING & EROSION CONTROL PLAN



TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN
CALL DIGGERS HOTLINE
TOLL FREE
800-242-8511
(414-259-1181 MILWAUKEE METRO)
(TDD: 800-542-2289)
www.diggershotline.com
WIS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE.

CAUTION NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

INITIALS DATE		0 NTS SCALE PROJECT NO. 19.0001	
DESIGNED	DKV 3/30/15		
DRAWN	PB 3/30/15		
CHECKED	TCL 3/30/15		
NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	jab	6-02-15
2	Address R/M letter dated 6-22-15	jab	7-02-15
3	Overflow swales in O.L. 8 & O.L. 12	dkv	10-14-15
4	Revise grading	jrm	02-20-19
5	Revise Sidewalk added Building Pads	brw	3-25-21
6	Phase 1 construction area revision	brw	3-25-21
TITLE SHEET, INDEX VICINITY MAP SITE MAP		SHEET NO. 1 OF 21	



5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15
2	Phase 1 Construction added 3-25-21	brw	3-25-21

MINOR'S ESTATES
PROJECT SYSTEM MAPS

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 140'
SCALE

PROJECT NO.
19.0001

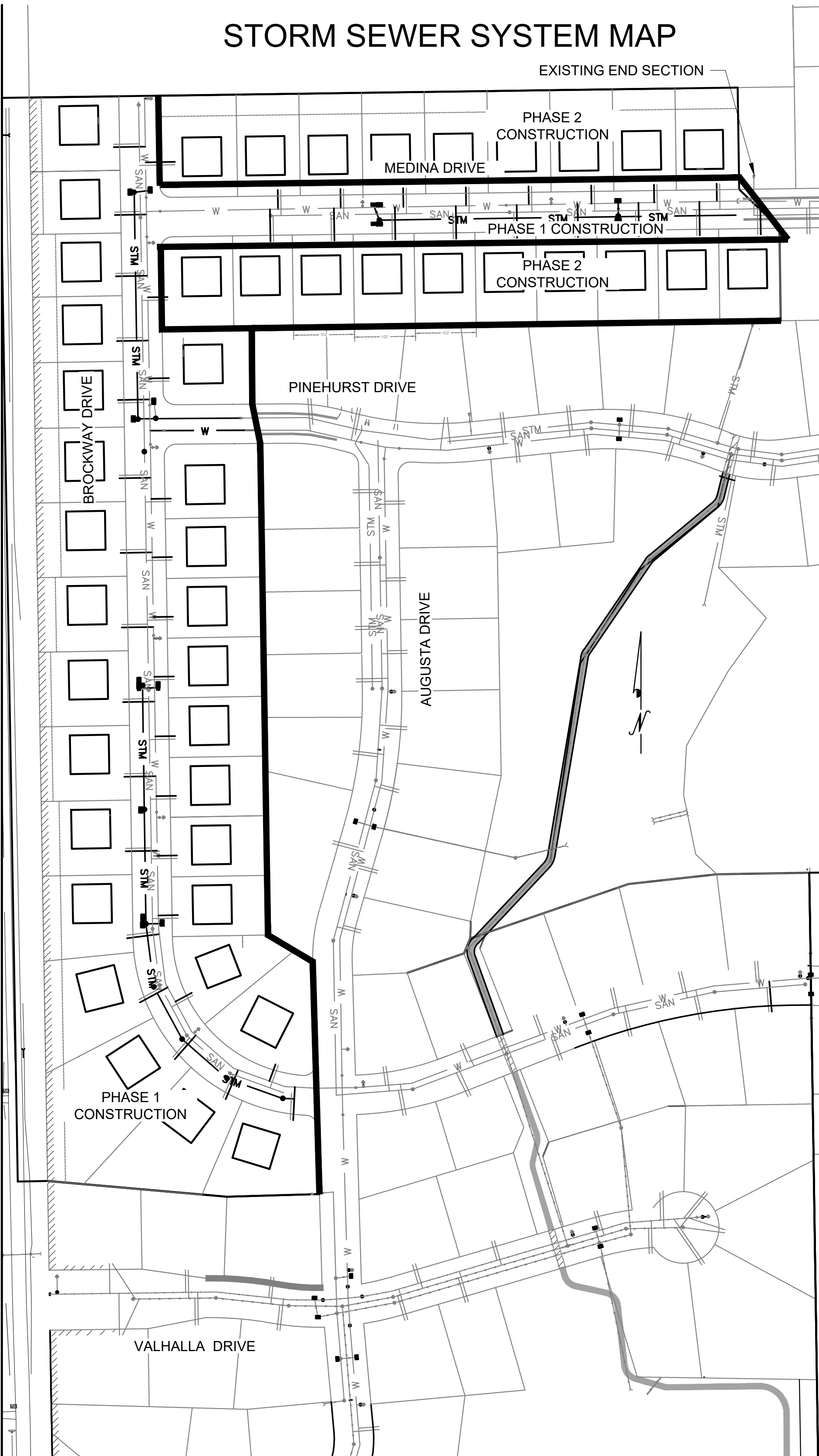
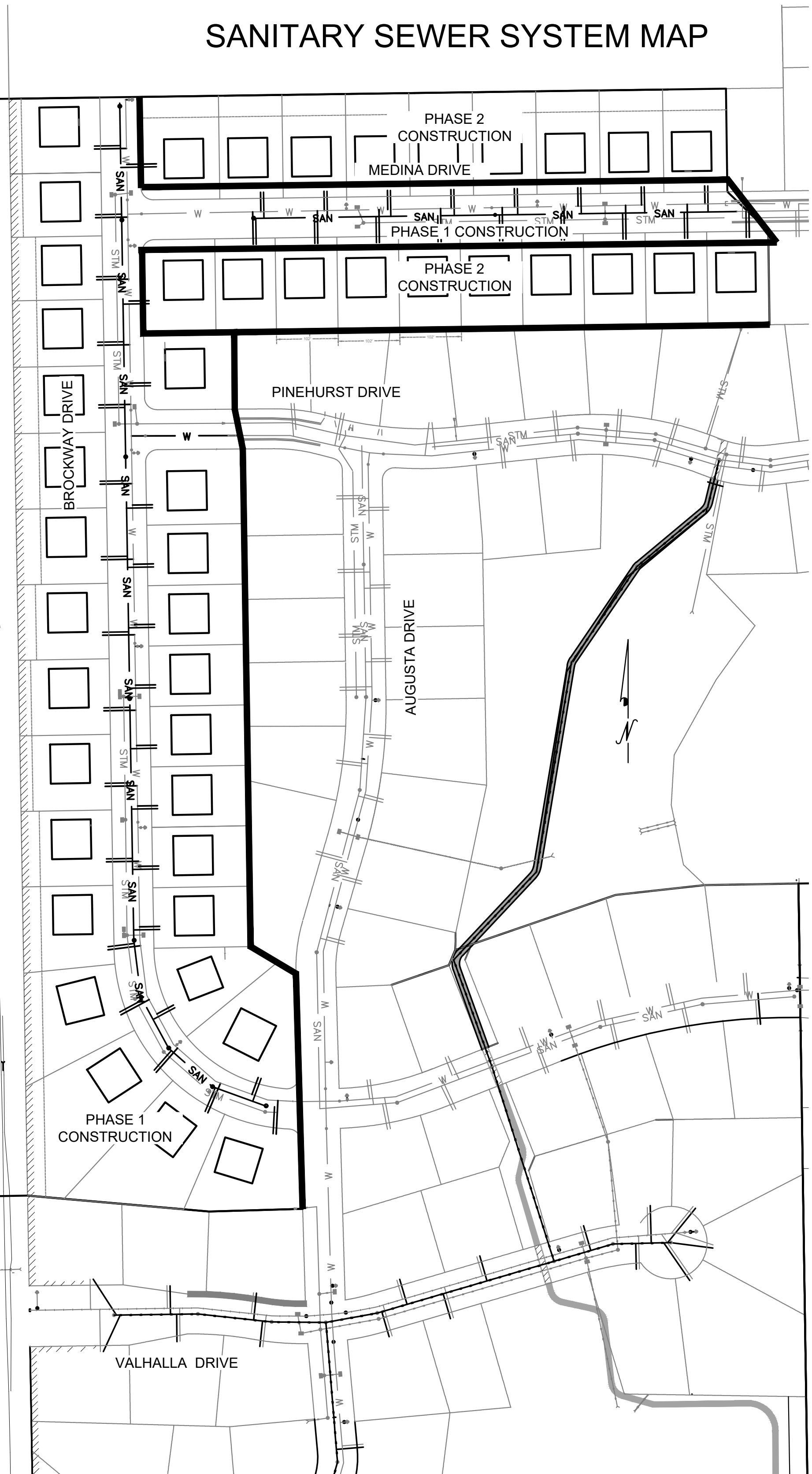
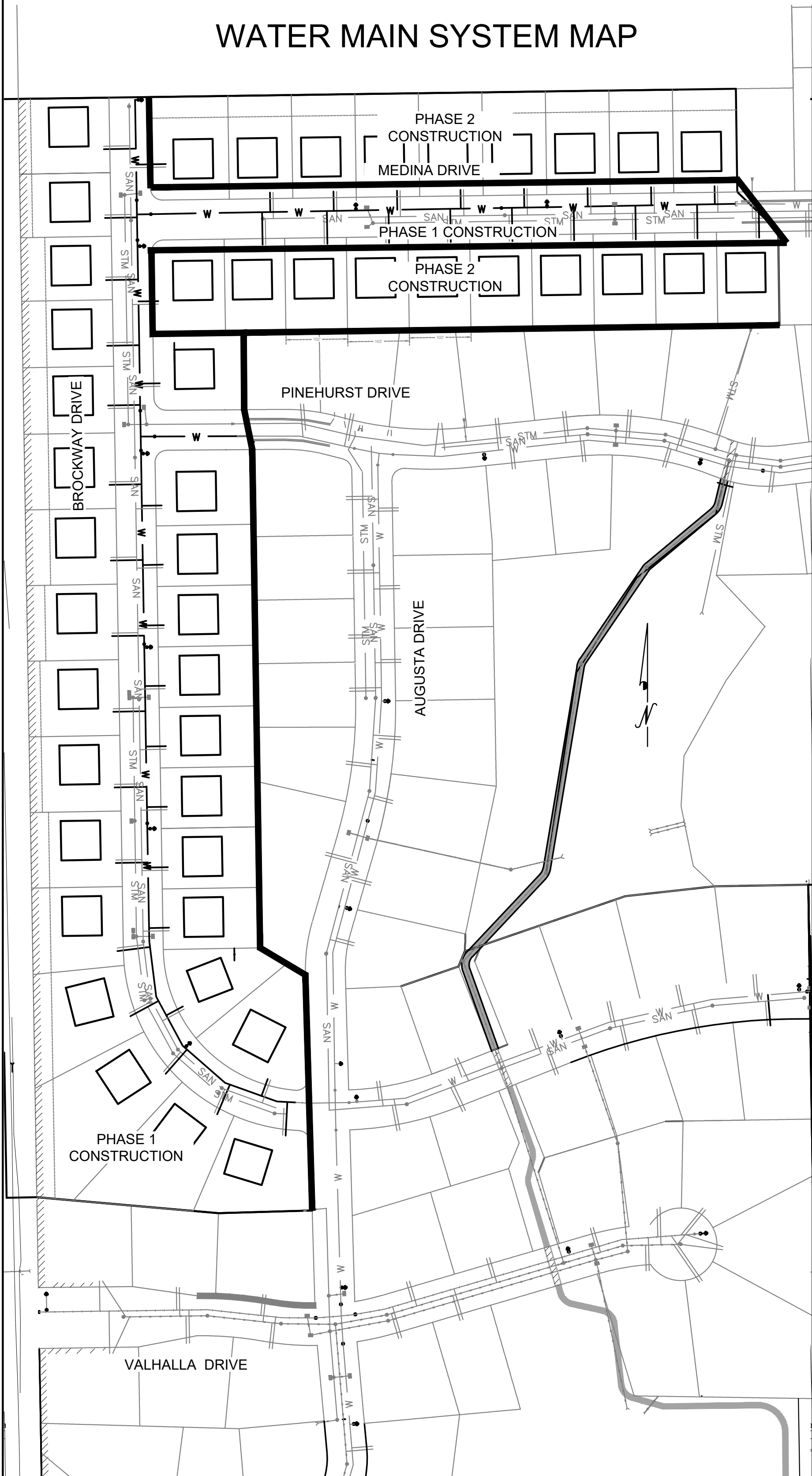
SHEET NO.

2 OF 21

WATER MAIN SYSTEM MAP

SANITARY SEWER SYSTEM MAP

STORM SEWER SYSTEM MAP



NOTE:
PHASE 2 DISTURBANCE MAY INCLUDE
CUTTING TO FILL PHASE 1 AND ALSO
TO BORROW FOR PHASE 1 UTILITIES

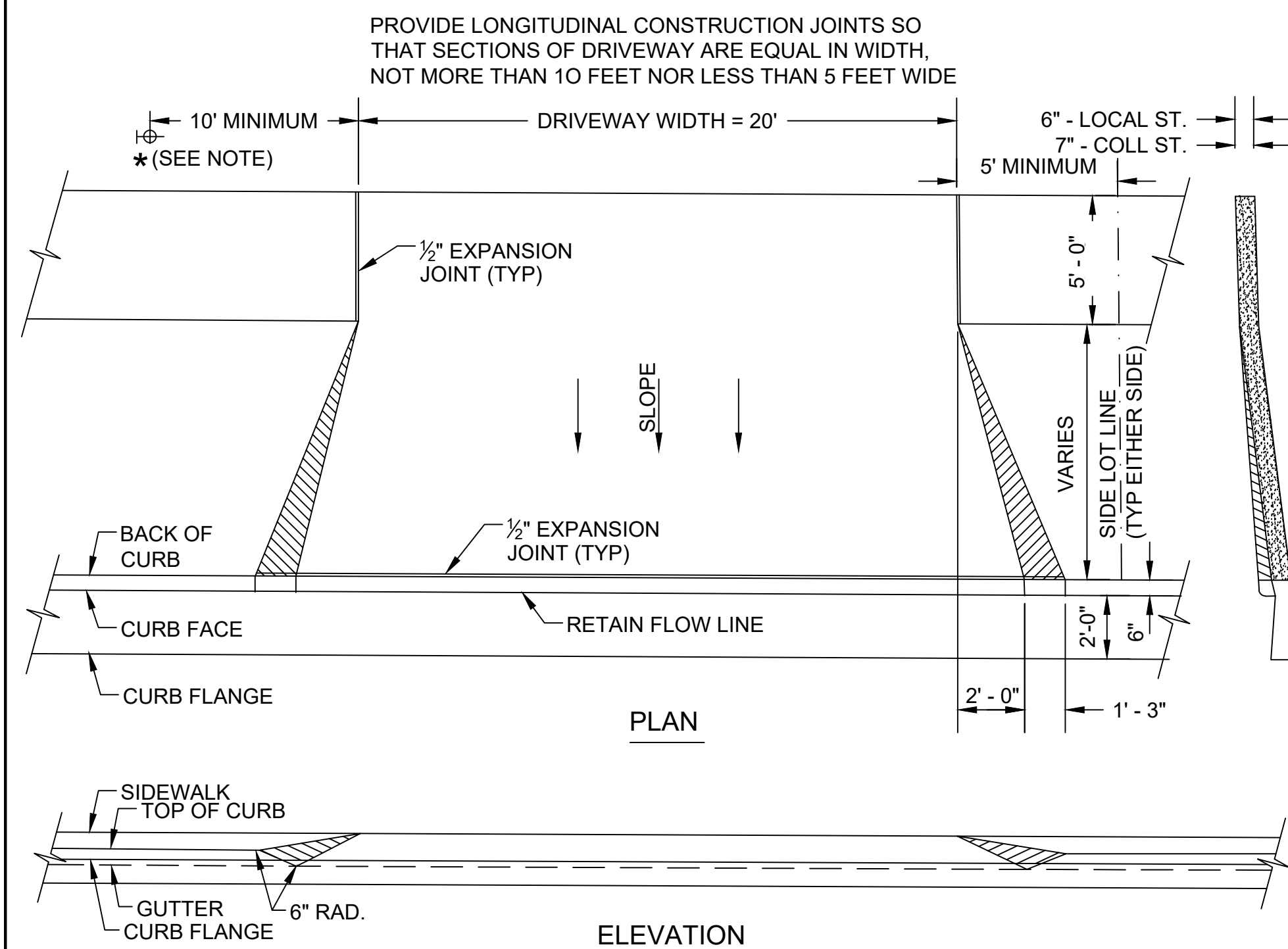
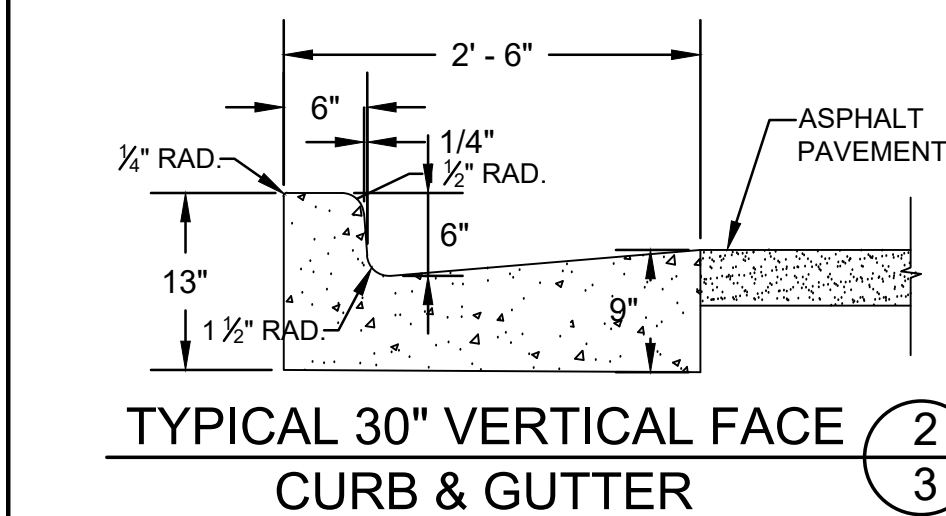
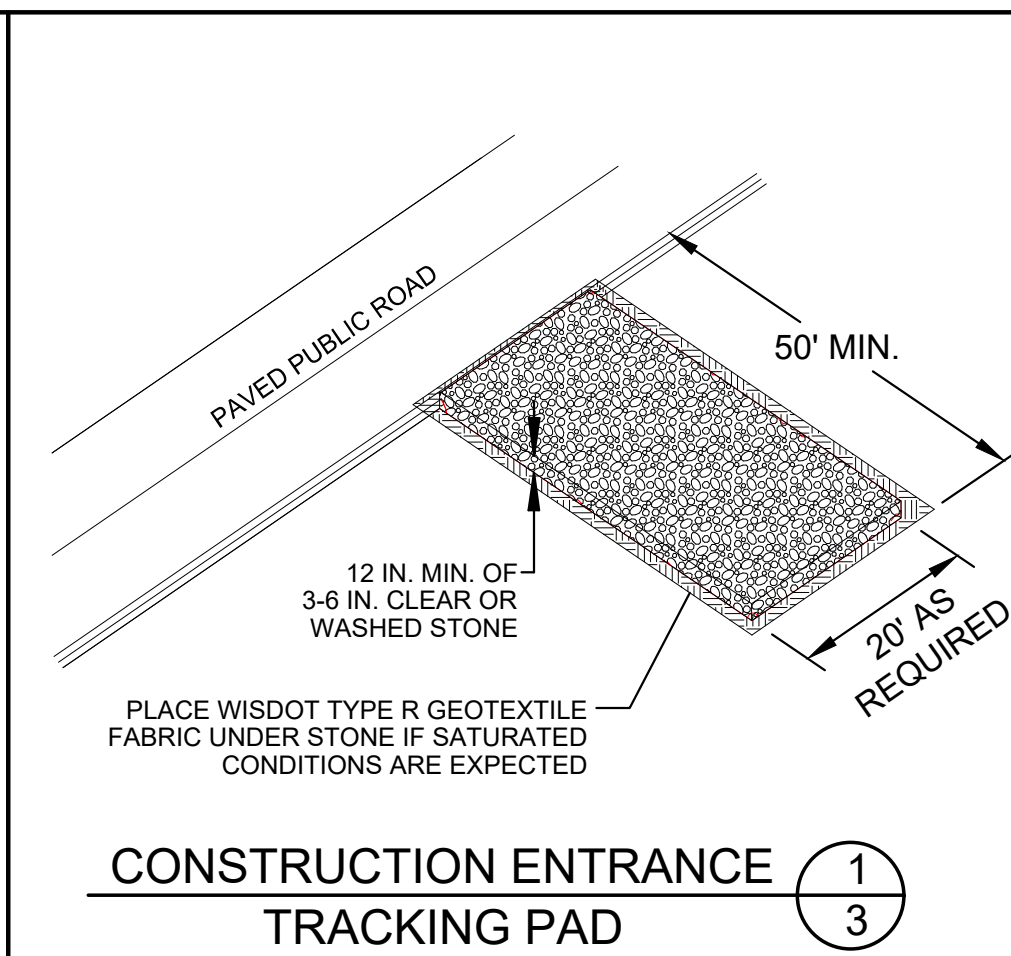
1. DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSERVATION PRACTICE STANDARDS.
2. WHEN POSSIBLE, THE SILT FENCE SHOULD BE CONSTRUCTED IN AN ARC OR HORSESHOE SHAPE WITH ENDS POINTING UPSLOPE TO MAXIMIZE BOTH STRENGTH AND EFFECTIVENESS.
3. CONTRACTOR SHALL CHECK ALL EROSION CONTROL MEASURES EVERY SEVEN DAYS OR WITHIN 24 HOURS AFTER EACH 0.5 INCH RAINFALL AND PROVIDE ANY MAINTENANCE REQUIRED FOR CONFORMANCE WITH THIS PLAN. CONTRACTOR SHALL MAINTAIN LOG OF INSPECTIONS WHICH SHALL BE KEPT ON-SITE.
4. A MINIMUM OF 4 INCHES OF TOPSOIL SHALL BE PLACED ON AREAS TO BE VEGETATED.
5. SEEDING SHALL BEGIN WITHIN 7 DAYS AFTER FINAL GRADING IS COMPLETED.
6. SEEDING SHALL CONFORM TO REQUIREMENTS OF SECTION 630 OF WISDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. A NO. 40 MIXTURE SHALL BE APPLIED AT A RATE OF 2 POUNDS PER 1000 S.F.
7. PLACE MULCH AND TACKIFIER ON THE SEEDED AREAS.
8. DISTURBED AREAS LEFT INACTIVE FOR SEVEN OR MORE DAYS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH, OR WISDOT-APPROVED POLYMER.
9. TEMPORARY SEEDING:
ANNUAL RYE GRASS AT 25 lbs/ACRE

LATE SEASON TEMPORARY SEEDING (SEPT. 15 TO OCT. 15): WINTER WHEAT AT 2 BUSHELS/ACRE

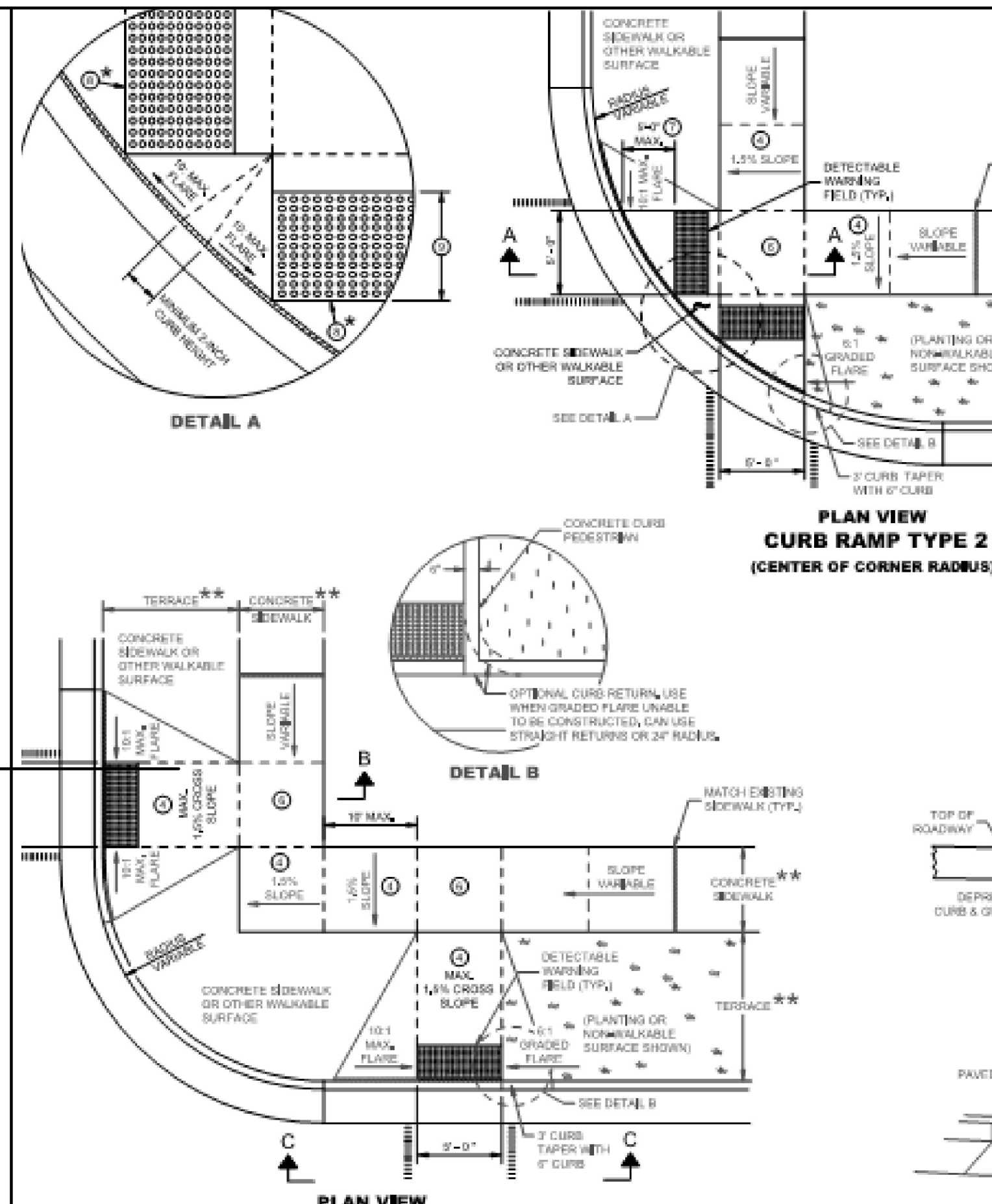
DORMANT SEEDING (AFTER NOV. 1):
NO. 10 MIXTURE AT 4 POUNDS PER 1000 S.F.
10. POLYMER MUST BE APPLIED TO ALL DISTURBED AREAS IF SEEDING IS NOT COMPLETED BY OCTOBER 15.
11. IF DEWATERING IS NECESSARY, DIRECT DISCHARGE INTO THE SEDIMENT BASIN OR SEDIMENT TRAP. ALTERNATE DEWATERING OPERATIONS MUST BE PERFORMED IN ACCORDANCE WITH WDNr TECHNICAL STANDARD 1061 "DEWATERING".
12. TOPSOIL PILES LEFT IN PLACE FOR LONGER THAN 30 DAYS MUST BE STABILIZED WITH TEMPORARY SEEDING.
13. EROSION CONTROL MEASURES ARE TO REMAIN IN PLACE UNTIL THE SITE IS STABILIZED.
14. RECYCLE OR PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS IN A TIMELY MANNER. CONTROL RUNOFF FROM WASTE MATERIALS UNTIL THEY ARE REMOVED OR REUSED.
15. BY THE END OF EACH WORKDAY, CLEAN UP ALL OFF-SITE SEDIMENT DEPOSITS OR TRACKED SOIL THAT ORIGINATED FROM THE PERMITTED SITE. FLUSHING SHALL NOT BE ALLOWED UNLESS RUNOFF IS TREATED BEFORE DISCHARGE FROM THE SITE.
16. THE EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY THE OWNER'S ENGINEER OR THE VILLAGE OF MUKWONAGO AND THEIR ENGINEER OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24-HOURS OF REQUEST

CONSTRUCTION SEQUENCE:

1. CONSTRUCT STONE TRACKING PAD AT THE PROPOSED ENTRANCE.
2. INSTALL SILT FENCE AND CATCH BASIN PROTECTION AT THE LOCATIONS NOTED ON THE PLANS. THIS MUST BE DONE BEFORE ANY GRADING ACTIVITIES TAKE PLACE.
3. TOPSOIL TO BE STRIPPED AND STOCKPILED. THE STOCKPILE IS TO BE PROTECTED WITH SILT FENCE WITHIN 7 DAYS AND SEEDED WITHIN 30 DAYS OF LAYUP.
4. INSTALL SEDIMENT TRAPS.
5. ROUGH GRADING MAY TAKE PLACE AFTER TOPSOIL STRIPPING AND SEDIMENT TRAP INSTALLATION.
6. UTILITY INSTALLATION WILL TAKE PLACE DURING ROUGH GRADING. ALL CATCH BASINS AND INLETS ARE TO BE PROTECTED IMMEDIATELY AFTER INSTALLATION IN ACCORDANCE WITH THE DETAILS IN THESE PLANS.
7. PERMANENT SEEDING TO BE COMPLETED BY OCTOBER 15TH OF THE YEAR GRADING WORK IS COMPLETED OR BY JUNE 1ST OF THE FOLLOWING YEAR.
8. REMOVE ALL TEMPORARY BMP'S SUCH AS SILT FENCES, DITCH CHECKS AND SEDIMENT TRAPS AS SOON AS ALL DISTURBED AREAS HAVE BEEN STABILIZED. DO NOT REMOVE BMP'S UNTIL DISTURBED AREAS HAVE BEEN STABILIZED.
9. MODIFICATION OF THE CONSTRUCTION SEQUENCE REQUIRES APPROVAL FROM THE OWNER'S ENGINEER AND THE VILLAGE OF MUKWONAGO.



*** NOTE:**
-CURB STOPS, LATERALS, AND HYDRANTS SHALL BE A MINIMUM OF 10' FROM THE APPROACH
-PRE-PLANNED CURB CUT DRIVEWAY WIDTHS SHALL BE 20'



DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

DETECTABLE WARNING BELLS THAT ARE INSTALLED AS A GROUP OR SIDE BY SIDE SHALL BE FROM THE SAME MANUFACTURER.

GRADE CHANGE BETWEEN FLAT SLOPE AND THE CURB RAMP SLOPE SHALL NOT EXCEED 11% MAXIMUM. MAXIMUM FLAT SLOPE SHALL PROVIDE FUNCTIONAL SLOPE AROUND CURBS AND AWAY FROM CURB RAMP. NO VERTICAL CURBS OR SLOPES GREATER THAN 4 INCHES ARE ALLOWED, SLOPE AND CURB LANDING OPENINGS SHALL MATCH THE RAMP SLOPE MINIMALLY 50% AND NOT TO EXCEED 75% WHEN ADJACENT TO 1/4" LANDING. CONSTRUCT CURB RAMP OPERATING AT 1.5% IN THE DIRECTION OF PEDESTRIAN TRAVEL.

AN 1/4% CURB RAMP SLOPE IS ALLOWABLE WITH FLATTENED CURB FLAT SLOPE (0.0% OR LESS) AND NOT TO EXCEED 11% GRADE CHANGE.

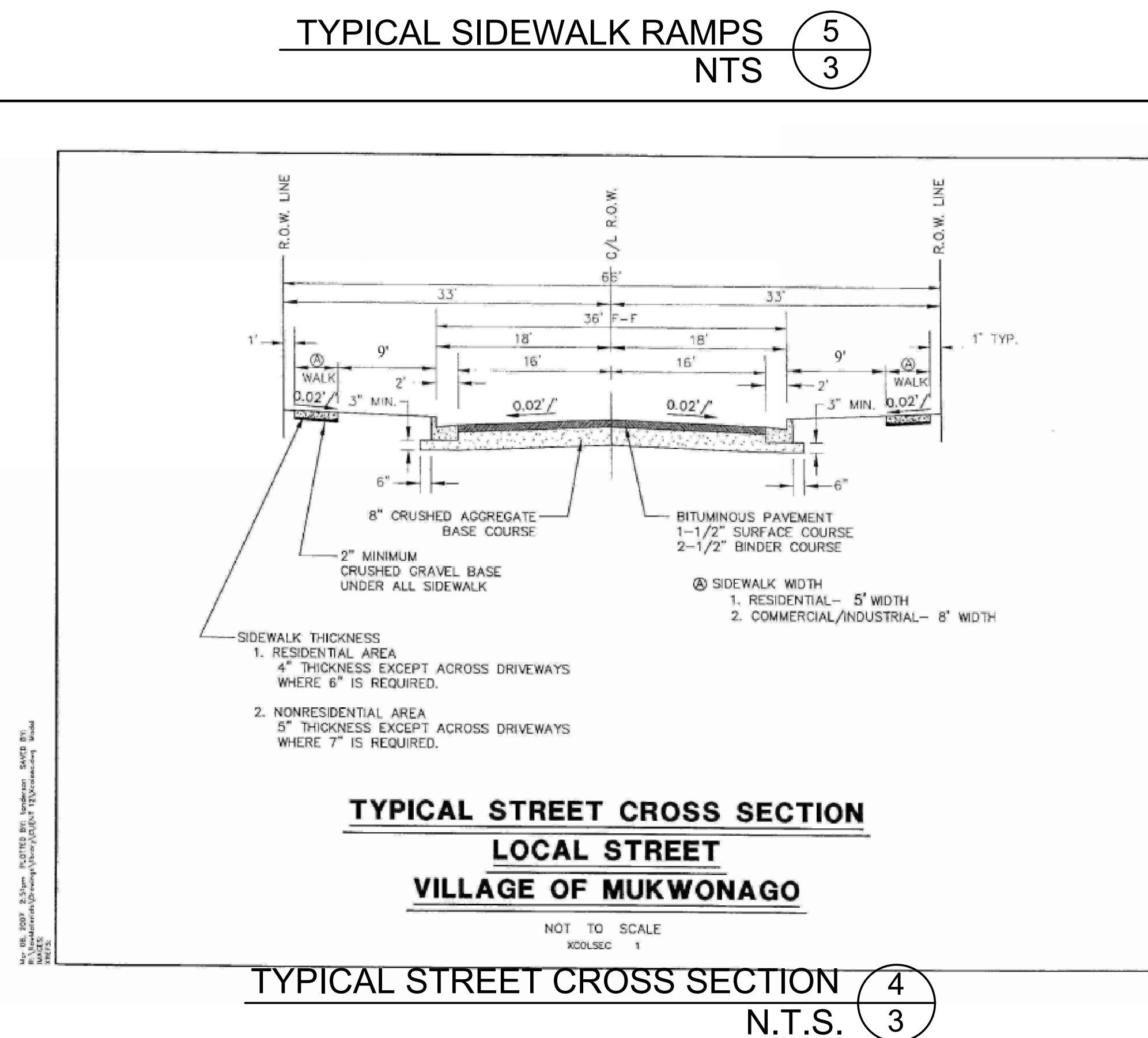
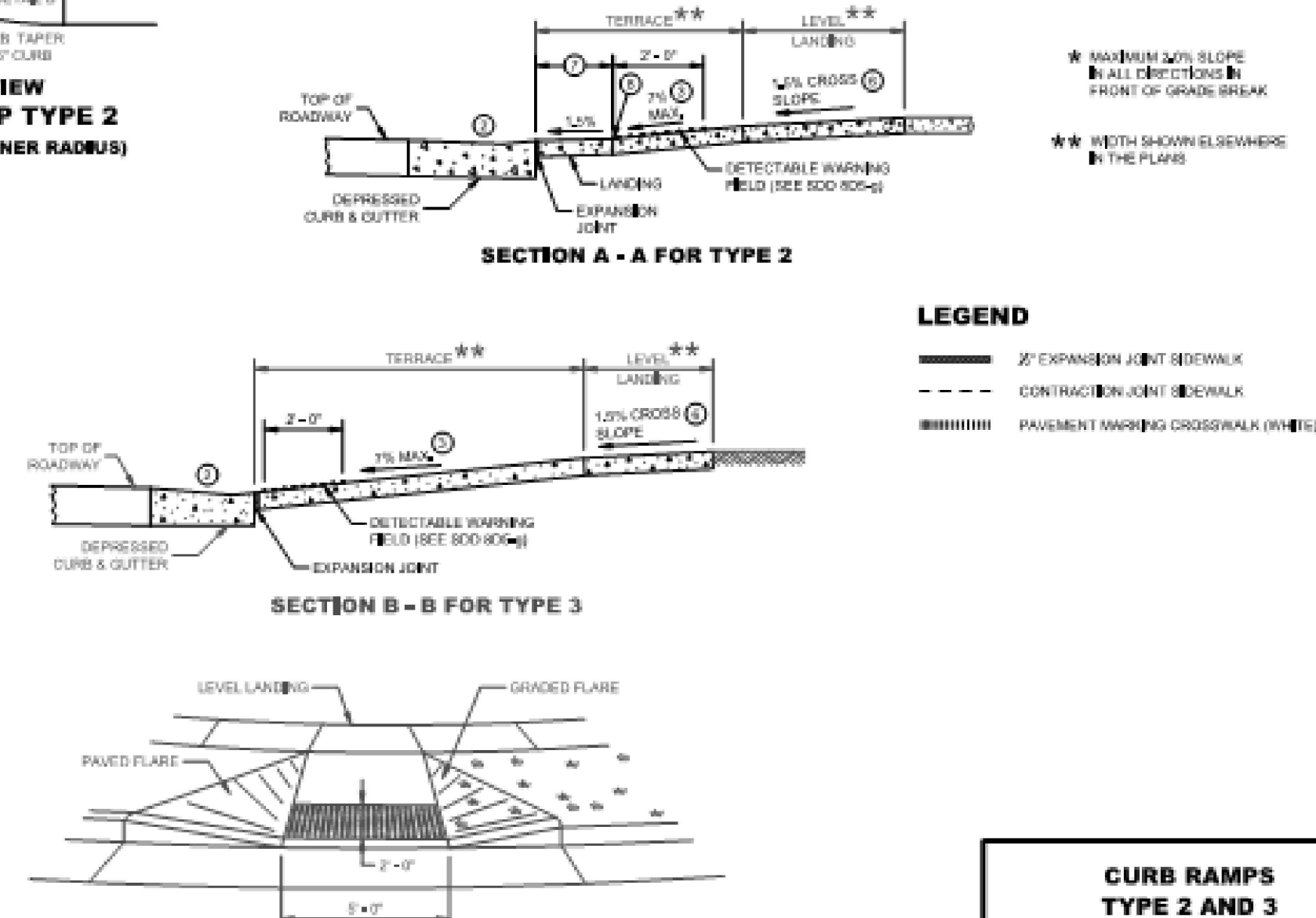
1/4% CONSTRUCTION TOLERANCE IN SIDEWALK CROSS SLOPE, THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2% WITHOUT PRIOR APPROVAL FROM THE ENGINEER.

PROVIDE A LEVEL LANDING (MAXIMUM 2% SLOPE) IN ANY DIRECTION OF PEDESTRIAN TRAVEL. STANDARD LEVEL LANDING SIZE IS 6 FEET X 5 FEET.

WHEN GRADE BREAK DITCH EXCEEDS 5 FEET, USE ROAD DETECTABLE WARNING BELLS PER SDG-4.

PROVIDE GRADE BREAK PERPENDICULAR TO DIRECTION OF WHEELCHAIR TRAVEL.

WHEN DISTANCE IS LESS THAN 6" OR MAY BE NECESSARY TO ACHIEVE A FLAT SLOPE OR FLATTER ALLONG THE RAMP, CONSTRUCT CURB RAMP TRANSITION AREA TO ACHIEVE 7% SLOPE ON RAMP, CONSTRUCT 2 INCH MINIMUM CURB HEIGHT BETWEEN 15 TO 24 FEET.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

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MINOR'S ESTATES DETAILS SHEET

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

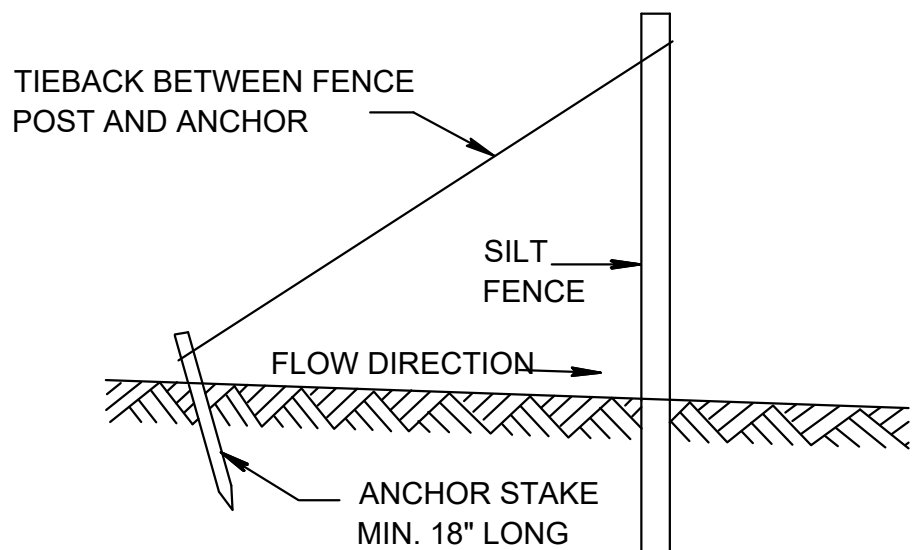
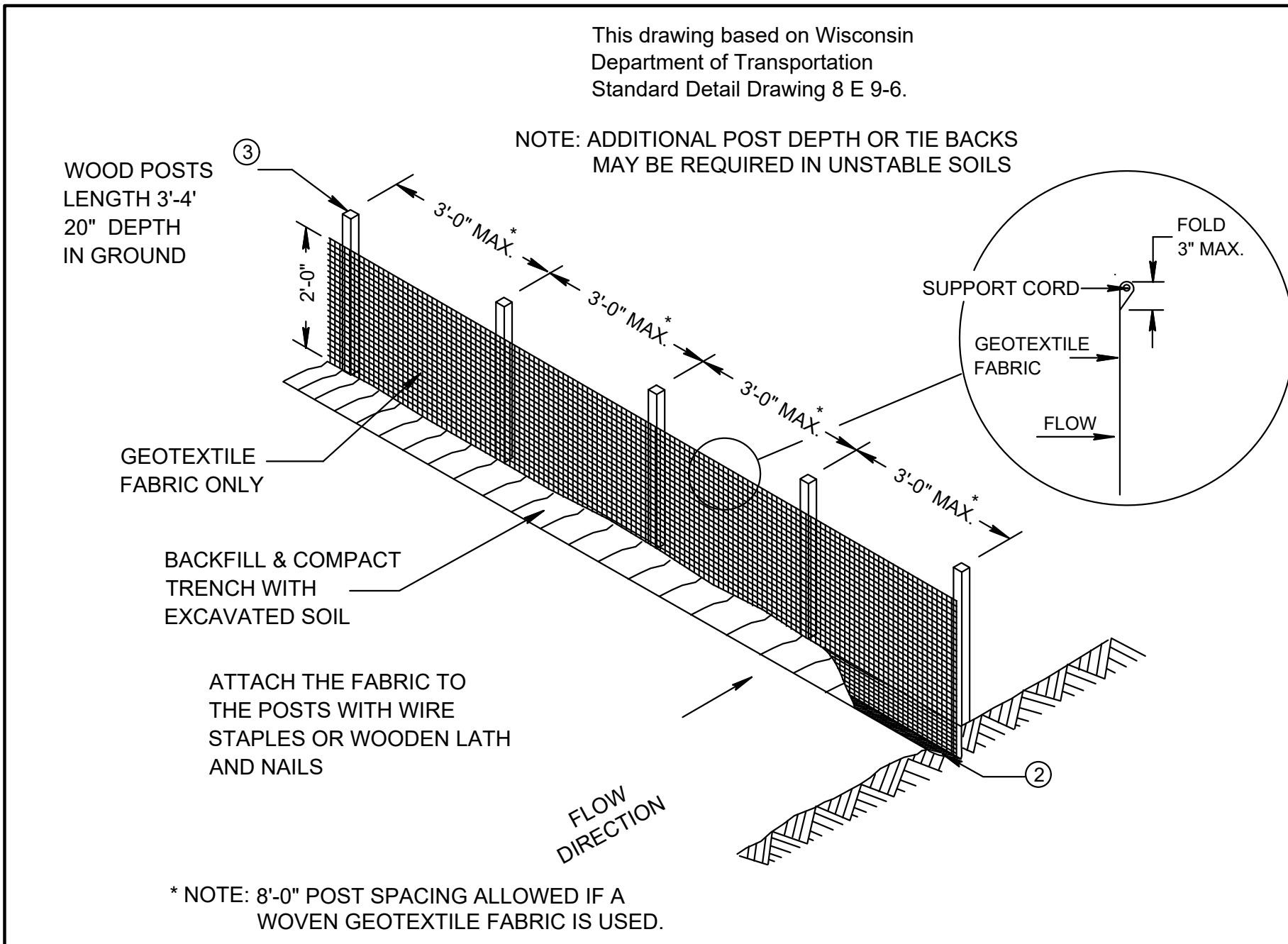
	INITIALS	DATE
DESIGNED	DKV	3/30/15
DRAWN	PJB	3/30/15
CHECKED	TCL	3/30/15

0 N
SCALE

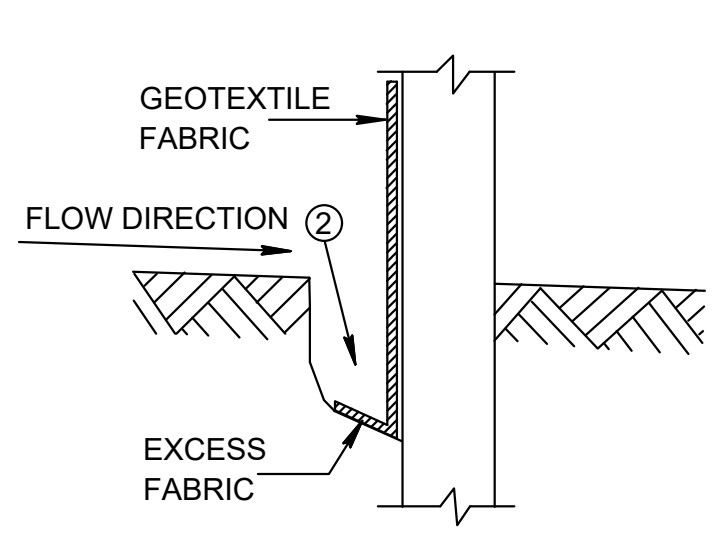
PROJECT NO.
19.0001

SHEET NO.

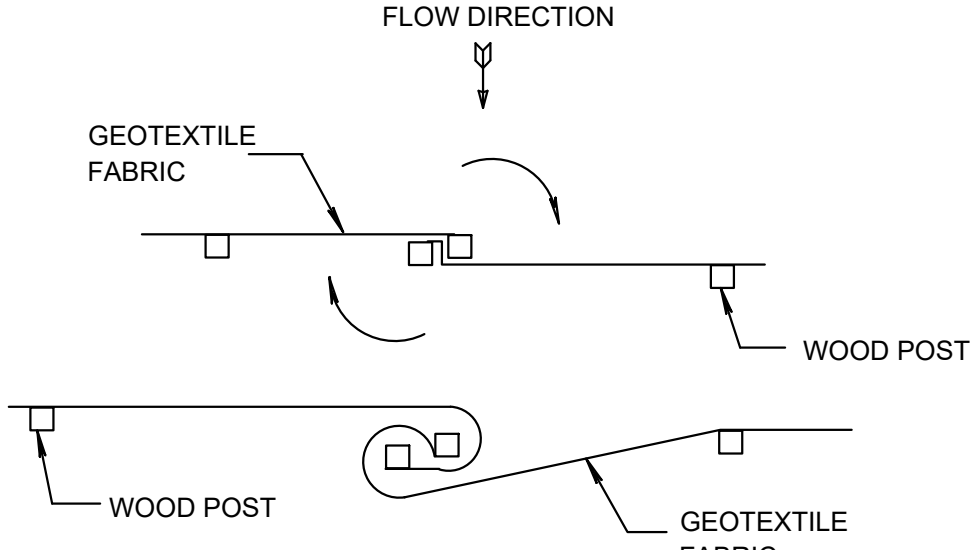
3 OF 21



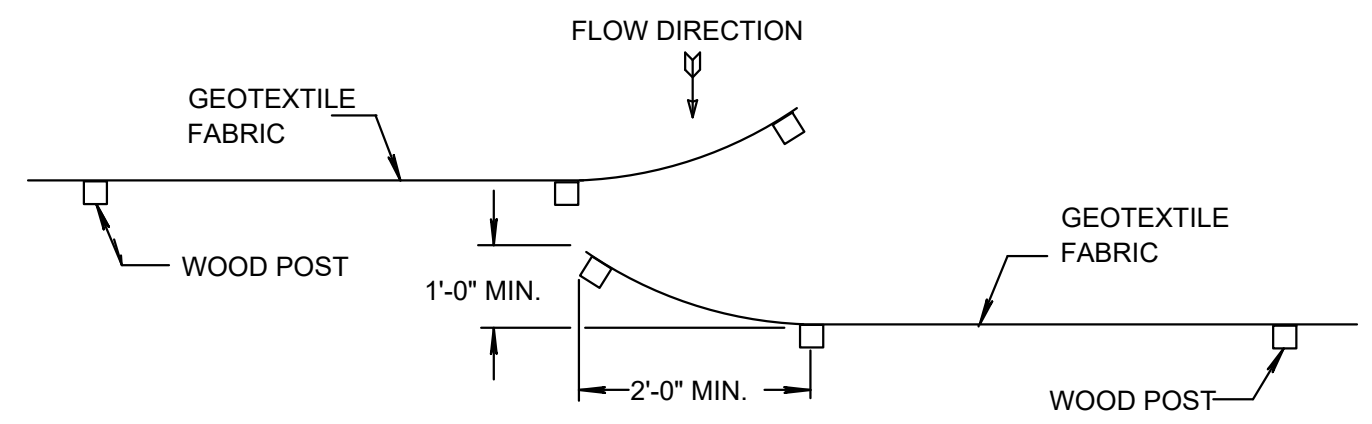
SILT FENCE TIE BACK
(WHEN ADDITIONAL SUPPORT REQUIRED)



TRENCH DETAIL



TWIST METHOD



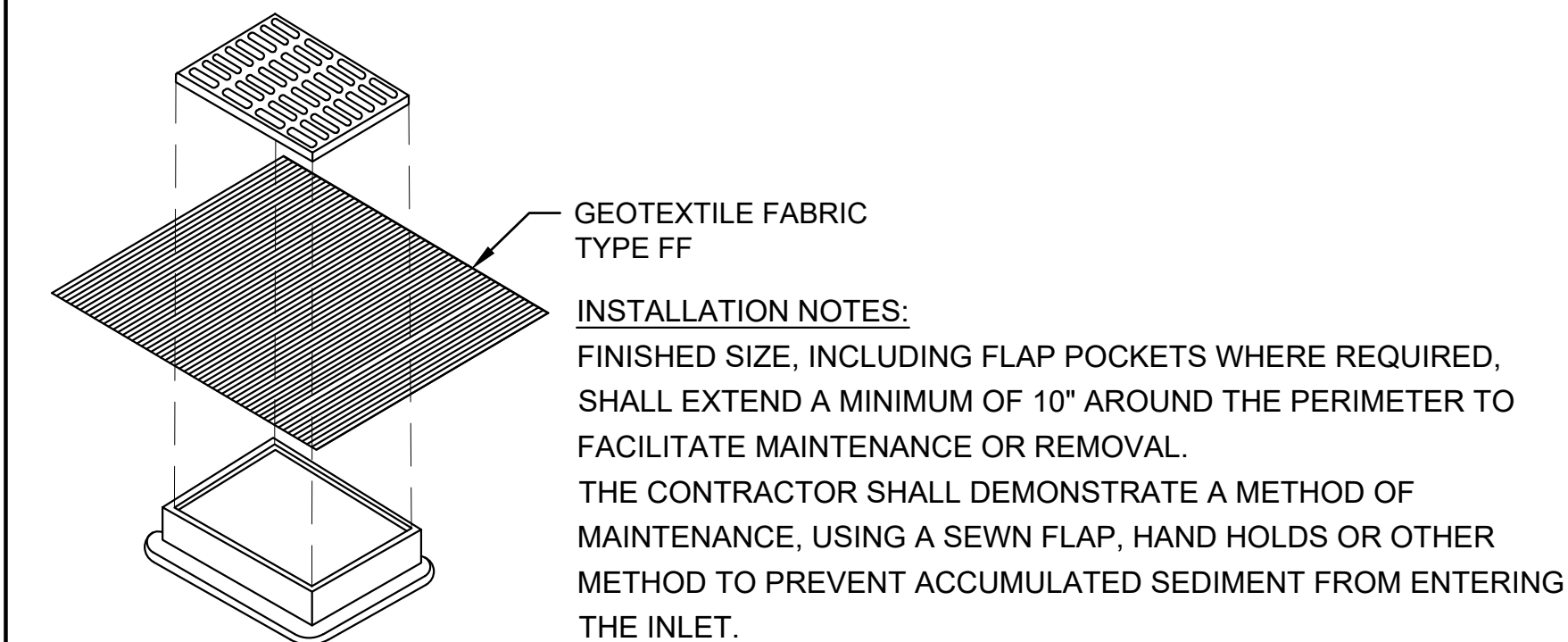
HOOK METHOD

JOINING TWO LENGTHS OF SILT FENCE

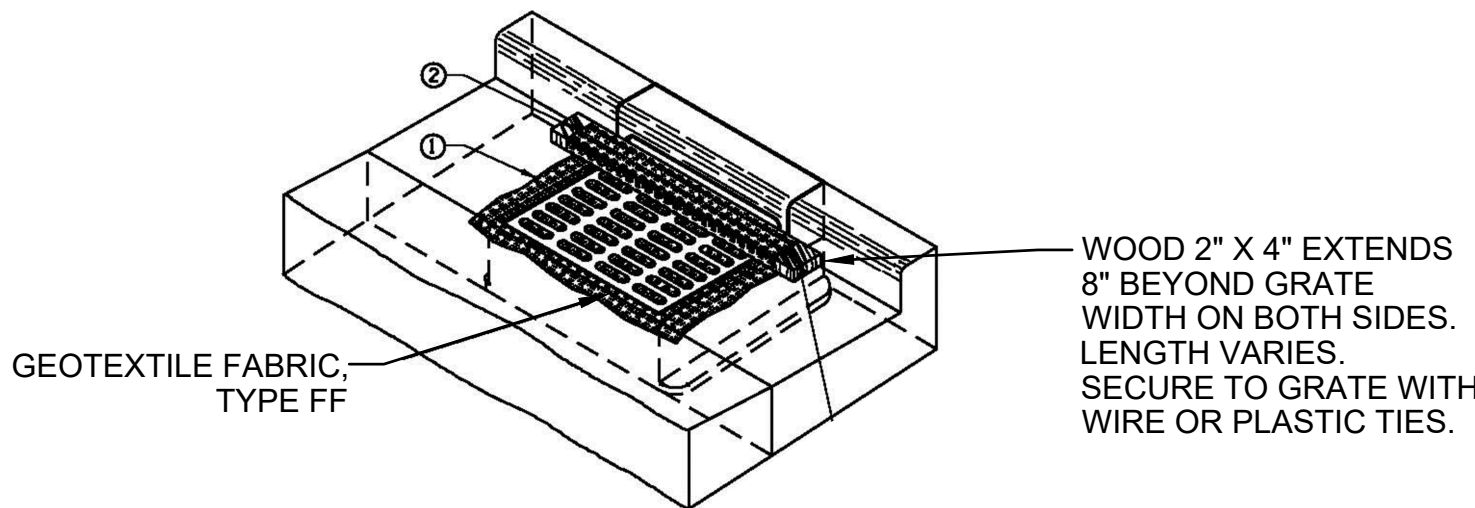
GENERAL NOTES:

- HORIZONTAL BRACE REQUIRED WITH 2" x 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS.
- TRENCH SHALL BE A MINIMUM OF 4" WIDE AND 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
- WOOD POSTS SHALL BE A MINIMUM SIZE OF 1-1/8" x 1-1/8" OF OAK OR HICKORY.
- SILT FENCE TO EXTEND ACROSS THE TOP OF THE PIPE.
- CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL IF POSSIBLE BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY USE ONE OF THE FOLLOWING TWO METHODS:
A) OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180°
B) HOOK THE END OF EACH SILT FENCE LENGTH.

SILT FENCE 1/4



INLET PROTECTION TYPE B 4/4



GENERAL NOTES:

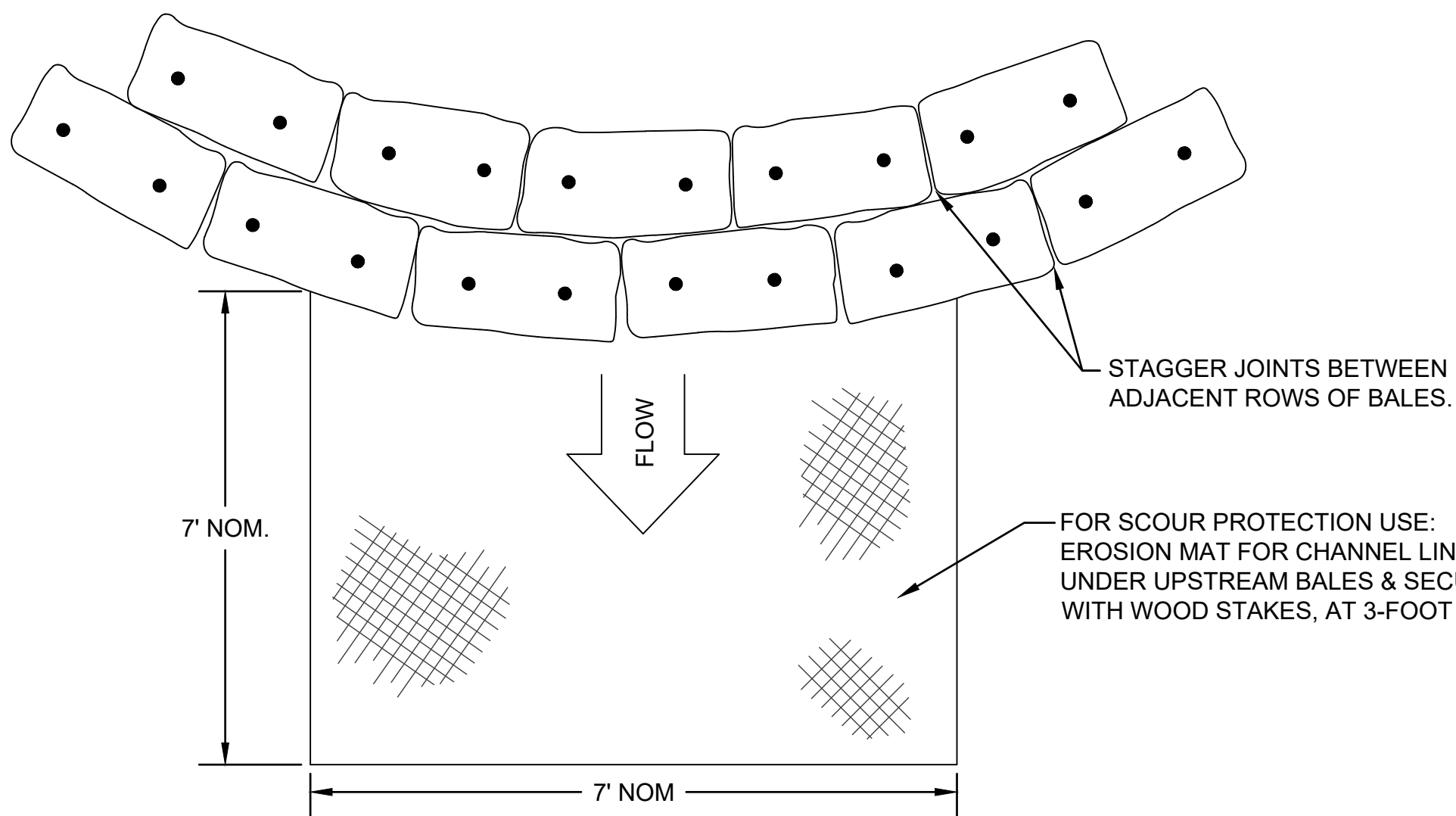
- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

INSTALLATION NOTES:

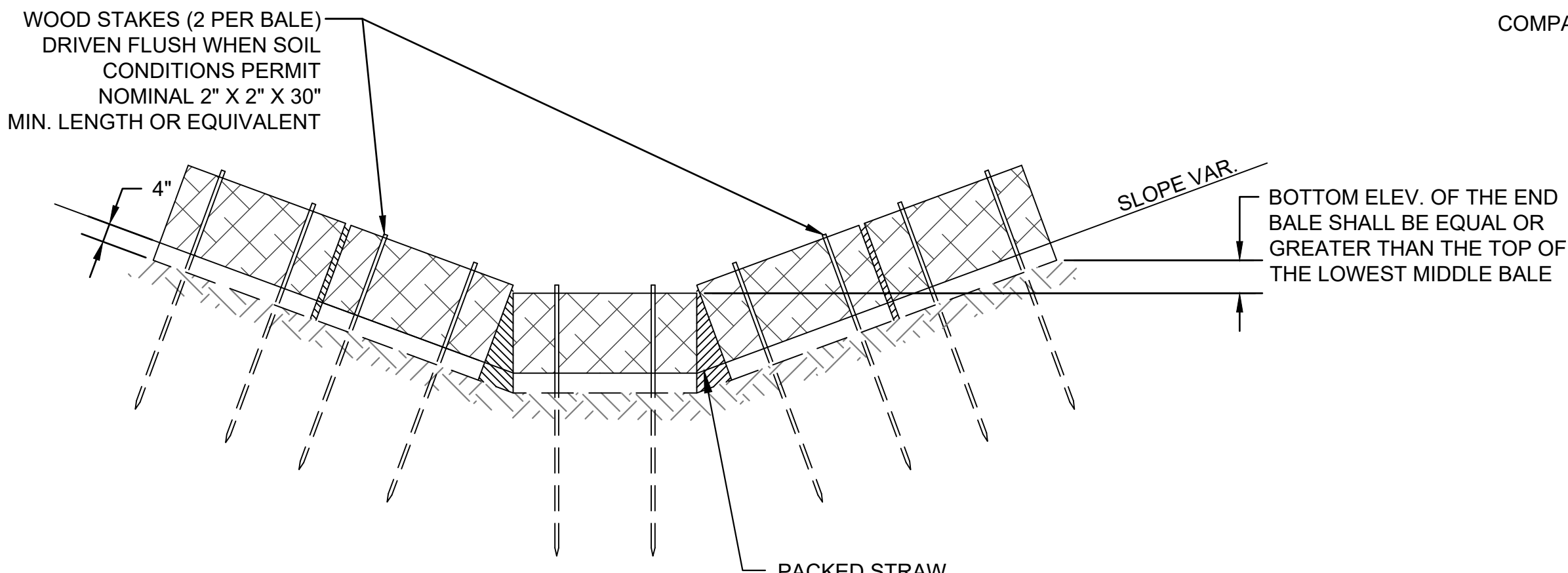
TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE. THE CONTRACTOR SHALL DEMONSTRATE A METHOD OF MAINTENANCE, USING A SEWN FLAP, HAND HOLDS OR OTHER METHOD TO PREVENT ACCUMULATED SEDIMENT FROM ENTERING THE INLET.

INLET PROTECTION SHALL BE INSPECTED AT A MINIMUM WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES DURING A 24 HOUR PERIOD. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN ACCUMULATION TOTALS BETWEEN 1/3 AND 1/2 THE DESIGN DEPTH OF THE DEVICE OR WHEN THE DEVICE IS NOT FUNCTIONING AS DESIGNED. DURING REMOVAL OF INLET PROTECTION ENSURE SEDIMENT DOES NOT FALL INTO THE INLET. ANY MATERIAL WHICH FALLS INTO THE INLET SHALL BE REMOVED.

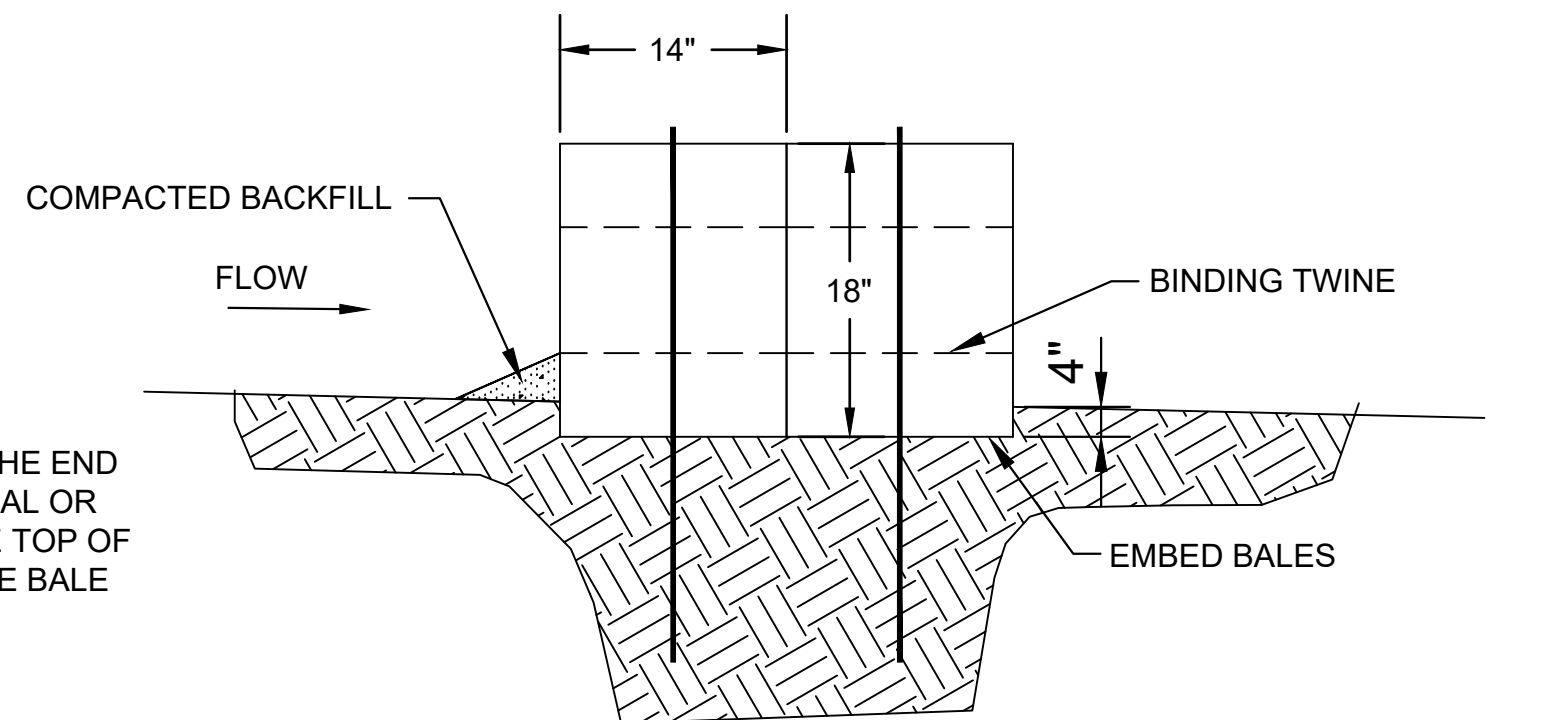
INLET PROTECTION TYPE C (WITH CURB BOX) 2/4



PLAN



ELEVATION



SECTION

TEMPORARY DITCH CHECK USING EROSION BALES 3/4



5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	DATE	BY	REVISIONS
1	6-2-15	Jab	Address R/I letter dated 5-27-15

MINOR'S ESTATES
DETAILS SHEET

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

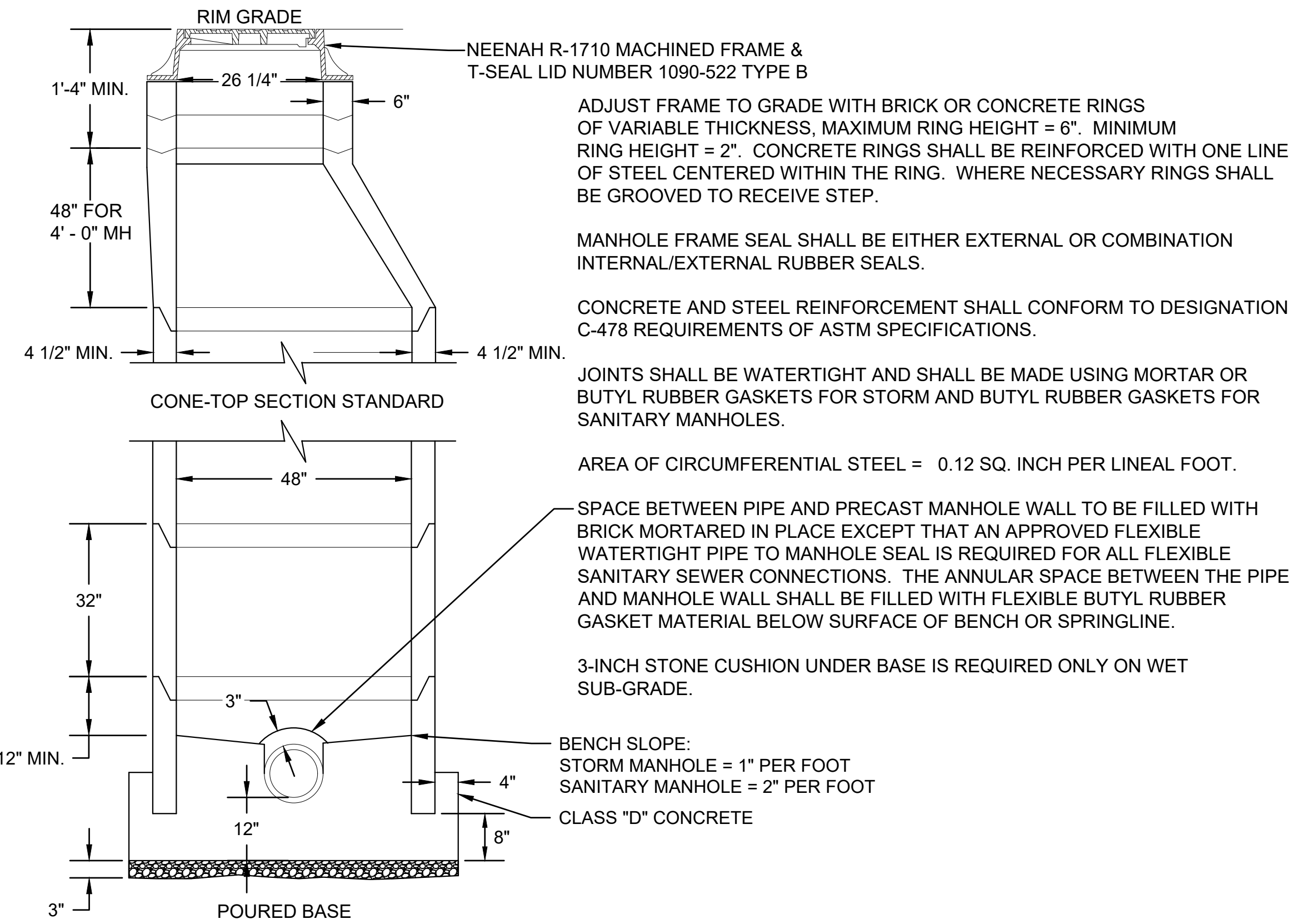
INITIALS	DATE
DESIGNED DKV	3/30/15
DRAWN PJB	3/30/15
CHECKED TCL	3/30/15

0 NTS
SCALE

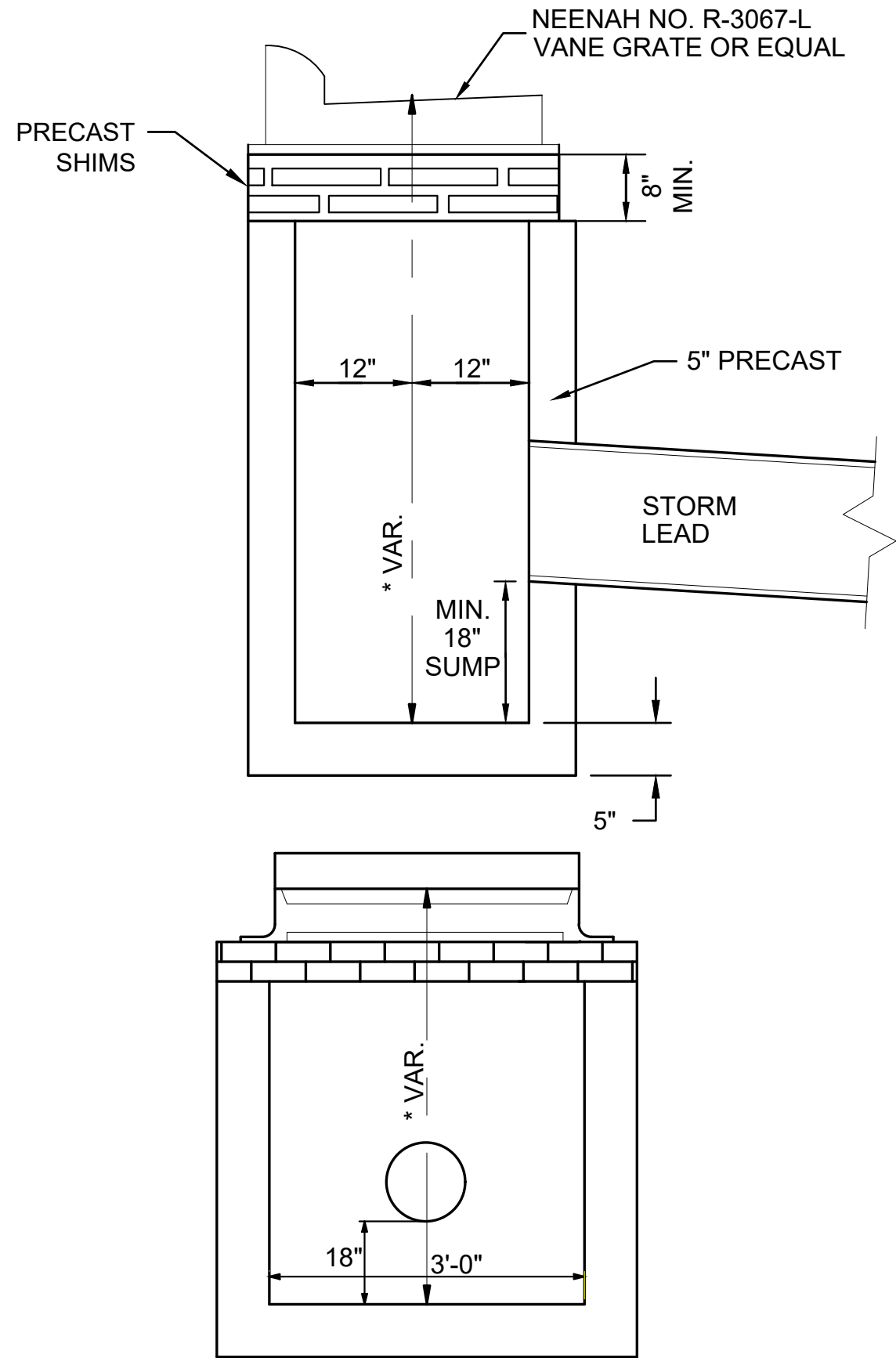
PROJECT NO.
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SHEET NO.

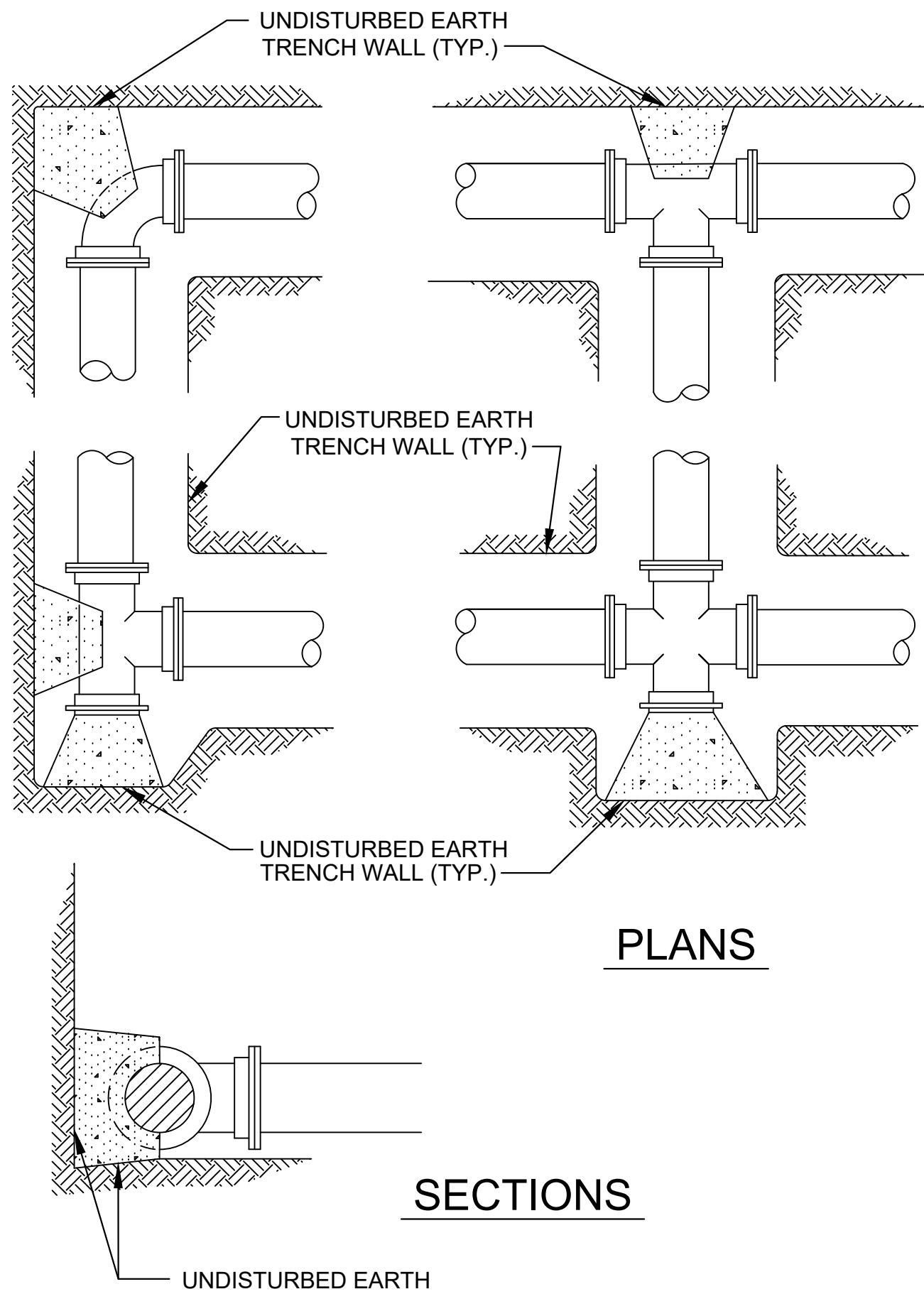
4 OF 21



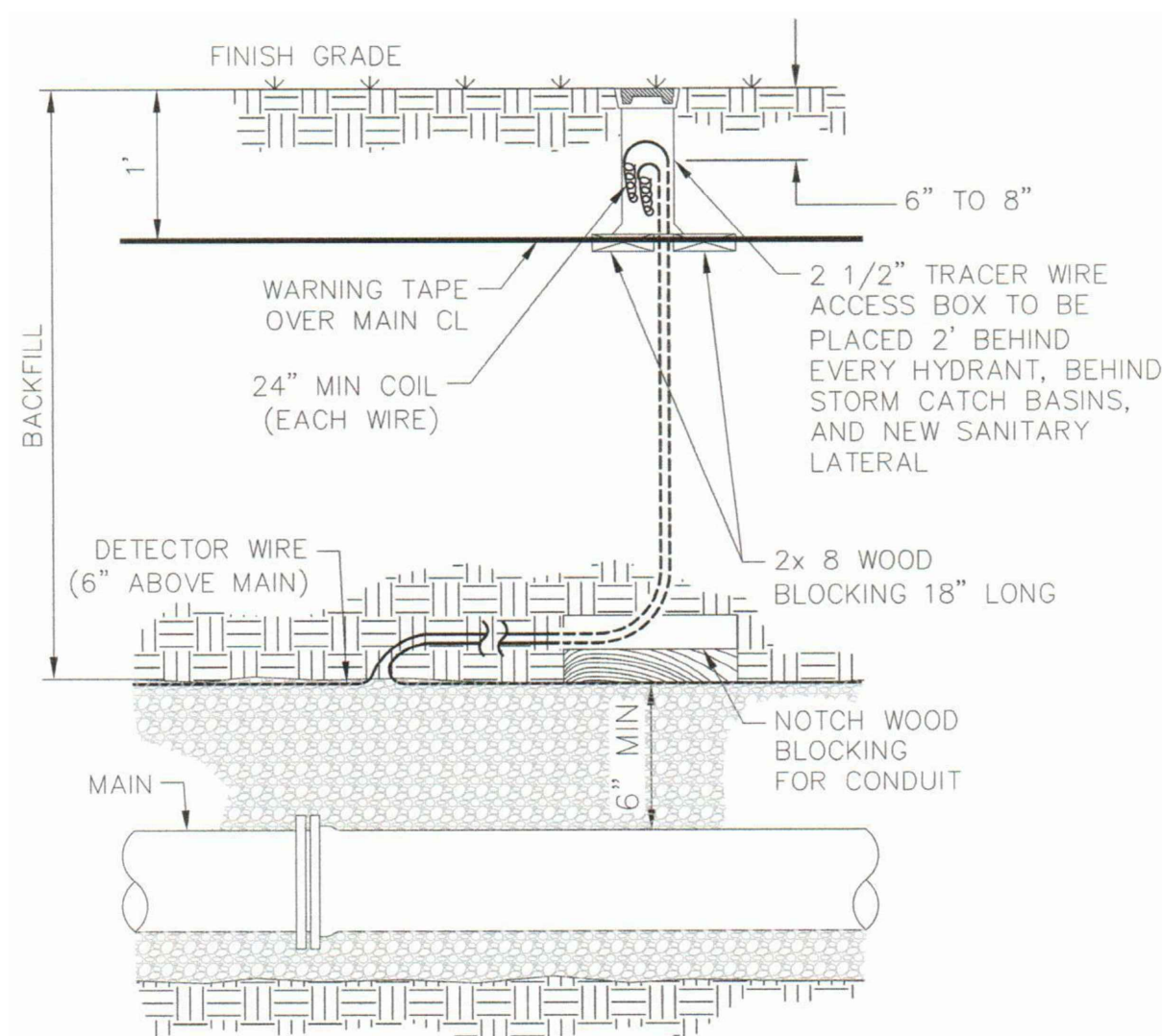
SANITARY SEWER PRECAST MANHOLE 1/5



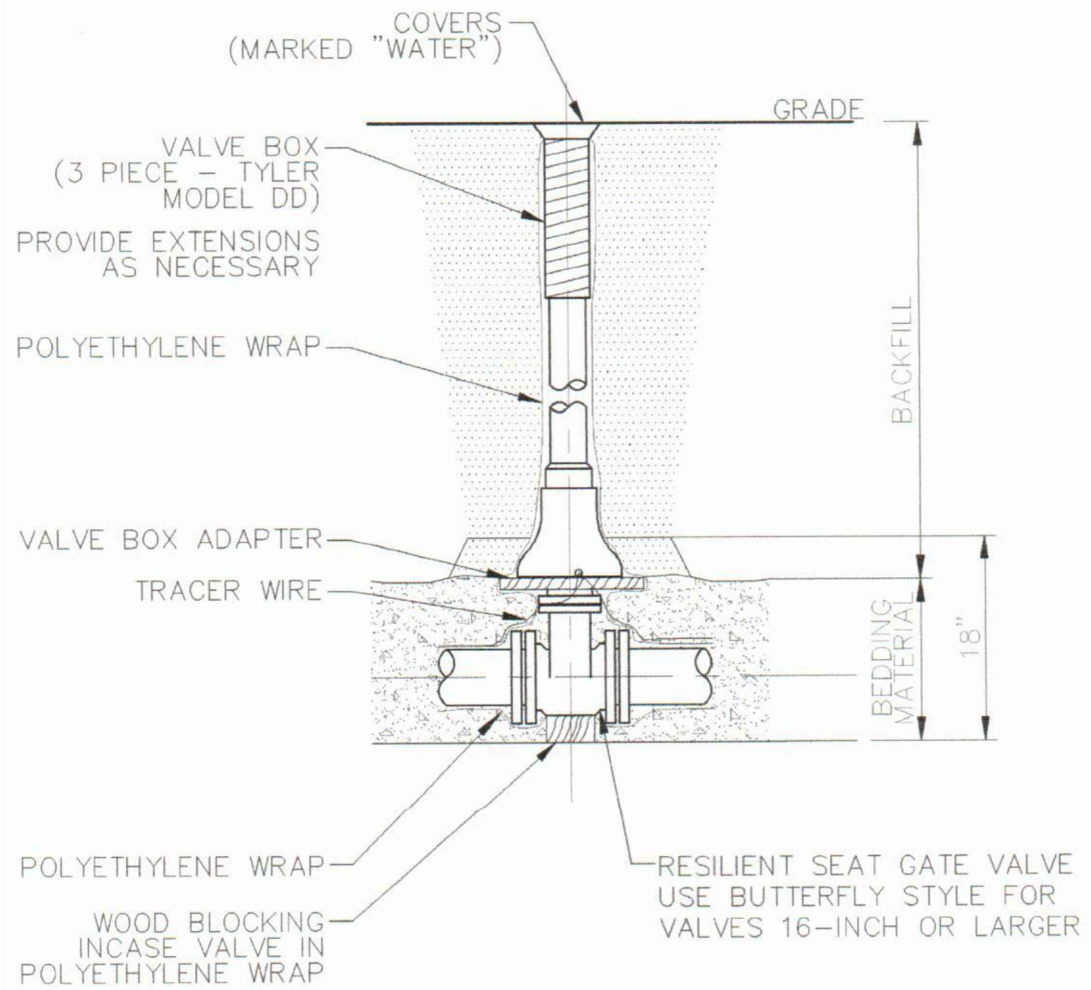
STORM SEWER CATCH BASIN DETAIL 2/5



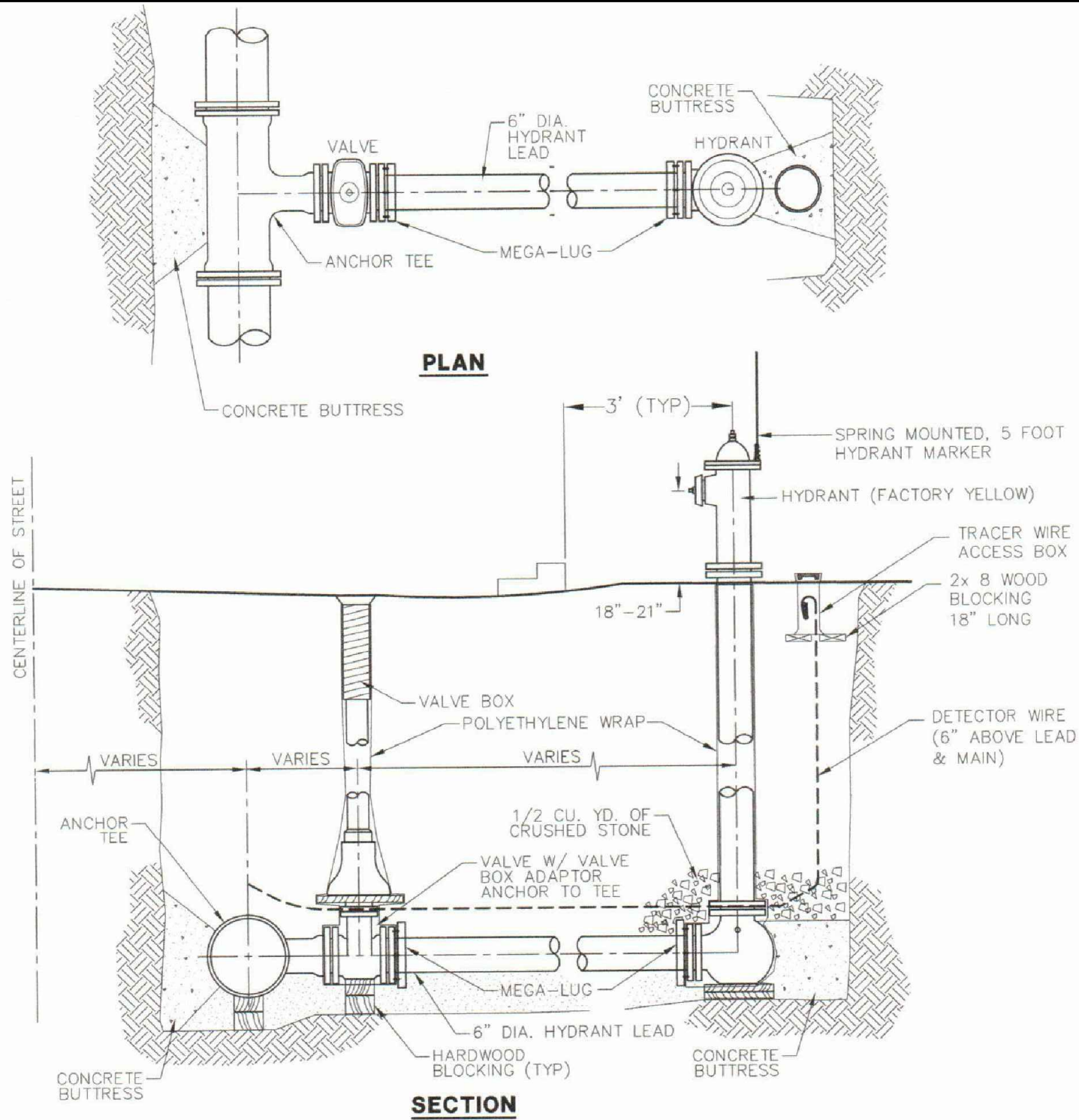
WATER MAIN THRUST BLOCK INSTALLATION 3/5



DETECTOR WIRE & LOCATION BOX (ON TERRACE) 4/5



STANDARD GATE VALVE BOX SETTING 5/5



WATER MAIN HYDRANT INSTALLATION 6/5

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15

MINOR'S ESTATES
DETAILS SHEET

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

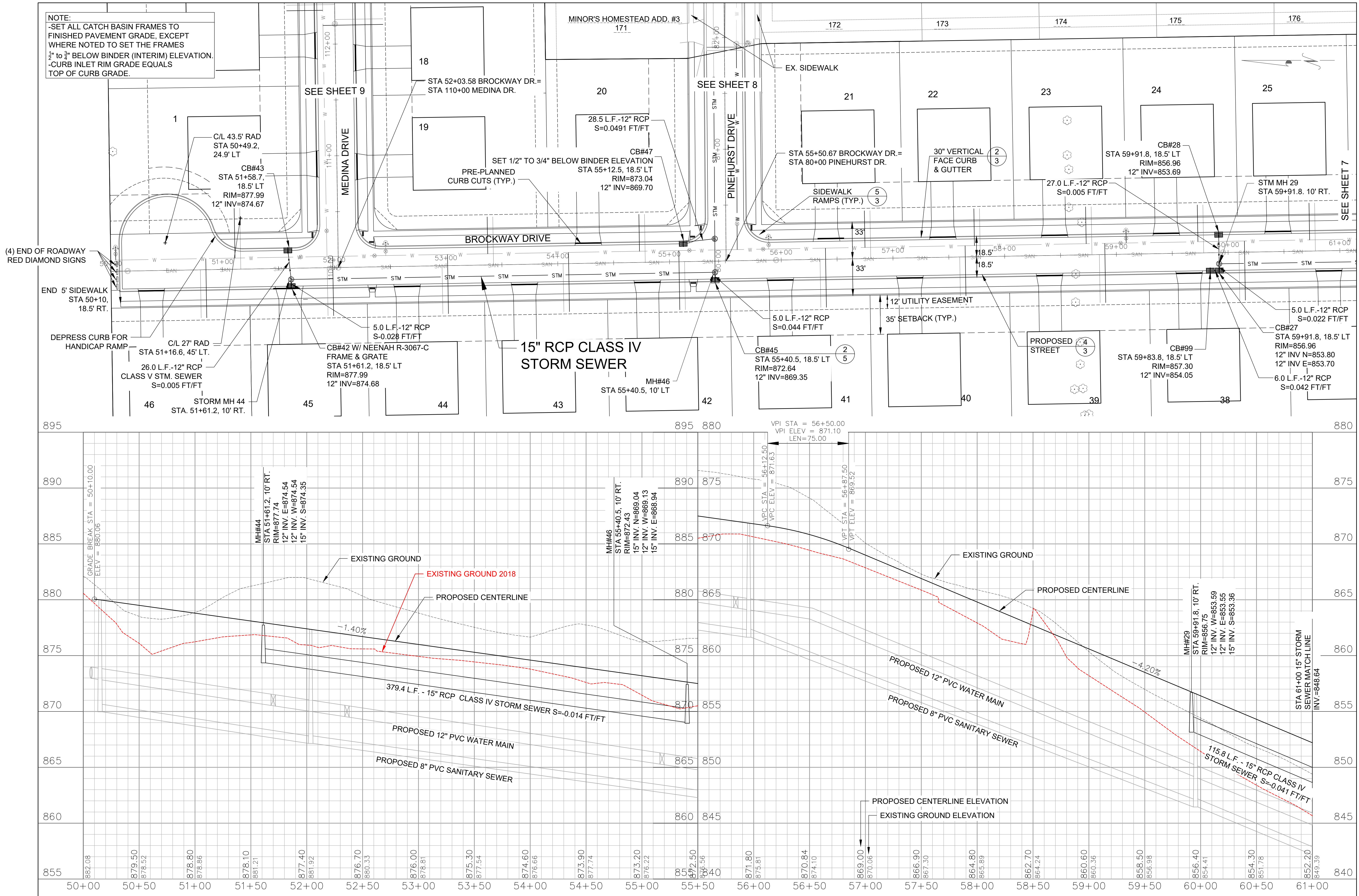
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DRAWN PJB	3/30/15
CHECKED TCL	3/30/15

0 NTS
SCALE

PROJECT NO.
19.0001

SHEET NO.

5 OF **21**



5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15

MINOR'S ESTATES
BROCKWAY DRIVE STA. 50+00 - 61+00
STORM SEWER AND ROADWAY PLAN
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

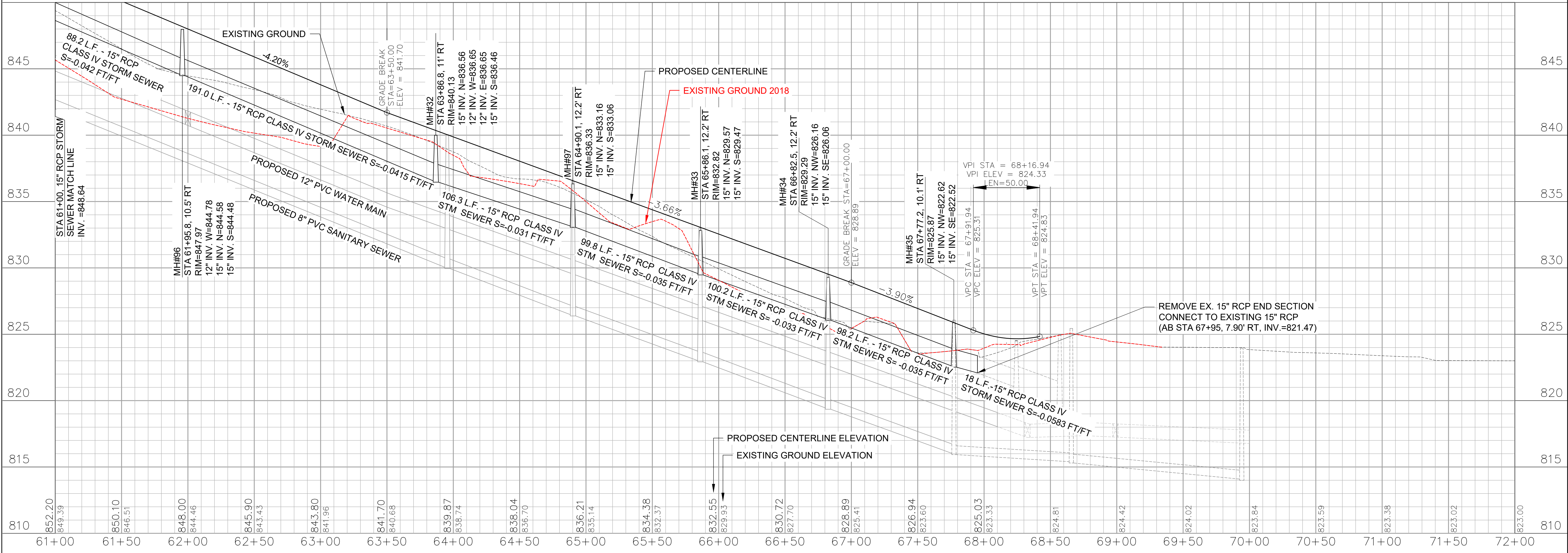
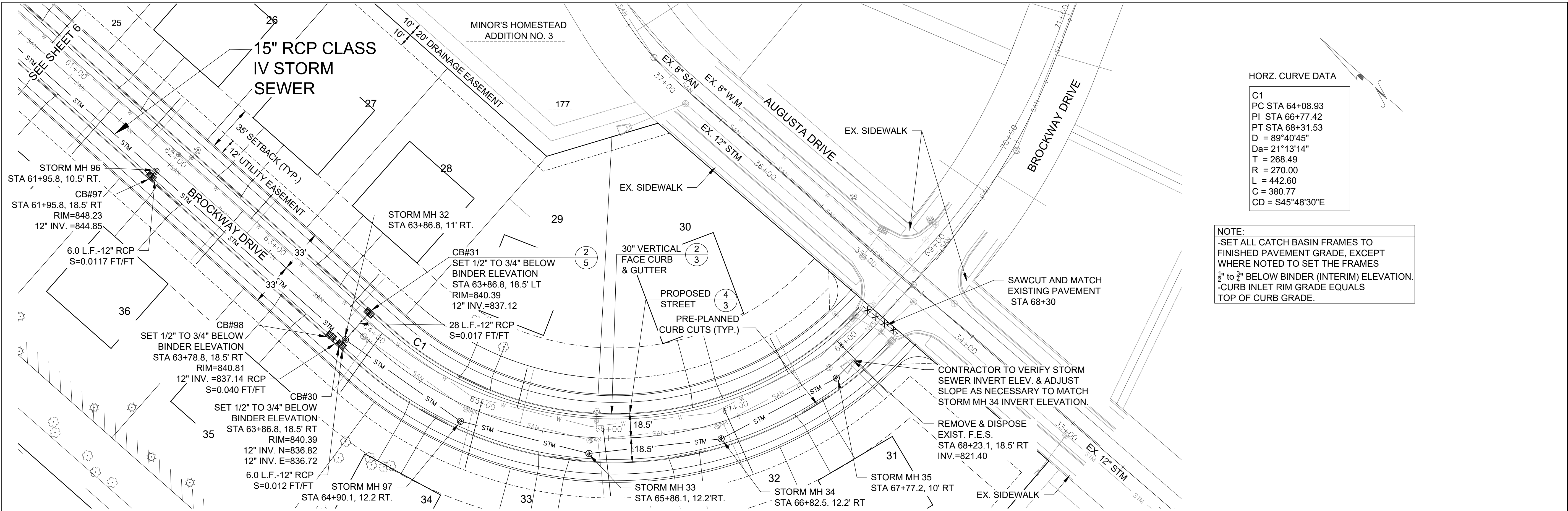
INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 40'
SCALE

PROJECT NO.
19.0001

SHEET NO.

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LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

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NEW BERLIN, WI 53151
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NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15

MINOR'S ESTATES

BROCKWAY DRIVE STA 61+00 – STA 68+20

STORM SEWER AND ROADWAY PLAN

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 40'

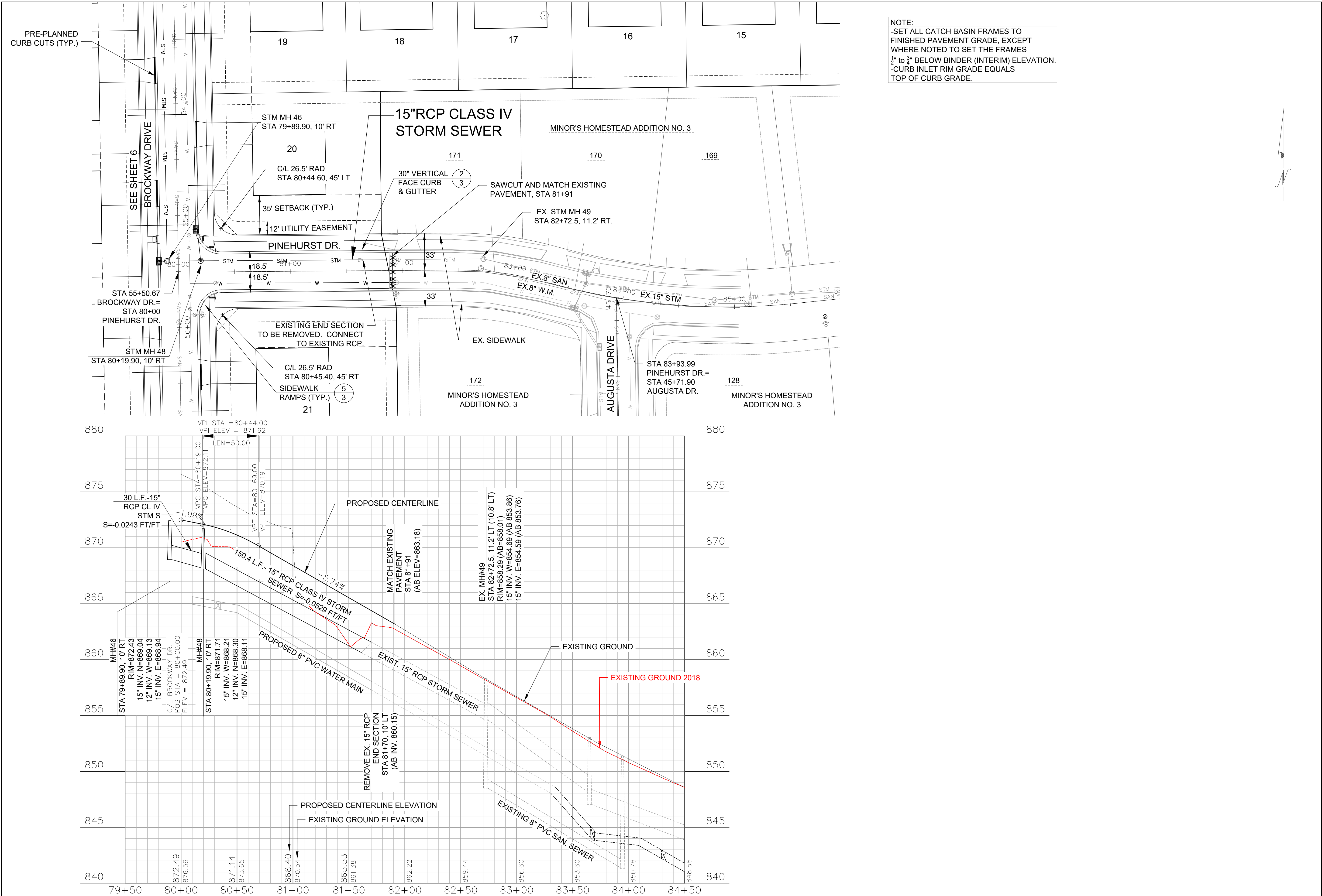
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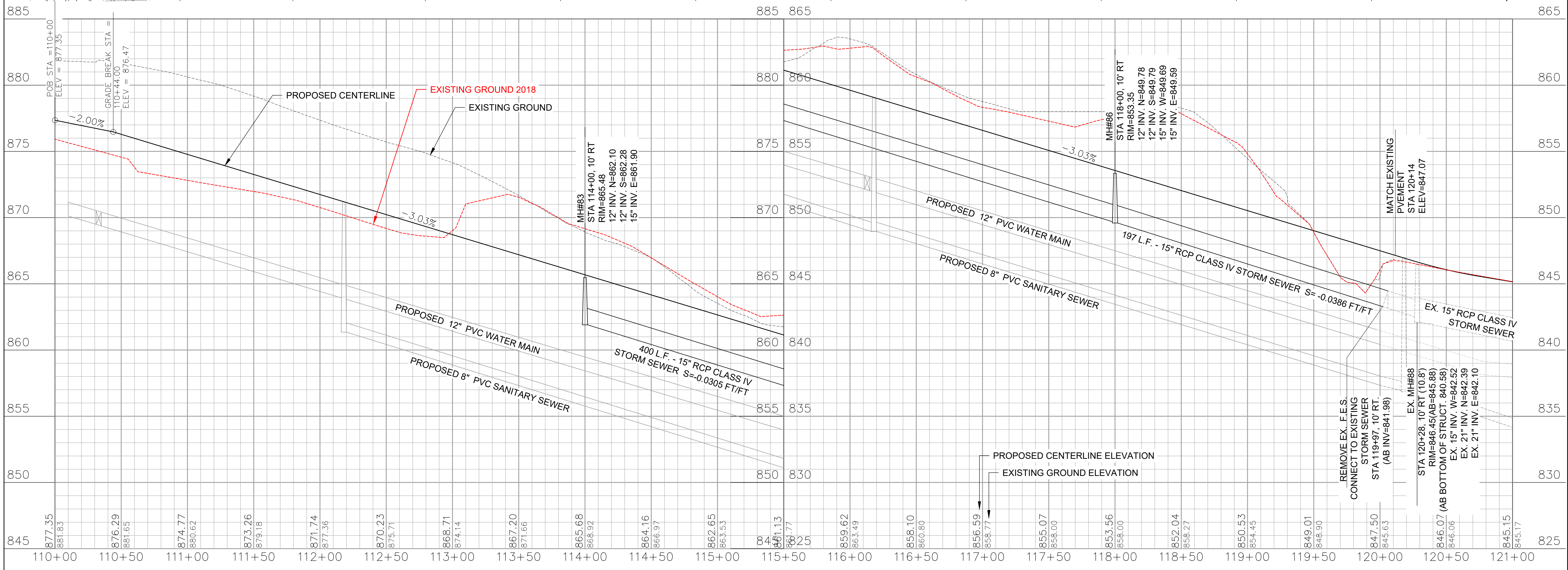
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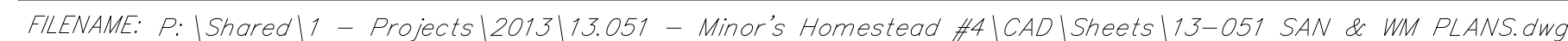
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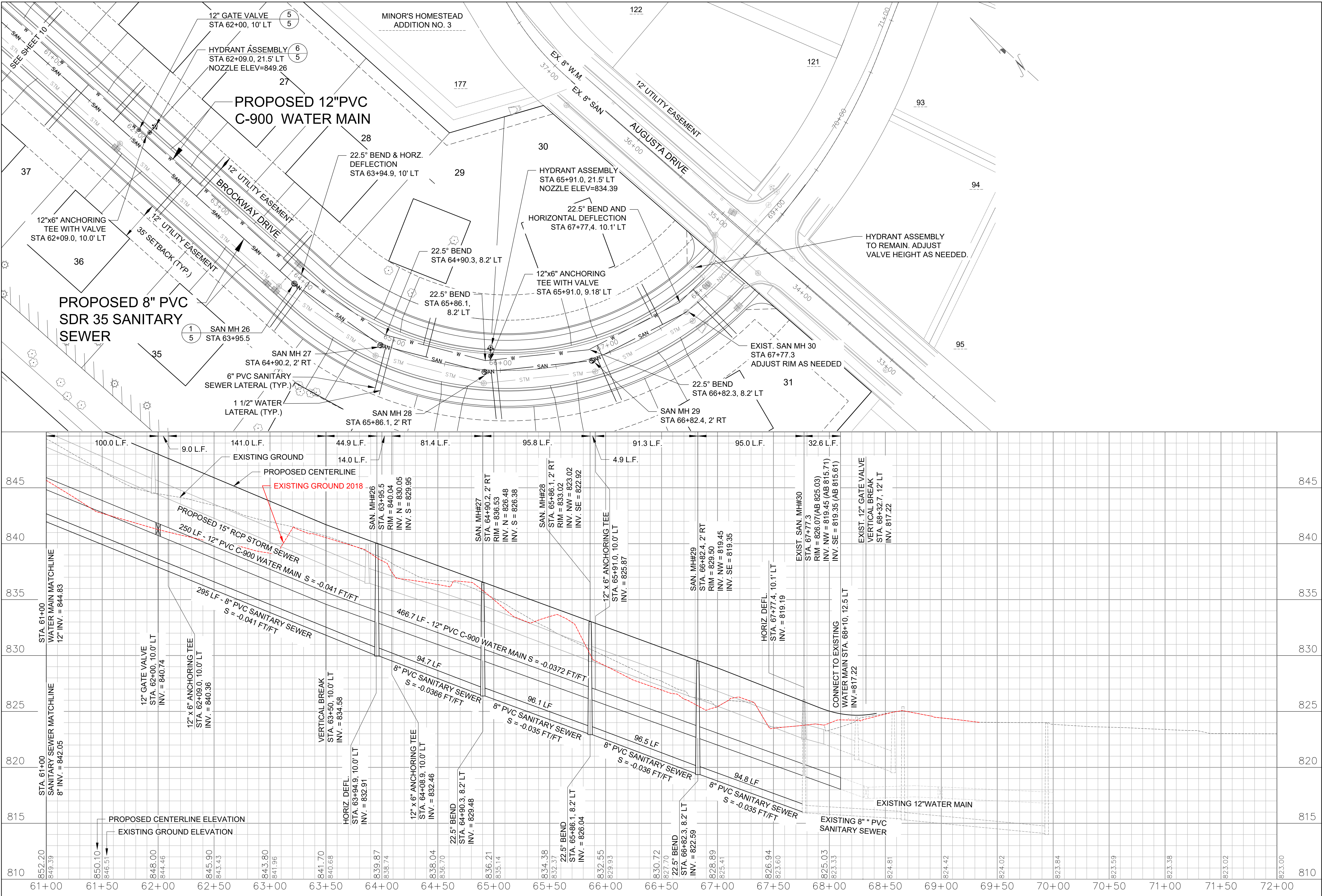
SHEET NO.

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NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-1-15

MINOR'S ESTATES

BROCKWAY DRIVE STA 61+00 TO 70+00

SANITARY SEWER AND WATER MAIN PLAN

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 40'

SCALE

PROJECT NO.

19.0001

SHEET NO.

11 OF 21

5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	jab	6-1-15

MINOR'S ESTATES
PINEHURST DRIVE STA 80+00 – 84+50
SANITARY SEWER AND WATER MAIN PLAN
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

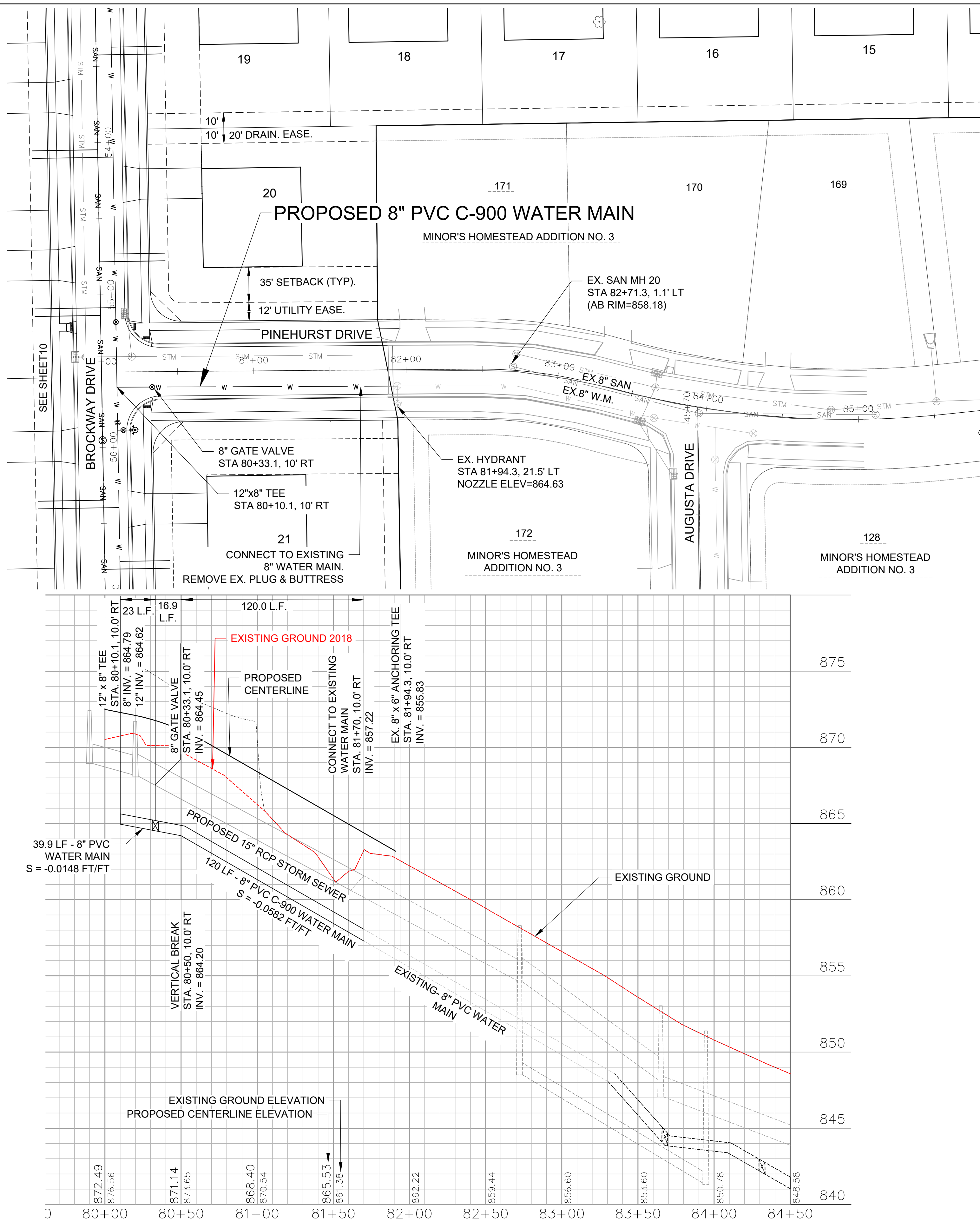
	INITIALS	DATE
DESIGNED	LTK	03/30/15
DRAWN	JAB	03/30/15
CHECKED	LTK	03/30/15

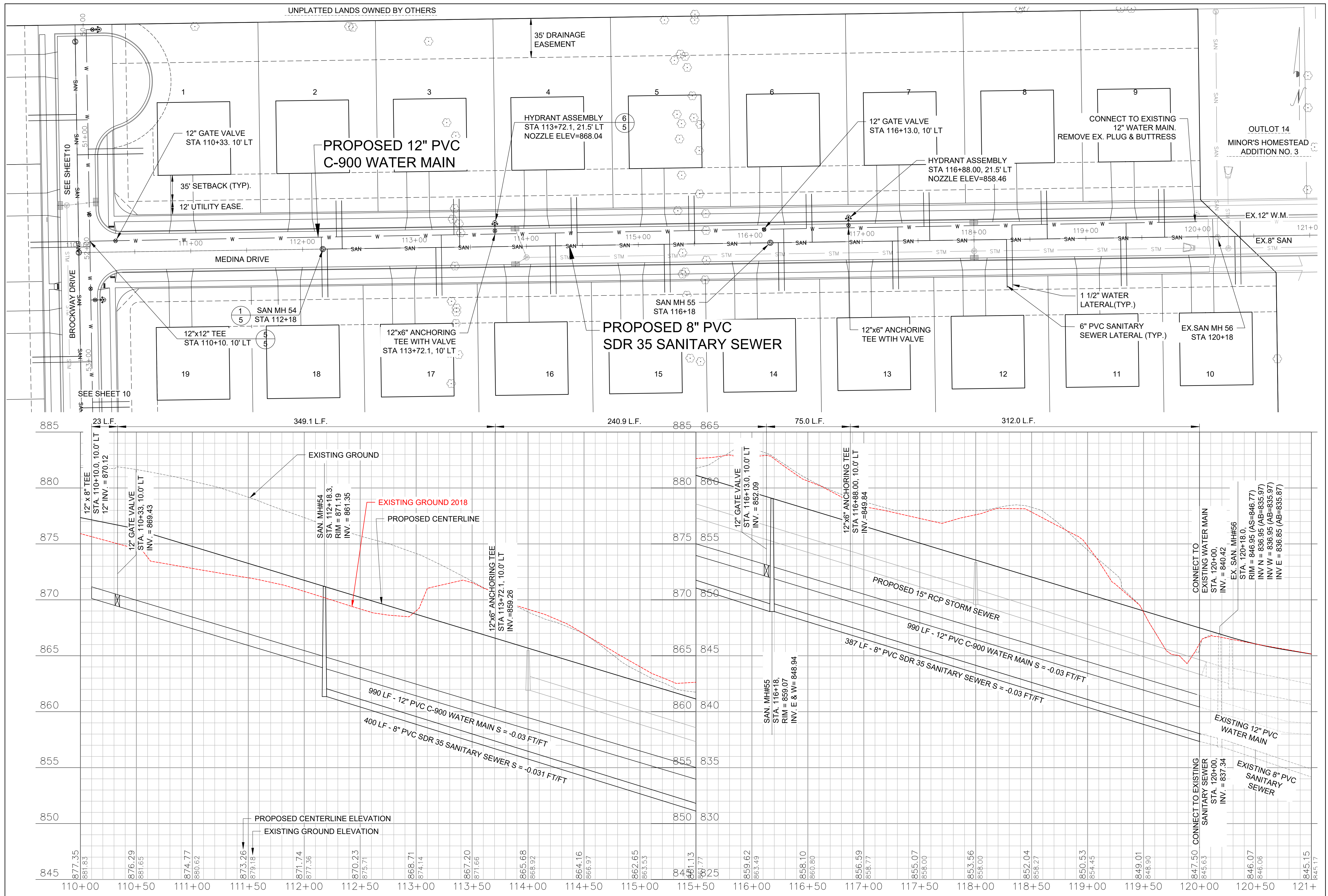
0 40
SCALE

PROJECT NO.
19.0001

SHEET NO.

12 OF 21



[illegible]

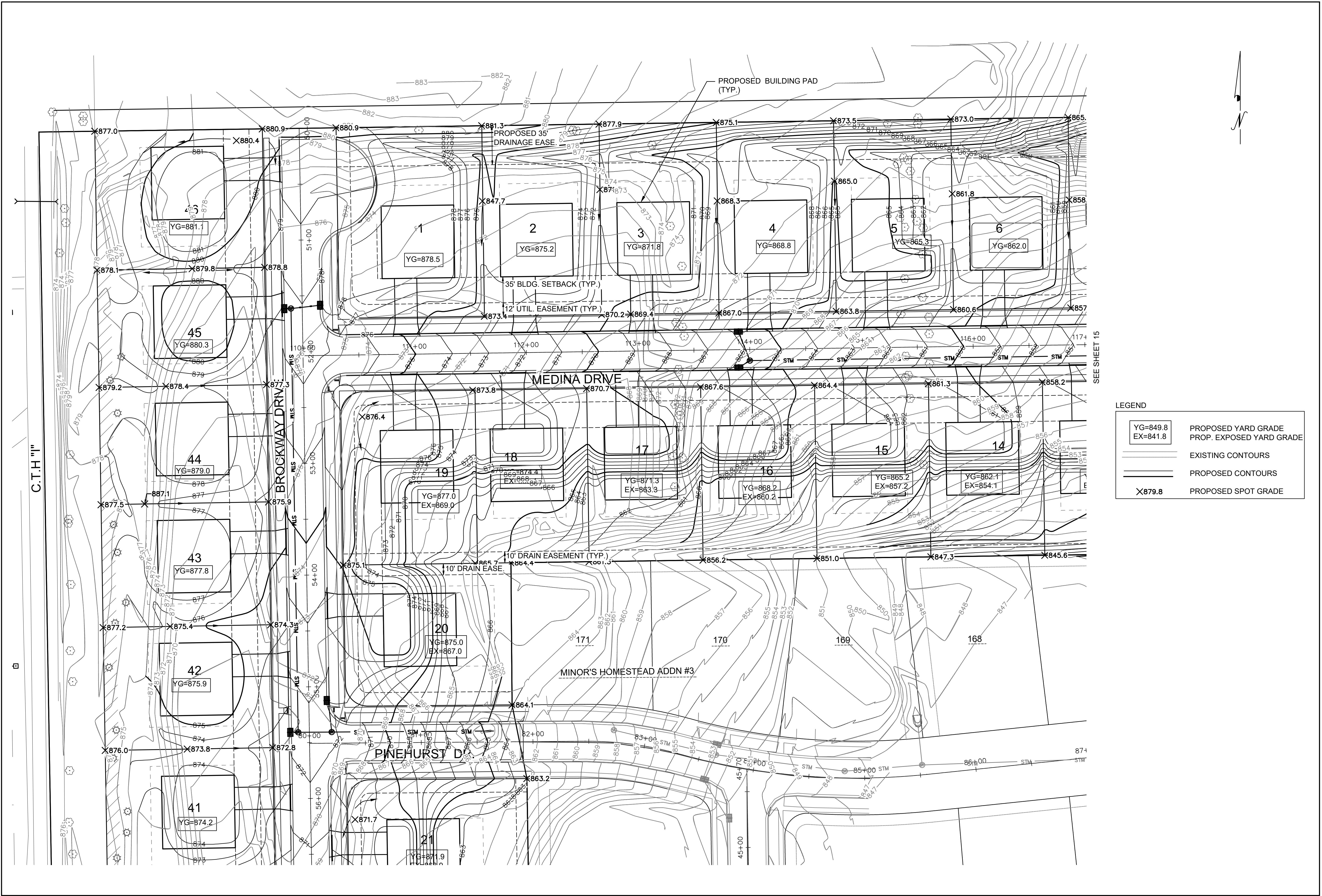
MINORS ESTATES
MEDINA DRIVE STA 110+00 – 120+18
SANITARY SEWER AND WATER MAIN PLAN
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

	INITIALS	DATE
SIGNED	LTK	03/30/15
DRAWN	JAB	03/30/15
CHECKED	LTK	03/30/15

PROJECT NO.
9.0001

SHEET NO.

3 OF 21





LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15
2	Address R/M letter dated 6-22-15	Jab	7-7-15

MINOR'S ESTATES
FINAL GRADING PLAN

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

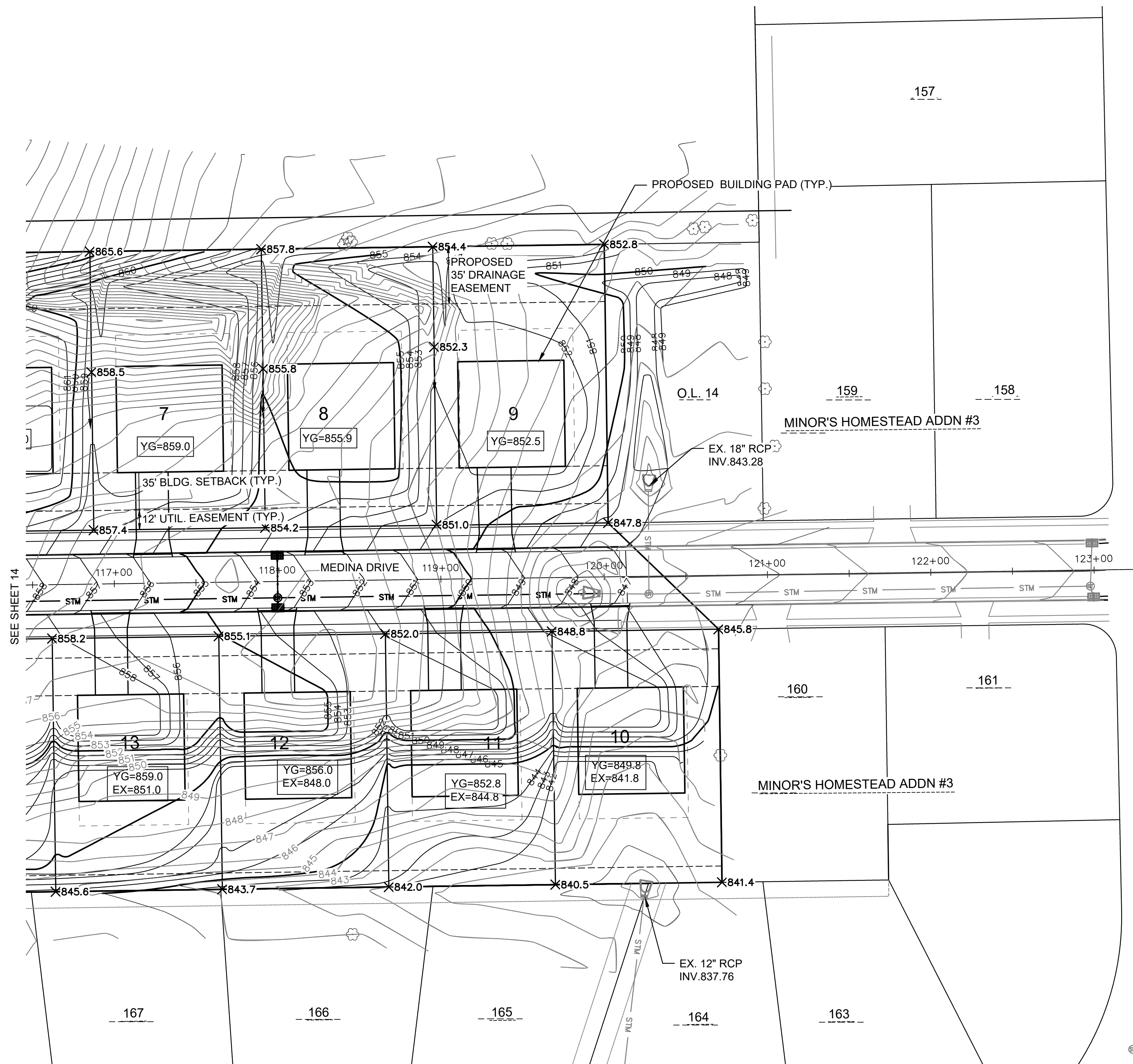
INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 40'

SCALE

PROJECT NO.
19.0001

SHEET NO.
14 OF 21



SEE SHEET 14

LEGEND

YG=849.8 EX=841.8	PROPOSED YARD GRADE PROP. EXPOSED YARD GRADE
	EXISTING CONTOURS
	PROPOSED CONTOURS
X879.8	PROPOSED SPOT GRADE

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15
2	Address R/M letter dated 6-22-15	Jab	7-7-15
3	Overflow swale	dkv	10-13-15

MINOR'S ESTATES
FINAL GRADING PLAN

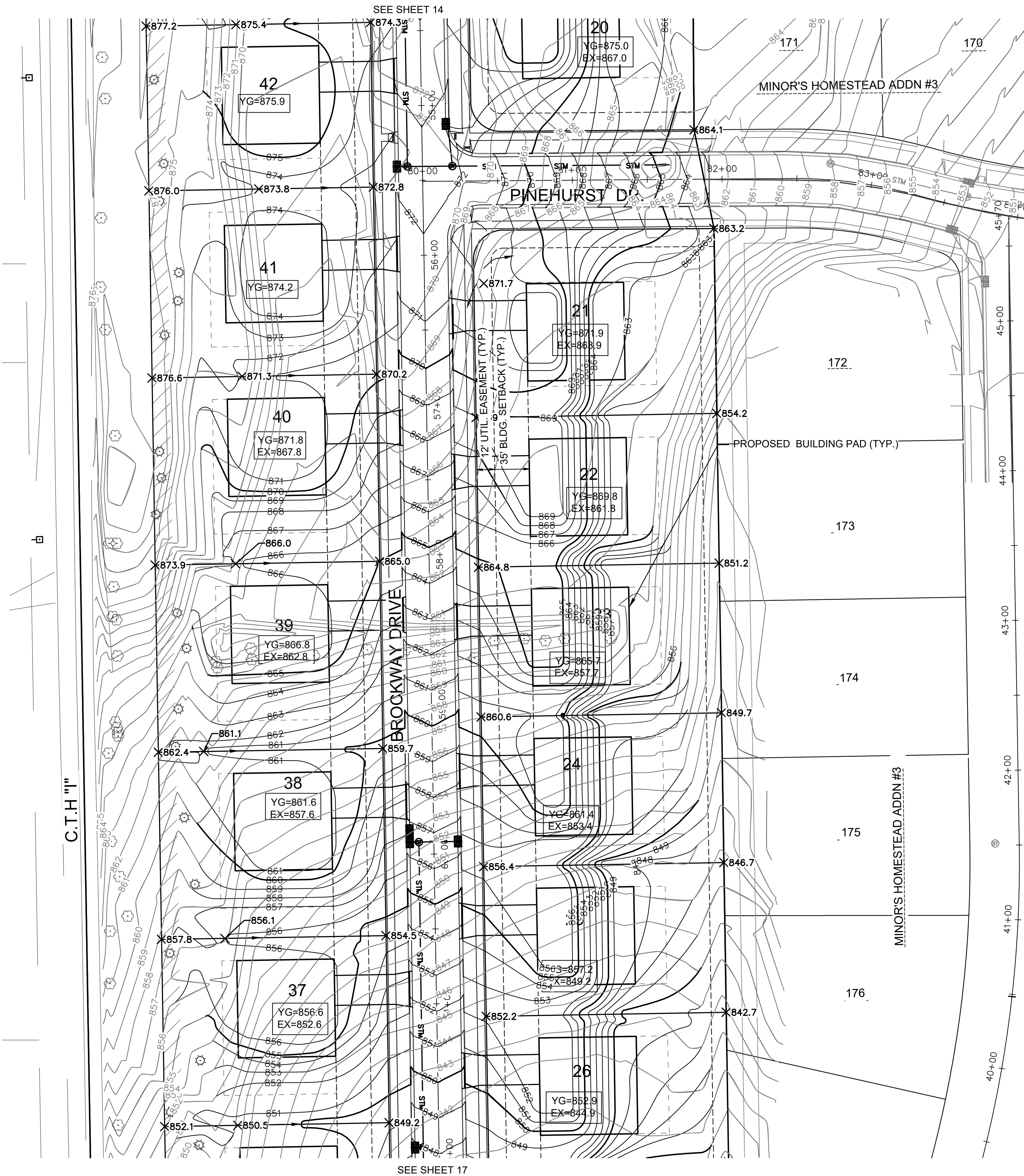
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 40'
SCALE

PROJECT NO.
19.0001

SHEET NO.
15 OF 21



SEE SHEET 17

PLOT DATE: 3/25/2021 3:00 PM

FILENAME: P:\Shared\1 - Projects\2019\19.0001 Point Real Estate - Minor's Estates Sub. Engineering\CAD\Sheets\19.0001 Grading Final.dwg

LEGEND

Legend:

- YB=849.8
EX=841.8
- PROPOSED YARD GRADE
PROP. EXPOSED YARD GRADE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- X 879.8
- PROPOSED SPOT GRADE



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	DATE
1	Address R/M letter dated 5-27-15	6-2-15
2	Address R/M letter dated 6-22-15	7-7-15

MINOR STATES FINAL GRADING PLAN

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

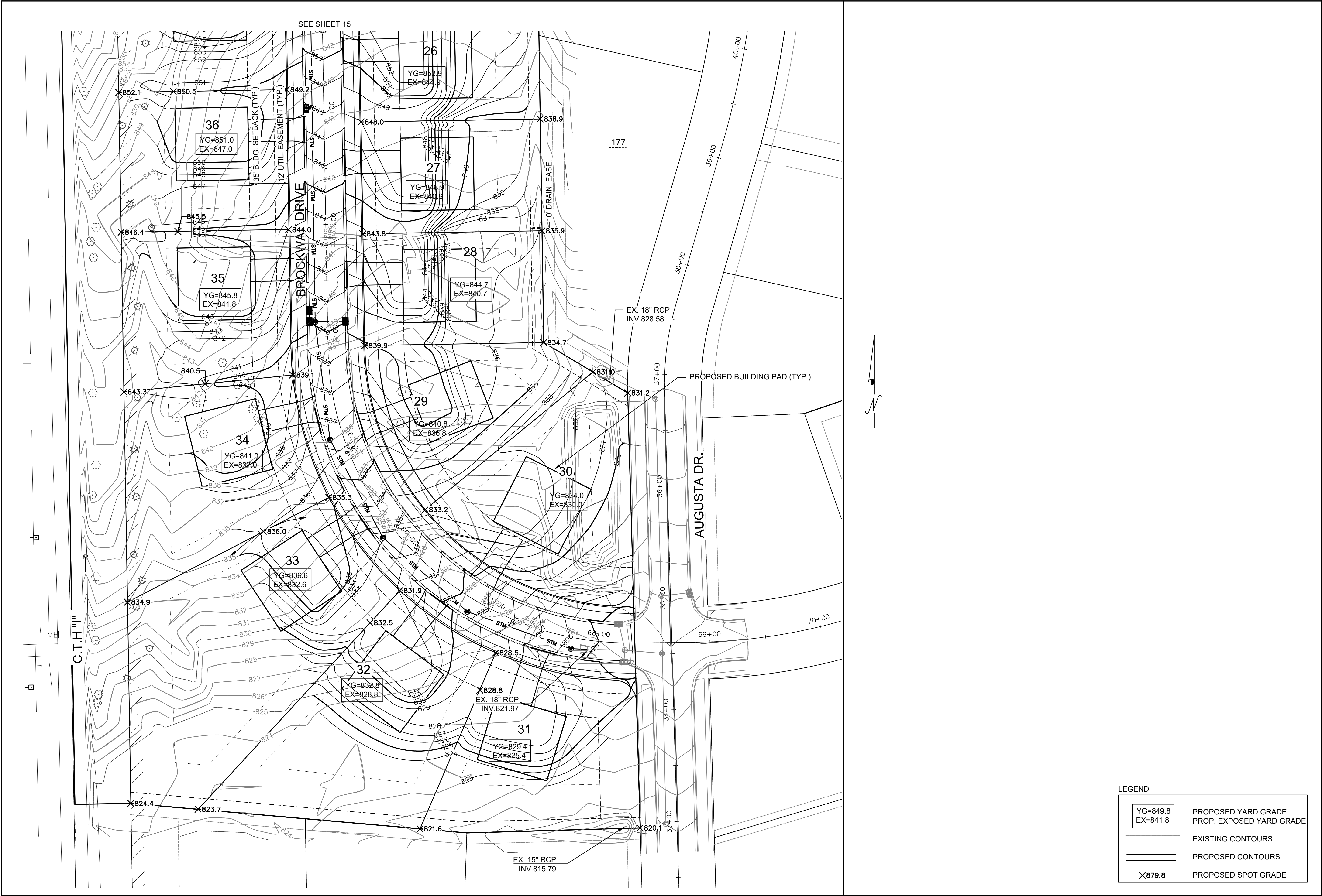
	INITIALS	DATE
SIGNED	LTK	03/30/1
DRAWN	JAB	03/30/1
CHECKED	LTK	03/30/1

40
SCALE

PROJECT NO.
9.0001

SHEET NO.

16 OF 21



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15
2	Address R/M letter dated 6-22-15	Jab	7-7-15
3	Overflow swale	dkv	10-13-15

MINOR'S ESTATES
FINAL GRADING PLAN

VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15

0 40'
SCALE

PROJECT NO.
19.0001

SHEET NO.
17 OF 21



5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/I letter dated 5-27-15	Jab	6-2-15
2	Address R/I letter dated 6-22-15	Jab	7-7-15
3	Phase I Construction added 3-25-21	brw	3-25-21

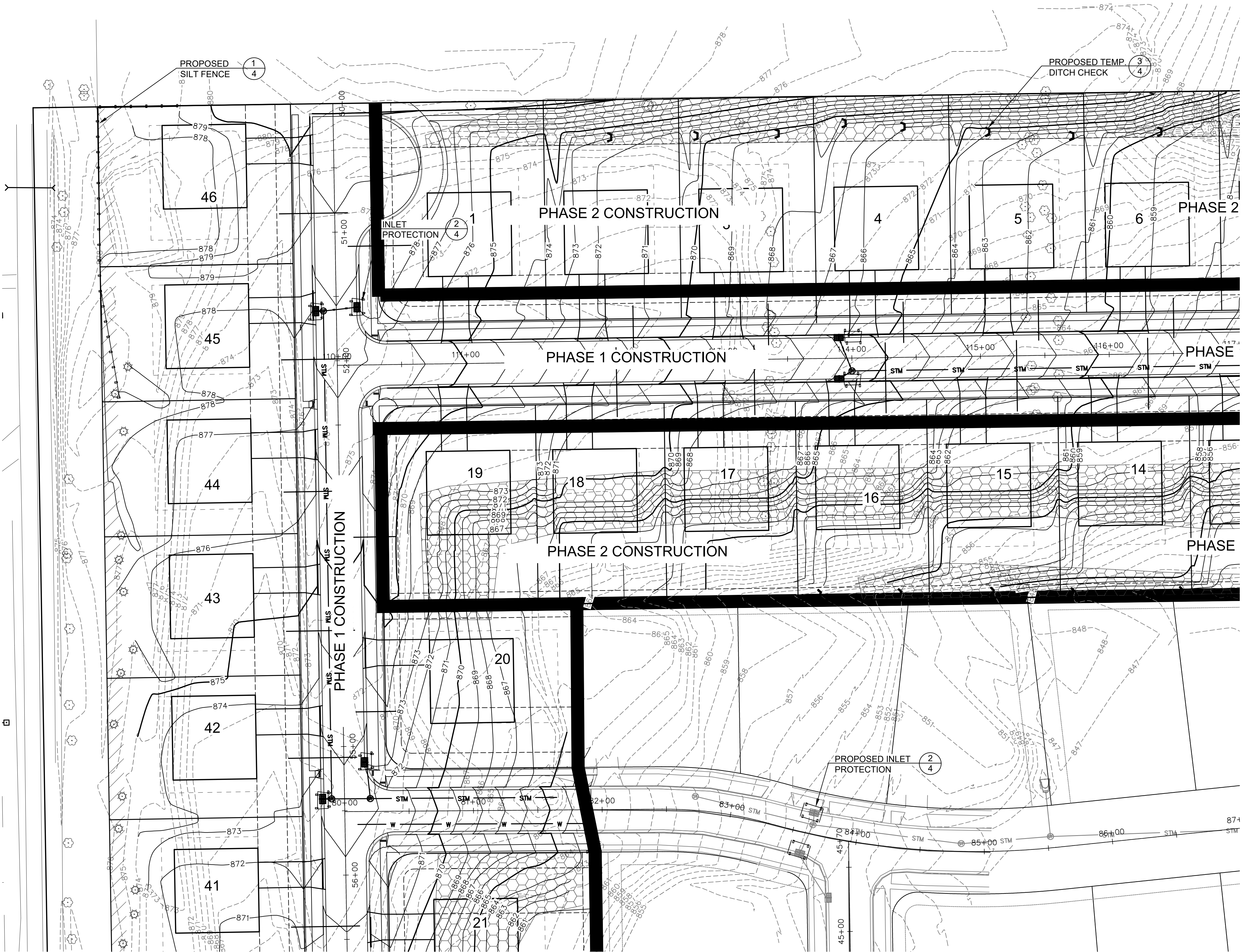
MINOR'S ESTATES
INTERIM GRADING AND EROSION CONTROL PLAN
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15



PROJECT NO.
19.0001
SHEET NO.

18 OF 21

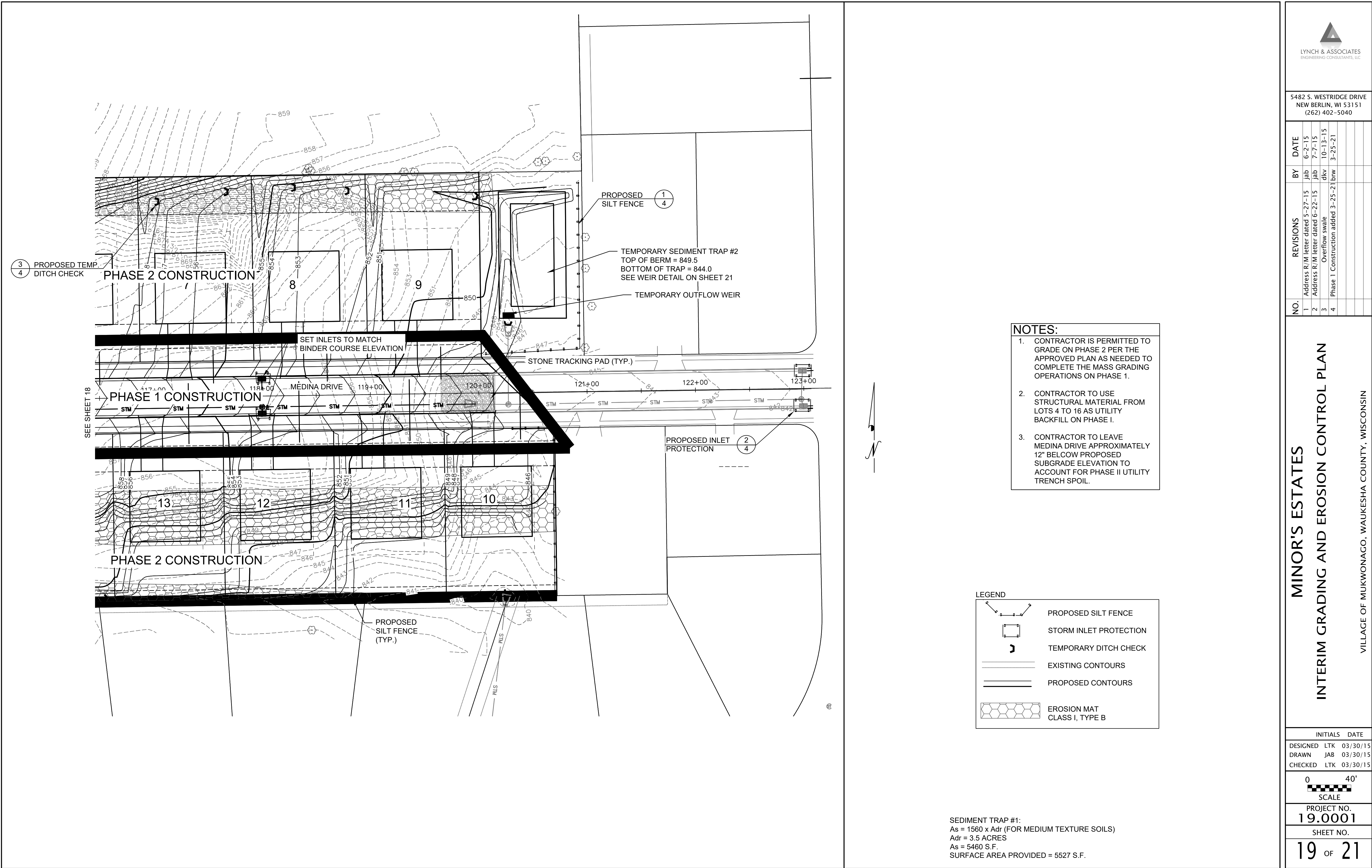


SEE SHEET 19

LEGEND

- PROPOSED SILT FENCE
- STORM INLET PROTECTION
- TEMPORARY DITCH CHECK
- EXISTING CONTOURS
- PROPOSED CONTOURS
- EROSION MAT CLASS I, TYPE B

- NOTES:
- CONTRACTOR IS PERMITTED TO GRADE ON PHASE 2 PER THE APPROVED PLAN AS NEEDED TO COMPLETE THE MASS GRADING OPERATIONS ON PHASE 1.
 - CONTRACTOR TO USE STRUCTURAL MATERIAL FROM LOTS 4 TO 16 AS UTILITY BACKFILL ON PHASE I.
 - CONTRACTOR TO LEAVE MEDINA DRIVE APPROXIMATELY 12" BELOW PROPOSED SUBGRADE ELEVATION TO ACCOUNT FOR PHASE II UTILITY TRENCH SPOIL.





5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15
2	Address R/M letter dated 6-22-15	Jab	7-7-15

MINOR'S ESTATES
INTERIM GRADING AND EROSION CONTROL PLAN
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15



PROJECT NO.
19.0001

SHEET NO.

20 OF 21





5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
(262) 402-5040

NO.	REVISIONS	BY	DATE
1	Address R/M letter dated 5-27-15	Jab	6-2-15
2	Address R/M letter dated 6-22-15	Jab	7-7-15
3	Overflow swale	dkv	10-13-15

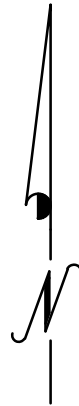
MINOR'S ESTATES
INTERIM GRADING AND EROSION CONTROL PLAN
VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN

INITIALS	DATE
DESIGNED LTK	03/30/15
DRAWN JAB	03/30/15
CHECKED LTK	03/30/15



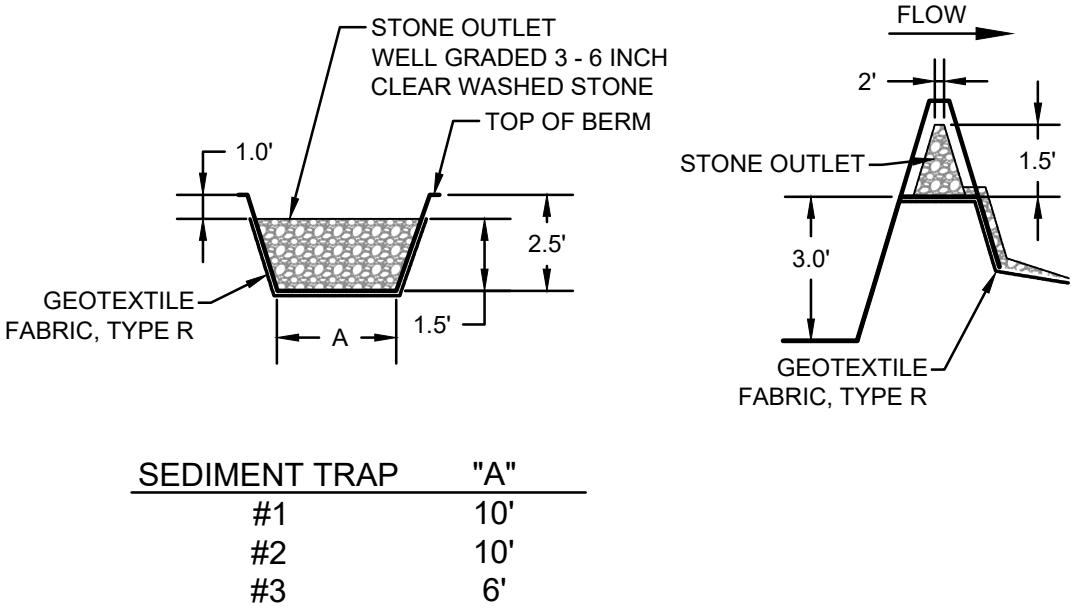
PROJECT NO.
19.0001
SHEET NO.

21 OF **21**



LEGEND

- PROPOSED SILT FENCE
- STORM INLET PROTECTION
- TEMPORARY DITCH CHECK
- EXISTING CONTOURS
- PROPOSED CONTOURS
- EROSION MAT CLASS I, TYPE B



NOTE:
CONTRACTOR IS PERMITTED TO GRADE ON PHASE 2 PER THE APPROVED PLAN AS NEEDED TO COMPLETE THE MASS GRADING OPERATIONS ON PHASE 1.

SEDIMENT TRAP #3:
As = 1560 x Adr (FOR MEDIUM TEXTURE SOILS)
Adr = 6.7 ACRES
As = 10452 S.F.
SURFACE AREA PROVIDED = 11200 S.F.

EXHIBIT C

MINOR'S ESTATES 2019 CONSTRUCTION SCHEDULE FOR PHASE 1

- 6/15 – 6/19 Install erosion control and construct sediment basins
- 6/22 – 8/21 Strip topsoil and rough grade roads and lots.
- 7/13 – 9/4 Sanitary sewer, watermain and storm sewer construction
- 9/15 – 11/3 Road base, curb & gutter, binder pavement and sidewalk construction
- 9/29 – 10/23 Private utility and street light installation
- 10/26 – 11/6 Finish grading and final site restoration

3/30/21

EXHIBIT E
APPROVED STREET TREE LIST

Village of Mukwonago Street Tree List

1. The selection of street trees for the terrace area is based upon the trees ability to withstand urban conditions such as salt tolerance, drought, soil conditions, and insect and disease resistance.
2. The terrace area is located between the street curb and the sidewalk.
3. Please note that Ash trees are not allowed to be planted due to emerald ash borer.

Large Trees 8 foot Terraces or Wider

Scientific Name	Species	Cultivar	Size H X W
Acer × freemanii	Freeman Maple	<u>Armstrong</u>	45 x 15
		<u>Indian Summer</u>	45 x 40
		<u>Jeffersred (Autumn Blaze®)</u>	50 x 40
		<u>Marmo</u>	55 x 45
Acer miyabei	Miyabe Maple	<u>State Street®</u>	40 x 25
Acer platanoides	Norway Maple	<u>Columnare</u>	40 x 15
		<u>Deborah</u>	50 x 40
		<u>McGill No. 42 (Emerald Queen®)</u>	50 x 40
		<u>Princeton Gold</u>	40 x 30
Celtis occidentalis	Common Hackberry	<u>Chicagoland</u>	55 x 40
Ginkgo biloba	Ginkgo	<u>Autumn Gold</u>	45 x 35
Gleditsia triacanthos	Thornless Honeylocust,	<u>PNI 2835 (Shademaster®):</u>	45 x 35
		<u>Skycole (Skyline®):</u>	45 x 35
Gymnocladus dioica	Kentucky Coffeetree,	<u>Espresso</u>	50 x 35
Quercus bicolor	Swamp White Oak		55 x 55
Quercus robur	English Oak		50 x 50

Tilia americana	American Linden	<u>Boulevard</u>	50 x25
		<u>Mcksentry (American Sentry)</u>	45 x 30
		<u>DTR 123 (Legend®)</u>	40 X 30
Tilia cordata	Littleleaf Linden	<u>Chancole</u>	40 X 20
		<u>PNI 6025 (Greenspire®)</u>	40 X 30
Tilia tomentosa	Silver Linden	<u>Wandell (Sterling®)</u>	45 X 35
Ulmus hybrids	Hybrid Elms (DED Resistant)	<u>Frontier</u>	35 X 25
		<u>Homestead</u>	55 X 35
		<u>Regal</u>	55 X 30

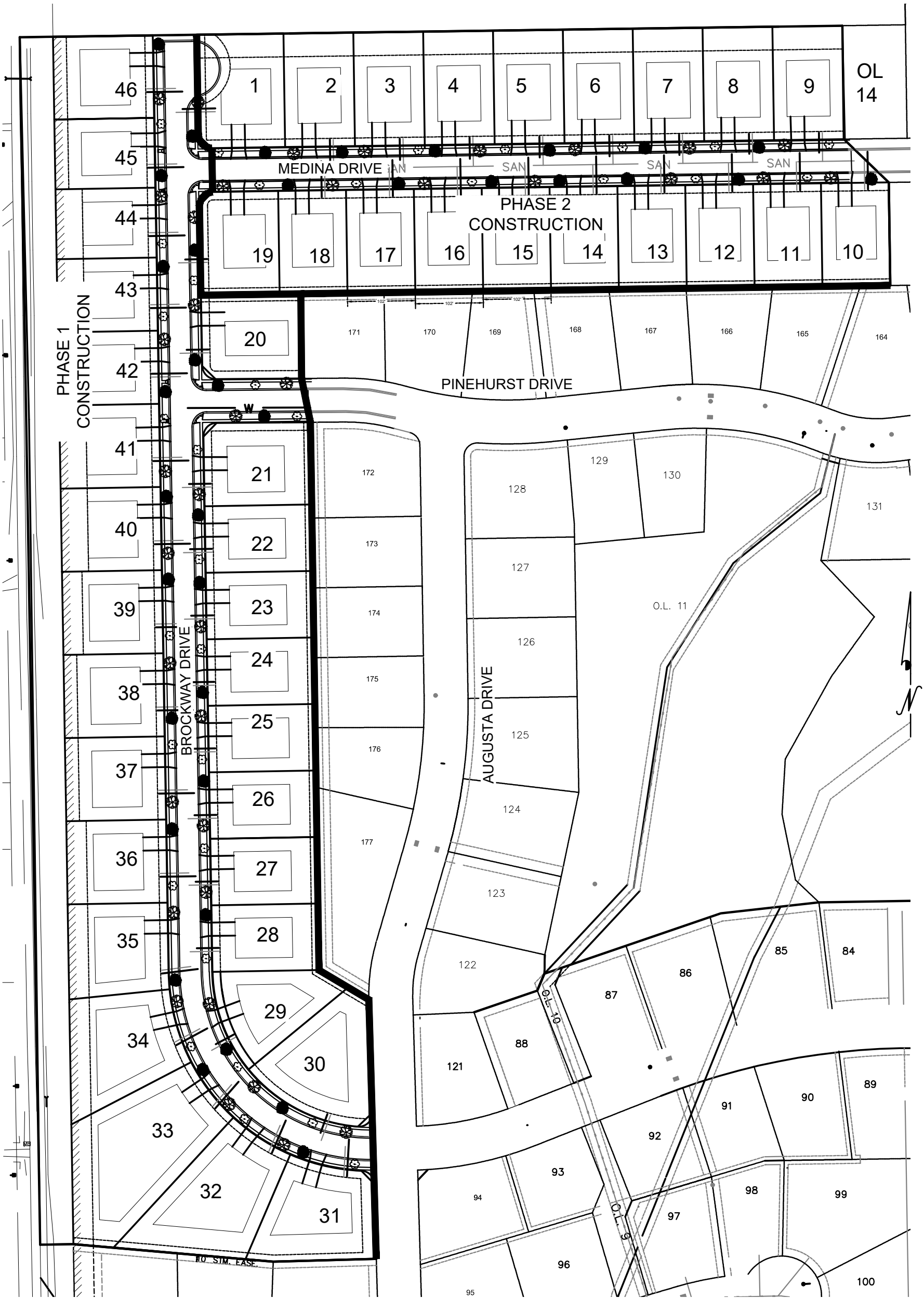
Small Trees For Terraces 5 and Wider or Under Wires

Acer tataricum	Tartarian Maple		18 x 18
Amelanchier x grandiflora	Serviceberry	Autumn Brilliance	30 x 25
Crataegus crus-galli var. inermis	Cockspur Hawthorn Thornless		
		<u>Cruzam (Crusader®)</u>	15 X 15
Maackia amurensis	Amur Maackia	<u>Starburst</u>	20 X 15
Prunus ‘Accolade’	Accolade Cherry		25 X 25
Pyrus calleryana	Callery Pear	<u>Autumn Blaze</u>	30 X 25
		<u>Capital</u>	30 X 12
		<u>Cleveland Select</u>	30 X 15
Syringa pekinensis	Peking Lilac	<u>Morton (China Snow®)</u>	25 X 20
Syringa reticulata	Japanese Lilac Tree	<u>Ivory Silk</u>	20 X 15

3/30/21

EXHIBIT F
STREET TREE PLAN

MINOR'S ESTATES
TREE PLANTING PLAN



- NOTES:
1. TREES TO BE PLANTED AT 50' SPACING.
 2. HOLES SHALL BE THREE TIMES THE DIAMETER OF THE ROOT BALL, OR SPREAD OF ROOTS IN CASE OF BARE ROOT OR CONTAINER TREES. ALL BANKS OF THE HOLE SHALL BE LOOSENEED BY SHOVEL AND TREES SHOULD BE PLANTED AT THEIR ORIGINAL SOIL LEVEL AT THE ROOT COLLAR.
 3. MINIMUM TREE SIZES ARE: 6 FEET HIGH AND 2 1/2 INCHES IN DIAMETER.
 4. SEE SECTION 34-129 (C) FOR TREE PLANTING LOCATIONS.

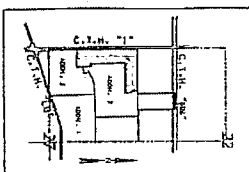
TREE LEGEND

Species Name	Scientific Name	Cultivar	Number
 Autumn Blaze Maple	Acer Jefferserd	Autumn Blaze	36
 Thornless Honeylocust	Gleditsia triacanthos	Skycole (Skyline)	34
 Little Leaf Linden	Tilia cordata	Chancole	37

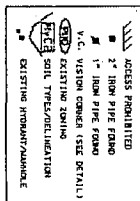
3/30/21

EXHIBIT G
PRELIMINARY PLAT

BEING PART OF THE NW 1/4 AND SW 1/4 OF THE NW 1/4 OF SECTION 27, TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN



SCALE: 1" = 2000'



OWNER/DEVELOPER
HINER'S HIDEAWAY 4, LLC
C/O BEN KROGER
3220 NISCO JERICHO CT.
MURRESHA, VI 23066

SURVEYOR/ENGINEER
LUNCH AND ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5482 S. VESTRIDE DR.
NEW BERN, IN 47151
PH: 252-402-5040
FAX 252-402-5046

WATER MANAGEMENT PRACTICE MAINTENANCE

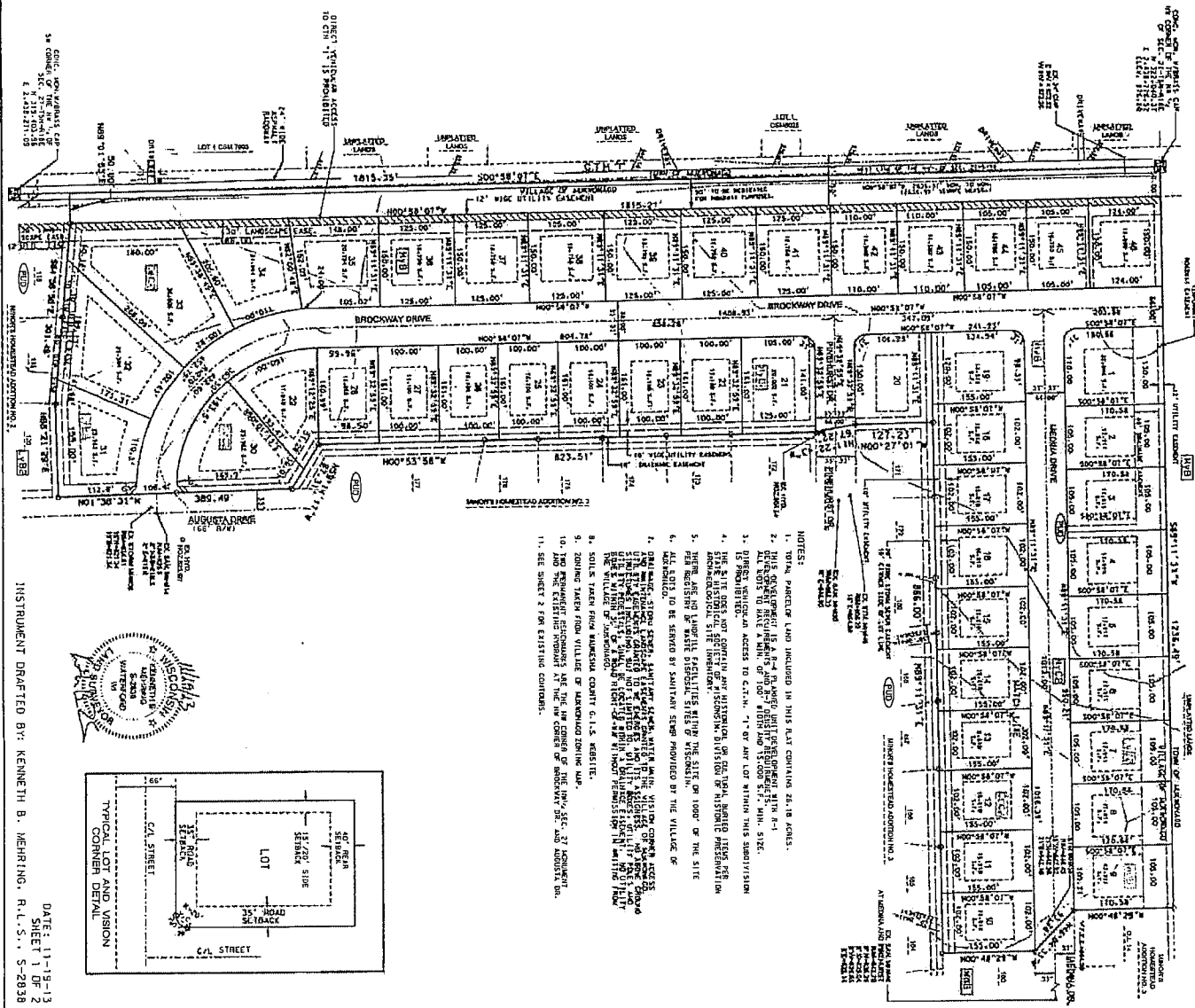
[illegible]

RESTRICTION - HIGH WATER TABLE

COMBINED RESTRICTIONS.

IT ABOVE THE INTERSECTION ELEVATION, EXCEPT FOR NECESSARY HIGHWAY AND TRAFFIC SIGNALS, UTILITIES AND OPEN FENCIBLES. THERE IS CLEAR VISION, AND NO OBSTRUCTIONS BE PERMITTED WITHIN SAID VISION CORNER.

STATEMENT

[illegible][illegible]

60'

4' REAR SETBACK

15' SIDE SETBACK

LOT

25' ROAD SETBACK

25' ROAD

C/L STREET

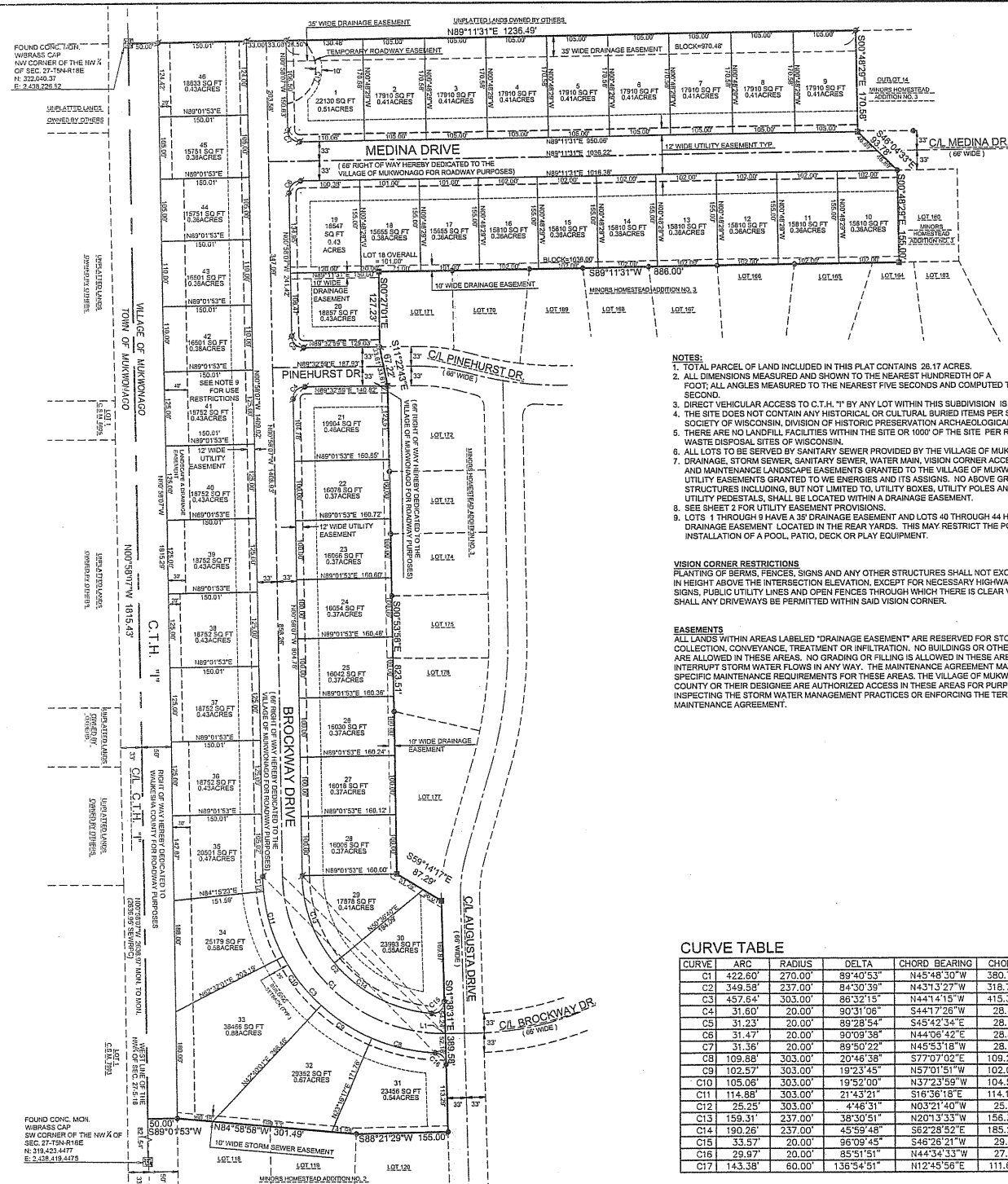
C/L STREET

TYPICAL LOT AND VISION CORNER DETAIL

DATE: 11-13-13
SHEET 1 OF 2
INSTRUMENT DRAFTED BY: KENNETH B. MEHRING, R.L.S. 5-2038

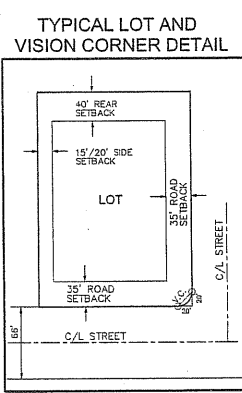
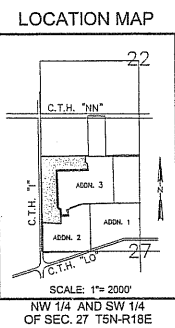
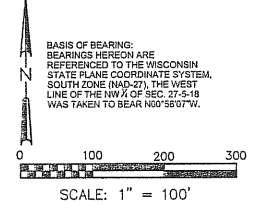
3/30/21

EXHIBIT H
MINOR'S ESTATES FINAL PLAT



MINOR'S ESTATES

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
THE NORTHWEST 1/4 OF SECTION 27,
TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF
MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.



- NOTES:
1. TOTAL PARCEL OF LAND INCLUDED IN THIS PLAT CONTAINS 28.17 ACRES.
 2. ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT; ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
 3. DIRECT VEHICULAR ACCESS TO C.T.H. "I" BY ANY LOT WITHIN THIS SUBDIVISION IS PROHIBITED.
 4. THE SITE DOES NOT CONTAIN ANY HISTORICAL OR CULTURAL BURIED ITEMS PER STATE HISTORICAL SOCIETY OF WISCONSIN, DIVISION OF HISTORIC PRESERVATION ARCHAEOLOGICAL SITE INVENTORY.
 5. THERE ARE NO LANDFILL FACILITIES WITHIN THE SITE OR 1000' OF THE SITE PER REGISTRY OF WASTE DISPOSAL SITES OF WISCONSIN.
 6. ALL LOTS TO BE SERVED BY SANITARY SEWER PROVIDED BY THE VILLAGE OF MUKWONAGO.
 7. DRAINAGE, STORM SEWER, SANITARY SEWER, WATER MAIN, VISION CORNER ACCESS AND MAINTENANCE LANDSCAPE EASEMENTS GRANTED TO THE VILLAGE OF MUKWONAGO. UTILITY EASEMENTS GRANTED TO WE ENERGIES AND ITS ASSIGNS. NO ABOVE GROUND STRUCTURES INCLUDING, BUT NOT LIMITED TO, UTILITY BOXES, UTILITY POLES AND UTILITY PEDESTALS, SHALL BE LOCATED WITHIN A DRAINAGE EASEMENT.
 8. SEE SHEET 2 FOR UTILITY EASEMENT PROVISIONS.
 9. LOTS 1 THROUGH 9 HAVE A 35' DRAINAGE EASEMENT AND LOTS 40 THROUGH 44 HAVE A 40' DRAINAGE EASEMENT LOCATED IN THE REAR YARDS. THIS MAY RESTRICT THE POSSIBILITY OF INSTALLATION OF A POOL, PATIO, DECK OR PLAY EQUIPMENT.

VISION CORNER RESTRICTIONS
PLANTING OF BERMS, FENCES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION, EXCEPT FOR NECESSARY HIGHWAY AND TRAFFIC SIGNS, PUBLIC UTILITY LINES AND OPEN FENCES THROUGH WHICH THERE IS CLEAR VISION, NOR SHALL ANY DRIVEWAYS BE PERMITTED WITHIN SAID VISION CORNER.

EASEMENTS
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

- LEGEND**
- DIRECT VEHICULAR ACCESS PROHIBITED
 - 1" 18" OF IRON PIPE (SEE 1" 18" OF IRON PIPE FOUND)
 - 2" IRON PIPE FOUND
 - 1" IRON PIPE FOUND
 - V.C. VISION CORNER (SEE DETAIL)
 - L1 LINE (SEE LINE TABLE)
 - CS CURVE (SEE CURVE TABLE)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°21'00"W	1.39'

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified SEPTEMBER 23RD, 2015
Renell D. Pank
Department of Administration



K.B. Mehring
KENNETH B. MEHRING S-2838
WISCONSIN PROFESSIONAL
LAND SURVEYOR
(original if signed in red)

REV. 8-1-15
REV. 7-7-15
DATE: 4-10-15
SHEET 1 OF 2

INSTRUMENT DRAFTED BY: KENNETH B. MEHRING, P.L.S., S-2838

MINOR'S ESTATES

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27,
TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, KENNETH B. MEHRING, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND HEREIN DESCRIBED:

A PARCEL OF LAND BEING PART OF THE NORTHWEST 1/4, AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN. DESCRIBED AS FOLLOWS:
BEGINNING AT A CONCRETE MONUMENT WITH BRASS CAP FOUND MARKING THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION; THENCE N89°11'31"E, ALONG THE NORTH LINE OF SAID 1/4 SECTION, 1238.49'; TO A 1.25" IRON BAR SET MARKING THE NORTHWEST CORNER OF SAID 1/4 SECTION, HOMESTEAD ADDITION NO. 3; THENCE S0°48'29"E, ALONG SAID WEST LINE, 170.58' TO A 2" IRON PIPE FOUND MARKING THE SOUTHWEST CORNER OF SAID OUTLOT 14; THENCE S46°04'33"E, CONTINUING ALONG SAID WEST LINE, 93.78'; TO A 1" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF LOT 160 OF SAID MINORS' HOMESTEAD ADDITION NO. 3; THENCE S0°48'29"E, CONTINUING ALONG SAID WEST LINE, 155.00'; TO A 2" IRON PIPE FOUND MARKING THE SOUTHEAST CORNER OF SAID LOT 160; THENCE S89°11'31"W, ALONG THE NORTH LINE OF SAID MINORS' HOMESTEAD ADDITION NO. 3, 888.00'; TO A 2" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF LOT 171 OF SAID MINORS' HOMESTEAD ADDITION NO. 3; THENCE S0°27'01"E, ALONG THE WEST LINE OF SAID MINORS' HOMESTEAD ADDITION NO. 3, 127.23'; TO A 1.25" IRON BAR SET MARKING THE SOUTHWEST CORNER OF SAID LOT 171; THENCE S11°22'43"E, CONTINUING ALONG SAID WEST LINE, 87.22'; TO A 2" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF LOT 172 OF SAID MINORS' HOMESTEAD ADDITION NO. 3; THENCE S0°53'58"E, CONTINUING ALONG SAID WEST LINE, 923.51'; TO A 2" IRON PIPE FOUND MARKING THE SOUTHWEST CORNER OF LOT 177 OF SAID MINORS' HOMESTEAD ADDITION NO. 3; THENCE S69°14'17"E, CONTINUING ALONG SAID WEST LINE, 87.29'; TO THE SOUTHEAST CORNER OF SAID LOT 177; THENCE S1°39'31"E, CONTINUING ALONG SAID WEST LINE, 389.58'; TO A 1" IRON PIPE FOUND MARKING THE NORTHEAST CORNER OF LOT 120 OF MINORS' HOMESTEAD ADDITION NO. 2; THENCE S88°21'29"W, ALONG THE NORTH LINE OF SAID MINORS' HOMESTEAD ADDITION NO. 2, 155.00'; TO A 1" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF SAID LOT 120; THENCE N84°58'58"W, CONTINUING ALONG SAID NORTH LINE, 301.49'; TO A 1" IRON PIPE FOUND MARKING THE NORTHWEST CORNER OF LOT 118 OF MINORS' HOMESTEAD ADDITION NO. 2; THENCE S89°01'53"W, CONTINUING ALONG SAID NORTH LINE, 80.00' TO THE WEST LINE OF THE AFOREMENTIONED 1/4 SECTION; THENCE N0°58'07"W, ALONG SAID WEST LINE, 1815.43'; TO THE PLACE OF BEGINNING; SAID PARCEL CONTAINS 28.1 ACRES MORE OR LESS.

I, FURTHER CERTIFY THAT I HAVE MADE SAID SURVEY, LAND DIVISION, AND PLAN BY THE DIRECTION OF MINORS' HOMESTEAD 4, LLC, OWNER OF SAID LAND.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF MUKWONAGO IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 21 DAY OF August, 2015.

KENNETH B. MEHRING
WISCONSIN PROFESSIONAL LAND SURVEYOR, NO. 2838
(original if signed in red)



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.
Certified SEPTEMBER 22nd, 2015
Renald M. Power
Department of Administration

CONSENT OF CORPORATE MORTGAGEE

Waukesha Bank, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE OF MINORS' HOMESTEAD 4, LLC, OWNER.

IN WITNESS WHEREOF, THE SAID Waukesha Bank HAS CAUSED THESE PRESENTS TO BE SIGNED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 11 DAY OF November, 2015.

[Signature]
VICE PRESIDENT
Waukesha Bank

VICE PRESIDENT

CORPORATE OWNER'S CERTIFICATE

I, KEN W. KROEGER AND DEVIN WOLF, MANAGING MEMBER OF MINOR'S HOMESTEAD 4, LLC, A LIMITED LIABILITY CORPORATION IN THE STATE OF WISCONSIN, HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, DEDICATED AND MAPPED AS REPRESENTED ON THIS PLAT.

AS OWNER, I FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

- 1.) VILLAGE OF MUKWONAGO
- 2.) WAUKESHA COUNTY, DEPT. OF PARKS AND LAND USE
- 3.) WISCONSIN DEPARTMENT OF ADMINISTRATION

DATED THIS 22nd DAY OF Oct, 2015.

MINOR'S HOMESTEAD 4, LLC

BY ITS MEMBER, KROEGER DEVELOPMENT III, LLC

[Signature]
KENNETH W. KROEGER, MANAGING MEMBER

BY ITS MEMBER, WOLF DEVELOPMENT, LLC

[Signature]
DEVIN WOLF, MANAGING MEMBER

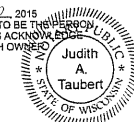
BY ITS MEMBER, KROEGER DEVELOPMENT III, LLC

[Signature]
WILLIAM J. KROEGER, MANAGING MEMBER

STATE OF WISCONSIN) ss
WAUKESHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 22nd DAY OF October, 2015 THE ABOVE NAMED KENNETH W. KROEGER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

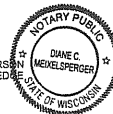
[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 5-19-2017



STATE OF WISCONSIN) ss
WAUKESHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 22nd DAY OF October, 2015 THE ABOVE NAMED WILLIAM J. KROEGER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

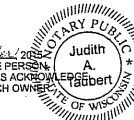
[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 3/3/2018



STATE OF WISCONSIN) ss
WAUKESHA COUNTY)

PERSONALLY CAME BEFORE ME THIS 22nd DAY OF October, 2015 THE ABOVE NAMED DEVIN WOLF, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS SUCH AS ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OWNER.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 5-19-2017



STATE OF WISCONSIN) ss
COUNTY OF WAUKESHA)

PERSONALLY CAME BEFORE ME THIS 11th DAY OF Nov, 2015 THE ABOVE NAMED BRAD LABUE TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-11-2016



CERTIFICATE OF COUNTY TREASURER

STATE OF WISCONSIN) ss
WAUKESHA COUNTY)

I, PAMELA REEVES, BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF WAUKESHA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS 22nd DAY OF October, 2015 INCLUDED IN THIS PLAT OF MINOR'S ESTATES.

[Signature]
PAMELA REEVES
COUNTY TREASURER

CERTIFICATE OF VILLAGE TREASURER

I, STEVEN A. BRAATZ, JR., BEING DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF MUKWONAGO, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR SPECIAL ASSESSMENTS AS OF THIS 22nd DAY OF October, 2015 INCLUDED IN THIS PLAT OF MINOR'S ESTATES.

[Signature]
STEVEN A. BRAATZ, JR.
VILLAGE TREASURER



VILLAGE OF MUKWONAGO RESOLUTION

RESOLVED THAT THE PLAT KNOWN AS MINOR'S ESTATES, BEING A PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF MUKWONAGO, WAUKESHA COUNTY, WISCONSIN, WHICH HAS BEEN FILED FOR APPROVAL, BY AND HEREBY IS APPROVED AS REQUIRED BY CHAPTER 236 OF THE WISCONSIN STATUTES.

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF MUKWONAGO AND THAT ALL CONDITIONS OF APPROVAL HAVE BEEN MET AS OF THIS 22nd DAY OF October, 2015.

[Signature]
FRED WINCHOWSKY
PRESIDENT

[Signature]
STEVEN A. BRAATZ, JR.
CLERK



UTILITY EASEMENT PROVISIONS:
AN EASEMENT FOR ELECTRICAL AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY MINOR'S ESTATES 4, LLC, GRANTOR, TO, WE ENERGIES, TELEPHONE AND CABLE COMPANIES, GRANTEEES THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRICAL ENERGY FOR SUCH PURPOSES AS THE SAME IS NO OR MAY HEREFTER BE USED AND FOR SOUNDS AND SIGNALS, ALL IN, OVER, UNDER ACROSS ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREA ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEEES OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES OR COMMUNICATIONS FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR (4) INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

REV. 9-01-15
REV. 7-07-15
DATE: 4-10-15
SHEET 2 OF 2

INSTRUMENT DRAFTED BY: KENNETH B. MEHRING, P.L.S., S-2838

3/30/21

EXHIBIT I
AGREEMENT AS TO LIABILITY, INDEMNITY AND INSURANCE

Exhibit I

DATE: _____

AGREEMENT AS TO LIABILITY, INDEMNITY AND INSURANCE

1. FOR VALUABLE CONSIDERATION, _____ (CONTRACTOR), hereinafter referred to as "CONTRACTOR", acknowledges that the work to be performed for construction of the underground Utilities, grading, roads in Minor Estates located in the Village of Mukwonago, hereinafter referred to as the Village, will be conducted in accordance with the Standard Specifications of the Village of Mukwonago, the Standard Specifications for Sewer and Water Construction in Wisconsin, project construction drawings and specifications as reviewed and approved by the Village Engineer: RUEKERT & MIELKE, INC. (R&M), and as approved by the Village and any other agencies having jurisdiction.

2. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- A. Claims under worker's compensation, disability benefits and other similar employee benefits acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employee;
- C. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than CONTRACTOR's employees;
- D. Claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;
- E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance so required by this paragraph 2 above to be purchased and maintained shall:

With respect to insurance required by paragraph 2.B through 2.E, inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) the Village and R/M, and include coverage for the respective officers and employees of all such additional insureds.

3. Indemnification. To the fullest extent permitted by Laws and Regulation, CONTRACTOR shall indemnify, defend and hold harmless the Village and R/M, R/M's Consultants and the officers, directors and employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including, but not limited to all fees and charges for engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work.

4. In any and all claims against the Village, or R/M or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under Worker's compensation acts, disability benefit acts or other employee benefit acts.

5. The indemnification obligations of CONTRACTOR under paragraph 3 shall not extend to that portion of liability of R/M and R/M's Consultants, officers, directors, employees or agents caused by the professional negligence, errors, or omissions of any of them.

6. CONTRACTOR further understands and agrees that the Village, its officers, agents, employees and R/M are not responsible for the CONTRACTOR's means and methods of construction and that the CONTRACTOR has the sole responsibility and liability for project safety.

Dated this _____ day of _____, 20__

Contractor

By: _____

President

By: _____

Secretary

3/30/21

EXHIBIT J
CONSULTING ENGINEER – ESTIMATED CONSTRUCTION RELATED COSTS

Village of Mukwonago
Minor's Estate Phase 4 - Phase 1 Construction/Phase 2 Utilities
Estimated Construction Related Costs

Updated: 3/4/2021

		Jerad Wegner E6	Peter Gesch E3	Mike Hallada	CRT	CRT Overtime	Erosion Control Inspections	GIS Analyst 2	GIS Analyst 4	Mileage	TOTAL COSTS
1	Erosion Control Inspections										
	Erosion Control Inspections and reporting		1			25			200		2,872
	This assumes any non-compliant items are remediated within 24 hours and no enforcement activities are needed as layed out in the Village Storm Water Ordinance.										-
2	Utility Installation - Phase 1										
	Sanitary Sewer Construction Review (14 days)		2	1	112				616		12,517
	Watermain Construction Review (16 days)		2	1	128				704		14,249
	Storm Sewer Construction Review (7 days)		2	1	56				308		6,452
											-
2	Utility Installation - Phase 2										
	Sanitary Sewer Construction Review (6 days)		1	1	48				264		5,458
	Watermain Construction Review (6 days)		1	1	48				264		5,458
	Storm Sewer Construction Review (4 days)		1	1	32				176		3,726
											-
3	Grading and Roadway Construction - Phase 1										
	Sub-grade (Assumed Proof Roll Only, 4 hrs)		COST	IS	INCLUDED	ABOVE					
	Base-course - Grading & Proof Roll (3 days)					6					756
	Structure Adjustments/fine grading (5 days)					10					1,260
	Curb & Gutter (4 days)					8					1,008
	Asphalt Binder (2 days)		1		16	4			88		2,364
	Aphalt Surface (2 days)		1		16	4			88		2,364
	Sidewalk (4 days)		1		32	8			176		4,601
											-
4	Punch-list inspections/ LOC Reductions										
	Punch-list inspections		6		16				136		2,524
	LOC reductions		8								1,016
	Final Acceptance of Utilities and Roadway	1	3								539
											-
5	Record Drawings/GIS Updates										
	Record Drawings				20						2,100
	GIS Mapping						10				1,360
	GIS Sewer Video Uploads							3			495
											-
Estimated Total Hours		1	30	6	524	40	25	10	3		639
Total Mileage										3020	\$ 1,812.00
Total Costs		\$ 158.00	\$3,810.00	\$ 798.00	\$ 55,020.00	\$5,040.00	\$2,625.00	\$1,360.00	\$ 495.00	\$1,812.00	\$ 71,118.00

** Estimate indicated above is for Construction of Phase 1 Only as well as Phase 2 Utilities - All other Phase 2 costs will be evaluated in subsequent years.

** Cost for Phase 1 Road Construction is assuming complete overlap of Phase 2 Utilities on every day that Phase 1 road construction takes place. If there are delays in road grading, C&G placement, proof rolling, etc. CRT overlap will not occur and extra days will produce additional costs from Engineer.

** Estimated based on 2021 rates. Rates may be higher in subsequent years.

** CRT working hours/day are based off Developer's provided schedule. Developer has indicated that utilities will be installed in 8 hour days only and other trades will work 10 hour days. Hours worked by contractors over 8 hours will be inspected and charged at a premium rate.

** In addition to inspection work, the above LOE is indicative of construction management and CRT scheduling hours as well as punch listing, letter of credit reductions, and record drawing/GIS mapping work as required in the Developer Agreement.

Gesch, Peter

From: Joe A Bukovich <jbukovich@pointre.com>
Sent: Friday, February 19, 2021 8:49 AM
To: Gesch, Peter
Cc: Wegner, Jerad
Subject: FW: EXTERNAL:RE: Minor's Estates Timeline

Good Morning Peter,

Please see DFT's timeline estimate for the various work activities in Minor's Estates. Please note that this is only for the Phase 1 work, except where noted, contemplated for this summer, there are a number of reasons not to include the phase 2 timeline. Also, I would add two proofrolls and surface course inspection for 2 days.

Please update the inspection estimate and if you have any questions, please let me know.

Thank you,
Joe

From: Kirk Dexheimer <Kirk@dftomasini.com>
Sent: Thursday, February 18, 2021 4:39 PM
To: Joe A Bukovich <jbukovich@pointre.com>
Subject: EXTERNAL:RE: Minor's Estates Timeline

Joe

For phase 1 only;

Erosion Control and Clear and grub – 8 days – Phase 1+2

Strip topsoil and grade site and sed basins and borrow for utilities – 52 days – Phase 1+2

Sanitary Sewer – 14 days – Phase 1

Water Main – 16 Days – Phase 1

Storm Sewer – 7 Days – Phase 1

Balance/Backfill grading and restore site – 20 days - Phase 1

Stone Base – 3 days – Phase 1

Curb – 4 days – Phase 1

Sidewalk – 4 days - Phase 1

Adjust and fine grade – 5 days – Phase 1

Binder course - 2 days – Phase 1

Total 135 days @ 8 hours/day for utilities and 10 hours/day for the other trades

If they were to move forward with phase 2 utilities it would add 16 days total

Kirk

3/30/21

EXHIBIT K
VILLAGE OF MUKWONAGO INSURANCE REQUIREMENTS

**HIPPENMEYER, REILLY, BLUM
SCHMITZER, FABIAN & ENGLISH, S.C.**

MARK G. BLUM
THOMAS G. SCHMITZER
LORI J. FABIAN
RONALD E. ENGLISH III

720 CLINTON STREET
P. O. BOX 766
WAUKESHA, WISCONSIN 53187-0766
TELEPHONE: (262) 549-8181
FACSIMILE: (262) 549-8191
www.hrblawfirm.com
E-MAIL: MGBLUM@HRBLAWFIRM.COM

RICHARD S. HIPPENMEYER
(1911-1979)

WILLIAM F. REILLY
(1932-2007)

May 7, 2019

Via Email (jbukovich@pointre.com) ONLY

Mr. Joseph Bukovich
Point Real Estate
13400 Bishops Lane, Suite 270
Brookfield, WI 53005

Re: Minors Estates

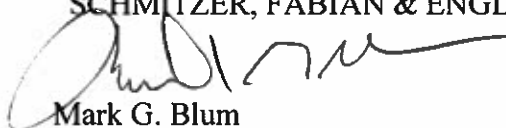
Dear Joe:

Enclosed is a copy of the Village of Mukwonago insurance requirements for your records.

Thank you for your attention to this matter.

Sincerely,

HIPPENMEYER, REILLY, BLUM,
SCHMITZER, FABIAN & ENGLISH, S.C.



Mark G. Blum
Village Attorney

MGB/rm
Enc.

Cc: Mr. John Weidl

Village of Mukwonago Liability Insurance Minimum Limits

- A. Commercial & General Liability** – Coverage at least as broad as the insurance services offices commercial general liability form, including coverage for products liability, completed operations, contractual liability and explosion, collapse and underground coverage and shall have the following limits in coverage.
1. Each occurrence limit – One Million Dollars (\$1,000,000).
 2. Personal and advertising insurance limit – One Million Dollars (\$1,000,000).
 3. General aggregate limit per project – Two Million Dollars (\$2,000,000).
 4. Products completed operations aggregate - Two Million Dollars (\$2,000,000).
 5. Fire damage limit, any one fire – Fifty Thousand Dollars (\$50,000).
 6. Medical expense limit per person – Five Thousand Dollars (\$5,000).
 7. Watercraft liability – One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.
 8. Products completed operations coverage must be carried for two (2) years after acceptance of the completed work.
- B. Automobile Liability** – Coverage at least as broad as the insurance services office business automobile form with limits of One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- C. Workers Compensation** – As required by the State of Wisconsin, an employer's liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements.
- D. Umbrella Liability** – Providing coverage at least as broad as the underlying commercial general liability, watercraft liability, if required, automobile liability and employer's liability with a minimum limit of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate and a maximum self insured retention of Ten Thousand Dollars (\$10,000).

E. Property Insurance Coverage

1. The property insurance amount must be at least equal to the bid amount plus or minus any change orders. It also must include the value of engineering or architect fees related to the property.
2. Covered property will include property on the project worksites, property in transit and property stored off the project work sites.
3. All coverage will be on a replacement cost basis.
4. The Village of Mukwonago, as well its consultants, architects, engineers, contractors and subcontractors will be added as named insureds to the policy.
5. Coverage must be written on a special perils or risk perils basis.
6. Coverage must include coverage for water damages including but not limited to, flood, surface water, hydrostatic pressure and earth movement.
7. Coverage must be included for testing and startup.
8. If exposure exists, coverage must include boiler and machinery coverage.
9. Coverage must include coverage for engineers and architects fees.
10. Coverage must include building ordinance or law coverage with a limit of at least Five percent (5%) of the contract amount.
11. Policy must allow partial utilization by the owner.
12. Coverage must include a waiver of subrogation against any named insureds or additional insureds.
13. Contractor will be responsible for all deductibles and co-insurance penalties.

F. Builder's Risk – Contractor shall be responsible for loss and coverage of these exposures. The Village of Mukwonago will not assume responsibility for loss, including loss of use for damage to property, materials, tools, equipment and items of a similar nature which being either used in the work being performed by the contractor or its

subcontractors or are to be built, installed or erected by the contractor or its subcontractors.

Note: The contractor will typically want the Village to obtain this coverage stating that it will only add to his price; however, having the contractor being responsible for this, will facilitate resolution of the situation if a claim is made.

- G. Bid Bond Requirements** - Contractor will provide to the owner a bid bond which will accompany the bid for the project. The bid bond shall be equal to five percent (5%) of the contract bid.
- H. Payment and Performance Bonds** – If awarded the contract, the contractor will provide to the owner a payment and a performance bond in the amount of the contract price, covering the faithful performance of the contract and payment of obligations arising there under as stipulated in the bidding requirements or specifically required in the contract documents on the date of the contract's execution.
- I. Acceptability of the Bonding Company** – The bid, payment and performance bonds shall be placed with a bonding company with an AM best rating of no less than A and a financial size category of no less than Class 6.
- J. Insurance Requirements for Subcontractors** – All subcontractors shall be required to obtain commercial general liability insurance, automobile liability, workers compensation and employers liability. This insurance shall be as broad and with the same limits as those required per the contractor's requirements, excluding umbrella liability contained in Section 1 above.
- K. Subcontractor's Coverage** – The following must be named as additional insureds on all liability policies for liability arising out of the project work: The Village of Mukwonago and its officers, council members, agents, employees and authorized volunteers. On the commercial general liability policy, the additional insured coverage must also include products – completed operations equivalent to ISO Form CG2037 for a minimum of two (2) years after acceptance of this work. This does not apply to workers compensation policies. Certificates of insurance acceptable to the Village of Mukwonago shall be submitted prior to commencement of the work to the applicable department. The Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed unless and until at least 30 days prior written notice has been given to the Village.

MINOR'S ESTATES

AMENDED AND RESTATED DEVELOPER'S AGREEMENT FOR SUBDIVISION IMPROVEMENTS IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE VILLAGE OF MUKWONAGO, WISCONSIN.

THIS AMENDED AND RESTATED AGREEMENT ("AGREEMENT"), is made and entered into this ____ day of _____, 20____, by and between Minor's Estates Investments LLC hereinafter referred to as the "**SUBDIVIDER**", and the Village of Mukwonago, hereinafter referred to as the "**MUNICIPALITY**", a municipal corporation located in Waukesha and Walworth Counties, in Wisconsin. This **AGREEMENT** amends and restates in its entirety that certain Minor's Estates – October 19, 2015 Developers Agreement For Subdivision Improvements in Accordance With the Subdivision Ordinance of the Village of Mukwonago, Wisconsin dated August 17, 2015 by and between Minor's Homestead 4, LLC ("**MINOR'S 4**") and the **MUNICIPALITY** recorded in the Waukesha County Register of Deeds as Document No. 4183549 on December 23, 2015 ("**ORIGINAL AGREEMENT**").

RECITALS

This **AGREEMENT** relates to the real estate, which is owned by the **SUBDIVIDER**, located within the **MUNICIPALITY** (hereafter **PROPERTY**) as described in the attached **EXHIBIT H**, and

The Minor's Estates final plat, attached hereto as **EXHIBIT H**, has been approved by the **MUNICIPALITY** and recorded in the Waukesha County Register of Deeds in Book 54, Pages 179-180, as Document No. 4183546 on December 23, 2015, and

SUBDIVIDER desires to develop the **PROPERTY** as a residential subdivision (hereafter **SUBDIVISION**), consisting of 46 lots (hereinafter individually "Lot"), in two phases and construct certain improvements within those phases (one phase will be identified as "Phase 1" and the other phase will be identified as "Phase 2") as shown on **EXHIBIT B**. The Phase 1 construction limits include Lots 20-46 ("Phase 1 Construction Limits") and the Phase 2 construction limits include Lots 1-19 ("Phase 2 Construction Limits"). This **AGREEMENT**, and

This **AGREEMENT** shall provide for the development of Phase 1 of the **SUBDIVISION** unless otherwise noted herein. An amendment to this **AGREEMENT** shall be approved by the **MUNICIPALITY** Board prior to commencing with any **IMPROVEMENTS** in Phase 2, and

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

The applicable provisions of the Municipal Subdivision Ordinance requires that provisions be made for the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and storm water runoff control and street improvements required to serve the **SUBDIVISION**, and

The purpose of this **AGREEMENT** is to protect the **MUNICIPALITY** from the cost of completing subdivision improvements itself and is not executed for the benefit of material men,

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laborers, or others providing work, services or material to the **SUBDIVISION** or for the benefit of lot buyers in the **SUBDIVISION**, and

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

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

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

The mutual promises, state law and the **MUNICIPALITY'S** Subdivision Ordinance authorize the covenants, and obligations contained in this **AGREEMENT**, and

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

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

The **PROPERTY** at the time it was Preliminarily Platted was zoned R-4, Planned Residential Development District, and this zoning classification requires the Planning Commission and Village Board to designate an underlying classification and the underlying classification is R-1, Single Family Community Residential District, and

This Zoning Classification has now been modified by a zoning code amendment but it is the intent of the **MUNICIPALITY** to allow the **SUBDIVISION** to develop under the prior zoning classification as shown on the approved Preliminary Subdivision Plat which is attached hereto and made part of this Agreement as **EXHIBIT G**, and

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

This **AGREEMENT** currently contains the following exhibits (subject to review and approval by the Village Engineer and Department Heads) and any subsequent exhibits provided for under the **AGREEMENT**, all of which are incorporated herein as if fully set forth:

- EXHIBIT A** Phase 1 Public Improvement Costs and Phase 2 Utility Construction Costs, List of Work and Responsibilities of Subdivider
- EXHIBIT B** Site Improvement Plans for Minor's Estates
- EXHIBIT C** Minor's Estates 2019 Construction Schedule for Phase 1
- EXHIBIT E** Approved Street Tree List
- EXHIBIT F** Street Tree Plan

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- EXHIBIT G** Preliminary Plat
- EXHIBIT H** Minor's Estates Final Plat
- EXHIBIT I** Agreement as to Liability, Indemnity and Insurance
- EXHIBIT J** Consulting Engineer – Estimated Construction Related Costs
- EXHIBIT K** Village of Mukwonago Insurance Requirements

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

ARTICLE I – GENERAL CONDITIONS

A. Improvements.

The **SUBDIVIDER** shall construct and install, at its own expense, those on-site and off-site subdivision improvements listed on **EXHIBIT A** and further detailed in **EXHIBIT B** attached hereto and incorporated herein by this reference ("the **IMPROVEMENTS**"). The **SUBDIVIDER'S** obligation to complete the **IMPROVEMENTS** in the **SUBDIVISION** (or those improvements required by this Agreement) will arise upon execution of this **AGREEMENT** by **SUBDIVIDER** and **MUNICIPALITY**, recording of this **AGREEMENT** in the Waukesha County Register of Deeds, will be independent of any obligations of the **MUNICIPALITY** contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots within the **SUBDIVISION**.

B. Contractors Engaged By Subdivider.

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

C. Municipal Approval of Starting Dates.

The **SUBDIVIDER** further agrees that no work shall be scheduled for the above-mentioned improvements without the **MUNICIPAL ENGINEER'S** approval of starting date and schedule, which shall be submitted by the **SUBDIVIDER** for approval by the **MUNICIPAL ENGINEER** a minimum of fourteen (14) calendar days before work is scheduled to begin. Said schedule shall be attached as Exhibit C and incorporated herein as if fully set forth. **MUNICIPAL ENGINEER'S** approval shall not be unreasonably withheld. No building permits, except for the early start permits provided for in Article I, Section P of the **AGREEMENT**, shall be issued until the **MUNICIPAL ENGINEER** has inspected and recommended for approval; the grading, sanitary sewer, water mains, storm sewer, curb and gutter and binder course of asphalt, to serve each individual site, are in place and

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constructed in accordance with all applicable requirements of this **AGREEMENT**. Subject to the approval by the Municipal Engineer, commencement of construction shall be at the discretion of the **SUBDIVIDER**.

D. Change Order to Work.

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

E. Acceptance of Work.

The **MUNICIPALITY** shall review the **IMPROVEMENTS** after all **IMPROVEMENTS** are completed and, if acceptable to the **MUNICIPAL ENGINEER**, accept such **IMPROVEMENTS** as being in compliance with the standards and specifications of the **MUNICIPALITY**. Such review and acceptance, if appropriate, will occur within 30 days of written notice from the **MUNICIPAL ENGINEER** that the **IMPROVEMENTS** are in compliance with the standards and specifications of the **MUNICIPALITY** and that all Developer Obligations under this Agreement have been met. At the option of the **MUNICIPALITY**, if the ground is frozen, the time for final inspection may be extended as necessary, for those **IMPROVEMENTS** which cannot be reasonably inspected when the ground is frozen, so that final inspection may take place in spring of the following year after vegetation has become established. Before obtaining acceptance of any such **IMPROVEMENT**, the **SUBDIVIDER** shall present to the **MUNICIPALITY** valid lien waivers from all persons providing materials or performing work on the **IMPROVEMENTS** for which approval is sought. Acceptance by the **MUNICIPALITY** does not constitute a waiver by the **MUNICIPALITY** of the right to draw funds under the letter of credit on account of defects in or failure of any **IMPROVEMENT** that is detected or which occurs following such acceptance and within the guaranty period. The **SUBDIVIDER** shall keep all sidewalks, curbs, driveway approaches and other similar improvements installed by **SUBDIVIDER** clean of ice, snow, dirt or other materials during the entire guarantee period so as to allow the **MUNICIPALITY** to observe the improvements.

The **SUBDIVIDER** further agrees that the dedication of rights-of-way **IMPROVEMENTS** and the required public **IMPROVEMENTS** will not be accepted by the **MUNICIPALITY** until they have been reviewed and recommended for approval by the **MUNICIPAL ENGINEER** and furthermore until all outstanding **MUNICIPALITY** incurred costs, including engineering and construction review charges indicated herein, have been paid in full and affidavits and lien waivers are received by the **MUNICIPALITY** indicating that the Contractors and his/her suppliers have been paid in full for all work and materials furnished under this **AGREEMENT**. The sanitary sewer and water main and the respective service laterals shall not be accepted until a complete breakdown of all construction, engineering and administrative costs incurred by the **SUBDIVIDER** are submitted to the **MUNICIPAL ENGINEER** and **MUNICIPAL CLERK**, respectively. (This is necessary to aid in determining the Sewer and Water Utility's plant value.) In addition, the water system installation shall not be accepted until the Subdivider's Contractor, with the **MUNICIPALITY's** inspector observing, flushes the main, obtains a two (2) consecutive safe bac-t bacteriologically safe samples 24 hours or more apart per state specifications after the system successfully passes a pressure test, at subdivider's cost. two

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need 2 safe bac + bacteriologically safe samples 24 hours apart per State Specifications and the system successfully passes a pressure test, all at SUBDIVIDER'S cost.

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

The **MUNICIPALITY** will provide timely notice to the **SUBDIVIDER** whenever observation reveals that an improvement does not conform to the **MUNICIPALITY'S** standards and specifications, or is otherwise defective. The **SUBDIVIDER** shall have 30 days from the issuance of such notice to correct the defect. However, the **SUBDIVIDER** shall not be in default hereunder if such party or its agents and contractors, if applicable, are prevented from performing any of its obligations hereunder due to a Force Majeure occurrence. As used herein, the term "Force Majeure" shall mean any war, insurrection, civil commotion, riots, acts of God or the elements, governmental action, strikes or lockouts, picketing (whether legal or illegal), inability of a party or its agents or contractors, as applicable, to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of the **SUBDIVIDER** or its agents or contractors, as applicable. The **MUNICIPALITY** shall not declare a default under this **AGREEMENT** during the 30 day correction period on account of any such defect unless it is clear the **SUBDIVIDER** does not intend to correct the defect or unless the **MUNICIPALITY** determines that immediate action is required in order to remedy a situation that poses an imminent health or safety threat.

SUBDIVIDER shall furnish **MUNICIPAL ENGINEER** with electronic and reproducible copies of all improvement plans. Electronic copies of all improvement plans shall be in the most current version of AutoCAD and in PDF, portable document format. The **MUNICIPAL ENGINEER** shall prepare "record drawings" of the improvements and update the **MUNICIPALITY's GIS System**, at **SUBDIVIDER'S** expense within 30 calendar days of binder course placement.

F. Time of Completion.

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

G. Indemnification and Insurance Required of Private Contractors.

The **SUBDIVIDER** hereby expressly agrees to indemnify and hold the **MUNICIPALITY** and its agents harmless from and against all claims, costs, including actual attorney fees, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this **AGREEMENT**. The **SUBDIVIDER** further agrees to aid and defend the **MUNICIPALITY** or its agents (at no cost to the **MUNICIPALITY** or its agents) in the event they are named as a defendant in an action concerning the performance of work pursuant to this **AGREEMENT** except where such suit is brought by the **SUBDIVIDER**. The **SUBDIVIDER** is not an agent or employee of the **MUNICIPALITY**. The **SUBDIVIDER** shall require all Contractors and subcontractors engaged in the construction of this project to comply with these requirements pertaining to damage claims, indemnification of the **MUNICIPALITY**, and provide insurance coverage's that are established by the **MUNICIPALITY**, which are attached hereto as **Exhibit K**. The **SUBDIVIDER** shall also require Contractors engaged in the construction

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of this project to maintain a current Endorsement to their Insurance Policy, naming the **MUNICIPALITY** as an additional insured on a primary and noncontributory basis, in the form of a policy endorsement acceptable to the **MUNICIPAL ATTORNEY**, on file with the **MUNICIPAL ENGINEER** and to provide evidence of such coverage and the evidence of the commitment to indemnify to the municipality. Said policy shall also indicate that in the event of material modification or termination, the **MUNICIPALITY** shall receive not less than thirty days advanced notice of said action.

In addition to the above, each Contractor and Subcontractor engaged in the construction of this project must complete and return the Agreement as to Liability, Indemnity and Insurance, attached hereto as **Exhibit I**, to the **MUNICIPAL ENGINEER**.

H. Guarantee of Work.

The **SUBDIVIDER** agrees to guarantee and warrant the **IMPROVEMENTS** against defects in workmanship and materials for a period of one (1) year from the date of final acceptance by the **MUNICIPALITY VILLAGE BOARD** (the **Guarantee Period**). During the **Guarantee Period** a Letter of Credit in the amount of 10% of the original estimated cost of all public improvements provided for hereunder shall remain in force for the full length of the one (1) year **Guarantee Period**. Notwithstanding the foregoing, the **Guarantee Period** for Street Trees shall be eighteen (18) months from the date an occupancy permit was granted for each home on a Lot.

I. Compliance with Agreement.

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

1. Grading, Erosion Control and Barricades:

a. The **SUBDIVIDER** shall furnish, install, and maintain during construction and until the **IMPROVEMENTS** are accepted by the **MUNICIPALITY**, all barricades and signs as required by the Manual of Uniform Traffic Control Devices (MUTCD) at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished, and installed so as to conform to the Manual of Uniform Traffic Control Devices.

b. The **SUBDIVIDER** shall obtain the approval of the **MUNICIPAL ENGINEER** for erosion and runoff control measures as required by the Municipal Ordinances prior to grading, utility installation or any other land disturbance activity. The **SUBDIVIDER** shall adhere to conditions of the approval and grants the right-of-entry on the **SUBDIVISION** to designated personnel of the **MUNICIPALITY** to inspect and monitor compliance with this requirement.

c. The **SUBDIVIDER** shall grade the swale located in Outlot 14 of Minor's Homestead Addition 3 in accordance with the plans and specifications approved by the **MUNICIPAL ENGINEER**.

d. In order to facilitate grading and filling of Phase 1 roads and lots and to borrow material for Phase 1 utility backfill, grading will occur on lands located in the Phase 2 Construction Limits which will be graded and subject to this Article I, Section I(1).

d.e. Prior to issuance of building permits, SUBDIVIDER shall produce and certify an as-built grading plan showing that all side yard swales and lot grades have been appropriately constructed in accordance with the approved plans. Heirs, successors, and assigns of the SUBDIVIDER shall not alter the grades of the approved plans as noted in the

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as-built grading plan without the approval of the MUNICIPALITY and MUNICIPAL ENGINEER

2. Sanitary Sewer Facilities and Laterals:

- a. The **SUBDIVIDER** shall install sanitary sewer mains and laterals (to 10 feet outside of the right of way) to serve all Lots within the **SUBDIVISION** in accordance with the approved utility plans. In addition to any other approvals required by this **AGREEMENT**, until such time that all necessary approvals of plans have been obtained from the **MUNICIPAL ENGINEER** and the State of Wisconsin Department of Natural Resources, no installation of underground utilities shall commence.
- b. As required by the **MUNICIPAL ENGINEER**, the approved sanitary sewer plans shall include provisions to serve future subdivisions.
- c. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the sanitary sewer system, including location and elevation of laterals at the lot lines, prior to **MUNICIPALITY'S** acceptance of dedication.
- d. All materials used shall conform to the Standard Specifications for Sewer Main Construction of the **MUNICIPALITY**.
- d.e. All sanitary sewer main and laterals located within the Phase 1 Construction Limits and Phase 2 Construction Limits will be constructed as part of the Phase 1 improvements.

3. Water Mains and Service Pipes:

- a. The **SUBDIVIDER** shall install water mains, including pipe, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all Lots within the **SUBDIVISION** as required by the plans, specifications, and requirements of the Water Utility and as approved by the State of Wisconsin Department of Natural Resources. All water service laterals two (2) inches in diameter and smaller shall be completed with a curb stop and box. All other water service laterals shall be capped and buttressed 10 feet beyond the right of way line with a control valve/with road box anchored to the main.
- b. All materials used shall conform to the **MUNICIPALITY'S** Standard Specifications.
- c. Fire hydrants shall be installed throughout the **SUBDIVISION** and in all cul-de-sacs at **SUBDIVIDER'S** expense. Fire hydrants shall not be installed or permitted within ten feet of driveway approaches, light poles or over laterals (sewer or water). No building permits shall be issued until the **MUNICIPAL ENGINEER** has determined that adequate fire hydrants are available.
- d. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible electronic AutoCAD (most recent version) and PDF approved plans of the water system, including location and elevation of laterals at the lot lines, prior to the **MUNICIPALITY'S** acceptance of dedication.
- e. No water or sewer lateral shall be placed closer than ten (10) feet from driveway aprons or driveways. This restriction shall be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- f. No phone, electronic or gas utilities shall be permitted within the drainage easements, unless the utility crosses the drainage at ninety degree angles. This restriction to be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- g. The water mains which are planned to be looped in Brockway Drive and Medina Pinehurst Drive must be 12" mains in accordance with the approved Site

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Improvement Plans. The incremental costs for pipe sizes and fittings greater than 8" in diameter will be borne by the MUNICIPALITY and either credited or reimbursed to the Subdivider. The increment shall be based solely on the retail pipe and fitting prices of National Waterworks.

g-h. All water mains and service pipes located within the Phase 1 Construction Limits and Phase 2 Construction Limits will be constructed as part of the Phase 1 Improvements.

4. **Streets:**

- a. Leads and pavement on all streets within the **SUBDIVISION** shall be constructed to the established current standards and/or specifications of the **MUNICIPALITY**.
- b. Sidewalks shall be installed throughout the **SUBDIVISION** on both sides of the street prior to the issuance of building permits. Sidewalks shall be constructed to current standards and/or specifications of the MUNICIPALITY.
- c. Backfilling of trenches and excavations associated with the construction shall be done as follows: All trenches and excavations in the surface section of existing or proposed streets, driveways, parking areas, sidewalks, and street shoulders or within 5 feet of the edge of such surfaces or shoulders shall be backfilled with granular backfill, consisting of imported stone, material generated from excavation on the Property or a blend of imported stone and excavated material, as specified in the standard specifications and approved by the **MUNICIPAL ENGINEER**. All granular backfill shall be consolidated by thoroughly flushing the trenches and excavations or by methods approved by the **MUNICIPAL ENGINEER**. All other trenches and excavations may be backfilled with spoil material subject to the **MUNICIPAL ENGINEER'S** approval.
- d. The final lift of asphalt on the publicly dedicated streets shall be installed not less than three (3) winter seasons after the installation of the binder course, of asphalt; or upon the issuance of occupancy permits for residences on 80% of the Lots in Phase 1 (22 lots), whichever is the earlier date. However, the final lift of asphalt shall not be installed later than September 15, 2022. **SUBDIVIDER** shall notify the **MUNICIPAL ENGINEER**, in writing, of the dates of installation of the binder course and the final lift. The **MUNICIPAL ENGINEER** shall approve of installation of the binder course and the final lift.
 - a. The **MUNICIPALITY** will perform normal snow and ice removal work on platted public streets after the binder course of asphalt has been installed contingent upon **SUBDIVIDER**, at **SUBDIVIDER'S** expense, completing the wedge binder along curb flange, setting the manholes and valve boxes to binder elevation per **MUNICIPALITY** standard specifications. No mounding shall be used. Prior to installation of the final lift of asphalt, all damage to the curbs, gutters and other improvements shall be repaired by the **SUBDIVIDER**. Upon placement of the final coat of asphalt, rings shall be installed for the manholes and valve boxes to bring them up to grade per **MUNICIPALITY** standard specifications.
- e. The **SUBDIVIDER** shall lay #2 stone at the initial 200 feet of road at each unpaved road entrance to the **SUBDIVISION** to assist in the removal of excessive mud and debris prior to construction vehicles' egress from the Property. In the event that the laying of this stone at the exits does not accomplish the removal of excessive mud and debris, then it is specifically understood and agreed to by **SUBDIVIDER** that **SUBDIVIDER** shall be responsible, at **SUBDIVIDER'S** expense, for cleaning mud and debris from the road, and the **MUNICIPALITY** may prevent ingress and

egress, except as necessary to bring the road to binder condition. The **SUBDIVIDER** shall have ultimate responsibility for cleaning up any and all mud, dirt, stone or debris on the streets until the **MUNICIPALITY** has granted final acceptance. After final acceptance, the **MUNICIPALITY** shall make a reasonable effort to require the contractor who is responsible for placing the mud, dirt, stone or debris on the street to clean up the same or to hold the subject property owner who hired the contractor responsible. The **SUBDIVIDER** and/or subject property owner shall clean up the streets within twenty-four (24) hours after receiving notice from the **MUNICIPALITY**. If said mud, dirt, stone or debris are not cleaned up after notification, the **MUNICIPALITY** may do so at the **SUBDIVIDER'S** and/or subject property owner's expense, at the option of the **MUNICIPALITY**. The **MUNICIPALITY** shall withhold the occupancy permit for any lot that, as a result of construction, creates street hazards requiring cleaning. Occupancy permits shall be withheld until the street is cleaned to the satisfaction of the **MUNICIPALITY**. The **MUNICIPALITY** shall have the additional right to prevent access to streets requiring cleaning until such cleaning is complete.

- f. Only one (1) driveway apron shall be permitted per residence. In the event more than one driveway apron is constructed for a lot and/or residence, then all but one apron shall be removed prior to the granting of an occupancy permit. This restriction to be placed upon all construction drawings and in the **SUBDIVISION** restrictions.
- g. Due to traffic safety concerns certain driveway aprons are to be located in specific locations as shown on **EXHIBIT H** on file with the **MUNICIPALITY**.

5. **Storm Water Management Structures:**

- a. The **SUBDIVIDER** shall install all storm water management facilities including related public and private storm sewers required by **MUNICIPALITY** Ordinance and the plans and specifications approved by the **MUNICIPAL ENGINEER**. The **SUBDIVIDER** shall furnish the **MUNICIPALITY** with reproducible AutoCad (current edition) and PDF portable document format approved plans of the storm water management system prior to **MUNICIPALITY'S** acceptance of dedication of the public storm water management facilities located within the road right-of-way.
- b. The **SUBDIVIDER** shall be responsible for the maintenance of all required storm water facilities located inside the **SUBDIVISION** prior to acceptance of the storm sewer facilities by the **MUNICIPALITY**. After such acceptance of the storm sewer facilities the **SUBDIVIDER** shall remain responsible for the maintenance responsibilities to the Minor's Homestead West Homeowners Association, Inc. Maintenance shall include the responsibility of cleaning of storm water facilities of construction debris to assure that they perform adequately. **Minor's 4** has obtained and entered into a Storm Water Easement with the Minor's Homestead West Homeowners Association, Inc. by instrument recorded in the Waukesha County Register of Deeds on December 23, 2015, as Document No. 4183547 and a Storm Water Maintenance Agreement with the **MUNICIPALITY** by instrument recorded on December 23, 2015, as Document No. 4183550 relating to the storm water facility maintenance requirements and sharing of costs for the maintenance of the existing storm water drainage pond and facilities located in Outlots 11 and 14 of Minor's Homestead Addition No. 3.
- c. All underground services shall be constructed according to **MUNICIPAL** specifications and/or as reasonably required by Department Heads and Village Engineers.

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- d. Interim inlets set to the top of binder grade shall be required only at the low point of sag curves or at the first set of inlets upstream of the connection to an existing paved road.
- e. After the **SUBDIVIDER** has completed the installation of the storm sewer and/or sanitary sewer, the **SUBDIVIDER** shall televise the storm sewer and the sanitary sewer lines upon completion and prior to acceptance of the improvements and **SUBDIVIDER** shall cause the lines to be cleaned if determined to be necessary by the **MUNICIPALITY**. The **SUBDIVIDER** shall cause the lines to be televised with the approval of the Village Engineer and shall provide the tape or a copy of the tape to the **MUNICIPAL ENGINEER** for the purpose of determining whether any lines need to be cleaned.
- e.f. All public and private storm sewers located within the Phase 1 Construction Limits and Phase 2 Construction Limits will be constructed as part of the Phase 1 Improvements.

6. Other Improvements Required:

- a. Where standards and/or specifications have not been established or referenced by the **MUNICIPALITY**, all work shall be made in accordance with established engineering and construction practices as designated and approved by the **MUNICIPAL ENGINEER**.
- b. The **SUBDIVIDER** shall landscape all right-of-way and public land with topsoil, seed and mulch per **MUNICIPALITY** standard specifications.
- c. Streetlights shall be installed at each intersection and above each fire hydrant. Streetlights are to be decorative but down lighting. The We-Energies street lighting plan shall be provided to **MUNICIPALITY** for approval prior to installation of the streetlights. The **SUBDIVIDER** shall install Night Aura LED coach light fixture and smooth black fiberglass pole. **SUBDIVIDER** agrees to order and pay for all costs related to the installation of streetlights under "Option B" offered by We Energies. This option requires payment in full prior to installation. The **MUNICIPALITY** shall be responsible for the electric charges after acceptance of the **IMPROVEMENTS**. We-Energies shall install all streetlights. Provided that the **SUBDIVIDER** has delivered all required letters of credit to the **MUNICIPALITY**, building permits may be issued prior to the installation of streetlights.
- d. **SUBDIVIDER** agrees to pay for all costs related to the purchase and installation of all street and traffic signs and traffic pavement markings. The **MUNICIPALITY** shall order and install all street and traffic signs and traffic pavement markings. The **MUNICIPALITY** shall initially install all signs and **SUBDIVIDER** shall be responsible for any necessary reinstallations until acceptance of the streets.
- e. The **SUBDIVIDER** shall cause a minimum of one tree to be planted every fifty feet, between the street and the sidewalk within 6 months after the issuance of an occupancy permit for each Lot or at an earlier time as determined at the sole discretion of the **SUBDIVIDER**. The **SUBDIVIDER** shall maintain the trees for three full years. The trees to be planted in the street yard shall be the type and size as set forth in the **MUNICIPALITY** Approved Street Tree List attached hereto as **EXHIBIT E** and as generally shown on the Street Tree Plan as set forth in attached **EXHIBIT F**. All trees planted under this section shall be two and one half inch diameter at the height of 48 inches off the ground. If the proposed street trees species as noted on the Street Tree Plan set forth in Exhibit E are unavailable due to low inventory or lack of supply, the **DEVELOPER** may request a substitution of said species on a case by case basis subject to approval by the Director of Public

Works and the Community Planner. If a substitution of species is made, a revised Planting Plan shall be required. Street trees shall be planted no closer than:

- a. Twenty-five feet from an intersection of two streets measure on the property line.
- b. Twenty feet from a signal or power pole.
- c. Ten feet from a driveway approach.
- d. Fifteen feet from a fire hydrant.
- e. Ten feet from gas, water valves, sewer lateral and water lateral.
- ~~e.f. 5 feet to any driveway, sidewalk, ramp and at least 5 feet from any fire hydrant and 5 feet from any storm water inlet. The SUBDIVIDER shall maintain the trees for three full years. The trees to be planted in the street yard shall be the type and size as set forth in the MUNICIPALITY Approved Street Tree List attached hereto as EXHIBIT E and as generally shown on the Street Tree Plan as set forth in attached EXHIBIT F. All trees planted under this section shall be two and one half inch diameter at the height of 48 inches off the ground.~~
- f.g. The SUBDIVIDER shall lawfully dispose of any outbuildings or construction debris, remove all destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish in a timely manner.
- h. The SUBDIVIDER shall be responsible for the control of all weeds, grass and underbrush on each Lot until the sale of each Lot by SUBDIVIDER. All subsequent owners of any lot(s) shall be responsible for weed control.
- g.i. In the event the DEVELOPER or Property Owner desires to vary the location of the driveway from what is noted in the Exhibits to this AGREEMENT, the party seeking the modification must obtain the consent of the DEVELOPER, the Village Director of Public Works and the Village Community Planner. The DEVELOPER acknowledges that such a request may be denied because of grading, utilities, storm water or other factors and that the Builder/Property Owner shall be advised of this limitation prior to the sale of Lots.
- h.j. Pursuant to MUNICIPAL Specifications, driveway aprons are public improvement as they are located within the right of way. The SUBDIVIDER'S Letter of Credit will not be released in full until the driveway openings/aprons, constructed as part of the IMPROVEMENTS subject to this AGREEMENT, have been completed.

J. SUBDIVIDER to Reimburse the MUNICIPALITY for Costs Sustained.

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

- a. The cost of MUNICIPAL employees' time engaged in any way with the required public IMPROVEMENTS based on the hourly rate paid to the employee multiplied by a factor determined by the MUNICIPALITY representing the MUNICIPALITY'S cost for expenses, benefits, insurance, sick leave, holidays, overtime, vacation, and similar benefits.
- b. The cost of MUNICIPALITY equipment employed.
- c. The cost of mileage reimbursed to MUNICIPAL employees, which is attributed to the land division.
- d. The actual costs of MUNICIPAL materials incorporated into the work including transportation costs plus a restocking and/or handling fee not to exceed 5% of the cost of the materials.

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- e. The costs incurred by the **MUNICIPALITY** in connection with the cost for review and approval of legal documents including deed restrictions.
- f. All consultant fees paid by the **MUNICIPALITY**, including planning, legal and engineering, associated with this **AGREEMENT** and the **IMPROVEMENTS** shall be reimbursed by **SUBDIVIDER** at the invoiced amount plus a one percent (1%) administrative fee. The consultant engineering fees for the construction review have been estimated by the consultant to cost ~~\$69,869.80~~ \$71,118.00 based on the estimated contractor schedule as shown in the Estimated Construction Related Costs worksheet attached hereto as **EXHIBIT J**. Notwithstanding the foregoing, these fees are solely for Phase I construction and Phase 2 utility construction only. Upon the DEVELOPER proceeding with the remainder of Phase 2 construction, additional consultant fees will be estimated based on a developer-provided schedule for the remainder of the construction of Phase II, which amount shall be agreed upon prior to the remainder of Phase 2 construction commencing. Any deviations to the contractor's schedule to a lesser or greater extent shall impact the cost of construction review accordingly.

K. Surety.

- a. Prior to commencing work on the **IMPROVEMENTS**, the **SUBDIVIDER** agrees to furnish the **MUNICIPALITY** with surety in the form of irrevocable letters of credit, or other such form as deemed acceptable by the **MUNICIPALITY** in the minimum amount of 120% of estimated costs to secure performance of this **AGREEMENT** in accordance with the **MUNICIPALITY'S** Land Division Ordinance. A letter of credit shall remain in full force and effect until completion of the Guaranty-Guarantee Period, as defined in Article I Paragraph H of this **AGREEMENT**.
- b. As work progresses on installation of **IMPROVEMENTS** constructed as part of the **AGREEMENT**, the **MUNICIPAL ENGINEER**, upon written request from the **SUBDIVIDER** from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, greenway or other **IMPROVEMENTS**) are completed by the **SUBDIVIDER**, and the **MUNICIPAL ENGINEER** recommends a reduction in the surety, the **MUNICIPAL** Board in authorized, upon submission of lien waivers by the **SUBDIVIDER'S** contractors, to reduce the amount of surety. This partial reduction in the surety does not constitute "acceptance" of the **IMPROVEMENTS**.
- c. Upon acceptance by the **MUNICIPAL BOARD** of the **IMPROVEMENTS** constructed as part of this **AGREEMENT**, the **MUNICIPALITY** agrees to reduce the surety to the amount set forth in Article I Paragraph H of this Agreement to secure performance of the guarantee during the guarantee period described in this **AGREEMENT**, subject to the approval of the **MUNICIPAL ENGINEER**.

L. SUBDIVIDER'S Designated Project Manager.

The **SUBDIVIDER** hereby appoints Joe Bukovich as the Project Manager, said individual shall act as the **SUBDIVIDER'S** representative during the construction phase of the installation of these **IMPROVEMENTS**. The Project Manager shall be available during construction hours on the job site or available by telephone. During non-construction hours, the Project Manager shall be available for emergency situations at the following telephone number: cell phone (262) 424-5997 or office phone (262) 938-4423. The mailing address of **SUBDIVIDER** for this construction project shall be as follows: Mr. Joe Bukovich, c/o Point Real Estate, 19000 W. Bluemound Road, Brookfield, WI 53045. In the event that the project manager is replaced, then the **SUBDIVIDER** shall notify the Village Zoning Administrator, Village Clerk and Village Engineer in writing within 3 business days of the replacement.

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M. Engineer of Record.

The **MUNICIPALITY** hereby appoints Jerad Wegner of Ruekert and Mielke as the Engineer for the project. His telephone number is (262) 542-5733 and his mailing address is: Ruekert & Mielke, W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin 53188-1020

ARTICLE II – SUPPLEMENTAL GENERAL CONDITIONS

A. No Vested Rights Granted.

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

B. No Further Lot Division.

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

C. No Waiver.

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

D. Amendment/Modification.

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

E. Default.

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

F. Right to Cure.

Upon any default by **SUBDIVIDER** of this **AGREEMENT** and as a condition precedent prior to the **MUNICIPALITY** exercising any of its rights and remedies available pursuant to this **AGREEMENT** for such default, the **MUNICIPALITY** shall give the **SUBDIVIDER** written notice of the default and the **SUBDIVIDER** shall then have 15 days to cure such default. After the **MUNICIPALITY** has given 15 days' written notice to the **SUBDIVIDER** of the default, but only if the default has not been cured to the reasonable satisfaction of the **MUNICIPALITY** within said 15 days, or if the default cannot reasonably be cured in the determination of the **MUNICIPALITY** within 15 days and **SUBDIVIDER** does not provide assurances satisfactory to the **MUNICIPALITY** that the default will be cured as soon as possible, **SUBDIVIDER** shall be deemed in default of this **AGREEMENT** and the

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MUNICIPALITY shall be entitled to exercise any and all of its rights and remedies as set forth in this AGREEMENT. SUBDIVIDER and the MUNICIPALITY acknowledge and agree that this 15 day right to cure set forth herein shall not apply when the MUNICIPALITY deems the default to adversely affect public health, safety or welfare or the preservation of private property.

F. Entire Agreement.

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

G. Time.

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

H. Severability.

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

I. Benefits.

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

J. Immunity.

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

K. Notice.

Any notice required or permitted by this **AGREEMENT** shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to **SUBDIVIDER**

Minor's Estates Investments LLC
Mr. Wolf Korndorfer, Managing Member
7900 Durand Avenue, Building 10
Sturtevant, WI 53177

4/1/213/24/21

and

Mr. Mike Kaerek, Managing Member
11600 W. Lincoln Avenue
West Allis, WI 53227

If to MUNICIPALITY **VILLAGE OF MUKWONAGO**
Diana Dykstra, Village Clerk
440 River Crest Court
Mukwonago, WI 53149

WITH COPIES TO **Attorney Mark G. Blum**
720 Clinton Street
Waukesha, WI 53186
AND
Mr. Jerad Wegner, P.E.
Ruekert & Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

L. Recordation.

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

M. Personal Jurisdiction and Venue.

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

N. Water Impact Fees.

As required in the **MUNICIPAL** Ordinances, Lot Owners shall pay all sewer, water and park impact fees for their lot to the Village, prior to the Village issuing a building permit for the Lot.

O. Building Permits.

No building permits, except those identified in Section P below, shall be issued until:

1. The sanitary sewer, water main, storm sewer and laterals have been installed per the approved construction plans and have passed all tests.
2. The curb and gutter, binder course of asphalt and sidewalks have been installed.

P. Early Start Permits.

Notwithstanding anything contained in this **AGREEMENT** to the contrary, up to ten (10) early issue building permits to facilitate model home or spec home construction will be allowed by the **MUNICIPALITY** in the **SUBDIVISION** upon meeting the requirements of Article I Section O(1) above. All such homes shall be initially planned for model home or spec home use.

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Building permits for such model or spec homes may be issued prior to the installation of the natural gas and electric service, provided, however, the model homes and/or spec homes may not be occupied for residential living purposes until the **SUBDIVIDER** has installed all such utility services, and until the **SUBDIVIDER** has installed, the **MUNICIPALITY** has accepted, all necessary public improvements, except the final lift of asphalt on the roads. The **SUBDIVIDER** shall install and maintain a 20 foot wide gravel emergency access route to each home constructed prior to completion of the binder course of asphalt.

Q. Effective Date.

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

The balance of this page left intentionally blank

(Signature Pages To Follow)

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The **SUBDIVIDER** is aware that as each Lot within the subdivision applies for building permits, additional impact fees will be imposed on the Lot Owner prior to the issuance of the building permit.

The extension of the sewer and water mains to the site shall be at the expense of and the responsibility of the **SUBDIVIDER**. The **SUBDIVIDER** agrees and understands that the **MUNICIPALITY** will require that the sewer be designed and constructed so as to gravity flow to the sewerage treatment plant and that pumping stations will not be permitted.

SIGNED THIS _____ DAY OF _____, 20__

VILLAGE OF MUKWONAGO)
WAUKESHA AND WALWORTH) ss.
COUNTIES, WISCONSIN)

By: _____
Fred Winchowky, Village President

Attest: _____
Diana Dykstra, Village Clerk

ACKNOWLEDGEMENT)
STATE OF WISCONSIN) ss.
COUNTY OF WAUKESHA)

Personally came before me this _____ day of _____, 20__, the above-named Fred Winchowky, Village of Mukwonago President, and Diana Dykstra, Village of Mukwonago Clerk, to me known to be the persons and officers who executed for foregoing instrument and acknowledged that they executed the same as such officers off the VILLAGE OF MUKWONAGO.

Signed _____
Name _____ Notary Public, State of Wisconsin
My Commission expires _____

| [4/1/213/24/21](#)

Minor's Estates Investments LLC

By _____
Wolfgang Korndoerfer, its managing member

By _____
Michael J. Kaerek, its managing member

STATE OF _____)
)SS
_____ COUNTY)

Personally came before me this _____ day of _____, 20__, the above named Wolfgang Korndoerfer, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public

My commission expires _____

STATE OF _____)
)SS
_____ COUNTY)

Personally came before me this _____ day of _____, 20__, the above named Michael J. Kaerek, to me know to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public

My commission expires _____

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Exhibit A
PHASE 1 PUBLIC IMPROVEMENT COSTS, LIST OF WORK
AND RESPONSIBILITIES OF SUBDIVIDER

| [4/1/213/24/21](#)

EXHIBIT B
SITE IMPROVEMENT PLANS FOR MINOR'S ESTATES

| [4/1/213/24/21](#)

EXHIBIT C

MINOR'S ESTATES 2019 CONSTRUCTION SCHEDULE FOR PHASE 1

- 6/15 – 6/19 Install erosion control and construct sediment basins
- 6/22 – 8/21 Strip topsoil and rough grade roads and lots.
- 7/13 – 9/4 Sanitary sewer, watermain and storm sewer construction
- 9/15 – 11/3 Road base, curb & gutter, binder pavement and sidewalk construction
- 9/29 – 10/23 Private utility and street light installation
- 10/26 – 11/6 Finish grading and final site restoration

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EXHIBIT E
APPROVED STREET TREE LIST

| [4/1/213/24/21](#)

EXHIBIT F
STREET TREE PLAN

| [4/1/213/24/21](#)

EXHIBIT G
PRELIMINARY PLAT

| [4/1/213/24/21](#)

EXHIBIT H
MINOR'S ESTATES FINAL PLAT

| [4/1/213/24/21](#)

EXHIBIT I
AGREEMENT AS TO LIABILITY, INDEMNITY AND INSURANCE

| [4/1/213/24/21](#)

EXHIBIT J

CONSULTING ENGINEER – ESTIMATED CONSTRUCTION RELATED COSTS

| [4/1/213/24/21](#)

EXHIBIT K
VILLAGE OF MUKWONAGO INSURANCE REQUIREMENTS



Committee of the Whole

April 7, 2021 at 5:30pm

Mukwonago, WI

Release of Stormwater Easement Documents

Minor's Estate – Phase 4

Parcel Number: MUKV1978-082 THROUGH MUKV1978 -108

Case Summary

Parcel Data

Proposal:	Stormwater Easement Release – Minor's Estate – Phase 4
Applicant:	Joseph A. Bukovich, P.E., Vice President, Point Real Estate
Request:	Stormwater Easement Release –
Staff Recommendation:	
Engineering	Approve
Public Works	Approve

Parcel Characteristics / Conditions

Acreage:	+/- 4,520 acres
Current Use:	Vacant Residential
Proposed Use:	27 Single Family Lots
Reason for Request:	Development Agreement
Land Use Classification:	Medium Lot Single Family 1 – 25,000 SF
Zoning Classification:	R-1 Single Family Community Residential / PUD
Census Tract:	2039.01

Staff Review

Through the most recent planning of this phase regarding stormwater easements the Village Engineers have determined that the more appropriate location for the stormwater is to flow towards the street with water being caught within the storm drains and then to the pond, rather than the original concept of having the stormwater go into the easement and flow through the back yards. Engineering has reviewed the plans and documents and supports the proposed release of the easements. See attached letter.

Recommendation

1. Staff recommends approval of the resolution in association with the attached development agreement and attached exhibits.

Attachments

1. Resolution. 2. Release of Easements. 3. Recording cover sheet. 4. Affidavit of correction. 5. Map

March 31, 2021

Mr. John Fellows, Assoc. AIA, CPM, AICP
Community Planner
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: Minor's Estates Phase 4
Easement Release

Dear Mr. Fellows:

We've reviewed the request for release of the drainage easement located along the northern boundary line of Lot 1 through Lot 9 and the drainage and landscape easement along the western boundary line of Lot 33 through Lot 46. The request for release of the drainage easements is based on the redesign of the grading plan to direct storm water runoff through side yard swales to the roadway, rather than have the storm water runoff drain along a rear yard swale through these drainage easements. The request for release of the landscape easement is based on there being sufficient vegetative cover and trees along CTH "I", that no additional landscaping would be needed.

We have reviewed the revised grading plan and the existing landscape and are in concurrence with the request. The Developer has successfully redirected storm water runoff flows and the vegetation appears to be sufficient along CTH "I". We, therefore, recommend that the Village move forward with the release of the drainage and landscape easements as described in the proposed resolution.

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.



Peter W. Gesch, E.I.T.
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg

cc: Diana Dykstra, Village of Mukwonago
Fred Winchowky, Village of Mukwonago
Mark G. Blum, Village of Mukwonago
Bob Harley, Village of Mukwonago
Dave Brown, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Diana Doherty, Village of Mukwonago
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

RESOLUTION NO. _____

RESOLUTION VACATING AND RELEASING
DRAINAGE EASEMENTS AND LANDSCAPE EASEMENT
SET FORTH ON THE PLAT OF MINOR'S ESTATES RECORDED
DECEMBER 23, 2015 AS DOCUMENT NO. 4183546

WHEREAS, the final plat for Minor's Estates was approved by the Village of Mukwonago and was recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 23, 2015 as Document No. 4183546 (the "Plat");

WHEREAS, the Plat reserved a 35' wide drainage easement along the northern boundary line of Lot 1 through Lot 9 (the "Drainage Easement"), as set forth on the Plat;

WHEREAS, the Plat reserved a 20' to 40' variable width drainage and landscape easement along the western boundary line of Lot 33 through Lot 46 (the "Drainage and Landscape Easement"), as set forth on the Plat;

WHEREAS, the Drainage Easement and the Drainage and Landscape Easement were reserved for the public benefit pursuant to Wis. Stat. §236.293;

WHEREAS, the Village of Mukwonago has concluded that, as a result of redesigned grading of the real property, and the existing trees and landscaping along County Highway I, the Drainage Easement and the Drainage and Landscape Easement are no longer necessary;

WHEREAS, the release of the Drainage Easement and the Drainage and Landscape Easement pursuant to Wis. Stat. §236.293 serves a public purpose and is in the public interest as the conditions giving rise to the Drainage Easement and the Drainage and Landscape Easement have been eliminated, and furthermore, the single family residential lots as shown on the Plat will benefit from increased marketability and resale;

WHEREAS, on _____, ____, 2021, the Village of Mukwonago Village Board recommended the Drainage Easement and the Drainage and Landscape Easement be terminated, vacated, and released;

WHEREAS, Wis. Stat. §236.295 allows for the modification of a recorded plat by the recording of an Affidavit of Correction with the county Register of Deeds;

WHEREAS, an Affidavit of Correction to the Plat (the "Affidavit of Correction"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference, has been submitted to the Village pursuant to the provisions of Wis. Stat. §236.295;

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village of Mukwonago, Wisconsin, as follows:

Section 1. Approval of the Affidavit of Correction. In accordance with Wis. Stat. §236.295, the Village Board of the Village of Mukwonago hereby approves the Affidavit of Correction and consents to the recording of the Affidavit of Correction in the Office of the Register of Deeds for Waukesha County.

Section 2. Release of Drainage Easement. The Village Board of the Village of Mukwonago acknowledges and agrees the Drainage Easement shall be terminated, and the Village of Mukwonago hereby vacates and releases the Drainage Easement, together with all right, title, and interest in and to the Drainage Easement.

Section 3. Release of Drainage and Landscape Easement. The Village Board of the Village of Mukwonago acknowledges and agrees the Drainage and Landscape Easement shall be terminated, and the Village of Mukwonago hereby vacates and releases the Drainage Easement, together with all right, title, and interest in and to the Drainage and Landscape Easement.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and approval.

Adopted this _____ day of _____, 2021.

Fred Winchowky, Village President

Attest:

Diana Dykstra, Village Clerk

Document Number

RELEASE OF EASEMENTS

THIS RELEASE OF EASEMENTS is made and entered into this ____ day of _____, 2021, by the Village of Mukwonago, a municipal corporation of Waukesha County, Wisconsin.

The plat of Minor's Estates, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin (the "Plat"), was recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on December 23, 2015 as Document No. 4183546. A copy of the Plat is attached hereto as Exhibit A.

The Plat included a 35' wide Drainage Easement (the "Drainage Easement") upon the following described real estate, and as set forth on Exhibit A:

Lots 1 through 9, inclusive, in MINOR'S ESTATES, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.

The Plat included a variable-width Landscape and Drainage Easement (the "Landscape and Drainage Easement") upon the following described real estate, and as set forth on the attached Exhibit A:

Lots 33 through 46, inclusive, in MINOR'S ESTATES, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago,

Recording Area

Name and Return Address

Antonopoulos Legal Group LLC
Attn: Dino Antonopoulos
740 Pilgrim Parkway, Suite 206
Elm Grove, WI 53122

MUKV 1978063 through MUKV 1978108
Parcel Identification Number (PIN)

The Village of Mukwonago, by virtue of a Resolution of the Village Board of the Village of Mukwonago dated _____ (the "Resolution"), wishes to terminate, vacate, and release the Drainage Easement and the Landscape and Drainage Easement.

Pursuant to Wisconsin Statute Section 236.293 and as authorized by the Resolution, the Village of Mukwonago does hereby terminate, vacate, and release the Drainage Easement and the Landscape and Drainage Easement as set forth herein.

Dated this _____ day of _____, 2021.

VILLAGE OF MUKWONAGO

By: _____
Fred Winchowky, Village President

By: _____
Diana Dykstra, Village Clerk

Document Number

AFFIDAVIT OF CORRECTION

Recording Area

Name and Return Address

Antonopoulos Legal Group LLC
Attn: Dino Antonopoulos
740 Pilgrim Parkway, Suite 206
Elm Grove, WI 53122

MUKV 1978063 through MUKV 1978108
Parcel Identification Number (PIN)

AFFIDAVIT OF CORRECTION

As required by Wis. Stat. §236.293 and Wis. Stat. §236.295, Kenneth B. Mehring (“Affiant”), Wisconsin Professional Land Surveyor No. 2838, hereby swears and affirms that the Final Plat of Minor’s Estates was recorded as Document No. 4183546 in the Office of the Register of Deeds for Waukesha County, Wisconsin, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin (the “Plat”). Affiant further affirms that the Plat reserves the following easements:

A 35’ wide Drainage Easement (the “Drainage Easement”) upon the following described real estate, and as set forth on the Plat: Lots 1 through 9, inclusive, in MINOR’S ESTATES, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.

A variable-width Landscape and Drainage Easement (the “Landscape and Drainage Easement”) upon the following described real estate, and as set forth on the Plat: Lots 33 through 46, inclusive, in MINOR’S ESTATES, being part of the Northwest 1/4 and Southwest 1/4 of the Northwest 1/4 of Section 27, Township 5 North, Range 18 East, Village of Mukwonago, Waukesha County, Wisconsin.

Affiant further affirms that, by Resolution No. _____ (a copy of which is attached hereto as Exhibit A) and by the Release of Easements (a copy of which is attached hereto as Exhibit B), the Village of Mukwonago has approved the termination, vacation, and release of the Drainage Easement and the Landscape and Drainage Easement.

Affiant affirms that the purpose of this Affidavit of Correction is to delete and remove all references and annotations on the Plat to the Drainage Easement and the Landscape and Drainage Easement, all in accordance with Resolution No. _____, and the Release of Easements.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE TO AFFIDAVIT OF CORRECTION ON FOLLOWING PAGE

Dated _____, 2021.

By: _____
Kenneth B. Mehring, WI Professional Land Surveyor No. 2838

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

This Affidavit of Correction was acknowledged before me on _____,
2021, by Kenneth B. Mehring, know to me to be the person who executed the foregoing.

Notary Public, Waukesha County, State of Wisconsin
My Commission: _____

VILLAGE OF MUKWONAGO APPROVAL

This Affidavit was accepted by the Village Board of the Village of Mukwonago on this
_____ day of _____, 2021.

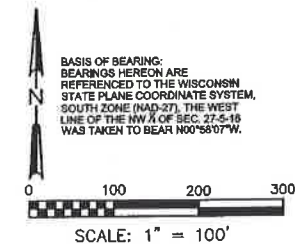
Fred Winchowky, Village President

Diana Dykstra, Village Clerk

MINOR'S ESTATES

PART OF THE NORTHWEST 1/4 AND SOUTHWEST 1/4 OF
THE NORTHWEST 1/4 OF SECTION 27,
TOWN 5 NORTH, RANGE 18 EAST, VILLAGE OF
MUKWONAGO, WAUKESHA COUNTY, WISCONSIN.

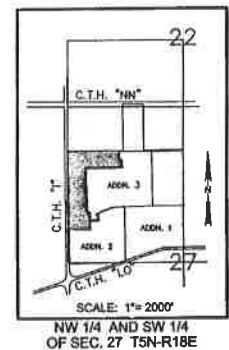
4163548
RECORDED
December 23, 2015 09:18 AM
James R. Mehling
Register of Deeds
FEE: \$50.00
Book 84 Page 176-180



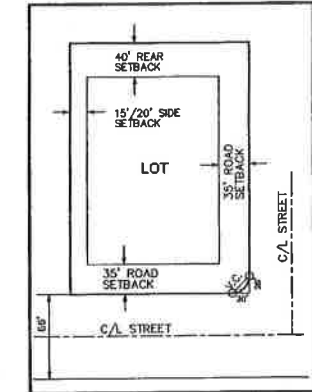
OWNER / DEVELOPER:
MINOR'S HOMESTEAD 4, LLC,
C/O KENNETH W. KROEGER and
DEVIN WOLF
612 NORTH SAWYER RD.
OCONOMOWOC, WI 53188

SURVEYOR / ENGINEER:
LYNCH AND ASSOCIATES,
ENGINEERING CONSULTANTS, LLC.
5462 S. WESTRIDGE DR.
NEW BERLIN, WI 53151
PH. 262-402-5040
FAX 262-402-6048

LOCATION MAP



TYPICAL LOT AND VISION CORNER DETAIL



- NOTES:**
- TOTAL PARCEL OF LAND INCLUDED IN THIS PLAT CONTAINS 26.17 ACRES.
 - ALL DIMENSIONS MEASURED AND SHOWN TO THE NEAREST HUNDREDTH OF A FOOT; ALL ANGLES MEASURED TO THE NEAREST FIVE SECONDS AND COMPUTED TO THE NEAREST SECOND.
 - DIRECT VEHICULAR ACCESS TO C.T.H. "T" BY ANY LOT WITHIN THIS SUBDIVISION IS PROHIBITED.
 - THE SITE DOES NOT CONTAIN ANY HISTORICAL OR CULTURAL BURIED ITEMS PER STATE HISTORICAL SOCIETY OF WISCONSIN, DIVISION OF HISTORIC PRESERVATION ARCHAEOLOGICAL SITE INVENTORY.
 - THERE ARE NO LANDFILL FACILITIES WITHIN THE SITE OR 1000' OF THE SITE PER REGISTRY OF WASTE DISPOSAL SITES OF WISCONSIN.
 - ALL LOTS TO BE SERVED BY SANITARY SEWER PROVIDED BY THE VILLAGE OF MUKWONAGO.
 - DRAINAGE, STORM SEWER, SANITARY SEWER, WATER MAIN, VISION CORNER ACCESS AND MAINTENANCE LANDSCAPE EASEMENTS GRANTED TO THE VILLAGE OF MUKWONAGO. UTILITY EASEMENTS GRANTED TO THE VILLAGE OF MUKWONAGO. NO ABOVE GROUND STRUCTURES INCLUDING, BUT NOT LIMITED TO, UTILITY BOXES, UTILITY POLES AND UTILITY PEDESTALS, SHALL BE LOCATED WITHIN A DRAINAGE EASEMENT.
 - SEE SHEET 2 FOR UTILITY EASEMENT PROVISIONS.
 - LOTS 1 THROUGH 9 HAVE A 35' DRAINAGE EASEMENT AND LOTS 40 THROUGH 44 HAVE A 40' DRAINAGE EASEMENT LOCATED IN THE REAR YARDS. THIS MAY RESTRICT THE POSSIBILITY OF INSTALLATION OF A POOL, PATIO, DECK OR PLAY EQUIPMENT.

VISION CORNER RESTRICTIONS
ALL PLANTING OF TREES, BUSHES, SIGNS AND ANY OTHER STRUCTURES SHALL NOT EXCEED 24 INCHES IN HEIGHT ABOVE THE INTERSECTION ELEVATION, EXCEPT FOR NECESSARY HIGHWAY AND TRAFFIC SIGNS, PUBLIC UTILITY LINES AND OPEN FENCES THROUGH WHICH THERE IS CLEAR VISION. NOR SHALL ANY DRIVEWAYS BE PERMITTED WITHIN SAID VISION CORNER.

EASEMENTS
ALL LANDS WITHIN AREAS LABELED "DRAINAGE EASEMENT" ARE RESERVED FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION. NO BUILDINGS OR OTHER STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT MAY INTERRUPT STORM WATER FLOWS IN ANY WAY. THE MAINTENANCE AGREEMENT MAY CONTAIN SPECIFIC MAINTENANCE REQUIREMENTS FOR THESE AREAS. THE VILLAGE OF MUKWONAGO, WAUKESHA COUNTY OR THEIR DESIGNEE ARE AUTHORIZED ACCESS IN THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES OR ENFORCING THE TERMS OF MAINTENANCE AGREEMENT.

- LEGEND**
- DIRECT VEHICULAR ACCESS PROHIBITED
 - 1.25" O.D. 110' IRON PIPE SET 1.5' MIN. (SEE NOTE 2) ALL OTHER CORNERS MONUMENTED WITH A 3/4" O.D. x 10' IRON B.M. 1.5' MIN. (SEE NOTE 2)
 - 2" IRON PIPE FOUND
 - 1" IRON PIPE FOUND
 - V.C. VISION CORNER (SEE DETAIL)
 - L1 LINE (SEE LINE TABLE)
 - C8 CURVE (SEE CURVE TABLE)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S89°21'00"W	1.39'

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified SEPTEMBER 23RD, 2015

Renée M. Pong
Department of Administration

CURVE TABLE

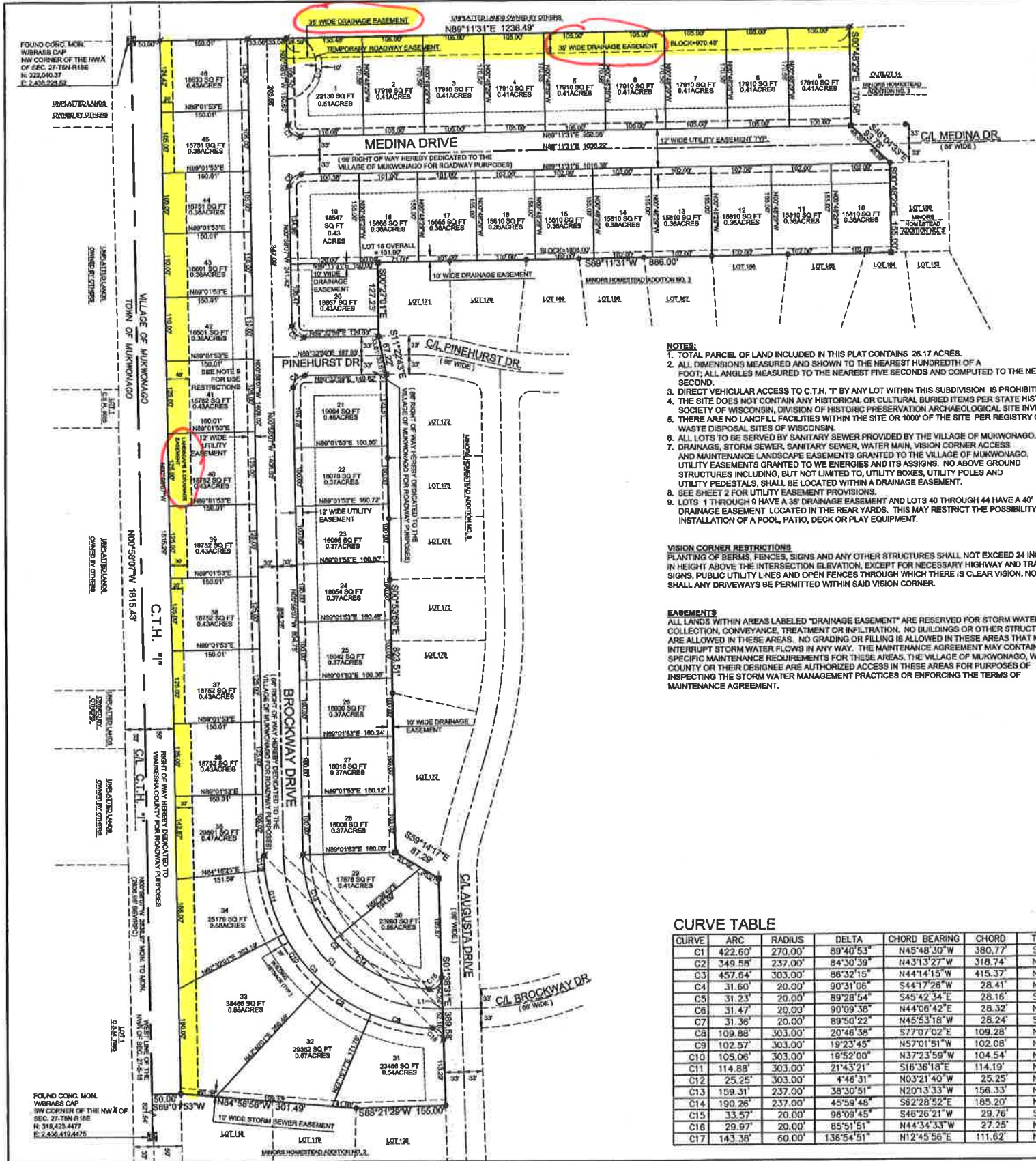
CURVE	ARC	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
C1	422.60'	270.00'	89°40'53"	N45°48'30"W	380.77'	S89°21'00"W	N00°58'07"W
C2	349.58'	237.00'	84°30'39"	N43°13'27"W	318.74'	N85°28'46"W	N00°58'07"W
C3	457.64'	303.00'	86°32'15"	N44°14'15"W	415.37'	N87°30'22"W	N00°58'07"W
C4	31.60'	20.00'	90°31'06"	S44°17'26"W	28.41'	N00°58'07"W	N89°32'59"E
C5	31.23'	20.00'	89°28'54"	S45°42'34"E	28.16'	S89°32'59"W	N00°58'07"W
C6	31.47'	20.00'	90°09'38"	N44°06'42"E	28.32'	N00°58'07"W	N89°11'31"E
C7	31.36'	20.00'	89°50'22"	N45°53'18"W	28.24'	S89°11'31"W	N00°58'07"W
C8	109.88'	303.00'	20°46'58"	S77°07'02"E	109.28'	N87°30'22"W	N66°43'44"W
C9	102.57'	303.00'	19°23'45"	N57°01'51"W	102.08'	N66°43'44"W	N47°19'59"W
C10	105.06'	303.00'	19°52'00"	N37°23'59"W	104.54'	N47°19'59"W	N27°27'59"W
C11	114.88'	303.00'	21°43'21"	S16°36'18"E	114.19'	N27°27'59"W	N05°44'38"W
C12	25.25'	303.00'	4°46'31"	N03°21'40"W	25.25'	N05°44'38"W	N00°58'07"W
C13	159.31'	237.00'	38°30'51"	N20°13'33"W	156.33'	N39°28'58"W	N00°58'07"W
C14	190.26'	237.00'	45°59'48"	S62°28'52"E	185.20'	N85°28'46"W	N39°28'58"W
C15	33.57'	20.00'	98°09'45"	S46°28'21"W	29.76'	S01°38'31"E	N85°28'46"W
C16	29.97'	20.00'	85°51'51"	N44°34'33"W	27.25'	N01°38'31"W	N87°30'22"W
C17	143.38'	60.00'	136°54'51"	N12°45'56"E	111.62'	N81°13'22"E	N55°41'29"W



KB2838
KENNETH B. MEHLING S-2838
WISCONSIN PROFESSIONAL
LAND SURVEYOR
(original if signed in red)

REV. 8-1-15
REV. 7-7-16
DATE: 4-10-15
SHEET 1 OF 2

INSTRUMENT DRAFTED BY: KENNETH B. MEHLING, P.L.S., S-2838



March 30, 2021

Mr. Fred Winchowky
Village President
Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

Re: REBID Pick N' Save Pond Retrofit
Final Payment

Dear President Winchowky:

Enclosed with this letter please find Change Order No. 1. This Change Order serves to adjust the final Contract Price to reflect the actual completed Work. Please have Change Order No. 1 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, Mudtech, LLC., has submitted a final Application for Payment and has furnished the enclosed Contract-required items:

1. Consent of Surety to Final Payment.
2. Releases or waivers of lien from first tier Subcontractors and Suppliers.
3. 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.

In accordance with paragraph 15.08 of the General Conditions, the Contractor is required to promptly repair or correct defective Work for a period of one year from the date of Substantial Completion which was September 25, 2020. You may wish to review the Project a month or so before the anniversary date to check for any warranty items. If we can be of assistance to you in this regard, please contact us.

Respectfully,

RUEKERT & MIELKE, INC.



Michael E. Michalski
Project Engineer
mmichalski@ruekert-mielke.com

MEM:acI

Enclosures

cc: Mark Blum, Village of Mukwonago
Ron Bittner, Village of Mukwonago
Steve Gapp, Mudtech, LLC.
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: REBID Pick N' Save Pond Retrofit
OWNER: Village of Mukwonago
CONTRACTOR: Mudtech, LLC.
EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: August 7, 2019
ENGINEER: Ruekert & Mielke, Inc.
NOTICE DATE: March 30, 2021

To: Village of Mukwonago
Owner

And To: Mudtech, LLC.
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: Michael E. Michalski
Title: Project Engineer
Dated: March 30, 2021

Date of Issuance: January 12, 2021

Effective Date:

January 12, 2021

Owner:

Village of Mukwonago

Contract: REBID Pick 'N Save Pond Retrofit

Contractor: Mudtech, LLC

Engineer:

Ruekert & Mielke, Inc.

Address: N44 W33344 Watertown Plank Road

Engineer's Project No.:

12-10086.300

Nashotah, WI 53058

Effective Date of Contract: August 7, 2019

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

Description:

Closeout Change Order.

Reason for Change Order:

Change Contract Price To Match Amount Earned.

Attachments: (List documents supporting change)

Closeout Change Order Analysis and Final Pay Application No. 4.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 269,460.00	Original Contract Times: Substantial Completion: Ready for Final Payment:
Increase/Decrease from previously approved Change Orders: \$ 0.00	● Increase ● ● Decrease ● from previously approved Change Orders No. ___ to No. ___: Substantial Completion: Ready for Final Payment:
Contract Price prior to this Change Order: \$ 269,460.00	Contract Times prior to this Change Order: Substantial Completion: Ready for Final Payment:
Decrease of this Change Order: \$ 14,816.25	● Increase ● ● Decrease ● of this Change Order: Substantial Completion: Ready for Final Payment:
Contract Price incorporating this Change Order: \$ 254,643.75	Contract Times with all approved Change Orders: Substantial Completion: Ready for Final Payment:

RECOMMENDED:

ACCEPTED:

ACCEPTED:

Signature: Michael E. Michalski
Engineer (Authorized Signature)Michael E. Michalski
Ruekert & Mielke, Inc.Signature: _____
Owner (Authorized Signature)

Village of Mukwonago

Signature: [Signature]
Contractor (Authorized Signature)

Mudtech, LLC

Date: 01/12/2021

Date: _____

Date: 3-8-21

01/12/21

00 63 63-1

~12-10086 Pick 'n Save Pond Repairs > Construction > Changes > Change Order 1 > 00 63 63 Change Order 1 Final.doc~
Ruekert & Mielke, Inc.



W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

ANALYSIS OF CLOSEOUT CHANGE ORDER

OWNER: Village of Mukwonago
PROJECT: Pick'n Save Pond Retrofit REBID
DATE PREPARED: 1/12/2021

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT \$	ORIGINAL CONTRACT AMOUNT	ACTUAL QUANTITY INSTALLED	FINAL CONTRACT AMOUNT
1	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1.00	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00
2	Traffic control	L.S.	1.00	\$8,000.00	\$ 8,000.00	1.00	\$ 8,000.00
3	Tracking pad	S.F.	2,400.00	\$8.00	\$ 19,200.00	2,400.00	\$ 19,200.00
4	Project identification signs	L.S.	1.00	\$1,000.00	\$ 1,000.00	1.00	\$ 1,000.00
5	Barrier fence	L.F.	245.00	\$15.00	\$ 3,675.00	245.00	\$ 3,675.00
6	Manufactured slope interruption device	L.F.	850.00	\$9.00	\$ 7,650.00	850.00	\$ 7,650.00
7	Inlet sediment guards, Type C	EA.	4.00	\$225.00	\$ 900.00	4.00	\$ 900.00
8	Clearing and grubbing	L.S.	1.00	\$25,000.00	\$ 25,000.00	1.00	\$ 25,000.00
9	Storm water detention facility improvements	L.S.	1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00
10	Storm water facility dewatering	L.S.	1.00	\$20,000.00	\$ 20,000.00	1.00	\$ 20,000.00
11	Field stone level spreader	TON	25.00	\$175.00	\$ 4,375.00	38.00	\$ 6,650.00
12	Heavy riprap	TON	18.00	\$115.00	\$ 2,070.00	34.00	\$ 3,910.00
13	Dust control using calcium chloride (if necessary)	100 LBS.	10.00	\$200.00	\$ 2,000.00		\$ -
14	Dust control using water (if necessary)	1000 GAL.	10.00	\$225.00	\$ 2,250.00	10.00	\$ 2,250.00
15	Storm sewer main, 48-inch RCP, w/ spoil backfill	L.F.	96.00	\$175.00	\$ 16,800.00	96.00	\$ 16,800.00
16	Concrete storm sewer end sections, 48-inch, w/end grate	EA.	1.00	\$5,000.00	\$ 5,000.00	1.00	\$ 5,000.00
17	Concrete storm sewer end sections, 72-inch, w/end grate	EA.	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00
18	Topsoil, native seeding and Class II, Type B erosion mat	S.Y.	5,000.00	\$9.25	\$ 46,250.00	3,775.00	\$ 34,918.75
19	Topsoil, turf grass seeding, fertilizer and Class I, Urban, Type A erosion mat	S.Y.	2,800.00	\$8.00	\$ 22,400.00	2,100.00	\$ 16,800.00
20	Class III, Type B or C turf reinforcement mat	S.Y.	100.00	\$6.00	\$ 600.00	100.00	\$ 600.00
SUBTOTAL OF ORIGINAL CONTRACT ITEMS					\$ 224,170.00		\$ 209,353.75
MANDATORY ALTERNATE							
MA-1	Grading maintenance drive	L.S.	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00
MA-2	Manufactured slope interruption device	L.F.	310.00	\$9.00	\$ 2,790.00	310.00	\$ 2,790.00
MA-3	Topsoil, native seeding and Class II, Type B erosion mat	S.Y.	2,500.00	\$13.00	\$ 32,500.00	2,500.00	\$ 32,500.00
TOTAL OF ALL MANDATORY ALTERNATE ESTIMATED PRICES					\$ 45,290.00	2,811.00	\$ 45,290.00
ADDITIONAL ITEMS							
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
	SUBTOTAL OF ADDITIONAL ITEMS				\$ -		\$ -
GRAND TOTALS:					\$ 269,460.00		\$ 254,643.75

ORIGINAL CONTRACT AMOUNT	\$ 269,460.00
EXECUTED CHANGE ORDER(S)	\$0.00
CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	\$269,460.00
AMOUNT EARNED ON ORIGINAL CONTRACT ITEMS	\$ 254,643.75
AMOUNT EARNED ON OTHER ITEMS	\$0.00
TOTAL AMOUNT EARNED	\$254,643.75
TOTAL AMOUNT EARNED	\$254,643.75
LESS CONTRACT PRICE PRIOR TO THIS CLOSE-OUT CHANGE ORDER	(\$269,460.00)
CLOSE OUT CHANGE ORDER AMOUNT	(\$14,816.25)

Contractor's Application for Payment No. 4 - FINAL

Application Date: 1/12/2021		Application Period: 10/26/20 to 01/12/21	
To (Owner): Village of Mukwonago	From (Contractor): Mudtech, LLC	Via (Engineer): Ruekert & Mielke, Inc.	
Contact: Diana Dykstra	Contact: Clint Johnson	Contact: Michael E. Michalski	
Project: Pick'n Save Pond Retrofit REBID	Address: N44 W33344 Watertown Plank Road Nashotah, WI 53058	Address: W233 N2080 Ridgeview Parkway Waukesha, WI 53188	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 12-10086.200	

Change Order Summary

Approved Change Orders			
Number	Additions	Deductions (Enter as Positive Number)	
TOTALS			
NET CHANGE BY CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE	\$ 269,460.00
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (Line 1 + Line 2)	\$ 269,460.00
4. TOTAL COMPLETED TO DATE (Column L Total on Progress Estimates)	\$ 254,643.75
5. RETAINAGE:	
a. 5% X \$134,730.00 Work Completed	\$ 6,736.50
6. RETAINAGE REDUCTION TO DATE (Enter as Positive Number) ..	\$ 6,736.50
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5a. + Line 6)	\$ 254,643.75
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$ 247,907.25
9. AMOUNT DUE THIS APPLICATION	\$ 6,736.50

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge:

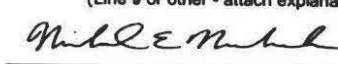
(1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner per Article 15 of the General Conditions; and

(3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 3-8-21

Payment of: \$ 6,736.50
(Line 9 or other - attach explanation of the other amount)

Recommended by:  12-Jan-21
Michael E. Michalski (Engineer) (Date)

Payment of: \$
(Line 9 or other - attach explanation of the other amount)

Approved by: _____
(Owner) (Date)

Progress Estimate - Unit Price Work

Contractor's Application for Payment No.

4 - FINAL

For (Project): Pick'n Save Pond Retrofit REBID								Application Date: 1/12/2021			
Application Period: 10/26/20 to 01/12/21								Engineer's Project No.: 12-10086.200			
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	Mobilization (limited to maximum of 5% of Total Bid)	L.S.	1.00	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -	1.00	\$ 12,000.00
2	Traffic control	L.S.	1.00	\$8,000.00	\$ 8,000.00	1.00	\$ 8,000.00		\$ -	1.00	\$ 8,000.00
3	Tracking pad	S.F.	2,400.00	\$8.00	\$ 19,200.00	2,400.00	\$ 19,200.00		\$ -	2,400.00	\$ 19,200.00
4	Project identification signs	L.S.	1.00	\$1,000.00	\$ 1,000.00	1.00	\$ 1,000.00		\$ -	1.00	\$ 1,000.00
5	Barrier fence	L.F.	245.00	\$15.00	\$ 3,675.00	245.00	\$ 3,675.00		\$ -	245.00	\$ 3,675.00
6	Manufactured slope interruption device	L.F.	850.00	\$9.00	\$ 7,650.00	850.00	\$ 7,650.00		\$ -	850.00	\$ 7,650.00
7	Inlet sediment guards, Type C	EA.	4.00	\$225.00	\$ 900.00	4.00	\$ 900.00		\$ -	4.00	\$ 900.00
8	Clearing and grubbing	L.S.	1.00	\$25,000.00	\$ 25,000.00	1.00	\$ 25,000.00		\$ -	1.00	\$ 25,000.00
9	Storm water detention facility improvements	L.S.	1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00		\$ -	1.00	\$ 15,000.00
10	Storm water facility dewatering	L.S.	1.00	\$20,000.00	\$ 20,000.00	1.00	\$ 20,000.00		\$ -	1.00	\$ 20,000.00
11	Field stone level spreader	TON	25.00	\$175.00	\$ 4,375.00	38.00	\$ 6,650.00		\$ -	38.00	\$ 6,650.00
12	Heavy riprap	TON	18.00	\$115.00	\$ 2,070.00	34.00	\$ 3,910.00		\$ -	34.00	\$ 3,910.00
13	Dust control using calcium chloride (if necessary)	100 LBS.	10.00	\$200.00	\$ 2,000.00		\$ -		\$ -		\$ -
14	Dust control using water (if necessary)	1000 GAL.	10.00	\$225.00	\$ 2,250.00	10.00	\$ 2,250.00		\$ -	10.00	\$ 2,250.00
15	Storm sewer main, 48-inch RCP, w/ spoil backfill	L.F.	96.00	\$175.00	\$ 16,800.00	96.00	\$ 16,800.00		\$ -	96.00	\$ 16,800.00
16	Concrete storm sewer end sections, 48-inch, w/end grate	EA.	1.00	\$5,000.00	\$ 5,000.00	1.00	\$ 5,000.00		\$ -	1.00	\$ 5,000.00
17	Concrete storm sewer end sections, 72-inch, w/end grate	EA.	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00
18	Topsoil, native seeding and Class II, Type B erosion mat	S.Y.	5,000.00	\$9.25	\$ 46,250.00	3,775.00	\$ 34,918.75		\$ -	3,775.00	\$ 34,918.75
19	Topsoil, turf grass seeding, fertilizer and Class I, Urban, Type A	S.Y.	2,800.00	\$8.00	\$ 22,400.00	2,100.00	\$ 16,800.00		\$ -	2,100.00	\$ 16,800.00
20	Class III, Type B or C turf reinforcement mat	S.Y.	100.00	\$6.00	\$ 600.00	100.00	\$ 600.00		\$ -	100.00	\$ 600.00
TOTAL BID ITEMS 1-20						\$224,170.00		\$ 209,353.75		\$ -	\$ 209,353.75
Mandatory Alternate											
MA-1	Grading maintenance drive	L.S.	1.00	\$10,000.00	\$ 10,000.00	1.00	\$ 10,000.00		\$ -	1.00	\$ 10,000.00
MA-2	Manufactured slope interruption device	L.F.	310.00	\$9.00	\$ 2,790.00	310.00	\$ 2,790.00		\$ -	310.00	\$ 2,790.00
MA-3	Topsoil, native seeding and Class II, Type B erosion mat	S.Y.	2,500.00	\$13.00	\$ 32,500.00	2,500.00	\$ 32,500.00		\$ -	2,500.00	\$ 32,500.00
TOTAL MANDATORY ALTERNATE BID ITEMS MA1-MA3						\$ 45,290.00		\$ 45,290.00		\$ -	\$ 45,290.00
TOTAL BID ITEMS						\$269,460.00		\$ 254,643.75		\$ -	\$ 254,643.75
ADDITIONAL ITEMS											
							\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
TOTAL ADDITIONAL ITEMS						\$ -		\$ -		\$ -	\$ -
TOTAL ALL ITEMS						\$269,460.00		\$ 254,643.75		\$ -	\$ 254,643.75

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

(SIMILAR TO AIA DOCUMENT G707)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

Bond Number: 5144257

PROJECT: Rebid Pick 'n Save Pond Retrofit, Village of Mukwonago
(name, address)

TO (Owner)

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Construction

CONTRACT DATE: August 7, 2019

CONTRACTOR: Mudtech LLC
N44 W33344 Watertown Plank Road
Nashotah, WI 53058

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)

Mudtech LLC
N44 W33344 Watertown Plank Road
Nashotah, WI 53058

, 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 18th day of October, 2020.

Attest:

Kelly School

(Seal): Witness

Old Republic Surety Company
Surety Company

Signature of Authorized Representative

Jason A. Braatz

Jason A. Braatz, 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

Karen J. Haffner
 Assistant Secretary



Alan Pavlic
 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.



Kathryn R. Pearson
 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 18th day of October, 2020.

Karen J. Haffner
 Assistant Secretary



Concrete/Asphalt

Structural Repair

Deep Foundations

Waterproofing

P.O. Box 41 Dousman, WI 53118

262.337.0934 or 608.477.2556

www.mudtech.com

Waiver of Lien

March 25, 2021

Village of Mukwonago

(Pick 'N Save Pond)

440 River Crest Ct

Mukwonago, WI 53149

Project: Village of Mukwonago Pick 'N Save Pond Retrofit

Engineer: Ruekert & Mielke, Inc Project # 12-10086.300

Village of Mukwonago, State of Wisconsin, entered into a contract with MUDTeCH LLC, to Retrofit Pick 'N Save Pond, as per agreed upon contract.

In consideration of (\$254,643.75), receipt of which is acknowledged, at time which funds transfer, Mudtech LLC waives any right to claim a lien against the above described property, or any improvements in order to secure payment for the services we have furnished under the contract.

Date: 3-25-2021

Signed by: Steve Gapp

A handwritten signature in black ink, appearing to read 'Steve Gapp', written over a horizontal line.

WAIVER OF LIEN

March 29th 2021

For value received, _____ hereby waive All _____ rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto,

for Mudtech _____ owner _____
by PJS Trucking LLC, PO Box 320335, Franklin WI 53132 _____ contractor _____
for Trucking and Materials _____

same being situated in Waukesha _____ County, State of Wisconsin, described as
Hwy NN Mukwonago Just E of Hwy 83 & West of
Cloenden Ave _____

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, except, None _____

Stacy Sielaff Stoffregen
PJS Trucking LLC



MUDTLLC-01

MMAJESKIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

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. PO Box 498 12800 W Silver Spring Dr Butler, WI 53007	CONTACT NAME: Mary Majeskie PHONE (A/C, No, Ext): (262) 781-3714 FAX (A/C, No): (262) 781-6049 E-MAIL ADDRESS: mary@brehmeragency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : SECURA Insurance, A Mutual Company	
INSURER B : EVANSTON INSURANCE COMPANY	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Mudtech, LLC
 N44 W33344 Watertown Plank Road
 Nashotah, WI 53058

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 ☒ PRO-JECT ☐ LOC OTHER:	X	X	TC3301351	3/25/2021	3/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 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	X	A3301352	3/25/2021	3/25/2022	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 \$ 10,000			CU3301354	3/25/2021	3/25/2022	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC3301353	3/25/2021	3/25/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater	X	X	TC3301351	3/25/2021	3/25/2022	Per Location/Catast 270,000
B	Pollution	X	X	ECPENV01783	8/7/2020	8/7/2021	Per Occ/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pick 'n Save Pond Retrofit

The Village of Mukwonago and Ruekert & Mielke, Inc. are additional insureds on the General Liability policy, including ongoing and completed operations, Automobile policy, and Pollution Liability all on a primary and non-contributory basis, when required by written contract. A waiver of subrogation in favor of the additional insureds above, applies on the General Liability, Automobile, Workers Compensation policies, and Pollution Liability when required by written contract. The Umbrella policy follows form, for General Liability, Automobile & Workers Compensation. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Village of Mukwonago
 440 River Crest Court
 Mukwonago, WI 53149

CANCELLATION

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

Jean Brey

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

ADDITIONAL INSURED WRAP

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for that additional insured are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization, when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

2. Limitations

The Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond the lesser of the end of the policy period; or five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B. above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver with that person or organization. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Amendment – Aggregate Limits Of Insurance (Per Project)

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

F. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXTENDED AUTOMATIC ADDITIONAL INSURED

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

A. Additional Insured When Required By Written Agreement

1. Operations Performed For An Extended Additional Insured

WHO IS AN INSURED is amended to include as an additional insured any person or organization who is not a signatory to, but is shown within a written agreement you executed prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for which the written agreement applies.

A person's or organization's status as an additional insured under this provision ends at the earlier of when your operations for which the written agreement applies are completed; or the end of the policy period.

2. Limitations

The Operations Performed For An Extended Additional Insured coverage is limited as follows:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- d. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. Extended Additional Insured – Completed Operations

WHO IS AN INSURED is amended to include as an additional insured any person or organization who is not a signatory to, but is shown within a written agreement you executed prior to a loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for which the written agreement applies and included in the "products-completed operations hazard".

2. Limitations

The Extended Additional Insured - Completed Operations coverage is limited as follows:

- a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
- b. A person or organization's status as an insured under Additional Insured - Completed Operations continues only until the earlier of the end of the policy period; or the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this endorsement will not apply beyond five years from the completion of "your work" on the project which is the subject of the written agreement.
- c. The insurance as provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.
- d. The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.
- e. The coverage provided to the additional insured by this endorsement and by paragraph f. of the definition of "insured contract" under DEFINITIONS do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written agreement.
- f. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Primary And Noncontributory

As respects the coverage provided under this endorsement, the Other Insurance Condition is amended as follows:

The paragraph regarding Excess Insurance is deleted and replaced with the following:

Excess Insurance

This insurance is excess over any other insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written agreement described in A. and B., above specifically requires that this insurance be either primary or primary and noncontributory. Then this insurance is primary and not contributing with any insurance available to the additional insured which covers that person or organization as a named insured.

D. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

As respects the coverage provided under this endorsement, the Transfer Of Rights Of Recovery Against Others To Us Condition is amended by adding the following:

We waive any right to recover all or part of any payment we have made under this Coverage Part arising out of your ongoing operations or "your work" done under a written agreement requiring such waiver for an additional insured described in A. or B. above. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

E. Additional Condition

The following condition is added:

Additional Insured Duty To Notify

The additional insured described in A. or B. above must give written notice of loss, including a demand for defense and indemnity, to any other insurer having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY CONDITIONS AMENDED FOR ADDITIONAL INSURED

This Endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

SCHEDULE

Name of Person(s) or Organization(s)

Any person or organization when required in a written agreement between you and such person or organization, or any Extended Automatic Additional Insured required by such written agreement be added as additional insured on your policy.

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement.)

A. Additional Insured

SECTION II – WHO IS AN INSURED; paragraph 3. applies to include as an additional insured the person or organization shown in the Schedule above, when the person or organization shown in the Schedule above is included as an additional insured in the "underlying insurance".

B. Extended Automatic Additional Insured Follow Form

SECTION II – WHO IS AN INSURED; paragraph 3. applies to include as an additional insured any person or organization who is not a signatory to, but is shown within a written contract or written agreement you executed prior to a loss, that such person or organization be added as an additional insured on your policy. This extension applies only when:

1. The person or organization is included as an Extended Automatic Additional Insured in the "underlying insurance"; and
2. The person or organization is required to be extended as an additional insured under this policy in the written contract or written agreement; and
3. Each other person or organization shown within a written contract or written agreement as required to extend additional insured coverage to specified person or organization has complied with similar requirements in that written contract or written agreement; and
4. The person or organization complies with the notice of loss requirement of SECTION IV - CONDITIONS; 5. Other Insurance; paragraph b. added below.

Such person or organization is an Additional Insured or an Extended Automatic Additional Insured as applicable, only to the extent coverage is provided by the "underlying insurance".

C. Primary and Non-Contributory

SECTION IV – CONDITIONS; 5. Other Insurance is amended as follows:

5. Other Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

a. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured shown in the Schedule, or Extended Automatic Additional Insured under your policy provided that:

- (1) The additional insured is a Named Insured, or an Extended Automatic Additional Insured under such other insurance; and

- (2) The "underlying insurance" apply on a primary and non-contributory basis for the person or organization shown in the Schedule, or an Extended Automatic Additional Insured; and
- (3) The requirement for primary and non-contributory basis is provided in a written contract or written agreement executed before the loss between you and the additional insured shown in the Schedule, and requires a specific limit of insurance on a primary and non-contributory basis.

b. The following Condition is added:

The additional insured shown in the Schedule, or an Extended Automatic Additional Insured, must give written notice of loss, including a demand for defense and indemnity, to any other insurance policies having coverage for the loss under its policies. Such notice must demand full coverage available and the additional insured shown in the Schedule shall not waive or limit such other available coverage.

This additional condition does not apply to the insurance available to the additional insured shown in the Schedule, or an Extended Automatic Additional Insured, which covers that person or organization as a named insured.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such other insurance. Other insurance means a policy of insurance providing coverage for any portion of liability alleged against the Additional Insured or Extended Automatic Additional Insured for a claim that this policy also covers. Other insurance includes any type of self-insurance or other mechanisms by which an insured arranges for funding of legal liabilities.

D. Limit of Liability

SECTION III – LIMITS OF INSURANCE is amended by adding the following:

For the purposes of this Endorsement only, subject to any aggregate limit on this policy, the most we will pay for a covered loss on behalf of the Additional Insured shown in the Schedule, and any Extended Automatic Additional Insured when primary and non-contributory basis applies, is the lesser of the specific limits of insurance required in a written contract or written agreement, but only to the extent the required limits of insurance are in excess of the "underlying insurance".

This provision is included within and does not act to increase the Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Entity Name	Contract or Project Number	Description of Work	Waiver Premium	Waiver Type
WI	Blanket Waiver of Subrogation		Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	\$590	BLANKET

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/25/2021 Policy No. 80-WC-003301353-11 Endorsement No. 000

Insured Mudtech LLC Premium \$

Insurance Company Countersigned by _____

SECURA Supreme Insurance Company



Committee/Board:	Public Works Committee
Topic:	Annual Adaptive Management Report
From:	Mark Van Weelden – Ruekert & Mielke, Inc; David Brown – Utility Director
Department:	Wastewater Utility
Presenter:	Mark Van Weelden – Ruekert & Mielke, Inc; David Brown – Utility Director
Date of Committee Action (if required):	None
Date of Village Board Action (if required):	None

Information

Subject: Annual Adaptive Management Report

Background Information/Rationale: The Village Wastewater Treatment Facility's renewed WPDES permit requires an annual report at the end of every March summarizing progress in the Adaptive Management Program. The attached report was submitted to the WDNR on March 31, 2021 and includes a description of activities completed for the program in 2020 after the Adaptive Management Plan was approved in May. The report summarizes work done planning and prioritizing future projects, drafting an Intergovernmental Cooperation Agreement with the Waukesha County Land and Water Conservation Department, and monitoring the Fox River for pollutants throughout the year.

Key Issues for Consideration: R/M and the Wastewater Utility want to present the report to the Village Board for informational purposes to provide an update on activities completed for the Adaptive Management program and answer any questions related to the progress of the program.

Fiscal Impact (If any): None – informational purposes only.

Requested Action by Committee/Board: None – we will answer any questions related to the Adaptive Management Program, past activities, and next steps.

Attachments

Annual Adaptive Management Report dated March 31, 2021.

Annual Adaptive Management Report



Mukwonago Annual Adaptive Management Report

March 2021

PREPARED FOR:

Village of Mukwonago
440 River Crest Court
Mukwonago, WI 53149

PREPARED BY:

Ruekert & Mielke, Inc.
W233 N2080 Ridgeview Parkway
Suite 300
Waukesha, WI 53188

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BACKGROUND

The Village of Mukwonago submitted the most recent version of their Adaptive Management Plan on May 20, 2020. This version of the report was given conditional approval by the Wisconsin Department on the same day, and the final Adaptive Management Plan was integrated into the Village's updated WPDES permit (WI-0020265-10-0, Effective Date – January 01, 2021).

The permit establishes the following related to the Villages Adaptive Management (AM) Program:

- An additional sampling point was added to the Village's permit, which is the Village's Point of Compliance (POC). In-stream Sampling Point 601 is in the Illinois Fox River, located downstream of the Mukwonago Wastewater Treatment Facility (WWTF) outfall, 600 feet downstream of the HWY 43 bridge.
- Parameters to be tested at Sampling Point 601 are included in Table 2.2.2 in the Village's permit. Parameters include flow rate estimates (cfs) and total phosphorus (mg/L and lbs/month) once per month during the period of May 1 through October 31 annually. Additional voluntary sample collection can occur throughout the year on a voluntary basis.
- Per the goals set in the AM Plan, the Village needs to achieve a reduction in loading of 41 pounds per year in the Illinois Fox River by December 31, 2025, assessed at the POC. This reduction will be achieved through the implementation of non-point pollution control efforts throughout the upstream watershed as identified in the AM Plan.
- The final calculated water quality-based effluent limitations (WQBELs) for phosphorus are a six-month seasonal average limitation of 0.1 mg/L (1.25 lbs/day) and a monthly average limitation of 0.3 mg/L based on in-stream phosphorus data summarized in the AM Plan. The limits may be recalculated based on changes to in-stream data at the time of permit reissuance. These limits will become effective on January 1, 2036 unless the AM Program is terminated.
- Pursuant to s. NR 217.18(3)2, Wis. Adm. Code., the AM interim limitation applied at the outfall of the WWTF is 0.6 mg/L expressed as a six-month average. Additionally, a 1.0 mg/L limitation expressed as a monthly average is required. These interim limitations will go into effect on May 1, 2021.

The Village's permit also requires submittal of an Annual Adaptive Management Report, highlighted in section 4.1. According to permit language, these reports shall:

- Identify those actions from Pages 14-17 of the approved AM Plan that were completed during the previous calendar year and those actions that are in progress.
- Evaluate collected monitoring data.
- Document progress in achieving the goals and measures identified in the approved AM Plan.
- Describe the outreach and education efforts that occurred during the past calendar year.
- Identify any corrections or adjustments to the AM Plan that are needed to achieve compliance with the phosphorus water quality standards.
- Describe any updates needed to Mukwonago's approved phosphorus optimization plan.
- Submit results from all sample points outlined in the AM Plan to the WDNR using the Department's Laboratory Data Entry System (LDES).

The following Annual Adaptive Management Report will highlight the Village's progress in their AM Program, including discussion on the applicable points listed above.

SUMMARY OF AM PROGRAM ACTIONS

Since the submittal of the AM Plan in 2020, the Village has used their resources in two main areas related to the AM Program. First, they have continued to engage critical partners. The Village continues to send representatives to meetings of the Southeastern Wisconsin Fox River Commission (SEWFRC) and is involved in the leadership of the Commission. The Village sees involvement in the SEWFRC as an important means of sharing information related to critical source areas in the Fox River watershed, particularly where the watershed overlaps with the Village's action area. In addition, the SEWFRC will likely be a source of project funding in the future of the AM Program as the group's goals align with the Village's AM Program.

The Village has also made significant steps in strengthening its relationship with the Waukesha County Land and Water Conservation Department. Before the AM Plan was approved, the Village started meeting with County staff to inform them of the contents of the AM Plan and to discuss synergy with the Land and Water Conservation Department. Since late 2020, the Village has been working with the County to formalize a working agreement with an Intergovernmental Cooperation Agreement (IGA). This agreement outlines the responsibilities of both parties in working together to achieve the goals set out in the AM Plan, particularly in targeting critical source areas, coordinating with potential project partners in the watershed, planning and designing non-point pollution control measures, and executing agreements with project partners. The IGA is included in Appendix A of this report for reference. The County has already signed the IGA, and the Village Board will be reviewing and executing the agreement in April 2021. Since the goals of the Village and the County align closely, the County has agreed to absorb 300 hours of staff time dedicated to helping the Village achieve its goals laid out in the AM Plan. The Village looks forward to working with the County as a key partner on upcoming projects in the action area, relying on their existing relationships and knowledge of the watershed and its constituents.

Through the developing relationship with the County, the Village has become aware of an upcoming project led by the County Land and Water Conservation Department. The project involves the restoration of a boat launch and streambank stabilization at the County's Fox River Park. The Village is currently considering working with the County to become a funding source for the materials needed to complete the streambank stabilization portion of the work.

The Village also continues to work with the WDNR and Ruekert & Mielke, Inc. (R/M) as they acclimate to the new requirements included in their WPDES permit. R/M will continue to provide technical and administration assistance to AM Program in 2021 by facilitating work with the County, prioritizing critical source areas, compiling monitoring data, and coordinating other AM Program activities.

The second area that the Village has used its resources was in strategic planning and prioritization of critical source areas identified in the AM Plan. In 2020, the Village worked closely with R/M to conduct a more thorough analysis of non-point sources identified in Appendix F of the AM Plan. Activities included a desktop analysis of potential project sites which involved the compilation of additional site data including controllable area, site slope analysis, soils investigation, and general site comments based on aerial photos and conversations with County staff. The County was able to provide comments on target sites that they have worked with in the past including site-specific considerations and interactions with the landowner. The desktop analysis allowed the Village to reassess their priority ranking of target sites based on the new information, focusing their efforts for 2021 activities. Appendix B includes an exhibit showing the revised site prioritization.

In addition to the desktop analysis, R/M conducted a windshield survey of many of the high-priority sites, including extensive photos and additional site comments. This information was compiled and summarized, giving the Village a better understanding of the sites identified in the AM Plan while also informing the reprioritization of non-point sources.

Other planning-related activities were also completed in 2020. These included:

- Coordination with County staff to develop template documents to be used as a starting point for agreements with future project partners. In addition to a template agreement, the Village developed a preliminary cost-sharing system which details their approach to funding projects through an initial practice installation payment and an annual incentive payment for land taken out of production.
 - o The Village will continue to coordinate with R/M and Waukesha County staff in 2021 to determine fair rates for the annual incentive payment based on current land value, AM Program budget, and similar payments made in other watershed programs.
- Development of preliminary outreach and education materials, including a brochure summarizing the AM Program goals, benefits, and project funding options.

MONITORING DATA EVALUATION

The Village maintained ongoing monitoring efforts in 2020, collecting samples from seven sites on a monthly basis. Samples were tested for several parameters including total phosphorus, ortho-phosphorus, flow estimation, dissolved oxygen, pH, clarity, suspended solids, and others. Total phosphorus (TP) is a critical parameter that is tracked intensively – see Appendix C for a summary of total phosphorus levels at the monitoring sites from 2018-2020. The median and average values for TP over this period are summarized below in Table 1, and Figure 1 shows a graphical summary of TP values as a series for each sample date. Note that the POC is labeled as “Fox Rvr @ I-43”, or Plot ID 3.

In the AM Plan, the Village coordinated with WDNR staff to determine a representative flow and TP concentration at the POC. Based on the information available at that time, it was assumed that the in-stream concentration at the POC was 0.108 mg/L TP and the flow was 251.2 cfs (162.4 MGD). As shown in Table 1, the current Median TP concentration at the POC has dropped to 0.077 mg/L; however, given the limited current sample set and variability of the data, the Village will continue to monitor the concentration numbers closely and proceed with AM Program goals as planned.

Table 1. Summary of Median and Mean TP Levels at Various Monitoring Sites

Fox River Sites	SWIMS Site ID	Plot ID	Median (May-Oct)	Mean (May-Oct)
Fox Rvr @ Cty. I	653104	1	0.120	0.124
Fox Rvr @ Cty. ES	10046937	2	0.110	0.107
Fox Rvr @ I-43	10053143	3	0.077	0.085
Fox Rvr @ Center	683207	4	0.088	0.093
Fox Rvr @ Cty. L	10046947	5	0.082	0.090
Fox Rvr @ Hwy 20/36/83	10032437	6	0.092	0.088

Mukwanago River Sites	SWIMS Site ID	Plot ID	Median (May-Oct.)	Mean (May-Oct.)
Mukwanago Rvr @ Hwy. 83	10032435	7	0.016	0.017

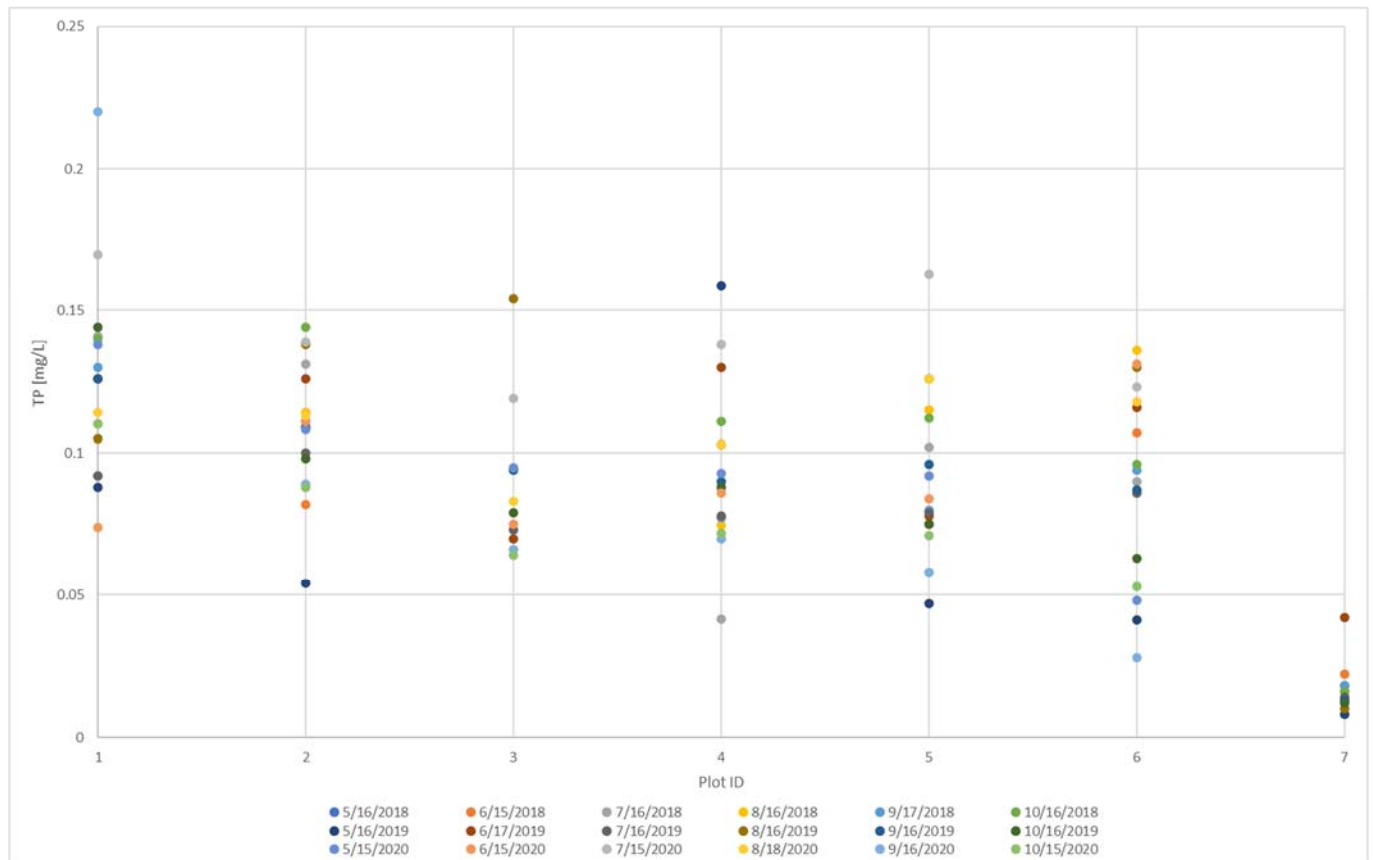


Figure 1. Summary of TP Levels at Various Monitoring Sites During Each Sample Date

PROGRAM ASSESSMENT AND NEXT STEPS

As discussed above, after the Village's AM Plan was conditionally approved in 2020, the remainder of the year was largely utilized for strategic planning. At this point, the Village has not implemented any physical management measures in the watershed, so there are no estimated TP reductions to report at this time. However, the more in-depth analysis and prioritization of sites combined with the IGA developed with Waukesha County gives the Village confidence that they are in a good position to commence the pursuit of projects in 2021. The Village is also confident that they will be able to achieve the minimum goal of 41 pounds per year of TP reductions at the end of their first permit term, while still targeting a reduction of approximately 1,600 pounds per year of TP in the same period.

Other actions that will be taken in 2021 include the finalization of cost-sharing details including rent offset rates, development of additional outreach and educational materials, establishment of a web page for the Mukwonago AM Program, and continued development of working relationships with project partners outlined in the AM Plan.

There are currently no changes needed to be made to the current version of the Village's AM Plan or the approved phosphorus optimization plan.

Appendix A

Intergovernmental Cooperation Agreement

INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE VILLAGE OF MUKWONAGO AND WAUKESHA COUNTY

Regarding Implementing the Village's Adaptive Management Plan

This Intergovernmental Cooperation Agreement ("Agreement") is between the Village of Mukwonago, a municipal corporation ("Village") and Waukesha County, a body corporate and politic ("County"). The Village and County may be referred to individually or collectively in this Agreement as the "Party" or "Parties" respectively.

RECITALS

WHEREAS, as part of its discharge permit for the Village's wastewater treatment plant, the Village received conditional approval from the Wisconsin Department of Natural Resources in May 2020 to implement an Adaptive Management Plan ("AM Plan" or "Project"); and

WHEREAS, the AM Plan aims to improve the surface water quality of the Fox River by controlling upstream agricultural nonpoint sources instead of investing in significant upgrades to the Village's wastewater treatment plant to meet new phosphorous discharge limits; and

WHEREAS, the Waukesha County Department of Parks and Land Use - Land Resources Division ("County") and the Village have a common interest in agricultural nonpoint source water pollution abatement, soil health, land conservation, and the installation of best management practices ("BMPs").

NOW THEREFORE, in consideration of these premises, the Village and the County, under the authority of section 66.0301 Wis. Stats., agree to cooperate on implementing the AM Plan as follows:

SECTION I GENERAL AGREEMENT

- (a) Purpose. The purpose of this Agreement is to summarize and clarify roles and responsibilities of the Village and the County during implementation of the AM Plan.
- (b) Scope of Services. The scope of services under this Agreement includes but is not limited to: targeting sites for BMP installation, contacting targeted landowners, executing cost-sharing agreements, planning and designing BMPs, bidding out BMP construction, executing construction contracts, overseeing and verifying BMP construction, and tracking and reporting program activities and accomplishments.
- (c) Term. The term of this Agreement shall be from the last date of execution until December 31, 2029, unless extended by written amendment.
- (d) Primary Representatives (PR). The Village and the County shall each assign a person to serve as their Primary Representative during the execution of this Agreement. The role of the PR is to advise, facilitate decision making and workflows, resolve problems and otherwise represent the Village or County during implementation of the AM Plan. The PR

may designate other people to serve as the main contact for certain tasks, but the PR maintains the stated responsibilities. Any changes in the PR designation shall be in writing to the other Party.

SECTION II VILLAGE RESPONSIBILITIES

- (a) Primary Representative. The Village assigns Wayne Castle, Village of Mukwonago Utilities to serve as the PR for the Village. Email: wcastle@villageofmukwonago.com; Phone: (262) 441-1366.

1. Project technical advisor: Mark Van Weelden, Project Engineer at Ruekert & Mielke, Inc. to serve as a secondary contact for the Village. Phone: 262-953-3050; Email: mvanweelden@ruekert-mielke.com.

- (b) Project Owner. The Village is the owner of the AM Plan. This Agreement does not absolve the Village of their responsibilities for the AM Plan in any way, including but not limited to the Village's wastewater treatment plant discharges, financial and legal responsibilities, independent oversight, review and monitoring of the Project, and assuring compliance with applicable local, state, and federal laws and regulations.

- (c) Funding, Contracts, Policies and Agreements.

1. Approve an annual budget for the Project and notify the County of available funding.
2. Approve professional service contracts as needed to implement this Agreement.
3. Develop and approve a landowner cost-sharing agreement template between the landowner and the Village.
4. Approve BMP cost-sharing rates, policies, and procedures for landowner cost-sharing agreements, such as:
 - i. Documentation of costs and cost containment procedures
 - ii. Change order forms and procedures
 - iii. BMP verification
5. Approve individual landowner cost-share agreements for BMP installation.
6. Draft, approve the template for, and execute working agreements for BMP installations, incorporating language provided by County, as needed to clarify roles and responsibilities of all parties (i.e. landowner, contractor, County and Village, depending on the BMP).

- (d) Public information and Education.

1. Promote the Project by working with the County to develop a web page and landowner educational materials.

2. Manage any media requests on the Project.
3. Provide periodic Project status updates to local elected officials and the general public.

(e) Project Oversight and Support. Oversee implementation of the Project following adopted Village policies, procedures, and forms. Below is a summary of key steps:

1. Oversee Project spending compared to the approved Village budget. Approve all cost-sharing agreements and change orders, as well as applicable County costs under Section IV below, ensuring total approved costs are within the approved Village budget(s).
2. Create targeted area maps to serve as initial priorities for County landowner contacts.
3. Visit individual sites, either at the request of the County, or as determined necessary by the Village, to verify Village support for a proposed BMP cost-sharing agreement.
4. Review, approve and process payments for approved landowner cost-share agreement reimbursement requests under sub. III(d)10. below, and County costs under Section IV below, ensuring consistency with approved costs under sub. 1 above.
5. Maintain all landowner cost-share agreement records as needed for audit purposes.
6. Monitor and report Project accomplishments. Complete pollutant load reduction modeling that may be needed to demonstrate progress toward AM Plan goals.
7. Upon request, assist the County in resolving any disputes with landowners or contractors during Project implementation.

SECTION III COUNTY RESPONSIBILITIES

(a) Primary Representative. The County assigns Alan Barrows, Land Resources Manager to serve as PR for the County for the Project. Other County staff assignments are listed below.

1. For landowner cost-sharing agreements: Kelsey Wallisch, Conservation Specialist; 262-896-8306; kwallisch@waukeshacounty.gov.

(b) Ownership Disclaimer. The County is not the owner of the Project. County involvement is strictly limited to the duties described in this Agreement.

(c) Contracts and Agreements.

1. Coordinate execution of this Agreement.
2. Upon request, assist the Village with developing BMP cost-sharing rates, policies, procedures, and landowner agreement forms.

3. Complete landowner cost-sharing agreements provided by the Village for BMP installation and send to the Village for approval.
4. Provide the Village with language to incorporate into the template working agreements for BMP installations, as needed to clarify the role and responsibilities of the County. Complete working agreements, following the approved Village template, and coordinate execution by all parties before BMP installation where applicable.

(d) Project Implementation. Lead field implementation of the Project following adopted Village policies, procedures, and forms. Below is a summary of key steps:

1. Upon request, attend Project meetings with the Village.
2. Upon request, assist the Village with public informational meetings, the development of educational materials, a web page or presentations on the Project to facilitate landowner cost-sharing agreements.
3. Review available resource inventories and office files in preparation to contact targeted landowners.
 - a. Contact landowners targeted by the Village to discuss their potential participation in the Project.
 - b. Identify other potential landowners to target for the Project and obtain approval from the Village regarding their eligibility for Village cost-sharing.
4. Conduct detailed field inventories, soil investigations, site surveys and other field work as needed to plan and design BMP installations.
5. Prepare preliminary site plans and BMP designs to use for executing landowner BMP cost-share agreements.
6. Complete template landowner cost-share agreements and maintenance agreements provided by the Village. Coordinate execution by the landowner and send to the Village for approval.
7. Coordinate with the landowner on the implementation of BMPs identified in the cost-sharing agreement, including executing a working agreement and preparing a construction inspection plan, as needed.
8. Assist the landowner with any bidding process that may be involved in obtaining quotes for BMP implementation.
 - a. Recommend acceptance of bids by the landowner, advising them of applicable Village cost containment policies.
9. Oversee and verify BMP installation, including the following, as needed or applicable:

- a. Coordinate and participate in preconstruction meetings and review any executed working agreement.
 - b. Prepare and execute construction inspection plans.
 - c. Coordinate applicable permit processes.
 - d. Coordinate the marking of applicable utilities.
 - e. Review, approve and document change orders during construction that affect the project scope or costs, requesting Village approval as needed.
10. Collect cost documentation from the landowner, review for consistency with applicable plans and bids, and submit to the Village along with other documentation needed to process a cost-sharing reimbursement request, including BMP verification. Recommend action by the Village.
 11. Record through the Waukesha County Register of Deeds any BMP maintenance documents required by the Village.
 12. Set up and lead closing meetings as needed to distribute cost-sharing payments from the Village to the landowner. Collect lean waivers from contractor(s) as needed.
 13. Assist in resolving disputes between landowners and contractors, consulting with the Village as needed.
 14. Upon request, provide the Village readily available data needed to complete pollutant load reduction modeling. (Note: The County will not conduct any soil sampling or testing, but will coordinate it upon request.)
 15. Track County staff time spent on the Project and any associated out-of-pocket expenses. The County is responsible for all costs associated with the responsibilities outlined in this section, subject to reimbursement under Section IV below.
 16. Provide other Project assistance to the Village as mutually agreed.

SECTION IV REIMBURSEMENT OF COSTS

It is understood by the Parties that future time commitments to the Project depend largely on landowner interest. The County agrees to track County staff time spent on the Project. As a component of existing nonpoint pollution abatement programs, the County is willing to absorb the costs of up to 300 hours per year of existing County staff time spent on the Project at no cost to the Village. All County staff time spent on the Project over and above 300 hours per year shall be reimbursed by the Village at a rate of \$60 per hour, subject to annual adjustment in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) – Midwest Region. The County shall provide the Village a 30-day written notice prior to incurring any reimbursable County staff hours and shall thereafter report staff time spent on the Project to the Village quarterly, including hours spent on the project, staff name, and category of work.

The Village shall be responsible for all County out-of-pocket costs spent on the Project, which shall be reimbursed by the Village upon prior approval by the Village PR. County shall invoice the Village quarterly (calendar year) for all reimbursable costs. Village payment will be made within thirty (30) days after receipt of a properly documented invoice. Failure of the Village to reimburse the County for any invoiced costs in accordance with this Agreement shall be grounds for termination of this Agreement under Section VII(a).

If the Village fails to provide adequate up-front funding under Section II, the County is not obligated to provide any services described in Section III beyond the 300 hours described in this section.

SECTION V STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

- (a) Cooperation. The Parties are entering this Agreement with a full understanding that the success of the Project depends upon the commitment of the Parties to work diligently and cooperatively to accomplish their mutual objectives. In order to do so, the Parties agree to each use their good faith best efforts to implement and carry out this Agreement.
- (b) Resolution of Disputes. The Parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in the spirit of cooperation consistent with the intent of this Agreement. When a disputed issue arises, the PRs shall commence negotiations with respect thereto. If the issue cannot be satisfactorily resolved within thirty (30) days of commencement of negotiations, the Village and the County may mutually agree to mediation or either Party may pursue any available remedy in law or equity.

SECTION VI INDEMNIFICATION AND DEFENSE OF SUITS

The Parties agree to indemnify, hold harmless, and defend each other, their officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expenses, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of either Party, their employees, agents or subcontractors in the performance of services associated with this Agreement.

Nothing in this Agreement, including but not limited to the indemnification terms, shall in any way constitute a waiver by the Parties of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to the Parties under Section 893.80, Wisconsin Statutes, or any other applicable statute or other law.

SECTION VII TERMINATION

- (a) Termination for Cause. Notwithstanding Section I, but subject to Section V(b), failure of any Party to perform its material obligations under this Agreement shall constitute a breach entitling the non-breaching Party to terminate this Agreement if within thirty (30) days of receipt of written notice of the breach, the breaching Party has not cured the breach. If the breaching Party is diligently pursuing a cure but such cure cannot reasonably be accomplished within thirty (30) days, the breaching Party may seek permission from the

non-breaching Party for up to an additional thirty (30) days to cure the breach, and such permission shall not be unreasonably withheld, conditioned, or delayed.

(b) Termination Without Cause.

1. Notwithstanding Sections I and V(a), either Party may terminate this Agreement at any time upon a 90-day written notice. Upon termination, the terminating Party shall be responsible for notifying affected homeowners.
2. Insufficiency of continued resources shall be an event for termination without breach. If sufficient grant funding is not awarded to either or both Parties, the terminating Party shall notify the other and the Agreement shall terminate without 90-day written notice at end of funding cycle.

SECTION VIII MISCELLANEOUS PROVISIONS

- (a) Entire Agreement. The entire agreement of the Parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes any other intergovernmental cooperation agreement on this subject matter, including but not limited to any and all related oral negotiations.
- (b) Modification. This Agreement may only be modified by a writing signed by both parties and identified as an amendment to or modification of this Agreement.
- (c) Authorization. This Agreement is entered into by the Parties pursuant to authority granted under section 66.0301, Wis. Stats., and other provisions of the Wisconsin Statutes. By resolution, ordinance or other action adopted by its governing body, each Party has authorized and directed their representatives to enter this Agreement on behalf of the Party.
- (d) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of the provisions of this Agreement.
- (e) Governing Law. This Agreement is entered into and shall be construed in accordance with the laws of the State of Wisconsin.
- (f) Severability. If any provision of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed as if the invalid or unenforceable provision had been deleted from the Agreement and the balance of the Agreement shall continue in full force and effect.
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- (h) Notices. Any notices required or permitted under this Agreement shall be in writing and shall be considered given upon delivery, if personally delivered or emailed with evidence thereof, or one (1) business day after deposit with a nationally recognized commercial courier, or two (2) business days after deposit in the United States Postal Service, certified or registered mail, postage prepaid, in all cases addressed to the following:

If to Waukesha County:

Dale Shaver, Director
Department of Parks and Land Use
515 W. Moreland Blvd.
Waukesha, WI 53188
dshaver@waukeshacounty.gov

If to the Village of Mukwonago:

Dave Brown, Utility Director
Village of Mukwonago
1200 Holz Parkway
Mukwonago, WI 53149
dbrown@villageofmukwonago.com

- (i) No Assignment. Except as noted in Section I(d), no Party to this Agreement may assign its interest in this Agreement to any other entity without the express written consent of the other Party.
- (j) Force Majeure. Except as otherwise specifically provided herein, no Party shall be considered in default in the performance of any of its obligations under this Agreement when there is an occurrence of an event of Force Majeure and the result is a delay or failure to perform the obligation, and no Party shall be liable to the other for any loss or damage suffered as a result of such delay or failure. If performance is delayed or rendered impossible by an event of Force Majeure, the Party claiming a Force Majeure event shall immediately give notice to the other Party of the nature of such conditions, the extent of the delay expected, and the estimated capital costs to resume performance, and shall use its best efforts to promptly resume performance. If the expected delay is greater than twenty-one (21) days, the Party receiving the notice shall have the right to terminate this Agreement by giving written notice to the other Party. "Force Majeure," as used herein, shall mean any condition affecting a Party in connection with this Agreement, which condition is beyond the reasonable control of the Party, including without limitation: acts of God, natural disaster, flood, fire, riot explosion, war or actions or decrees of governmental bodies.
- (k) Counterparts. This Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

The Village of Mukwonago and Waukesha County have duly approved this Agreement and authorized its execution as set forth below:

For the Village of Mukwonago:

Fred Winchowky, Village President

Date

For Waukesha County:



Dale R. Shaver, Director
Department of Parks and Land Use

3-3-21

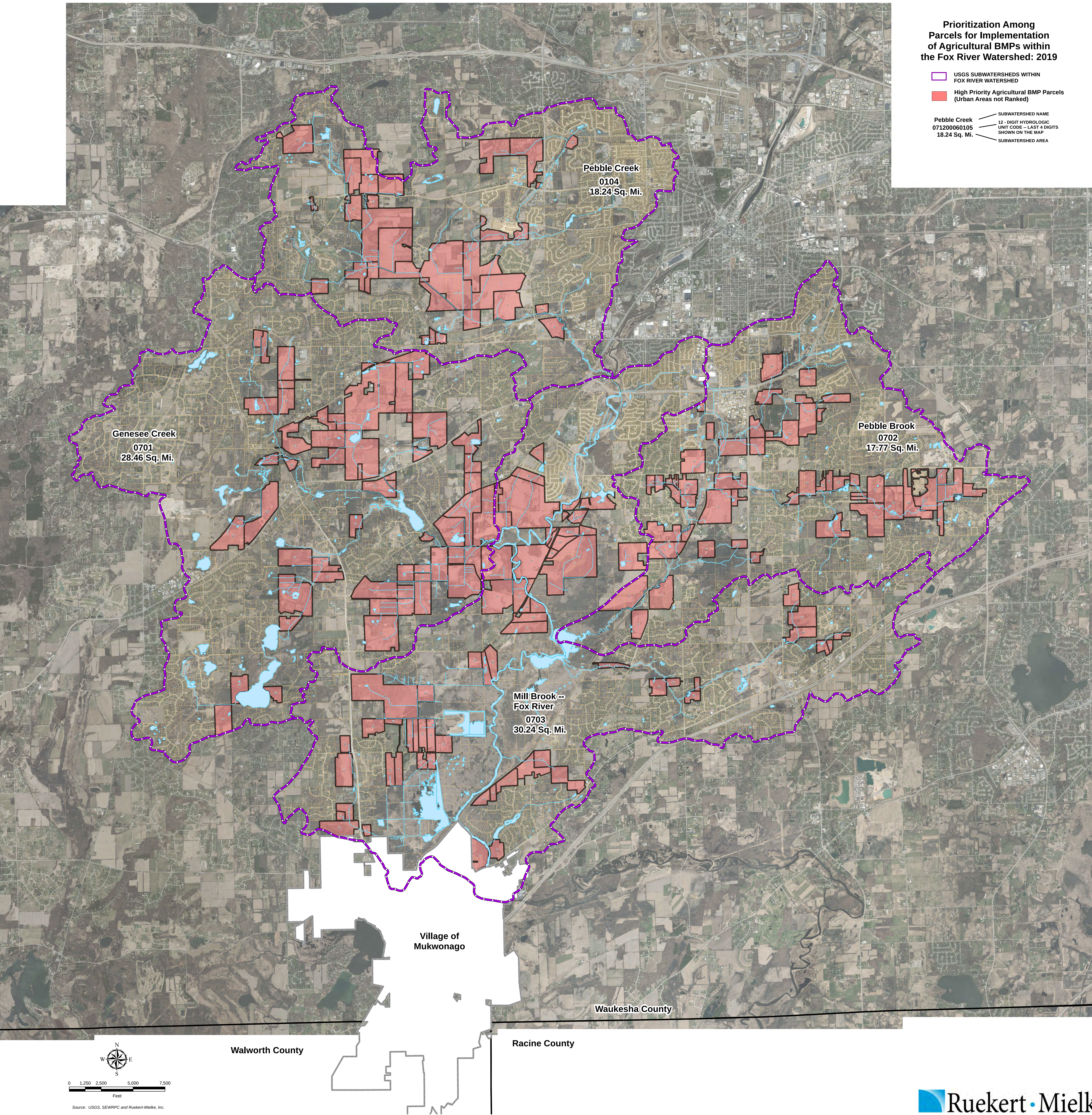
Date

Appendix B

Critical Source Area Prioritization Exhibit

**Prioritization Among
Parcels for Implementation
of Agricultural BMPs within
the Fox River Watershed: 2019**

- USGS SUBWATERSHEDS WITHIN
FOX RIVER WATERSHED
 - High Priority Agricultural BMP Parcels
(Urban Areas not Ranked)
- SUBWATERSHED NAME
Pebble Creek
071200060105
18.24 Sq. Mi.
- 12 - DIGIT HYDROLOGIC
UNIT CODE -- LAST 4 DIGITS
SHOWN ON THE MAP
SUBWATERSHED AREA



Appendix C

Monitoring Data Summary

Total Phosphorous [mg/L]

Fox River Sites	SWIMS Site ID	Plot ID	5/16/2018	6/15/2018	7/16/2018	8/16/2018	9/17/2018	10/16/2018
Fox Rvr @ Cty. I	653104	1	0.092	0.141	0.110	0.130	0.140	0.088
Fox Rvr @ Cty. ES	10046937	2	0.082	0.131	0.114	0.111	0.144	0.054
Fox Rvr @ I-43	10053143	3						
Fox Rvr @ Center	683207	4		0.0413	0.0748	0.0774	0.111	0.159
Fox Rvr @ Cty. L	10046947	5	0.075	0.102	0.115	0.080	0.112	0.047
Fox Rvr @ Hwy 20/36/83	10032437	6	0.107	0.090	0.136	0.094	0.096	0.041

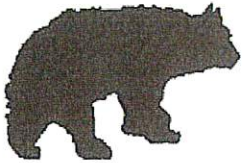
Mukwanago River Sites	SWIMS Site ID	Plot ID	5/16/2018	6/15/2018	7/16/2018	8/16/2018	9/17/2018	10/16/2018
Mukwanago Rvr @ Hwy. 83	10032435	7	0.022	0.018	0.016	0.018	0.016	0.008

Fox River Sites	SWIMS Site ID	Plot ID	5/16/2019	6/17/2019	7/16/2019	8/16/2019	9/16/2019	10/16/2019
Fox Rvr @ Cty. I	653104	1	0.126	0.092	0.105	0.126	0.144	0.108
Fox Rvr @ Cty. ES	10046937	2	0.126	0.100	0.138	0.109	0.098	0.069
Fox Rvr @ I-43	10053143	3	0.070	0.073	0.154	0.094	0.079	0.043
Fox Rvr @ Center	683207	4	0.130	0.078	0.103	0.090	0.088	0.058
Fox Rvr @ Cty. L	10046947	5	0.078	0.079	0.126	0.096	0.075	0.044
Fox Rvr @ Hwy 20/36/83	10032437	6	0.116	0.086	0.130	0.087	0.063	0.041

Mukwanago River Sites	SWIMS Site ID	Plot ID	5/16/2019	6/17/2019	7/16/2019	8/16/2019	9/16/2019	10/16/2019
Mukwanago Rvr @ Hwy. 83	10032435	7	0.042	0.014	0.010	0.013	0.012	0.007

Fox River Sites	SWIMS Site ID	Plot ID	5/15/2020	6/15/2020	7/15/2020	8/18/2020	9/16/2020	10/15/2020
Fox Rvr @ Cty. I	653104	1	0.138	0.074	0.170	0.114	0.220	0.110
Fox Rvr @ Cty. ES	10046937	2	0.108	0.111	0.139	0.113	0.089	0.088
Fox Rvr @ I-43	10053143	3	0.095	0.075	0.119	0.083	0.066	0.064
Fox Rvr @ Center	683207	4	0.093	0.086	0.138	0.103	0.070	0.072
Fox Rvr @ Cty. L	10046947	5	0.092	0.084	0.163	0.126	0.058	0.071
Fox Rvr @ Hwy 20/36/83	10032437	6	0.048	0.131	0.123	0.118	0.028	0.053

Mukwanago River Sites	SWIMS Site ID	Plot ID	5/15/2020	6/15/2020	7/15/2020	8/18/2020	9/16/2020	10/15/2020
Mukwanago Rvr @ Hwy. 83	10032435	7	0.018	0.013	0.016	0.020	0.015	0.019



Committee/Board:	Utilities Committee
Topic:	Intergovernmental Cooperation Agreement with Waukesha County (Adaptive Management Program)
From:	Mark Van Weelden – Ruekert & Mielke, Inc; David Brown – Utility Director
Department:	Wastewater Utility
Presenter:	Mark Van Weelden – Ruekert & Mielke, Inc; David Brown – Utility Director
Date of Committee Action (if required):	April 7, 2021
Date of Village Board Action (if required):	April 21, 2021

Information

Subject: Review and approval of the Intergovernmental Cooperation Agreement (IGA) between Waukesha County and the Village of Mukwonago related to Adaptive Management Program assistance and implementation.

Background Information/Rationale: As part of the Village's Adaptive Management Plan, the Village identified the Waukesha County Land and Water Conservation Department as a key partner for program implementation and success. The attached IGA outlines the working agreement between the Village and the County, including the definition of responsibilities for both parties and an offer by the County of 300 hours of donated time per year. The County will be a key facilitator of non-point (mainly agricultural) pollution control projects in the watershed upstream of the Village which aligns with program goals as well as the County's objectives.

Key Issues for Consideration: Review of the IGA was conducted by Village of Mukwonago Wastewater Utility staff, Ruekert & Mielke, Inc. personnel, County staff, and Mark Blum, Village Attorney. We are requesting that the Board also review the agreement and provide a signature in support of the agreement.

Fiscal Impact (If any): The County has agreed to absorb costs up to 300 hours annually. We feel that this is generous amount of time to contribute and will likely cover program activity for the foreseeable future. Any additional time beyond 300 hours will be charged to the Village at a rate of \$60/hour.

Requested Action by Committee/Board: Committee of the Whole to make a motion to approve the IGA and give the Village President pre-approval to provide a signature with final approval occurring at the Village Board meeting on April 21, 2021.

Attachments

Intergovernmental Cooperation Agreement dated February 26, 2021.

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF MUKWONAGO AND WAUKESHA COUNTY**

Regarding Implementing the Village's Adaptive Management Plan

This Intergovernmental Cooperation Agreement ("Agreement") is between the Village of Mukwonago, a municipal corporation ("Village") and Waukesha County, a body corporate and politic ("County"). The Village and County may be referred to individually or collectively in this Agreement as the "Party" or "Parties" respectively.

RECITALS

WHEREAS, as part of its discharge permit for the Village's wastewater treatment plant, the Village received conditional approval from the Wisconsin Department of Natural Resources in May 2020 to implement an Adaptive Management Plan ("AM Plan" or "Project"); and

WHEREAS, the AM Plan aims to improve the surface water quality of the Fox River by controlling upstream agricultural nonpoint sources instead of investing in significant upgrades to the Village's wastewater treatment plant to meet new phosphorous discharge limits; and

WHEREAS, the Waukesha County Department of Parks and Land Use - Land Resources Division ("County") and the Village have a common interest in agricultural nonpoint source water pollution abatement, soil health, land conservation, and the installation of best management practices ("BMPs").

NOW THEREFORE, in consideration of these premises, the Village and the County, under the authority of section 66.0301 Wis. Stats., agree to cooperate on implementing the AM Plan as follows:

**SECTION I
GENERAL AGREEMENT**

- (a) Purpose. The purpose of this Agreement is to summarize and clarify roles and responsibilities of the Village and the County during implementation of the AM Plan.
- (b) Scope of Services. The scope of services under this Agreement includes but is not limited to: targeting sites for BMP installation, contacting targeted landowners, executing cost-sharing agreements, planning and designing BMPs, bidding out BMP construction, executing construction contracts, overseeing and verifying BMP construction, and tracking and reporting program activities and accomplishments.
- (c) Term. The term of this Agreement shall be from the last date of execution until December 31, 2029, unless extended by written amendment.
- (d) Primary Representatives (PR). The Village and the County shall each assign a person to serve as their Primary Representative during the execution of this Agreement. The role of the PR is to advise, facilitate decision making and workflows, resolve problems and otherwise represent the Village or County during implementation of the AM Plan. The PR

may designate other people to serve as the main contact for certain tasks, but the PR maintains the stated responsibilities. Any changes in the PR designation shall be in writing to the other Party.

SECTION II VILLAGE RESPONSIBILITIES

- (a) Primary Representative. The Village assigns Wayne Castle, Village of Mukwonago Utilities to serve as the PR for the Village. Email: wcastle@villageofmukwonago.com; Phone: (262) 441-1366.

1. Project technical advisor: Mark Van Weelden, Project Engineer at Ruekert & Mielke, Inc. to serve as a secondary contact for the Village. Phone: 262-953-3050; Email: mvanweelden@ruekert-mielke.com.

- (b) Project Owner. The Village is the owner of the AM Plan. This Agreement does not absolve the Village of their responsibilities for the AM Plan in any way, including but not limited to the Village's wastewater treatment plant discharges, financial and legal responsibilities, independent oversight, review and monitoring of the Project, and assuring compliance with applicable local, state, and federal laws and regulations.

- (c) Funding, Contracts, Policies and Agreements.

1. Approve an annual budget for the Project and notify the County of available funding.
2. Approve professional service contracts as needed to implement this Agreement.
3. Develop and approve a landowner cost-sharing agreement template between the landowner and the Village.
4. Approve BMP cost-sharing rates, policies, and procedures for landowner cost-sharing agreements, such as:
 - i. Documentation of costs and cost containment procedures
 - ii. Change order forms and procedures
 - iii. BMP verification
5. Approve individual landowner cost-share agreements for BMP installation.
6. Draft, approve the template for, and execute working agreements for BMP installations, incorporating language provided by County, as needed to clarify roles and responsibilities of all parties (i.e. landowner, contractor, County and Village, depending on the BMP).

- (d) Public information and Education.

1. Promote the Project by working with the County to develop a web page and landowner educational materials.

2. Manage any media requests on the Project.
3. Provide periodic Project status updates to local elected officials and the general public.

(e) Project Oversight and Support. Oversee implementation of the Project following adopted Village policies, procedures, and forms. Below is a summary of key steps:

1. Oversee Project spending compared to the approved Village budget. Approve all cost-sharing agreements and change orders, as well as applicable County costs under Section IV below, ensuring total approved costs are within the approved Village budget(s).
2. Create targeted area maps to serve as initial priorities for County landowner contacts.
3. Visit individual sites, either at the request of the County, or as determined necessary by the Village, to verify Village support for a proposed BMP cost-sharing agreement.
4. Review, approve and process payments for approved landowner cost-share agreement reimbursement requests under sub. III(d)10. below, and County costs under Section IV below, ensuring consistency with approved costs under sub. 1 above.
5. Maintain all landowner cost-share agreement records as needed for audit purposes.
6. Monitor and report Project accomplishments. Complete pollutant load reduction modeling that may be needed to demonstrate progress toward AM Plan goals.
7. Upon request, assist the County in resolving any disputes with landowners or contractors during Project implementation.

SECTION III COUNTY RESPONSIBILITIES

(a) Primary Representative. The County assigns Alan Barrows, Land Resources Manager to serve as PR for the County for the Project. Other County staff assignments are listed below.

1. For landowner cost-sharing agreements: Kelsey Wallisch, Conservation Specialist; 262-896-8306; kwallisch@waukeshacounty.gov.

(b) Ownership Disclaimer. The County is not the owner of the Project. County involvement is strictly limited to the duties described in this Agreement.

(c) Contracts and Agreements.

1. Coordinate execution of this Agreement.
2. Upon request, assist the Village with developing BMP cost-sharing rates, policies, procedures, and landowner agreement forms.

3. Complete landowner cost-sharing agreements provided by the Village for BMP installation and send to the Village for approval.
4. Provide the Village with language to incorporate into the template working agreements for BMP installations, as needed to clarify the role and responsibilities of the County. Complete working agreements, following the approved Village template, and coordinate execution by all parties before BMP installation where applicable.

(d) Project Implementation. Lead field implementation of the Project following adopted Village policies, procedures, and forms. Below is a summary of key steps:

1. Upon request, attend Project meetings with the Village.
2. Upon request, assist the Village with public informational meetings, the development of educational materials, a web page or presentations on the Project to facilitate landowner cost-sharing agreements.
3. Review available resource inventories and office files in preparation to contact targeted landowners.
 - a. Contact landowners targeted by the Village to discuss their potential participation in the Project.
 - b. Identify other potential landowners to target for the Project and obtain approval from the Village regarding their eligibility for Village cost-sharing.
4. Conduct detailed field inventories, soil investigations, site surveys and other field work as needed to plan and design BMP installations.
5. Prepare preliminary site plans and BMP designs to use for executing landowner BMP cost-share agreements.
6. Complete template landowner cost-share agreements and maintenance agreements provided by the Village. Coordinate execution by the landowner and send to the Village for approval.
7. Coordinate with the landowner on the implementation of BMPs identified in the cost-sharing agreement, including executing a working agreement and preparing a construction inspection plan, as needed.
8. Assist the landowner with any bidding process that may be involved in obtaining quotes for BMP implementation.
 - a. Recommend acceptance of bids by the landowner, advising them of applicable Village cost containment policies.
9. Oversee and verify BMP installation, including the following, as needed or applicable:

- a. Coordinate and participate in preconstruction meetings and review any executed working agreement.
 - b. Prepare and execute construction inspection plans.
 - c. Coordinate applicable permit processes.
 - d. Coordinate the marking of applicable utilities.
 - e. Review, approve and document change orders during construction that affect the project scope or costs, requesting Village approval as needed.
10. Collect cost documentation from the landowner, review for consistency with applicable plans and bids, and submit to the Village along with other documentation needed to process a cost-sharing reimbursement request, including BMP verification. Recommend action by the Village.
 11. Record through the Waukesha County Register of Deeds any BMP maintenance documents required by the Village.
 12. Set up and lead closing meetings as needed to distribute cost-sharing payments from the Village to the landowner. Collect lean waivers from contractor(s) as needed.
 13. Assist in resolving disputes between landowners and contractors, consulting with the Village as needed.
 14. Upon request, provide the Village readily available data needed to complete pollutant load reduction modeling. (Note: The County will not conduct any soil sampling or testing, but will coordinate it upon request.)
 15. Track County staff time spent on the Project and any associated out-of-pocket expenses. The County is responsible for all costs associated with the responsibilities outlined in this section, subject to reimbursement under Section IV below.
 16. Provide other Project assistance to the Village as mutually agreed.

SECTION IV REIMBURSEMENT OF COSTS

It is understood by the Parties that future time commitments to the Project depend largely on landowner interest. The County agrees to track County staff time spent on the Project. As a component of existing nonpoint pollution abatement programs, the County is willing to absorb the costs of up to 300 hours per year of existing County staff time spent on the Project at no cost to the Village. All County staff time spent on the Project over and above 300 hours per year shall be reimbursed by the Village at a rate of \$60 per hour, subject to annual adjustment in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) – Midwest Region. The County shall provide the Village a 30-day written notice prior to incurring any reimbursable County staff hours and shall thereafter report staff time spent on the Project to the Village quarterly, including hours spent on the project, staff name, and category of work.

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Nothing in this Agreement, including but not limited to the indemnification terms, shall in any way constitute a waiver by the Parties of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to the Parties under Section 893.80, Wisconsin Statutes, or any other applicable statute or other law.

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dshaver@waukeshacounty.gov

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Dave Brown, Utility Director
Village of Mukwonago
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Mukwonago, WI 53149
dbrown@villageofmukwonago.com

- (i) No Assignment. Except as noted in Section I(d), no Party to this Agreement may assign its interest in this Agreement to any other entity without the express written consent of the other Party.
- (j) Force Majeure. Except as otherwise specifically provided herein, no Party shall be considered in default in the performance of any of its obligations under this Agreement when there is an occurrence of an event of Force Majeure and the result is a delay or failure to perform the obligation, and no Party shall be liable to the other for any loss or damage suffered as a result of such delay or failure. If performance is delayed or rendered impossible by an event of Force Majeure, the Party claiming a Force Majeure event shall immediately give notice to the other Party of the nature of such conditions, the extent of the delay expected, and the estimated capital costs to resume performance, and shall use its best efforts to promptly resume performance. If the expected delay is greater than twenty-one (21) days, the Party receiving the notice shall have the right to terminate this Agreement by giving written notice to the other Party. "Force Majeure," as used herein, shall mean any condition affecting a Party in connection with this Agreement, which condition is beyond the reasonable control of the Party, including without limitation: acts of God, natural disaster, flood, fire, riot explosion, war or actions or decrees of governmental bodies.
- (k) Counterparts. This Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof.

The Village of Mukwonago and Waukesha County have duly approved this Agreement and authorized its execution as set forth below:

For the Village of Mukwonago:

Fred Winchowky, Village President

Date

For Waukesha County:



Dale R. Shaver, Director
Department of Parks and Land Use

3-3-21

Date



Committee/Board:	Committee of the Whole
Topic:	American Water Infrastructure Act
From:	Dave Brown
Department:	Water/Sewer
Presenter:	Dave Arnott, R/M
Date of Committee Action (if required):	4/07/2021
Date of Village Board Action (if required):	4/21/2021

Information

Subject: American Water Infrastructure Act with its two parts:

1. Risk and Resilience Assessment
2. Emergency Response Plan

Background Information/Rationale: The Risk and Resilience Assessment and Emergency Response Plan will identify malevolent acts and natural hazards that threaten the Village water system. This program is required by the EPA. The EPA's checklist will be utilized to identify risks and their impacts. The Emergency Response Plan will provide strategies and procedures that can be implemented if a malevolent act or natural hazard threatens the community water system. Information from the Risk and Resilience Assessment will be incorporated into the Emergency Response Plan.

Key Issues for Consideration: The Risk and Resilience Assessment must be completed by June 20, 2021.

Fiscal Impact (If any): The budget cost of the project is \$10,978.00.

Requested Action by Committee/Board: Approve R/M Task Order 2021-01.

Attachments

Cover letter dated March 9, 2021. Task Order 2021-01.

March 9, 2021

Mr. Dave Brown
Utility Director
Village of Mukwonago
440 River Crest Court
Mukwonago, Wisconsin 53149

Re: EPA Risk and Resilience Assessment and Emergency Response Plan

Dear Dave,

Thank you for allowing Ruekert & Mielke, Inc. (R/M) to present a Task Order for the EPA's Risk and Resilience Assessment and Emergency Response Plan in accordance with America's Water Infrastructure Act (AWIA) of 2018. The Risk and Resilience Assessment and Emergency Response Plan will identify malevolent acts and natural hazards that threaten the water system. The EPA's checklist will be utilized to identify risks and their impacts. The Emergency Response Plan will provide strategies and procedures that can be implemented if a malevolent act or natural hazard threatens the community water system. Information from the Risk and Resilience Assessment will be incorporated into the Emergency Response Plan.

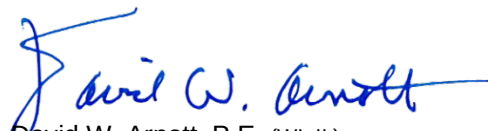
The quality and effectiveness of the above plan depends in large part on the level of communication between R/M and the Village. To this end, we have included a total of five in-person meetings for this project. These meetings will allow for optimal communication and information sharing on your water facilities and operations in the Village.

In addition, we are proposing for R/M to take the lead and fill out the forms in this project firsthand with Village review (we do not expect the Village to fill out the forms). We understand you and your staff are extremely busy with the day-to-day water and wastewater operations of the Village. We can complete the forms efficiently and accurately based on our experience with this program.

Once again, thank you for this opportunity.

Respectfully,

RUEKERT & MIELKE, INC.



David W. Arnott, P.E. (WI, IL)
Team Leader/Senior Project Manager
darnott@ruekert-mielke.com

DWA:sjs

cc: Wayne Castle, Village of Mukwonago
Jerad J. Wegner, P.E., Ruekert & Mielke, Inc.

TASK ORDER

This is Task Order No. 2021-01,
consisting of 4 pages
Village of Mukwonago
*EPA Risk and Resilience Assessment
and Emergency Response Plan*

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: EPA Risk and Resilience Assessment and Emergency Response Plan
- B. Description: The scope of the project is to provide a Risk and Resilience Assessment and Emergency Response Plan of the Village's community water system that will comply with the requirements of America's Water Infrastructure Act (AWIA) of 2018. The Risk and Resilience Assessment and Emergency Response Plan will identify malevolent acts and natural hazards that threaten the water system. The EPA's checklist will be utilized to identify risks and their impacts. The Emergency Response Plan will provide strategies and procedures that can be implemented in the event that a malevolent act or natural hazard threatens the community water system. Information from the Risk and Resilience Assessment will be incorporated into the Emergency Response Plan.

2. Services of Engineer

Risk and Resilience Assessment

- a. Meet with Village Staff (in person) to identify assessments required to be evaluated as part of AWIA Risk and Resilience Assessment.
- b. Facilitate baseline and Risk Assessment meeting (in person) with Village Water Staff.
- c. Complete Risk and Resilience Assessment Checklist based on Malevolent Acts and Natural Hazards.
- d. Meet with Village Staff to identify countermeasures that could be implemented to reduce risk and increase resilience.
- e. Finalize CWS Risk and Resilience Assessment and provide copy to Village.
- f. Assist the Village to submit verification letter to EPA, prior to June 30, 2021.

Emergency Response Program

- a. Download Emergency Response Plan (ERP) document template from EPA website.
- b. Populate ERP document with basic water identification information.
- c. Meet with Village (two in-person meetings)
- d. List and describe capacity or function of all primary system components. This includes wells, storage tanks, pumping stations, water treatment facilities, chemical storage facilities, and any other key facilities.
- e. Identify and list nearby industrial chemical production facilities that could impact the Village during accidental releases or natural disasters. Include distance to each facility and the likely chemical exposure pathway.
- f. List location and quantity of Village safety information and materials. (e.g., PPE, emergency food supplies, toxic material handling equipment).
- g. List other Village safety information.
- h. Provide an inventory of all available emergency response equipment including backup generators, backup pumps, extra fuel, etc.
- i. List key local emergency and logistical services.

TASK ORDER

- j. Determine and list emergency response roles based on personnel list. Roles should describe specific responsibilities for different kinds of emergencies.
- k. Identify emergency response roles of local, state, and federal partnered organizations.
- l. Provide contact information for all internal members with emergency response roles.
- m. Provide contact information for all external members with emergency response roles.
- n. List critical customers of the Village water system, based on reliance or usage, who should be contacted with priority in the case of an emergency.
- o. Provide inventory of Village communications equipment, e.g., radios.
- p. List contact information for any media outlet that the Village may coordinate with to notify customers.
- q. Insert public notification document template. Check that the template is compliant with state regulations.
- r. Identify and list core procedures in the case of a malevolent act or natural hazard, largely based upon the Risk and Resilience Assessment.
- s. Identify and list incident-specific procedures that are not part of core procedures, largely based upon the Risk and Resilience Assessment.
- t. List alternative source water options and any interconnected utilities that can provide water in the case of an emergency, largely based upon the Risk and Resilience Assessment.
- u. List any other mitigation actions or controls implemented at the Village to prevent against threats, largely based upon the Risk and Resilience Assessment.
- v. List the Village's detection strategies and methods for identifying different hazards, largely based upon the Risk and Resilience Assessment.
- w. Coordinate with Village to gain any information to complete any outlying items in the ERP.
- x. QA/QC the ERP

3. Owner's Responsibilities

Owner will be responsible to coordinate closely with the Engineer to share existing water, safety equipment and emergency operations documents and practices.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
Risk and Resilience Assessment	June 30, 2021
Emergency Response Plan	August 15, 2021

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<u>Category of Services</u>	<u>Compensation Method</u>	<u>Lump Sum, or Estimate of Compensation for Services</u>
Risk and Resilience Assessment and Emergency Response Program	Lump Sum	\$10,978

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

None.

9. Documents Incorporated by Reference

Ruekert & Mielke, Inc. / Village of Mukwonago Master Agreement

TASK ORDER

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to terms and conditions, (as modified above) set forth in the Master Engineering Agreement Amendment between Owner and Engineer, dated 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

Signature: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

Signature: Steven C. Wurster Digitally signed by Steven C. Wurster
Date: 2021.03.09 14:10:31 -06'00'

Name: Steven C. Wurster, P.E.

Title: Senior Vice President/COO

Date: March 9, 2021

DESIGNATED REPRESENTATIVE FOR TASK ORDER

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Fax: _____

Name: David W. Arnott

Title: Team Leader / Senior Project Manager

Address: W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Email: darnott@ruekert-mielke.com

Phone: 262-953-3080

Fax: 262-542-5631



Committee/Board:	Committee of the Whole
Topic:	TID 5 ACEC Engineering Excellence State Finalist
From:	Jerad Wegner
Department:	Engineering
Presenter:	Jerad Wegner
Date of Committee Action (if required):	April 7, 2021
Date of Village Board Action (if required):	N/A

Information

Subject: TID 5 Engineering Excellence State Finalist from American Council of Engineering Companies

Background Information/Rationale: The Village's Business Park TID 5 was a recent recipient of the Engineering Excellence State Finalist award from the American Council of Engineering Companies. R/M worked with the Village to summarize the collaborative efforts in an application for this annual award and were notified that it was chosen as a State Finalist.

See the following website for additional details:

<https://www.acecwi.org/news/the-village-of-mukwonago-business-park-tid-5>

Key Issues for Consideration: N/A

Fiscal Impact (If any): N/A

Requested Action by Committee/Board: No action, for information only.

Attachments



Agenda Item Cover Report

Date: March 24, 2021	Committee/Board: Protective Services Board
Submitted by: Chief Kevin Schmidt Chief Jeff Stien	Department: Police Department Fire Department
Date of Committee Action: April 7, 2021	Date of Village Board Action: April 21, 2021

Subject:

Motion to recommend to the Village Board to authorize the Village President to sign the agreement with Wisconsin Department of Transportation for the installation of Emergency Vehicle Pre-Emption Devices on traffic standards at the intersection of STH 83 & CTH LO.

Executive Summary:

Since 2013, we have been installing emergency vehicle pre-emption (EVP) devices at controlled intersections on STH 83 in the Village. This system will allow police and fire vehicles to activate the system when approaching the intersection, changing the lights to give the emergency vehicles a green lights when it gets to the intersection.

The EVP system will be available to emergency vehicles in all four (4) directions of STH 83, CTH LO/Pearl Avenue. With this installation, all current traffic standard controlled intersections on STH 83 throughout the Village will have the EVP system.

Fiscal Impact:

The installation for this project is estimated at \$10,351.10. The cost will be split among the police and fire department. The Police Department will pay for its share using the Pro Health yearly contribution fund. Fire Department funds for this were approved as part of the 2020 budget settlement.

Executive Recommendation/Action:

Authorize the Village President to sign the attached letter and agreements with the Wisconsin Department of Transportation.

☒ **Attachments Included**

Kevin Schmidt

From: Gates, Jarrett M - DOT <Jarrett.Gates@dot.wi.gov>
Sent: Monday, February 22, 2021 2:04 PM
To: Chief Jeff Stien; Kevin Schmidt
Cc: Ron Bittner; Daniel Streit; Christopher DeMotto; Robert Kreiser
Subject: RE: EVP - STH 83 & CTH LO
Attachments: 83 & Pearl EVP Estimate.pdf

Good morning Chief Schmidt,

Attached is the estimate for EVP in all four directions at STH 83 & CTH LO. I think the tree trimming to preserve sight lines will be very helpful. For visual reference, I've included a screenshot of where each of the four EVP heads will be located and which direction they will be facing. Take a look and let me know if you have any questions/comments/concerns about the locations.



4 Directions

	Qty	Cost per unit	Miles	
TOMAR EVP Detector, Single Channel/Direction (ea)	4	\$255.00		\$1,020.00
Opticom Multimode Phase Selector Model 764 (ea)	1	\$2,327.00		\$2,327.00
EVP Discriminator Card Rack (ea)	1	\$185.00		\$185.00
EVP Cable (ft)	2000	\$1.00		\$2,000.00
Staff time (hr)	40	\$42.00		\$2,872.80 <-- includes overhead
Vehicle (2 veh - 4 days)	8	\$1.38	54	\$596.16
				\$10,351.10 (includes 15% increase)



21500 6 Mile Road Franksville, WI 53126
Office: (262) 289-1900 Fax: (262) 289-1901

March 4, 2021

Kevin Schmidt,

Pro Electric is pleased to offer a quote on the following project
Project Name: **Mukwonago 83 & CTH LO EVP Install**

Total Quote: \$6,468.00
(Six Thousand, Four Hundred Sixty-Eight Dollars and 00/100)

Quote is for the following work:

- Pick-up EVP material from DOT shop
- Install (4) EVP detectors as indicated in email.
- Pro to provide mounting hardware to mount detectors
- Pro to provide and install EVP wire from cabinet to each detector continuous without splices
 - We assume that the existing conduit system in good condition and wire can be pulled through.

Pro Electric requires a 48 hour notice as to when crews need to be on site.

Total quote can be applied to DBE and MBE percentages. This quote is valid for 30 days.
Respectfully submitted,

Carl Habermehl, Project Manager
Pro Electric, Inc., DBE/MBE

*Pro Electric, Inc. is American Indian owned,
Wisconsin Certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) and National Minority Supplier Development Council (NMSDC) Certified*

*Pro Electric, Inc. is proud to be union,
member of IBEW Local 494, IBEW Local 2150 and
Operating Engineers Local 139*

Pro Electric, Inc. is an Equal Employment Opportunity Employer



4-2-1 Restricted Locations

June 2004

GENERAL

When justified by a traffic engineering study, traffic control signals provide benefits to intersection traffic operations and *may* provide some types of safety improvements as well. While certain benefits can be realized, there *may* be potential trade-offs caused by the installation of traffic control signals including increased delay and reduced mobility on the major approaches, as well as an increase of rear-end type crashes at an intersection.

POLICY

Traffic control signals at isolated, single-source, private access points **shall not** be allowed on the STH system for the following reasons:

1. Signals at isolated, private access points disregard the public interest and investment in STH highway facilities.
2. Private access points are limited to a width of 35 feet (per Trans 231). This width *may* not be great enough to accommodate the geometry required for adequate signalized intersection operations.
3. Signal infrastructure (i.e. detection, signal bases, pull boxes, conduit) *may* need to be installed outside of the public right-of-way.

In lieu of installing traffic signals on the STH system at private access points, other alternatives *may* include:

1. Development of adjacent local street systems to concentrate traffic from other generators and/or direct traffic to intersections that are already controlled by traffic signals or roundabouts
2. Implementation of access restrictions (i.e. right-in/right-out or median modifications), or
3. Use of standard side-street stop control.

Private access point intersections that are aligned with public street connections are not the focus of this policy and are generally not considered to be in conflict with the points made above. However in these cases, it is desirable to locate signal infrastructure within public right-of-way.

The limited number of traffic control signals installed at private access points on the STH system prior to the adoption of this policy will continue to be operated by WisDOT until they are removed, replaced by other forms of intersection traffic control, or jurisdictionally transferred to local government agencies.

SUPPORT

In addition to a traffic engineering study that is performed to justify signal installations at a specific location, other factors *should* be considered. System and access issues also need to be considered when deciding whether signals are appropriate. Examples of these issues are indicated below:

1. Type of facility being proposed for signalization (i.e. it is generally not desirable to signalize expressways or high-speed bypasses around communities)
2. Signal spacing for progressive traffic flow along a corridor
3. Treatment of consolidated access points
4. Connectivity of the access point to the local roads network
5. Relative safety implications
6. Signal maintenance and operation implications.

Other guidance in this topic area *may* be found in the [Traffic Impact Analysis \(TIA\) Guidelines Manual](#), Highway Access Management Reference Guide, Administrative Rules Trans 233 and Trans 231, State Highway Maintenance Manual Chapter 91, Facilities Development Manual Chapters 7 and 11, TRB Access Management Manual, and NCHRP Report 348 Access management Guidelines for Activity Centers.

If signals are to be installed at public street connections that are aligned with private access points, from a

systems perspective, it *may* be desirable to have a portion or all of the private drive dedicated as a public street. There are several reasons for this:

- Provides system consistency for connectivity to local network
- Allows for access control on the subject approach, near the signalized intersection
- Signal infrastructure placement and signal maintenance considerations
- Will allow for greater control of features that *may* reduce sight distance (such as on-premise signing or landscaping)
- *May* provide greater design flexibility for intersection capacity.

When driveways are dedicated as public streets to meet the objectives of effective access and signal systems management, local agreements that are designed to cover or share the additional operations and maintenance costs for the additional infrastructure, *should* be considered.

4-2-4 Flashing Operations

May 2011

GENERAL

Reference is made to the MUTCD, Sections 4D.28, 4D.29, 4D.30, and 4D.31, and Wisconsin State Statute 346.37, 346.39, and 346.40.

There are four types of flashing operations for traffic control signals: start-up flash, emergency flash, program flash, and manual override flash. Each of these conditions are described briefly below:

1. New signal start-up flash operation is used to acclimate motorists to the revised form of intersection traffic control at a given location prior to initiating steady stop-and-go mode operation.
2. Emergency flash operation *may* be caused by controller malfunction, utility service disruption, or physical damage to the installation (such as a pole knock-down).
3. Program (time-of-day) flash operation is generally limited to use at pre-timed signal installations where no actuation exists to detect vehicles and provide variable green time based on actual approach demand. This type of flash operation is used during off-peak hours (for example, from 10 PM to 6 AM) to reduce intersection delay at pre-timed signals.
4. Manual override flash operation *may* be used by law enforcement officers that assume intersection traffic control associated with special events or incidents.

In addition to flash operation, two flash modes are used: red-red or yellow-red flash.

POLICY

New Signal Installation Start-Up Flash Operation

At newly installed signals that have just become operational, consideration *should* be given to using flash-mode operations if the intersection was open to traffic during construction. This is used to acclimate motorists to the revised form of intersection traffic control at a given location prior to initiating steady stop-and-go mode operation.

Engineering judgment **shall** be used to determine the need for and duration of flash-mode operations. Consideration *should* also be given to the location of the signal and type of motorists that use the route. For example, along a commuter route, new signals *may* be flashed for a length of time between Monday and Friday. Similarly, new signals along a tourist route can be flashed during a weekend period.

Start-up flash for new signals *should* reflect the prior intersection traffic control condition. That is, if a signal is installed to replace a two-way STOP condition, a yellow-red flash mode *may* be used. If a signal is installed to replace an all-way STOP condition, a red-red flash mode *may* be used.

Program (Time-of-Day) Flash Operation

Pre-timed signals on the STH system *may* use program (time-of-day) flash operations but *should* be scheduled for upgrade to semi-actuation, at a minimum. Traffic signals on the STH system that are fully or semi-actuated **shall not** use program (time-of-day) flash operations. Actuated signals can detect and respond to actual demand on conflicting approaches; efficiencies gained by this type of operation at a pre-timed signal do not necessarily exist at an actuated signal. In addition, the transition out of flash operation to steady stop-and-go operations *may* be a time of potential confusion to motorists.

Traffic signals on the STH system that are interconnected with rail-grade crossing systems **shall not** use

program (time-of-day) flash operations.

Emergency Flash Operation & Manual Override Flash Operation

Regardless of whether program flash operation is used at a particular installation, the flash mode must be determined for emergency and manual override situations. The bullet points below discuss these two modes:

1. Red-red (R-R) flash mode is prescribed for most signalized intersections, as this mode tends to reflect motorist expectancy. On multilane highways, this type of operation will benefit motorists on the side road since clearance distances can be large.
2. Yellow-red (Y-R) flash mode *may* be appropriate at signals where overall intersection volumes are relatively light and the proportions of mainline volumes significantly exceed those on the side road. This rule of thumb reflects a consideration for intersection delay and maintaining priority based on route significance. However, driver expectancy may be violated causing drivers to unnecessarily stop on yellow, thereby creating a potential safety hazard for other drivers and negating the potential delay reduction.

Even if an isolated intersection meets the broad volume criteria above for yellow-red flash mode, other signalized intersections along a corridor *may* dictate the type of flash mode that *should* be used. For example, if adjacent signalized intersections use a red-red flash mode, driver expectancy *may* determine that any additional signals in the immediate area operate in the same manner; regardless of this generalized volume criteria.

SUPPORT

Whether a signal is operating in steady stop-and-go mode, R-R or Y-R flashing mode, or non-operable (dark) mode, driver expectancy *should* be considered. Careful engineering judgment *should* be used to balance the needs of safety, efficiency and motorist expectancy.

4-2-5 Vehicle Clearance Intervals

May 2006

GENERAL

Reference is made to the MUTCD Section [4D.10](#).

According to [State Statute 346.37\(1\)\(b\)](#), "When shown with or following the green, traffic facing a yellow signal **shall** stop before entering the intersection unless so close to it that a stop *may not* be made in safety."

The purpose of the YELLOW vehicle clearance interval is to inform drivers of an impending change in right-of-way assignment. Yellow clearance intervals are normally three to six seconds in duration.

The purpose of the ALL-RED clearance interval is to allow vehicles to travel through an intersection that have lawfully entered during the yellow clearance interval. It *may* also provide a brief period of separation time between opposing movements. All-red clearance intervals normally do not exceed three seconds in duration.

POLICY

By the WisMUTCD, all traffic signal installations **shall** display a yellow indication following every green interval. In addition, by this policy, state-owned signal installations **shall** operate with an all-red clearance interval for mainline and side street intersection through-vehicle movements. All-red clearance intervals *may* be used for other intersection movements, such as protected left turns.

Fundamentally, there are three ways that yellow and all-red clearance intervals are developed: timing derived by kinematic principles, uniform timing, and rule of thumb. As a statewide organization, WisDOT routinely operates signals adjacent to various jurisdictions that *may* have differing perspectives about signal timing methodology. In the interest of providing uniform conditions to the extent possible, all methods are considered acceptable but *may* have greater applicability in certain situations or within specific areas of the state.

Kinematic Method

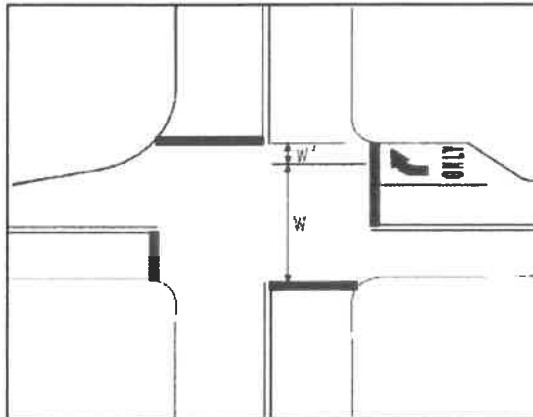
Develops a clearance interval duration based on driver behavior and physical principles. Clearance interval timing based on this method can be calculated for each intersection movement by using the following formula:

$$\begin{aligned}
 CT &= prt + \frac{v}{2a+2Gg} + \frac{L+w}{v} \\
 &= \text{yellow portion} + \text{all-red portion}
 \end{aligned}$$

Where:

- CT = clearance time (*may* be rounded up to nearest 0.5 second)
 prt = driver perception-reaction time (usually 1.0 second)
 v = vehicle approach speed (feet per second, vehicle approach speed *should* be based on the posted speed, or the 85-percentile speed if data is available)
 a = average vehicle deceleration rate (usually 10 to 15 feet per second², 10 to 12 fps² recommended)
 g = acceleration due to gravity (32 fps²)
 G = approach grade (expressed as decimal)
 L = vehicle length (usually 20 feet)
 w = intersection width (measured in feet from the near-side stop bar, see "w" diagram below)

Figure 1. Recommended Intersection Width ("w") Determination



Intersection width measured from approach stop bar to center of conflicting vehicle lane on the far side of the intersection. Width *may* also include distance from center of far lane to the outside edge of the traveled way ($w + w^1$).

When used, variables within the formula above *may* need to be adjusted for various applications and for different intersection movements. For example, in the case of left-turns, driver perception-reaction times *may* be shorter and/or vehicle approach speeds lower.

As stated above, the upper limit of the yellow and all-red clearance intervals are typically 6 and 3 seconds, respectively. Longer clearance interval times *may* breed driver noncompliance that can actually degrade intersection safety benefits. Excessively long clearance interval times will also reduce the efficiency of signal operations. The lower limit of the yellow clearance interval is typically 3 seconds.

For isolated state-owned signals that can be considered outside the influence of established timing practices of adjacent jurisdictions (for purposes of driver expectancy), it is desirable to use the kinematic method of determining vehicle clearance intervals.

For given approach speeds and gradients, the table below indicates YELLOW CLEARANCE INTERVALS calculated by the equation above (considering a lower deceleration rate of 10 fps²).

Table 1. Yellow Clearance Intervals at Deceleration Rate of 10 fps²

Approach Speed (mph)	Approach Grade								
	+4%	+3%	+2%	+1%	0%	-1%	-2%	-3%	-4%
25	2.6	2.7	2.7	2.8	2.8	2.9	3.0	3.0	3.1
30	3.0	3.0	3.1	3.1	3.2	3.3	3.4	3.4	3.5
35	3.3	3.3	3.4	3.5	3.6	3.7	3.7	3.8	4.0
40	3.6	3.7	3.8	3.8	3.9	4.0	4.1	4.3	4.4
45	3.9	4.0	4.1	4.2	4.3	4.4	4.5	4.7	4.8
50	4.3	4.4	4.5	4.6	4.7	4.8	4.9	5.1	5.2
55	4.6	4.7	4.8	4.9	5.0	5.2	5.3	5.5	5.6
60	4.9	5.0	5.1	5.3	5.4	5.6	5.7	5.9	6.1
65	5.2	5.4	5.5	5.6	5.8	5.9	6.1	6.3	6.5

Gray-shaded values fall outside typical time intervals indicated. Use only as

needed and at the direction of the regional traffic engineer.

For given approach speeds and gradients, the table below indicates YELLOW CLEARANCE INTERVALS calculated by the equation above (considering a higher deceleration rate of 15 fps²)

Table 2. Yellow Clearance Intervals at Deceleration Rate of 15 fps²

Approach Speed (mph)	Approach Grade								
	+4%	+3%	+2%	+1%	0%	-1%	-2%	-3%	-4%
25	2.1	2.2	2.2	2.2	2.2	2.3	2.3	2.3	2.3
30	2.4	2.4	2.4	2.4	2.5	2.5	2.5	2.6	2.6
35	2.6	2.6	2.6	2.7	2.7	2.8	2.8	2.8	2.9
40	2.8	2.8	2.9	2.9	3.0	3.0	3.0	3.1	3.1
45	3.0	3.1	3.1	3.2	3.2	3.3	3.3	3.4	3.4
50	3.3	3.3	3.3	3.4	3.5	3.5	3.6	3.6	3.7
55	3.5	3.5	3.6	3.6	3.7	3.8	3.8	3.9	3.9
60	3.7	3.8	3.8	3.9	3.9	4.0	4.1	4.1	4.2
65	3.9	4.0	4.1	4.1	4.2	4.3	4.3	4.4	4.5

Grey-shaded values fall outside typical time intervals indicated. Use only as needed and at the direction of the regional traffic engineer.

For given intersection widths and approach speeds, the table below indicates ALL-RED CLEARANCE INTERVALS calculated by the equation above.

Table 3. All-Red Clearance Intervals

Approach Speed (mph)	Intersection Width (ft)								
	24	36	48	60	72	84	96	108	120
25	1.2	1.5	1.9	2.2	2.5	2.8	3.2	3.5	3.8
30	1.0	1.3	1.5	1.8	2.1	2.4	2.6	2.9	3.2
35	0.9	1.1	1.3	1.6	1.8	2.0	2.3	2.5	2.7
40	0.7	1.0	1.2	1.4	1.6	1.8	2.0	2.2	2.4
45	0.7	0.8	1.0	1.2	1.4	1.6	1.8	1.9	2.1
50	0.6	0.8	0.9	1.1	1.3	1.4	1.6	1.7	1.9
55	0.5	0.7	0.8	1.0	1.1	1.3	1.4	1.6	1.7
60	0.5	0.6	0.8	0.9	1.0	1.2	1.3	1.5	1.6
65	0.5	0.6	0.7	0.8	1.0	1.1	1.2	1.3	1.5

Gray-shaded values fall outside typical time intervals indicated. Use only as needed and at the discretion of the region traffic engineer.

Uniform Timing

Assigns a standardized duration for the clearance interval regardless of location. In this case, times *may* be based on the type of movement being made. For example, based on higher vehicle speeds, a through movement on a mainline approach *may* have a longer yellow clearance time than for a side street through movement or for a protected left-turn.

This method *may* be used when a state-owned signal is located in close proximity to signals operated in this manner by another jurisdiction. The purpose being, to address driver expectancy issues. However, assigning a single clearance interval value for all intersections and intersection movements is not recommended.

Rule of Thumb

Assigns a standardized duration for the clearance interval based on vehicle approach speed, the type of movement being made, or roadway classification. For example, mainline and side street movements *may* have the following yellow clearance interval durations:

- Approach speed <30 mph = 3 seconds
- Approach speed between 30-50 mph = 4 seconds
- Approach speed >50 mph = 5 seconds
- Protected left turns = 3 seconds

The interval times are for demonstrative purposes only. Similarly, though, all-red clearance times *may* be

categorized.

This method *should* typically be used when a state-owned signal is located in close proximity to signals operated by another jurisdiction using this method to address driver expectancy issues.

SUPPORT

Even nationally, there is no clear consensus on appropriate methodology for determining vehicle clearance times (“Determining Vehicle Signal Change and Clearance Intervals”, ITE, August 1994). According to ITE, “Divergent and strongly held positions are common when vehicle signal change interval lengths are discussed. Some believe that a common interval length is best, while others believe that uniform yellow change interval lengths are wrong....”. This finding was verified more recently in an ITE document titled *Signal Timing Practices and Procedures – State of Practice* dated March 2004.

The kinematic methodology is typically the most desirable unless driver expectancy would be better served through the use of the other principals described above.

As stated above, since WisDOT signals routinely operate near locally owned installations, the intent *should* be uniformity across an appropriate area or along a specific corridor. As such, proper coordination with other jurisdictions *should* take place. If a crash or red light running problem exists, vehicle clearance intervals *should* be verified and, if needed, reasonably extended.

4-2-8 Battery Backup Systems

May 2006

GENERAL

The recent application of LED traffic signal indications, which consume less power than conventional incandescent lamps, has made battery-powered energy backup systems feasible. However, it is recognized that, because of the cost of such systems, that gradual deployment at strategic signalized intersection locations is appropriate.

Factors that *may* influence the placement of battery backup systems are: proximity of other transportation systems, intersection geometry, traffic volumes, corridor (i.e. progressive movement) considerations, or safety considerations.

POLICY

Location Criteria

Signalized intersection locations that meet the criteria below **shall** be equipped with a battery backup system capable of maintaining signal operation, as defined and prioritized below:

1. RR interconnected installations, or
2. Single point urban interchanges, or
3. Intersections with triple-left turn lanes.

Signalized operations *should not* need to be modified in order to reduce energy requirements or extend service time. Rather than introducing modified signal operations or displays, signals that function with battery backup systems with low power reserves *may* go into flashing operation.

Intersections and roadway lighting **shall not** be connected to battery backup systems.

SUPPORT

Battery backup systems are expected to maintain safe and efficient traffic operations at critical signalized intersections during power outages. Of particular concern are intersections that are near railroad grade crossings (for preemption) and geometrically complex intersections.

Besides providing potential benefits to traffic safety and operations, the use of battery backup systems *may* allow increased response times by electrical personnel, which could provide an advantage in light of increased signal infrastructure and associated maintenance demands.

4-2-20 Emergency Vehicle Preemption**February 2013****GENERAL**

The following applies to the installation and operation of emergency vehicle preemption (EVP) systems involving traffic control signals owned and operated by the department.

POLICYStatutory Provisions

347.255 Auxiliary lamps on emergency vehicles used to actiate traffic control signal preemption devices. (1) An authorized emergency vehicle described in [ss.340.01 \(3\)\(a\), \(c\), \(g\) or \(l\)](#) *may* be equipped and operated with lamps designed and used solely to activate official traffic control signal pre-emption devices. (2) The lamps authorized for use under this section *may* be any color and *may* be flashing, oscillating, rotating or pulsating. (3) No operator of an authorized emergency vehicle *may* use such lamps except when responding to an emergency call, when pursuing an actual or suspected violator of the law or when responding to, but not when returning from, a fire alarm.

The above does not preclude actuation by means of devices other than lamps.

Eligibility

Any local government unit, agency, or organization having responsibility for providing emergency services is eligible to request an EVP system.

Request Procedure

The local unit **shall** make the request in writing to the department. The following information *should* be included in the request:

1. Location of proposed EVP systems
2. Location of emergency facilities (fire station, police station, etc.) where vehicles will be departing from and description of the route to be provided with a preemption system
3. Listing or estimate of number of vehicles to be outfitted
4. Brand/model of equipment being requested.

Approval

1. The department **shall** review each request and respond in writing to the local unit as to the approval or denial of the request.
2. The department *may* deny any request that it deems would have an overall negative impact on the traveling public.
3. If the local agency is requesting a brand/model of EVP other than the department standard, the request must include a discussion about compatibility with neighboring agencies along the same corridor.
4. For approved requests, an official EVP System Agreement **shall** be prepared and approved by the department and the local unit. Template is included at the end of this policy. This policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be stipulated in the agreement.
5. The department *may* allow an indicator light that is intended to confirm o the driver of an emergency vehicle that the preemption signal has been received. The use of this device does not preclude the need of the vehicle operator to rely on the signal indications for assigned intersection right-of-way. Requests for EVP confirmation lights *should* be reviewed on a case-by-case basis, and are subject to the following conditions:
 - a. The department *may* deny any request for confirmation lights that it deems would have an overall negative impact on traffic safety or operations.
 - b. EVP confirmation lights **shall** only be installed at signalized intersections where:
 - i. Signal(s) on the STH system are embedded in a locally-owned system that is also equipped with confirmation lights. This implies consideration for route continuity.
 - ii. Or, multiple emergency vehicles have the potential to respond on conflicting

approaches to and from different points of origin. These conditions will typically exist in large urban areas where there are multiple precincts in the same municipality.

6. EVP equipment that has the ability to discriminate between individual responding vehicles **shall not** be used.
7. In the event that it comes to the attention of the department that the preemption is being misused, such as by unauthorized vehicles, or that the municipality is not using or intends to abandon the system, the department *may* notify the municipality of the situation. If the matter is not resolved and corrected, the department reserves the right to set about removing the equipment. The scheduled date of removal of the equipment is indicated in item 5 below.

Installation & Maintenance

1. Department forces **shall** perform the installation, maintenance, modification, or removal of the EVP system equipment that is located at the traffic signal. Generally, this equipment would include the receiving device (mounted on the mast arm or signal head), the phase selector (in the control cabinet), confirmation light, and any miscellaneous cables and wiring needed to operate and power the portion of the EVP system located at the signal.
2. The local unit will be responsible for the installation of the emitting devices in authorized vehicles.
3. The department **shall** maintain a reasonable inventory of spare parts for the department's selected standard equipment in order to service the EVP system equipment located at the traffic signal. If the local agency is requesting equipment other than the standard equipment, the local agency **shall** be responsible for maintaining and providing a reasonable inventory. Specify which in the agreement.
4. When notified, department forces will respond to correct suspected failures or breakdowns, or perform requested modifications in the EVP system equipment at the traffic signal.
5. Upon the department's request, the local unit will be responsible for verifying the working status of the EVP system by performing a field test using an emergency vehicle equipped with an EVP emitter device. The local unit is responsible for periodically checking the EVP equipment.
6. If used, the style and type of confirmation lights on state- and locally-owned signals within each municipality **shall** be standardized. Confirmation lights **shall** be a LED 120 VAC white directional light that fits into a PAR 38 socket.
7. In the event of a construction project, EVP service **shall** be maintained at any intersection with permanent EVP agreements. In addition, EVP equipment may be installed, if requested by a local unit, at any additional signals within the construction project itself, or on a designated detour route in the event of a road closure.

Operation/Phase Timing

1. The department **shall** determine the phasing and timing of the preemption sequencing with input from the local unit. There are three key features that must be considered when determining how the preemption will operate:
 - a. Left turn phasing (protected, protected/permissive, or permissive only)
 - b. Signal head configuration for left-turning movement (shared vs. exclusive head)
 - i. Shared heads: include both circular indications and arrow indications (used by through and turning vehicles)
 - ii. Exclusive heads: arrow indications only (used solely by turning vehicles)
 - c. Style of preemption sequencing (common greens vs. exclusive greens)
 - i. Common greens: indicates opposing through phases both have a green ball. The corresponding left turn phases are permissive only.
 - ii. Exclusive greens: indicates only one through movement and its corresponding left turn phase have the green ball/arrow.
2. The department offers the following operational guidance based upon the combination of those three key features identified above:
 - a. Protected only left turns

- i. Exclusive head **shall** operate with exclusive greens for the safety and ease of turning of the preempting vehicle
- b. Permissive only left turns
 - i. Shared head
 - 1. Common greens *may* be used
 - 2. Exclusive greens *may* be used if an all-red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive head:
 - 1. **Shall** operate with common greens since a green left turn arrow is not available for use with exclusive greens
- c. Protective/permissive left turns
 - i. Shared head
 - 1. Common greens: *may* be used
 - 2. Exclusive greens *may* be used if an all-red period is introduced or a W25-2 sign is installed
 - ii. Exclusive head
 - 1. Common greens *may* be used
 - 2. Exclusive greens *may* be used
- 3. Any exceptions to the guidance in item 2 above **shall** be included as part of the special terms or conditions of the agreement.
- 4. If used, the operation of confirmation lights on state- and locally-owned signals **shall** be standardized such that the approach being preempted has a steady indication. Approaches with secondary calls **shall** flash. The flash rate **shall not** be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

Driver Training

- 1. The local unit **shall** be responsible for training the emergency services personnel on the proper operation of the system.
- 2. This training *should* provide clear understanding of these items:
 - a. The definition of an authorized emergency vehicle at the beginning of this policy
 - b. The conditions when preemption *may* be used
 - c. The use of preemption does not remove the responsibility of the vehicle operator from determining whether or not it is safe to enter the intersection
 - d. The operator cannot assume that the preemption has gone into effect; the operator must rely on the traffic signal indication
 - e. The proper operation of the activating device located on the vehicle.

Cost

- 1. The most common source of funding for a complete EVP system has been local funds or federal urban funds. However, EVP equipment at the traffic signal and installation may also be funded as part of an improvement project, provided it is incidental to the improvement. Please see [Program Management Manual 3-25-5](#) to determine the most appropriate source of funding.
- 2. The local municipality **shall** be responsible for all costs associated with the emitting devices for is authorized vehicles.
- 3. The department **shall** be responsible for all material, equipment, labor, training, and incidental costs associated with maintaining, operating, modifying, or removing the EVP system at the traffic signal unless nonstandard EVP system equipment is used. When nonstandard equipment is installed, the local unit **shall** be responsible for maintaining and supplying spare inventory to the department.

4. Any cost associated with the continuance of service of an EVP system on temporary signals or on a temporary route during a construction project **shall** be borne by the project.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

in the _____ of _____

Description of route: _____

Listing of estimated number of vehicles to be outfitted: _____

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE _____

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____

4-2-34 Signal Sequencing During Railroad Preemption

August 2011

GENERAL

Reference is made to the MUTCD, Section 4D.27 and 8C.09.

Modern signal controllers are capable of providing alternate phasing/timing plans based on train operations. Once it has been determined that a highway-rail grade crossing flashing light signal system will be interconnected with adjacent traffic signals, the traffic signal controller *should* be programmed to run an alternate sequence during railroad preemption.

Highway-rail grade crossings can be occupied by trains for extended periods of time depending on a number of operating conditions including: reduced train speeds, train length, and/or switching movements. During the time a train is located within the approach circuit and the traffic signals remain under preempted control, any non-conflicting vehicular traffic *should* be served using specialized phasing (a.k.a. railroad preemption sequencing or railroad hold sequencing) to reduce vehicular delay.

POLICY

Even if trains are not expected to occupy crossings for long periods, signal controllers *should* be programmed to run two preemption sequences. The first preemption sequence **shall** initiate a phase to clear the tracks before

the train reaches the crossing. This advanced preemption places a call in the traffic signal controller to transfer right-of-way from the current phase to the track clearance phase(s) or hold if already in those phases, prior to activating the railroad warning devices.

The second preemption sequence *should* begin once the controller receives the gate down call from the railroad bungalow, a set time after the gate down notification, or after the track clearance green interval plus the additional time to prevent turning the signal red prior to gate down. At the onset of the second preemption, or if the crossing enters failsafe mode, a constant call **shall** be placed in the signal controller, causing the signal to remain preempted. At that time, the signal controller *should* be programmed to operate a sub-routine to serve traffic that does not move toward the tracks. Either blank-out signs or a red signal indication *should* prohibit vehicles from moving toward the tracks.

According to MUTCD Section [4D.27](#), during the transition into preempted control, the preemption sequence **shall not** shorten or omit the yellow change interval and any red clearance interval that follows. Minimum vehicular green times at actuated signals *should* be at least five seconds to allow drivers to react to the change in right-of-way and enter into the intersection.

According to MUTCD Section [4D.27](#), pedestrian WALK and/or pedestrian change intervals *may* be shortened or omitted in order to begin the track clearance interval earlier. This practice is not preferred since drivers might yield to crossing pedestrians, thereby preventing subsequent vehicles from clearing the tracks.

Shortened or omitted pedestrian clearance intervals are typically found in legacy systems where providing the full pedestrian change interval required a substantial increase in cost for the railroad track circuit.

For new signal designs, pedestrian clearance intervals *should not* be shortened or omitted unless all other methods to reduce the length of advance preemption time have been considered. Calculated pedestrian clearance time *may* include the yellow change interval and the red clearance interval to help satisfy the advance preemption requirements.

It is important to recognize the preemption capabilities of different signal controllers and firmware because they vary from one model or manufacturer to another. Some controllers allow minimum green times and pedestrian clearance times to be shortened during railroad preemption sequencing and others do not.

When a train no longer occupies the highway-rail grade crossing, the signal *should* serve the preempted approach immediately following preempted control before serving the mainline left-turn movements or mainline through movements if there are no left-turn phases. Additionally, the controller *should* be programmed to place calls on all initiated NEM phases upon exiting preemption.

According to MUTCD Section [4D.27](#), during the transition out of preempted control, the preemption sequence **shall not** shorten or omit the yellow change interval and any red clearance interval that follows.

Eliminating the Left Turn Trap

When a protected/permitted phasing sequence is used for the track clearance phase, special consideration *should* be taken to eliminate the possibility of the left-turn trap at the onset of railroad preemption.

For example, if the preempted approach is already green when the preemption call is received (beset case scenario), the signal *should* finish servicing the minimum green time and yellow change interval before going into an all-red sequence. After the all-red sequence the track clearance phase(s) *should* display a left-turn green arrow and a green ball indication. This will allow the track clearance phase to serve a protected left-turn movement and eliminate a left-turn trap condition.

Inspection of Signal Sequencing During Railroad Preemption

State-maintained traffic signals with railroad preemption sequencing **shall** be inspected on an annual basis. Regional traffic engineers are responsible for ensuring that each state-maintained traffic signal is inspected.

At a minimum, the preemption inspection team *should* consist of an individual representing the traffic signal operating agency and an individual representing the railroad authority. This cooperative approach is critical to the success of the inspection because the operation of railroad preemption systems is dependent on both the railroad and highway equipment.

A copy of the completed inspection **shall** be forwarded to the grade crossing safety engineer at the WisDOT Railroads & Harbors Section (RHS) in the Bureau of Transit & Local Roads (BTLR). The annual Highway-Railroad Preemption Inspection Form is provided below.

Second Train Re-Service Considerations

Where a railroad crossing has more than one through track, special consideration must be given to operation of

the warning devices and traffic signal when a second train follows the first train.

The point at which preemption is released from the railroad active warning devices to the traffic control signals is critical to the proper operation of preemption re-service. In order for the traffic signal controller to recognize the second train, the preempt call for first train must be released. The railroad active warning devices must release the preempt call just as the gates begin to raise, otherwise traffic *may* drive under the ascending gates and this traffic must be cleared in the event of a second train.

SUPPORT

According to MUTCD Section 4D.27, "Traffic control signals operating under preemption control or under priority control *should* be operated in a manner designed to keep traffic moving."

Figure 1. WisDOT Railroad Preemption Inspection Form

WisDOT RAILROAD PREEMPTION INSPECTION FORM			
1. REVIEW TEAM			
TRAFFIC SIGNAL INSPECTION COMPLETED BY:	(include name & email)		INSPECTION DATE:
RAILROAD INSPECTION COMPLETED BY:			DATE OF LAST INSPECTION:
2. LOCATION DATA			
HIGHWAY INTERSECTION:			
TRAFFIC SIGNAL OPERATING AGENCY:	WisDOT SIGNAL NO: (ex. S1056)	MUNICIPALITY:	COUNTY:
RAILROAD OPERATING COMPANY:	RR CROSSING ID: (ex. 391798X)	RR CONTACT:	RR CONTACT PHONE:
3. RAILROAD DATA		4. TRAFFIC SIGNAL DATA	
ACTIVE WARNING DEVICES: ☐ 4-Quadrant Gates ☐ 3-Quadrant Gates ☐ Flashers		CABINET TYPE: ☐ TS1 ☐ TS2	
TYPE OF TRAIN DETECTION: ☐ Yes ☐ No ☐ Not to exceed timer		GATE-DOWN LOGIC: ☐ Yes ☐ No	
MAXIMUM TRAIN SPEED (MPH):		SPEED RANGE OVER XING (MPH):	
NUMBER OF TRAINS PER DAY:		NUMBER OF TRACKS:	
NUMBER OF BROKEN GATES SINCE PREVIOUS INSPECTION? (explain)		OTHER TYPES OF PREEMPTION: ☐ Emergency Vehicle ☐ Bus/Transit	
DATE OF MOST CURRENT RAILROAD PLANS (in bungalow):		GATE DOWN LOGIC INSTALLED? ☐ Yes ☐ No	
		ROADWAY OR SIGNAL MODIFICATIONS SINCE PREVIOUS INSPECTION:	
		BATTERY BACKUP PRESENT? ☐ Yes ☐ No	
		BATTERY AGE (in service reports):	
		TYPE OF COMMUNICATIONS DURING BATTERY BACKUP:	
5. RAILROAD PREEMPTION PHASING SEQUENCE			
WORST CASE CONFLICTING PHASES		TRACK CLEARANCE PHASE(S)	
Vehicle: ☐ Pedestrian: ☐		PREEMPT DWELL OR CYCLE PHASES	
6. RAILROAD EQUIPMENT PROGRAMMED TIMINGS		7. NOTES	
Preempt Verification and Controller Response Time: 0 sec.			
Advance Preemption Time: 0 sec.			
Minimum Warning Time: 0 sec.			
Additional Clearance Time: 0 sec. (overspeed tolerance, wide/angled crossings)			
Buffer Time: 0 sec.			
Total Warning Time (Minimum Warning Time + Clearance Time + Buffer Time): 0 sec.			
8. FIELD TESTING AND INSPECTION			
BLANKOUT SIGNS PRESENT AND WORKING PROPERLY? ☐ YES ☐ NO		IF INSTALLED, BATTERY BACKUP WORKING PROPERLY? ☐ YES ☐ NO	
DOES PREEMPT RESERVICE ACTIVATE? (see instructions) ☐ YES ☐ NO		PROTECTED ARROW FOR TRACK CLEARANCE? ☐ YES ☐ NO	
Test #	Example	1	2
Train's Direction of Travel	EB		
Signal Phase Active During Preempt Call	2 / 6		
CUMULATIVE TIME (sec)			
Preempt call received (blank out signs turn on) at	0	0	0
Begin track clearance green at	0		
Railroad flashers activated at	35		
Gate descent started at	38		
Gate descent completed at	50		
End of track clearance green (start of track clearance yellow) at	50		
Train arrived at	58		
Railroad flashers deactivated at	240		
Measured Total Warning Time:	56 - 0 = 56		
Preempt call released from signal controller at begin of gate ascent	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
Railroad equipment and lamps functioned:	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
Track clearance and preempt dwell phases operated as expected:	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

ENGINEERING SERVICES REQUEST

DT2195 2005 (Replaces ED419)

Wisconsin Department of Transportation

Project ID	Date 3/3/2021
Highway STH 83 & CTH LO	Connecting Street ☐ Yes ☒ No
Limits N/A	
City/County Waukesha County	Cost Estimate \$10,351.10
Local Municipality / Company Name Village of Mukwonago	
Billing Address 627 S. Rochester St. Mukwonago, WI 53149	
Contact Person Chief Kevin Schmidt	

Check all types of services required.

We request engineering services from the Wisconsin Department of Transportation as follows:

- | | |
|---|---|
| ☐ Aerial Photography | ☐ Process Documents and Plans |
| ☐ Appraisal and Acquisition Assistance | ☐ Railroad Negotiations |
| ☒ Electrical Field Inspection | ☐ Relocation |
| ☐ Environmental Reports | ☐ Soils Report |
| ☐ Pavement Design | ☐ Survey |
| ☐ Preliminary and Final Plans | ☐ Traffic Projections |
| ☐ Preliminary and Final Structure Plans | ☐ Traffic Signal Design |
| ☐ Prepare P.S. & E. | ☐ Traffic Signal Equipment - State Furnished Materials |

Others - Describe

Add EVP in all four directions at the intersection of STH 83 & CTH LO.

All necessary costs, or, that part of such costs, which are not eligible for Federal or other funding, accumulated for such services, will be paid by the county / city / village upon presentation of an invoice by the Wisconsin Department of Transportation. The cost estimate is specified above.

Signed on behalf of Village of Mukwonago

X	X
X	X
X	X

For Wisconsin Department of Transportation Use Only

- ☐
- Approved
-
- ☐
- Not Approved

X
(Region Authorization)

(Date)

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

Village of Mukwonago

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 83 & CTh LO (Eagle Lake Avenue) & Pearl Street

in the Village of Mukwonago

Four (4) directions for northbound and southbound STH 83,
Description of route: **and for east bound Eagle Lake Avenue and westbound Pearl Street traffic.**

Listing of estimated number of vehicles to be outfitted: **16 Police & Fire Vehicles**

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____



Village of Mukwonago

440 River Crest Court, Mukwonago, Wisconsin 53149
Tel. (262) 363-6420 | Fax: (262)363-6425

April 7, 2021

WI DOT System Development
ATTN: Jarrett Gates, P.E.
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

RE: EVP Request – Village of Mukwonago, Waukesha County
Locations: STH 83 & CTH LO & Pearl Street

Sir:

On behalf of the Village of Mukwonago, we would like to request that the Wisconsin Department of Transportation install Emergency Vehicle Pre-Emption (EVP) system at the state maintained traffic signals at the intersection of STH 83 & CTH LO & Pearl Street in the Village of Mukwonago, Waukesha County.

Specifically, we are asking for the installation for all four (4) directions at the intersection, for northbound and southbound STH 83 traffic and for eastbound CTH LO and westbound Pearl Street. We understand the price for the EVP system for four (4) directions is estimated at \$10,351.10.

We do not want confirmation lights at the intersection.

We understand that the cost for this installation shall be the responsibility of the Village of Mukwonago. We further understand that we will be billed for all work associated with these items, including installation, labor, materials and DOT oversight performed on our behalf under the DOT construction contract.

Respectfully,

Fred Winchowky
Village President

Proclamation

National Public Safety Telecommunications Week

April 11th -17th, 2021

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

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

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

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

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

And Whereas while enduring long hours, abnormal schedules, and handling frequent life and death emergencies, Deborah Zaeske, Cynthia Wellman, Brenda DiMaggio, Tracy Tipton, Italia Hench, Kristine Redlinger and Nicole Robertson set high standards in performing their duties in a dedicated, diligent, and compassionate manner;

And Whereas our Public Safety Communications personnel serve the public daily in countless ways without due recognition by the beneficiaries of their services;

Therefore, Be It Resolved that Fred H. Winchowky, Village President of Mukwonago, declares the week of April 11th -17th, 2021 to be National Public Safety Telecommunications Week in Mukwonago, in honor of Deborah Zaeske, Cynthia Wellman, Brenda DiMaggio, Tracy Tipton, Italia Hench, Kristine Redlinger and Nicole Robertson, whose diligence and professionalism keep our Village and citizens safe.

Signed this 7th day of April 2021.

Fred H. Winchowky, Village President